



AGENDA – Regular Meeting of Council

Wednesday, May 14, 2025

1:00 PM

Magnetawan Community Centre

Page# OPENING BUSINESS

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

PLANNING ACT MEETING

- 14 Zoning By-law Amendment Application – Saunders -34 Magnet Road
- 40 Stockdale Consent Application - Stockdale - Con 5 Pt Lot 15
- 69 Consent Application - Marszewski - Con 3 and 4 Lots 26 and 27 (3363 Highway 520)

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- 116 2.2 Pinchin 2025 Landfill Closure and Post-Closure Care Liability Chapman and Croft Waste Disposal Sites
- 132 2.3 Report from Public Works Superintendent Scott Edwards, Award of Tender 2025-01 Gravel (A+B)
- 133 2.4 Report from Public Works Superintendent Scott Edwards, Award of RFP 2025-01 Roadside Mowing
- 134 2.5 Report from Public Works Superintendent Scott Edwards, Award of RFP 2025-02 Surface Treatment (Double Lift Tar & Chip)
- 135 2.6 Report from Public Works Superintendent Scott Edwards, Award of RFP 2025-03 Slurry Seal
- 136 2.7 DRAFT Motion Authorize Purchase of CAT 315-07 Excavator
- 141 2.8 Report from Parks and Maintenance Manager Steve Robinson, Replacement of 2010 John Deere Tractor
- 142 2.9 DRAFT Motion Almaguin Community Hatchery Program Insurance
- 143 2.10 DRAFT Motion Date Change August 27th Council Meeting
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- 153 3.2 District of Parry Sound Social Services Administration Board Chief Administrative Officer's Report March/April 2025
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- 193 3.4 Magnetawan Community Centre Board (MCCB) Minutes April 23, 2025
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- 203 4.1 Town of Aylmer Opposition to Expansion of Strong Mayor Powers
- 205 4.2 Village of Sundridge Advocacy for Increased Seniors and Aged Care Housing
- 207 4.3 Township of Otonabee-South Monaghan Proposal to End Daylight Savings Time in Ontario
- 209 4.4 Updated Name Muskoka Almaguin Ontario Health Team
- 210 4.5 Thank You Near North Crimestoppers 27th Annual Golf Tournament
- 211 4.6 Thank You Mary Jane Campbell Key to the Municipality Award
- 213 4.7 Successful Outcome of Summer Employment Opportunities Program 2025 Grant Funding
- 214 4.8 Successful Outcome of Trans Canada Trail Grant Funding
- 215 4.9 Unsuccessful Outcome of Ontario Trillium Foundation Grow Grant Funding
- 216 4.10 Municipal Landfills Notice Switch to Summer Hours Poster
- 217 4.11 Municipal Office Closure Victoria Day Poster
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- 219 5.1 Accounts in the amount of \$375,612.38

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- 232 6.1 Zoning By-law Amendment – Saunders -34 Magnet Road
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- 250 6.3 Authorize Sale of Lands at 284 Chapman Drive

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- 258 7.1 Confirm the Proceedings of Council and Adjourn



COUNCIL MEETING MINUTES
April 16, 2025
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 April 16, 2025, 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, Deputy Clerk Recreation and Communications Laura Brandt and Deputy Clerk Planning and Development Erica Kellogg were present for the entire meeting. Chief Building Official Tyler Irwin was present for his 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 2025-85 Bishop-Hetherington

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.

*Councillor Kneller declared pecuniary interest for Agenda Item 2.3 Donation Request Magnetawan Agricultural Society Fall Fair.

1.4 Adoption of the Previous Minutes

RESOLUTION 2025-86 Kneller-Hind

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the minutes of the Council meetings on March 26, 2025, and April 4, 2025, as copied and circulated.

Carried.

DEPUTATION

Justin Bellon – Increasing Occupancy by 2, 12 Year Old Children

RESOLUTION 2025-87 Bishop-Hetherington

WHEREAS the Council of the Municipality of Magnetawan passed By-law 2023-24 to License and Regulate the Use of Short-term Accommodation Properties in the Municipality;

AND WHEREAS Council passed Motion 2025-69 granting an exemption request with the following conditions:

- A letter from the North Bay Mattawa Conservation Authority that they are satisfied that this use is acceptable as the property is not occupied full time, and;*
- Proof of the septic system fully pumped and inspected by a licensed technician to be submitted to the Municipality by October 31, 2025*

AND WHEREAS the North Bay Mattawa Conservation Authority has declined to provide a letter confirming that the increase is acceptable under their guidelines;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan rescinds motion 2025- 69;

AND FURTHER approves the exemption request to allow family bookings of 8 guests in 2025 with the following conditions:

- Proof of the septic system fully pumped and inspected once annually by a licensed technician to be submitted to the Municipality by October 31, 2025*

Carried.

DOCKS ON UNOPENED ROAD ALLOWANCES/MUNICIPAL LAND POLICY

***Elizabeth White/Andrew Czernik – Docks on Unopened Road Allowances**

***Kevin Anyan, Scouts Canada – 24X24 3-Slip Dock on the Unopened Road Allowance on Lake Cecebe**

***Justin Wasielewski, Cecebe Waterways Association (CWA) – Docks on Unopened Road Allowance Municipally Owned**

***DRAFT Docks on Unopened Road Allowances/Municipal Lands Policy & Public Comments**

RESOLUTION 2025-88 Hind-Kneller

WHEREAS Council passed Resolution #2024-17 directing Staff to prepare a draft dock policy addressing Docks on Unopened Road Allowances/Municipally Owned Land for consideration at a future meeting;

NOW THEREFORE BE IT RESOLVED THAT Council receives the Procedure for the Placement of Docks on Unopened Road Allowance:

AND FURTHER THAT Council Denies the Dock Policy

Carried.

PLANNING ACT MEETING

Zoning By-law Application – Tot – CON 9 Lot 21

Zoning By-law Application – Woodruff – CON 10 PT LOT 24 & 25

Zoning By-law Housekeeping Amendment Entire Municipality

RESOLUTION 2025-89 Bishop-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan recesses the regular meeting to hold a public meeting pursuant to Section 34 of the Planning Act to consider a Zoning By-law Amendment Application described as:

- Tot – Con 9 Lot 21, Croft.*
- Woodruff – Con 10 Pt Lots 24 and 25.*
- Zoning Housekeeping – Municipality of Magnetawan.*

Carried.

RESOLUTION 2025-90 Hetherington-Kneller

WHEREAS the Council of the Municipality of Magnetawan receives the report from Erica Kellogg, Deputy Clerk – Planning and Development regarding Zoning By-law Amendment Application 2025-02, Tot (4944 030 00506901 0000);

AND WHEREAS the Applicant seeks relief from Zoning By-law No. 2001-26 as amended, Section 3.12 to permit a Hunt Camp with septic servicing be located in the Rural Residential Zone;

AND WHEREAS the Municipality of Magnetawan passed By-law No. 2011-15 to establish policies for the Minimal Use of Unopened Road Allowances for Motor Vehicle Travel;

AND WHEREAS the Municipality of Magnetawan Official Plan Section 6.2 requires any development where access is not provided by a Municipally owned or maintained road to enter into a Limited-Service Agreement; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan: Denies the Zoning Bylaw Amendment for a Hunt Camp and recommends the applicant apply for a right of way for access to the property, obtain necessary building permits and enters into a Limited Services Agreement.

Carried.

RESOLUTION 2025-91 Bishop-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report from Patrick Townes – MHBC Planning Limited and supports the application for a Zoning By-law Amendment as a condition of consent for– CON 10 PT LOT 24 and 25 – Woodruff (4944 01000223400) which is accessed by Miller Road and a By-law on this matter will be passed later in the meeting.

Carried.

RESOLUTION 2025-92 Kneller-Bishop

WHEREAS Council for the Municipality of Magnetawan receives with thanks the report from Patrick Townes, MHBC, Overview of Proposed Zoning Housekeeping Amendment;

NOW THEREFORE BE IT RESOLVED THAT Council receives and approves the DRAFT Housekeeping Bylaw as presented and a Bylaw will be passed later in the meeting.

Carried.

RESOLUTION 2025-93 Bishop-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adjourns the Planning Act public meeting and returns to the regular meeting.

Carried.

STAFF QUARTERLY REPORTS

Report from Fire Chief Derek Young

Report from By-law Enforcement Officer Jason Newman

Report from Chief Building Official Tyler Irwin

Report from Public Works Superintendent Scott Edwards

Report from Parks and Maintenance Manager Steve Robinson

Report from Deputy Clerk Erica Kellogg

Report from Deputy Clerk Laura Brandt

RESOLUTION 2025-94 Hetherington-Hind

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the Staff Quarterly Reports from the Department Heads as presented for information only.

Carried.

STAFF REPORTS, MOTIONS AND DISCUSSION

2.1 Consent Agreement (Limited Services Agreement) – Herrnstein – CON 4 LOT 13

RESOLUTION 2025-95 Kneller-Hetherington

WHEREAS the Council of the Municipality of Magnetawan passed Resolution 2025-71 approving a Zoning By-law Amendment application for lands legally described as Con 4 Lot 21 – HERRNSTEIN with the requirement a Limited Service Agreement be entered into; NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the DRAFT Limited Services Agreement – CON 4 LOT 13 – HERRNSTEIN, and the by-law on this matter will be passed later in the meeting.

Carried.

2.2 Patti Paul, Farmers Market Rent Reduction Request

RESOLUTION 2025-96 Bishop-Hind

WHEREAS the Council of the Municipality of Magnetawan receives the correspondence from Patti Paul Farmers Market Rent Reduction Request;

AND WHEREAS the Magnetawan Farmers Market draws visitors to Magnetawan;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the rental of the Magnetawan Lions' Pavilion for the Farmers Market at a reduced rate of \$0 from the regular rate of \$110 per weekend for 2025 with the following conditions:

- The Magnetawan Lions' Pavilion be left clean and tidy after the close of market each Saturday and it is the responsibility of the renter to ensure its cleanliness*
- That liability insurance in the amount of \$5 million dollars is purchased by the renter*

Carried.

2.3 Donation Request Magnetawan Agricultural Society Fall Fair

*Councillor Kneller declared pecuniary interest for Agenda Item 2.3 Donation Request Magnetawan Agricultural Society Fall Fair due to being the President of the Agricultural Society. Councillor Kneller left the room

RESOLUTION 2025-97 Hetherington-Bishop

WHEREAS the Council of the Municipality of Magnetawan receives the correspondence Donation Request Magnetawan Agricultural Society and thanks the Magnetawan Agricultural Society for all their good work in providing the Fall Fair for our community; NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan authorizes a donation of \$1,000 for the 2025 Magnetawan Fall Fair.
Carried.

2.4 Donation Request Near North Crime Stoppers Golf Tournament

RESOLUTION 2025-98 Kneller-Hetherington

WHEREAS the Council of the Municipality of Magnetawan receives the correspondence Donation Request Near North Crime Stoppers Golf Tournament and thanks the near North Crime Stoppers for all their good work in our community; NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan authorizes a donation of \$150 for the 27th Annual Golf Tournament at Highview Golf Course on Friday, June 20, 2025.
Carried.

2.5 Parry Sound Area Community Business & Development Centre Request for Funding & 2024 Financial Statements.

RESOLUTION 2025-99 Kneller-Hetherington

WHEREAS the Council of the Municipality of Magnetawan receives the correspondence from Parry Sound Area Community Business and Development Centre Request for Funding & 2024 Financial Statements; NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality approves the funding request in the amount of \$1,000.
Carried.

2.6 Board Appointment EMS Advisory Committee

RESOLUTION 2025-100 Hind-Hetherington

WHEREAS the Parry Sound Emergency Medical Service Advisory Committee is jointly made appointment with neighbouring municipalities; AND WHEREAS the EMS board requires a unanimous appointment; NOW THEREFORE BE IT RESOLVED THAT the Municipality of Magnetawan rescinds motion 2025-35 supporting the appointment of Jon Hind; AND HEREBY supports the appointment of Dan Robertson.
Carried.

2.7 District of Parry Sound Municipal Association 2025 Spring Meeting May 23, 2025
RESOLUTION 2025-101 Hetherington-Bishop

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the Correspondence District of Parry Sound Municipal Association 2025 Spring Meeting Friday May 23, 2025;

AND the following Council Members will attend the Spring Meeting in 2025:

Council Members who would like to attend will reach out to Staff.

Carried.

2.8 DRAFT Motion Fire Protection Grant (2024-2025)

RESOLUTION 2025-102 Bishop-Hind

WHEREAS the Council of the Municipality of Magnetawan was successful in their grant application to the Fire Protection Grant (2024-2025);

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Magnetawan will be provided an additional amount of \$361.73 to support the following approved project:

The funding will support the purchase of a bunker gear extractor and dryer, and a second set of balaclavas and gloves for firefighters. Additionally, all apparatus will be equipped with personal decon wipes for use on scene;

AND FURTHER THAT Staff are authorized to execute the Transfer Payment Agreement.

Carried.

2.9 DRAFT Adopt a Code of Conduct for Building Officials

RESOLUTION 2025-103 Kneller-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the Adopt a Code of Conduct for Building Officials By-law as presented, and the by-law on this matter will be passed later in the meeting.

Carried.

2.10 DRAFT Open Air Burning

RESOLUTION 2025-104 Hetherington-Hind

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the Open Air Burning By-law as presented, and the by-law on this matter will be passed later in the meeting.

Carried.

2.11 DRAFT Set Tax Ratios for Municipal Purposed and Levy the Rates of Taxation for the Year 2025

RESOLUTION 2025-105 Hetherington-Bishop

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the Set Tax Ratios for Municipal Purposed and Levy the Rates of Taxation for the Year 2025 By-law as presented, and the by-law on this matter will be passed later in the meeting.

Carried.

MUNICIPAL BOARD AND COMMITTEE MINUTES

3.1 Magnetawan Economic Tourism Committee (METC) Minutes March 26, 2025

3.2 Almaguin Highlands Health Centre 9AHHC) Minutes April 3, 2025

RESOLUTION 2025-106 Bishop-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 Bruce County Enabling a Municipal Response to Tariffs

4.2 District of Parry Sound Social Services Administration Board (DSSAN) Action-Orientated Encampment Response Plan

4.3 FONOM Ministry of Transportation Approach with Northern Municipalities

4.4 OPP MPB Financial Services Unit (Opp) 2025 Court Security and Prisoner Transportation Grant Update

4.5 Thank You Letter Magnetawan Public Library

4.6 Success Outcome of ParticipACTION Grant

4.7 Municipal Office & Landfill Easter Closure Poster

4.8 Call for Artist Poster

4.9 Call for Concession Stand Operators Poster

4.10 Music in the Park Poster

4.11 1st Annual Magnetawan Leekfest Poster

4.12 ICYMI Council Highlights March 26, 2025

RESOLUTION 2025-107 Kneller-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence items as copied and circulated,
AND FURTHER endorses the following motions:

4.1 Bruce County Enabling a Municipal Response to Tariffs.

Carried.

ACCOUNTS

5.1 Accounts in the amount of \$504,569.51

RESOLUTION 2025-108 Hetherington-Bishop

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$504,569.51 as presented.
Carried.

BY-LAWS

- 6.1 Zoning By-law Tot – CON 9 LOT 21
- 6.2 Zoning By-law – Woodruff – CON 10 PT LOT 24 & 25
- 6.3 Zoning By-law Housekeeping Amendment
- 6.4 Consent Agreement (Limited Services Agreement) – Herrnstein – CON 4 LOT 13
- 6.5 Adopt a Code of Conduct for Building Officials
- 6.6 Open Air Burning
- 6.7 Set Tax Ratios for Municipal Purposed and Levy the Rates of taxation for the year 2025

RESOLUTION 2025-109 Bishop-Hetherington

BE IT RESOLVED THAT 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 ~~Zoning By-law Tot – CON 9 LOT 21~~
- 6.2 Zoning By-law - Woodruff - CON 10 PT LOT 24 & 25
- 6.3 Zoning By-law Housekeeping Amendment
- 6.4 Consent Agreement (Limited Services Agreement) - Herrnstein - CON 4 LOT 13
- 6.5 Adopt a Code of Conduct for Building Officials
- 6.6 Open Air Burning
- 6.7 Set Tax Ratios for Municipal Purposes and Levy the Rates of Taxation for the Year 2025

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, including municipal or local board employees**
- (c) a proposed or pending acquisition or disposition of land**

RESOLUTION 2025-110 Hetherington-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan moves to a closed session at 2:05 pm 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, including municipal or local board employees*
- (c) a proposed or pending acquisition or disposition of land*

Carried.

RESOLUTION 2025-111 Bishop-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan returns to open session at 2:20 pm.

Carried.

RESOLUTION 2025-112 Bishop-Kneller

BE IT RESOLVED THAT the Council of the Municipality thanks all of those who have sent in their letter of interest and appoints the following members to be part of the Magnetawan Economic Tourism Committee: Francine Yolkowskie, Brenda Fraser, Dave Antle and Ken Mihan

Carried.

Direction was given to Staff to update the Magnetawan Economic Tourism Committee (METC) Mandate to include up to 8 members.

CONFIRMING BY-LAW AND ADJOURNMENT

7.1 Confirm the Proceedings of Council and Adjourn

RESOLUTION 2025-113 Kneller-Hetherington

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 2:25 pm to meet again on Wednesday May 14, 2025, at 1:00 pm or at the call of the Chair.

Carried.

Approved by:

Mayor

Clerk



**Municipality of
Magnetawan**

PLANNING ACT PUBLIC MEETING
WEDNESDAY, APRIL 16, 2025
1:00PM

The *Planning Act* Public Meeting of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre with the following present:

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

Staff: CAO/Clerk Kerstin Vroom, Chief Building Official Tyler Irwin, Deputy Clerk Erica Kellogg and Deputy Clerk Laura Brandt were present for the entire meeting.

No representation from any Planning Applicant

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan recesses the regular meeting to hold a public meeting pursuant to Section 34 of the Planning Act to consider a Zoning By-law Amendment Applications for subject lands described as:

- Con 9 Lot 21, Croft (Tot)
 - 309 Miller Road (Woodruff)
 - Zoning Housekeeping – Municipality of Magnetawan
- Carried.

The meeting was called to order.

Mayor Dunnett explained the purpose of the Public Meeting.

Deputy Clerk Erica Kellogg explained how Notice was given.

Zoning By-law Application – Tot – Con Lot 21 off Stanyer's Road

Councillor Bishop request confirmation of the Hunt Camp provisions regarding septic. Mayor Dunnett confirmed under the current Zoning By-law 2001-26 as amended, there are no permissions for septic servicing within the designation of a Hunt Camp.

RESOLUTION 2025-90 Heatherington - Kneller

WHEREAS the Council of the Municipality of Magnetawan receives the report from Erica Kellogg, Deputy Clerk – Planning and Development regarding Zoning By-law Amendment Application 2025-02, Tot (4944 030 00506901 0000);

AND WHEREAS the Applicant seeks relief from Zoning By-law No. 2001-26 as amended, Section 3.12 to permit a Hunt Camp with septic servicing be located in the Rural Residential Zone;

AND WHEREAS the Municipality of Magnetawan passed By-law No. 2011-15 to establish policies for the Minimal Use of Unopened Road Allowances for Motor Vehicle Travel;

AND WHEREAS the Municipality of Magnetawan Official Plan Section 6.2 requires any development where access is not provided by a Municipally owned or maintained road to enter into a Limited-Service Agreement; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan denies the Zoning Bylaw Amendment for a Hunt Camp and recommends the applicant apply for a right of way for access to the property, obtain necessary building permits and enters into a Limited Services Agreement.
Carried.

Zoning By-law Application – Woodruff – 309 Miller Road

No questions or comments regarding the Woodruff Zoning application.

RESOLUTION 2024-338 Hind-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report from Patrick Townes – MHBC Planning Limited and supports the application for a Zoning By-law Amendment as a condition of consent for– CON 10 PT LOT 24 and 25 – Woodruff (4944 01000223400) which is accessed by Miller Road and a By-law on this matter will be passed later in the meeting.
Carried.

Zoning By-law Housekeeping Amendment

No questions or comments regarding the Housekeeping Amendment.

RESOLUTION 2025-92 Kneller - Bishop

WHEREAS Council for the Municipality of Magnetawan receives with thanks the report from Patrick Townes, MHBC, Overview of Proposed Zoning Housekeeping Amendment;

NOW THEREFORE BE IT RESOLVED THAT Council receives and approves the DRAFT Housekeeping Bylaw as presented and a Bylaw will be passed later in the meeting.
Carried.

Adjournment

Approved by:

Mayor

Clerk



Moved by: _____

Seconded by: _____

WHEREAS the Council of the Municipality of Magnetawan receives the report from Erica Kellogg, Deputy Clerk – Planning and Development regarding Zoning By-law Amendment Application 2025-01, Saunders (4944 030 00302344 0000);

AND WHEREAS the Applicant seeks relief from Zoning By-law No. 2001-26 as amended, Section 3.1 i) ii) to permit an accessory structure to be located in the rear yard (Magnet Road) without meeting the required 10m setback;

AND WHEREAS the Applicant seeks relief from Zoning By-law No. 2001-26 as amended, Section 3.1 c) to permit an accessory structure with a total accessory structure lot coverage exceeding the maximum permitted coverage of 5%;

AND WHEREAS the Applicant seeks relief from Zoning By-law No. 2001-26 as amended, Section 4.2.2 vii) to permit an accessory structure with a total lot coverage exceeding the maximum permitted coverage of 15%;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan:

_____ Support the Zoning By-law Amendment subject to a building permit, permitting the establishment of an accessory structure with:

- a maximum a 4m setback to the rear yard at the northwest corner of Magnet Road;
- a maximum 8.8m setback from the rear yard at the northeast corner of Magnet Road;
- a maximum lot coverage of 16.25%;
- a maximum accessory lot coverage of 7.5%.

OR

_____ Deny the application requiring the applicant to remove the existing structure locating the proposed accessory structure within the required 10m setback from a Municipally maintained road.


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			

 Municipality of Magnetawan	STAFF REPORT
To:	Municipality of Magnetawan Council
From:	Erica Kellogg –Deputy Clerk – Planning and Development
Application:	Zoning By-law – Proposed construction of an accessory structure
Subject Land:	34 Magnet Road, former Township of Croft Magnetawan
Report Date:	May 14 th , 2025

Background:

A Zoning By-law Amendment application has been submitted by Ed Saunders (owner) to rezone the subject lands from Residential Shoreline to Residential Shoreline Exception Forty-two (RS-42). If approved the amendment would permit a one-storey accessory structure to be built without the required 10m setback from the rear yard and exceeding the required lot coverage.

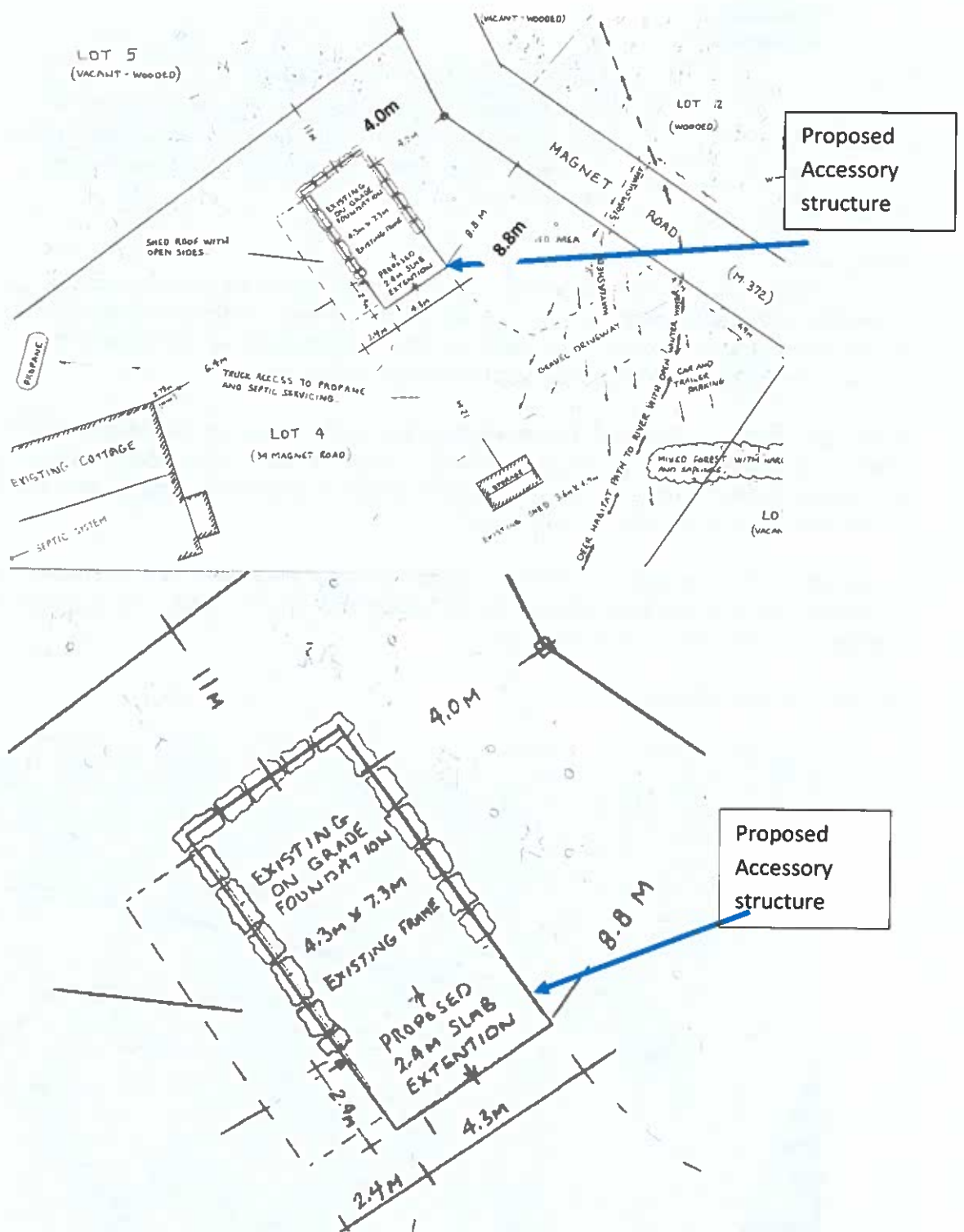
The subject lands are legally described as M391 Lot 4, Municipally known as 34 Magnet Road in the former Township of Croft, refer to Figure #1. The subject lands are accessed via Magnet Road, a Municipally owned, year-round maintained road. According to MPAC the lands have a total lot area of 1.65 acres, 79 meters of frontage and is 103 metres in depth.

According to the applicant the subject lands contain a single-family dwelling and detached storage shed. The subject land is serviced by individual on-site sewage and well. Figure #2, a site sketch provided by the applicant showcases the existing structures.

Figure #1: Location of Subject Land



Figure #2: Site of Existing Structures



Land Context

The surrounding uses are residential and all surrounding properties are zoned shoreline residential.

Policy Considerations

Provincial Planning Statement (PPS) and Planning Act

When making land use decisions, Planning Authorities must ensure that the decisions are consistent with both the Planning Act and the PPS. In the context of the PPS, the subject lands are located outside the Settlement Area and are considered Rural Lands within the context of the PPS. Section 2.6 of the PPS permits uses that include *"resource-based recreational uses (including recreational dwellings not intended as permanent residences)"* which would include accessory uses.

Section 4.1 of the PPS outlines policies for the development and protection of natural heritage features. The subject lands are not located in or adjacent to any significant natural heritage features as seen in Figure #3, Schedule of the Official Plan. There are lands that surround the subject lands that have identified Fish Habitat; however, these features are located approximately 130m from the proposed accessory structure and there is no anticipated negative impact on the natural features or their ecological functions.

Figure #3: Schedule B, Official Plan



Figure #4: Schedule B, Official Plan



Municipality of Magnetawan Official Plan

The Municipality's Official Plan provides direction on growth and development as it pertains to lands within Magnetawan. The Official Plan gives policy direction to address the environment, cultural and built heritage, natural resources and transportation. Schedule A and Schedule B of the Official Plan identifies the subject land as Rural and Shoreline, shown in Figure 3 and 4.

Section 5.2 of the Official Plan indicates that within the Rural Areas permitted uses include residential dwellings and accessory uses provided they are in close proximity to other residential and existing roadways, this policy statement is directed towards new development. The subject lands are currently developed with an existing detached dwelling and an accessory structure.

Section 5.4 of the Official Plan provides policy direction for lands designated as Shoreline. The policy states that permitted uses include detached dwelling and accessory uses. The proposed one-storey accessory structure is a permitted use within these designations. As the proposed development is

approximately 130m from the identified Fish Habitat, it is anticipated that there will be no negative impact on the adjacent Fish Habitat, keeping in compliance with Section 4.7 of the Official Plan.

Municipality of Magnetawan Zoning By-law

The subject lands are zoned Shoreline Residential (RS), within the RS Zone permitted uses include accessory structures. Section 3.1 i) ii) provides a required rear yard setback of 10m. The applicant indicates in their justification that the proposed one-storey accessory structure existed prior to their 2013 purchase, however no building permits issued for the structure have been found.

The applicants site sketch (Figure #2) provides setbacks for an existing concrete pad that the applicant seeks to construct the new proposed accessory structure on. These setbacks are 4m at the northwest corner and 8.8m at the northeast corner. Section 3.1 i) ii) requires a rear yard setback of 10m for all accessory structures when abutting a Municipally maintained road, to which Magnet Road is.. A summary of required and proposed zoning standards is captured in Figure #5.

Through the review of the proposed Zoning By-law Amendment application and the information provided by the applicant, it has been identified that, with the construction of the proposed accessory structure the total lot coverage would exceed that which is permitted within the Zoning By-law. The applicant has indicated in their application the total square footage of the proposed accessory structure is 312 sqft² +/- this does not include the lean-to which is included in total square footage, making the total size of the proposed structure 700 sqft² +/- . The applicant will require an amendment to request an increase in the permitted total lot coverage from 15% to 16.25% and an increase for accessory lot coverage from 5% to 7.5%.

Figure #5 Summary of Required and Proposed Zoning Setbacks.

Municipality of Magnetawan Zoning Provisions	Zoning By-law Requirements	Proposed One-storey Accessory Structure
Minimum Front Yard Setback	15 metres	24.4 metres
Minimum Rear Yard Setback	10 metres	4 metres
Minimum Rear Yard Setback	10 metres	8.8 metres
Interior Yard Setback (East)	3.5 metres	31 metres
Interior Yard Setback (West)	3.5 metres	11. metres
Maximum Lot Coverage	15%	16.25%
Maximum Lot Coverage (Accessory Structures)	5%	7.5%
Maximum Height	5 metres	4.5 metres

The intent and purpose of the Zoning By-law is to prescribe among other things, setbacks as noted in Section 3.1. Setbacks reduce any potential risk or hazard, which include safety, privacy and or environmental impact. Although the use of the accessory structure complies with the existing zoning, the proposed location of the structure is not in keeping with the Zoning By-law.

Staff Comments

Building: Building Permits for both the use of the existing structure shall be required in addition to the proposed accessory structure.

Fire: no concerns to the application.

Roads: In the future if the Municipality decides to widen the road, the proposed setbacks do not provide a lot of space from the structure. The location of the proposed structure does not hinder sight lines as the bend is gradual and a natural buffer from the structure can be observed.

By-law: no concerns to the application

Conclusion:

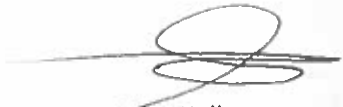
The applicant seeks permission to establish an accessory structure in the rear yard of the subject lands while not being compliant with the current Zoning By-laws required setbacks or lot coverage. As of the time of this report, confirmation of the previously erected structure with required building permit, cannot be found. A search of the property indicates no structure existed prior to 2011. It would seem reasonable that between 2016 (Image #3) and 2021 (Image #4) the structure was built, it is unknown the extent (fully enclosed/roofed etc.) of the structure at the time it was built, it is also unknown when the structure shown in Image #1 was constructed since in 2021 a trailer was parked in this area. Building permits cannot be found on file.

The proposed structure is not set back within the required 10m's, setbacks reduce any potential risk or hazard, which include safety, privacy and or environmental impact. Although the use of the accessory structure complies with the exiting zoning, the proposed location of the structure is not in keeping with the Zoning By-law.

The following options are available to Council:

- i. Support the Zoning By-law Amendment subject to a building permit, permitting the establishment of an accessory structure with:
 - a. a maximum a 4m setback to the rear yard at the northwest corner of Magnet Road;
 - b. a maximum 8.8m setback from the rear yard at the northeast corner of Magnet Road;
 - c. a maximum lot coverage of 16.25%;
 - d. a maximum accessory lot coverage of 7.5%. or
- ii. Deny the application requiring the applicant to remove the existing structure locating the proposed accessory structure within the required 10m setback from a Municipally maintained road.

Respectfully submitted,



Erica Kellogg
Deputy Clerk - Planning and Development

Image #1 Photo supplied by Applicant showcasing current structure



Image #2 2011 Ariel Imagery showcasing with a red circle the area of the existing structure



Image #3 2016 Ariel Imagery showcasing with a red circle the area of the existing structure



Image #4 2021 Ariel Imagery showcasing a trailer parked in the area of the proposed area



Application for variance : Feb 7, 2025

**34 Magnet road, Magnetawan Ontario
Lot 4 Registered Plan M-372**

Reason for variance request : Existing structure and its foundation are not within the current zoning bylaw required setbacks. The building is in disrepair and did not hold up to snow loads over the years. The building is believed to be constructed by the previous owner in 1980 - 1990s. This request is to build the structure to comply with the current Ontario Building Code and to extend the existing foundation by 2.4M to the east to allow for sufficient storage of a tractor and its implements, consistent with the original use of the structure. The existing foundation and the post and beams are in place. The roof will need to be constructed to meet the minimum OBC requirements to prevent collapse under heavy snow loads.

Property background : We purchased the property October 2013 there was an existing wood framed sun room with a roof over a trailer. The structure was in disrepair and failing. We applied for a repair permit to make the building safe under the bylaw 2011-21 sec 3.33 sec 3.19 in August of 2015.

The permit was approved and work completed. Final inspection completed and file closed. In approximately 2018 we received notice from the township of Magnetawan that they will no longer be collecting fees for a trailer permit and that there has been a change to the zoning bylaw regarding trailers on properties zoned SR. We were informed that we had to remove the Trailer seasonally. We agreed to remove the trailer and in May of 2019 we were issued a permit to enclose the structure and form a legal non conforming principal building. We also applied for a septic system permit and electrical permit. All were approved and completed. Final inspection from the building department was August 2024. Our intention is to construct the tractor drive shed in its existing location with a small extension of 2.4 meters to the East. (see plan A-1) the existing foundation and wall structural framing remain in place.

Property characteristics and Features : This request is specific to our property and its natural features. The entire property slopes continuously towards the Magnetawan River at a elevation drop of approximately 40 ft. The location of the existing tractor shed was likely selected due to it being the most naturally level location on the property and its proximity to the main building and its services. Relocation of the structure is not possible due to the natural steep contours of the property and due to concerns of the environmental impact regarding watershed and the impact on deer habitat and other wildlife. There is a municipal storm culvert that crosses the road loading water directly onto our property from the ditches on both sides of Magnet road. See plan A-1.1 for culvert location. The culvert was recently replace by the town of Magnetawan a few years ago as part of Magnet road upgrades and should be on file. The North/east corner of the

cont.

2 of 2

lot will flood during snow melt and heavy rains. The water cascades diagonally across the driveway as noted on plan A-1.1 and eventually to the Magnetawan river.

There is a natural path of travel for the very large local deer and moose populations. The trail comes from Poverty Bay through the wooded municipal lot Block "A" and passes down the east side of our Lot that is comprised of many hardwood and conifer trees and saplings, to the only flat outcrop on the river between two sets of rapids. Open water is available year round. The path is very popular for many different wild life populations. This request would not require any tree cutting or disruption to a natural habitat trail.

Intent : To build a structure that will comply with the current Ontario Building Code. There will be no environmental impact or interruption to the deer and other wildlife habitat as they seek food and winter water. The structure is secluded and barely visible from the road and all neighboring properties with a wooded buffer. The intent is to have the structure blend in with the surrounding trees on all sides by choosing natural colors for exterior finishes. This variance request is mainly to build on an existing foot print and extend it 2.4M east as seen on plan A-1. There are other properties within the same zoning bylaw requirements on Magnet road that have existing accessory structures, specifically garages, built many years ago that would not meet the current setback requirements and are not detrimental to neighboring properties and do meet the general intent of the zoning bylaw and official plan.

Receiving this variance will place us on equal footing with neighboring properties that have accessory structures that do not meet the current zoning setback requirements.

Granting this variance will be in harmony with the general intent and purpose of the current zoning bylaw and the official plan. Granting this variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Thank you and hope to hear from you soon.

Regards,

Edward Saunders (edwa@mail.com)
34 Magnet road Ont.



**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
ZONING BY-LAW AMENDMENT**

Date Received by Municipality: _____

1) APPLICATION INFORMATION

Name of Applicant: EDWARD K SAUNDERS LEOA SAUNDERS

Mailing Address: 6 RUBY RIDGE ORO-MECONTE ONT. L0L 2E0

Telephone Number (Home): 905-630-0670 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: _____

Mailing Address: _____

Name: _____

Mailing Address: _____

4) SUBJECT LANDS

Geographic Township: ORO Concession: 11 Lot: 4

Reference Plan: REG PLAN 2014 Part/Block/Lot: PART OF LOTS 16 17 CONCESSION 11

Street Name and Number: 34 MAGNET RD
(If corner lot, please include both Street Names)

Water Access only: _____

(Name of Waterbody)

Area of subject lands (ha): _____ Frontage (m): 48.58M Depth (m): 90.33M

5) **OFFICIAL PLAN / ZONING STATUS**

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

What is the current Zoning?

SR.

6) **REASONS FOR REQUEST**

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

TO MAKE SAFE BY REPAIR AND RESTORATION AND
EXTEND STRUCTURE BY 2.4M UNDER ZONING PROVISIONS

4.2.2 (vi)

SEE ATTACHED DOCUMENT.

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?

DWELLING (PRINCIPAL BLDG)

What are they used for?

TRACTOR STORAGE SHED

TOOL STORAGE SHED

Please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	DWELLING	TRACTOR SHED	TOOL STORAGE
Setback from Front Lot Line	30M %	62M %	60M %
Setback from Rear Lot Line	19.5M (ROAD)	4M TO 8.8M (ROAD)	14M
Setback from Side Lot Line	12M % W	11M W	19.5M E
Setback from Side Lot Line			
Height (metres)	4.3M	4.42M	3.66M
Dimensions	7.9M X 10.9M	3.96 X 7.3M	2.44M X 4.3M
Floor Area	87m ²	28.96m ²	10.41m ²
Date of Construction	2015 2018	1980 %	2015

SEE
PLAN A-1

What is the proposed future use of the subject lands: NO CHANGE

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? 2013

How long have the "existing uses" continued on the subject lands? 2013 TO CURRENT 2025

12 yrs.

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? _____

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
SEE ATTACHED PLANS A A-1 A-1.1

Required Sketch should include the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Lot dimensions | <input checked="" type="checkbox"/> Buildings and Structures |
| <input checked="" type="checkbox"/> Major Physical Features | <input checked="" type="checkbox"/> Sewage and Water Systems |
| <input checked="" type="checkbox"/> 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 premises for the limited purpose of evaluating the merits of this application. This is their authority for doing so

FEB 11, 2025
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.

FEB 11, 2025
Date

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

14) PAYMENT OF FEE AND DEPOSIT

- | | |
|--|--|
| <input type="checkbox"/> Application Fee | As per the current Fees and Charges By-law |
| <input type="checkbox"/> Residential Deposit Fee | As per the current Fees and Charges By-law |
| <input type="checkbox"/> 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.

FEB 11, 2025
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 District of Parry Sound 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 Municipal office in the Municipality of Magnetawan of District of Parry Sound this 12 day of February.
FEB 12/25
Date

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



34 MAGNET ROAD MAGNETAWAN ONT.

PROPOSED

: RESTORATION OF EXISTING 14'X24'
TRACTOR AND IMPLEMENT SHED TO MEET
CURRENT ONTARIO BUILDING CODE REGULATIONS

: EXTEND EXISTING ON GRADE FOUNDATION
2.4M TO THE EAST.
: ADD SIDE PORT ROOF WITH OPEN SIDES
FOR FIRE WOOD STORAGE.

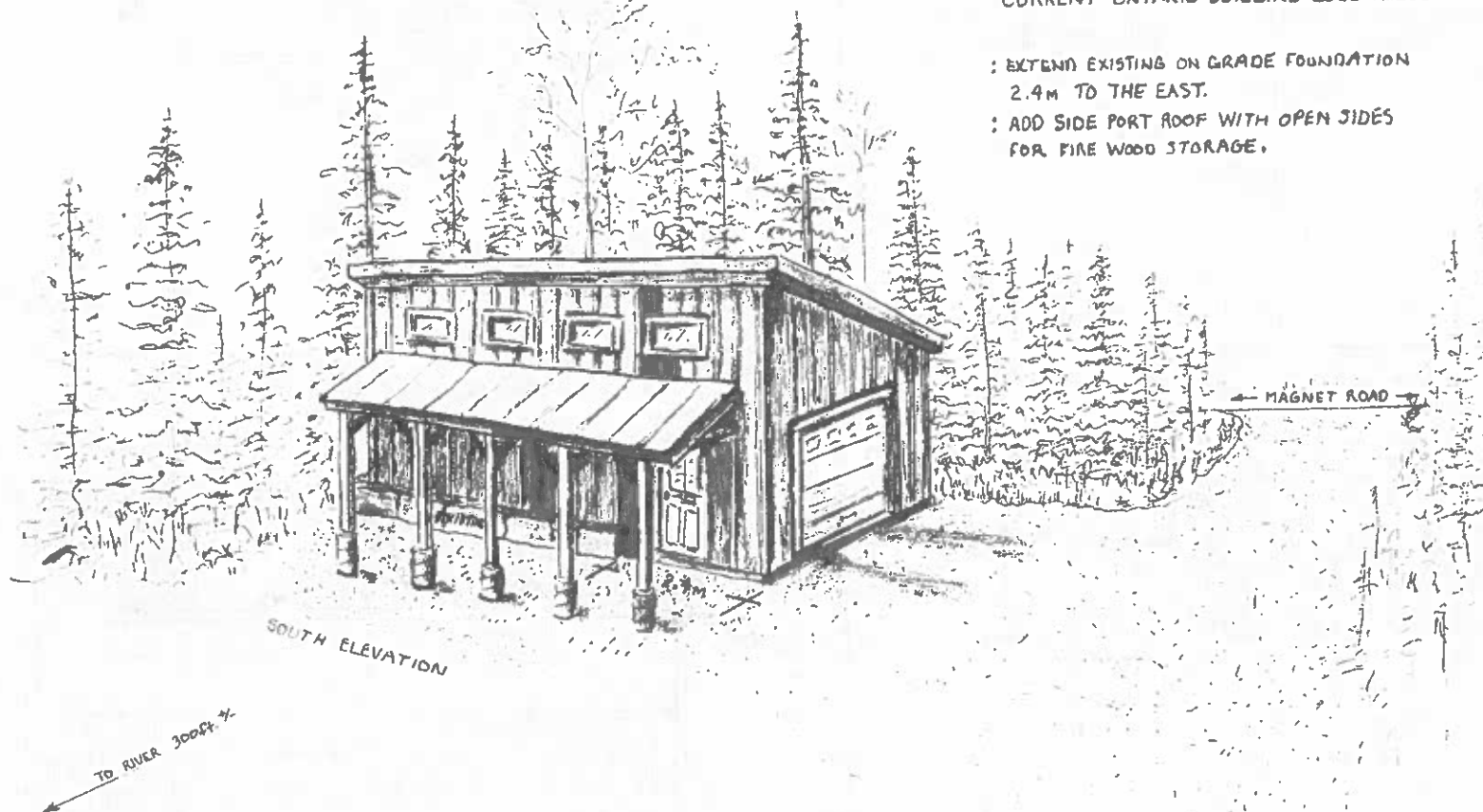
APPLICANT: (OWNER)
EDWARD SAUNDERS

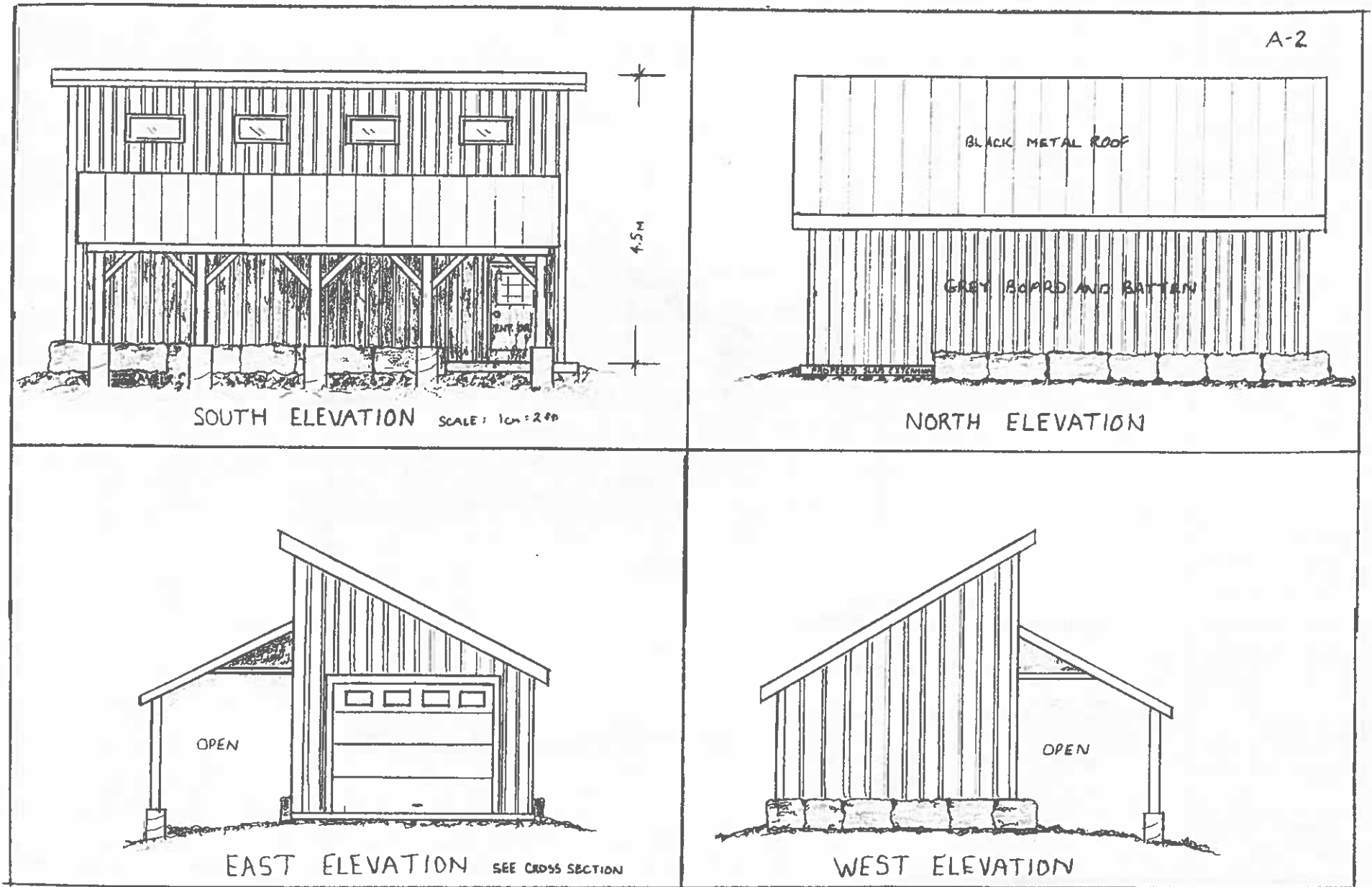
DESIGN BY: OWNER

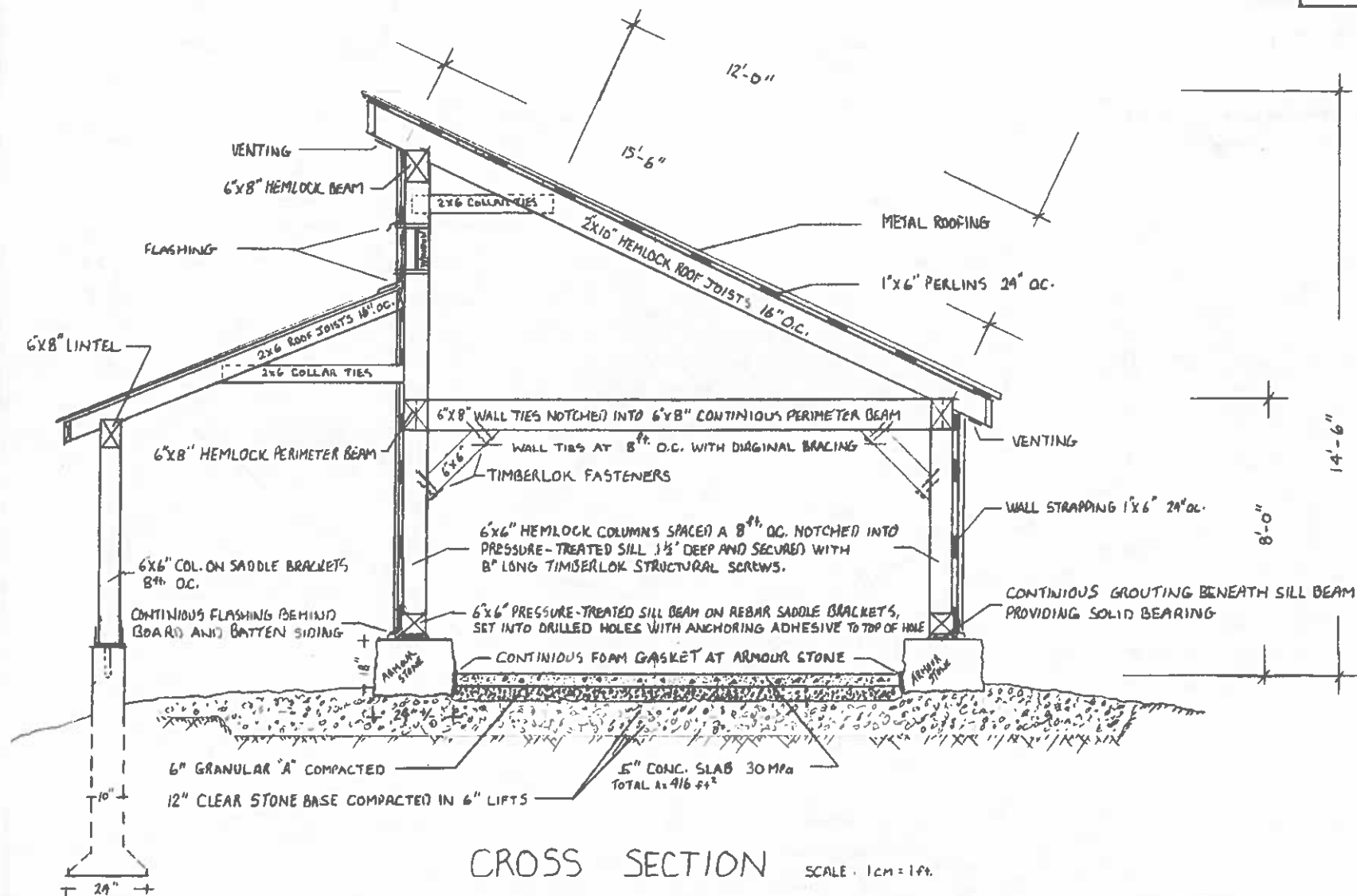
SITE PLAN A
LOT FEATURES A-1.1
ELEVATIONS A-2

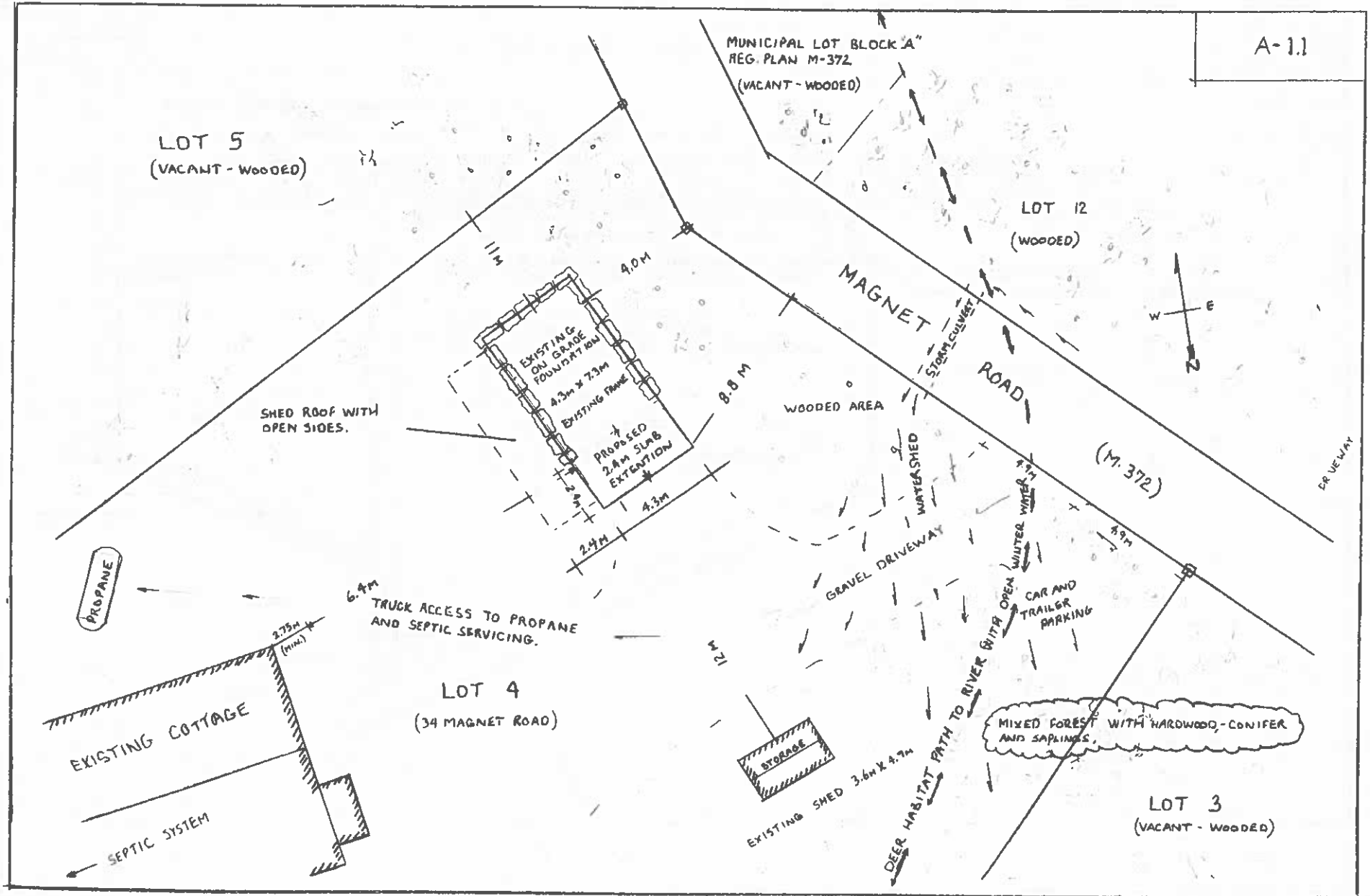
CROSS SECTION A-3

DETAILS A-4









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:

May 14th 2025

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 Plan 391 Lot 4 (Croft), Municipally known as 34 Magnet Road, Municipality of Magnetawan.

THE PURPOSE AND EFFECT of the Zoning By-law Amendment application is to seek relief from Section 3.1 i) ii) – Rear Yard setback from a Municipally maintained road being 10 meters. If approved the amendment would permit an accessory structure to be established within the 10 meter required setback.

IF YOU WISH TO APPEAL the decision of the Municipality of Magnetawan to the Ontario Land Tribunal (OLT) in respect to the By-law, you may do so within twenty (20) days of the issuance of the notice of passing by filing a Notice of Appeal via the OLT e-file at <https://olt.gov.on.ca/e-file-service/> by selecting Magnetawan [*Municipality of*] as the Approval Authority or by mail to the Deputy Clerk – Planning and Development, Municipality of Magnetawan, no later than 4:30 p.m. on or before the last date of appeal as seen in this notice. The filing of an appeal after 4:30 p.m., in person or electronically, will be deemed to have been received the next business day. If the efile portal is down, you can submit your appeal to: planning@magnetawan.com. Please consult the Ontario Land Tribunal's website (<https://olt.gov.on.ca/>) or call 1-866-448-2248 for further information regarding how to file an appeal and for the current filing fee.

WHO CAN FILE AN APPEAL

Pursuant to Section 34(19) of the *Planning Act R.S.O 1990, c. P.13*. a Notice of Appeal may be filed to the OLT by the following parties:

- The Applicant;
- A specified person who, prior to the decision, made oral submissions at a public meeting or written submissions to the Municipality of Magnetawan Council;
- A public body who, prior to the decision, made oral submissions at a public meeting or written submissions to the Municipality of Magnetawan Council;
- The registered owner who, prior to the decision, made oral submissions at a public meeting or written submissions to the Municipality of Magnetawan Council;
- The Minister.

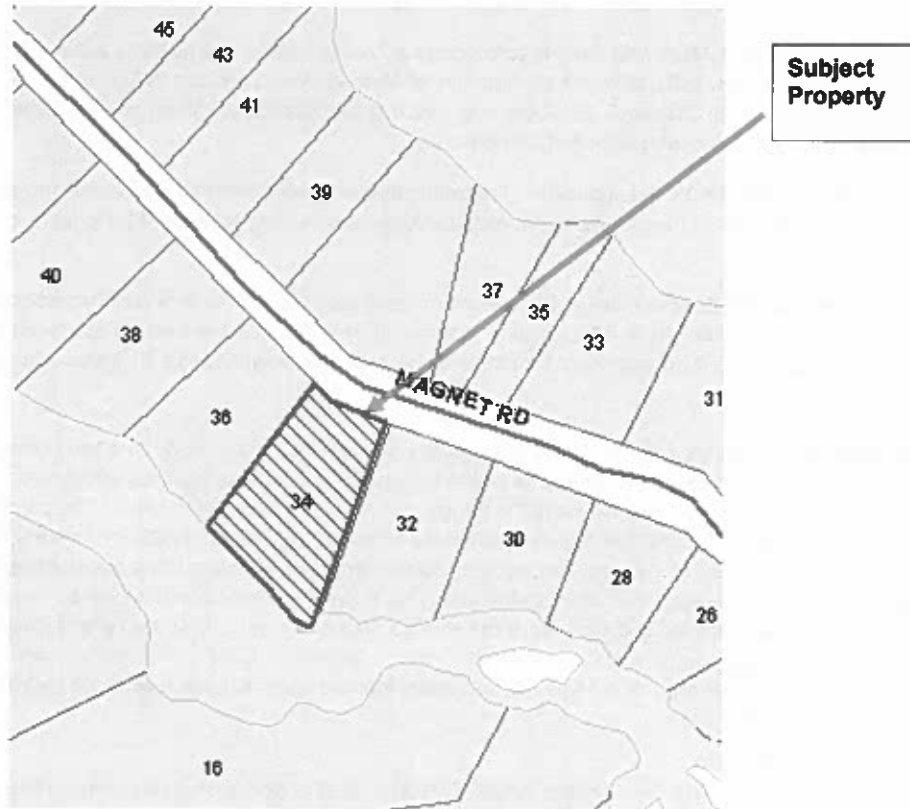
No person or public body shall be added as a party to the hearing of the appeal unless, before the by-law was passed, the person or public body made oral submissions at the public meeting or written submissions to the Council of the Municipality of Magnetawan or, in the opinion of the OLT, there are reasonable grounds to add the person or public body as a party.

In accordance with Section 34(19) of the *Planning Act* third party appeals by persons or individuals are not permitted. When no appeal is lodged within the 20 days after the giving of notice, the decision becomes final and binding and notice to that effect will be issued by the Secretary.

The Notice of Appeal must:

- i. set out reasons for the appeal;
- ii. be accompanied by the fee as prescribed by the OLT per application, payable online through OLT e-file or by certified cheque or money order to the Minister of Finance. A copy of the Ontario Land Tribunal Fee Schedule may be found at <https://olt.gov.on.ca>.

PLEASE SUBMIT ANY WRITTEN COMMENTS TO ERICA KELLOGG
Quoting File No: SAUNDERS ZONING BY-LAW AMENDMENT
Erica Kellogg, Deputy Clerk – Planning and Development
Municipality of Magnetawan
P.O. Box 70, Magnetawan, Ontario, P0A 1P0
705-387-3947 ext. 1011, planning@magnetawan.com
DATED at the Municipality of Magnetawan this 25th day of April, 2025
KEY MAP OF SUBJECT PROPERTY:



THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2025-

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 at Plan M391 Lot 4, Municipality of Magnetawan, District of Parry Sound (4944 030 00302344 Saunders)

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 Council has conducted a public meeting as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended and if changes have been made to this By-law following the Public Meeting, that no further notice is required; and

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

1. **THAT** Schedule 'A-1' to Zoning By-law No. 2001-26 is hereby amended by rezoning the subject lands legally described as PLAN M391 Lot 4, Municipality of Magnetawan, District of Parry Sound, from the Shoreline Residential (SR) Zone to Shoreline Residential Exception Forty-two (SR-42) Zone, as shown on Schedule 'A' attached forming part of this By-law.

2. **THAT** Section 4.2.4 of Zoning By-law No. 2001-26 is hereby amended by the addition of the following:

4.2.4.31 Notwithstanding the requirements of Section 4.2 of this By-law to the contrary, the following provisions will apply to the lands within the Shoreline Residential Exception Forty-two (SR-42) Zone in Plan M391 Lot 4, Municipality of Magnetawan, District of Parry Sound:

Support the Zoning By-law Amendment subject to a building permit, permitting the establishment of an accessory structure with:

- a. a maximum a 4m setback to the rear yard at the northwest corner of Magnet Road;
- b. a maximum 8.8m setback from the rear yard at the northeast corner of Magnet Road;
- c. a maximum lot coverage of 16.25%;
- d. a maximum accessory lot coverage of 7.5%.

This By-Law shall become effective on the date it is passed by the Council of the Corporation of the Municipality of Magnetawan, subject to the applicable provisions of the *Planning Act*, R.S.O. 1990, as amended.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 14th day of May, 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

Schedule "A"
Croft Plan M391 Lot 4
Municipality of Magnetawan
District of Parry Sound
494403000302344



Lands to be rezoned from Residential Shoreline to Residential Shoreline Exception Forty-two (RS-42)

This is Schedule 'A' to Zoning By-law 2025 - _____

Passed this _____ day of _____, 2025

Mayor

Clerk

Moved by: _____

Seconded by: _____

WHEREAS the Municipality of Magnetawan has received a request to support an application for consent to create 1 new lot located on 15th/16th Side Road, which is a year round municipally maintained road, Magnetawan (Stockdale 4944 030 00412001). The properties are legally described as Croft CON 5 PT LOT 15, hereinafter referred to as "the Lands";

AND WHEREAS the Municipal planning consultant has provided a report in support of the application with conditions;

NOW THEREFORE BE IT RESOLVED THAT the Committee of Adjustment for the Municipality of Magnetawan supports in principle the consent application for the "Lands", subject to the following conditions:

- That the foregoing conditions be fulfilled within two years of the notice of decision of the Committee of Adjustment;
- Draft Reference Plans to be approved by the Municipality prior to registration;
- Two (2) true certified paper copies of the registered plans and electronic versions for the proposed severed lots prepared by an Ontario Land Surveyor with a certification that it is a true copy be provided to the Municipality for review and approval which conforms substantially with the applications as submitted;
- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
- A copy of the original executed transfers (deeds) with all schedules be provided to the Municipality;
- Confirmation from the North Bay Mattawa Conservation Authority (NBMCA) that the proposed Severed and Retained Lot can be adequately serviced by individual on-site septic systems;
- Payment of all taxes, municipal legal fees, planning fees and fees as per the current Fees and Charges By-law, Park Land Dedication By-law and all other fees associated with the processing of these applications;
- That the Applicant receive confirmation from the Municipality of a suitable location for an entrance to the Severed and Retained lots from 15th/16th Side Road;
- That the Applicant apply for and be approved for a Zoning Amendment to rezone the proposed severed lot from Rural to Rural Residential to bring the proposed Severed Lot into compliance with the Zoning By-law.

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			

Planning Report

To: Mayor and Members of Council, Municipality of Magnetawan

From: Kent Randall and Chris Conti (EcoVue Consulting), Township Planning Consultants

Subject: Proposed Consent, Part Lot 15, Concession 5, Former Township of Croft, Municipality of Magnetawan

File: EcoVue Project No: 25-2125-02

Date: April 30, 2025

1.0 Recommendation

We recommend that Council receive the report dated April 30, 2025 from EcoVue Consulting Services regarding the "Stockdale" application and that Council approve the application and that the provisional consent be given subject to the following conditions:

1. The Applicant shall provide a draft reference plan of survey to the Municipality of Magnetawan for review prior to registration.
2. The Applicant shall provide a draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration.
3. A parkland dedication fee shall be paid in accordance with Section 51.1 of the Planning Act acceptable to the Municipality of Magnetawan in cash or certified cheque.
4. All taxes, municipal, legal, and planning fees associated with the processing of this application including fees under By-law 2011-11, 2011-16 and current Municipal Fees & Charges By-law shall be paid.
5. That prior to final approval of the consent the Applicant provide information acceptable to the Municipality demonstrating that the subject parcel can accommodate a dwelling, septic system and associated facilities without causing negative impacts on the deer wintering area

and that there are no potential issues regarding Minimum Distance Separation from agricultural facilities.

6. That prior to final approval of the consent, the Applicant shall obtain approval of a minor variance from the provisions of Zoning By-law No. Frontage for lot area in a Rural (RU) zone.

2.0 The Application

Thomas Stockdale (Applicant) has applied for a consent to sever a portion of the property at Lot 15, Concession 5, former Township of Croft, Municipality of Magnetawan. The property is currently owned by Mr. Stockdale and his brother, Richard Stockdale, and the family of their cousin who recently passed away.

The intent of the application is to split the property among the owners with approximately one-third being conveyed to the Applicant while the other two thirds will be retained by Richard Stockdale and the cousin's family. The Applicant intends to retain the proposed severed parcel and at present does not intend to change its use. The proposed retained parcel is intended to remain in the ownership of the other two owners who intend to sell it. Thomas Stockdale (Applicant) has applied for the consent with agreement of the other owners.

The subject property is part of a peninsula of land that partially separates Ahmic Lake from Beaver Lake. However, it does not include waterfront on either lake. It has an area of approximately 20.46 hectares and frontage of approximately 509.96 metres. The proposed severed parcel consists of the northern third of the property. It has an area of approximately 6.82 hectares and a frontage of approximately 169.99 metres. The retained parcel has an area of approximately 13.64 hectares and frontage of approximately 389.98 metres.

The property has frontage on the 15-16 Concession Road which is a year-round maintained public road. Both the severed and retained parcels will have frontage on this road. The retained parcel will also have frontage on Hickory Lane which is a private road.

No buildings or structures are located on the subject property and no construction is currently being proposed. The effect of the application will be to separate approximately one third of the subject property which will be conveyed to the Applicant. The retained parcel will remain in the ownership of the other two parties.

3.0 Planning Analysis

3.1 The Planning Act

The authority for municipalities to grant severances emanates from Section 53 (1) of the Act which states:

(1) An owner, chargee or purchaser of land, or such owner's, chargee's or purchaser's agent duly authorized in writing, may apply for a consent as defined in subsection 50 (1) and the council or the Minister, as the case may be, may, subject to this section, give a consent if satisfied that a plan of subdivision of the land is not necessary for the proper and orderly development of the municipality. 2021, c. 25, Sched. 24, s. 4 (1).

Severances are required to have regard for matters in Section 51 (24) of the Act through reference in Section 53 (12). Section 51 (24) states the following:

(24) In considering a draft plan of subdivision, regard shall be had, among other matters, to the health, safety, convenience, accessibility for persons with disabilities and welfare of the present and future inhabitants of the municipality and to,

(a) the effect of development of the proposed subdivision on matters of provincial interest as referred to in section 2;

(b) whether the proposed subdivision is premature or in the public interest;

(c) whether the plan conforms to the official plan and adjacent plans of subdivision, if any;

(d) the suitability of the land for the purposes for which it is to be subdivided;

(d.1) if any affordable housing units are being proposed, the suitability of the proposed units for affordable housing;

- (e) the number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them;*
- (f) the dimensions and shapes of the proposed lots;*
- (g) the restrictions or proposed restrictions, if any, on the land proposed to be subdivided or the buildings and structures proposed to be erected on it and the restrictions, if any, on adjoining land;*
- (h) conservation of natural resources and flood control;*
- (i) the adequacy of utilities and municipal services;*
- (j) the adequacy of school sites;*
- (k) the area of land, if any, within the proposed subdivision that, exclusive of highways, is to be conveyed or dedicated for public purposes;*
- (l) the extent to which the plan's design optimizes the available supply, means of supplying, efficient use and conservation of energy; and*
- (m) the interrelationship between the design of the proposed plan of subdivision and site plan control matters relating to any development on the land, if the land is also located within a site plan control area designated under subsection 41 (2) of this Act or subsection 114 (2) of the City of Toronto Act, 2006. 1994, c. 23, s. 30; 2001, c. 32, s. 31 (2); 2006, c. 23, s. 22 (3, 4); 2016, c. 25, Sched. 4, s. 8 (2).*

The above requirements as they apply to the proposal, including conformity with the applicable Official Plan and Zoning By-law as required in sections 51 (24) (c) and (g) above, are addressed in the remainder of this report where appropriate.

3.2 Provincial Planning Statement (2024)

Through Subsection 3 (5) of the Act, the proposed consent must be consistent with policy statements issued under Subsection 3 (1). The Provincial Planning Statement (PPS) which came into effect on October 20, 2024 is the relevant policy statement that applies to the proposal.

3.2.1 Rural Areas in Municipalities

The policies in section 2.5 of the PPS require building on rural character and leveraging rural amenities and assets in order to support healthy, integrated and viable rural areas. The proposed consent is consistent with this policy since it will create a large lot that meets most zoning requirements and will be compatible with others in the area and the rural character. The proposed use of the property is also consistent with rural character and is intended to maintain its natural assets.

3.2.2 Rural Lands in Municipalities

Section 2.6 of the PPS applies to rural lands in municipalities. The permitted uses for rural lands include resource-based recreational uses including recreational dwellings, and residential uses, including lot creation where conditions are suitable for the provision of appropriate sewage and water services. The policies in this section also require new lots to comply with Minimum Distance Separation (MDS) requirements.

The intent of the proposal is to maintain the resource based recreational use of the property. While the application is not currently proposing residential use, the consent will result in an additional lot that may be suitable for the location of a residence. Provided that appropriate information demonstrates that the proposed lot can accommodate sewage and water services (i.e. septic permit), the consent will be consistent with this policy. The proposed lot must also comply with MDS requirements if there are any agricultural facilities in the vicinity.

3.2.3 Sewage, Water and Stormwater

Policies for the planning of sewage, water and stormwater systems are set out in section 3.6 of the Provincial Planning Statement.

Section 3.6.4 of the Provincial Planning Statement provides for the use of individual private septic and water services where municipal services and communal services are not available. If development is proposed on the property, it is expected that private services can be provided.

3.2.4 Natural Heritage

Section 4.1 of the PPS includes natural heritage policies. Section 4.1.2 states the following:

The diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.

In addition, Section 4.1.5 (d) states that development and site alteration are not permitted in significant wildlife habitat unless it is demonstrated that there will be no negative impact on the natural feature or their ecological functions.

According to Schedule B of the Municipality of Magnetawan Official Plan (MMOP) the property is within a Deer Wintering Area. Section 4.6 of the MMOP indicates that Deer Wintering Areas may be considered as Significant Wildlife Habitat and through Section 4.1.5.(d) of the PPS and the relevant sections of the MMOP, development may not be permitted unless it is demonstrated that there will be no negative impact on the Deer Wintering Area. While at present there is no intent to change the use of the property or construct any new buildings, the consent represents development and the Municipality should be satisfied that the property can be developed without negative impact on the Deer Wintering Area. As a condition of approval of the consent the Applicant should submit information acceptable to the Municipality to demonstrate that the lot can be developed with a single detached dwelling without causing negative impact on the Deer Wintering Area. This matter is discussed later in this report.

The remainder of the policies in the PPS are not directly relevant to the proposal.

Based upon our review, the proposed consent will be consistent with the PPS provided the conditions recommended in this report are applied to the approval.

3.3 Growth Plan for Northern Ontario

The area covered by the Growth Plan for Northern Ontario includes the subject property. The Growth Plan for Northern Ontario sets out a number of policies which promote community development, economic growth and the protection of the environment.

The proposed consent may represent a modest amount of growth and economic activity. Provided the recommendations in this report are applied to the approval of the consent, the proposal should not have a negative impact on significant environmental features and functions.

Based upon these factors, the proposed consent will conform to the Growth Plan for Northern Ontario.

3.3 Official Plan

The Municipality of Magnetawan Official Plan (MMOP) includes policies regarding the development and use of lands, and the protection of environmental features within the Municipality. It also includes policies which apply specifically to lot creation. Furthermore, as noted in Section 51 (24) (c) of the Act, the proposed consent must conform to the requirements of the applicable Official Plan which in this case is the MMOP.

The subject property is designated Rural in the MMOP. The Rural designation allows for the existing use of the property and also permits some limited residential use.

Section 4.3 includes policies for the protection of surface water quality. The policies apply mainly to the development of shoreline lots and set out setback requirements for septic systems for lakes that are "at or near capacity". As noted earlier, the subject parcel does not contain waterfront. The subject property is located on a peninsula between Ahmic Lake or Beaver Lake, Ahmic Lake is identified in Appendix 1 of the MMOP as having some capacity, but Beaver Lake, also called Neighick Lake, is identified as having limited capacity. Based upon Section 4.3, a 300 m. setback may be required for the septic system from Beaver Lake. However, based upon provincial mapping it appears that the proposed severed parcel is close to 300 m. from the Beaver Lake shoreline, and therefore, it is expected that this requirement will be met. The policies in Section 4.3 should not restrict the further development of the subject parcel if it is proposed in the future.

Section 4.4 of the MMOP contains policies for the protection of natural heritage features. It states in part:

New development or 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. Where development is proposed within or adjacent to these areas, the approval authority shall require the submission of an Environmental Impact Assessment.

The policies in Section 4.6 of the MMOP apply specifically to deer habitat. In Section 4.6 it states that the areas identified as deer habitat are shown generally on Schedule B of the MMOP and they may change over time. In addition it states:

Development in these areas must be sensitive to the impact of the development on deer wintering areas. These areas are generally described as areas having dense conifer cover and lands having woody deciduous vegetation within 30 metres of dense conifer vegetation. The removal of vegetation in these areas will be minimized. Within the significant deer habitat areas shown on Schedule B new lots should avoid areas of dense conifer cover or be of a sufficient size to provide a suitable development area including access and services, outside the most significant deer wintering habitat areas described above. The minimum lot size shall be 90 metres frontage and 90 metres depth.

It further states that where development is proposed within significant deer wintering habitat Council will require the submission of an Environmental Impact Assessment Report including a wildlife habitat assessment prepared by a qualified biologist to ensure that there is no negative impact.

The subject parcel is sufficiently large that it may be possible to locate a dwelling, septic system and associated facilities on the lot without encroaching into areas of dense conifer cover. Prior to final approval of the consent the Municipality should be in receipt of sufficient information to be satisfied that the subject lot can be developed with a dwelling, septic system, etc., without negatively impacting significant deer wintering habitat. This may involve simply confirming that areas of dense

conifer cover will not be removed with development of the lot, or if that is not possible, then a, Environmental Impact Assessment Report will be required to demonstrate that there will be no negative impact on significant deer habitat.

Section 4.15 of the MMOP states that for new development Council must be satisfied that there is adequate water supply and sewage disposal service for the proposal. Private sewage disposal and water service is the general standard in the Municipality. Prior to final approval of the consent the Applicant should provide sufficient information to satisfy the Municipality that the subject lot can be appropriately serviced.

Section 4.17 of the MMOP includes policies for maintain Minimum Distance separation between sensitive land uses and agricultural operations. It appears that no agricultural facilities are located in the vicinity of the subject property and therefore there may be no need for an MDS calculation. However, this requirement should be addressed by the Applicant prior to final approval of the consent.

As noted earlier, the subject property is designated Rural Area in the MMOP. Section 5.2 provides policies for Rural Areas which include the permitted uses set out in Section 5.2.1. They mainly include agriculture, recreational uses and resource-based uses. However, residential dwellings are a permitted use.

It states in Section 5.2.2:

Limited new permanent residential development shall be permitted in the Rural Areas, preferably in close proximity to other residential uses as infilling on existing roadways where school busing and municipal winter maintenance is presently being provided. Scattered or isolated development that would result in an increase in municipal servicing costs shall be discouraged.... New lots should have a minimum lot size of 1.0 hectares (2.47 acres).

While no residential use of the property is currently proposed, it is permitted in the Rural Area designation through the above provisions. There is other residential development in the area along the shoreline of Beaver Lake and Ahmic Lake, so residential use of the severed parcel could be considered infilling and would not be an isolated development. The severed parcel meets the size

requirement noted above. However, as discussed later in this report the proposed lot will not meet the lot area requirement for the Rural zone in the Zoning By-law.

Policies for land divisions are included in Section 7.0 of the MMOP and criteria for severances are set out in Section 7.1.1. They include that the proposal must not require a plan of subdivision and that the lot size and setback requirements will satisfy the specific requirements of the MMOP and the zoning by-law. The proposed consent does not require a plan of subdivision, the severed parcel meets most lot size requirements except for the lot area requirement for the Rural zone. If development of the severed parcel occurs, it is expected that all setback requirements can be met..

Section 7.1.1 (e) requires that lots must have road access in a location that avoids traffic hazards. The proposed severed parcel will have frontage on Magnetawan Concession Road 15-16. It is expected that access can be provided to there that avoids traffic hazards.

In Section 7.1.1 (f) the OP states:

(f) the lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site that is outside of any flood plain or other hazard land;

It is expected that the proposed lot can accommodate an adequate building site and an adequate means of sewage disposal and water supply. Through the conditions of approval of the consent, the Applicant must provide satisfactory information to the Municipality that the above requirements can be satisfied.

Section 7.1.1 (h) requires that lots for permanent residential use must be located on a year round maintained municipal road or a provincial highway. The proposed severed parcel will be located on a municipal road that is maintained year round.

Section 7.1.1 (i) states the following:

in the Rural designation, new lots created by consent shall be limited to the following:

i) The Township will permit the creation of up to eight new lots per year. The new lots must comply with the regulations as set out in the implementing Zoning By-law.

ii) two lots per original hundred acre lot;

iii) one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and

iv) infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway.

Pursuant to Section i)i) the proposed lot will comply with most of the applicable regulations in the Zoning By-law. It does not meet the lot area requirement, but can be dealt with through approval of a variance for the subject parcel.

Based upon the submitted information, the current ownership of the property has been in place since 1976 and prior to that was owned by the Applicant's aunt. We do not have information that other consents have been granted that might be affected by Sections ii) or iii) above and restrict approval of the subject application.

Based upon the above factors, our opinion is that the application conforms to the applicable parts of Section 7.1.1 of the OP.

Section 7.3 provides requirements for parkland dedication. These requirements will be dealt with through the recommended conditions of approval of the consent.

In view of the above our opinion is that the proposed consent conforms to Section 7.0 of the MMOP.

The remainder of the policies in the OP do not directly apply to the proposed consent.

In view of the above, our opinion is that the proposed consent will conform to the applicable policies of the MMOP.

3.4 Municipality of Magnetawan Zoning By-law

The subject property is zoned Rural (RU) in the Municipality of Magnetawan Zoning By-law 2001-26 (MMZB).

Section 3.5 of the MMZB provides a requirement for the dimension and shape of lots and states:

No lot shall have a lot depth exceeding 5 times the lot width.

The proposed severed and retained parcels will comply with the above requirement.

Section 4.6 of the MMZB includes provisions for the Rural zoning category. In Section 4.6.1 the MMZB identifies the permitted uses in the RU zone which include detached dwelling, duplex dwelling, semi detached dwelling, farm, hunt camp, lodging or boarding house, resource management activities and a variety of other uses.

Section 4.6.2 provides the property standards for the RS zone which include the following:

- i) *Minimum Lot Area – 10.0 ha*
- ii) *Minimum Lot Frontage – 134 m.*
- iii) *Minimum Front Yard – 15 m*
- iv) *Minimum Interior Side Yard – 15 m*
- v) *Minimum Exterior Side Yard – 15 m*
- vi) *Minimum Rear Yard – 15.0 m*
- vii) *Maximum Lot Coverage – 25%*
- viii) *Maximum Building Height – 10.5 m*
- ix) *No Kennel to be located within 120 metres of a residential dwelling on another lot.*

The proposed severed parcel exceeds the frontage requirement and should meet or exceed all of the other above-noted standards except for lot area. While the size of the lot is substantial at 6,8 hectares it is deficient in meeting the area requirement of 10 hectares for the RU zoning category. Given that the intent of the consent is to divide the ownership of the property among the existing owners and there is no current intent to change the use of the property, our opinion is that creation of the proposed lot with reduced area is acceptable and will still result in an appropriate lot for the RU zone. However, a variance will be required for lot area prior to final approval of the consent.

The proposed retained parcel complies with all of the standards for the RU zone and does not require any variances.

In view of the above considerations, the proposed consent will comply with the intent of the MMZB.

3.0 Summary and Conclusions

Based upon the submitted documents, the Applicant is proposing to sever a large rural lot from a property that has been owned by members of his family for many years. There is no intent at present to change the recreational use of the property or to construct any buildings or structures. The intent is only to provide for separate ownership of the severed and retained parcels.

The proposed severed parcel conforms to most provincial requirements, and to the provisions of the MMOP and MMZB. As discussed in this report, because the proposed consent creates an additional development opportunity for the severed parcel, the submission of additional information is required to address the potential development of the lot, potential impacts on deer wintering habitat and MDS requirements.

The proposed severed and retained parcels meet all size requirements in the MMOP, and the retained parcel meets all standards in the MMZB. However, the proposed severed parcel is deficient with regard to one zoning standard for the RU zone, that is for lot area. This deficiency can be dealt with through approval of a minor variance, which we recommend be applied as a requirement of approval of the consent.

In view of the above, and based upon the recommended conditions our opinion is that the proposal conforms to the relevant provisions of the MMOP and the MMZB. Furthermore, it has regard for the requirements of Section 51 (24) of the Act it and does not raise any significant concerns.

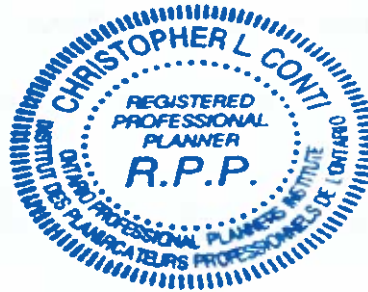
The recommendation included at the beginning of this report includes the required standard conditions for approval of the consent and also deals with additional requirements which have been discussed above.

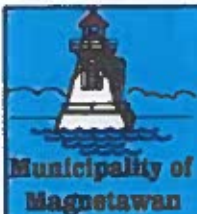
Respectfully submitted,

ECOVUE CONSULTING SERVICES INC.

Christopher L. Conti

Chris Conti, M.E.S., MCIP, RPP
Senior Planner





**MUNICIPALITY OF MAGNETAWAN
COMMITTEE OF ADJUSTMENT
CONSENT APPLICATION**

AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

In Office Use:

Date Received: _____

Fee Paid _____ Deposit _____

Date Deemed Complete _____

1. APPLICANT INFORMATION

Owner/Applicant(s):

If the applicant is the purchaser, a copy of the portion of the agreement of purchase and sale that authorizes the purchaser to make the application is required to be submitted with the application.

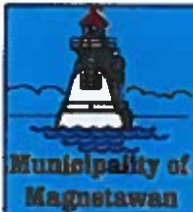
Applicant and Ownership Information			T.P. Stockdale	W. Stockdale	R.N. Coombs
Name of Legal Owner(s)	William Richard Stockdale	Andy William Coombs	Telephone (705) 814-4148	(289) 680-5591	(647) 852-5292
Address	94 Mountbatten Dr. Hamilton, Ont.	157c Cedar Court New Magnetawan	Postal Code L4N 5E3	L9C 3V5	P0A 1P0
Email	stockdalet@yahoo.ca	stockdaleerick@gmail.com			
Contact Information, if different than owner (this may be a person/firm acting on behalf of the owner)					
Name of Contact			Telephone		
Address			Postal Code		
Email					
Mortgage, Line of Credit, Charges or other encumbrances in respect of the subject land <i>Not Applicable</i>					
Name			Address		
DC#			Telephone		Email

2. Location of the subject lands:

Concession	5	Lot	15	Registered Plan / Lot / Block	PIN # 52084-0073
Street No.		Street/Road	Survey No.	Part Number(s)	PIN # 52084-0073

IMPORTANT: If there are existing easements or restrictive covenants affecting the subject land, provide the legal description and its effect to the subject land. Attach a copy of relevant documentation.

- ① There is a Hydro 1, hydro line going through property. Easement follows parallel to 161 Concession Area - Services most of
- ② Bell Canada has "Service Connection Box" beside con. 15-16 N Rd. - Services most of Area



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3. PURPOSE OF THE APPLICATION:

3.1 Type/Purpose of proposed Consent:

☒ Create a new lot (or re-establish an existing parcel)

☐ Lot Addition

☐ Easement Other: Charge ☐ / Release a Mortgage ☐ Lease ☐

3.2 If the application is a lot addition, identify which parcel of land will be the benefiting lands:

3.3 Mortgage, Charges or other Encumbrances: Name - N/A -

Mailing Address _____

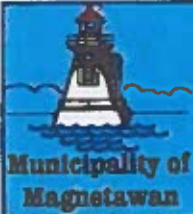
3.4 Name of party(s), if known, to whom the land or interest in land is to be transferred, leased or charged:

Thomas Peter Stockdale

4. DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION

Description / Size	SEVERED LOT 1	SEVERED LOT 2	RETAINED (Original Lands)
Frontage (m)	169.987 m		Original 509.98 m - 169.98 m = Remaining 339.98 m
Depth (m)	401.260 m		401.260 m
Area (ha) $\frac{L \times W}{10,000} = \text{ha}$	6.821 (ha)		Original 20.463 ha - 6.821 ha = Remaining 13.642 ha
Existing Use of Property:	Wood lot Family Use		- Wood lot - Family Use
Existing Building or Structures and date of construction	NA		NA
Proposed Use of the Severed and Retained Parcels	Keep in Family Name - Lot near other land owned		- Family Use - ?
Road Access If by Provincial Highway provide written comments from MTO	NA		NA
Municipal road, maintained all year	Maintained all Year [15-16 Concession N]		Maintained all Year [15-16 Concession N]
Municipal Road, seasonally maintained.	NA		"Hicory Lane" -> seasonal rd to "Internet Tower"
Other Public Road (e.g. Local Roads Board)	N		NA

Municipality of Magnetawan Planning Department 430 HWY 520, Box 70 Magnetawan, ON P0A 1P0 (705)-387-3947
planning@magnetawan.com



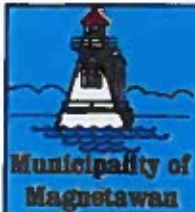
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Right of Way / Easement*(IF ACCESS TO THE SUBJECT LAND IS BY PRIVATE ROAD OR OTHER PUBLIC ROAD OR RIGHT OF WAY advise the status of the easement (permanent registered or prescriptive), name who owns the land or road, who is responsible for its maintenance and whether it is seasonal or year-round.	NA Township municipality of Magnetawan Concession 15-16 N		NA Township municipality of Magnetawan Concession 15-16 N
MNRF Road Allowance [Written report from the MNRF if an MNRF road allowance is used for access to the subject land. North Bay Office: 705-475-5550]			
Water Access Lots shall provide confirmation from a commercial business showcasing sufficient mainland docking and parking is available for proposed severed and retained lots. <i>NA</i>			

4.1 Water Supply	SEVERED	SEVERED	RETAINED (Original Lands)
Publicly owned and operated piped water system	<i>Not Applicable</i>		<i>Not Applicable</i>
Privately owned and operated individual well	<i>NA</i>		<i>NA</i>
Privately owned and operated communal well	<i>NA</i>		<i>NA</i>
Lake or other water body	<i>NO</i>		<i>NO</i>
Other means	<i>NO</i>		<i>NO</i>
Does your property abut a lake?	<i>NO</i>		<i>NO</i>
[Is the lake deemed by the Ministry of the	<i>NA</i>		<i>NA</i>

Municipality of Magnetawan Planning Department 430 HWY 520, Box 70 Magnetawan, ON P0A 1P0 (705)-387-3947
planning@magnetawan.com

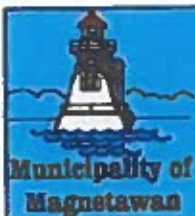


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Environment Conservation and Parks (MOECP) to be at capacity for phosphorus load? **1-800-461- 6290 for enquiries	<i>NA</i>		<i>NA</i>
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4.2 Sewage Disposal	SEVERED LOT 1	SEVERED LOT 2	RETAINED (Original Lands)
Publicly owned and operated sanitary sewage system	<i>Not Applicable</i>		<i>Not Applicable</i>
Privately owned and operated individual septic tank Attach documentation of the results of the review by the North Bay Mattawa Conservation Authority	<i>NA</i>		<i>NA</i>
Privately owned and operated communal septic tank	<i>NA</i>		<i>NA</i>
Privy	<i>NA</i>		<i>NA</i>
Other Means (e.g. Advanced Treatment System) ** (Septic System over 10,000 litres requires Ministry of the Environment Conservation and Parks study and permit. 1-800-461-6290 for enquiries)	<i>NA</i>		<i>NA</i>



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5.3 Are any of the following uses or features on the subject land or within 500 meters of the subject land, unless otherwise specified? Please check the boxes that apply.

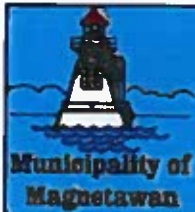
Use or Feature	On the Subject Land	Within 500 meters of subject land, unless otherwise specified by the applicable agency, then indicate approximate distance.
An agricultural operation including livestock facility or stockyard [MANDATORY: Attach MDS work sheets from OMAFRA]		
A landfill		
A sewage treatment plant or waste stabilization plant		
A provincially significant wetland [North Bay Mattawa Conservation Authority or the Ministry of the Environment Conservation and Parks]		
A provincially significant wetland within 120 meters of the subject land [North Bay Mattawa Conservation Authority or the Ministry of the Environment Conservation and Parks]		
Flood Plain		
A rehabilitated mine site		
A non-operating mine site within one kilometer of the subject land		
An active mine site		
An industrial or commercial use, and specify the use (e.g. gravel pit)		
An active railway line		
Utility corridors (Natural Gas / Hydro)	<i>Hydro 1 through land ✓</i>	
A municipal or federal airport		

6. HISTORY OF SUBJECT LAND

6.1 Has the subject land ever been the subject of an application for approval of a Plan of Subdivision or Consent under the Planning Act? NO YES UNKNOWN *"NO"*

If yes, and if known, please provide the application file number and the decision made on the application.

Municipality of Magnetawan Planning Department 430 HWY 520, Box 70 Magnetawan, ON P0A 1P0 (705)-387-3947
planning@magnetawan.com



**MUNICIPALITY OF MAGNETAWAN
COMMITTEE OF ADJUSTMENT
CONSENT APPLICATION**

AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

4.3 Other Services (indicate which service(s) are available)	SEVERED LOT 2	SEVERED LOT 2	RETAINED (Original Lands)
Electricity	through Hydro Line		through Hydro Line
School Bussing	✓?		✓?
Garbage Collection	NO		NO

4.4 If access to the subject land is by private road or right of way was indicated in section 4.4, indicate who owns the land or the road, who is responsible for its maintenance and whether it is maintained seasonally or all year.

Public Road > Municipality of Magnetawan

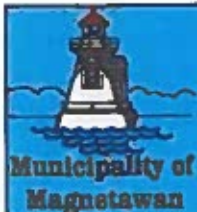
5. LAND USE

5.1 What is the existing Official Plan designation(s)? (Not applicable to lands in unorganized township)

Rural

5.2 What is the Zoning, if any, on the subject land? (Not applicable to lands in unorganized township)

If the subject land covered by a Minister's Zoning Order, what is the Plan and registration number?



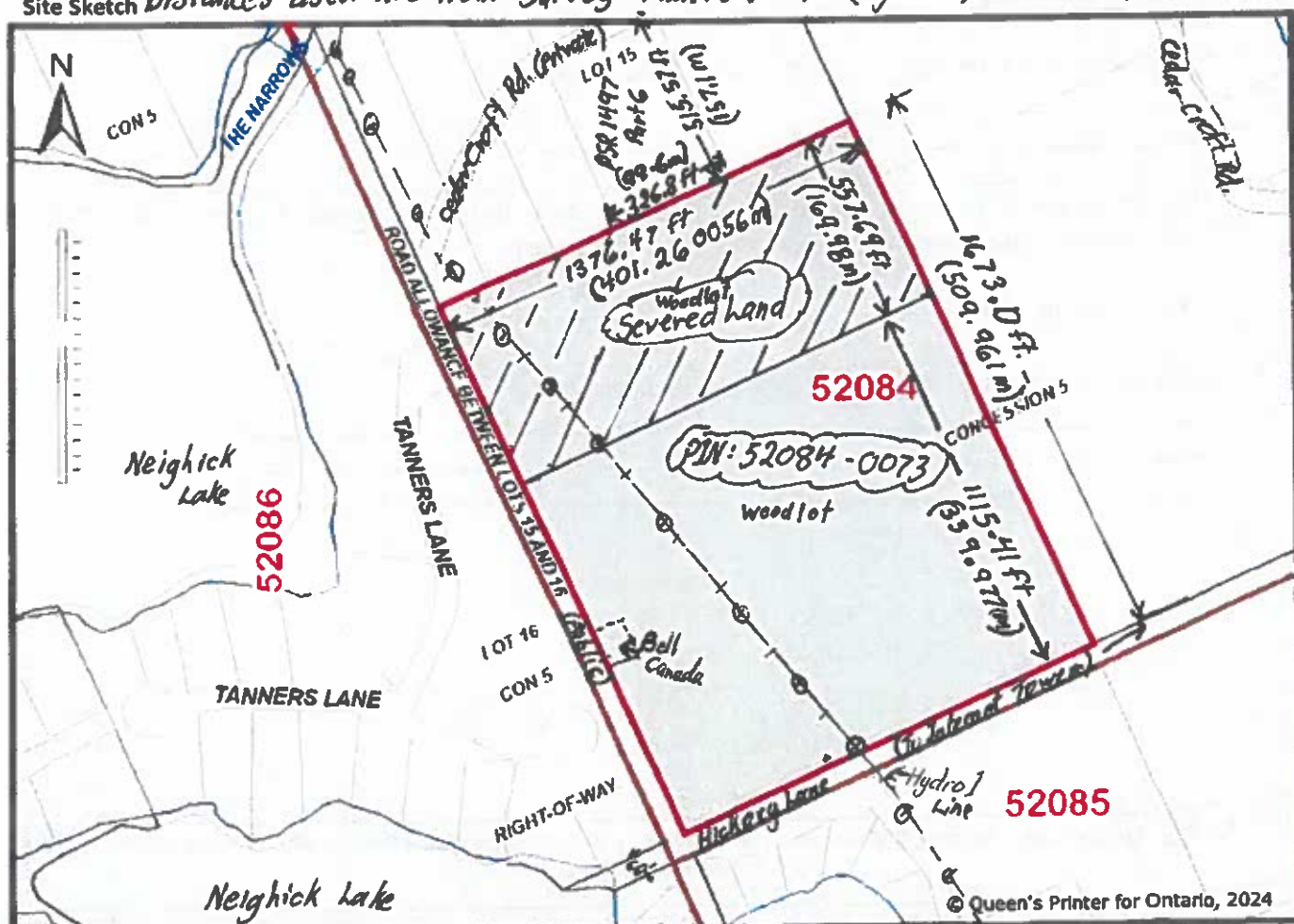
**MUNICIPALITY OF MAGNETAWAN
COMMITTEE OF ADJUSTMENT
CONSENT APPLICATION**

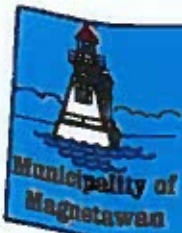
AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

8. SKETCH: The application **MUST BE ACCOMPANIED BY A SITE SKETCH** showing the following:

- a. The boundaries and dimensions of the subject land proposed to be severed as well as the parcel to be retained, including the location of existing structures and driveway(s), other permanent features.
- b. The boundaries and dimensions of any land owned by the owner of the subject land and that abuts the subject land, the distance between the subject land and the nearest township lot line or landmark, such as a railway crossing or bridge
- c. The location of all land previously severed from the parcel originally acquired by the current owner of the subject land
- d. The approximate location of all natural and artificial features on the subject land and adjacent lands that in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tank.
- e. The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or right of way
- f. If access to the subject land is by water only, location of the parking and boat docking facilities to be used
- g. The location and nature of any easement affecting the subject land

Site Sketch Distances used are from "Survey - Plan PSR 1497 [May 2, 1969] John Bradbury Ontario Land Survey





**MUNICIPALITY OF MAGNETAWAN
COMMITTEE OF ADJUSTMENT
CONSENT APPLICATION**

AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

Year the property was created? (if known)

Until 1976 Belonged to Stockdale Family - Ruth Stockdale

*Thomas Stockdale
Richard Stockdale
John Stockdale*

6.2 If this application is a re-submission of a previous consent application, what is the original consent application number and how has it been changed from the original application?

Not Applicable

7. CURRENT APPLICATION

7.1 Is the subject land currently the subject land of a proposed Official Plan or Official Plan Amendment that has been submitted to the Ministry of Municipal Affairs and Housing for approval?

NO

YES

UNKNOWN

If yes and if known, specify the file number and status of the application

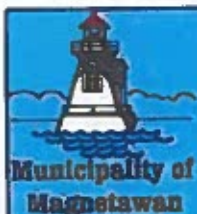
7.2 Is the subject land the subjection of an application for a Zoning By-law Amendment, Minister's Zoning Order amendment, Minor Variance, Consent or approval of a Plan of Subdivision?

NO

YES

UNKNOWN

If yes and if known, specify the file number and status of the application.



**MUNICIPALITY OF MAGNETAWAN
COMMITTEE OF ADJUSTMENT
CONSENT APPLICATION**

AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

AUTHORIZATION, DECLARATIONS AND ACKNOWLEDGEMENTS

I, Thomas Peter Stockdale, the owner of the lands subject to this application hereby agree to the following:

1. Municipal Staff or their representatives are authorized to enter my property for the purposes of evaluating this application.
2. I acknowledge and agree to pay all costs associated with the processing and evaluation of this application, including any peer reviews and consulting fees. These costs may be deducted from the deposit or invoiced directly, at the discretion of the Municipality. Should this application be appealed to the Ontario Land Tribunal, I am aware that I will be responsible and agree to pay all fees related to the Ontario Land Tribunal process.
3. For the purpose of the Freedom of Information and protection privacy act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the planning act for the purposes of processing this application, and further I authorized my agent for this application to provide any of my personal information that will be included in the application or collected during the processing of this application.
4. I _____ authorized _____ to make this application my behalf.

Date Oct 28, 2024

Signature of Owner Thomas Peter Stockdale
on behalf of myself, William Richard Stockdale
and Randy William Coombs

Date _____

Signature of Owner _____

Sworn Declaration of Applicant

I, Thomas Peter Stockdale of the City of Barrie in the County
of Simcoe make oath and say (or do solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true. Sworn (or declared) before me at the Simcoe County in the City of Barrie this 28th day of October 2024.

Commissioner of Oaths

[Signature]

Robert Galloway
Lawyer

Applicant

Thomas Peter Stockdale

Applicant

Municipality of Magnetawan Planning Department 430 HWY 520, Box 70 Magnetawan, ON P0A 1P0 (705)-387-3947
planning@magnetawan.com

November, 2024

Attn. Erica Kellogg
(Deputy Clerk-Planning and Development)
Committee of Adjustment for,
the Corporation of the
Municipality of Magnetawan

Dear Committee Members ,

Since January of 1976, the stated parcel of land "CROFT CON 5 S PT Lot 15 PCL.: 8462 S/S REM." [Roll # 4944 030 0041] has been in joint ownership by my cousin Ellen Coombs (ne. Stockdale), my brother Richard Stockdale, and myself Thomas Stockdale. This parcel of land was part of our family's Cedar Croft and was given to us through the official Last Will and Testament of our Aunt Ruth Smith (ne. Stockdale). Since then we have jointly taken care of the land (paying taxes, upkeep, etc.).

We have always talked about doing something with this land (ie., officially dividing the land into 3 separate lots) in order to make it easier for future generations, but nothing was done. Last year my cousin Ellen passed away and her husband Randy Coombs, my brother Rick and I knew that it was time to do something with this parcel of land.

After rather extensive consultation with Randy Coombs, Richard Stockdale and myself, Thomas Stockdale we have decided to do the following: I would like to keep my portion of the land (ie. 1/3rd) for my next generation, and Randy and Richard will try to sell their 2/3rd section.

We would like to officially divide this property in order that I obtain the said 1/3rd section that is adjacent to our existing land.

The property in question is designated "Rural" and has:

- a) NO buildings/structures on it with,
- b) NO Lake Frontage
- or, c) No Water Access.

It is my intention to try to keep this land as part of the "Stockdale Family Legacy" for as long as possible, and to pass it down to future generations of my family.

Therefore, I would like permission to have said Lot 15 divided through official survey in order that I can obtain my 1/3rd portion of the land. This would allow my Brother and cousin to do what they wish with their portions of the land.

Please also find enclosed copies of : a) Parcel Register for Property Identification

- b) Copies of permission letters from the co-owners of the land
- and c) required cheque

Thank you for your kind attention to this matter.

Sincerely,



Tom Stockdale
55 Pepler Place
Barrie, Ont. L4N 5E3

(705) 816-4148

stockdalet@yahoo.ca

Oct. 21, 2024

Attn. : Municipality of Magnetawan
Committee of Adjustment
c/o Erica Kellogg, Deputy Clerk Planning and Development

To Whom It May Concern,

Whereas I, **RANDY WILLIAM COOMBS**, am one of the three (3) joint owners, along with **WILLIAM RICHARD STOCKDALE** and **THOMAS PETER STOCKDALE**, of those lands legally designated as:

- PCL 8462 SEC 55 SRO; PT LT 145 CON 5 CROFT SOUTH OF SOUTHERLY SHORE OF AHMIC LAKE EXCEPT THE RIGHT OF WAY OF THE AHMIC LAKE COLONIZATION ROAD & EXCEPT PSR1497, S/T THE DEBTS, IF ANY, OF THE SAID THOMAS NATHANIEL STOCKDALE, DECEASED & S/T THE DOWER, OR OTHER RIGHTS OF THE WIDOW OF THOMAS NATHANIEL STOCKDALE, DECEASED & S/T THE DEBTS, IF ANY, OWING BY THE ESTATE OF MARY RUTH STOCKDALE, DECEASED & S/T LT43074, T/W LT43074; S/T LT168020; MAGNETAWAN (the "Lands")

I, **RANDY WILLIAM COOMBS**, give **THOMAS PETER STOCKDALE** permission and the legal authority to work and act on my behalf concerning applying for a severance of the above-mentioned Lands through the Municipality of Magnetawan Committee of Adjustment. The severance in question would concern Thomas Stockdale applying to the Municipality of Magnetawan Committee of Adjustments to sever a one-third [1/3rd] portion of the above mentioned Lands, being his interest in the Lands, and transferring same to him. Such severed portion of the Lands would be adjacent to the property currently owned by Thomas Stockdale, being PSR – 1497.

I am in agreement with the above proposed plan to sever the Lands.

Thank you for your kind attention to these matters.

Sincerely,

Randy Coombs.
(Signature)

B. Stockdale
(Witness Signature)

Oct 29/2024
(Date)

Oct 28/2024
(Date)

(Lg)

Oct. 21, 2024

Attn. : Municipality of Magnetawan
Committee of Adjustment
c/o Erica Kellogg, Deputy Clerk Planning and Development

To Whom It May Concern,

Whereas I, **WILLIAM RICHARD STOCKDALE**, am one of the three (3) joint owners, along with **RANDY WILLIAM COOMBS** and **THOMAS PETER STOCKDALE**, of those lands legally designated as:


- PCL 8462 SEC 55 SRO; PT LT 145 CON 5 CROFT SOUTH OF SOUTHERLY SHORE OF AHMIC LAKE EXCEPT THE RIGHT OF WAY OF THE AHMIC LAKE COLONIZATION ROAD & EXCEPT PSR1497, S/T THE DEBTS, IF ANY, OF THE SAID THOMAS NATHANIEL STOCKDALE, DECEASED & S/T THE DOWER, OR OTHER RIGHTS OF THE WIDOW OF THOMAS NATHANIEL STOCKDALE, DECEASED & S/T THE DEBTS, IF ANY, OWING BY THE ESTATE OF MARY RUTH STOCKDALE, DECEASED & S/T LT43074, T/W LT43074; S/T LT168020; MAGNETAWAN (the "Lands")

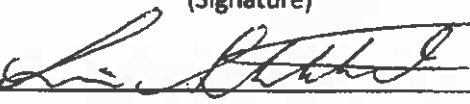
I, **WILLIAM RICHARD STOCKDALE**, give **THOMAS PETER STOCKDALE** permission and the legal authority to work and act on my behalf concerning applying for a severance of the above-mentioned Lands through the Municipality of Magnetawan Committee of Adjustment. The severance in question would concern Thomas Stockdale applying to the Municipality of Magnetawan Committee of Adjustments to sever a one-third [1/3rd] portion of the above mentioned Lands, being his interest in the Lands, and transferring same to him. Such severed portion of the Lands would be adjacent to the property currently owned by Thomas Stockdale, being PSR – 1497.

I am in agreement with the above proposed plan to sever the Lands.

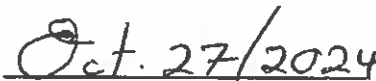
Thank you for your kind attention to these matters.

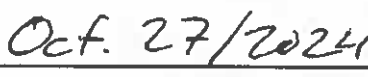
Sincerely,


(Signature)


(Witness Signature)

(Liam Stockdale)


(Date)


(Date)



PUBLIC NOTICE
APPLICATION FOR CONSENT
Pursuant to Ontario Regulation 197/96
As amended by O.Reg. 547/06

TAKE NOTICE that the Municipality of Magnetawan Committee of Adjustment will be Considering an Application for Consent under *Section 53 of the Planning Act* and adjacent property owners within 60m will be notified by mail and notice posted for the Proposed Consent.

THE PURPOSE AND EFFECT of the proposed consent is to create (1) new lot on the subject lands for a total of two lots on the subject property.

Zoning Provision	Severed Lot 1	Retained Lot
Lot Frontage	Approx. 169 m	Approx. 339 m
Lot Area	Approx. 6.8 ha	Approx. 13.6 ha

THE SUBJECT LANDS ARE LOCATED at CROFT CON 5, S PT LOT 15 with no municipal address, Municipality of Magnetawan, District of Parry Sound.

The Public Meeting held at the Magnetawan Community Centre on:
Wednesday May 14th, 2025 at 1:00pm

If you wish to make comment to the application or be notified of the Decisions of the Committee of Adjustment in respect of the Proposed Consent, you must make a written or oral request to the Committee of Adjustment Secretary either prior to or during the Public Meeting, please reference "Stockdale" within the comment.

Please note if the Minister, a specified person or public body files an appeal of the decision of the Committee of Adjustment in respect of the Proposed Consent but does not make an oral or written submission to the Committee of Adjustment before it gives or refuses to give a provisional consent, the Ontario Land Tribunal may dismiss the appeal.

Additional Information on the Application is available at the Municipal Office or online at:

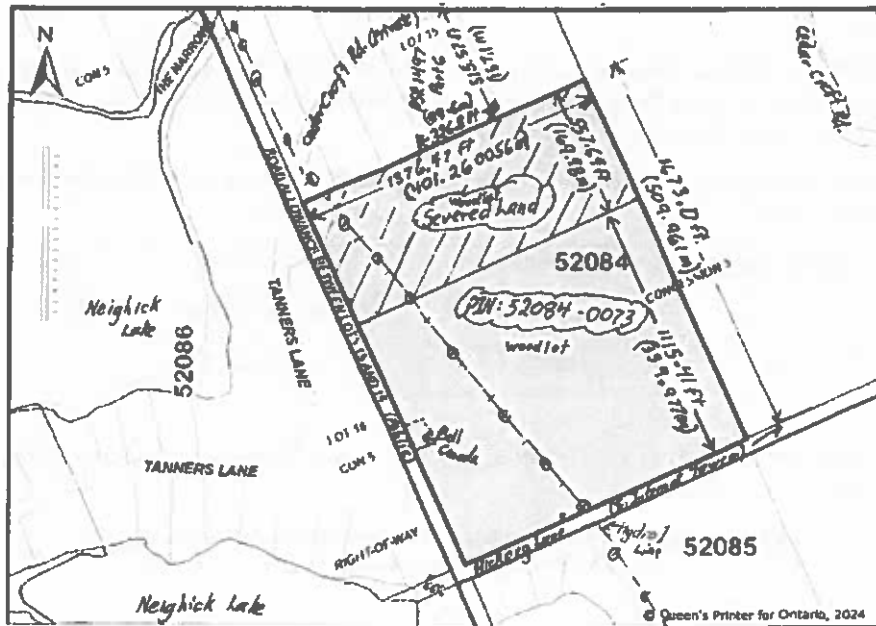
<https://magnetawan.com/residents/planning-zoning/active-applications>

DATED AT THE MUNICIPAL OFFICE THIS 1st DAY of May, 2025

Erica Kellogg, Secretary
4304 Highway 520, Box 70
Magnetawan, ON P0A 1P0
Phone: 705-387-3947
Mon-Fri 8:00 am – 4:00 pm
planning@magnetawan.com

Proposed sketch on reverse – Not to scale

SUBJECT LANDS



Moved by: _____

Seconded by: _____

WHEREAS the Municipality of Magnetawan has received a request to support an application for consent to create 2 news lot located on 3363 Highway 520 which is a provincially maintained road, Magnetawan (Marszewski 4944 010 00138600). The properties are legally described as Chapman CON 3 and 4 LOT 26 and 27, hereinafter referred to as "the Lands";

AND WHEREAS the Municipal planning consultant has provided a report in support of the application with conditions;

NOW THEREFORE BE IT RESOLVED THAT the Committee of Adjustment for the Municipality of Magnetawan supports in principle the consent application for the "Lands", subject to the following conditions:

- That the foregoing conditions be fulfilled within two years of the notice of decision of the Committee of Adjustment;
- Draft Reference Plans to be approved by the Municipality prior to registration;
- Two (2) true certified paper copies of the registered plans and electronic versions for the proposed severed lots prepared by an Ontario Land Surveyor with a certification that it is a true copy be provided to the Municipality for review and approval which conforms substantially with the applications as submitted;
- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
- A copy of the original executed transfers (deeds) 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 and fees as per the current Fees and Charges By-law, Park Land Dedication By-law and all other fees associated with the processing of these applications;
- That the Applicant receive confirmation from the Municipality of a suitable location for an entrance to the Severed and Retained lot from Wurm Road or Lake Cecebe Road both of which are Municipally maintained roads;
- That the Applicant apply for and be approved for a Zoning Amendment to rezone the proposed Severed Lot 2 to comply with the minimum lot size and minimum lot frontage of the Zoning By-law the existing lot deficiencies to being the proposed Severed Lot into compliance with the Zoning By-law.

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			

STAFF REPORT

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

FROM: Patrick Townes, BA, BEd and Jamie Robinson, BES, MCIP, RPP
MHBC Planning Limited

DATE: May 14, 2025

SUBJECT Consent Application – 3363 Highway 520 (Marszewski)
Municipality of Magnetawan

Recommendation

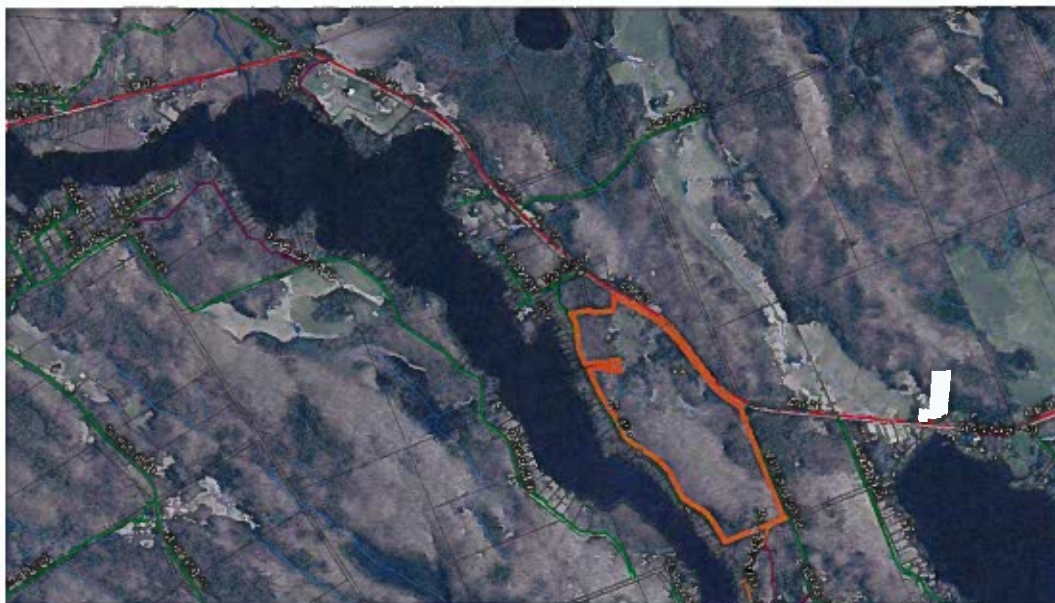
That the Consent application for the subject lands located at 3363 Highway 520 (Marszewski) to create two new lots (total of three lots), be provisionally approved subject to the following conditions:

1. That the applicant meet all financial requirements of the Municipality, including the payment of the balance of any outstanding taxes, including penalties and interest be paid;
2. That a draft survey of the proposed lots be provided to the Municipality for review and approval;
3. That a registrable description of the proposed lots and a copy of the Reference Plan be deposited to the Land Registry office and be submitted to the Municipality;
4. That the owner obtain approval of a Zoning By-law Amendment to rezone the proposed Severed Lot 2 to comply with the minimum lot size and minimum lot frontage of the Zoning By-law, i.e. rezone the lot to the Rural Residential (RR) Zone;
5. That the owner provide written confirmation that sufficient capacity exists for treatment capacity for hauled sewage to the satisfaction of the Municipality.
6. That the applicant pay to the Municipality a parkland contribution fee for the new residential lot to be created as cash-in-lieu of a parkland contribution pursuant to Section 53 (13) of the Planning Act, R.S.O. 1990 c. P. 13; and,
7. That the conditions of Consent be fulfilled within two years from the date of the giving of the notice by the Municipality of Magnetawan.

Proposal/Background

A Consent application has been submitted for the subject lands located at 3363 Highway 520 in the Municipality of Magnetawan. The purpose of the Consent application is to create two new lots and to retain one rural lot on the subject lands. Following the proposed Consent, there would be a total of three lots on the subject lands. The subject lands are owned by Eva Marszewski and the applications have been submitted by E.J. Williams Surveying Limited. The location of the subject lands are outlined in orange on Figure 1.

Figure 1: Subject Lands



The subject lands have lot frontage on Lake Cecebe Road and also has frontage on Highway 520 and Wurm Road. Lake Cecebe Road and Wurm Road are identified as Municipal – Year Round Maintained Road.

An excerpt of the proposed lot configuration that was submitted with the Consent application is included in Figure 2. The proposed lots are labelled as the Retained Lot, Severed Lot 1 and Severed Lot 2 on Figure 2. Based on the proposed lot configuration, the lot areas and lot frontages for each of the lots are included in Table 1.

Figure 2: Proposed Lot Configuration

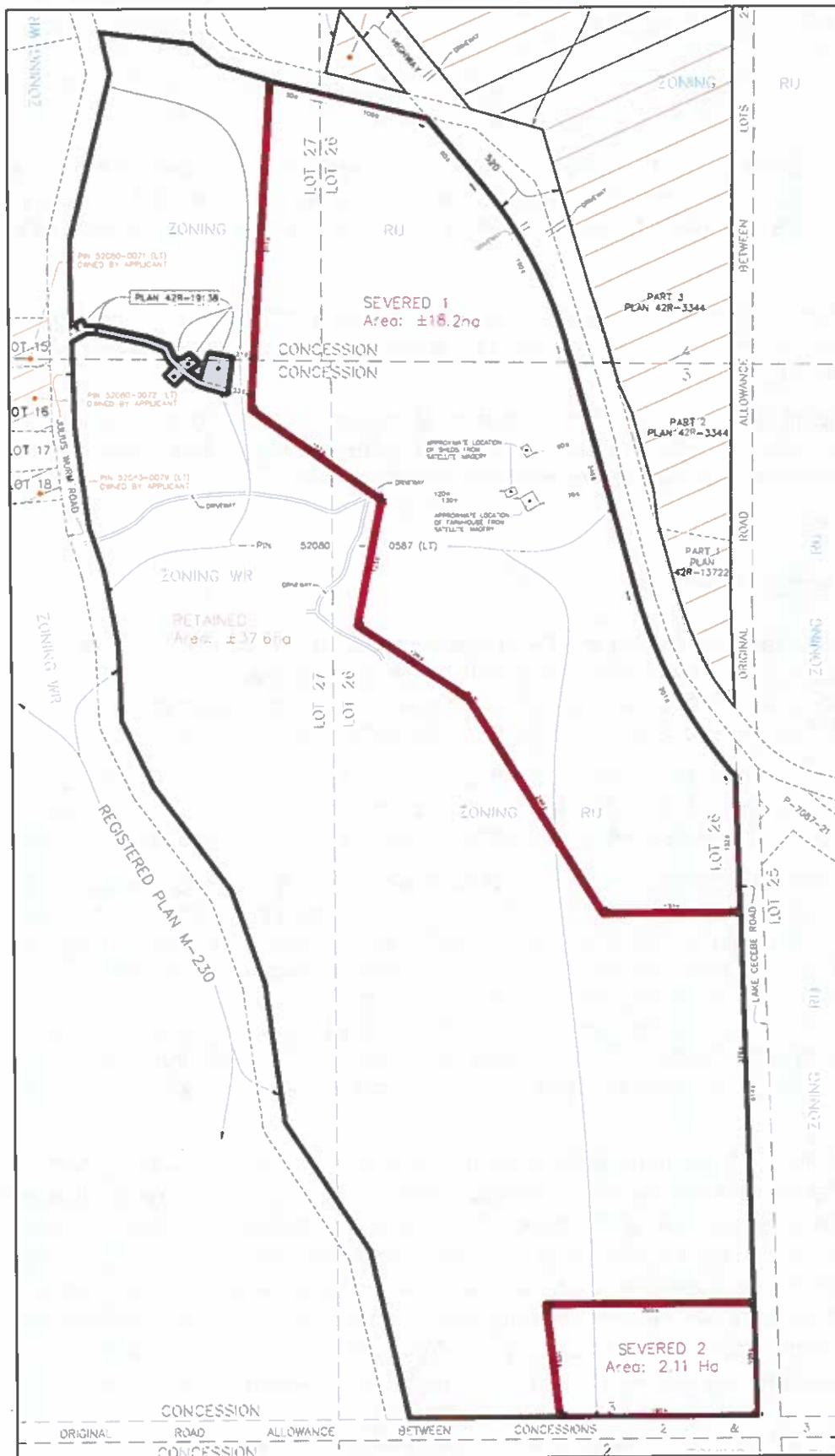


Table 1: Proposed Lot Areas and Lot Frontages

Zoning Provision	Severed Lot 1	Severed Lot 2	Retained Lot
Lot Frontage	± 695 m (Highway 520)	± 108 m (Lake Cecebe Road)	± 374 m (Lake Cecebe Road)
Lot Area	± 18.2 ha	± 2.1 ha	± 37.6 ha

The proposed Severed Lot 1 is to contain the existing dwelling and accessory buildings that is currently located on the subject lands. The proposed Severed Lot 2 and Retained Lot are proposed to be vacant and to be used for residential uses in the future.

The owner has indicated that there is an existing dwelling and accessory building on the proposed Severed Lot 1. The location of the existing development on Severed Lot 1 is identified on Figure 2.

The surrounding land uses generally include rural, residential and shoreline residential uses. There is also a cemetery located adjacent to the proposed Retained Lot. The Magnetawan River is located to the west of the subject lands.

Policy Analysis

Provincial Planning Statement

The Provincial Planning Statement (PPS) came into effect on October 20, 2024. The PPS is the statement of the government's policies on land use planning and is intended to provide policy direction on land use matters which are in the Provincial interest. All land use planning decisions are required to be consistent with the PPS.

In the context of the PPS, the subject lands are considered as Rural Lands. Residential development, including lot creation, where site conditions are suitable for the provision of appropriate sewage and water services is included as a permitted use.

Section 3.6.4 of the PPS states that individual on-site sewage services and individual on-site water services may be used for a new development provided that site conditions are suitable for the long-term provision of such services with no negative impacts. The proposed Severed Lot 1 is already developed, and the existing development is serviced by an existing well and septic system. The future development on proposed Severed Lot 2 and Retained Lot is to be serviced by a private well and septic system. The proposed Severed Lot 2 and Retained Lot appear to be large enough to accommodate future services, including a well and septic system.

Chapter 4 of the PPS contains policies related to the wise use and management of resources. Section 4.1.8 of the PPS contains policies regarding development adjacent to natural heritage features and areas. There are no significant natural heritage features identified on the subject lands or on adjacent lands (within 120 metres of the subject lands). There is a watercourse and an other wetland identified on the subject lands. The area identified as containing the other wetland is restrictively zoned within the Environmental Protection (EP) Zone in the Zoning By-law. The proposed Severed Lot 2 is located beyond the adjacent lands from the other wetland and the proposed Retained Lot is large in size and provides for future building envelopes outside of the other wetland and the area zoned Environmental Protection (EP).

Chapter 4.5 of the PPs contains policies regarding Mineral Aggregate Resources. The subject lands contain an Aggregate and Mineral Resources overlay in the Official Plan. Section 4.5.2.5 of the PPS states:

In known deposits of mineral aggregate resources and on adjacent lands, development and activities which would preclude or hinder the establishment of new operations or access to the resources shall only be permitted if:

- a) resource use would not be feasible; or*
- b) the proposed land use or development serves a greater long-term public interest; and*
- c) issues of public health, public safety and environmental impact are addressed.*

Although separated from the Magnetawan River by Wurm Road, the adjacent land uses to the west of the subject lands includes a number of shoreline residential lots. In terms of land use compatibility, the proposed residential uses on the subject lands are compatible with the surrounding lands uses and there are other rural lands in the area available for future mineral aggregate resources in the area.

Subject to the recommended conditions of provisional Consent, the proposed Consent is consistent with the PPS.

Municipality of Magnetawan Official Plan

The Municipality's Official Plan provides policy direction on growth and development within Magnetawan. The policies in the Official Plan address the environment, cultural and built heritage, natural resources and servicing and transportation.

In accordance with the schedules of the Official Plan, the subject lands are located within the Shoreline, Rural and Environmental Protection designation. The subject lands also contain an Aggregate and Mineral Resources overlay. The Environmental Protection designation is representative of the other wetland that is identified on the subject lands.

Section 5.2.2 of the Municipality's Official Plan contains policies regarding residential development and states:

Limited new permanent residential development shall be permitted in the Rural Areas, preferably in close proximity to other residential uses as infilling on existing roadways where school busing and municipal winter maintenance is presently being provided. Scattered or isolated development that would result in an increase in municipal servicing costs shall be discouraged. Residential subdivisions are not permitted in the Rural Areas.

New lots should have a minimum lot area size of 1.0 hectares (2.47 acres).

The proposed Severed Lot 1 is currently developed with a dwelling and accessory uses, the surrounding land uses include other rural residential land uses. The proposed lots are all larger than 1 hectare and limited residential uses are permitted in the Rural designation.

Although a portion of the subject lands, including a portion of the proposed Retained Lot is located within the Shoreline designation, this area is located on the opposite side of Wurm Road and separated from the shoreline. Therefore, it is reasonable to apply the Rural policies of the Official Plan when evaluating the proposed Consent application and future uses.

Section 7.1.1 of the Official Plan contains consent criteria that are applicable to Consent applications. Table 2 below summarizes the Consent policies.

Table 2: Official Plan Section 7.7.1 Summary

Policy 7.7.1 Severance Criteria	Does the Application Conform?
a) A registered plan of subdivision is not necessary for the orderly development of the lands.	A Plan of Subdivision is not required. A Consent application is appropriate for the creation of two new lots on the subject lands in accordance with the policies of the Official Plan.
b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.	The proposed Retained Lot and Severed Lot 1 meet the minimum standards required in the Zoning By-law for the Rural (RU) Zone; however, the proposed Severed Lot 2 does not meet the minimum lot frontage or area required for the Rural (RU) Zone. A condition of provisional Consent is recommended to require the owner to rezone the proposed Severed Lot 2 to the Rural Residential (RR) Zone.
c) The proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road.	Access is provided to the proposed Severed Lot 1 by an existing access off Highway 520. Accesses will be available off of Wurm Road and Lake Cecebe Road for the proposed Retained Lot. Access is available off of Lake Cecebe Road for the proposed Severed Lot 2. All roads are year-round municipally maintained roads.
d) Lots for hunt camps, fishing camps, wilderness tourist camps or similar uses may be permitted on unmaintained municipal road allowances or on private right of ways to publicly maintained roads provided that the appropriate agreements are in place to ensure that the Municipality has no liability with respect to the use of these roads.	This policy is not applicable.
e) The lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;	No traffic impacts are anticipated as a result of the new lots as they all have over 100 metres of frontage which will provide adequate space for a new driveway.
f) The lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site	The existing development on the proposed Severed Lot 1 is serviced with a well and septic system. The proposed Retained Lot and Severed Lot 2 appear to be large

Policy 7.7.1 Severance Criteria	Does the Application Conform?
that is outside of any flood plain or other hazard land.	enough to accommodate a future well and septic system.
g) Notwithstanding subsection c), lots created for seasonal or recreational purposes may be permitted where the access to the lot is by a navigable waterbody provided that Council is satisfied that there are sufficient facilities for mainland parking and docking.	This policy is not applicable. The proposed lots are not intended for a seasonal residential use.
h) Any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway.	The proposed lots would be accessed by a year-round maintained municipal or Provincial Highway.
i) In the Rural designation, new lots created by consent shall be limited to the following: <ul style="list-style-type: none"> i. The Township will permit the creation of up to eight new lots per year. The new lots must comply with the regulations as set out in the implementing Zoning By-law. ii. two lots per original hundred acre lot; iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway 	<p>There have been less than eight new lots created in Rural designation to date.</p> <p>The subject lands have a lot area of approximately 58 hectares (143 acres).</p> <p>Although not a standard or original 100 acre lot, the subject lands are greater than 100 acres and therefore would be eligible for the creation of two new lots due to the lot size.</p>
j) The creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.	The proposed Retained Lot and Severed Lots will not prevent access to, or land lock, any other parcel of land.
k) Any severance proposal on land adjacent to livestock operations shall meet the Minimum Distance Separation Formula I in accordance with the MDS Guidelines and shall demonstrate that the proposed water supply has not been contaminated from agricultural purposes.	As indicated in the application submission, the subject lands are not adjacent to livestock operations.

Section 4.14.1 of the Official Plan includes a similar policy as Section 4.5.2.5 in the PPS regarding Aggregate and Mineral Resources. Although separated from the Magnetawan River by Wurm Road, the adjacent land uses to the west of the subject lands includes a number of shoreline residential lots. In terms of land use compatibility, the proposed residential uses on the subject lands are compatible with the surrounding lands uses and there are other rural lands in the area available for future mineral aggregate resources in the area.

Subject to the recommended conditions of provisional Consent, the proposed Consent conforms to the Official Plan.

Municipality of Magnetawan Zoning By-law

The subject lands are located within the Rural (RU) Zone in the Zoning By-law. The minimum lot area for properties within the RU Zone is 10 hectares and the minimum lot frontage is 134 metres. The proposed Severed Lot 1 and Retained Lot meet the minimum requirements of the RU Zone.

The proposed Severed Lot 2 does not meet the lot frontage and lot area requirements for the RU Zone. As a result, the owner is required to rezone the proposed Severed Lot 2 to the Rural Residential (RR) Zone, which requires a minimum lot area of 1 hectare and a minimum lot frontage of 60 metres.

The required Zoning By-law Amendment will ensure that the proposed Severed Lot 2 will comply to the Zoning By-law.

Comments from Departments

Please note that no comments were received at the time this Staff Report was prepared.

Road Department:

Fire Chief:

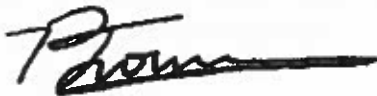
Building Department:

By-law Department:

Summary

Subject to the recommended conditions of provisional Consent, the Consent application is consistent with the PPS and conforms to the Municipality's Official Plan. It is recommended that proposed Consent application be provisionally approved, subject to the conditions outlined in this Report.

Respectfully submitted,



Patrick Townes, BA, BEd
Planning Consultant
MHBC Planning



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



**MUNICIPALITY OF MAGNETAWAN
COMMITTEE OF ADJUSTMENT
CONSENT APPLICATION**

AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

1. APPLICANT INFORMATION

Owner/Applicant(s):

**Marszewski – Retained 1,
Severed 1 and Severed 2**

In Office Use:

Date Received: _____

Fee Paid _____ Deposit _____

Date Deemed Complete _____

If the applicant is the purchaser, a copy of the portion of the agreement of purchase and sale that authorizes the purchaser to make the application is required to be submitted with the application.

Applicant and Ownership Information

Name of Legal Owner(s) Eva Marszewski	Telephone 416-708-1820	
Address 13 Maple Ave., Toronto, ON	Postal Code M4W 2T5	
Email eva@marszewski.ca		
Contact Information, if different than owner (this may be a person/firm acting on behalf of the owner)		
Name of Contact E.J. Williams Surveying Limited	Telephone 705-789-4171	
Address 387 Muskoka Rd. 3 N., Huntsville	Postal Code P1H 1C5	
Email kathy@ejwilliamssurveying.com	ted@ejwilliamssurveying.com	
Mortgage, Line of Credit, Charges or other encumbrances in respect of the subject land		
Name NONE	Address	
DC#	Telephone	Email

2. Location of the subject lands:

Concession 3 and 4		Lot 26 and 27	Registered Plan /Lot/Block
Street No. 3363	Street/Road Hwy 520	Survey No. This PIN not described by R-Plan	Part Number(s)

IMPORTANT: If there are existing easements or restrictive covenants affecting the subject land, provide the legal description and its effect to the subject land. Attach a copy of relevant documentation.

Municipality of Magnetawan Planning Department 430 HWY 520, Box 70 Magnetawan, ON P0A 1P0 (705)-387-3947
planning@magnetawan.com



**MUNICIPALITY OF MAGNETAWAN
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CONSENT APPLICATION**

AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

3. PURPOSE OF THE APPLICATION:

3.1 Type/Purpose of proposed Consent:

☒ Create a new lot (or re-establish an existing parcel)

☐ Lot Addition

☐ Easement Other: Charge ☐ / Release a Mortgage ☐ Lease ☐

3.2 If the application is a lot addition, identify which parcel of land will be the benefiting lands:

3.3 Mortgage, Charges or other Encumbrances: Name None

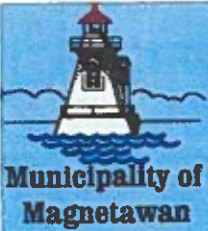
Mailing Address _____

3.4 Name of party(s), if known, to whom the land or interest in land is to be transferred, leased or charged: _____

4. DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION

Description / Size	SEVERED LOT 1	SEVERED LOT 2	RETAINED (Original Lands)
Frontage (m)	695±m SLF Hwy 520	108± Lake Cecebe Rd.	1360±m SLF Wurm Rd. 374±m Lake Cecebe Rd
Depth (m)	320±m Irregular	190±m – 200±m	430±m Irregular
Area (ha)	18.2±ha	2.11±ha	37.6±ha
Existing Use of Property:	Residential	Vacant	Vacant
Existing Building or Structures and date of construction	Original farmhouse with garage and Barn built 1875. Original Granary 1875 -12' x 25'	Vacant	Vacant
Proposed Use of the Severed and Retained Parcels	Same – Rural Lands	Vacant/Residential	Vacant - Residential
Road Access If by Provincial Highway provide written comments from MTO	Hwy 520 (Existing entrance, no new entrance proposed)	Lake Cecebe Road	Wurm Road
Municipal road, maintained all year		X	X
Municipal Road, seasonally maintained.			
Other Public Road (e.g. Local Roads Board)	X – MTO		

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AUTHORIZED UNDER SECTION 53 OF THE PLANNING Act, R.S.O 1990 c.P13

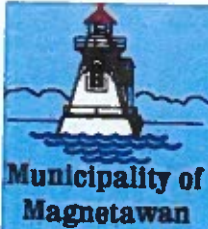
Right of Way / Easement*(IF ACCESS TO THE SUBJECT LAND IS BY PRIVATE ROAD OR OTHER PUBLIC ROAD OR RIGHT OF WAY advise the status of the easement (permanent registered or prescriptive), name who owns the land or road, who is responsible for its maintenance and whether it is seasonal or year-round.

MNRF Road Allowance [Written report from the MNRF if an MNRF road allowance is used for access to the subject land. North Bay Office: 705-475-5550]

Water Access Lots shall provide confirmation from a commercial business showcasing sufficient mainland docking and parking is available for proposed severed and retained lots.

NOT APPLICABLE

4.1 Water Supply	SEVERED	SEVERED	RETAINED (Original Lands)
Publicly owned and operated piped water system			
Privately owned and operated individual well	X	X - If Developed	X - If Developed
Privately owned and operated communal well			
Lake or other water body			
Other means			
Does your property abut a lake?	NO	No	NO
[Is the lake deemed by the Ministry of the			

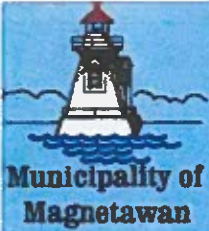


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Environment Conservation and Parks (MOECP) to be at capacity for phosphorus load? **1-800-461- 6290 for enquiries			
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4.2 Sewage Disposal	SEVERED LOT 1	SEVERED LOT 2	RETAINED (Original Lands)
Publicly owned and operated sanitary sewage system			
Privately owned and operated individual septic tank Attach documentation of the results of the review by the North Bay Mattawa Conservation Authority	X – NBMCA not available	X – If Developed	X – If Developed
Privately owned and operated communal septic tank			
Privy			
Other Means (e.g. Advanced Treatment System) ** (Septic System over 10,000 litres requires Ministry of the Environment Conservation and Parks study and permit. 1-800-461-6290 for enquiries)			



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4.3 Other Services (indicate which service(s) are available)	SEVERED LOT 1	SEVERED LOT 2	RETAINED (Original Lands)
Electricity	X	X	X
School Bussing	X	X	X
Garbage Collection			

4.4 If access to the subject land is by private road or right of way was indicated in section 4.4, indicate who owns the land or the road, who is responsible for its maintenance and whether it is maintained seasonally or all year.

5. LAND USE

5.1 What is the existing Official Plan designation(s)? (Not applicable to lands in unorganized township)

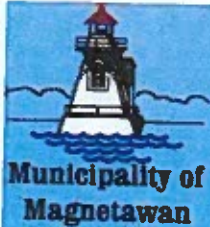
Shoreline; Rural; Aggregate and Mineral Resources

5.2 What is the Zoning, if any, on the subject land? (Not applicable to lands in unorganized township)

Shoreline Residential; Rural; Environmental Protection

If the subject land covered by a Minister's Zoning Order, what is the Plan and registration number?

Not Applicable



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5.3 Are any of the following uses or features on the subject land or within 500 meters of the subject land, unless otherwise specified? Please check the boxes that apply.

Use or Feature	On the Subject Land	Within 500 meters of subject land, unless otherwise specified by the applicable agency, then indicate approximate distance.
An agricultural operation including livestock facility or stockyard [MANDATORY: Attach MDS work sheets from OMAFRA]	No	No
A landfill	No	No
A sewage treatment plant or waste stabilization plant	No	No
A provincially significant wetland [North Bay Mattawa Conservation Authority or the Ministry of the Environment Conservation and Parks]	No	No
A provincially significant wetland within 120 meters of the subject land [North Bay Mattawa Conservation Authority or the Ministry of the Environment Conservation and Parks]	No	No
Flood Plain	No	No
A rehabilitated mine site	No	No
A non-operating mine site within one kilometer of the subject land	No	No
An active mine site	No	No
An industrial or commercial use, and specify the use (e.g. gravel pit)	No	Gravel Pit - approx 725±m from north extent of subject land
An active railway line	No	No
Utility corridors (Natural Gas / Hydro)	No	No
A municipal or federal airport	No	No

6. HISTORY OF SUBJECT LAND

6.1 Has the subject land ever been the subject of an application for approval of a Plan of Subdivision or Consent under the Planning Act? NO YES UNKNOWN

If yes, and if known, please provide the application file number and the decision made on the application.

M-230 was taken off original parcel of land by the Marszewski family in 1963; Leaving the piece we are severing at this time. Plan 42R-19138 represents the cemetery and laneway that was transferred to the Corporation of the Municipality of Magnetawan on December 8th, 2010.

Municipality of Magnetawan Planning Department 430 HWY 520, Box 70 Magnetawan, ON P0A 1P0 (705)-387-3947
planning@magnetawan.com



MUNICIPALITY OF MAGNETAWAN
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AUTHORIZED UNDER SECTION 53 OF THE PLANNING ACT, R.S.O. 1990 c.P13

AUTHORIZATION, DECLARATIONS AND ACKNOWLEDGEMENTS

I, Eva Marszewski the owner of the lands subject to this application hereby agree to the following:

1. Municipal Staff or their representatives are authorized to enter my property for the purposes of evaluating this application.
2. I acknowledge and agree to pay all costs associated with the processing and evaluation of this application, including any peer reviews and consulting fees. These costs may be deducted from the deposit or invoiced directly, at the discretion of the Municipality. Should this application be appealed to the Ontario Land Tribunal, I am aware that I will be responsible and agree to pay all fees related to the Ontario Land Tribunal process.
3. For the purpose of the Freedom of Information and protection privacy act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the planning act for the purposes of processing this application, and further I authorized my agent for this application to provide any of my personal information that will be included in the application or collected during the processing of this application.
4. I, Eva Marszewski, authorize E.J. Williams, B.Sc., O.L.S. to make this application my behalf.

Date January 16, 2025

Signature of Owner Eva Marszewski
Eva Marszewski

Sworn Declaration of Applicant

I, E.J. Williams, B.Sc., O.L.S. of the Town of Huntsville in District of Muskoka make oath and say (or do solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true. Sworn (or declared) before me at the Town of Huntsville the District Municipality of Muskoka this 17th day of January 2025.

Commissioner of Oaths Kathryn Kujala

Applicant: E.J. Williams, B.Sc., O.L.S.
Applicant Agent: E.J. Williams, B.Sc., O.L.S.

Municipality of Magnetawan Planning Department: 430 Hwy 520, Box 70 Magnetawan, ON P0A 1P0 (705) 387-3947
planning@magnetawan.com

Kathryn Irene Kujala, A Commissioner etc.,
Province of Ontario for E.J. Williams Surveying
Limited. Expires April 12, 2025.



PUBLIC NOTICE
APPLICATION FOR CONSENT
Pursuant to Ontario Regulation 197/96
As amended by Ontario Regulation 547/06

TAKE NOTICE that the Municipality of Magnetawan Committee of Adjustment will be considering an Application for Consent under Section 53 of the *Planning Act* and adjacent property owners within 60m will be notified by mail and notice posted for the Proposed Consent.

THE PURPOSE AND EFFECT of the proposed Consent application is to create two (2) new lots on the subject lands, for a total of three (3) lots on the subject property. The proposed lot areas and lot frontages are outlined in the table below.

Zoning Provision	Severed Lot 1	Severed Lot 2	Retained Lot
Lot Frontage	+/- 695 m (Highway 520)	+/- 108 m (Lake Cecebe Road)	+/- 374 m (Lake Cecebe Road)
Lot Area	+/- 18.2 ha	+/- 2.1 ha	+/- 37.6 ha

THE SUBJECT LANDS ARE LOCATED at Con 8 PT LOT 26 with R-O-W with a municipal address of 3363 Highway 520, Municipality of Magnetawan, District of Parry Sound.

The Public Hearing held at the Magnetawan Community Centre on:
Wednesday May 14th, 2025, at 1:00pm

If you wish to make comment to the application you must do so in advance or during the Public Hearing. If you wish to be notified of the decision of the Municipality of Magnetawan Committee of Adjustment in respect to the proposed Consent, you must make a written request Committee of Adjustment Secretary (contact information below). Please reference "Longhurst" in any written comments or requests.

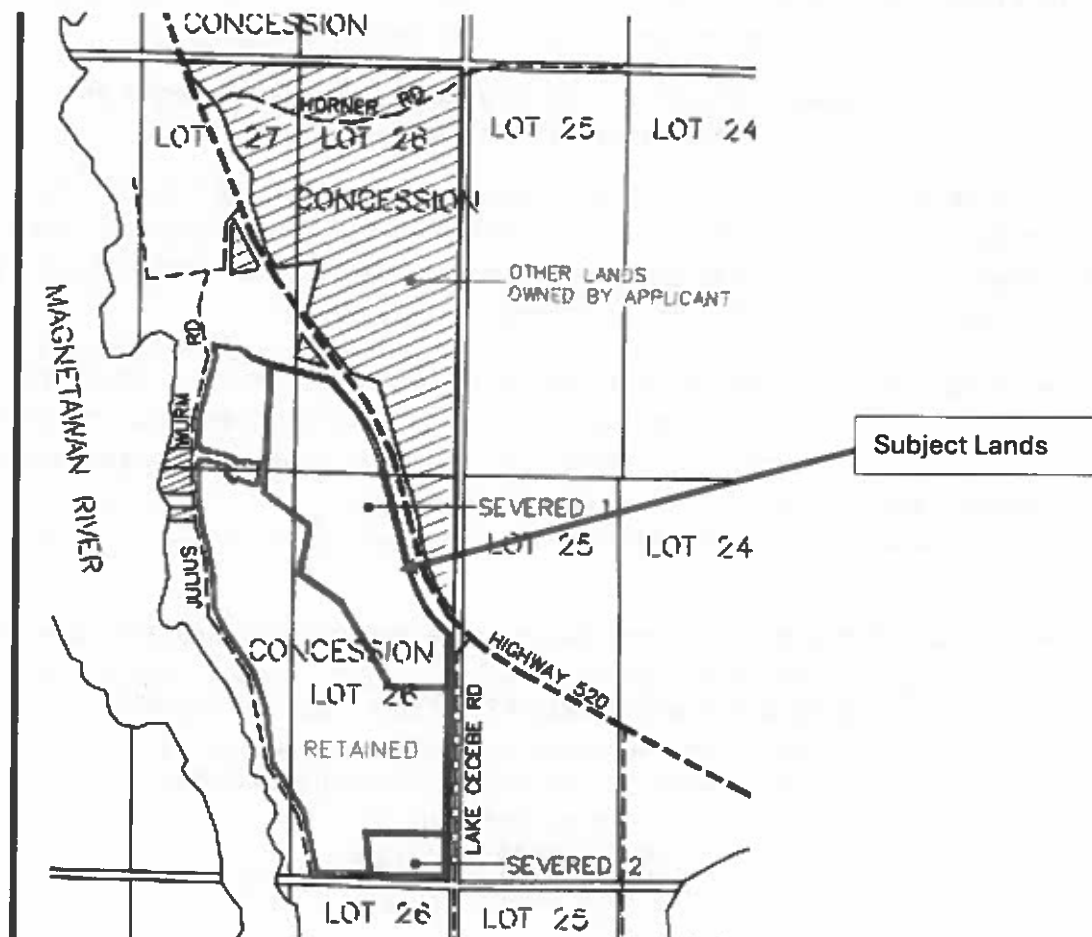
If a person or public body has the ability to appeal the decision of the Municipality of Magnetawan Committee of Adjustment in respect of the proposed consent to the Ontario Land Tribunal but does not make written submissions to the Municipality of Magnetawan Committee of Adjustment before it gives or refuses to give a provisional consent, the Tribunal may dismiss the appeal.

Additional Information on the Application is available at the Municipal Office or online at:
<https://magnetawan.com/residents/planning-zoning/active-applications>

DATED AT THE MUNICIPAL OFFICE THIS 1st DAY OF May, 2025

Erica Kellogg, Secretary, planning@magnetawan.com
4304 Highway 520, Box 70, Magnetawan, ON P0A 1P0
Phone: 705-387-3947
Mon-Fri 8:00 am – 4:00pm
Proposed sketch – Not to scale

KEY MAP/SUBJECT LANDS



THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2025 –

Being a By-law for the administration of the Cemeteries in the Municipality of Magnetawan

WHEREAS Section 11(2)(7) of the *Municipal Act 2001, S.O. 2001, C. 25* as amended authorizes the passage of Bylaws for the maintenance, management, regulation and control of cemeteries owned and operated by the Corporation of the Municipality of Magnetawan;

AND WHEREAS the *Funeral, Burial and Cremation Services Act, 2002 S.O. 2002 C. 33 O, Reg 30/11* as amended provides that a Cemetery Operator may pass By-laws governing the operation of the Cemetery and, in particular, governing rights, entitlements and restrictions with respect to the Internment Rights;

AND WHEREAS the Corporation of the Municipality of Magnetawan has appointed The Municipality of Magnetawan Cemetery Board to administer the operations of the cemeteries;

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

1.0 This By-law may be cited as the “Magnetawan Cemetery By-law”.

2.0 In this By-law unless otherwise stated in specific sections hereof, this By-law shall apply to the entirety of the Municipality of Magnetawan.

3.0 **DEFINITIONS**

i. “**Act**” means the *Funeral, Burial and Cremation Services Act, 2002* and all the amendments and regulations prescribed thereunder;

ii. “**Bereavement Authority of Ontario (BAO)**” means the agency who administers provisions of the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* on behalf of the Ministry of Public and Business Service Delivery and Procurement.

iii. “**Burial Permit**” means a permit for the burial of human remains issued by the Division Registrar;

iv. “**Care and Maintenance Fund**” is a requirement under the *FBCSA and O.Reg. 30/11 and 184/12* that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned, or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery;

v. “**Cemetery Board**” refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time.

- vi. **"Cemetery"** means land set aside to be used for the interment of human remains and has been licensed under the FBCSA as a cemetery.
- vii. **"Cemetery Owner"** means the Corporation of the Municipality of Magnetawan;
- viii. **"Cemetery Services"** means services provided by the cemetery operator including the opening and closing of lots; the general care of lots; and any other service that is normally provided by the owner/operator of the Cemetery;
- ix. **"Contract"** means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the cemetery by-laws;
- x. **"Council"** means the Council of the Corporation of the Municipality of Magnetawan;
- xi. **"Cremated Remains"** means all recoverable bone fragments of a human body that remain after cremation in a crematorium. The bone fragments are mechanically processed to reduce the particle size. The term cremated remains is also understood to include any hydrolyzed remains.
- xii. **"FBCSA"** means the *Funeral Burial and Cremation Services Act, 2002*
- xiii. **"Fee"** means the fees charged as per the Fees and Charges By-law for the Municipality of Magnetawan;
- xiv. **"Foundation"** means the below-ground concrete structure upon which rests the base stone of a monument;
- xv. **"Lots"** means an in-ground burial space intended for the interment of human remains or cremated human remains;
- xvi. **"Human Remains"** means a dead human body and includes a cremated human body;
- xvii. **"Interment"** The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a lot in the ground, or a niche in a columbarium;
- xvii. **"Interment Rights"** includes the right to require or direct the interment of a human remains in a lot, lot, plot and/or niche and to authorize the installation of a monument or marker;
- xviii. **"Interment Rights Certificate"** means the certificate issued by The Corporation of the Municipality of Magnetawan Cemetery Board once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those interment rights;

xix. **"Interment Rights Holder"** means the person(s) authorized or entitled to inter human remains in a specific lot. They may be the person names in the Internment Rights Certificate or such other person to whom the rights have been assigned and shall be listed in the records of the cemeteries;

xx. **"Lot"** mean a single lot space;

xxi. **"Marker"** means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial plot, lot, lot and/or niche;

xxii. **"Monument"** means any permanent memorial structure, monument, tombstone, plaque, headstone or other structure above the ground installed within the designated space to mark the location of a burial plot, lot, lot and/or niche;

xxiii. **"Municipality"** means the Corporation of the Municipality of Magnetawan;

xxiv. **"Owner"** means an owner of a Cemetery;

xxv. **"Plot"** is a parcel of land, sold as a single unit, containing multiple lots;

xxvi. **"Prescribed"** means prescribed by the regulations made under this Act;

xxvii. **"Public Register"** means the register that is required to be made available to the public and contains the information as prescribed under the *FBCSA, Ontario Regulation 30/11* as amended or replaced;

xxviii. **"Registrar"** means the Registrar, Bereavement Authority of Ontario appointed under the FBCSA;

xxix. **"Tribunal"** means the Commercial Registration Appeal Tribunal;

xxx. **"Trust Fund"** means a trust fund established for the purpose of this Act;

xxxi. **"Transferee"** means a person wherein the interment rights with respect to a lot(s) have been transferred;

xxxii. **"Treasurer"** refers to the Treasurer of all Municipal administrated Cemeteries within the Municipality of Magnetawan;

4.0 RULES OF CEMETERY MANAGEMENT

4.1 All Cemeteries within the Municipality of Magnetawan shall be governed by the Municipality of Magnetawan Cemetery Board as provided in this By-law.

4.2 The Cemetery Owner reserves full and complete control and management of the cemetery. The Board is appointed to oversee the daily operations and management of the cemetery land, planting, roads, books and records of the cemetery, and the authority to act on the Cemetery Owner's behalf to

administer this by-law regarding all cemetery operations. The Board shall have and may exercise all the powers and perform all the duties of the Council with respect to all Municipally owned Cemeteries and shall make rules and regulations for the proper government and maintenance thereof conforming to the required legislation.

4.3 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

4.4 There shall be appointed by Council a Board consisting of a minimum of six (6) members if possible, which includes one (1) member of Council. The schedule and term of the appointed members will be till a successor is found.

4.5 It shall be the duty of the Board to carry out the rules and regulations and conduct the business of the cemetery(s).

4.6 The Board reserves the right, at its costs, to correct any error that may be made by it in making interments/inurnments, in the description of the lot, or the transfer or conveyance of any interment rights. The Board may, at its sole discretion, either cancel such grant and substitute other interment rights, or lot of equal or greater value with similar location, as far as is reasonable possible or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the records book of the cemetery. In the event any such error may involve the disinterment of remains, the Board shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

4.7 The Board has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, choose pathways or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to the approval of the appropriate authorities.

4.8 An annual board meeting shall be held each year and requires 50% of the members to be present to transact business.

4.9 The Parks and Maintenance Supervisor shall be the employee designated as the Cemetery Caretaker who shall be in direct charge of the management and keep records of all lots, lots and burials of the cemetery(s) and shall report to the Board. Duties may be delegated as required.

4.10 It shall be the duty of the Cemetery Caretaker and/or designate to supervise all work in connection with the cemetery(s).

4.11 The Board and the Cemetery Caretaker and/or designate will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot,

columbarium, niche, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

5.0 RULES FOR WORKERS

5.1 All workers entering the cemetery shall be under the jurisdiction of the Cemetery Caretaker and/or designate and shall observe their instructions and plan their work under their approval.

5.2 No work shall be started which cannot be completed by Friday as the usual hour for labour to cease. All material shall be left as directed by the Cemetery Caretaker and/or designate and all debris disposed of according to their directions.

5.3 All workers must abide by the Rules and Regulations of the Board and will be subject to disciplinary action.

6.0 FINANCIAL

6.1 The Treasurer of the Municipality shall collect or cause to be collected all monies payable under this By-law and administer the funds as required.

6.2 All Lots for which interment rights have been sold shall be under maintenance and care and the disposition of all monies received by the respective Treasurer from the sale of interment rights shall be allowed by the *Funeral, Burial and Cremation Services Act, 2002*.

6.3 Every person installing a Marker shall pay an amount as prescribed by regulation which will be paid into the Maintenance and Care Fund.

6.4 All income from the monies received for maintenance and care, whether invested or on deposit in a chartered bank, together with all other income from whatever source shall be placed to credit of "The Current Account" and shall be used for the ordinary expense of maintenance and improvement of the Cemetery(s) and markers.

6.5 Tariffs and Charges are prescribed as per the current fees and charges By-law and shall apply to all Municipally owned cemeteries located within the Municipality.

6.6 Payments for all purchases and services pertaining to the cemetery shall be paid to the Municipality of Magnetawan as follows:

- a) All interment rights, purchases and services shall be paid in full at the time of purchase or service;
- b) Interments/inurnments (opening/closing fees) shall be paid in full before a burial takes place.

6.7 As required by the Act, a percentage of the purchase price of all Interment Rights and a prescribed amount for Monuments and Markers is contributed into the Care and Maintenance Fund. Income from

this fund is used to provide only general care and maintenance of the cemetery. Such expenses may include, but are not limited to expenses arising from:

- a) Re-levelling and sodding or seeding of lots;
- b) Maintenance of cemetery roads, sewers and water systems;
- c) Maintenance of perimeter walls and fences;
- d) Maintenance of cemetery landscaping;
- e) Maintenance of columbarium;
- f) Purchase or repairs and general upkeep of cemetery maintenance equipment as needed.

Contributions to the Care and Maintenance Fund are non-refundable except when Interment Rights are cancelled within the thirty (30) days cooling off period.

6.8 The Treasurer shall keep such books, accounts, and records as are necessary for properly recording and exhibiting all financial matters pertaining to the cemetery as may be prescribed.

6.9 The Treasurer shall maintain, invest, and administer the care and maintenance fund in accordance with the provisions of the Act and the regulation made thereunder.

7.0 SALE OF INTERMENT RIGHTS

7.1 Interment Rights may only be sold by the Cemetery Caretaker or designate. When interment rights are purchased, a contract shall be completed and signed by the purchaser or a personal representative of the deceased.

7.2 All contracts to purchase Interment Rights and/or cemetery services shall be in a form approved by the Municipality.

7.3 Interment Rights Holders acquire only the right to direct the burial of human remains, and the construction and installation of monuments, markers, and inscriptions, subject to the rules and regulations in force and approved by the Cemetery Board.

7.4 No interment, inurnment or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full, at which time an Interment Rights Certificate will be issued to the Interment Rights Holder(s).

7.5 Purchasers of interment rights must receive a copy of the contract the Cemetery Operator and Interment Rights Holder have signed detailing the obligations of both parties, and acknowledge receipt and acceptance of the Cemetery By-laws, a copy of the Consumer Information Guide, and the price list.

7.6 The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Right Holder cannot resell their interment rights but may transfer them back to the Cemetery Board. The Interment Rights Certificate shall convey the Right of Interment and the right to install a marker. Such

rights shall be subject to the provision of the Act and the Cemetery By-law as amended from time to time.

7.7 All prices for cemetery lots and services shall be set out in the current Charges and Fees Schedule By-law.

7.8 The monies received for interment rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.

7.9 A purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Interment Rights contract and receive a full refund, by providing written notice of cancellation to the Treasurer, provided no portion of the Interment Rights has been exercised and all the requirements of the Act and this By-law are otherwise in compliance. The Treasurer will arrange to refund all monies paid by the purchaser within thirty (30) days from the date of request for cancellation. If the Interment Rights Certificate has been issued to the Interment Right Holder(s), the certificate must be returned to the Treasurer before a refund can be processed. If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights holder(s) are not entitled to cancel the contract or re-sell the Interment Rights.

7.10 The cemetery operator prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.

7.11 The cemetery operator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).

7.12 Requirements for cancellation of interment rights. To cancel a contract for interment rights, the interment rights holder must provide the cemetery operator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

7.13 The Interment Rights Holder shall notify the Cemetery Caretake or designate in writing within thirty (30) days of any changes in their mailing address.

8.0 TRANSFER OF INTERMENT RIGHTS

8.1 The Transfer of lots(transfer) includes a gift, a bequest or devolution under a will, but not a resale of interment rights (no money is exchanged).

8.2 Any transfer of Interment Rights shall convey those rights set out in section 7.6 of this By-law.

8.3 The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator and in accordance with these by-laws. Transfers must be processed through the cemetery operator and the following must be provided.

- a) The interment rights certificate endorsed with the following:
 - i. A statement signed by the rights holder transfer the rights, acknowledging the transfer to the third-party.
 - ii. A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
 - iii. The date on which the rights were transferred to the third-party (transferee).
 - iv. The name and address of the transferee.
- b) A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that are available.
- c) Any other documents in the rights holder's possession relating to the rights.
- d) A copy of the current cemetery by-laws must be provided the transferee.

8.4 The Interment Rights Certificate holder shall provide a copy of the endorsed Interment Rights Holder(s) contract to the Municipality of Magnetawan wherein the Cemetery Caretaker shall enter and record the transfer. A new interment rights certificate(s) will be issued, and the transferee(s) shall be considered the current interment rights holder(s). The transfer of the interment rights shall be considered final and the cemetery's Public Register will be updated.

8.5 Administration fee for transfer. In the case of a transfer of interment rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

9. RULES APPLICABLE TO ALL INTERMENTS

9.1 Only human remains shall be interred in the cemetery. Animals, including cremated animal remains are not permitted to be buried or scattered on the cemetery grounds.

9.2 Interments in lots shall be as directed by the Interment Right Holder(s). Interment Rights Holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights Holder(s)

be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder(s).

9.3 Notice of and Interment shall be given to the Municipal Treasurer at least thirty-six (36) business hours in advance except under unusual circumstances.

9.4 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the Province (or equivalent if death occurs outside of the Province) must be provided prior to a burial taking place.

9.5 A Certificate of Cremation must be provided prior to any interment cremated remains.

9.6 Payment of all required fees as per the current Fees and Charges By-law must be made before an interment can take place.

9.7 Sunday and holiday burials shall be allowed by the Cemetery Board, from time to time, subject to the current Fees and Charges by-law and third party provider availability and fees.

9.8 Remains to be buried in a lot must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the casket remaining intact through the burial process. The casket must be of size to permit an interment within the size of the lot.

9.9 Full burial interments are permitted in full lots measuring four (4) feet by eight (8) feet.

9.10 Cremation interments are permitted in cremation lots measuring two (2) feet by two (2) feet.

10.11 The Municipality shall not be responsible for the cost incurred to replace, trees, plants, or shrubs that are removed for Interment purposes.

9.12 Each purchaser of Interment Rights shall abide by all existing rules of the cemetery. A copy of the Municipality of Magnetawan Cemetery By-law must accompany the Interment Rights Certificate.

9.13 Interment Rights in full lots will be one (1) full burial and two (2) cremations or three (3) cremations per lot.

9.14 Interment Rights in a cremation plot cremation lots will be two (2) cremations per lot.

9.15 Interment Rights in niche lots will be two (2) cremations per niche. Any urn which is too large to fit within the niche will not be interred in the columbarium. Suggest a separate section specific to the columbarium.

9.16 The Board assumes no responsibility for damages should a lot be opened in a wrong location due to wrong or insufficient information and any extra expenses connected with an error of this kind shall be paid by the parties ordering the interment.

9.17 The opening and closing of lots and niches may only be conducted by Cemetery Caretaker and/or designate.

9.18 All interments shall be arranged to arrive at the cemetery not later than 4:00 p.m. in order that the burial may be completed within the regular hours of work.

9.19 Interments will not be permitted from November 15th through April 15th. Exceptions may be allowed by the Cemetery Board, at their discretion.

9.20 The Cemetery Caretaker and/or designate will exercise all due care when making interments, but is not responsible for damage to any casket, urn or other container sustained during interments.

9.21 The spreading of cremated remains on top of the ground is strictly prohibited. Cremated remains interment into a headstone, marker or monument are not permitted.

10.0 RULES APPLICABLE TO ALL DISINTERMENT

10.1 Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

10.2 In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

10.3 The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

10.4 Disinterment's will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

10.5 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

10.6 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the lot, niche space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

10.7 All prices for disinterment and services shall be set out in the current Fees and Charges By-law.

11.0 CARE OF LOTS

11.1 The Cemetery Board reserves the right to regulate the articles placed on lots or plots, including those that pose a safety threat; prevents the Cemetery Caretaker and/or designate from performing general cemetery operations; or are not keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

11.2 The Cemetery Board reserves the right to disallow or remove quantities of memorial wreathes or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

11.3 The Cemetery Board reserves the right to remove all flowers, potted plants, wreaths, and baskets of flowers when they become withered and unsightly, or for any other reasons such removal is in the best interest of the cemetery.

11.4 All lots and plots shall be maintained and kept properly graded, sodded, and mowed by the Cemetery Caretaker and/or designate.

11.5 Flowers placed on the lot for a funeral shall be removed by the Cemetery Caretaker and/or designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

11.6 No person other than Cemetery Caretaker and/or designate shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

11.7 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Board.

11.8 The Cemetery Board shall not be responsible for loss or damage to lots and structures thereon, or for flowers or articles removed from any lot or lot.

12.0 CONDUCT WITHIN THE CEMETERY

12.1 All cemeteries within the Municipality of Magnetawan are sacredly devoted to the burial of the dead and the provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to a cemetery.

12.2 All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances.

12.3 Vehicular traffic in the cemetery(s) will be done so under the Cemetery Board's supervision only.

12.4 Children under twelve (12) years of age must be accompanied by an adult who shall maintain close contact with them and shall be responsible for their actions.

12.5 The carrying of firearms or discharging of the same within any cemetery grounds, except when used for the firing of a volley at a burial, is prohibited.

12.6 When a society or association desires to hold a Memorial Service, they shall make application to do so to the Board at least fifteen (15) days prior to the desired date and permission shall be granted at the Board's approval. The association or society securing this permission shall assume responsibility for any damages done to any of the property in the cemetery at that time.

12.7 All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any trees, shrubs, or plants within the cemetery(s) grounds.

12.8 All persons are prohibited from writing upon, defacing or damaging any monument fence or other structure in or belonging to the cemetery.

12.9 The cemetery(s) may be visited each day from sunrise to sunset.

12.10 All work in close proximity to a burial shall cease during all services or at any other time when requested.

12.11 Dogs and/or other domesticated animals shall be restrained by a proper leash and accompanied by their owner when visiting the cemetery grounds and shall not be permitted to run at large in the cemetery. Every owner shall remove forthwith, and sanitarily dispose of excrement left by dogs and other pets on the cemetery property.

13.0 RULES FOR MOTOR VEHICLES

13.1 The Board reserves the right to close the roads to the cemetery(s) at any time to vehicular traffic, for maintenance or inclement weather conditions.

13.2 The drivers of all vehicles entering the cemetery(s) shall obey the instructions of the Board and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another moving vehicle and shall not exceed a speed limit of fifteen (15) kilometers per hour.

13.3 Vehicles forming part of a funeral procession shall take the route allotted to that funeral and shall move in unison with the procession and the drivers of all vehicles shall remain in close proximity thereto at all times.

13.4 No snowmobiles, motorcycles, or all-terrain vehicles are allowed within the cemetery(s) unless approved by the Board.

13.5 Proprietors of vehicles and/or other drivers shall be held responsible for any damage done by their vehicles within the cemetery.

14.0 MARKERS AND MONUMENTS

14.1 Interment Rights Holder(s) may erect markers or monuments of a suitable design on the lots, subject to the following regulations:

- a) There shall be only one (1) monument and one (1) marker on each full size lot (4 feet by 8 feet).
- b) There shall be only one (1) marker on each cremation lot.
- c) Inscriptions on niches shall be subject to specifications as set out in Schedule "A" attached hereto.
- d) Prior to an inscription on a niche, an application shall be submitted to the Municipality of the proposed inscription and the fee as set out in the current Fees and Charges By-law shall be provided.
- e) All new monuments must be either granite or bronze (markers must be of marble material) except on application to and by special permission of the Board.

- f) All new monument markers shall be installed in such a manner as to comply with a thrust test of one hundred (100) pounds up to three (3) feet eleven (11) inches in height and thrust test of two hundred (200) pounds for monuments three (3) feet eleven (11) inches and over.
- g) No contractor will install a monument marker over four (4) feet without first consulting the Board.
- h) No marker, monument or inscription shall be erected or installed until all required fees and been supplied to the Municipality.

14.2 The Board assumes no responsibility unless a monument is installed on a concrete foundation, approved by the Cemetery Caretaker and/or designate.

14.3 Cremation lot markers shall be a maximum size of sixteen (16) inches by sixteen (16) inches and installed level with the ground surface.

14.4 No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the cemetery.

15.5 All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the owner.

14.6 A monument shall not be erected on any lot until all charges have been paid.

14.8 Monuments and markers shall be maintained by the Board and the Board reserves the right to adjust, straighten, repair, etc.

14.8 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

15.9 No monument, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the Board.

15.10 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

15.11 The Board will take reasonable precautions to protect the property of Interment Rights Holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

15.12 Should any monument or marker present a risk to public safety because it has become unstable, the Board shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

15.13 The Board reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Board.

16.0 CONTRACTORS AND MONUMENT DEALERS

16.1 Any contract work to be performed with the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Board before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of the monuments and markers, inscriptions, designs, drawings, plans, and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Board and provide the necessary approvals before commencing work at any location on the cemetery property. Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation):

WSIB coverage

Occupational Health and Safety compliance standards

Environmental protection

WHMIS

Evidence of liability insurance of not less than two (2) million dollars

16.2 All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

16.3 Contractors, monument dealers, and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the Board.

16.4 No work will be performed at the cemetery except during regular business hours.

16.5 Contractors shall temporarily cease all operations if they are working within one hundred (100) meters of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations of their sole discretion of the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

16.6 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved, in order to protect the surface from damage.

16.7 Any contractor who damages any lot, upright monument, marker, or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.

16.0 In accordance with the *Funeral, Burial, and Cremation Services Act, 2002*, the provisions of this By-law shall come into force and take effect the latter of 19th of May 2021 and the date of approval of this By-law by the Registrar of the FBCSA.

16.0 EXISTING BY-LAWS REPEALED

THAT By-law 2021-41 hereby be repealed in its entirety.

16.1 This By-law shall come into full force and effect as of May 23rd, 2025.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 14th day of May 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

BAO.
revisions

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2024 –

Being a By-law for the administration of the Cemeteries in the Municipality of Magnetawan

WHEREAS Section 11(2)(7) of the *Municipal Act 2001, S.O. 2001, C. 25* as amended authorizes the passage of Bylaws for the maintenance, management, regulation and control of cemeteries owned and operated by the Corporation of the Municipality of Magnetawan;

AND WHEREAS the *Funeral, Burial and Cremation Services Act, 2002 S.O. 2002 C. 33 O, Reg 30/11* as amended provides that a Cemetery Operator may pass By-laws governing the operation of the Cemetery and, in particular, governing rights, entitlements and restrictions with respect to the Interment and Scattering Rights;

AND WHEREAS the Corporation of the Municipality of Magnetawan has appointed The Municipality of Magnetawan Cemetery Board to administer the operations of the cemeteries;

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

1.0 This By-law may be cited as the “Magnetawan Cemetery By-law”.

2.0 In this By-law unless otherwise stated in specific sections hereof, this By-law shall apply to the entirety of the Municipality of Magnetawan.

3.0 DEFINITIONS

i. **“Act”** means the *Funeral, Burial and Cremation Services Act, 2002* and all the amendments and regulations prescribed thereunder;

ii. **“At-Need-Services”** means interment rights and cemetery services required at the time of death;

iii. **“Bereavement Authority of Ontario (BAO)”** means the agency who administers provisions of the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* on behalf of the Ministry of Government and Consumer Services; **Public and Business Service Delivery and Procurement.**

~~iv. **“Board”** refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time;~~

~~v. **“Burial Permit”** means a permit for the burial of human remains issued by the Division Registrar;~~

~~v. **“Care and Maintenance Fund”** is a requirement under the *FBCSA and O.Reg. 30/11 and 184/12* that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned, or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery;~~

~~vi. **“Cemetery Board”** refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time;~~

~~vi-vii.~~

~~vii-viii. **“Cemetery”** means land set aside to be used for the interment of human remains and has been licensed under the *FBCSA* as a cemetery.~~

~~viii-ix. **“Cemetery Owner”** means the Corporation of the Municipality of Magnetawan;~~

~~ix-x. **“Cemetery Services”** means services provided by the cemetery operator including the opening and closing of graves; the general care of graves; and any other service that is normally provided by the owner/operator of the Cemetery;~~

~~x-xi. **“Contract”** means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the cemetery by-laws;~~

~~xi-xii. **“Council”** means the Council of the Corporation of the Municipality of Magnetawan;~~

~~xii-xiii~~ **"Cremated Remains"** means all recoverable bone fragments of a human body that remain after cremation in a crematorium. The bone fragments are mechanically processed to reduce the particle size. The term cremated remains is also understood to include any hydrolyzed remains.

~~xiii-xiv~~

~~xv~~ **"FBCSA"** means the *Funeral Burial and Cremation Services Act, 2002*

~~xvi~~ **Fee** means the fees charged as per the Fees and Charges By-law for the Municipality of Magnetawan;

~~xv~~

~~xvi-xvii~~ **"Foundation"** means the below-ground concrete structure upon which rests the base stone of a monument;

~~xvii-xviii~~ **"Grave"** means an in-ground burial space intended for the interment of human remains or cremated human remains;

~~xviii-xix~~ **"Human Remains"** means a dead human body and includes a cremated human body;

"Interment" The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.

~~xix-xx~~

~~xx-xxi~~ **"Interment Rights"** includes the right to require or direct the interment of a human remains in a lot, grave, plot and/or niche and to authorize the installation of a monument or marker;

~~xx-xxii~~ **"Interment Rights Certificate"** means the certificate issued by The Corporation of the Municipality of Magnetawan Cemetery Board once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those interment rights;

~~xxii-xxiii~~ **"Interment Rights Holder"** means the person(s) authorized or entitled to inter human remains in a specific lot. They may be the person names in the Interment Rights Certificate or such other person to whom the rights have been assigned and shall be listed in the records of the cemeteries;

~~xxiii-xxiv~~ **"Lot"** mean a single grave space;

~~xxiv-xxv~~ **"Marker"** means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial plot, grave, lot and/or niche;

~~xxv-xxvi~~ **"Monument"** means any permanent memorial structure, monument, tombstone, plaque, headstone or other structure above the ground installed within the designated space to mark the location of a burial plot, grave, lot and/or niche;

~~xxvi-xxvii~~ **"Municipality"** means the Corporation of the Municipality of Magnetawan;

~~xxvii-xxviii~~ **"Owner"** means an owner of a Cemetery;

~~xxviii-xxix~~ **"Plot"** is a parcel of land, sold as a single unit, containing multiple lots;

~~xxix-xxx~~ **"Prescribed"** means prescribed by the regulations made under this Act;

~~xxx-xxxi~~ **"Public Register"** means the register that is required to be made available to the public and contains the information as prescribed under the *FBCSA, Ontario Regulation 30/11* as amended or replaced;

~~xxxi-xxxii~~ **"Registrar"** means the Registrar, Bereavement Authority of Ontario appointed under the FBCSA;

~~xxxii-xxxiii~~ **"Tribunal"** means the Commercial Registration Appeal Tribunal;

~~xxxiii-xxxiv~~ **"Trust Fund"** means a trust fund established for the purpose of this Act;

~~xxxiv-xxxv~~ **"Transferee"** means a person wherein the interment rights with respect to a lot(s) have been transferred;

~~xxxv-xxxvi~~ **"Treasurer"** refers to the Treasurer of all Municipal administrated Cemeteries within the Municipality of Magnetawan;

4.0 RULES OF CEMETERY MANAGEMENT

4.1 All Cemeteries within the Municipality of Magnetawan shall be governed by the Municipality of Magnetawan Cemetery Board as provided in this By-law.

4.2 The Cemetery Owner reserves full and complete control and management of the cemetery. The Board is appointed to oversee the daily operations and management of the cemetery land, planting, roads, books and records of the cemetery, and the authority to act on the Cemetery Owner's behalf to administer this by-law regarding all cemetery operations. The Board shall have and may exercise all the powers and perform all the duties of the Council with respect to all Municipally owned Cemeteries and shall make rules and regulations for the proper government and maintenance thereof **conforming to the required legislation.**

4.3 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

4.3 There shall be appointed by Council a Board consisting of a minimum of six (6) members if possible, which includes one (1) member of Council. The schedule and term of the appointed members will be till a successor is found.

4.4 It shall be the duty of the Board to carry out the rules and regulations and conduct the business of the cemetery(s).

4.5 The Board reserves the right, at its costs, to correct any error that may be made by it in making interments/inumments, in the description of the lot, or the transfer or conveyance of any interment rights. The Board may, at its sole discretion, either cancel such grant and substitute other interment rights, or lot of equal **or greater** value with similar location, as far as is reasonable possible or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the records book of the cemetery. In the event any such error may involve the disinterment of remains, the Board shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

4.6 The Board has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, choose pathways or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to the approval of the appropriate authorities.

4.7 An annual board meeting shall be held each year and requires 50% of the members to be present to transact business.

4.8 The Parks and Maintenance Supervisor shall be the employee designated as the Cemetery Caretaker who shall be in direct charge of the management and keep records of all lots, graves and burials of the cemetery(s) and shall report to the Board. Duties may be delegated as required.

4.9 It shall be the duty of the Cemetery Caretaker and/or designate to supervise all work in connection with the cemetery(s).

4.10 The Board and the Cemetery Caretaker and/or designate will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium, niche, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

5.0 RULES FOR WORKERS

5.1 All workers entering the cemetery shall be under the jurisdiction of the Cemetery Caretaker and/or designate and shall observe their instructions and plan their work under their approval.

5.2 No work shall be started which cannot be completed by Friday as the usual hour for labour to cease. All material shall be left as directed by the Cemetery Caretaker and/or designate and all debris disposed of according to their directions.

5.3 All workers must abide by the Rules and Regulations of the Board and will be subject to disciplinary action.

6.0 FINANCIAL

6.1 The Treasurer of the Municipality shall collect or cause to be collected all monies payable under this By-law and administer the funds as required.

6.2 All Lots for which interment rights have been sold shall be under maintenance and care and the disposition of all monies received by the respective Treasurer from the sale of interment rights shall be allowed by the *Funeral, Burial and Cremation Services Act, 2002*.

6.3 Every person installing a Marker shall pay an amount as prescribed by regulation which will be paid into the Maintenance and Care Fund.

6.4 All income from the monies received for maintenance and care, whether invested or on deposit in a chartered bank, together with all other income from whatever source shall be placed to credit of "The Current Account" and shall be used for the ordinary expense of maintenance and improvement of the Cemetery(s) and markers.

6.5 Tariffs and Charges are prescribed as per the current fees and charges By-law and shall apply to all municipally owned cemeteries located within the Municipality.

6.6 Payments for all purchases and services pertaining to the cemetery shall be paid to the Municipality of Magnetawan Cemetery Board as follows:

- a) All interment rights, purchases and services shall be paid in full at the time of purchase or service;
- b) Interments/inurnments (opening/closing fees) shall be paid in full before a burial ~~can~~ takes place.

6.7 As required by the Act, a percentage of the purchase price of all Interment Rights and a prescribed amount for Monuments and Markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Such expenses may include, but are not limited to expenses arising from:

- a) Re-levelling and sodding or seeding of lots;
- b) Maintenance of cemetery roads, sewers and water systems;
- c) Maintenance of perimeter walls and fences;
- d) Maintenance of cemetery landscaping;
- e) Maintenance of columbarium;
- f) Purchase or repairs and general upkeep of cemetery maintenance equipment as needed.

Contributions to the Care and Maintenance Fund are non-refundable except when Interment Rights are cancelled within the thirty (30) days cooling off period.

6.8 The Treasurer shall keep such books, accounts, and records as are necessary for properly recording and exhibiting all financial matters pertaining to the cemetery as may be prescribed.

6.9 The Treasurer shall maintain, invest, and administer the care and maintenance fund in accordance with the provisions of the Act and the regulation made thereunder.

7.0 SALE OF INTERMENT RIGHTS

7.1 Interment Rights may only be sold by the Cemetery Caretaker or designate Board. When interment rights are purchased, a contract shall be completed and signed by the purchaser or a personal representative of the deceased.

7.2 All contracts to purchase Interment Rights and/or cemetery services shall be in a form approved by the Municipality.

7.3 Interment Rights Holders acquire only the right to direct the burial of human remains, and the construction and installation of monuments, markers, and inscriptions, subject to the rules and regulations in force and approved by the Cemetery Board.

7.4 No interment, inurnment or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full, at which time an Interment Rights Certificate will be issued to the Interment Rights Holder(s).

7.5 Purchasers of interment rights must receive a copy of the contract the Cemetery Operator and Interment Rights Holder have signed detailing the obligations of both parties, and acknowledge receipt and acceptance of the Cemetery By-laws, a copy of the Consumer Information Guide, and the price list.

7.6 The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Right Holder cannot resell their interment rights but may sell them back to the Cemetery Board. The Interment Rights Certificate shall convey the Right of Interment and the right to install a marker. Such rights shall be subject to the provision of the Act and the Cemetery By-law as amended from time to time.

7.7 All prices for cemetery lots and services shall be set out in the current Charges and Fees Schedule By-law.

7.8 The monies received for interment rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.

7.9 A purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Interment Rights contract and receive a full refund, by providing written notice of cancellation to the Treasurer, provided no portion of the Interment Rights has been exercised and all the requirements of the Act and this By-law are otherwise in compliance. The Treasurer will arrange to refund all monies paid by the purchaser with thirty (30) days from the date of request for cancellation. If the Interment Rights Certificate has been issued to the Interment Right Holder(s), the certificate must be returned to the Treasurer before a refund can be processed. If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights holder(s) are not entitled to cancel the contract or re-sell the Interment Rights.

7.10 The cemetery operator prohibits the resale of interment or scattering rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.

7.11 The cemetery operator reserves the right to refuse to cancel a contract for interment or scattering rights if a portion of the interment or scattering rights has been exercised (for example, one lot in a plot has been used).

7.12 Requirements for cancellation of interment rights. To cancel a contract for interment/scattering rights, the interment/scattering rights holder must provide the cemetery operator with written notice of cancellation and the interment/scattering rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

7.13 The Interment Rights Holder shall notify the Cemetery Caretake or designate Board in writing within thirty (30) days of any changes in their mailing address.

8.0 TRANSFER OF INTERMENT RIGHTS

8.1 The Transfer of lots (transfer) includes a gift, a bequest or devolution under a will, but not a resale of interment rights (no money is exchanged).

8.2 Any transfer of Interment Rights shall convey those rights set out in section 7.6 of this By-law.

8.3 The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator and in accordance with these by-laws. Transfers must be processed through the cemetery operator and the following must be provided.

- The interment/scattering rights certificate endorsed with the following:
 - A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.
 - A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
 - The date on which the rights were transferred to the third-party (transferee).
 - The name and address of the transferee.
- A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that are available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws must be provided the transferee.

8.4 The Interment Rights Certificate holder shall provide a copy of the endorsed Interment Rights Holder(s) contract to the Municipality of Magnetawan wherein the Cemetery Caretaker shall enter and record the transfer. A new interment rights certificate(s) will be issued, and the transferee(s) shall be considered the current interment or scattering rights holder(s). The transfer of the interment rights shall be considered final and the cemetery's Public Register will be updated.

8.5 Administration fee for transfer. In the case of a transfer of interment rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

~~8.6 In case of a transfer, the Cemetery Caretaker and/or designate must confirm that all lots transferred are usable prior to an interment taking place. ** This should be done prior to allowing the transfer**~~

10. RULES APPLICABLE TO ALL INTERMENTS

10.1 Only human remains shall be interred in the cemetery. ~~Pets or~~ Animals, including cremated animal remains are not permitted to be buried or scattered on the cemetery grounds.

10.2 Interments in lots shall be as directed by the Interment Right Holder(s). Interment Rights Holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights Holder(s) be deceased, authorization must be provided in writing by the person authorized to act on ~~behalf~~ of the Interment Rights Holder(s).

10.3 Notice of and Interment shall be given to the Municipal Treasurer at least thirty-six (36) business hours in advance except under unusual circumstances.

10.4 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the Province ~~(or equivalent if death occurs outside of the Province)~~ must be provided prior to a burial taking place.

10.5 A Certificate of Cremation must be provided ~~prior to any interment~~ cremated remains ~~taking place~~.

10.6 Payment of all required fees as per the current Fees and Charges By-law must be made before an interment can take place.

~~10.7 A family information sheet containing contact information, names, addresses and telephone numbers must be provided for each interment for completion of the contract and the public register prior to a burial taking place.~~

10.8 Sunday and holiday burials shall be allowed by the Cemetery Board, from time to time, subject to the current Fees and Charges by-law and third party provider availability and fees.

10.9 Remains to be buried in a lot must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the ~~casket remaining intact through the burial process~~. The casket must be of size to permit an interment within the size of the lot.

10.10 Full burial interments are permitted in full graveslots measuring four (4) feet by eight (8) feet.

10.11 Cremation interments are permitted in cremation graves measuring two (2) feet by two (2) feet.

10.11 The Municipality shall not be responsible for the cost incurred to replace ~~concrete marker bases~~, trees, plants, or shrubs that are removed for interment purposes.

10.12 Each purchaser of Interment Rights shall abide by all existing rules of the cemetery. A copy of the Municipality of Magnetawan Cemetery By-law must accompany the Interment Rights Certificate.

10.13 ~~The purchaser of Interment Rights acquires only the right and privilege of burying human remains and erecting suitable memorials, subject to the rules and regulations of the cemetery. Interment Rights in full graves will be one (1) full burial and two (2) cremations or three (3) cremations per single lot or grave, with a single headstone and one (1) flat marker installed level with the ground surface.~~

~~10.14~~ Anyone not wishing to purchase double or single lot or grave for cremation burial may purchase a Cremation Interment Rights Lot in the area that is set aside for this purpose. Interment Rights in a cremation plot lot sizes will be cremation graves will be two (2) feet by two (2) feet. Interment Rights will be two (2) cremations per grave lot with one (1) flat marker installed level with the ground surface.

~~10.15~~ ~~10.14~~ Interment Rights in niche graves will be two (2) cremations per niche. Any urn which is too large to fit within the niche will not be interred in the columbarium. Suggest a separate section specific to the columbarium.

~~10.16~~ The Board assumes no responsibility for damages should a lot be opened in a wrong location due to wrong or insufficient information and any extra expenses connected with an error of this kind shall be paid by the parties ordering the interment.

~~10.17~~ The opening and closing of graves and niches may only be conducted by Cemetery Caretaker and/or designate.

~~10.18~~ All interments shall be arranged to arrive at the cemetery not later than 4:00 p.m. in order that the burial may be completed within the regular hours of work.

~~10.19~~ Interments will not be permitted from November 15th through April 15th. Exceptions may be allowed by the Cemetery Board, weather permitting at their discretion.

~~10.20~~ The Cemetery Caretaker and/or designate will exercise all due care when making interments, but is not responsible for damage to any casket, urn or other container sustained during interments.

~~10.21~~ The spreading of cremated remains on top of the ground is strictly prohibited. Cremated remains interment into a headstone, marker or monument are not permitted.

11.0 RULES APPLICABLE TO ALL DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

11.6 All prices for disinterment and services shall be set out in the current Fees and Charges By-law.

12.0 CARE OF LOTS

12.1 The Cemetery Board reserves the right to regulate the articles placed on lots or plots, including those that pose a safety threat; prevents the Cemetery Caretaker and/or designate from performing general cemetery operations; or are not keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

12.2 The Cemetery Board reserves the right to disallow or remove quantities of memorial wreathes or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

12.3 The Cemetery Board reserves the right to remove all flowers, potted plants, wreaths, and baskets of flowers when they become withered and unsightly, or for any other reasons such removal is in the best interest of the cemetery.

12.4 All lots and plots shall be maintained and kept properly graded, sodded, and mowed by the Cemetery Caretaker and/or designate.

12.5 Flowers placed on the grave for a funeral shall be removed by the Cemetery Caretaker and/or designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

12.6 No person other than Cemetery Caretaker and/or designate shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

12.7 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Board.

12.8 The Cemetery Board shall not be responsible for loss or damage to lots and structures thereon, or for flowers or articles removed from any lot or grave.

13.0 CONDUCT WITHIN THE CEMETERY

13.1 All cemeteries within the Municipality of Magnetawan are sacredly devoted to the burial of the dead and the provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to a cemetery.

13.2 All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances.

13.3 Vehicular traffic in the cemetery(s) will be done so under the Cemetery Board's supervision only.

13.4 Children under twelve (12) years of age must be accompanied by an adult who shall maintain close contact with them and shall be responsible for their actions.

13.5 The carrying of firearms or discharging of the same within any cemetery grounds, except when used for the firing of a volley at a burial, is prohibited.

13.6 When a society or association desires to hold a Memorial Service, they shall make application to do so to the Board at least fifteen (15) days prior to the desired date and permission shall be granted at the Board's approval. The association or society securing this permission shall assume responsibility for any damages done to any of the property in the cemetery at that time.

13.7 All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any trees, shrubs, or plants within the cemetery(s) grounds.

13.8 All persons are prohibited from writing upon, defacing or damaging any monument fence or other structure in or belonging to the cemetery.

13.9 The cemetery(s) may be visited each day from sunrise to sunset.

13.10 All work in close proximity to a burial shall cease during all services or at any other time when requested.

13.11 Dogs and/or other domesticated animals shall be restrained by a proper leash and accompanied by their owner when visiting the cemetery grounds and shall not be permitted to run at large in the cemetery. Every owner shall remove forthwith, and sanitarily dispose of excrement left by dogs and other pets on the cemetery property.

14.0 RULES FOR MOTOR VEHICLES

14.1 The Board reserves the right to close the roads to the cemetery(s) at any time to vehicular traffic, for maintenance or inclement weather conditions.

14.2 The drivers of all vehicles entering the cemetery(s) shall obey the instructions of the Board and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another moving vehicle and shall not exceed a speed limit of fifteen (15) kilometers per hour.

14.3 Vehicles forming part of a funeral procession shall take the route allotted to that funeral and shall move in unison with the procession and the drivers of all vehicles shall remain in close proximity thereto at all times.

14.4 No snowmobiles, motorcycles, or all-terrain vehicles are allowed within the cemetery(s) unless approved by the Board.

14.5 Proprietors of vehicles and/or other drivers shall be held responsible for any damage done by their vehicles within the cemetery.

15.0 MARKERS AND MONUMENTS

15.1 Interment Rights Holder(s) may erect markers or monuments of a suitable design on the lots, subject to the following regulations:

i. ~~15.2~~ There shall be only one (1) monument and one (1) marker on each full size lot or grave (4 feet by 8 feet).

ii. ~~There shall be only one (1) marker on each cremation grave.~~

iii. Inscriptions on niches shall be subject to specifications as set out in Schedule "A" attached hereto.

iv. Prior to an inscription on a niche, an application shall be submitted to the Municipality of the proposed inscription and the fee as set out in the current Fees and Charges By-law shall be provided.

v. ~~15.4~~ All new monuments must be either granite or bronze (markers must be of marble material) except on application to and by special permission of the Board.

vi. ~~15.5~~ All new monument markers shall be installed in such a manner as to comply with a thrust test of one hundred (100) pounds up to three (3) feet eleven (11) inches in height and thrust test of two hundred (200) pounds for monuments three (3) feet eleven (11) inches and over.

vii. ~~15.6~~ No contractor will install a monument marker over four (4) feet without first consulting the Board.

viii. No marker, monument or inscription shall be erected or installed until all required fees and been supplied to the Municipality.

15.27 The Board assumes no responsibility unless a monument is installed on a concrete foundation, approved by the Cemetery Caretaker and/or designate.

15.38 Cremation lot markers shall be a maximum size of sixteen (16) inches by sixteen (16) inches and installed level with the ground surface.

15.94 No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the cemetery.

15.405 All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the owner.

15.614 A monument shall not be erected on any lot until all charges have been paid.

15.742 Monuments and markers shall be maintained by the Board and the Board reserves the right to adjust, straighten, repair, etc.

15.743 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

15.844 No monument, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the Board.

15.945 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

15.4106 The Board will take reasonable precautions to protect the property of Interment Rights Holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

15.117 Should any monument or marker present a risk to public safety because it has become unstable, the Board shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

15.128 The Board reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Board.

16.0 CONTRACTORS AND MONUMENT DEALERS

16.1 Any contract work to be performed with the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Board before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of the monuments and markers, inscriptions, designs, drawings, plans, and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Board and provide the necessary approvals before commencing work at any location on the cemetery property. Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation):

WSIB coverage

Occupational Health and Safety compliance standards

Environmental protection

WHMIS

Evidence of liability insurance of not less than two (2) million dollars

16.2 All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

16.3 Contractors, monument dealers, and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the Board.

16.4 No work will be performed at the cemetery except during regular business hours.

16.5 Contractors shall temporarily cease all operations if they are working within one hundred (100) meters of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations of their sole discretion of the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

16.6 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy material are to be moved, in order to protect the surface from damage.

16.7 Any contractor who damages any lot, upright monument, marker, or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.

17.0 In accordance with the *Funeral, Burial, and Cremation Services Act, 2002*, the provisions of this By-law shall come into force and take effect the latter of 19th of May 2021 and the date of approval of this By-law by the Registrar of the *FBCSA*.

18.0 EXISTING BY-LAWS REPEALED

THAT By-law 2012-26 hereby be repealed in its entirety.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 22nd day of May 2024.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk



**Municipality of
Magnetawan**

NOTICE

MUNICIPALITY OF MAGNETAWAN CEMETERIES

Dated this day of April 25th, 2025.

**The draft By-law will be presented to Council during the
regular meeting on May 14th, 2025, 1:00pm.**

**The Municipality of Magnetawan has submitted a draft
cemetery administration by-law to the Registrar of the
*Funeral, Burial, and Cremation Services Act, 2002.***

**Any interested parties may contact Deputy Clerk Erica
Kellogg by telephone at (705) 387-3947 or email at
ekellogg@magnetawan.com for information, or to
make copies. By-laws or amendments may be reviewed
or copied at the Municipal Office located at 4304
Highway 520, Magnetawan, Ontario, or online at
www.magnetawan.com**

**This by-law is subject to the approval of the Registrar of
the *Funeral, Burial, and Cremation Services Act, 2002.***

**Telephone: Bereavement Authority of Ontario
647-483-2645 or 1-844-493-6356 for information.**



2025 Landfill Closure and Post-Closure Care Liability Estimates

Chapman and Croft Waste Disposal Sites
Magnetawan, Ontario

Prepared for:

Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario P0A 1P0

April 2, 2025

Pinchin File: 225335.008



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1.0 INTRODUCTION

Pinchin Ltd. (Pinchin) was retained by the Municipality of Magnetawan (Municipality) to complete an estimate of liabilities for the closure and post-closure care for two municipal solid waste landfill Sites for the year 2025. The solid waste landfill Sites and their status are as follows:

1. Chapman Waste Disposal Site (active waste disposal site).
2. Croft Waste Disposal Site (active waste disposal site).

Asset Retirement Obligations ("ARO") is a legal obligation associated with the retirement of a tangible long-lived asset that an entity is required to settle as a result of an existing or enacted law, statute, ordinance or written or oral contract by legal construction or a contract under the doctrine of promissory estoppel. The estimated Asset Retirement Cost is the amount that is capitalized and increases the carrying amount of a long-lived asset when a liability for an ARO is recognized. As a result of these ARO requirements as they relate to Municipality's Waste Disposal Sites, Pinchin has assessed the annual liabilities for each Site in accordance with accounting standards set out by the Public Sector Accounting Board (PSAB) Section PS 3280 Solid Waste Landfill Closure and Post-Closure Liability.

The reporting period is up to December 31, 2024, and the base year is 2025 (i.e., time zero for present value calculation is January 1, 2025).

1.1 Scope of Work

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 previous year; and
- Provide additional information required by the Municipality for its financial statements.

2.0 BACKGROUND

A general description of the solid waste landfill Sites is provided in the following paragraphs, and a summary of the main features is provided in the attached Table 1 (all tables are provided in Appendix I).

2.1 Chapman Waste Disposal Site

The Chapman Waste Disposal Site is located on Lot 108, Concession A within the Municipality of Magnetawan, District of Parry Sound, Ontario and is located approximately 5.5 kilometres (km) northeast of the Township of Magnetawan, Ontario. The Site operates in accordance with the Site Certificate of



Approval (CofA, now referred to as Environmental Compliance Approval (ECA)) Number **A521202** for the disposal of municipal solid waste generated within the Municipality. The Site consists of 1.2 hectares (ha) of approved landfilling area within 41 ha of Municipality property. A road with a locked gate is located northwest of the Site which provides access to the Site from the southeast side of Rocky Road, approximately 200 m east of the intersection of Rocky Road and Nipissing Road North. Landfilling began at the Site prior to 1980 and the active landfilling area is currently located within the central portion of the Site.

A waste capacity assessment was completed for the Site in 2017 by D.M. Wills based on a topographic survey completed on November 15, 2016. A subsequent waste capacity assessment was completed by Pinchin in 2019, following the completion of another topographic survey on June 12, 2019. Based on a comparison of the November 2016 and June 2019 surveys, it was estimated that a volume of approximately 6,500 cubic meters (m^3) of waste was deposited at the Site, resulting in an estimated annual waste deposition rate of approximately 2,500 m^3 per year. Additionally, based on Pinchin's report entitled "*Waste Capacity Study, Chapman Waste Disposal Site, Magnetawan, Ontario*", dated September 24, 2019, it was Pinchin's opinion that the current remaining volume of the Site was 38,268 m^3 as of June 2019.

An additional topographic survey was completed for the Site on June 3, 2020, utilizing an Unmanned Aerial Vehicle (UAV). Based on a comparison of the 2019 and 2020 topographic surfaces, it was determined that a volume of approximately 4,750 m^3 was deposited at the Site during that one-year time period, resulting an annual waste deposition rate of approximately 4,750 m^3 per year. Additionally, this additional waste deposition volume resulted in an estimated remaining Site capacity of 33,518 m^3 as of June 2020.

In support of the annual liability estimate updates, Pinchin had retained the services of Unmanned Aerial Services Inc. (UAS) to conduct a supplemental topographic survey of the Site utilizing a UAV on October 24, 2023. Based on the results of this most recent survey, Pinchin estimated the volume of the existing waste and annual average waste deposition (comparing survey to survey), as well as the resulting estimated remaining capacity and lifespan.

Based on a comparison of the 2020 and 2023 topographic surveys, it was estimated that a volume of approximately 9,680 m^3 of waste has been placed at the Site, resulting in an annual waste deposition rate of approximately 2,904 m^3 per year and a remaining Site capacity of approximately 23,838 m^3 as of October 2023. Utilizing a 7-year average annual waste deposition rate based on the results of the 2016 through 2023 surveys of approximately 3,385 m^3 per year, the remaining lifespan of the Site is estimated to be 7 years as of October 2023, if the Site is developed to the maximum theoretical capacity of approximately 60,000 m^3 .



In the absence of an additional topographic survey of the Site in 2024, Pinchin has assumed that waste placement during 2024 continued at a constant average annual waste deposition rate of 3,385 m³ per year. For the purposes of the 2025 landfill liability estimates, the Chapman Waste Disposal Site is assumed to have a remaining capacity of approximately 20,453 m³ and a remaining lifespan of approximately 6 years as of October 2024.

2.2 Croft Waste Disposal Site

The Croft Waste Disposal Site is located in Lot 26, Concession 11 within the Municipality of Magnetawan, District of Parry Sound, Ontario and is located approximately 12 km east-northeast of the Township of Magnetawan, Ontario. The Site operates in accordance with the Site CofA (now referred to as an ECA) Number **A7034002** for the disposal of municipal solid waste generated within the Municipality. The Site consists of 2.5 ha of approved landfilling area within 33.7 ha of Municipality property. A road with a locked gate is located east of the Site which provides access to the Site from the west side of 25th and 26th Side Road, approximately 1 km north of the intersection of 25th and 26th Side Road and Highway 520.

The active landfilling area is currently located within the northern portion of the Site. A site capacity survey was completed by D.M. Wills on November 1, 2018, which resulted in an estimated remaining capacity of approximately 23,565 cubic metres (m³) and an approximate remaining life expectancy of 39 years (assuming a theoretical capacity of 138,850 m³).

A topographic survey of the Site was completed by Pinchin using a UAV on June 12, 2019, and was utilized for the purpose of calculating the remaining waste capacity and remaining lifespan for the Site. In comparing the 2018 and 2019 topographic surveys, it was estimated that approximately 300 m³ of waste was deposited at the Site resulting in an estimated annual fill rate of 605 m³/year.

In contrast to the D.M. Wills waste capacity calculations, Pinchin's review of the 2019 survey data resulted in an estimation that the in-place volume was approximately 32,395 m³ as of 2019. Additionally, based on the approved waste disposal footprint of 2.5 ha and utilizing the MECP landfill design standards, it is estimated that total maximum capacity of the Site is approximately 141,875 m³. Therefore, the remaining waste capacity at the Site was approximately 106,454 m³ as of 2023.

In support of the liability estimate update, Pinchin retained the services of UAS to conduct a supplemental topographic survey of the Croft Landfill Site utilizing a UAV on October 24, 2023. The results of the 2023 topographic survey indicate that a volume of approximately 3,720 m³ of waste was placed at the Site resulting in a current in-place volume of 36,115 m³ and an annual waste deposition rate of 858 m³ per year. This results in a remaining capacity of approximately 105,759 m³ (i.e., the theoretical capacity of 141,875 m³ minus the current waste volume 36,115 m³) as of October 2023.

Utilizing a 5-year average annual waste deposition rate based on the results of the 2018 through 2023 surveys of approximately 731.5 m³ per year. In the absence of an additional topographic survey of the Site in 2024, Pinchin has assumed that waste placement during 2024 continued at a constant average annual waste deposition rate of 731.5 m³ per year. Therefore, the estimated remaining capacity of the Croft Waste Disposal Site is approximately 105,027.5 m³ as of October 2024.

The remaining lifespan of the Site would be estimated in excess of 100 years. However, it is anticipated that the annual waste deposition rate at the Croft Landfill Site will increase after 6 years following closure of the Chapman Landfill Site to a rate of approximately 4,116.5 m³ per year (i.e., 731.5 m³/year plus 3,385 m³/year). This increase would result in a remaining lifespan for the Croft Landfill Site of approximately 30 years as of October 2024.

3.0 COLLECTION AND REVIEW OF CURRENT INFORMATION

The following information was used to calculate the liability estimates:

1. The remaining landfill capacity for the Chapman and Croft Waste Disposal Sites (active) were updated by using the most recent data available from 2023 topographic surveys.
2. Monitoring/reporting costs are estimated using the unit prices provided in the proposed Pinchin contract entitled *"Proposal for Waste Management Environmental Consulting Services, 2023-2025 Annual Monitoring and Reporting – Chapman and Croft Landfills, Municipality of Magnetawan, Ontario, Pinchin File: 225335.007"* issued March 6, 2023.
3. The contingency amount was estimated using the following equation:

$$F = \$0.50 \times W \times I_2/I_1$$

Where:

F = the amount of financial assurance

W = the number of tonnes of waste that have been deposited in the landfilling site at the time the amount of financial assurance is calculated.

I₁ = the 2017 Annual Average Non-residential Building Construction Price Index for Ontario (based on Toronto and Ottawa-Gatineau (Ontario part) data) as published by Statistics Canada under the authority of the Statistics Act (Canada).

I₂ = the most recent Annual Average Non-residential Building Construction Price Index for Ontario (based on Toronto and Ottawa-Gatineau (Ontario part) data) available at the time the amount of financial assurance is calculated as published by Statistics Canada under the authority of the Statistics Act (Canada).



This is identical to the method of calculation Financial Assurance for contingency plans described in the MECP Landfill Standards Guideline with the exception of using average Ontario Non-residential Building Construction Price indices instead of Toronto only indices.

The Non-residential Building Construction Price Index data for Ontario (based on the average of Toronto and Ottawa-Gatineau (Ontario part)) is summarized as follows:

2024 Quarter	Average Non-residential Building Construction Price Index (NRBCPI) for Toronto, Ontario	Average Non-residential Building Construction Price Index (NRBCPI) for Ottawa-Gatineau, Ontario Part
First	157.6	160.1
Second	159.6	160.8
Third	Not Available	
Fourth	Not Available	
Annual Average	158.6	160.5
2017 Base Value	100	100
Ontario Average	159.5	

Notes: the base year for the 2024 NRBCPI values published by Statistics Canada was 2017 (i.e., 2017 = 100).

4.0 INFLATION AND DISCOUNT RATES

4.1 Inflation Rate

The unit costs were updated to 2025 costs by applying an average inflation rate of 5.35% (ten-year average of the Core Consumer Price Index – 2014 to 2023). These rates were published by the MECP for financial assurance funds (found at <https://www.ontario.ca/page/financial-assurance-ministry-environment-and-climate-change>).

4.2 Discount Rate

A discount rate of – 3.10% was used to complete the cost estimate calculations for Sites expected to close within 30 years. A discount rate of 3.00% was used to complete the cost estimate calculations for Sites expected to close after 30 years. These rates were published by the MECP for financial assurance funds.



5.0 CHANGE IN LIABILITY AND ANNUAL EXPENDITURES

The change in liability was calculated using the equation presented below:

$$G = (A \times E) - F$$

Where:

G = Change in Liability

A = Estimated Total Expenditure

E = Capacity Factor

F = Expenditures Previously Recognized

For each landfill, the change in liability associated with the Estimated Total Expenditure was determined by applying a capacity factor for the estimated fraction of the total landfill capacity used to date (i.e., for closed sites the factor is 1.0). Assumptions used to estimate the capacity factors are noted in the Tables 2 through 5 provided in Appendix I.

The estimated liability amounts for 2025 are provided in the following Table:

Site	2024 Liability Estimate (F) (\$)	2025 Liability Estimate (A X E) (\$)	Change in Liability (G) (\$)
Chapman Waste Disposal Site	\$505,670.20	\$641,835.49	\$136,165.29
Croft Waste Disposal Site	\$208,817.21	\$229,691.16	\$20,873.95
Total	\$714,487.41	\$871,526.65	\$157,039.24

6.0 ADDITIONAL INFORMATION

The notes to the financial statements require the information included in the following Table:

Information Required	Comment
1. The nature and source of landfill closure and post-closure care requirements.	The information sources and assumptions are noted in the attached Tables in Appendix I.



Information Required	Comment
2. The basis of recognition and measurement of the liability for closure and post-closure care.	The method used to determine the liability is presented in the attached Tables in Appendix I.
3. The remaining capacity of the landfill and the estimated remaining landfill life in years.	The remaining landfill capacity and the estimated remaining landfill life, including the basis for this estimation, are noted in the attached Tables in Appendix I.
4. How any requirements for closure and post-closure care financial assurance are being met.	See item 5.
5. The amount of any assets designated for settling closure and post-closure care liabilities.	<p>The following assets were identified by the Municipality for closure and post-closure care liabilities:</p> <ul style="list-style-type: none">• The Municipality has a landfill rehabilitation reserve of \$588,710; and• The Municipality has a landfill closure reserve of \$294,520.
6. The estimated length of time needed for post-closure care.	The minimum period for post-closure monitoring required by the MECP is 25 years. A 25 year period was assumed for post-closure care activities.

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Template: Master Report for Phase II ESA - Stage 2 PSI, EDR, January 13, 2021

APPENDIX I
Tables

TABLE 1
Summary of Site Features
2025 Closure and Post-Closure Care Cost Estimate

Site (status)	Surface Area	Type of Cover	Leachate Management System Components	No. of Groundwater Monitoring Wells	Surface Water Controls	In-place Volume (m ³)	Permitted Volume (m ³)
Chapman Waste Disposal Site	1.2 ha	Soil	Monitored Natural Attenuation	13	Three surface water monitoring locations	39,547	60,000
Croft Waste Disposal Site	2.5 ha	Soil	Monitored Natural Attenuation	11	Three surface water monitoring locations	36,847	141,874

TABLE 2
Chapman Waste Disposal Site
2025 Closure Cost Estimate

Item	Unit	Quantity	Unit Cost 2024 \$	Unit Cost 2025 \$	Cost 2025 \$	Expected Closure Year	Present Value Factor	Present Value Cost	Comment (source)
Closure Costs									
Final Cover and Vegetation									
Grading of Waste Cells	m ²	12,000	\$ 8.87	\$ 9.35	\$112,193	2031	1.21	\$ 135,525.73	1.2 ha landfill footprint
Levelling Layer	m ²	12,000	\$ 8.12	\$ 8.56	\$102,678	2031	1.21	\$ 124,032.38	150 mm thick sand layer
Landfill Cap and Vegetation	m ²	12,000	\$ 38.94	\$ 41.02	\$492,247	2031	1.21	\$ 594,621.15	600 mm thick low permeability cap, plus a 150 mm vegetative layer
Leachate Monitoring Facilities Completion									
Monitoring Wells	each	0	See comment					\$ -	Monitoring well network established.
Water Quality Monitoring Facilities Completion									
Monitoring Wells	each	0	See comment					\$ -	Monitoring well network established.
Other									
Roads	m	0	See comment					\$ -	Construction/maintenance costs associated with ongoing landfill operation.
Fencing/Gate	m	0	See comment					\$ -	Existing gate, assume no new fencing.
Subtotal Closure Costs					\$ 707,117.67			\$ 854,179.27	
15% Contingency					\$ 106,067.65			\$ 128,126.89	
Total Closure Costs					\$ 813,185.32			\$ 982,306.16	

TABLE 3
Chapman Waste Disposal Site
2025 Post-Closure Care Cost Estimate

Item	Unit	Quantity	Unit Cost	Cost (Annual) 2024\$	Cost (Annual) 2025 \$	Year Starting	Year Ending	PV Factor Equal Payments	PV Factor Single Payment	Present Value Cost	Comment (source)
Post-Closure Costs											
Final Cover and Vegetation Inspection and Maintenance	-	Allowance	-	\$ 3,880.91	\$ 4,088.53	2031	2056	38.63	1.21	\$ 190,764	Annual allowance based on assumed 1% of estimated capital cost for 1.2 ha cap at approximately \$300,000/ha
Roads Inspection and Maintenance	-	Allowance	-	\$ 404.80	\$ 426.46	2031	2056	38.63	1.21	\$ 19,898	Annual allowance based on assumed 5% estimated capital cost for 50 m at approximately \$150/m
Fencing/Gate Inspection/Maintenance	-	Allowance	-	-	-	-	-	-	-	-	Included in roads inspection/maintenance.
Water Quality Monitoring Facilities Inspection/Maintenance	-	Allowance	-	\$ 75.56	\$ 79.61	2031	2056	38.63	1.21	\$ 3,714	Annual allowance based on assumed 1% of estimated capital cost for replacement of 2 wells at approximately \$3,500/well
Monitoring/Reporting Program	-	Allowance	-	\$ 15,875.00	\$ 15,875.00	2031	2056	38.63	1.21	\$ 740,700	Based on costs contractually submitted by Pinchin from 2023 to 2025
Contingency (e.g. future impacts to surface water/groundwater, acquisition of additional buffer lands, etc)	-	Allowance	-	-	-	-	-	-	-	\$ 18,706	Calculated using Landfill Standards Guideline for Financial Assurance for Contingency Plans (39,547m³x 0.5931t/m³x\$0.50/t*inflation adjustment of 159.5/100)
Total Post-Closure Costs					\$ 20,469.60					\$ 973,781.30	
ESTIMATED TOTAL EXPENDITURE										\$ 973,781.30	A - Sum of discounted future closure and post-closure costs
TOTAL ESTIMATED SITE CAPACITY (M³)										60,000	B - Based on the theoretical capacity of a 1.2 ha footprint
REMAINING CAPACITY (M³)										20,453	C - Remaining capacity
CUMULATIVE CAPACITY USED (M³)										39,547	D = B - C
CAPACITY FACTOR										0.6591	E = D / B
FACTORED EXPENDITURES										\$ 641,835.49	A X E
EXPENDITURES PREVIOUSLY REALIZED										\$ 505,670.20	F
CHANGE IN LIABILITY										\$ 136,165.29	G = A X E - F

Notes:
Inflation Rate 5.35%
Discount Rate -3.10%
Base Year 2025
Closure Year 2031
Remaining Landfill Life (years) 6
Period of Post-Closure Care (years remaining) 25

Other Comments:

2025 Costs include \$15,875 monitoring and reporting
Inflation Rate and Discount Rate found at <https://www.ontario.ca/page/financial-assurance-ministry-environment-and-climate-change>

TABLE 4
Croft Waste Disposal Site
2025 Closure Cost Estimate

Item	Unit	Quantity	Unit Cost 2024 \$	Unit Cost 2025 \$	Cost 2025 \$	Expected Closure Year	Present Value Factor	Present Value Cost	Comment (source)
Closure Costs									
Final Cover and Vegetation									
Grading of Waste Cells	m ²	25,000	\$ 8.87	\$ 9.35	\$233,735	2055	0.41	\$ 96,295.60	2.5 ha landfill footprint
Levelling Layer	m ²	25,000	\$ 8.12	\$ 8.56	\$213,913	2055	0.41	\$ 88,129.19	150 mm thick sand layer
Landfill Cap and Vegetation	m ²	25,000	\$ 38.94	\$ 41.02	\$1,025,514	2055	0.41	\$ 422,498.37	600 mm thick low permeability cap, plus a 150 mm vegetative layer
Leachate Monitoring Facilities Completion									
Monitoring Wells	each	0	See comment					\$ -	Monitoring well network established.
Water Quality Monitoring Facilities Completion									
Monitoring Wells	each	0	See comment					\$ -	Monitoring well network established.
Other									
Roads	m	0	See comment					\$ -	Construction/maintenance costs associated with ongoing landfill operation.
Fencing/Gate	m	0	See comment					\$ -	Existing gate, assume no new fencing.
Subtotal Closure Costs					\$ 1,473,161.80			\$ 606,923.16	
15% Contingency					\$ 220,974.27			\$ 91,038.47	
Total Closure Costs					\$ 1,694,136.07			\$ 697,961.63	


TABLE 5
Croft Waste Disposal Site
2025 Post-Closure Care Cost Estimate

Item	Unit	Quantity	Unit Cost	Cost (Annual) 2024\$	Cost (Annual) 2025 \$	Year Starting	Year Ending	PV Factor Equal Payments	PV Factor Single Payment	Present Value Cost	Comment (source)
Post-Closure Costs											
Final Cover and Vegetation Inspection and Maintenance	-	Allowance	-	\$ 7,782.52	\$ 8,198.88	2055	2080	17.4	0.41	\$ 58,819	Annual allowance based on assumed 1% of estimated capital cost for 2.5 ha cap at approximately \$300,000/ha
Roads Inspection and Maintenance	-	Allowance	-	\$ 1,619.22	\$ 1,705.85	2055	2080	17.4	0.41	\$ 12,238	Annual allowance based on assumed 5% estimated capital cost for 200 m at approximately \$150/m
Fencing/Gate Inspection/Maintenance	-	Allowance	-	-	-	-	-	-	-	-	Included in roads inspection/maintenance.
Water Quality Monitoring Facilities Inspection/Maintenance	-	Allowance	-	\$ 75.56	\$ 79.61	2055	2080	17.4	0.41	\$ 571	Annual allowance based on assumed 1% of estimated capital cost for replacement of 2 wells at approximately \$3,500/well
Monitoring/Reporting Program	-	Allowance	-	\$ 13,575.00	\$ 13,575.00	2055	2080	17.4	0.41	\$ 97,387	Based on costs contractually submitted by Pinchin from 2023 to 2025
Contingency (e.g. future impacts to surface water/groundwater, acquisition of additional buffer lands, etc)	-	Allowance	-	-	-	-	-	-	-	\$ 17,428	Calculated using Landfill Standards Guideline for Financial Assurance for Contingency Plans (36,847 m³x 0.59311/m³x\$0.50/1*inflation adjustment of 159.5/100)
Total Post-Closure Costs					\$ 23,559.34					\$ 186,442.69	
ESTIMATED TOTAL EXPENDITURE										\$ 884,404.32	A - Sum of discounted future closure and post-closure costs
TOTAL ESTIMATED SITE CAPACITY (M³)										141,874	B - Based on the theoretical capacity associated with a 2.5 ha landfill footprint
REMAINING CAPACITY (M³)										105,028	C - Remaining capacity
CUMULATIVE CAPACITY USED (M³)										36,847	D = B - C
CAPACITY FACTOR										0.2597	E = D / B
FACTORED EXPENDITURES										\$ 229,691.16	A X E
EXPENDITURES PREVIOUSLY REALIZED										\$ 208,817.21	F
CHANGE IN LIABILITY										\$ 20,873.95	G = A X E - F

Notes:
Inflation Rate 5.35%
Discount Rate 3.00%
Base Year 2025
Closure Year 2055
Remaining Landfill Life (years) 30
Period of Post-Closure Care (years remaining) 25

Other Comments:

2025 Costs include \$13,575 monitoring and reporting
Inflation Rate and Discount Rate found at <https://www.ontario.ca/page/financial-assurance-ministry-environment-and-climate-change>

 Municipality of Magnetawan	REPORT TO COUNCIL
To:	Mayor and Council
From:	Public Works Superintendent
Date of Meeting:	May 14th 2025
Report Title:	Award of Tender 2025-01 - Gravel (A+B)

Recommendation: THAT Council receives and approves this report as presented and awards the Gravel Tender 2025-01 – Gravel (A+B) to Fowlers Construction Company Ltd.

Background:

The RFP Gravel 2025-01 Gravel (A+B) was posted on the Municipal Website for the 2025 season for the Supply and Apply of 24,550 MT of Granular A Placed and to have Stockpiled 8,000 MT of Granular A and 2000 MT of Granular B (2" minus). Roads to be "Supply/Apply" are Nelson Lake Rd, Orange Valley Rd, Spence Croft Boundary, Beaver Lake Rd, Plum Tree Rd and Wolf Lake Rd.

2 sealed envelopes were received at the Municipal Office by the closing deadline on April 29th. The Tender was opened by the Deputy Clerk Laura Brandt and the Public Works Superintendent Scott Edwards, and the following results were recorded.

Evaluation:

G Priest Services Inc.	\$761,080
Fowler Construction Company Ltd	\$698,978
Difference	\$62,102

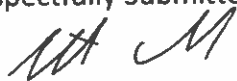
Financial Implications:

Budgeted for the 2025 season was \$759,877 which is a combined total from the budget line Gravel, Gravel Materials and Supplies \$531,914 and Contracts \$227,963

Conclusion:

The Public Works Superintendent recommends that Council award this Tender to Fowler Construction Company Ltd at their bid price given the competitive bidding and proven past work. As in previous years we have found Fowlers Construction Company Ltd to do very good work in a coordinated fashion with the Roads Department.

Respectfully Submitted,



Scott Edwards
Public Works Superintendent
Municipality of Magnetawan



REPORT TO COUNCIL

To:	Mayor and Council
From:	Public Works Superintendent Scott Edwards
Date of Meeting:	May 14th 2025
Report Title:	Award of RFP 2025-01 – Roadside Mowing

Recommendation: THAT Council receives and approves this report as presented and awards the Roadside Mowing RFP 2025-01 to Yard Boys Ltd.

Background:

The RFP Roadside Brushing 2025-01 was posted on the Municipal Website for the 2025 season for the 238 centerline kilometers which works out to 476 km both sides to be mowed. The Contractor's Equipment shall be in a good state of repair and functioning in such a way as to provide the required cut, swath and vegetation height to ensure the safety of the Traveling Public as to safe sightlines, animals coming up onto the road and overall good drainage.

Two sealed envelopes were received at the Municipal Office by the closing deadline on April 29th. The Request for Proposals were opened by the Deputy Clerk Laura Brandt and the Public Works Superintendent Scott Edwards, and the following results were recorded:

Evaluation: Proposal amount before HST:

Yard Boys Ltd	\$14,042
Calvin Johnston	<u>\$11,582</u>
Difference	\$2,460

Financial Implications:

Budgeted for the 2023 season was \$15,000 from the Line-Item Grass Mowing 1-4-3021-4010

Conclusion:

The Public Works Superintendent recommends that Council award this Request for Proposal to Yard Boys Ltd based on past services to which the Municipality's standards had been met.

Respectfully Submitted,

Scott Edwards
Public Works Superintendent
Municipality of Magnetawan



REPORT TO COUNCIL

To:	Mayor and Council
From:	Public Works Superintendent Scott Edwards
Date of Meeting:	May 14 th 2025
Report Title:	Award 2025-02 Surface Treatment (Tar & Chip)

Recommendation: THAT Council receives and approves this report as presented and moves forward with the motion to award Duncor Enterprises Inc with the Surface Treatment (Tar & Chip) Contract for the 2025 Road Construction season.

Background: This report is to update Council on the results of the 2025-02 Surface Treatment (Tar & Chip) RFP for Surface Treatment on Nipissing Rd South from South St to Roskopf Rd as well as 200m South on Kirkpatrick Rd. The key to bringing up Nipissing Rd South to a better standard is to add 2" minus to the base and build it up so it can take the heavy haul road traffic better and last longer.

Evaluation: To reduce costs the Roads Department will perform the preparation as well as compacting and grading work for Kirkpatrick Rd.

Financial Implications:

The RFP results (not including HST) are as follows:

Miller Paving Ltd	\$1,325,255
Duncor Enterprises Inc	\$1,158,418
Budgeted	\$827,000
Difference	(\$166,837)

As this Project came in over budget, I met with the lowest bidder, Duncor, to adjust the Project quantities as specified in the RFP. We were able to agree on a figure being \$905,226 with the Roads Department doing the inhouse preparation for Kirkpatrick Rd and Duncor Enterprises apply the Double Surface Treatment. Both the Contracted and inhouse work will come from the Road Construction Repair 1-4-3034-8000 Capital Projects \$827,000, Gravel under budget \$60,899 and Slurry under of \$28,728, which will coverage the overage leaving \$11,401 unused.

Conclusion: In taking into consideration the of the needs of the Municipality of Magnetawan to ensure the safety of the traveling public along Ahmic Lake Rd as well as the previous satisfaction to work performed the Public Works Superintendent recommends the Award of Tender to Duncor Enterprises Inc.

Respectfully Submitted,


Scott Edwards
Public Works Superintendent



REPORT TO COUNCIL

To:	Mayor and Council
From:	Public Works Superintendent Scott Edwards
Date of Meeting:	May 14 th 2025
Report Title:	Award RFP 2025-03 Slurry Seal Surface Treatment

Recommendation: THAT Council receives and approves this report as presented and moves forward with the motion to award Duncor Enterprises Inc with the Slurry Seal Surface Treatment Contract for the 2025 Road Construction season.

Background: This report is to update Council on the results of the 2025-03 Slurry Seal Surface Treatment RFP. Slurry Seal is used to help ensure the integrity of the Surface Treated roads by sealing out the water. Slurry Seal Surface Treatment on West Poverty Bay Rd from Magnet Rd to Old Highway Rd. Then applied to Ahmic Lake Rd between Ako Mak and Ahmic St in Ahmic Harbour,

Evaluation: The results from the RFP 2025-03 Slurry Seal Surface Treatment bid amounts from Miller Paving Ltd and Duncor Enterprises Inc are as follows:

Financial Implications: This Project in its entirety will be from the Sweeping/Crack Sealing 1-4-3032-4010 Capital Projects. The RFP results are as follows:

Miller Paving Ltd Estimated cost no HST	\$226,800
Duncor Enterprises Inc Estimated cost no HST	<u>\$160,272</u>
Difference	\$66,528
Budgeted	\$189,000

Conclusion: In taking into consideration the of the needs of the Municipality of Magnetwan to ensure the safety of the traveling public and ensuring the longevity of our roads by the Slurry Seal Surface Treatment Road repair, the Public Works Superintendent recommends the Award of Tender to Duncor Enterprises Inc given their past knowledge of the Project.

Respectfully Submitted,

Scott Edwards
Public Works Superintendent

Moved by: _____

Seconded by: _____

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the sales invoice and agreement and authorizes Staff to purchase the CAT 315-07 Excavator from Toromont CAT for \$345,348.05 plus HST.

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			

Date:	MAY 05, 2025	
Customer:	MUNICIPALITY OF MAGNETAWAN	
salesman	IVAN LACHAPELLE	
Make:	CAT	
Model:	315-07	
serial #	WKX40057	
Rental Begins:	JANUARY 29, 2025	
Rental Agreement:	F40682	
Initial Price	\$383,871	
first 6 months 100% applied; over 6 months 90% applied		Rental Invoice
Month 1	29/01/25 THRU 25/02/25	\$ 14,150.00 PAID
Month 2	26/02/25 THRU 25/03/25	\$ 14,150.00 PAID
Month 3	26/03/25 THRU 22/04/25	\$ 14,150.00 PAID
Month 4	23/04/25 THRU 20/05/25	\$ 14,150.00 INVOICED, UNPAID
Month 5		
Month 6		
Month 7		
Month 8		
Month 9		
Month 10		
Month 11		
Month 12		
Total Rental Invoices		\$ 56,600.00
Initial Price		\$383,871
Less Rental Invoices - Assuming (4) Invoices are Paid		\$ (56,600.00)
Plus Carrying Charges	at 15%	\$ 18,077.05
Plus Work Order/s - customer responsibility from Tracker		
plus tire surcharge for new units		
MB tire surcharge		
Rental Conversion Price as of May 31, 2025		\$ 345,348.05
HST @ 13%		\$ 44,895.25
Total Amount Due + taxes		\$ 390,243.30
HST REBATE		<\$38,817.12>
TOTAL		\$351,426.18

TOROMONT

SALES AGREEMENT
HEAVY EQUIPMENT

DATE: May 06, 2025

TOROMONT INDUSTRIES LTD., Walden Industrial Park - 25 Mumford Road, Lively, ON P3Y 1K9 FAX 705-692-5277

S O L D T O	BUYER	MUNICIPALITY OF MAGNETAWAN	S H I P	SAME
	STREET ADDRESS	PO BOX 70		
	PROVINCE & COUNTY	MAGNETAWAN, ONTARIO		
	POSTAL CODE	P0A 1P0	PHONE NO.	705 387 3947
	BUYER CONTACT	EQUIPMENT PRODUCT SUPPORT	SCOTT EDWARDS SCOTT EDWARDS	T O
INDUSTRY CODE		LOCAL/MUNICIPALITY GOVERNMENT(GV93)		Ex Works FREIGHT ARRANGED BY: SUDBURY BUYER

BUYER NO.	6022755	BUYER ORDER NO.		CUSTOMER HST NO.	
T E R M S	BUYER TO FUND		FINANCE OPTIONS		BUYER TO FINANCE HST
	CASH WITH ORDER		<input type="checkbox"/> CFSL <input type="checkbox"/> OTHER <input type="checkbox"/> CSC <input type="checkbox"/> LEASE		<input type="checkbox"/> YES <input type="checkbox"/> NO
			(Financing agreements with CFSL are subject to a \$600 administration fee added to the finance agreement.)		
	<input checked="" type="checkbox"/> NET PAYMENT ON RECEIPT OF INVOICE				BUYER TO INITIAL RE. PAYMENT TERMS
	<input type="checkbox"/> OTHER				
OTHER PAYMENT TERMS		QUOTE NO. 430157			

DESCRIPTION OF EQUIPMENT ORDERED/PURCHASE					
STOCK NUMBER	MT341780	YEAR	2024	MAKE	CATERPILLAR
				MODEL	315
				SERIAL NUMBER	WKX40057
315 07E HEX AM-N CFG2C	WIPER, RADIAL W/LOWER	HYDRAULIC PKG. COMB. ONE SLIDER	THUMB. HYDRAULIC	INITIAL SALE PRICE	\$383,871.00
PROD LINK, PLE643PLE743 RADIO	FILM, STICK WARNING, ISO	LINES, CYLINDER BOOM W/O BLCV	36" GENERAL DUTY DIG BUCKET	4 RENTALS BILLED & PAID	(\$58,600.00)
BLADE, 8'10"	NETWORK MANAGER, A6N1	LIGHTS, SURROUND, PREM	60" DITCH BUCKET	15% CARRYING CHARGES	\$18,077.05
CAMERA, REAR & RH VIEW	FILM, INTERIOR, ISO	LINES, HIGH PRESSURE BOOM	FAE UML/HY-100-VT MULCHER	NET CONVERSION	\$345,348.05
CYLINDER, STICK, W/O SLCV	HARNESS, CAT GRADE, 1PC BOOM	LIGHTS, BOOM RH 1P			
INSPECTION LIGHT	LASER CATCHER, 9'10" & 10'2" STK	LINES, QUICK COUPLER BOOM			
CYLINDER, BUCKET	HARNESS, GRADE, 9'10" STICK	FILM, ROPS			
DECALS, EXTERIOR, ISO	LIGHTS, BOOM LH 1P	CONTROL, BLADE			
LINKAGE, BKT 312 GRADE W/O EYE	GRADE 2D ASSIST & PAYLOAD	LIGHTS, CAB, LH, W/O 360			
BOOM, W/EOU MOUNTS	SCREEN, RADIATOR	CONTROL, QC PIN GRABBER			

YEAR	TRADE IN EQUIPMENT	SERIAL NO.	WARRANTY	As described below
			CVA	As described below
ALL TRADE-INS ARE SUBJECT TO SUCH EQUIPMENT BEING IN "AS EXPECTED CONDITION" BY VENDOR. TRADE IN EQUIPMENT DELIVERED IN EXCESS OF TWO MONTHS OR WITH MORE THAN AN ADDITIONAL 200 HOURS OF USE FROM INSPECTION WILL BE REEVALUATED FOR THE PURPOSE OF THIS AGREEMENT. BUYER CONFIRMS THAT NO ALTERATIONS HAVE BEEN MADE TO THE EMISSION SYSTEM ON THE TRADE-IN EQUIPMENT.			PROVINCIAL TIRE FEE	INCLUDED
TRADE ALLOWANCE	N/A		*TOTAL PRICE	\$345,348.05
PROVINCIAL SALES TAX (GST/PST)	N/A		*subject to change in accordance with the terms & conditions of this agreement	
FEDERAL SALES TAX (GST/HST)	N/A		PROVINCIAL SALES TAX (GST/PST) (ON TOTAL PRICE)	N/A
PAYOUT TO	AMOUNT OWING		FEDERAL SALES TAX (GST/HST) (ON TOTAL PRICE)	\$44,895.25
CUSTOMER TO PAYOUT	TOROMONT TO PAYOUT		Other	N/A
BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE			AFTER TAX BALANCE	\$390,243.30
			LESS TRADE ALLOWANCE (SEE TRADE-IN)	INCLUDED
			LESS PROVINCIAL SALES TAX (TVO/TVP) (SEE TRADE-IN)	N/A
			LESS FEDERAL SALES TAX (TPS/TVH) (SEE TRADE-IN)	N/A
			NET BALANCE DUE	\$390,243.30

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY:	SIGNATURE:	<input checked="" type="checkbox"/> CUSTOMER VALUE AGREEMENT (CVA):	SIGNATURE:
Buyer acknowledges having reviewed the warranty coverage noted below (if any) which will be subject to all conditions and exclusions included in the applicable written warranty statement (copies are available upon request). Buyer further acknowledges that scheduled oil sampling (S.O.S.) may be mandatory with the warranty and that Buyer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Except for the warranties included in writing in this Agreement, Toromont makes no warranty, express or implied, with respect to goods or services including, but not limited to, any implied warranties and conditions of fitness for a particular purpose or merchantability or quality of any implied warranties that may arise from the course of dealing between the parties. All implied warranties and conditions, whether statutory, or arising by operation of law or otherwise, are expressly disclaimed by Toromont and waived by Buyer. Warranty applicable including expiry date where necessary: 12 MONTHS COMPLETE MACHINE WARRANTY EXPIRES JAN 28, 2026 60 M/5000 HR POWERTRAIN + HYDRAULICS + TECH WARRANTY EXPIRES JAN 28, 2030 OR 5000 HOURS, WHICHEVER COMES FIRST			
CONSENT TO DATA USE AND REMOTE ACCESS TO EQUIPMENT (Buyer consents to electronic communications with Toromont, as well as the collection and use of personal and other information by Toromont in accordance with Toromont's Privacy Statement (www.toromont.com/privacy) and as released from time to time. Equipment purchased from Toromont may come pre-installed with devices which collect and transmit data to Toromont and/or Caterpillar about the equipment and its operation for purposes including diagnostics and continuous improvements. Buyer consents to the collection and use of such data and to the remote access to program and install updates and upgrades for equipment in accordance with Toromont's Privacy Statement and Caterpillar's Data Governance Statement (www.caterpillar.com/en/legal-notice/data-governance-statement) as released from time to time. Devices (which include software) may allow for remote access to the equipment for upgrades or changes (and may affect equipment operation) without further notice. Buyer may withdraw such consent by contacting Caterpillar at CatConnectedSupport@cat.com and Toromont at webmaster@toromont.com. Buyer will notify any subsequent user, owner or purchaser of the terms of this consent.			

ORDER RECEIVED BY	TOROMONT INDUSTRIES LTD Ivan Lachapelle	APPROVED AND ACCEPTED ON	BUYER
APPROVED AND ACCEPTED ON	REPRESENTATIVE	DAY OF	
TOROMONT INDUSTRIES LTD. BY		MUNICIPALITY OF MAGNETAWAN	
	BRANCH MANAGER	SIGNATURE	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

1. MASTER AGREEMENT. These General Terms and Conditions of Sale and Service ("Terms") govern the purchase of all goods (including new and used equipment, trucks, attachments, components, technology and parts) ("Goods") and services (including labour) ("Services") from Toromont Cat, a division of Toromont Industries Ltd. ("Vendor") by any individual or entity that purchases such Goods or Services from Vendor ("Buyer") in addition to the terms and conditions contained in any particular Sales Agreement, Rental Agreement with Purchase Option, Preventive Maintenance Agreement or other sale or service agreement (collectively, "Sales Agreements") signed by Vendor in respect of the purchase of such Goods and Services (the Sales Agreements and these Terms are collectively referred to herein as the "Agreement"). Buyer's execution of the Sales Agreement constitutes an irrevocable binding offer to purchase subject to these Terms but will not be binding upon Vendor until its approval and execution by a duly authorized manager or executive officer of Vendor. Buyer's placing of an order with Vendor or receipt or acceptance of Goods or Services constitutes its acceptance of the Agreement exactly as written. Vendor disclaims the terms and conditions of any purchase order or other document previously or hereafter submitted by Buyer with respect to Goods or Services unless such document is signed by an executive officer of Vendor. Vendor's waiver of any breach will not constitute a waiver of any different or subsequent breach. If any provision of the Agreement is held to be illegal or unenforceable, its remaining provisions remain in full force and effect. No course of dealings alters the Agreement. No modification to the Agreement is binding on Vendor unless in writing and executed by an executive officer of Vendor. The Agreement represents the entire agreement with respect to Goods and Services and is binding upon the parties hereto, their respective heirs, successors and permitted assigns. The Agreement is governed by the laws of the province of Ontario ("Province") and the federal laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the courts located in Toronto, Ontario ("Forum"), excluding conflict of laws principles (provided that if the Goods or Services pertaining to the dispute were purchased in the province of Quebec, then the "Province" is Quebec and the "Forum" is Montreal, Quebec).

2. ORDERS; DELIVERY; CHANGES; INTEREST. All orders for Goods and Services are subject to credit approval and final acceptance by Vendor in its sole discretion. Buyer has no right to cancel purchase orders for Goods once issued to Vendor. Vendor has no liability whatsoever in connection with this Agreement for any delay in delivery of Goods or performance of Services caused by fires, strikes or other labour disputes, floods, accidents, mechanical breakdowns, the production schedules of manufacturers, or other causes beyond Vendor's control ("Excusable Delay"). An Excusable Delay will not operate to rescind the Agreement or abridge or give rise to any rights to Buyer not specifically provided for herein. Vendor has the right to make, at any time, such changes in detail or design, construction, arrangement or equipment as may, in its opinion, constitute an improvement or equivalent over that ordered, provided the purchase price will not thereby be increased. All pricing quoted by Vendor is subject to change without notice. In the event that any payment due hereunder is late, Buyer will pay interest at the rate of 2% per month compounded monthly for an effective annual interest rate of 27.8% ("Interest Rate").

3. RISK; TITLE; DEFAULT; SECURITY. Risk transfers to Buyer upon shipment of the Goods from Vendor's facility. Vendor may insure the Goods for its own and Buyer's interest at Buyer's cost. The title to Goods, free and clear of all liens, hypothecs, claims and encumbrances of any kind ("Liens"), vests in Buyer upon full payment of the purchase price and all other amounts due under the Agreement. Until receipt of full payment or upon the occurrence of an Event of Default, Vendor may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; (d) withhold Goods, completed Services or scheduled Services or terminate Services (without being liable to Buyer for any losses so caused); and/or (e) inspect the Goods and, if in its opinion (either before or after repossession) the Goods are not in good order and repair, Vendor may have the Goods repaired and the cost thereof will be an Additional Charge. Buyer is entitled to possession of the Goods until: (i) its default in making any payment due under the Agreement, (ii) its breach of the Agreement, (iii) a proceeding in bankruptcy, receivership, winding-up or insolvency is instituted or threatened by or against Buyer or its property, (iv) any execution, attachment or other writ is levied on any of Buyer's property, (v) any Good is or is in danger of being confiscated, misused or insecure, (each an "Event of Default"). Upon an Event of Default all amounts due and remaining unpaid under the Agreement and all other agreements between Vendor and Buyer, at the election of Vendor (notice of election is waived by Buyer), will be immediately due and payable, subject to unearned interest rebate. In addition, Vendor has the right without waiver of its other rights and remedies and without judicial process or any notice to Buyer to enter upon Buyer's premises, repossess the Goods or any part thereof wherever found, sell the same either by private sale or public auction, (without notice or advertisement to any person, firm or corporation), without becoming liable to Buyer for any damages whatsoever by reason of such repossession or reselling. All costs incurred by Vendor in repossession, removal, repairing and reselling (including legal and other third party expenses) will be added to Vendor's claim (collectively, "Repossession Costs"). The proceeds of any such sale will be applied on the amounts payable hereunder. Any surplus balance will be returned to Buyer and Buyer will pay any deficiency forthwith to Vendor. Vendor takes and reserves a security interest in the Goods and Buyer grants Vendor a purchase money security interest in all of its right, title and interest in the Goods as security for the payment of the purchase price thereof and other amounts due hereunder. Buyer will, at its expense, promptly execute, acknowledge and deliver all such instruments and take all such action as Vendor may reasonably request in order to ensure to Vendor the benefits of the security interest and/or ownership interest in the Goods intended to be created by this Agreement. Buyer authorizes Vendor to register or publish such financing statements or other instruments, as Vendor may determine appropriate to perfect and maintain its interest in the Goods. In addition to securing payment of the purchase price of Goods and Services and all Additional Charges (hereinafter defined), any advance payment, deposit or down payment ("Deposit") is a guarantee by Buyer of the full and complete performance of all of Buyer's obligations hereunder and in the event of any breach by Buyer thereof, the Deposit will be entirely forfeited and non-refundable without proof of damages and may be credited against the price of Goods and Services and/or Additional Charges without prejudice to or waiver of any of Vendor's other rights or remedies. The taking or renewal of any promissory note by Vendor in respect of indebtedness secured hereunder is collateral security only, and will not in any way operate as a merger, payment, alteration or postponement of such indebtedness, and will not otherwise affect terms of payment hereunder. Vendor may set-off monies it owes Buyer against any monies Buyer owes to Vendor.

4. BUYER OBLIGATIONS. Buyer will pay the purchase price of Goods and Services and all Additional Charges to Vendor when due. Unless otherwise specifically agreed by Vendor in writing, if Buyer does not have an open credit account with Vendor, payment of the purchase price is due upon delivery of the Goods or completion of Services. Unless otherwise specifically agreed by Vendor in writing, Additional Charges are payable forthwith on demand. "Additional Charges" means all sums of money, other than the purchase price of Goods and Services, payable by Buyer in connection with this Agreement including, without limitation, interest, insurance premiums, storage, additional Goods or Services not included in the original purchase price (in accordance with Vendor's prevailing rates), travel, mileage and related expenses, Buyer's third party payment processing, fleet management or other similar service fees charged to Vendor, costs to register or discharge Liens, Repossession Costs and all

other collection costs, internal and external legal costs, and all other expenses, damages, claims, liability, losses, lost profits, penalties, or fines incurred by the Vendor in connection with this Agreement. In the event Vendor is required to provide information or personnel in a witness or expert capacity (e.g. third party or insurance claims purposes) in connection with any Service or Good or the Agreement, Buyer will pay Vendor for all time (including travel), labour (at then current rates), materials and other expenses in relation thereto plus a 15% administrative fee. Until all amounts due hereunder are fully paid, Buyer will not sell or agree to sell, mortgage, charge or dispose of, or intentionally injure or abandon the Goods, remove or alter any name plate or insignia of Vendor on the Goods, nor remove the Goods from the province in which the Goods are initially used b Buyer without Vendor's prior written consent and will keep the same in good repair and working order. Buyer will be liable for storage costs of \$300.00 CAD per day following notification for pick up (subject to two business days' grace period). Vendor may sell Buyer's equipment in accordance with applicable law if such equipment remains in Vendor's possession.

5. TAXES. Buyer shall pay all taxes applicable to Goods and Services provided by Vendor hereunder. Where Buyer claims to be exempt from sales tax with respect to any Goods or Services, if it is later determined by Vendor that such Goods or Services are not so exempt, Buyer will pay forthwith on demand by Vendor the amount of such sales tax.

6. WARRANTY. Vendor will assign to Buyer the manufacturer's warranty applicable to new Goods to the extent permitted by the terms of such warranty and subject to all conditions and exclusions set forth therein (copies are available upon request). Services (if any) supplied by Vendor are covered by Vendor's then-current standard service warranty subject to all conditions and exclusions included in the applicable written warranty statement (copies are available upon request). If an extended product or service warranty is supplied by Vendor at the time of sale as indicated in writing in the Agreement signed by Vendor, such warranty, if any, will be subject to all conditions and exclusions included in the applicable written warranty statement (copies are available upon request). Used Goods are sold as is where is with no warranty except the warranties, if any, expressly set forth in the Agreement signed by Vendor in respect of such Goods subject to all conditions and exclusions included in the applicable written warranty statement (copies are available upon request). NONE OF THE FOREGOING WARRANTIES APPLY AND VENDOR MAKES NO WARRANTY WHATSOEVER RELATED TO FIRE SUPPRESSION SYSTEMS OR THE RECOMMENDATION, INSTALLATION, REMOVAL, MAINTENANCE OR SERVICING OF SAME. EXCEPT FOR THE FOREGOING WARRANTIES, VENDOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO GOODS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR QUALITY OR ANY IMPLIED WARRANTIES THAT MAY ARISE FROM THE COURSE OF DEALING BETWEEN THE PARTIES. ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY, OR ARISING BY OPERATION OF LAW OR OTHERWISE, ARE EXPRESSLY DISCLAIMED BY VENDOR AND WAIVED BY BUYER.

7. PRIVACY; TELEMATICS. Goods may be equipped with a telematics system, device and/or software such as Product Link ("Telematics System"). In such event, data concerning a Good, its condition, and its operation is being transmitted by the Telematics System to Caterpillar Inc. and/or its affiliates ("Caterpillar"), and/or its dealers (including Vendor) to better serve Buyer and to improve upon products and services. Information transmitted may include: machine serial number, machine location, and operational data, including, but not limited to, fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. The Telematics System may allow for remote access to Goods for upgrades or changes (and may affect operation) without further notice. Buyer consents to the collection of personal information and telematics data by Caterpillar and its dealers (including Vendor), and to the use, retention, and disclosure of such information and data and authorizes Caterpillar and its dealers (including Vendor) to remotely access, program and install updates and upgrades for Goods, the whole in accordance with Caterpillar's Data Governance Statement (www.caterpillar.com/en/legal-notices/data-governance-statement) and Vendor's Privacy Statement (www.toromont.com/policy.asp), as revised from time to time. Buyer may withdraw such consent by contacting Caterpillar at CatConnectSupport@cat.com and Vendor at webmaster@toromont.com. Buyer will notify any subsequent user, owner or purchaser of the terms of this consent.

8. LIMITATION OF LIABILITY. Notwithstanding anything contained in in the Agreement or elsewhere: (i) In no event will Vendor, its divisions, subsidiaries and affiliates and each of their respective employees, agents, officers and directors be liable for any aggravated indirect, consequential, punitive or special damages, loss of profits or anticipated profits, loss of revenue or anticipated revenue, loss of use of property or equipment, downtime, loss of third party contracts or loss of production, howsoever arising, whether based in contract, warranty, negligence, tort, strict liability or any other theory of law or equity, regardless of whether or not the concerned party was advised of the possibility of such damages; (ii) The aggregate liability of Vendor, its divisions, subsidiaries and affiliates and their respective employees, agents, officers and directors, if any, under or pursuant to the Agreement is limited to the amounts paid by Buyer to Vendor for Goods or Services to which the liability relates; and (iii) Any and all claims arising out of or relating to the Goods, Services or this Agreement will be barred unless a legal proceeding is commenced within one (1) year of delivery of the Goods to Buyer or completion of the Services related to the liability.

9. TRADE-INS. Buyer warrants that any equipment or goods taken in trade by Vendor are free and clear of any encumbrances, and all Federal and Provincial sales tax and other taxes have been paid on such equipment.

10. EXPORT COMPLIANCE. Goods supplied hereunder may be subject to laws governing the export of goods and technology from Canada and the United States. If Goods are to be exported from Canada, Vendor's performance of its obligations hereunder is subject to Buyer obtaining the necessary approvals, licenses and permits under Canadian and/or American law. Buyer will not ship or divert any of the Goods or any technical information relating thereto, to any country outside Canada in violation of Canadian and/or American export laws. Buyer will supply Vendor with all information required by Vendor to comply with all Canadian and American Export Administration Regulations and International Traffic in Arms regulations. Responsibility to comply with such legislation transfers to Buyer for any transfer by it of the Goods.

11. LANGUAGE. The parties expressly declare that they require this Agreement, and all documents and notices relating thereto, to be drafted and written solely in the English language. Les parties déclarent expressément qu'elles exigent que ce contrat, ainsi que tous les documents et avis s'y rapportant, soient rédigés et écrits exclusivement en anglais.

TOROMONT (INITIAL)

BUYER (INITIAL)

CUSTOMER VALUE AGREEMENT (CVA) FOR PREVENTIVE MAINTENANCE

1. **MASTER AGREEMENT.** If PM Services are purchased by Buyer with a Machine (hereinafter defined), in addition to the General Terms and Conditions of Sale and Service ("Terms") attached hereto and incorporated herein by reference (including, without limitation, the provisions pertaining to warranty and liability therein), the terms and conditions contained in the Sales Agreement(s) signed by Vendor in respect of such PM Services and in this Customer Value Agreement for Preventive Maintenance (together, the "PM Agreement") govern the provision of PM Services by Vendor to Buyer. The Terms and the PM Agreement are collectively referred to in this PM Agreement as the "Agreement". Any capitalized terms not defined in this PM Agreement have the meaning attributed to them in the Terms.

2. **DEFINITIONS; INTERPRETATION.** In this PM Agreement, these words and expressions have the following meanings except where the context otherwise requires: "Contract Expiry Date" means, with respect to each particular Machine, the termination date or termination hour (whichever occurs first) of the PM Agreement for that Machine based on the applicable Sales Agreement. "Contract Start Date" means, with respect to each particular Machine, the date of Vendor's invoice for the purchase of that Machine. "Machine(s)" means machines for which Vendor will provide PM Services pursuant to the PM Agreement. "O & M Manual(s)" means the original equipment manufacturer's operation and maintenance manual for a particular Machine. "PM Services" means the preventive maintenance services purchased by Buyer for a Machine as expressly set out in the PM Agreement. "Site Location" means the premises where the PM Services are to be provided with respect to a Machine. "Start Hour" means, with respect to each particular Machine, the start hour noted in the Sales Agreement or, when the start hour is unknown, the first Product Link hour meter reading as reported through Vision Link for said Machine on the Contract Start Date; for e.g. if the PM Agreement is set to expire at 24 months or 2000 hours (whichever occurs first), Vendor starts counting that 2000 hours at the "Start Hour".

3. **TERM; SERVICES.** The PM Agreement for each Machine will commence on the Contract Start Date and will be in force until the Contract Expiry Date ("Contract Term"). Vendor will provide PM Services for the duration of the Contract Term unless the PM Agreement is sooner terminated in accordance with the terms of the Agreement. Installation of a Telematics System on the Machine and Buyer's consent to the collection, use, retention, and disclosure of personal information and telematics data by Caterpillar and its dealers (including Vendor) in accordance with the Terms are required for the provision of PM Services. Unless otherwise specifically agreed by Vendor in writing, the purchase price for PM Services is due upon Buyer's execution or deemed acceptance of the Agreement (whichever occurs first)

4. **ASSIGNMENT.** Buyer may not assign or otherwise transfer any of its interest, rights or obligations under the PM Agreement (except by reason of death if Buyer is an individual), unless such assignment is effected by (a) a written instrument in form and substance acceptable to Vendor, stating that the assignee/transferee accepts, assumes and adopts all of the terms, obligations and provisions of this PM Agreement, as the same may have been amended; and (b) Vendor's consent to such assignment of transfer signed by Vendor's authorized representative(s), which consent may be withheld by Vendor at its sole discretion. In the event of assignment or transfer in accordance with this PM Agreement, Buyer agrees to pay an assignment fee of \$500.00 or Vendor's actual costs, whichever is greater, as an Additional Charge. Vendor may assign or transfer all or part of the PM Agreement without the consent of Buyer.


5. **BUYER OBLIGATIONS.** Buyer is responsible for all repairs to and maintenance of the Machine that are not part of the applicable PM Services, including, without limitation, all of the following: (a) Buyer shall release Machines from all operational demands when so requested to do so by Vendor in order for Vendor to perform the PM Services. Buyer shall ensure that Vendor's personnel have reasonable and safe access to the Machines for the purpose of providing the PM Services. Buyer shall also ensure that such access conforms to any specifications issued by Vendor from time to time. (b) Buyer will notify Vendor if any Machine is to be operated in a location or for an application other than the Site Location or as indicated by Buyer in writing at the time of purchase of the PM Services. In the event a Machine is transferred to or operated in a location different from the Site Location or used for an application other than as indicated by Buyer in writing at the time of purchase of PM Services, Additional Charges may apply. (c) The electronic control module or service meter on the Machine will be used to determine operating hours. Buyer will take reasonable precautions to ensure that no person will alter or tamper with the hourly service meter installed on the Machine. Buyer must notify Vendor immediately in the event of a service meter failure and make the Machine available for the installation of a new service meter. In the event that due to an hour meter failure there is disagreement over the number of hours accumulated in a given month, then the average usage of the preceding two (2) months of operation will be used for the month in question. (d) Buyer will ensure that the Machine is operated by properly trained and qualified operators, only within the manufacturer's recommendations, rated capacity and in accordance with the applicable O & M Manual. (e) Buyer will exercise reasonable care in the operation and storage of the Machine in accordance with the O & M Manual. (f) Buyer will perform external cleaning and removal of excessive dirt from the Machine, including, without limitation, the radiator, belly pan(s), engine enclosure(s), all guards, undercarriage and final drives. (g) Buyer will provide additional air filters (engine and cab) as required. (h) Buyer will provide and add daily make-up fluids and refills in between PM Services (fuel, oil, coolant, grease) using fuel and lubricants that meet manufacturer specifications as outlined in the O & M Manual. (i) Buyer will perform all preceding and in-between preventive maintenance items as outlined in the applicable O & Manual or best practice for non-Caterpillar Machines. (j) Buyer will be responsible for repairs to and maintenance of the fire suppression system, auto lube greasing system and product tracking device. (k) Buyer is responsible for top-up fluids, auto grease refill, oils and grease for optional equipment and attachments. (l) Buyer is responsible for travel, mileage and related expenses unless otherwise agreed by Vendor in writing. (m) If any Machine is sold or otherwise transferred by Buyer to a person or entity, Buyer shall promptly notify Vendor in writing of such sale or transfer. Buyer shall comply with the assignment provisions in the PM Agreement. (n) Buyer will comply with all applicable federal, provincial and local safety standards at the Site Location(s) and all of its sites where the Vendor's employees, subcontractors or agents will be attending for the purposes of performing the PM Services pursuant to this PM Agreement.

6. **VENDOR OBLIGATIONS.** Vendor is solely responsible for the PM Services described below, as applicable, based on the Sales Agreement signed by Vendor in respect of PM Services purchased by Buyer for a particular Machine:

Included PM Services (✓)	L1 C	L1 CM	L3 DIM	L3 D4M
Provide & install Product Link hardware & Telematics subscription with daily updates.	✓	✓	✓	✓
Provide & maintain Product Link hardware that will upload machine info into Toromont database.		✓	✓	✓
Access to Technical Communicator (TC) hotline.		✓	✓	✓
Supply customer with a monthly fleet report.		✓	✓	✓
Perform scheduled oil and coolant interpretation; Buyer will have access to interpretations sampled by Buyer/Vendor.		✓	✓	✓
Provide a Condition Monitoring Analyst to remotely monitor the information available on registered equipment & provide guidance on machine health.		✓		
Perform annual TA1 and provide customer with a written report. These inspections are intended to identify and report readily observable Machine conditions of deficiencies which can affect the Machine's performance and result in unscheduled downtime repairs.		✓	✓	✓
SOS Subscription (15 samples/machine/year).		✓		
*Supply Buyer with parts kits and SOS at specified intervals for PM Services as outlined in the applicable Sales Agreement in accordance with the O & M Manual. *Parts from L3 DIM PM Parts Kits are not eligible for return/refund.		✓		
Shipping charges will be COD to Buyer's shop address, unless otherwise specified in the Sales Agreement.		✓		
Perform Scheduled Oil Sampling (SOS) and coolant sampling on all components at intervals specified in the applicable Sales Agreement and provide the Buyer with a copy of the analysis.				✓
Provide labor, bulk fluids and required parts for PM Services as outlined in the Sales Agreement and the applicable O & M Manual.				✓
Maintain service records for all PM Services completed by Vendor with copies available to Buyer upon request.				✓
Properly dispose of used oil and filters generated by Vendor PM Services.				✓

TOROMONT (INITIAL) _____

BUYER (INITIAL) _____

 <p>Municipality of Magnetawan</p>	<h2>REPORT TO COUNCIL</h2>
To:	Mayor and Council
From:	Parks & Maintenance Manager Steve Robinson
Date of Meeting:	May 14, 2025
Report Title:	Replacement of 2010 John Deere Tractor

Recommendation: THAT Council receives and approves this report as presented and accepts the quotation from Tracks + Wheels Equipment Brokers for a Kubota Open Station 34 HP Tractor in the amount of \$42,403 plus HST.

Background: The Parks Department has asked for quotations for a tractor which would be able to support a ‘zamboni attachment’ to better be able to manage our rink. The current Zamboni is too large and is still in good saleable condition. This tractor would also be used for moving sand and gravel. Further, the addition of this tractor would enable us to run more than one work site.

Three quotations were received:

Evaluation:

	Model	Country of Origin	Price
Tracks and Wheels – North Bay	Kubota	Japan	\$42,403 + HST
McLaren Equipment – Phelpston	John Deere	United States	\$50,900 + HST
Beard’s Farm Supply - Coldwater	Kioti	South Korea	\$42,500 + HST

Financial Implications:

\$50,000 was allocated under capital expenditures in the 2025 Budget

Conclusion:

The Parks & Maintenance Manager recommends that Council awards this tender to Tracks and Wheels at their bid price of \$42,403+ HST.

Respectfully Submitted,

Steve Robinson
Parks & Maintenance Manager

2024 \$1260-

RESOLUTION NO. 2025 –

MAY 14, 2025

Moved by: _____

Seconded by: _____

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, which is \$1,300 plus HST for 2025 and directs Staff to include this amount in the budget.

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			

Moved by: _____

Seconded by: _____

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan authorizes the Mayor and Clerk to revise the Council meeting dates due to conflicts as follows:

- Remove August 6th and 27th -Add August 13th

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			

2024 \$500

RESOLUTION NO. 2025 –

MAY 14, 2025

Moved by: _____

Seconded by: _____

WHEREAS Council is appreciative of the good work and inclusive messaging that the Almaguin Pride Network provides to our residents and neighbouring communities;

AND WHEREAS the Council of the Municipality of Magnetawan receives the correspondence Almaguin Pride Request Raising of the Pride Flag 2025;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan will join communities across Canada in celebrating Pride Month in June by once again displaying the pride flag on our digital signs, community centres and post messaging on Municipal Social Media Platforms as in previous years;

AND FURTHER THAT Council approves a donation in the amount of \$500.

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			



Dear Magnetawan Council,

On behalf of Almaguin Pride, I am writing to thank the Municipality of Magnetawan for raising the Pride Flag last year, and to respectfully request that you do so again for 2025.

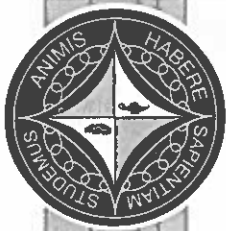
Almaguin Pride's mission is to foster representation, acceptance, and connection within the LGBTQ+ community and its allies. Raising the Pride Flag is a powerful step towards enhancing community support. Pride Month is meant not only to help every member of our communities feel safe and accepted, but also to highlight the ongoing struggle for LGBTQ+ rights. As you may be aware, the Pride Flag flew on Parliament Hill for the first time in 2016. The flag has been raised on the Hill at the start of June ever since.

For a little background, Pride is typically celebrated in the summer months to commemorate the Stonewall Riots which took place in New York City in June 1969 when community members successfully fought back against police raids. Canada's own Stonewall took place in 1981 when 3,000 citizens took to the streets in protest of police raids of queer spaces. The Queer community has seen advancement since then, with the consecration of our rights in the 1985 Charter as well as the 2004 law which allowed for same-sex marriage in Canada. Further legislation passed in 2017 to enshrine the protection of gender diverse individuals, and in 2021 Canada banned conversion therapies.

We are delighted that the Municipality of Magnetawan joined communities across Canada in celebrating Pride Month last year, and hope that you will do again in 2025. Please let us know if we can provide a representative for the flag raising.

Thank you for your consideration.

Best regards,
Karen Hoffman
Volunteer
Almaguin Pride



Almaguin Highlands Secondary School

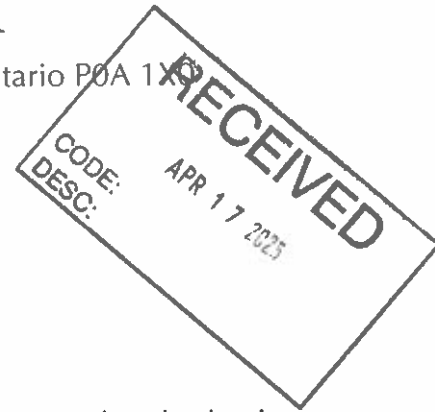
21 Mountainview Road, P.O. Box 250, South River, Ontario P0A 1X0

Tel: 705-472-5563 • Fax: 705-386-0004

April 9, 2025

Municipality of Magnetawan
Box 70
Magnetawan, ON
P0A 1P0

2024 \$500
2023 \$100
2022 \$100



Every year, many individuals and area businesses generously support our community school and students by contributing to the Graduation Awards Program.

Almaguin Highlands Secondary School students and staff have always appreciated this very generous support. It has enabled us to recognize and to reward the outstanding achievements and successes of our students through the presentation of well-earned awards.

We are reaching out at this time to ask whether you are able to support, or continue to support our students this year by making a contribution towards our Graduation Awards Program. The names of donors will be acknowledged in our Graduation Program and an income tax receipt will be issued.

We now have the ability to accept donations online. Below is a link that allows you to donate via credit card or google pay. You do not need a KEV account (you can move forward as a guest). If you do happen to have a KEV account, and a student in Almaguin, there is now a "make a donation" tab, where you can select Almaguin and NNDSB Graduation 2025.

Our school link is:

<https://nearnorth.schoolcashionline.com/Fee/Details/24913/75/false/true?school=581&initiative=8>

QR code:



You will automatically receive a tax receipt in your email once you have completed the process.

This year our Graduation exercises are scheduled for the evening of Wednesday June 25, 2025 at 7:00 p.m. We welcome donors to join us at 6:15 p.m. to present the award to the recipient and have a photo taken.

If you can make a contribution towards our Graduation Awards Program, we would be pleased to hear from you by June 1, 2025, please email lisa.ferrante@nearnorthschools.ca If you wish to drop off the award at the main office or you can mail it to the school. Thank you for your interest and support of our program, as well as your help in recognizing the excellence of our students.

Sincerely

Heather Hickey
Principal

Women's Own Resource Centre

The Municipality of Magnetawan

April 28th, 2025

Dear Mayor and Council,

I am writing to you on behalf of the Women's Own Resource Centre (WORC), which is a non-profit, registered charitable organization. We provide information, referral and support to women, girls and families of the Almaguin Highlands to assist them in working toward their economic goals. Our Rural Outreach Program Endeavour (ROPE) provides workshops in self-employment, networking, mentoring and life skills.

The Women's Own Resource Centre was established in 2000, is centrally located in the Almaguin Highlands district and has been successfully helping women and their families for over twenty years. We serve a rural population of approximately 30,000 permanent residents that include many working poor families that are unable to qualify for current forms of government assistance and services. WORC serves northern, low-income, rural women who may have experienced violence or abuse in their lives. Many of these women have poor self esteem, few assets and limited family support. These women face numerous barriers which are worsened by their isolation and increased financial cost of basic social inclusion. The support of WORC is essential in working with them on a plan for recovery and growth.

The Rural Outreach Program Endeavor encompasses workshops which are offered free of charge with financial support being available for transportation and childcare costs to increase accessibility and remove as many barriers as possible. In addition to supporting women in creating sustainable livelihoods through achieving economic independence, WORC provides business services, business plan assistance, one to one consultations, information sharing, support, referrals, resources and hosts a large donation network.

From April 1st, 2024 to March 31st, 2025, our Centre recorded 3,320 drop-ins, 872 phone calls, 2,968 emails and 94 one to one consultations for business development, personal and crisis calls throughout the year. 594 individual clients had direct engagement with one of our programs throughout the year. Our Entrepreneurial Skills Training workshop supported 16 women in 2024/25 through the process of starting a small business with 12 of these women launching businesses throughout the Almaguin Highlands and an additional 3 hoping to launch within the next year. Our Life Skills Training workshop supported 22 women in 2024/25 and 237 individual women participated in local Resource & Business Network Luncheons. WORC responded to 15 crisis calls which includes 8 in regards to violence against women. 1,356 interactions with our donation network this past year which encompasses both donation pickups and dropoffs – the Donation Network continues to be a growing resource in the Almaguin Highlands for those struggling to afford the basic necessities of life. We keep a dedicated room at our office for donated items which includes clothing, linens, household items, shoes, boots, winter jackets, hygiene products and more which anyone can access at anytime with no requirement to prove eligibility.

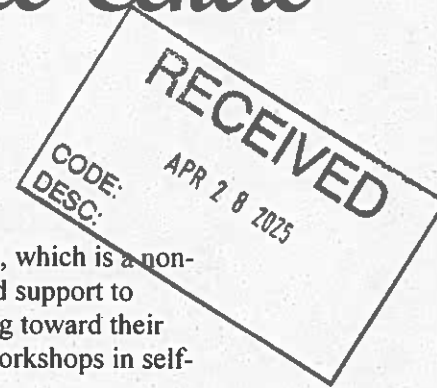
In addition to core programming, WORC partnered with local organizations including ACED, AHCC, NECO, The Labour Market Group and others to organize and host the RED Gala in October of 2024. WORC also organized and hosted our third annual International Women's Day Celebration on Saturday March 8th, 2025. The event was sold out with 125 women attending from across Almaguin. We carried forward our program to support Almaguin children in going back to school – we were able to sponsor 64 local children with backpacks, lunch kits, running shoes and

105 Ottawa Ave., Box 155, South River, ON P0A 1X0

Phone: (705) 386-9672 Toll Free: 1-888-640-8668

Fax: (705) 386-7111 Email: info@womensownresource.org

www.womensownresource.org



Women's Own Resource Centre

school supplies to help foster a successful start to the new school year. WORC was also able to support 19 families from across the region for our annual Christmas Sponsorship Program with grocery gift cards and toys for children. These sponsorships were made possible through fundraising initiatives at our office along with support from individuals in the community.

In 2023, WORC received a grant from the Ontario Trillium Foundation to launch a Travelling Community Kitchen Program in response to the increasing struggle we are seeing across the region with food insecurity due to the increase in the price of living. The program has focused on creating affordable homemade meals, budgeting, kitchen skills and reducing social isolation by helping participants to foster connections in their communities. This two-year program has been hugely successful with over 600 people participating over the course of 24 full day workshops. This Travelling Community Kitchen Program visited municipalities across the Almaguin Highlands including Powassan, South River, Sundridge, Burk's Falls, Emsdale, Whitestone, Magnetawan and Kearney – every round has had full registration with a waiting list. Two special sessions were also held in partnership with Almaguin Highlands Secondary School to bring these essential skills to Almaguin youth. Over the course of the two-year funded program, we were able to support over 10,000 meals being made in the workshops going to local families and community members in need.

WORC's services continue to be needed in our region, as indicated by engagement numbers, to foster growth and ensure that the most vulnerable are not left without the supports they need to build sustainable livelihoods. As always, we will continue to be there for the residents of the Almaguin Highlands and are continually striving to address needs and create programming that helps to build the resiliency of women and their families in the Almaguin Highlands. These free workshops and programs are helping to create valuable community connections and ease some of the social isolation that is often felt heavily in rural regions such as the Almaguin Highlands.

In order to continue to offer these free programs and supports, the Women's Own Resource Centre is dependent upon funding from several sources. Donations help to ensure that we can continue to make important services and supports available to the women and families of the Almaguin Highlands. Donations also help us to provide outreach to those clients who are made increasingly vulnerable by their severe isolation due to the sheer size of our region.

We are asking for support from each municipality in the amount of .50 cents per capita to support new and continuing initiatives in 2025/26. We thank those who have supported us in the past and look forward to new working relationships and opportunities. Should you wish WORC to make a presentation to your council to discuss upcoming projects, or if you have any questions, please call 705-386-9672 or email jessica@womensownresource.org

We thank you for your time and consideration in this matter and we look forward to continuing our efforts to help women and their families in the Almaguin Highlands thrive.



Jessica Busch
Program Manager

105 Ottawa Ave., Box 155, South River, ON P0A 1X0

Phone: (705) 386-9672 Toll Free: 1-888-640-8668

Fax: (705) 386-7111 Email: info@womensownresource.org

www.womensownresource.org

A meeting of the Board of Health for the North Bay Parry Sound District Health Unit was held on Wednesday, February 26, 2025, via teleconference. The meeting was open to the public and live streaming of the proceedings was provided for the media and public through a link on the Health Unit's website.

PRESENT:

Nipissing District:

Central Appointee

Central Appointee

Central Appointee

Eastern Appointee

Western Appointee – Nipissing District

Sara Inch

Maurice Switzer

Dave Wolfe

Rick Champagne (*Chairperson*)

Jamie Restoule

Parry Sound District:

Northeastern Appointee

Public Appointees:

Blair Flowers

Tim Sheppard

Catherine Still

REGRETS:

Central Appointee

Central Appointee

Southeastern Appointee

Western Appointee

Karen Cook

Jamie Lowery (*Vice-Chairperson*)

Marianne Stickland

Jamie McGarvey

ALSO IN ATTENDANCE:

Medical Officer of Health/Executive Officer

Executive Assistant, Executive Director's Office

Dr. Carol Zimbalatti

Christine Neily

Recorder

Executive Assistant, Office of the Medical Officer of Health Ashley Lecappelain

1.0 CALL TO ORDER

The Board of Health members joined the meeting in person from the Nipissing Room at 345 Oak Street West, North Bay, Ontario, and virtually via Teams video conference.

Rick Champagne, Board of Health Chairperson called the Board of Health meeting to order at 5:36 p.m.

2.0 APPROVAL OF AGENDA

The agenda for the February 26, 2025, Board of Health meeting was reviewed, and the following motion was read:

Board of Health Resolution #BOH/2025/02/01 *Sheppard/Inch

Be It Resolved, that the Board of Health Agenda, dated February 26, 2025, be approved.

The recorded vote was as follows:

RECORDED VOTE FOR CIRCULATION: Yes / No (Please circle one)

Name:	For:	Against:	Abstain:	Name:	For:	Against:	Abstain:
Rick Champagne	X			Jamie Restoule	X		
Karen Cook	R			Tim Sheppard	X		
Blair Flowers	X			Marianne Stickland	R		
Sara Inch	X			Catherine Still	X		
Jamie Lowery	A			Maurice Switzer	X		
Jamie McGarvey	R			Dave Wolfe	X		

"Carried"

3.0 CONFLICT OF INTEREST DECLARATION

There were no conflicts of interest declared.

4.0 APPROVAL OF PREVIOUS MINUTES

4.1 Board of Health Minutes – January 22, 2025

The minutes from the Board of Health meeting held on January 22, 2025, were reviewed and the following motion was read:

Board of Health Resolution #BOH/2025/02/02 *Wolfe/Restoule

Be It Resolved, that the minutes from the Board of Health meeting held on January 22, 2025, be approved as presented.

The recorded vote was as follows:

RECORDED VOTE FOR CIRCULATION: Yes / No (Please circle one)

Name:	For:	Against:	Abstain:	Name:	For:	Against:	Abstain:
Rick Champagne	X			Jamie Restoule	X		
Karen Cook	R			Tim Sheppard	X		

Blair Flowers	X	Marianne Stickland	R
Sara Inch	X	Catherine Still	X
Jamie Lowery	A	Maurice Switzer	X
Jamie McGarvey	R	Dave Wolfe	X

"Carried"

5.0 DATE OF THE NEXT MEETING

Date: April 23, 2025

Time: to be determined

Place: to be determined

6.0 BUSINESS ARISING

There was no discussion under Business Arising.

7.0 REPORT OF MEDICAL OFFICER OF HEALTH

The Report of the Medical Officer of Health dated February 26, 2025, was presented to the Board of Health for information purposes.

Questions and comments were received and addressed.

8.0 BOARD COMMITTEE REPORTS

8.1 Finance and Property Committee

A Finance and Property Committee meeting was held prior to the Board of Health meeting. The following motion was read:

Board of Health Resolution #BOH/2025/02/03 *Wolfe/Inch

Whereas, the Health Unit has received one-time funding for the Infection Prevention and Control Hub (IPAC Hub) for congregate settings since 2020, and

Whereas, the Ministry of Health, issued a transfer payment agreement on November 27, 2024, outlining program requirements and base and one-time funding for at least the next five years, and

Whereas, this additional funding was not included in the Operation Plan and Financial Budget Proposal approved by the Board of Health on December 4, 2024.

Therefore Be It Resolved, on the recommendation of the Finance and Property Committee that the Board of Health for the North Bay Parry Sound District Health Unit approves the IPAC Hub budgets for 2024-25 and 2025-26 in the amounts of \$479,094 and \$498,442, respectively.

The recorded vote was as follows:

RECORDED VOTE FOR CIRCULATION: Yes / No (Please circle one)

Name:	For:	Against:	Abstain:	Name:	For:	Against:	Abstain:
Rick Champagne	X			Jamie Restoule	X		
Karen Cook	R			Tim Sheppard	X		
Blair Flowers	X			Marianne Stickland	R		
Sara Inch	X			Catherine Still	X		
Jamie Lowery	A			Maurice Switzer	X		
Jamie McGarvey	R			Dave Wolfe	X		

"Carried"

9.0 CORRESPONDENCE

Board of Health correspondence listed for the February 26, 2025, meeting is made available for review by Board members in the Board of Health online portal.

10.0 NEW BUSINESS

10.1 Association of Local Public Health Agencies (alPHa) 2025 Winter Symposium Summary

A written summary of the course of events from the February 12-14, 2025, alPHa Winter Symposium was provided in the package, along with verbal update by Dr. Zimbalatti.

16.0 IN CAMERA

There was no in camera session.

17.0 ADJOURNMENT

Having no further business, Rick Champagne the Board of Health Chairperson adjourned the Board of Health meeting at 6:08 p.m.

Original Signed by Rick Champagne	2025/04/23
Chairperson/Vice-Chairperson	Date (yyyy/mm/dd)
Original Signed by Ashley Lecappellain	2025/04/23
Ashley Lecappellain, Recorder	Date (yyyy/mm/dd)

District of Parry Sound



Social Services
Administration Board

Chief Administrative Officer's Report

March / April 2025

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.

HOUSING REGENERATION FORUM 2025

On February 27-28, 2025, I attended the Regeneration Forum conference, hosted by Housing Services Corporation (HSC) in Toronto. This annual Regeneration Forum aims to inspire and inform the Canadian community housing sector. This year's forum addressed the critical need to expand housing stock while accommodating diverse local needs. In addition to the main conference plenaries and workshop sessions, this year's Forum offered attendees the option to participate in a game designed to emulate the early stages of housing development. I was also pleased to be invited to Moderate a session titled 'Pushing Boundaries to Achieve Meaningful Change', introducing speakers whose passion, expertise and determination to 'get it done' are shaping the future of social and affordable housing in their communities. Forum attendees had the opportunity to:

- Learn how to navigate the roadmap to development for new builds or project renewals, with a focus on the physical asset, finance, partnerships and community.
- Explore ideas and approaches to rethink affordable housing development in your communities, including new innovations in design and planning.
- Find best strategies and tools you need to plan for, maintain and grow your organization's assets.
- Network with peers and develop mutually beneficial partnerships across the housing sector.

REGENERATION FORUM 2025

**LEVELLING
UP**

New Approaches to
Transform Housing

The Westin Harbour Castle, Toronto
February 27 & 28, 2025

[REGISTER NOW](#)

HR Update—April 2025

The Workplace Safety & Insurance Board (WSIB) recently announced surplus rebates for businesses in Ontario. The WSIB released the following information regarding the rebates:

"We're distributing \$2 billion to eligible Schedule 1 businesses because our insurance fund had a surplus greater than our necessary reserve due to strong operational, financial and investment management.

These surplus rebates recognize the important role Ontario businesses play in funding our no-fault work-related injury and illness insurance system, while continuing to protect our ability to help people who have experienced a work-related injury or illness with a safe, timely and lasting recovery and return to work today and into the future."

The DSSAB is receiving a rebate in the amount of \$62,661.79, in addition to a credit of \$2,210.37 for a total cheque amount of \$64,872.19.

The non-union compensation review has been completed, and we are now looking for consultants to complete the required Pay Equity maintenance for all unionized positions.

T4's for 2024 have been issued to all employees and Board members and are accessible through the Payworks portal.

Recruitment efforts continue in 2025, with 17 new hires this quarter. Our current postings include casual supply teachers and a contract position for the Home Child Care and Inclusion Support Services Supervisor.

Licensed Child Care Programs—January 2025**Total Children Utilizing Directly Operated Child Care in the District
January 2025**

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeeek ELCC	HCCP	Total
Infant (0-18M)	2	2	1	3	7	16
Toddler (18-30M)	9	6	8	19	38	79
Preschool (30M-4Y)	16	13	22	34	53	138
# of Active Children	27	21	31	56	98	233

Highlands ELCCC has several toddlers that have aged up to the preschool age group but will remain in the toddler room until space becomes available. There are a total of 233 children ages 0 to 4 years occupying child care spaces in the Directly Operated Child Care licensed programs. The Home Child Care Program accounts for 42% of the total enrollment.

Licensed Child Care Programs—February 2025**Total Children Utilizing Directly Operated Child Care in the District
February 2025**

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeeek ELCC	HCCP	Total
Infant (0-18M)	2	1	0	2	8	13
Toddler (18-30M)	10	7	6	14	36	73
Preschool (30M-4Y)	16	12	25	41	51	146
# of Active Children	28	20	31	57	95	231

Many infants have aged into the toddler age group and toddlers are aging into the preschool age group faster than preschool spaces are becoming available, so the educators are working on providing developmental and age-appropriate activities. We should see this level out in September when a majority of preschool children will graduate from our child care programs and space becomes available to move children from the toddler rooms to the preschool rooms.

All the Early Learning and Child Care Centres have been participating in the Seeds of Empathy program for the past two months where preschool children are learning about infant development and building language and social skills to reflect empathy.

The Directly Operated Admin and Highlands program supervisor was invited by Mary Gordon, founder of Roots of Empathy, to an event in Hamilton on February 1st where she was able to build relationships with the SOE team and Mary Gordon. The DOCC programs has been implementing the SOE program for over 12 years now and is recognized for its ongoing support and continued commitment to the program.

There are currently 19 approved Home Child Care Program premises and at this time under the funding provided through CWELCC, we have the capacity for one additional home in the district.

School Age Programs January 2025

Location	Enrollment
Mapleridge After School	26
Mapleridge Before School	10
Mapleridge Summer Program	N/A
Sundridge Centennial After School	13
Home Child Care	19
# of Active Children	65



School Age Programs February 2025

Location	Enrollment
Mapleridge After School	26
Mapleridge Before School	10
Mapleridge Summer Program	N/A (13 children on the 2025 waiting list)
Sundridge Centennial After School	12
Home Child Care	19
# of Active Children	65

The Sundridge After School Program has secured a staff member to support the program until the end of June. Both school age programs are close to capacity and families have begun to request a space in the Mapleridge Summer Program.

**Inclusion Support Services
January 2025**

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	1	1	2	2	0	1	0
Toddler (18-30M)	5	6	11	11	3	2	0
Preschool (30M-4Y)	4	36	40	40	2	2	0
School Age (4Y+)	5	14	19	19	0	1	3
Monthly Total	15	57	72	-	5	6	3
YTD Total	15	57	-	72	5	6	3

**Inclusion Support Services
February 2025**

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	1	1	2	2	0	0	0
Toddler (18-30M)	3	11	14	14	2	6	1
Preschool (30M-4Y)	6	37	43	44	2	4	0
School Age (4Y+)	3	15	18	19	0	1	4
Monthly Total	13	64	77	-	4	11	5
YTD Total	15	64	-	79	9	7	8

Connections are being made between the ISS program staff and the Residential Program Worker and the Clinical Counsellor at Esprit Place where team members have been given the opportunity to share their roles and focus of service with each other, as well as explore future partnership opportunities and identify the community programs that service mutual clients and the various supports being provided to young families.



EarlyON Child and Family Programs January / February 2025

Activity	Jan 2025	Feb 2025	YTD
Number of Children Attending	852	755	1607
Number of New Children Attending	243	64	307
Number of Unique Children Attending	-	YTD	181
Number of Adults Attending	661	605	4,996
Number of Unique Adults Attending	-	YDT	230
Number of Virtual Programming Events	7	7	61
Number of Engagements through Social Media	215	98	3,119
Number of Views through Social Media	33,693	17,975	51,668

On Jan 25, the EarlyON team along with community partners attended the EarlyON program to provide families with information regarding literacy and how to support literacy at home. In total, 16 adults and 23 children attended.

The Districts of North Bay and Parry Sound have been collaborating to bring in a new parenting initiative. This initiative, called The Basics, is evidence-based and grounded on the Harvard University Center on the Child's scientific key concepts: brain architecture and early relational health. The EarlyON supervisor sits on this committee and will be providing training to the team upon roll out of this strategy.

The Basics Vision- A world where infants, toddler, and preschoolers of all racial/ethnic and socioeconomic backgrounds are on track to achieve their full potential- having benefitted from early experiences that foster health brain development, learning, joy and resilience.

The Basics Strategy – A packaged comprehensive parenting strategy designed to engage community organizations with a commitment to improving children's life trajectories. Resources are diverse, convenient and easy to access for parents and that parents have access to science-based strategies.

To learn more about the basics you can visit [Community Toolkit](#).

The EarlyON team has been creating developmental kits that will be used to support the families who do not attend the program. The kits will have resources regarding services including childcare and childcare fee subsidy along with developmental checklists and EarlyON information. We are hopeful that these can be accessible for those families who may be at Esprit, receiving support from Ontario Works, housing support and others throughout the District, and will potentially help with establishing a relationship with the EarlyON team.

Funding Sources for District Wide Childcare Spaces

January 2025

Active	# of Children	# of Families
CWELCC*	53	51
CWELCC Full Fee	208	206
Extended Day Fee Subsidy	2	2
Fee Subsidy	32	25
Full Fee	24	22
Ontario Works	1	1
Total	320	307

Funding Source - New	# of Children	# of Families
CWELCC	4	4
CWELCC Full Fee	8	8
Extended Day Fee Subsidy	0	0
Fee Subsidy	0	0
Full Fee	0	0
Ontario Works	0	0
Total	12	12

Exits	# of Children	# of Families
CWELCC	1	1
CWELCC Full Fee	0	0
Extended Day Fee Subsidy	0	0
Fee Subsidy	0	0
Full Fee	0	0
Ontario Works	0	0
Total	1	1

February 2025

Active	# of Children	# of Families
CWELCC*	48	46
CWELCC Full Fee	219	216
Extended Day Fee Subsidy	3	3
Fee Subsidy	29	23
Full Fee	26	24
Ontario Works	1	1
Total	326	313

Funding Source - New	# of Children	# of Families
CWELCC	1	1
CWELCC Full Fee	4	3
Extended Day Fee Subsidy	0	0
Fee Subsidy	0	0
Full Fee	0	0
Ontario Works	0	0
Total	5	4

Exits	# of Children	# of Families
CWELCC	0	0
CWELCC Full Fee	2	2
Extended Day Fee Subsidy	0	0
Fee Subsidy	0	0
Full Fee	0	0
Ontario Works	0	0
Total	2	2

Child Care Service Management

The Child Care and Early Years Act, 2014 requires service system managers to establish a child care and early years programs and service system plan for their service area.

The District of Parry Sound Social Services Administration Board (DSSAB) as the designated Service System Manager (CCSM) is responsible for identifying community needs for licensed child care and EarlyON programming, allocating funding to address child care and early years requirements, and for developing a service plan to identify local child care and early years system priorities.

This service plan outlines the DSSAB's vision for early years programs and services throughout the district for children 0-12 years of age. The service plan is reflective of the needs as identified by families and community stakeholders through consultation.

Service system plans should include the following key elements:

- Environmental scan results that assess current and future child care and early years service gaps and opportunities;
- A description of the community planning processes that was used to inform the development of the plan and a commitment to consult, at regular or relevant intervals, through the life of the plan;
- Strategic priorities and intended outcomes that are responsive to community needs and align with Ontario's vision for child care and early years and provincial interest;
- A measurable and action-oriented implementation plan that describes how strategic priorities and outcomes will be met; and

Accountability methods including the public posting of plans and reporting in accordance with the *Child Care and Early Years Act, 2014*.

In addition to the key areas identified, service system managers should also identify any other programs, needs, opportunities and/or challenges that may exist in their communities in their service system plan to support the ongoing reporting and planning process

The Child Care Service Management team (CCSM) began working with the Sault Ste Marie Innovation Centre to review/update the environmental scan, complete the analysis of the Early Development Instrument (EDI) – cycle 6 and lay the foundation for the 5 year service plan. We have been utilizing surveys to engage operators, community partners and families/caregivers. Along with reaching out to community partners and programs to acquire access to relevant data. We are aiming to have the plan finalized by June 2025.

Quality Assurance—Child Care Service Management

Quality in the care and services provided to children and families is something we value and strive to achieve. With the implementation of ongoing support through professional development, early learning resources and quality assurance visits we hope we can help assist the early childhood educators and leaders in the district in achieving the quality needed to promote healthy growth and foster strong relationships with children, families, peers and partners in our community.

To support and assist educators with sharing resources and highlighting ongoing program successes a new Educator Blog has been created. This resource blog/padlet will be used by Educators to share unique learning opportunities and activities they are implementing with families and children in their programs. We are hopeful the tool will connect educators and show value in the hard work they are doing for families and children in the community. In addition, new resources have been added to the padlets to include books, virtual training and webinars, early learning kits, as well as lots of documentation around the importance of quality early learning in terms of strategies and tools to effectively improve and enhance the early learning environment.

We are currently working on offering a variety of professional learning webinars for the early childhood educators in our district. The workshops will be offered throughout 2025 and will be focussed on topics that educators have highlighted as areas of need through the recent surveys distributed to educators. In addition, plans have been initiated for a full day training opportunity this fall in Parry Sound. The session will be an in-person training, one in which networking and sharing will be a major focus. We are hopeful this time to learn together again will help to support the ongoing struggles with burnout and retention in the field of early childhood education.

Summer is fast approaching and service agreements with camps and recreation programs has commenced. We will continue to show value in supporting all families in our community and will work to provide resources, funding and/or guidance to assist partners and families in creating quality and accessible care for the summer of 2025.

District of Parry Sound Application Portal

The new OneHSN-Child Care Application Portal was launched in July 2024 and has shown great success in helping families find and apply for child care in the district of Parry Sound. Continual support and guidance have been provided to families and operators as they navigate the new portal. How it works:

Parents:

- Parents create a secure login,
- Only one application is required to apply to multiple providers,
- Parents manage their child applications as changes occur in real time,
- Parents have easy access to community resources

Providers:

- Providers manage their own profile page which allows parents to see all the program options in one platform + add photos of the program,
- Easy work flow solutions for the provider to manage their wait list,
- Access to data and reports to support service planning,
- Providers have the capability to generate custom welcome letters for families,
- Providers can communicate with "broadcast" messages to all families



The District of Parry Sound Child Care Application Portal was launched on July 24, 2024. Since implementation, operators and child care service management staff have been working to "clean" the waitlist by removing duplicates, training staff and assisting families with updating their profiles.

Data for February 2025

Number of Unique Children on the Registry		
474		
Children who Identify as Indigenous	Children Identifying Francophone Relatives	Prenatal Children
42	33	38
Unique Children - includes children waiting for care and those who are placed in care but have applied to other child care centres/programs. (ie: currently in an infant space and have also applied for JK/SK after school program) - Or - includes all children who have completed an application for child care		

Unique Children Waiting for Care
433
Waiting for Care - children who remain on the application portal for care. Once placed in program, and not waiting for additional or other programs, children are removed from the registry.

Year, Month

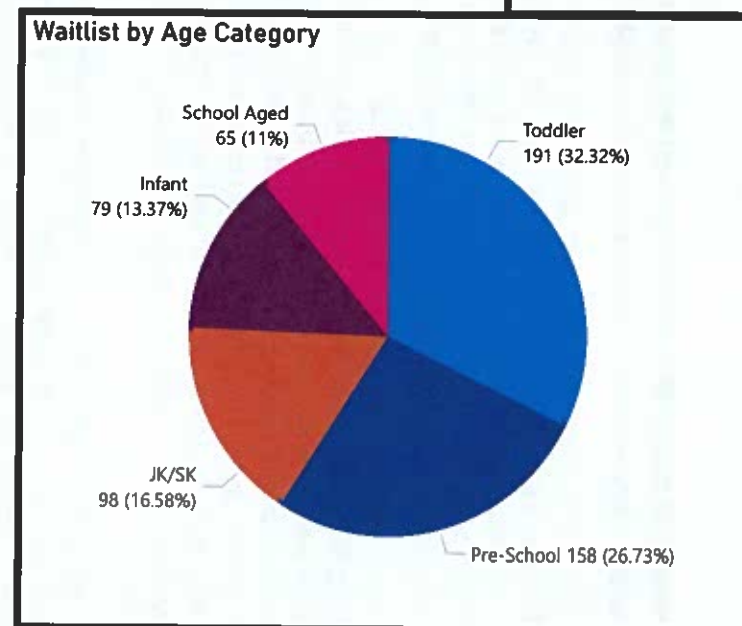
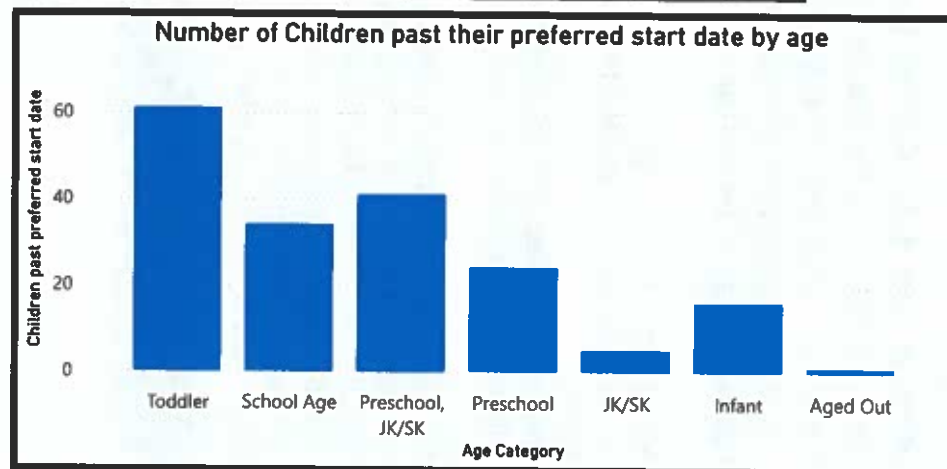
Multiple selections ☐

Month

February ☐

Waitlist Additions

43



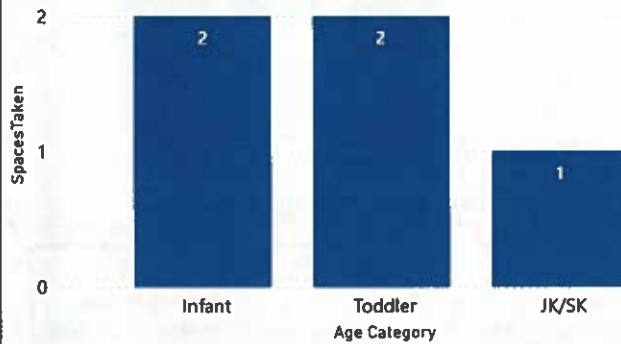
Year

2025

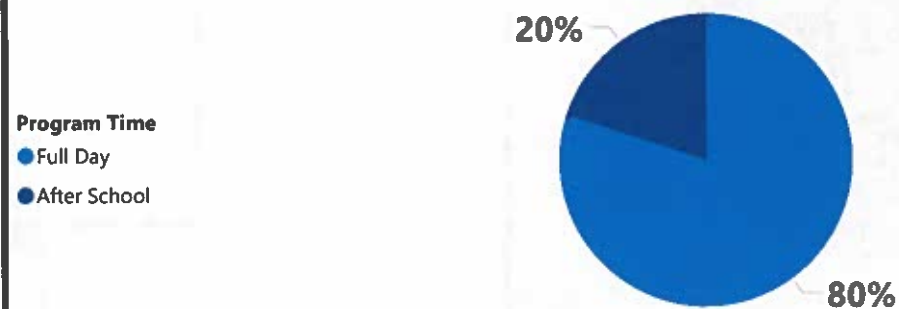
Month

February

Spaces Filled by Age Category



Spaces Filled by Program Time



Children Placed

5

Spaces Filled

5

Children Placed - The number of unique children placed in a program.

Spaces Filled - The number of spaces filled by a child. A child may be placed in more than one space, ie: before school space and after school space.

Expectation of Future Care

Number of children with a preferred start date within 1 month, 2-6 months, 6 months to a year, or more than a year.



The District of Parry Sound Child Care Application Portal was launched on July 24, 2024. Since implementation, operators and child care service management staff have been working to "clean" the waitlist by removing duplicates, training staff and assisting families with updating their profiles.

Data for January 2025

Number of Unique Children on the Registry		
445		
Children who Identify as Indigenous	Children Identifying Francophone Relatives	Prenatal Children
40	33	32
Unique Children - includes children waiting for care and those who are placed in care but have applied to other child care centres/programs. (ie: currently in an infant space and have also applied for JK/SK after school program) - Or - includes all children who have completed an application for child care		

Unique Children Waiting for Care
404
Waiting for Care - children who remain on the application portal for care. Once placed in program, and not waiting for additional or other programs, children are removed from the registry.

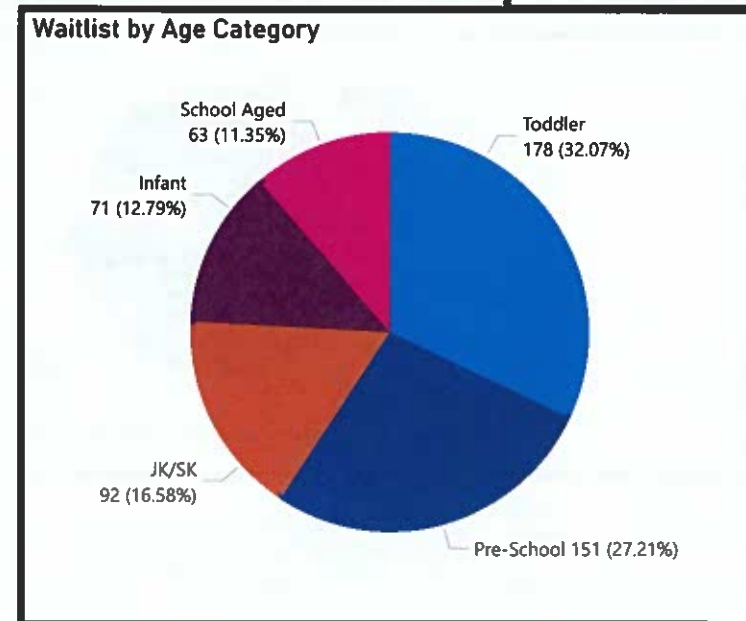
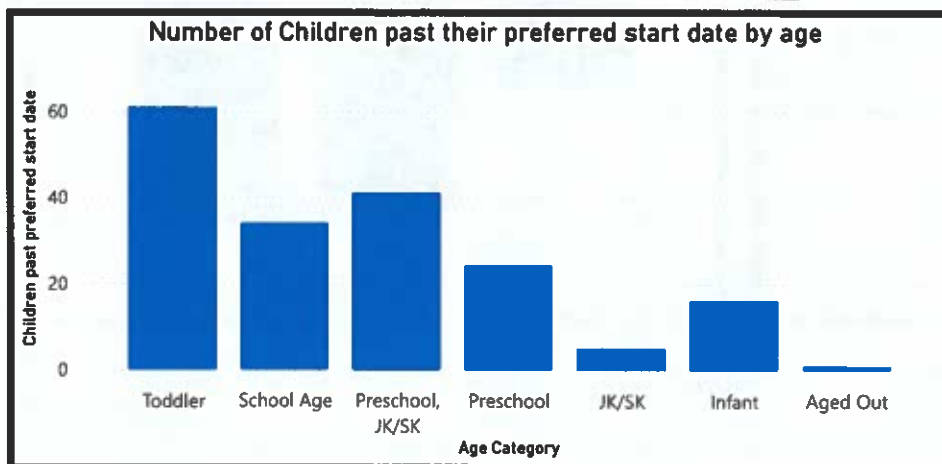
Year, Month

Multiple selections

Month

January

Waitlist Additions
65



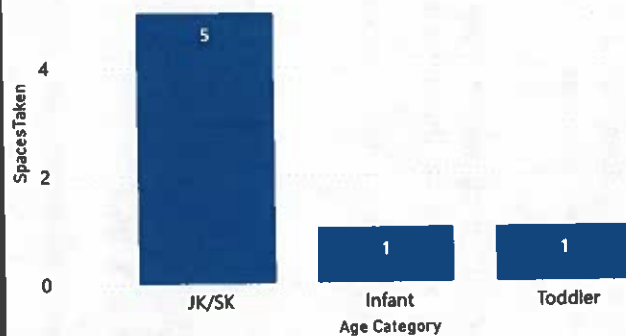
Year

2025

Month

January

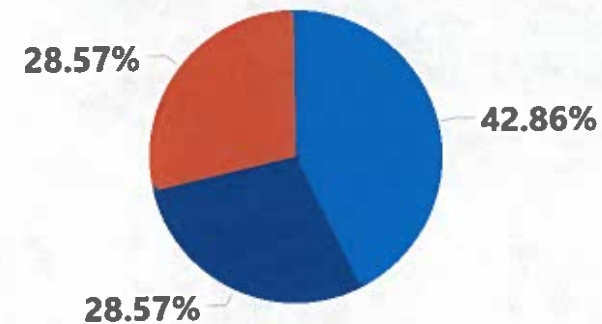
Spaces Filled by Age Category



Spaces Filled by Program Time

Program Time

- After School
- Before School
- Full Day



Children Placed

6

Spaces Filled

7

Children Placed - The number of unique children placed in a program.

Spaces Filled - The number of spaces filled by a child. A child may be placed in more than one space, ie: before school space and after school space.

Expectation of Future Care

Number of children with a preferred start date within 1 month, 2-6 months, 6 months to a year, or more than a year.



Income Support & Stability Divisional Update

Transitional Unit Success Story – We are beginning to see our first graduations from our transitional housing program where participants are obtaining safe and stable housing. Below is a blurb from one of the Integrated System Navigators:

"Seeking a quieter, simpler life, EL moved to the district as a file transfer through Ontario Works, leaving behind the hustle and bustle of the big city. His move was initiated by the pandemic, bringing him to a remote area of Almaguin, where he took on the role of caretaker for a friend's property during its construction. In return, he lived rent-free, overseeing the site as they built their dream home. His living space was a tiny setup on the front porch of the unfinished house, which he shared with his cat, Squeaks. Without a car, he relied on a four-wheeler to get around.

When EL arrived, he was without a family doctor and navigating a recent mental health diagnosis that required ongoing medication.

His Navigator helped him connect with the Family Health team in Powassan, who reviewed his history and developed a care plan. EL and his ISN also worked together to gather the necessary paperwork for his Ontario Disability Support Program (ODSP) application, aiming to provide him with more financial stability. Ed's ODSP was approved within a few months. (Something that is not typical) With his file transferred and his Ontario Works (OW) case closed, his ISN wished him well as he took the next steps toward independence.

Two years later, EL's medical team reached out—this time to the Housing Stability Program (HSP). His health and housing situation had deteriorated, and two serious new diagnoses left him unable to drive, stranding him in his remote location without a 911 address for emergencies. The Program Lead, noticing he had been on with OW, contacted EL's former ISN to review his background. The team worked together to find solutions in getting EL housed in the area where he would have access to the necessary supports required.

Together, they worked to connect EL with local resources, submit housing applications across Ontario, and secure financial assistance for housing. Eventually, he moved into a transitional housing unit, where he actively engaged in programs designed to help him regain life and housing stability and enhance the skills needed to maintain safe and stable housing. Thanks to his resilience, EL made significant progress in securing permanent housing and rebuilding his life."

Transitional Program Expansion – Since January 1st, in partnership with our LHC, we have expanded our transitional housing programming from 4 to 6 units throughout the district to support

We have also added 2 more transitional units into the program, one in Parry Sound and the other in Powassan in this reporting period.



Income Support & Stability Divisional Update...cont'd

Employment Services Transformation - As of March 1st, we are officially live with EST and the Integrated Employment Supports model (IES). Employment Assistance for Social Assistance recipients is now the responsibility of Employment Ontario, overseen by our Service System Manager for the Northeast, College Boreal. The focus of our work is on life stabilization and providing Person-Centered supports in the areas of:

- Crisis & Safety-homelessness, personal safety
- Health-medical, mental health counselling, addiction treatment
- Life Skills-Literacy and Basic Skills such as budgeting, time management
- Community Supports-Housing, transportation and legal support

We have been working closely with Boreal and our EO partners in the district to mitigate impacts on clients, through a revised Participation Benefits pamphlet (formerly Employment Related Expenses) and other processes. We were also busy training staff on the Common Assessment and Action Plan as now referral ready individuals are referred through SAMS to EO.

Integrated System Navigators have been having a presence on a weekly scheduled basis at our local EO offices to meet with clients, case conference with EO and support local needs.

We have also updated our info video for new clients to OW. The video highlights the range of Person-Centered Supports that are offered to participants in our program.

Communication of these changes was sent out to all DSSAB staff and our community partners.

Centralized Intake Expansion –Ontario Works Intake Unit (OWIU) – Our busy period in Ontario Works continued as we officially went live with Centralized Intake Expansion on January 27th. All new OW applications will be processed and granted by the province's Ontario Works Intake Unit. Local offices are able to support clients to complete applications online or over the phone, and able to issue emergency assistance, should there be urgency. We continue to work with MCCSS and OWIU to address challenges staff and clients face while we adapt to the new processes. Communication of these changes was sent out to all DSSAB staff and our community partners.

Clark Tech Table - The Program Lead in the Parry Sound office attended and presented at Clark Communications Virtual Tech Table to discuss the innovative work we are doing with our FIIT tool with the By Name List and Encampment Tracking tool. The tools garnered much interest from our other DSSAB/CMSM partners that use the Clark tool that attended the table.

Court Support Training - In partnership with Esprit, several ISN staff participated in Court Support Training on March 4th and 5th. Our ISN's provide transitional housing support to Esprit residents.

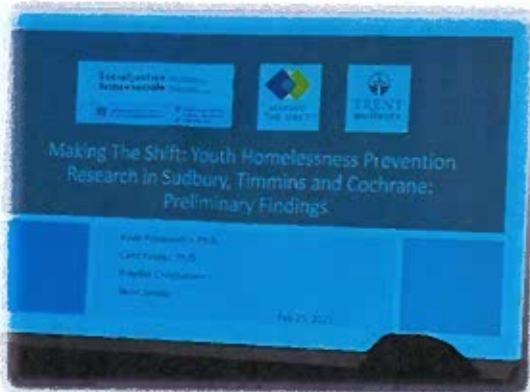
OMSSA Sector Leads - The Director of Income Support & Stability has attended the OMSSA Sector Leads meetings for Social Assistance and Homelessness.

Job Fair - The YMCA of Simcoe-Muskoka hosted a Job Fair on March 6th. Staff attended to support mutual clients and our partners at the Y.

Income Support & Stability Divisional Update –Cont'd...

Making the Shift-International Conference on Youth Homelessness Prevention

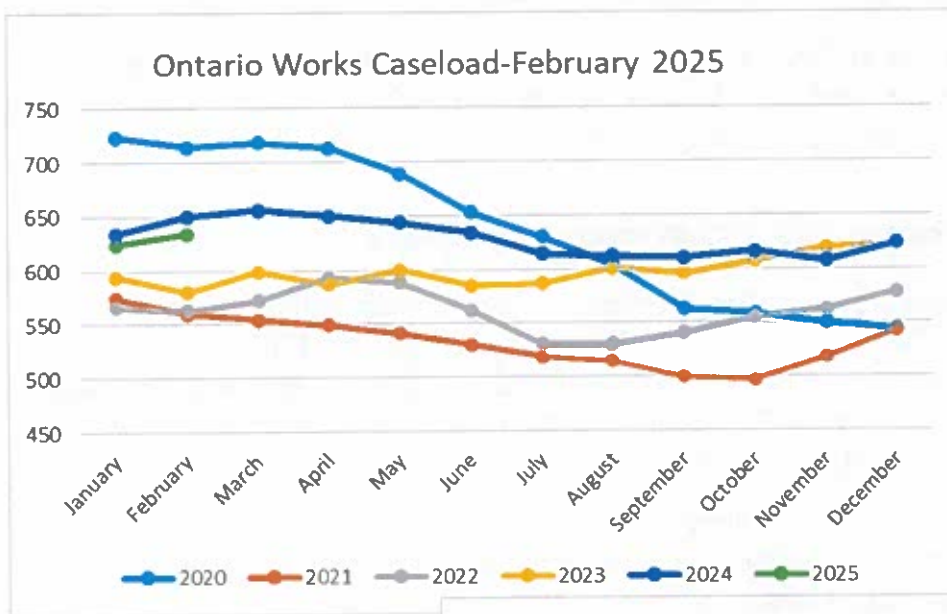
From February 24th to the 26th, the Director of Income Support & Stability attended the International Conference on Youth Homelessness Prevention in Toronto. The conference had great plenaries on the transitions from the Child Welfare system and youth homelessness (especially for indigenous youth), and inspiring stories of survival and other best practices from all around the world.



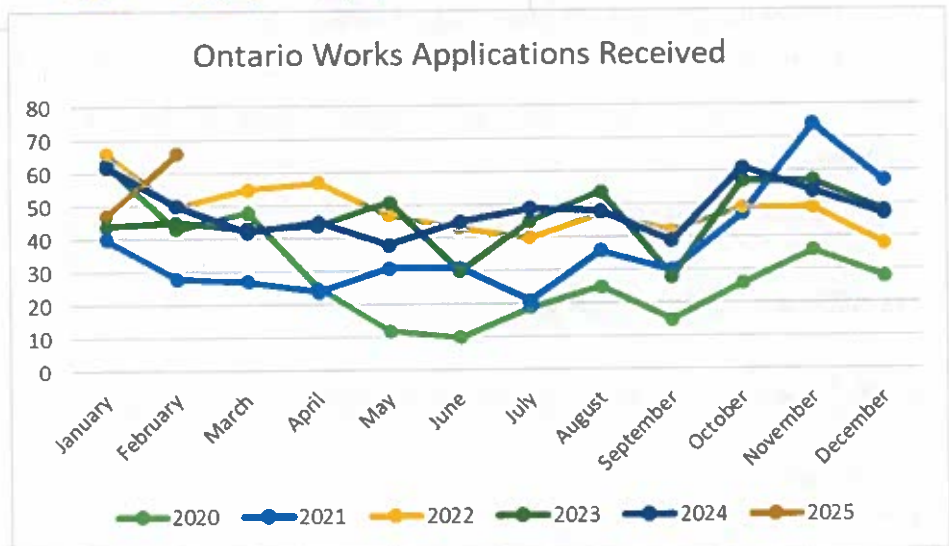
Tax Clinics -On March 20th at our Beechwood Office and March 21st at Employment North in South River, we hosted the Sudbury Community Service Centre for Income Tax Clinics. Both clinics were well attended, and staff reported the lobby was busy all day with people in and out.

DART (Domestic Abuse Review Team)-Members of the Income Support & Stability team attended the DART conference on March 20th and 21st put on by the Muskoka DART with support of the Parry Sound Violence Against Women Coordinating Committee (VAWCC).

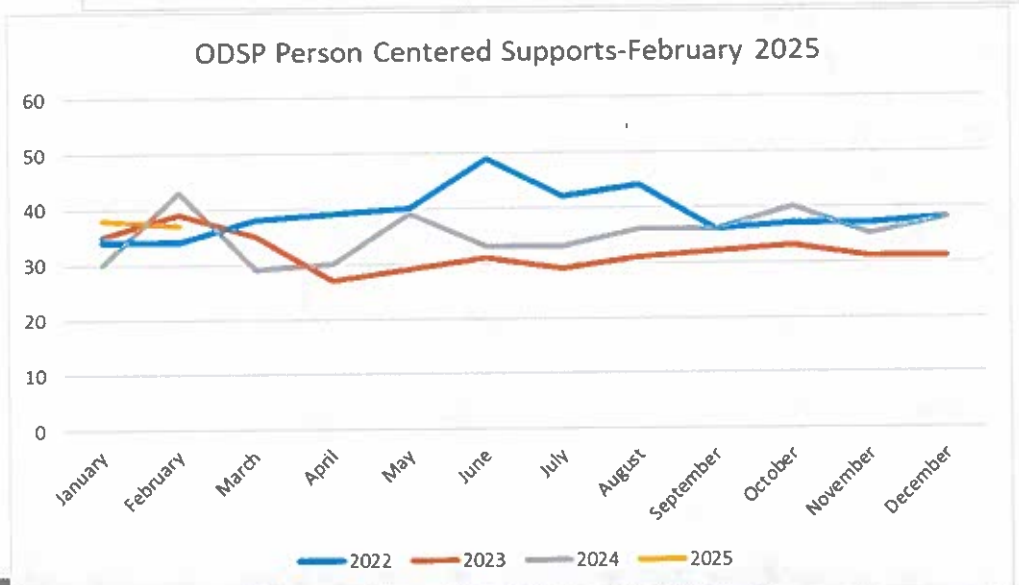
Mental Health Program -With the retirement of our Registered Social Worker (RSW) in the Parry Sound office, we have extended our service agreement with the Community Counselling Centre of Nipissing to provide mental health supports and referrals for psychological assessments to cover the entire district. The program has had great success in supporting individuals move towards ODSP and increase the supports available.



**Ontario Works Intake -
Social Assistance Digital
Application (SADA) &
Local Office
Ontario Works
Applications Received**



**ODSP Participants in
Ontario Works
Employment
Assistance**



The OW Caseload rose only slightly at **634** cases. We are providing **37** ODSP participants Person-Centred Supports. We also have **58** Temporary Care Assistance cases. **66** applications were received through the province's Ontario Works Intake Unit (OWIU).

Employment Services Transformation & Performance Outcomes

On March 1st, 2025, as part of the province's Employment Services Transformation, we officially entered Integrated Employment Services model (IES) along with our Northeast DSSAB partners with our new Service System Manager College Boreal. This means that employment assistance for Social Assistance recipients now moves under the Employment Ontario umbrella. We are now responsible for providing Person Centered Supports to SA Recipients in 4 key areas;

- Crisis & Safety-homelessness, personal safety
- Health-medical, mental health counselling, addiction treatment
- Life Skills-Literacy and Basic Skills such as budgeting, time management
- Community Supports-Housing, transportation and legal support

With this change, we have new Performance Outcomes that will be reported on monthly going forward.

***Please note that some data will be blank until it is officially captured after March 1st, 2025

% with an Action Plan created

Percentage of OW + NDA Members with mandatory participation requirements...



Target 100%

NDA = Non Disabled Adult

Referrals to EO

Percentage of OW + NDA Members with mandatory participation requirements...

Target 32%

The ability to refer to Employment Ontario in SAMS was not available to our staff until March 1, 2025

% Exiting to Employment

Percentage of Ontario Works cases exiting to employment (Cumulative Year-to-...

Year ■ 2023 ■ 2024 ■ 2025

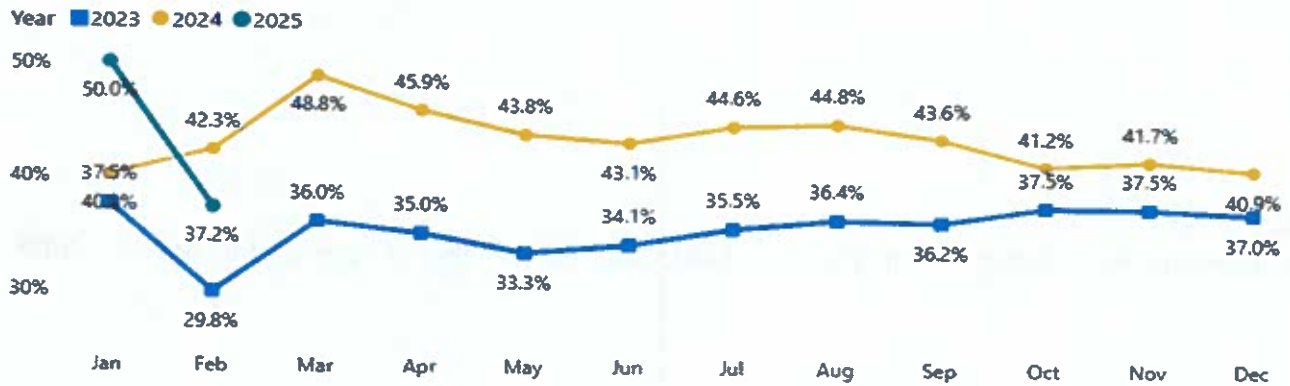


Target 22%

The ability to refer to Employment Ontario in SAMS was not available to our staff until March 1, 2025

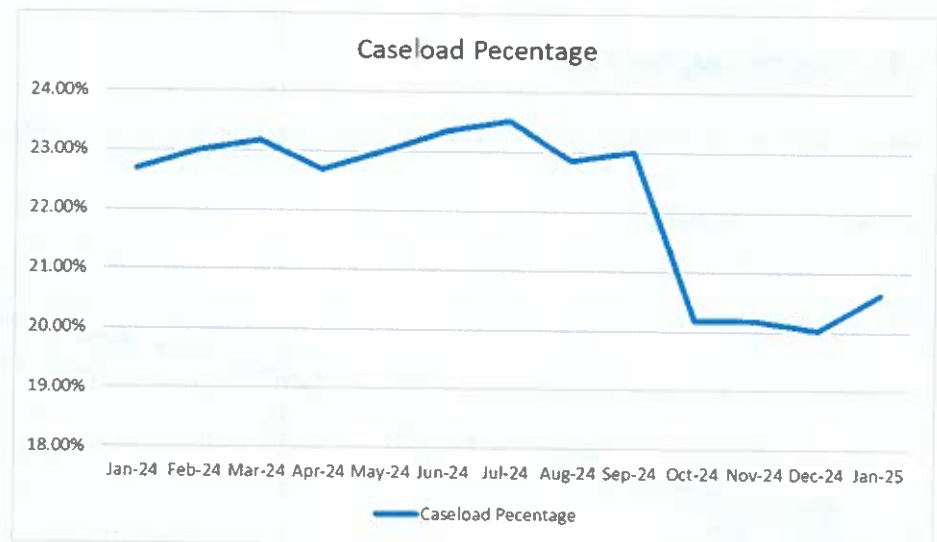
% of OW Cases Exit the Program and Return within One Year

Percentage of Ontario Works cases who exit the program and return within one...

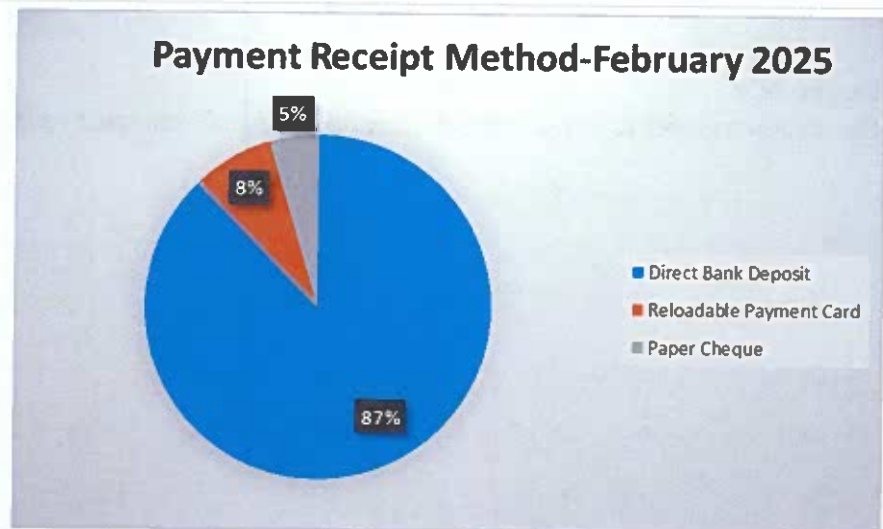


Target 35%

My Benefits Enrollment 2025



DBD Enrollment

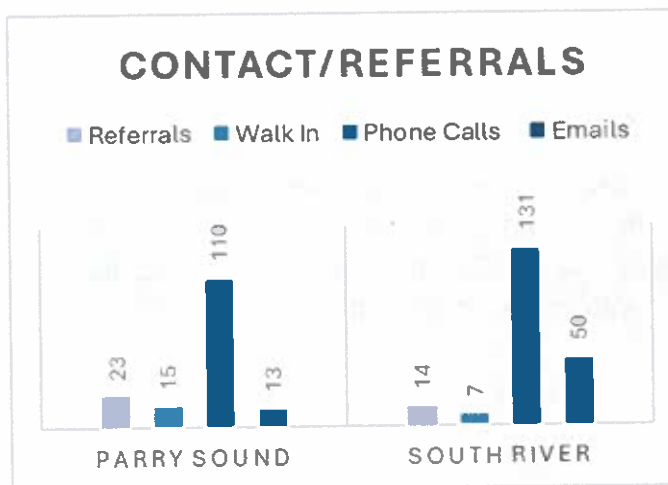


Income Support & Stability Update

Income Support and Stability Program Case Management involves the coordination of appropriate services and the provision of consistent and on-going weekly or bi-weekly supports, required by the individual to succeed in achieving and maintain life stabilization goals.

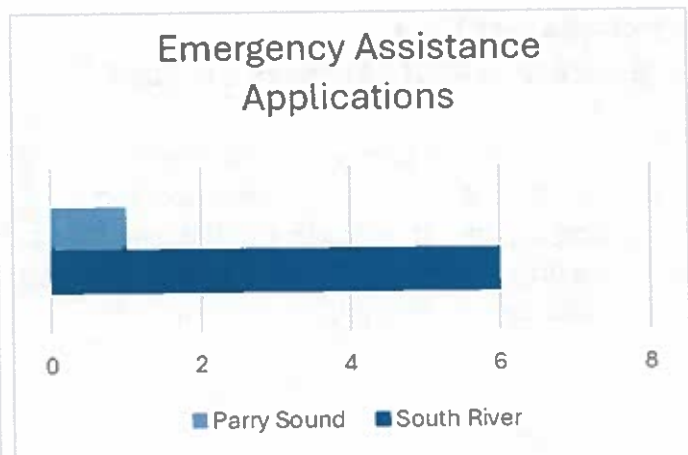
Contact / Referrals – January

The data collected is initial contact made with a client to determine eligibility for on going support. This includes ongoing Housing Stability and Ontario Works cases.



Emergency Assistance Applications January 2025

An application can be created when the applicant is not currently in receipt of social assistance, or not serving a period of ineligibility. Administrator also must be satisfied the applicant to the best of their ability made a reasonable effort to access other resources.



Client Referrals

Clients who identify as experiencing homelessness, or at immediate risk of homelessness

January 2025	East	West	YTD
Homeless	0	4	4
At Risk	1	3	4
Program Total (Esprit In Shelter Clients calculated in Homelessness Numbers)			
Esprit Outreach Homeless			
Esprit Outreach at Risk			
Esprit in Shelter			

Short Term Housing Allowance

Max of \$400 for 6 months

	Active	YTD
January	12	12

Household Income Sources and Issuance from Homelessness Prevention Programs Funding (HPP)

January 2025 Income Source	Total	HPP
Senior	1	\$136.98
ODSP	17	\$14,987.17
Ontario Works	12	\$9,882.60
Low Income	1	\$1,474.65
Total		\$26,481.40

January 2025 Reason for Issue	Total
Rental Arrears	\$8,051.90
Utilities/Firewood	\$4,402.40
Transportation	\$350.00
Food/Household/Misc.	\$13,229.62
Emergency Housing	\$447.48
Total	\$26,481.40

By-Name List Data

September 1, 2021– January 31, 2025

The By Name List is real-time list of all known people who are experiencing homelessness in our community that are willing to participate in being on the list and connecting with our agency for ongoing support to maintain affordable and sustainable housing. The individuals who are on the list are provided Intense Case Management supports with the foundations from Coordinated Access based on the Housing First model.



We currently have 67 active individuals on our By Name List as of February 28th, 2025.

We have housed nearly 61% of all individuals on the BNL.

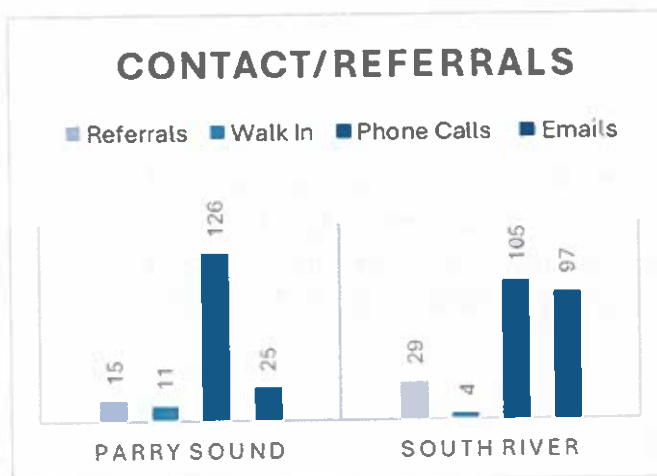


Income Support & Stability Update

Income Support and Stability Program Case Management involves the coordination of appropriate services and the provision of consistent and on-going weekly or bi-weekly supports, required by the individual to succeed in achieving and maintain life stabilization goals.

Contact / Referrals – February

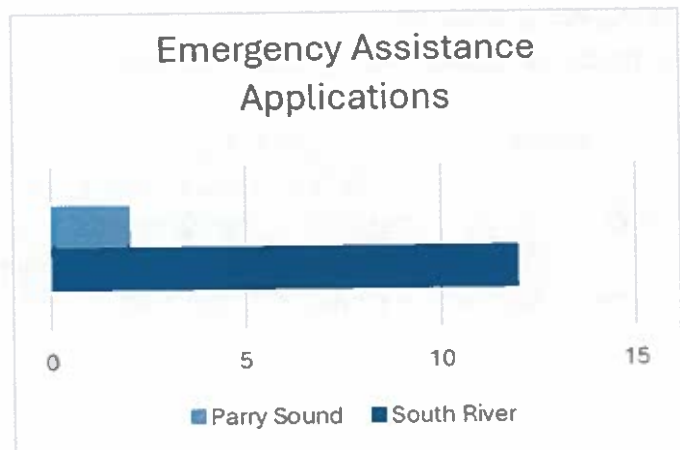
The data collected is initial contact made with a client to determine eligibility for on going support. This includes ongoing Housing Stability and Ontario Works cases.



Emergency Assistance Applications

February 2025

An application can be created when the applicant is not currently in receipt of social assistance, or not serving a period of ineligibility. Administrator also must be satisfied the applicant to the best of their ability made a reasonable effort to access other resources.



Client Referrals

Clients who identify as experiencing homelessness, or at immediate risk of homelessness

February 2025	East	West	YTD
Homeless	2	1	7
At Risk	0	13	17
Program Total (Esprit In Shelter Clients calculated in Homelessness Numbers)			
Esprit Outreach Homeless			
Esprit Outreach at Risk			
Esprit in Shelter			

Short Term Housing Allowance

Max of \$400 for 6 months

	Active	YTD
February	13	16

Household Income Sources and Issuance from Homelessness Prevention Programs Funding (HPP)

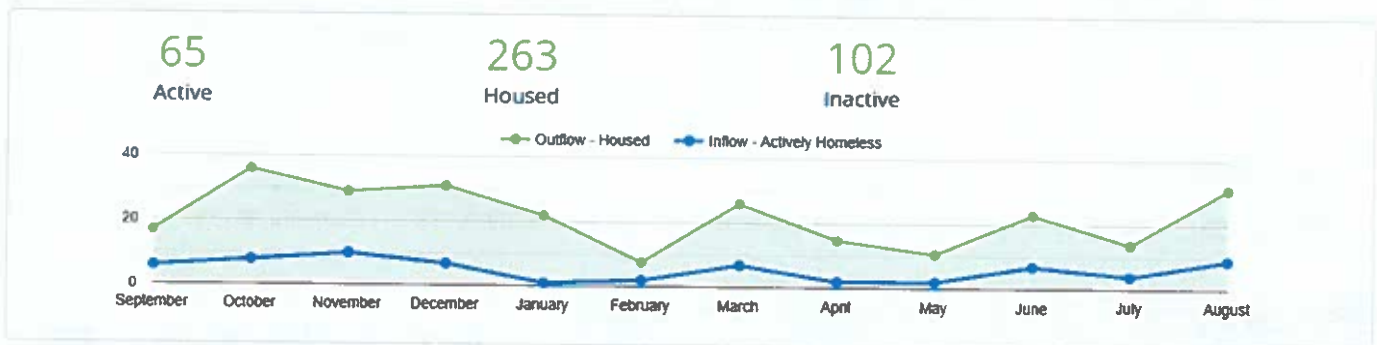
February 2025 Income Source	Total	HPP
Senior	1	\$1,000.00
ODSP	7	\$5,081.93
Ontario Works	15	\$14,014.92
Low Income	4	\$3,939.80
Total		\$24,036.65

February 2025 Reason for Issue	Total
Rental Arrears	\$18,823.00
Utilities/Firewood	\$2,085.07
Transportation	
Food/Household/Misc.	\$3,128.58
Emergency Housing	
Total	\$24,036.65

By-Name List Data

September 1, 2021– February 28, 2025

The By Name List is real-time list of all known people who are experiencing homelessness in our community that are willing to participate in being on the list and connecting with our agency for ongoing support to maintain affordable and sustainable housing. The individuals who are on the list are provided Intense Case Management supports with the foundations from Coordinated Access based on the Housing First model.



Housing Programs

Social Housing Centralized Waitlist Report January 2025

	East Parry Sound	West Parry Sound	Total
Seniors	49	139	188
Families	139	463	602
Individuals	489	155	644
Total	677	757	1434
Total Waitlist Unduplicated			404



Social Housing Centralized Waitlist (CWL) 2024 - 2025 Comparison Applications and Households Housing from the CWL

Month 2024	New App.	New SPP	Cancelled	Housed	SPP Housing	Month 2025	New App.	New SPP	Cancelled	Housed	SPP Housing
Jan	3		2	1		Jan	9	0	0	2	
Feb	5		11	1		Feb	8		2	3	
Mar	7		3	3		Mar					
Apr	10	1	7			Apr					
May	4	1	5	1		May					
June	1		15	3		June					
July	9	1	19			July					
Aug	9	1	21			Aug					
Sept	6		16	2		Sept					
Oct	6		9	4		Oct					
Nov	10	1	17	3		Nov					
Dec	11		6	3	2	Dec					
Total	81	5	131	21	2	Total	17	0	2	5	0

SPP = Special Priority Applicant

Housing Programs Update

Housing Programs submitted the last of the COHB (Canada Ontario Housing Benefit) applications this quarter; therefore, all allocated funding for our district has been utilized. The Housing Program's team was able to assist 26 households in obtaining this funding, which helps pay a portion of rental costs each month. We are hoping for another round funding to open soon, as we have inquiries daily for this benefit.

We were pleased to enter into a new service agreement with Golden Sunshine Municipal Non-Profit Housing Corporation this quarter. This agreement will provide support to Golden Sunshine for 10 years and allow them to continue providing Rent Geared to Income units in our district. This is the first agreement in our service area under the new framework that the Ministry of Municipal Affairs and Housing has recently put in place.

Some of our team completed a course through Housing Service Corporation about end of mortgages and operating agreements. This course provided knowledge on navigating conversations with housing providers about the end of their mortgages and existing agreements and entering into negotiations for new service agreements.

We will be starting the footwork for the Housing and Homelessness Plan update that is required by the ministry each year. This update is based on our previous 10 and 5 year plans, and will include information from our housing related departments, as well as from partners that we assist in our communities.

Two members of the team were able to attend a virtual Special Priority Program (SPP) Information session held by the Ministry of Municipal Affairs and Housing (MMAH) in January. This session was a follow up to the SPP guide that was released in 2024 and allowed for questions and answers from service areas across the province, as well as training on human trafficking, as we are all seeing a rise in these numbers. We hope to have an opportunity for more conversation about the SPP guide at the upcoming SHCANO (Social Housing Coordinated Access Network of Ontario) training.

We continue to work on discharging Ontario Renovates loan that have fulfilled their terms. This program assisted eligible homeowners to complete much needed repairs; providing them with a 10-year loan and allowed them to remain in their homes. We saw 10 loans fulfill their 10-year term in 2024, bringing us to a total of 27 completed loans.

In the month of February, we saw eight new approved applications to the centralized waitlist. There were two applications cancelled; one applicant was deceased, and the other was removed as they have found other affordable housing. We saw three applicants housed from the waitlist.



Parry Sound District Housing Corporation
January/February 2025

Activity for Tenant and Maintenance Services

	January	February	YTD
Move outs	1	2	3
Move in (Centralized Waitlist along with Internal transfers)	2	3	5
L1/L2 hearings	0	2	2
N4 - Delivered to tenant or filed with the LTB- Notice of eviction for non-payment of rent	3	0	3
N5 - Filed with the LTB- notice of eviction disturbing the quiet enjoyment of the other occupants	4	0	4
N6 - Filed with the LTB -notice of eviction for illegal acts or misrepresenting income for RGI housing	0	0	0
N7 - Filed with the LTB - notice of eviction for willful damage to unit	0	0	0
Repayment agreements (new) (Formal & informal)	4	6	7
No Trespass Order	0	0	0
Tenant Home Visits	31	27	58
Mediation/Negotiation/Referrals	14	20	34
Tenant Engagements/Education	0	2	2

Update from Tenant Services

The start of the year has brought on some planning for the Tenant Services team. We have been busy organizing our year with regard to tenant educational opportunities, providing support to tenants during maintenance inspections, as well as cleanliness inspections on a regular basis with some of our family homes in need of support.

So far, we are doing a series of chair yoga at our Belvedere building, spring seed planting at all buildings, a summer BBQ and fire safety educational for all buildings as well as family units, and then our fall/ winter crafts and wellness series of educational sessions. This will be approximately 21 educational events for tenants throughout the district this year.

Tenant Services have planned out and distributed the 1st quarter newsletter for tenants. Through this newsletter information is shared with tenants about proper garbage disposal, raised garden bed care, proper cat litter disposal, animal pee pad use, "Be Bear Wise and Prevent Bear Encounters" information (provided by the Ontario Government), and upcoming events.



Update from Capital & Maintenance

In January the Housing Operations Department welcomed a new Supervisor of Maintenance to the team. This position will over see the day-to-day maintenance of all Parry Sound District Housing stock, The Meadowview- NOAH, as well as the DSSAB owned facilities. Also, in January we filled a vacant Community Relations Worker position in Maintenance. This position is situation out of the South River Office.

There were two families displaced from their home during this quarter, as extensive repairs were required: specifically, the abatement of asbestos, along with mould remediation. Both families are on track in returning to their newly renovated home April 1st, 2025. This winter has been relentless with the amount of snow and ice build up. The Maintenance and Capital teams have been watchful, and responsive to several ice-damming situations with the potential for leakage.

In the Capital program, staff have been busy finishing up some major projects. Esprit Place renovation wrapped up in March. Also in March, the completion of the 6-story window replacement project wrapped up successfully. The Capital program, with the support of Housing Services Corporation, continues to seek out the best possible option for a deteriorating load-barring retaining wall that is failing. An engineer is currently pulling together specs for a tender package. Funding was secured with the Canada-Ontario Community Housing Initiative for a portion of the expense. This will be a large capital project as the retaining wall is tied into the entrance stairs, walkways, and has 5 parking spots on top. This project requires a completion date of December 2025.

Priorities for the 2025 capital plan will be determined by April.

**Property Maintenance
January 2025**

Pest Control		3 Buildings are currently being monitored monthly for bedbugs. There is one active unit currently.
Vacant Units	11	9 one-bedroom, 2- multiple bedrooms (asbestos abatement, and significant repair contributes to longer vacancy times)
Vacant Units - The Meadow View	5	1 Affordable/4 Market Units available
After Hours Calls	12	Leak, heater not working, fire panel off line, OPP access request, interior mechanical room not secured, power out in certain areas of unit, snow build up at main entrance, no hot water
Work Orders	92	Work orders are created for our staff to complete routine maintenance repairs
Purchase Orders	88	Purchase orders are for services, and materials, required outside of the Housing Operations Department
Fire Inspections	0	
Annual Inspections	0	
Incident reports	0	

**Property Maintenance
February 2025**

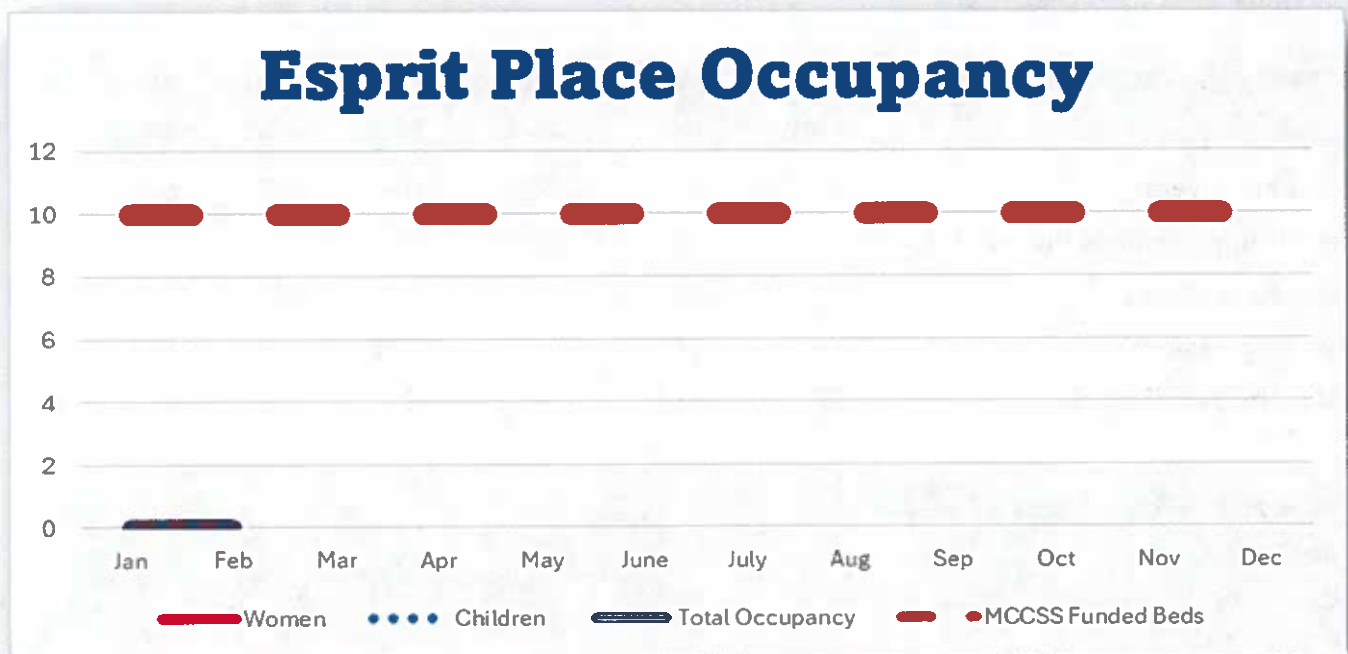
Pest Control		3 Buildings are currently being monitored monthly for bedbugs. There is one active unit currently.
Vacant Units	11	9 one-bedroom, 2- multiple bedrooms (asbestos abatement, and significant repair contributes to longer vacancy times)
Vacant Units - The Meadow View	6	1 Affordable/4 Market Units available
After Hours Calls	13	Leak, heater not working, fire panel off line, OPP access request, interior mechanical room not secured, power out in certain areas of unit, snow build up at main entrance, no hot water
Work Orders	63	Work orders are created for our staff to complete routine maintenance repairs
Purchase Orders	335	Purchase orders are for services, and materials, required outside of the Housing Operations Department
Fire Inspections	0	
Annual Inspections	0	**Scheduled for April 2025**
Incident reports	0	

Esprit Place Family Resource Centre Update

On March 8th, 2025, Esprit Place reopened its doors to serve women and children fleeing gender-based violence. We are thrilled to be able to share our newly renovated space with families who so desperately need the services and support that we offer. All of our programs, including our residential program, outreach program, Children's Voices program, and transitional housing program are now operating fully. We have a full staffing compliment and are supported by IS&S staff to deliver transitional housing supports.



As we enter a new period in Esprit Place history, we will be changing the way we report activities to more accurately reflect the services we provide. Our new stats will include a clearer representation of the occupancy of the shelter, including the number of women and dependents who stay, and how often we exceed our funded occupancy of 10 beds. The chart below is an example of the data we will providing moving forward. You will note that we had zero occupancy January and February as we did not reopen until March. We provided residential support to 7 women and 2 children during the month of March which you will see reflected in the next reporting period, along with stats for our Children's Voices Program.



Social Media

Facebook Stats

District of Parry Sound Social Services Administration Board	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025
Total Page Followers	671	677	682	698	713	721
Post Reach this Period (# of people who saw post)	2332	3032	2421	5003	4923	7739
Post Engagement this Period (# of reactions, comments, shares)	365	257	59	666	697	788

Esprit Place Family Resource Centre	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025
Total Page Followers	199	209	214	214	217	220
Post Reach this Period (# of people who saw post)	124	3103	3304	608	998	1214
Post Engagement this Period (# of reactions, comments, shares)	11	151	119	12	65	94

DSSAB LinkedIn Stats https://bit.ly/2YyFHIE	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025
Total Followers	492	501	503	515	519	525
Search Appearances (in last 7 days)	64	10	52	40	72	131
Total Page Views	69	55	50	32	46	34
Post Impressions	154	1800	1416	2342	1030	632
Total Unique Visitors	38	23	14	18	22	19

Instagram - Esprit Place Family Resource Centre https://www.instagram.com/espritplace/	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025
Total Followers	93	97	97	99	101	103
# of accumulated posts	37	53	59	61	63	64



MEMORANDUM

Chris Litschko, Chief Executive Officer
Lakeland Holding Ltd.

TO: Municipal Councils:

- Town of Bracebridge
- Town of Huntsville
- Town of Parry Sound
- Village of Burk's Falls
- Village of Sundridge
- Municipality of Magnetawan

FROM: Chris Litschko, Chief Executive Officer

COPY: Municipal Chief Administrative Officers
Lakeland Board of Directors
Executive Team

DATE: April 30, 2025

SUBJECT: 2025 Q1 Shareholder Update

On behalf of Roger Alexander, Chair, and the members of the Board of Directors of Lakeland Holding Ltd. (Lakeland), I am pleased to provide Lakeland's 2025 Q1 Shareholder Update.

Land Acknowledgement

Lakeland respectfully acknowledges that we work and live on lands that are the traditional territories of Indigenous Communities. We offer gratitude to Indigenous peoples for their care for, and teachings about, our earth and our relations.

VISION STATEMENT

BE THE LEADER IN SUSTAINABLE SOLUTIONS AND CATALYST FOR IMPROVING THE LIVES OF OUR CUSTOMERS AND COMMUNITIES WE SERVE.

MISSION STATEMENT

LEVERAGING OUR TEAM, WE ARE DEDICATED TO GROWING RESPONSIBLY, SERVING OUR SHAREHOLDERS, CUSTOMERS AND COMMUNITIES WITH SAFE, RELIABLE, AND QUALITY SUSTAINABLE SOLUTIONS.

CORPORATE VALUES STATEMENT

SAFETY: WE ARE DEDICATED TO THE SAFETY OF OUR EMPLOYEES AND COMMUNITIES.

ENVIRONMENTAL STEWARDSHIP: WE ARE CONCERNED FOR THE ENVIRONMENT IN EVERYTHING WE DO. WE ARE COMMITTED TO PROTECTING AND NOURISHING THE ENVIRONMENT BY DOING BETTER FOR OUR PLANET WHILE WE GROW.

RELIABILITY: WE PROVIDE DEPENDABLE, CONSISTENT AND RELIABLE SERVICE.

ACCOUNTABILITY: WE ARE SERIOUS AND RESPONSIBLE FOR OUR ACTIONS AND ACCOUNTABLE TO THOSE WE SERVE.

PARTNERSHIPS: WE DRAW ON ONE ANOTHER AND OUR PARTNERS TO ACHIEVE SUCCESS.

PROFESSIONALISM: WE ARE DEDICATED TO EXCELLENCE IN MANAGEMENT AND SERVICE DELIVERY. WE ARE INCLUSIVE AND ARE COMMITTED TO PROVIDING EQUITABLE SERVICES AND TREATING ALL WITH RESPECT.

CONTINUOUS IMPROVEMENT: WE CONSTANTLY SEEK NEW IDEAS, ARE FUTURE FOCUSED AND RESULTS ORIENTED. WE ARE EFFICIENT, EFFECTIVE, INNOVATIVE AND WE OFFER VALUE-ADDED.

RELATIONSHIP BUILDING & RECONCILIATION: WE ARE COMMITTED TO RELATIONSHIP BUILDING AND RECONCILIATION. WE ARE DRIVEN BY TRUST AND INTEGRITY AND WE VALUE THE KNOWLEDGE AND EXPERIENCE OF ALL.

The table below provides a summary of the Lakeland Holding's current business activities through each of the current subsidiary companies:

Lakeland Power Distribution Ltd. (Local Distribution Company)	Bracebridge Generation Ltd. & Lakeland Solutions		Lakeland Energy Ltd. (Including Lakeland Networks Operations)
• 14,866 Customers	• Bracebridge Falls Generation Plant	2.6 MWs	• Web Mapping
• 163 square Kms of Service Area	• Wilson Falls Generation Plant	2.9 MWs	• Fibre to Business
• 367 Kms of Distribution Lines	• High Falls Generation Plant	2.3 MWs	• Fibre to Home
• 10 Substations	• Cascade Generation Plant	3.25 MWs	• 8,501 Fibre Customers
• 2,392 Transformers	• Burk's Falls Generation Plant	1.2 MWs	• 670 Km of Installed Fibre-Optic Cable
• Offices in Bracebridge, Huntsville, and Parry Sound	• Bancroft Generation Plant	0.6 MWs	• Internet Service Provider
	• Drag River Generation Plant	0.3 MWs	• VOIP and Traditional Phone Services
	• Irondale Generation Plant	0.5 MWs	• IT Server Hosting
	• Elliott Falls Generation Plant	0.8 MWs	• Voice and Data Cabling
	• Chute Blanche (50% ownership)	1.4 MWs	• Business Phone Systems
	• Solar Field	0.5MWs	• Streetlight Maintenance
	• Tesla Battery Storage	1.25 MWs	• 1350 Water Heater Rentals
	• Wasdell Falls	1.65mWs	
	13 Generation Facilities =	19.25Mws	
	• Microgrid	1	
	• Number of EV Sites, Chargers and Eligible Vehicles able to Charge	16 – 31 - 58	



MEMORANDUM

Chris Litschko, Chief Executive Officer
Lakeland Holding Ltd.

The 2025 Q1 report, attached as Appendix "A" to this memorandum, highlights Lakeland's continued success in achieving its Mission to the benefit of our Shareholders and the customers we serve.

Respectfully submitted on behalf of Lakeland's Board of Directors.

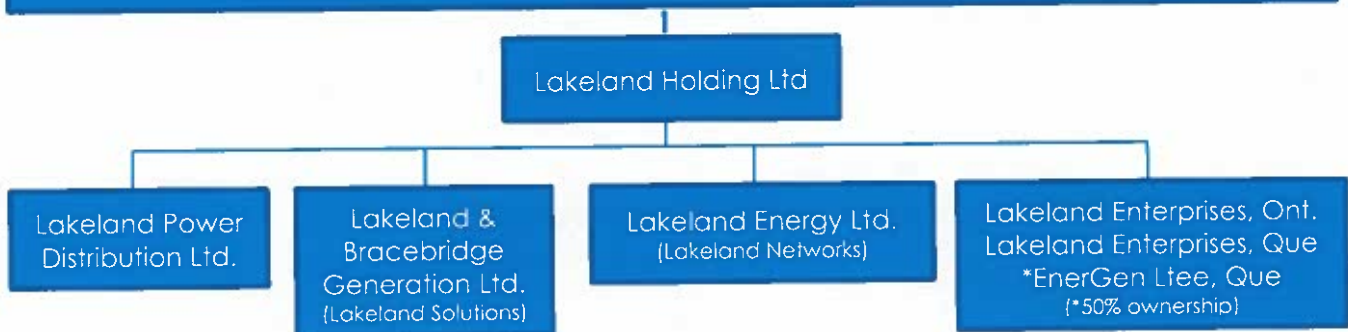
A handwritten signature in black ink, appearing to read "U. Litschko", is positioned above a horizontal line.

Chris Litschko, CEO

Appendix "A"

2025 Q1 Shareholder Update

Municipal Shareholders: Bracebridge, Huntsville, Parry Sound, Burks Fall's, Magnetawan, Sundridge



The Ice Storm that occurred on March 28-29 had a major impact on our company and possible financial position moving forward. Generation operations were halted due to grid failures, causing revenue losses.

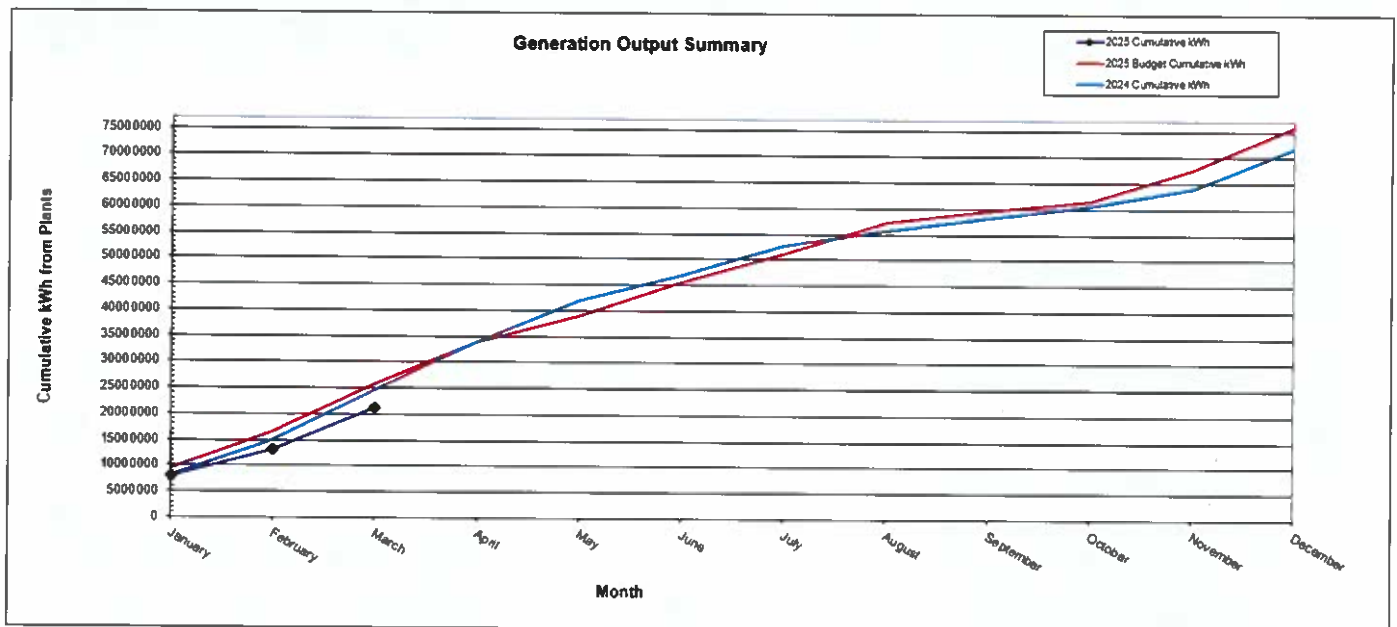


Our fibre network experienced over 140 service interruptions that required repairs, leading to additional expenses. Power outages affected 7,600 customers, further adding to the costs. On March 30th, I reached out to the CEOs of the Distribution community, who responded promptly, and we received assistance from Oakville, Enova (Kitchener/Waterloo), North Bay, Burlington Hydro, K-Line Construction and other subcontractors for a week. Despite extensive damage, no injuries were reported, showcasing our team's dedication to safety and professionalism. Also, on the 30th, the District of Muskoka declared a State of Emergency. As of now, it has been indicated that utilities are not eligible for government funding relief. Insurance informed us that poles and wires are not covered under our policy, with coverage limited to large equipment extending from transformer stations up to 1000 feet. We will assess the total costs incurred and apply for a Z-Factor (if a utility experiences an unforeseen event (typically damaging storms) that impacts their financial sustainability, they can apply for cost recovery through an OEB rate mechanism called the "Z-Factor" application). This situation has had considerable impact on our finances, so we are taking measures to preserve our cash position for ongoing operations and reviewing mitigation strategies.

A third party conducted a penetration test for cyber security. Vulnerabilities were addressed according to their severity, and 15-character minimum passwords were implemented across Lakeland.

Networks gained 203 new fiber customers, reaching a total of 8,501 with 47% market penetration. Competitors' door-to-door sales spurred improved marketing strategies, including an internal Revenue Stream workshop that has prepared Lakeland to introduce new products and services aimed at reducing churn and expanding our customer base.

Due to extended cold periods causing ice buildups and power outages, the Generation company only reached 86% of its quarterly budget. This year's spring freshet is prolonged as warmer weather arrives more gradually, providing longer periods of water availability for generation into Q2. Crews maintained operations during the extended cold snap and assisted during the ice storm.

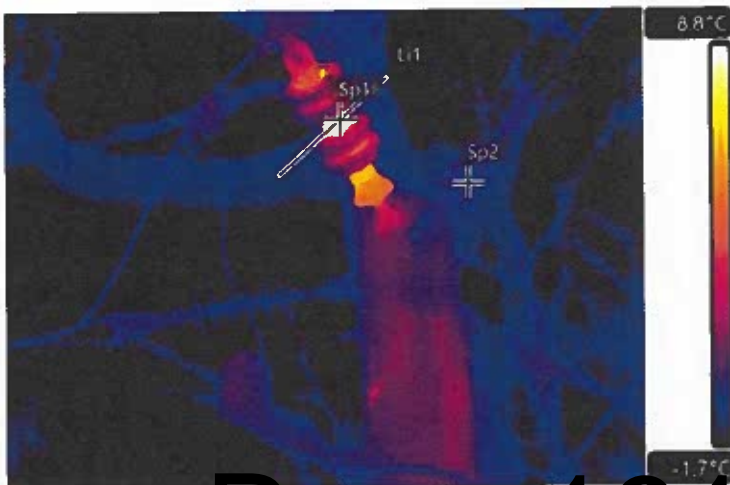


The CPR dam rebuild in Parry Sound is delayed to at least 2026 due to property, permits, and engineering challenges. We are also exploring the purchase of more generation plants and other projects with Quebec partners to expand our portfolio.

The EV charging network consists of 16 stations and 58 plugs, with at least one site in each shareholder municipality. The Lakeland EV Charging brand is attracting new business opportunities with plans underway to upgrade lighting, cable retractors, and offer credit card readers. Solutions have also been awarded 65% Federal funding from ZEVIP, following a Board-approved business case to expand the network with an additional 17 sites stretching from South River to Orillia and Parry Sound to Bancroft.

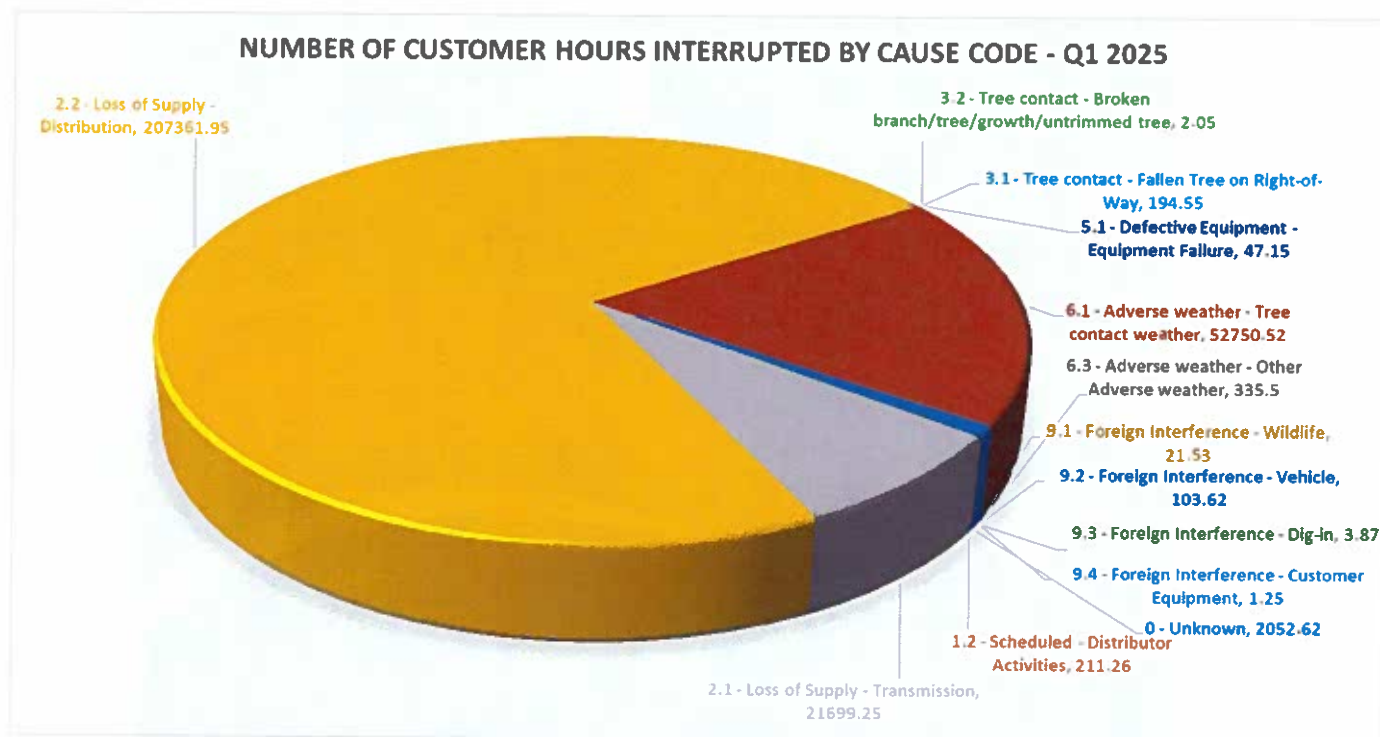


In the first quarter, 27 new Power customers joined, making the total number of customers 14,866. The Ontario Energy Board is examining our Cost of Service application, which could lead to a rate decrease of



Insulator degradation found during infrared scan

over 2% for average homeowners starting with May 1, 2025, consumption. We are allowed a fixed rate of return and since we have increased our efficiency, we are able to pass these savings on to our ratepayers. Customer satisfaction survey scores have risen from 75% in 2023 to 84%, thanks to better communication strategies. Maintenance teams focused on infrared hotspot maintenance to reduce outages. Over the past year, customers faced an average of 0.71 outages, totaling 2 hours and 50 minutes.



On a consolidated basis, Lakeland allocated \$1.5 million towards capital improvements and expansion investments during the first quarter.



Magnetawan Community Centre Board (MCCB)

Meeting Minutes

Wednesday April 23, 2025

9:00 am

**Magnetawan Community Centre
4304 Highway 520, Magnetawan**

Committee members in attendance:

Chair Garfield Robertson
Vice Chair Mark Langford
Councillor Brad Kneller
Maria Dunnett
Garry Johnston
Harvey Sohm
Martina Winstone

Staff members in attendance:

Deputy Clerk Laura Brandt (Secretary)

OPENING BUSINESS

1.1 Call to order

The meeting was called to order at 9:00 am

1.2 Adoption of the Agenda

RESOLUTION 2025-05 Winstone-Johnston

*BE IT RESOLVED THAT the Magnetawan Community Centre Board adopts the agenda for this regular meeting of Wednesday April 23, 2025.
Carried.*

1.3 Disclosure of Pecuniary Interest

Chair Robertson 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.

1.4 Adoption of Previous Minutes

RESOLUTION 2025-06 Kneller-Dunnett

*BE IT RESOLVED THAT the Magnetawan Community Centre Board adopts the minutes from the committee meeting of Wednesday February 05, 2025, as copied and circulated.
Carried.*

ITEMS BROUGHT FORWARD

2.1 2024 Revenues

The Secretary advised the Committee that the 2023 and 2024 Revenues were included in the agenda package and that even though the Magnetawan Community Centre & Pavilion rental revenues were down in comparison to 2023 the Ahmic Harbour Community Centre rental revenues were up which resulted in a total close to the same as in 2023.

2.2 Verbal Update 2025 Budget

The Secretary advised the Committee that the Municipal Budget was passed at the last meeting of Council on Wednesday April 16th. The Secretary advised the Committee that all items that were requested by the Committee were approved except for the commercial dishwasher for the Ahmic Harbour Community Centre. The Secretary further advised the Committee that Staff will continue to actively source grant funding for the dishwasher and any applicable projects to help offset costs.

2.3 Verbal Update Magnetawan Community Centre Projects

The Secretary advised the Committee that the annual inspection of the hood and gas appliances has been completed and there were no reported issues.

The Secretary also advised the Committee that a new microphone system has been purchased with the capability of running 8 microphones at once with background music. So far the new microphones have been working much better than the previous microphone system.

The Secretary further advised the Committee that Committee Member Langford and Parks and Maintenance Manager have met about the seal on the old bar fridge, and they have devised a plan to rectify the old seal. The Secretary also advised the Committee that the Magnetawan Ridge Runners Snowmobile Club have donated a large thermos for use at the Community Centre and it will be a welcome addition as it is larger than any of the thermoses the Centre currently has.

The Secretary further advised that the Mayor had brought forward to the CAO/Clerk at the Family Day Event hanging historical pictures on the walls of the Community Centre. The Committee discussed this project at length as it had previously been before the Committee and did not move forward as the Committee did not feel that it was a good idea. The Committee once again defeated moving forward with this project due to valid safety concerns of having pictures knocked off the wall which would result in broken glass and damage during functions and programming. Also displaying photos would deter rentals from prospective brides and grooms as typically weddings prefer a white wall for a decorating background. Committee members also brought forward concerns about how you would pick one photo over another photo and displaying photos could result in conflict or the appearance of unfairness.

Councillor Kneller advised the Committee that he had brought to the attention of the CAO/Clerk that there was only a First Aid Kit located in the Kitchen of the Community Centre. The Secretary advised the Committee that a new secondary kit had been

installed by the fire exit so that even if the kitchen is locked a first aid kit can be accessed.

2.4 Verbal Update Lion's Pavilion Projects

The Secretary advised the Committee that the Parks and Maintenance Manager is in the process of having a propane furnace installed instead of oil.

The Secretary further advised the Committee that Council approved the 20 new tables in the budget and that they should be arriving before the Lions Pickerel Fry as well as the painting of the washrooms and changeroom has started and should be completed by next week.

The Secretary also advised the Committee that Trans Canada Trail Grant Funding will be utilized to purchase some accessible benches and picnic tables to be placed near the trail head.

Committee Member Sohm brought to the Committees attention that the cement near some of the footings closest to the Community Centre need repairing.

The Secretary advised the Committee that she will forward this on to Staff to have it repaired. The Committee further discussed the outstanding repair on the stairs leading to the Pavilion which will involve the removal of the railing and crane to fix the stone/rock step and then the remounting of the railing and are awaiting on Vice Chair Langford to complete.

2.5 Verbal Update Ahmic Harbour Community Centre

The Secretary advised the Committee that rentals have increased at the Ahmic Harbour Community Centre and that currently a volunteer is running Tai Chi free of charge once a week at the Community Centre.

The Secretary also advised the Committee that currently the digital sign is not working as the hard drive on the computer needs to be replaced and Staff are working on getting this rectified as soon as possible.

2.6 Time Capsule – Picture of the Committee

The Secretary advised the Committee that this year marks 25 years that the time capsule has been buried and that plans were underway to retrieve the time capsule and have its contents on display at our Canada Day Celebrations. The Secretary asked the Committee if any Committee members may have any suggestions about what the Committee could submit to include in the new capsule. The Secretary suggested that a picture of the Committee be included.

Vice Chair Langford advised the Committee that this year also marks the 25-year anniversary of the Magnetawan Lions Chapter and asked if the time capsule contents could also be displayed at the Pickerel Fry in July. The Secretary will follow up with this request and advise the Committee at the next meeting.

ADJOURNMENT

3.1 Confirm the Proceedings of Committee and Adjourn

RESOLUTION 2024-06 Lanford-Sohm

BE IT RESOLVED THAT the Magnetawan Community Centre Board adjourns this meeting at 9:27 am to meet again on June 11, 2025, at 9:00 am or at the call of the Chair.

Carried.

Approved by:

Chair

Secretary

DRAFT



**Magnetawan Economic Tourism Committee (METC)
Meeting Minutes
April 30th 2025**

The meeting of the METC was held on Wednesday, April 30th 2025, 10:00 am at the Ahmic Harbour Community Centre with the following present:

Rachel Sullivan (Chair) - Participated electronically
Angela Ramsay (Vice Chair)
Joan Lewis
Rob Ross
Dave Antle
Brenda Fraser
Francine Yolkowskie - Participated electronically
Ken Mihan
Erica Kellogg (Secretary)

OPENING BUSINESS

1.1 Call to Order Meeting was called to order by the Chair at 10:00 am.

1.2 Adoption of the Agenda

RESOLUTION 2025-18 Ramsay - Mihan

BE IT RESOLVED THAT the Magnetawan Economic Tourism Committee adopts the agenda as presented.
Carried.

1.3 Adoption of Previous Minutes

RESOLUTION 2025-19 Lewis - Ramsay

BE IT RESOLVED THAT the Magnetawan Economic Tourism Committee approves and accepts the Magnetawan Economic Tourism Committee Minutes from the March 6th and March 26th, 2025 meeting as presented.
Carried.

DISCUSSION ITEMS

2.1 Welcome and Introduction of New METC Members

The Chair welcome and thanked new METC Members for putting their name forward to join the Committee. New Members combined with current serving Members create a fulsome Committee with diverse skills. Newly appointed Members had an opportunity to share with the Committee a little about themselves and why they decided to join the Committee.

2.2 Focus Group Wall Presentation – Priority Results

The Chair discussed the Stakeholder Engagement sessions along with the five priorities that resulted from the event. Each of the five priorities were discussed at length and Members identified which of the five priorities they would like to research. Members will bring forward at a future meeting additional information about each priority to facilitate further discussion.

Music Festival – Francine and Rachel

Food Truck Festival – Angela and Brenda

Locks/Visitor Information Centre – Joan and Erica

Tag Line – Ken and Erica

Member Antle would like to explore communication gaps and report back to the Committee at a future meeting. Member Ross requested to work on this project and both have agreed to discuss further.

ADJOURNMENT

3.1 Adjournment

RESOLUTION 2025-20 Ramsay - Antle

BE IT RESOLVED THAT the Magnetawan Economic Tourism Committee adjourns this meeting at 12:00 pm, to meet again June 11th, 2025 at 2:00 pm.

Carried.

Approved by:

Chair Rachel Sullivan

Secretary Erica Kellogg



705-382-2900
www.almaguin-health.org

Minutes: May 1, 2025 at 10:00 am via Zoom and at the Township of Perry Municipal Office.

Present: Rod Ward (Chair), Vicky Roeder-Martin (Vice- Chair), Delynne Patterson, Margaret Ann MacPhail, Norm Hofstetter, Sean Cotton, Jim Ronholm, Tom Bryson, Ashley Soundy (Secretary)

Regrets: Brad Kneller, Shawn Jackson, Cheryl Philip

Guest: David Gravelle, Shelly van den Heuvel, Courtney Metcalf, Sandy Zurbrigg

Called to order at 10:01 am by Chair R. Ward

1. 2025-11 Moved by Jim Ronholm - Seconded by Vicky Roeder-Martin
THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council adopt the minutes from the regular meeting of March 6, 2025, as circulated. Carried.

2. **DECLARATION OF PECUNIARY OF INTEREST:** None

3. **DELEGATIONS:**

- a) **Nicole Porter, Public Education Coordinator, Alzheimer Society of Muskoka**

Nicole provided Council with a brief introduction and presentation on the Dementia-Friendly Community initiative. She outlined the program's goal of raising awareness and developing shared educational resources to support dementia-friendly practices. While the initiative has national roots, it is being implemented locally, with a focus on adapting practices to meet the needs of individual municipalities, organizations, and communities at the provincial and regional levels. The core objective is to foster a community that is aware of dementia and knows how to interact appropriately and compassionately with those living with the condition.

Nicole shared information on the four main types of Alzheimer's, noting that there are over 100 types of dementia in total, and highlighted the growing number of Canadians affected by the disease along with common traits and symptoms of the disease. She also reviewed several medical conditions that can mimic dementia symptoms but are treatable and temporary. She emphasized that while there is currently no cure, early intervention and preventative measures are critical. The main focus is on setting individuals up for early prevention and care.

Part of the presentation promoted the website findingyourwayontario.ca, which provides resources such as identification kits and information on programs that support individuals with dementia, their care partners, families and first responders. The "Finding Your Way" program aims to raise awareness about the risk of individuals with dementia going missing, help communities prepare for such incidents, and support the safe and inclusive living of those with dementia. It was noted that approximately 60% of individuals with dementia-related memory issues become lost at some point.

Council inquired about the most effective locations for sharing resources with the public, such as libraries, doctors' offices, and municipal buildings. Discussion also included potential venues for hosting information sessions or seminars. It was noted that nearly 99% of the services offered by the Alzheimer Society of Muskoka are provided free of charge.

4. RESOLUTIONS PASSED:

2025-12 Moved by Norm Hofstetter – Seconded by Delynne Patterson
THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council agrees to reimburse the Village of Burk's Falls in the amount of \$271.20 for the annual Vistaprint website service fee. Carried

5. ITEMS FOR DISCUSSION

a) Action Item Follow up – April:

S. Cotton provided an update on the investigation into conducting a full engineering study for the 150 Huston Street building. The CAO of Burk's Falls is currently obtaining quotes for the study and has received two to date. Once all quotes have been received and reviewed, they will be brought forward to the Almaguin Highlands Health Centre (AHHC) Committee for consideration. The committee will then pass a resolution to present the information to their respective municipal councils for further review.

There was discussion on how best to present the quotes, with concern that offering multiple options may hinder progress—potentially resulting in underfunding or overfunding of certain aspects. As such, committee members were advised to present a single recommended option to their councils for consideration.

The discussion also included potential funding sources for the required study and repairs, including the use of Local Share funding. It was also noted that some municipalities passed resolutions which specifically separated Local Share contributions from "Almaguin-focused" contributions (the so-called 80-20 split), while others did not specify. Questions were raised regarding who should be responsible for decisions on Local Share allocations. It was agreed that this matter would be deferred to the upcoming Clerks/Treasurers meeting, as the AHHC Committee's role is to provide recommendations, not make funding decisions. The committee agreed to await the results of the engineering study before determining next steps.

b) Open discussion regarding all potential Healthcare facilities and services in the Almaguin Highlands

R. Ward presented slides outlining the property recently purchased by Armour Township for the future development of a Fire Hall. The presentation included a preliminary layout and conceptual development plan for the site. In addition to the Fire Hall, there is interest in collaborating with a potential investor on the development of a health and wellness centre. This initiative is currently in the early planning stages.

The slides featured conceptual designs prepared by Greystone, showcasing possible future uses of the property to meet evolving community needs. These concepts are intended for discussion and feedback only. The proposed vision includes enhancing local services by adding community-based health and wellness programs that could complement existing healthcare services and align with the MAHC redevelopment plan.

Discussion followed regarding possible uses of the health and wellness facility and the types of services that could be introduced to benefit all area residents. It was noted that the Dementia-Friendly Community Initiative is actively seeking space to host senior-focused programs such as day programs that support aging in place. Other potential programs and services were also considered.

Council members raised questions about the implications for other municipalities, possible rental arrangements, ownership as a private facility, and projected timelines. Funding models, including potential municipal contributions for service delivery, were also discussed. Clarification was requested regarding how such funding arrangements might work. Suggestions were made to continue evaluating the project with a focus on efficiency and adaptability, recognizing that community needs will evolve over time.

c) Planning for Almaguin Highlands Health Care Summit with MAOHT

R. Ward provided an update on the proposed summit focused on exploring the future of healthcare facilities and identifying opportunities to integrate with MAHC – Satellite Services. The intent of the summit is to assess how existing facilities can be leveraged to support satellite service delivery.

Key questions discussed included the timing of the summit, who should be invited, how it should be facilitated, and how to ensure its effectiveness. R. Ward has reached out to the Muskoka Almaguin Ontario Health Team (MAOHT) to request inclusion on their agenda and to highlight AHHC's interest in exploring options and receiving feedback.

Council engaged in a discussion regarding the need to focus the summit's agenda, define the vision and criteria for the initiative, and determine which municipalities should be involved. Council members agreed on September 2025 as a tentative target date for hosting the summit. It was also noted that there is already interest in the event.

At this stage, no concrete plans have been finalized, and efforts are currently focused on gathering information from healthcare providers. Further details will be shared as planning progresses.

d) Other Business

S. Zurbrigg stated that the Patient Family Caregiver Partners Advisory Committee (PFCPAC) is still looking for new members and encourages people to apply.

A. Soundy, Secretary for AHHC, will be stepping down effective the June 5 meeting. However, she has offered to assist with the July meeting if needed. Council is encouraged to share this opportunity with individuals who may be interested in taking on the role. A brief discussion took place regarding potential candidates to fill the position.

ACTION ITEM LIST:

- Council members are asked to share the opportunity with individuals who may be interested in taking on the role of Secretary for the AHHC.

6. ADJOURNMENT

2025-12 Moved by Delynn Patterson - Seconded by Vicky Roeder-Martin
THEREFORE, BE IT RESOLVED THAT the Almaguin Highlands Health Council adjourn at 12:00 pm to meet again on June 5, 2025 at 10:00 am at Perry Township. Carried.

April 16, 2025

The Honorable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Re: Motion regarding Opposition to Expansion of Strong Mayor Powers

At their Regular Meeting of Council on April 16, 2025, the Council of the Town of Aylmer endorsed the following resolution:

WHEREAS the Ontario government has proposed expanding the "strong mayor" powers to 169 additional municipalities under the proposed legislation, which would grant mayors in these municipalities more authority, particularly concerning the control of municipal budgets and planning decisions;

AND WHEREAS this proposal has raised significant concerns regarding the centralization of power, erosion of local democracy, reduced accountability, and the potential for the abuse of power;

AND WHEREAS the proposed expansion of strong mayor powers undermines the collaborative nature of municipal governance, and diminishes the role of elected municipal councillors in representing the diverse interests of the community;

AND WHEREAS concerns have been raised about the negative impacts on public trust, democratic participation, and municipal decision-making processes, if mayors are given the ability to bypass council decisions without adequate consultation or oversight;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of Aylmer opposes the expansion of Strong Mayor Powers;

AND THAT the Council formally expresses its opposition to the Ontario government's proposal to expand Strong Mayor Powers to preserve local democracy, transparency, and accountability;

FURTHER BE IT RESOLVED THAT a copy of this motion be forwarded to the Ontario Premier, the Minister of Municipal Affairs and Housing, all Ontario municipalities, as well as the Association of Municipalities of Ontario (AMO) for further action.

Thank you,

Owen Jaggard

Director of Legislative Services/Clerk | Town of Aylmer

46 Talbot Street West, Aylmer, ON N5H 1J7

519-773-3164 Ext. 4913 | Fax 519-765-1446

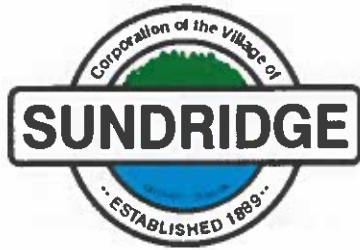
ojaggard@town.aylmer.on.ca | www.aylmer.ca

CC:

Hon. Rob Flack rob.flack@pc.ola.org

Association of Municipalities of Ontario resolutions@amo.on.ca

All municipalities



P.O. Box 129, 110 Main Street, Sundridge, Ontario, P0A 1Z0

Telephone (705) 384-5316

Fax (705) 384-7874

Email: admin@sundridge.ca

Village of Sundridge Council Resolution

April 23, 2025

Item (9.10)

Advocacy for Increased Seniors and Aged Care Housing

Resolution# 2025-113

Moved By: Luke Preston

Seconded By: Fraser Williamson

WHEREAS the Province of Ontario is experiencing a growing senior population, placing increasing pressure on existing aged care and supportive housing options;

AND WHEREAS the Village of Sundridge and surrounding municipalities are facing a critical shortage of seniors and long-term care housing, with extensive waitlists and a lack of available options to meet current and future needs;

AND WHEREAS aging in place and access to appropriate care are vital to the well-being and dignity of older adults, especially in rural and northern communities;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Village of Sundridge formally urges the Province of Ontario to recognize the current crisis in seniors housing and aged care;

AND FURTHER THAT the Province be called upon to:

- Increase investments in the development of new seniors and aged care housing;
- Support the expansion of existing facilities and programs;
- Provide targeted funding and planning support for rural and small municipalities to meet local demand;
- Work collaboratively with municipalities, service providers, and stakeholders to develop long-term, sustainable solutions.



P.O. Box 129, 110 Main Street, Sundridge, Ontario, P0A 1Z0

Telephone (705) 384-5316

Fax (705) 384-7874

Email: admin@sundridge.ca

AND FURTHER THAT this resolution be forwarded to:

- The Premier of Ontario
- The Minister of Long-Term Care
- The Minister of Municipal Affairs and Housing
- Local MPP(s)
- The Association of Municipalities of Ontario (AMO)
- All municipalities in Ontario for their support.

Recorded Vote	For	Against	Abstain
Jackson, Shawn	x		
Preston, Luke	x		
Smith, Sharon	x		
Williamson, Fraser	x		
Leveque, Justine	x		
CARRIED			



The Corporation of the Township of Otonabee-South Monaghan

April 29, 2025

Via Email: premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

Re: Proposal to End Daylight Savings Time in Ontario

Please be advised that the Council of the Township of Otonabee-South Monaghan at its meeting on April 28th, 2025 passed the following resolution:

R107-2025

Moved by Councillor Terry Holmes
Seconded by Councillor Mark Allen

Whereas Ontario already has the legislative framework to end the antiquated practice of Daylight Saving Time (DST), as per the Time Amendment Act of 2020: But New York has delayed us for over 4 long years.

And Whereas the Case for Ending DST immediately pertains to clear and present Health and Public Safety concerns: Clock shifts spike heart attacks, accidents, and stress, per the Canadian Society for Chronobiology. Kids lose focus, domestic violence rises, and vulnerable folks—mentally ill, homeless, addicts—face unnecessary strain and relapse risks. Indigenous health gaps deepen as DST clashes with traditions. Standard Time aligns with nature, easing healthcare burdens and healthcare costs.

And Whereas ending DST is a clear and permanent assertion of the economic independence of Ontario: Our new, post tariff economic reality exposes the reliance on New York for our internal policy as outdated. Ontario should look out for Ontarians, and

our sovereignty must be asserted. Quebec already considers the change; so 15 million Ontarians should not continue to wait on NY. Businesses will adapt; citizens will gain stability. Over 100,000 petition voices and 70% of Ontarians agree. Ontario must take the lead, and hopefully NY can eventually follow our lead for the good of their own people.

Therefore be it resolved that we request staff to distribute this communication to all the Municipalities, Chiefs & Councils of Ontario in addition to the Premier of the Govt. of Ontario and urge the Premier to:

1. Amend the Time Amendment Act 2020 to drop New York's contingency, effective immediately.
2. Set permanent Standard Time (EST) from November 2, 2025.

CARRIED.

Yours truly,
Township of Otonabee-South Monaghan



Liz Ross
Deputy Clerk

Sent via Email:

Honourable Doug Ford, Premier of Ontario, premier@ontario.ca
Municipalities of Ontario

WE'VE UPDATED OUR NAME!



**Muskoka
Almaguin**
ONTARIO HEALTH TEAM

***Still MAOHT. Still building
better care together, closer
to home.***

Our new name better reflects the communities we proudly serve across Muskoka and the Almaguin Highlands—and reinforces our commitment to building a more connected, collaborative health system across the region.

MAOHT.CA

Laura Brandt

From: Kim Jones <kim@nearnorthcrimestoppers.com>
Sent: April 16, 2025 6:06 PM
To: Laura Brandt
Subject: RE: 27th Annual Near North Crime Stoppers Golf Tournament

This is wonderful Laura, thank you. We truly appreciate the support from the municipality of Magnetawan.
Kind regards,

Kim Jones

Executive Director
Near North Crime Stoppers
705-497-5555 – office
705-303-4426 - cell
kim@nearnorthcrimestoppers.com



From: Laura Brandt <lbrandt@magnetawan.com>
Sent: April 16, 2025 6:03 PM
To: kim@nearnorthcrimestoppers.com
Cc: Kerstin Vroom <Clerk@magnetawan.com>
Subject: 27th Annual Near North Crime Stoppers Golf Tournament

Good Evening Kim

Please find attached our Hole Sponsorship Form as well as the motion that was passed at todays Council.

Our cheque will be forth coming

Have a great day

Laura

Laura Brandt, Deputy Clerk Recreation and Communications
Municipality of Magnetawan | PO Box 70 | 4304 Highway 520 | Magnetawan, ON POA 1P0
Phone 705-387-3947 ext. 1002 | Fax 705-387-4875 | lbrandt@magnetawan.com

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After subscribing make sure to confirm your subscription through the confirmation email.
<https://magnetawan.com/join-our-mailing-list>

T O D A Y
AND
*Always*TM
by american greetings 

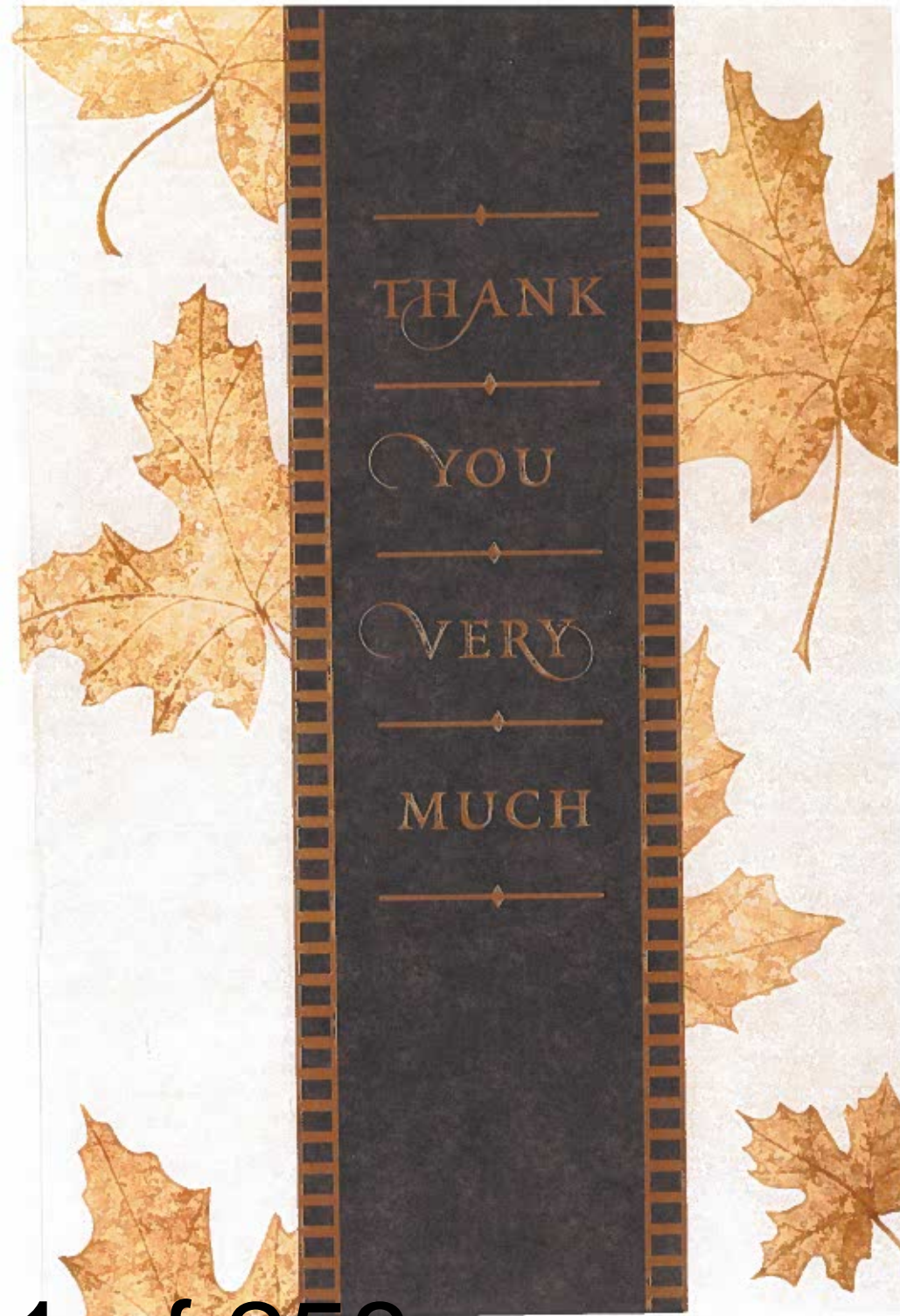


\$1.00 TDTY06914304S

AMERICAN GREETINGS CLEVELAND, OHIO 44145

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EVEN THOUGH
YOU DIDN'T HAVE TO DO IT,
YOU DID IT ANYWAY.
AND IT WAS
MUCH APPRECIATED.

Thank you so very
much for the beautiful
plaque and very kind
words. You will never
know how much it
means.

Thank you so much
Don't know where you
obtained all the information

Mary Jane
Thank you also for
the bouquet of beautiful
tulips

**Ministry of Tourism,
Culture and Gaming**

Assistant Deputy Minister
Tourism and Culture Division
5th Flr, 400 University Ave
Toronto ON M7A 2R9
Tel. 416 314-7262

**Ministère du Tourisme,
de la Culture et des Jeux**

Sous-ministre adjointe
Division du tourisme et de
la culture
5e étage, 400, av. University
Toronto ON M7A 2R9
Tél. : 416 314-7262



April 17, 2025

Laura Brandt
Deputy Clerk
The Municipality of Magnetawan
4304 Hwy 520
Magnetawan, ON P0A1P0
lbrandt@magnetawan.com

Dear Ms. Brandt:

Re: **Case Number: 2024-12-1-3029782099**
Summer Employment Opportunities Program 2025

I am pleased to inform you that your organization has been approved for a Summer Employment Opportunities Program grant to hire one (1) Heritage Museum Information Attendant for the summer of 2025. You will be receiving a grant in the amount of \$3,741.00 in one instalment.

By signing and submitting the Ministry's application form, you agreed to the general terms and conditions of this grant. As an employer, you are required to adhere to the *Employment Standards Act, 2000*, including paying no less than the minimum wage. For requirements around hiring your summer student(s) and reporting on the grant, please refer to the Summer Employment Opportunities Program Guidelines.

Joel Gauthier is the Regional Development Advisor assigned to your file. If you have any questions regarding your case, Joel can be reached at (705) 690-2833 or by e-mail at Joel.C.Gauthier@ontario.ca.

Congratulations and best wishes for success.

With kind regards,

A handwritten signature in black ink, appearing to read "K. Gatten".

Katherine Kelly Gatten
Assistant Deputy Minister
Tourism and Culture Division

April 14, 2025

Laura Brandt
Municipality of Magnetawan
4304 Hwy #520
Magnetawan, Ontario
POA 1P0

50% of wages for two
students from June 29th
to September 7th
25 hours / week for 8 weeks.

Object: YEP2025: Municipality of Magnetawan, 108151

Dear Laura Brandt,

I am pleased to inform you that the Municipality of Magnetawan has been approved for the National Trail Youth Employment Program, part of our Trail Builders of Tomorrow Initiative. The number of funding requests far exceeded the funds available, and as a result, your project will be funded to a maximum of \$3,500.00.

To obtain reimbursement, the following conditions apply:

- There will be a one-time reimbursement upon acceptance of a Final Report at the end of the employment term
- Youth employee(s) must be aged 15-30 (inclusive)
- Youth must complete a survey at the end of their employment period

We encourage all employers to hire youth who face barriers to employment, for example Indigenous youth, new Canadians, 2SLGBTQI+, and youth who live in rural areas.

A Contribution Agreement will be sent to you shortly and will include expectations and requirements. If you have any questions, please contact Zhibek Abdyramanova at zabdyramanova@tctrail.ca.

On behalf of TCT staff and Board of Directors, I wish you the very best on your trail project.

Sincerely,

Trisha Kaplan

Trisha Kaplan
Director, Trail Inclusion Initiatives

Laura Brandt

From: donotreply@otf.ca
Sent: April 16, 2025 11:56 AM
To: Laura Brandt
Subject: News about your OTF grant application

Exercise classes 4 times a
week plus a gym fit for
8 weeks - for 3 years

Thank you for submitting an application GW139227 to the Ontario Trillium Foundation (OTF) for the Grow grant stream.

Adult Dance classes twice a

Your grant application has been carefully reviewed, and we regret to inform you that your request for funding has been declined. OTF would like to support all the worthwhile requests submitted, however, far more proposals are received than can be funded.

week + Childrens dance

- Contact the OTF Support Centre at 1 800 263-2887 or otf@otf.ca
- Speak with a Program Manager by [booking a coaching call](#)

Classes twice a week,

supplies, music - ...

For information about upcoming deadlines, application resources and supports, visit the [OTF website](#).

for three years

We appreciate the time and effort that went into the application and wish you the very best with the important work you do in your community.

LANDFILL NOTICE

**MUNICIPAL LANDFILLS WILL SWITCH TO SUMMER HOURS
STARTING SATURDAY MAY 17, 2025**

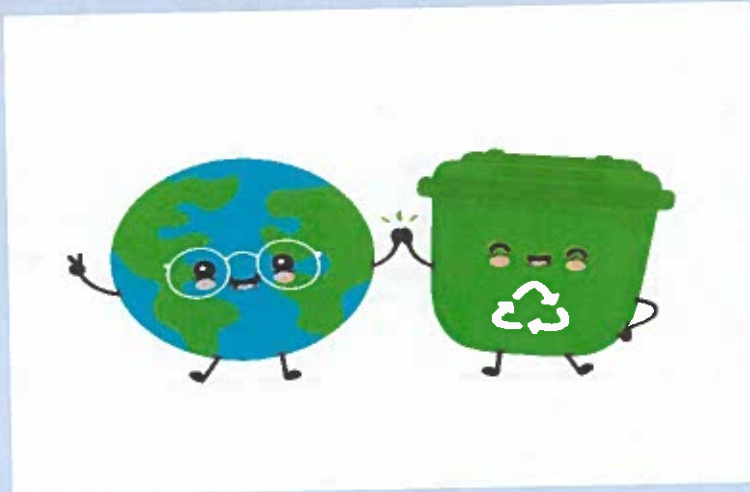
SUMMER HOURS

CHAPMAN LANDFILL OPEN: SUNDAY, MONDAY, SATURDAY

CROFT LANDFILL OPEN: SUNDAY, TUESDAY, FRIDAY, SATURDAY

**A LANDFILL SCHEDULED TO BE OPEN DURING THE SUMMER
MONTHS WILL BE OPEN ON A STATUTORY HOLIDAY**

WINTER HOURS WILL RESUME TUESDAY OCTOBER 14, 2025



**FOR MORE INFORMATION ABOUT MUNICIPAL LANDFILLS AND RECYCLING
PLEASE VISIT OUR LANDFILL AND RECYCLING PAGE ON OUR WEBSITE AT
WWW.MAGNETAWAN.COM**



THE MUNICIPAL OFFICE WILL BE CLOSED

MONDAY MAY 19, 2025

MUNICIPAL LANDFILLS WILL BE OPEN AND SWITCH TO
SUMMER HOURS STARTING SATURDAY MAY 17, 2025

CHAPMAN: MONDAY, SATURDAY, SUNDAY

CROFT: TUESDAY, FRIDAY, SATURDAY, SUNDAY



*The Municipality of Magnetawan would like to
wish everyone a
Safe and Happy Victoria Day!*



ICYMI

In Case You Missed It!

Council Highlights

April 16, 2025



To read the complete minutes, agenda packages and by-laws please visit our website at www.magnetawan.com



Council passed Resolution 2025-97 & 2025-98 donating \$1,000 for the 2025 Magnetawan Fall Fair and \$150 to Crimestoppers for their 27th Annual Golf Tournament.



Council passed Resolution 2025-99 receiving correspondence from the Parry Sound Area Community Business and Development Centre Inc. Council also approved their funding request in the amount of \$1,000. Did you know that the Business Development Centre held 14 loans in the amount of \$1,234,344.09 for businesses located within our Municipality?



Council passed By-law 2025-24 Set Tax Ratios for Municipal Purposes and Levy the Rates of Taxation for the Year 2025. To view the By-law, visit our By-law page on the website under Government! To view the 2025 Budget, visit our Treasury page on the website under Residents! To view the tax rates, visit our Treasury page on the website under Residents!

Council passed Resolution 2025-88 receiving the Procedure for the Placement of Docks on Unopened Road Allowance and Denied the Dock Policy.



GREAT NEWS! Staff applied for grant funding and were successful in their application to the ParticipACTION Community Challenge Grant. The approved project for funding of \$1,500 will offset the cost of Fitness Classes for the Month of June! This project has been made possible in part by the Government of Canada.



That you should check the Fire Rating before you burn. Currently the Municipality does not have a permit system, but you are required to burn according to the By-law!

SAVE THE DATE

The next open public meeting of Council is May 16, 2025, 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: May 14/25

Accounts Payable	Amount
Batch # 2025 - 00037 Cheque Date: 04/10/25 From: 26995 To: 27003	\$ 31,209.85
Batch # 2025 - 00039 Cheque Date: 04/16/25 From: 27004 To: 27007	\$ 9,965.49
Batch # 2025 - 00041 Cheque Date: 04/24/25 From: 27008 To: 27008	\$ 2,463.40
Batch # 2025 - 00042 Cheque Date: 05/02/25 From: 27009 To: 27009	\$ 5,500.00
Batch # 2025 - 00043 Cheque Date: 05/14/25 From: 27001 To: 27068	\$ 179,656.20
Batch # Cheque Date: From: To:	\$
EFT Batch # 2025 - 00044	\$ 15,989.50
EFT Batch # 2025 - 00045	\$ 88,686.10
Cancelled Cheques	\$
Total Accounts Payable	\$ 333,470.54

Payroll

Staff Pay
Pay Period: # 8
All Direct Deposit

\$ 42,141.84

Staff Pay
Pay Period: #

\$

All Direct Deposit

Council Pay

Pay Period: # \$

All Direct Deposit

Pay Period: # \$

All Direct Deposit

Total Payroll \$ 42,141.84

Total for Resolution \$ 375,612.38

Municipality of Magnetawan
List Of Accounts for Approval
Batch: 2025-00037 to 2025-00048

Bank Code - CURR - CURRENT ACCOUNT

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
26995 102552	4/10/2025	THE ENGRAVING SHOPPE 1-4-1000-5018 - COUNCIL - DO 1-1-1100-1102 - HST RECEIVA	MAGNETAWAN LAPEL PIN HSTBIReb Tax Code	1,963.97 216.93	2,180.90
26996 LE034322	4/10/2025	LAKELAND ENERGY LTD 1-4-3800-5012 - STREET - MAC 1-1-1100-1102 - HST RECEIVA	STREELIGHT REPAIR HSTBIReb Tax Code	282.87 31.25	314.12
26997 97085	4/10/2025	MIS Municipal Insurance Services Ltd. 1-4-1000-5018 - COUNCIL - DO 1-1-1100-1102 - HST RECEIVA	BASEBALL INSURANCE HSTBIReb Tax Code	232.63 12.23	244.86
26998 2024CHAPMAN	4/10/2025	OFFICE OF THE PUBLIC GUARDIAN Accrual 1-2-1000-1011 - A/P-PUBLIC TF	CHAPMAN A/C 970 283 02	3,095.00	3,095.00
26999 2024AHMIC	4/10/2025	OFFICE OF THE PUBLIC GUARDIAN AND Accrual 1-2-1000-1011 - A/P-PUBLIC TF	AHMIC A/C 970 240 023	580.00	580.00
27000 2024SPENCE	4/10/2025	OFFICE OF THE PUBLIC GUARDIAN AND Accrual 1-2-1000-1011 - A/P-PUBLIC TF	SPENCE A/C 970 534 023	930.00	930.00
27001 1656714	4/10/2025	PINCHIN LTD. 1-4-4020-5025 - LF - MONITOF 1-4-4020-5020 - LF - MONITOF 1-1-1100-1102 - HST RECEIVA	2025 LANDFILL POST CLC 2025 LANDFILL POST CLC HSTBIReb Tax Code	2,281.46 2,281.47 503.99	5,066.92
27002 2758	4/10/2025	SILVER SCREEN PRINTING 1-1-1100-2057 - A/R - EVENTS 1-1-1100-1102 - HST RECEIVA	LEEKFEST HSTBIReb Tax Code	16,583.53 1,738.79	18,322.32
27003 3072	4/10/2025	SIGNCRAFT CANADA INC. 1-4-2600-2015 - REC - EVENTS 1-1-1100-1102 - HST RECEIVA	LEEKFEST SIGNAGE HSTBIReb Tax Code	428.41 47.32	475.73
27004 A-243177 A-265380 152512	4/16/2025	ENVIRONMENTAL 360 SOLUTIONS LTD. Accrual 1-4-7500-2010 - LOCKS - MATE 1-1-1100-1101 - HST RECEIVA Accrual 1-4-7500-2010 - LOCKS - MATE 1-4-7100-2400 - WHARFS - RE 1-1-1100-1101 - HST RECEIVA 1-1-1100-1102 - HST RECEIVA 1-4-2600-2015 - REC - EVENTS 1-1-1100-1102 - HST RECEIVA	CREDIT HST100%Reb Tax Code MONTHLY TOILET RENTA MONTHLY TOILET RENTA HST100%Reb Tax Code HSTBIReb Tax Code LEEKFEST TOILET RENTA HSTBIReb Tax Code	-31.19 -4.05 173.25 176.30 22.52 19.47 465.86 51.45	-35.24 391.54 517.31
				Payment Total:	873.61
27005 20250028860	4/16/2025	RECEIVER GENERAL FOR CANADA 1-4-3101-2054 - J - RADIO LICE 1-4-7200-2010 - PARKS - MATE	RADIO LICENSING RADIO LICENSING	943.24 314.40	1,257.64
27006 04252025	4/16/2025	JIMMY, MCMURDO 1-4-2600-2400 - REC - PROGR	VOLUNTEER DINNER	1,000.00	1,000.00
27007 37376498	4/16/2025	ORBIS CANADA LIMITED 1-4-4030-2010 - RECY - MATEF	RAIN BARRELS	6,154.46	

Municipality of Magnetawan
List Of Accounts for Approval
Batch: 2025-00037 to 2025-00048

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name	GL Account	GL Transaction Description	Detail Amount	Payment Amount
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	679.78	6,834.24
27008	4/24/2025	SEAN SPADAFORA				
219			1-4-7300-8000 - HALL - CAPITA		2,180.00	
			1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	283.40	2,463.40
27009	5/2/2025	COMARTIN, PATRICIA				
May 2025			1-3-8000-7800 - PLN - PLANNIN		500.00	
			1-1-1100-2049 - A/R - COMART		5,000.00	5,500.00
27010	5/14/2025	ADAMS BROS. CONSTRUCTION LTD.				
179565			1-4-4020-2020 - LF - LATRINE I	LANDFILL MONTHLY TOIL	152.64	
			1-4-4030-2015 - RECY - LATRI	LANDFILL MONTHLY TOIL	152.64	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.72	339.00
180015			1-4-4020-2020 - LF - LATRINE I	LANDFILL MONTHLY TOIL	152.64	
			1-4-4030-2015 - RECY - LATRI	LANDFILL MONTHLY TOIL	152.64	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.72	339.00
				Payment Total:		678.00
27011	5/14/2025	AGRICULTURE FORESTRY CONSTRUCTION INC				
6993			1-4-3214-2070 - DOZ - REPAIR	EQUIPMENT EVALUATION	424.00	
			1-4-3219-2070 - LOADER - REF	EQUIPMENT EVALUATION	424.01	
			1-4-3217-2070 - BH4 - REPAIR	EQUIPMENT EVALUATION	423.99	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	140.50	1,412.50
7016			1-4-3217-2070 - BH4 - REPAIR	BH #4 REPAIR	1,147.03	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	126.70	1,273.73
7082			1-4-3022-3020 - B2 - REPAIRS	BRUSHING/TREE TRIMMI	400.68	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	44.26	444.94
				Payment Total:		3,131.17
27012	5/14/2025	2609614 ONTARIO INC.				
11190			1-4-1200-2010 - ADMIN - OFFIC	SHREDDING	399.55	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	44.13	443.68
27013	5/14/2025	AIG INSURANCE COMPANY OF CANADA				
MAY2025			1-4-8010-1010 - PLN - WAGES	MAY 2025 AD & D INSURA	1.94	
			1-4-1200-1010 - ADMIN - WAGE	MAY 2025 AD & D INSURA	8.40	
			1-4-1300-1010 - TREAS - WAGI	MAY 2025 AD & D INSURA	3.65	
			1-4-2000-1010 - FD - WAGES &	MAY 2025 AD & D INSURA	3.65	
			1-4-2100-1010 - CBO - WAGES	MAY 2025 AD & D INSURA	2.70	
			1-4-3101-1010 - J - WAGES AN	MAY 2025 AD & D INSURA	11.75	
			1-4-4020-1010 - LF - WAGES A	MAY 2025 AD & D INSURA	3.38	
			1-4-7200-1010 - PARKS - WAG	MAY 2025 AD & D INSURA	5.38	
			1-2-1000-1055 - BENEFITS PA	MAY 2025 AD & D INSURA	0.81	41.66
27014	5/14/2025	THE ENGRAVING SHOPPE				
102603			1-4-2600-2400 - REC - PROGR	COMMUNITY IMPROVEME	24.42	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.70	27.12
27015	5/14/2025	AHMIC EXCAVATING LTD.				
2025-280			1-4-3052-4010 - E2 - CONTRAC	APRIL 10/25 SNOW PLOW	356.16	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	39.34	395.50
27016	5/14/2025	BELL CANADA				
4855APR2025			1-4-6250-2050 - FRIENDSHIP C	APRIL 2025 FRIENDSHIP C	66.98	

Municipality of Magnetawan
List Of Accounts for Approval
Batch: 2025-00037 to 2025-00048

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name	GL Account	GL Transaction Description	Detail Amount	Payment Amount
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	7.39	74.37
27017	5/14/2025	Bell Mobility				
538589007MAY			1-4-4020-2420 - LF - LANDFILL	APRIL + MAY LANDFILL SL	41.79	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	4.62	46.41
27018	5/14/2025	BELL MOBILITY INC				
50066875MAY2			1-4-4020-2420 - LF - LANDFILL	TOWER RENTAL-PW & FC	59.89	
			1-4-4030-2420 - RECY - LANDFILL	TOWER RENTAL-PW & FC	59.88	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	13.23	133.00
27019	5/14/2025	BAKER TILLY SNT LLP				
SNT502757			1-4-1300-2200 - TREAS - ACCC	2024 SECOND INTERIM BI	8,904.02	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	983.48	9,887.50
27020	5/14/2025	BECHTEL, DARREN CHADWICK				
230262-001			1-1-1100-1175 - A/R - D BECHTEL	REIMBURSEMENT-PLANN	994.92	994.92
27021	5/14/2025	BURKS FALLS BUILDING CTR				
4300175			1-4-3101-2020 - J - SAFETY SL	SUPPLIES	86.87	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	9.60	96.47
27022	5/14/2025	BROWN, GLENN SMAUEL				
05022025			1-1-1100-2024 - A/R BROWN G	ROAD USE AGREEMENT I	216.53	216.53
27023	5/14/2025	COMWAVE				
399259			1-4-1200-2050 - ADMIN - TELEI	VOIP LINES	57.59	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	6.35	63.94
27024	5/14/2025	CINDY LEGGETT				
APRIL2025			1-4-2600-2400 - REC - PROGR	APRIL 2025 FITNESS CLA:	400.00	400.00
27025	5/14/2025	EXP SERVICES INC.				
882915			1-4-3011-8000 - A - CULVERT/E	BRIDGE #4, RFP 2024-06 I	9,552.15	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	1,055.07	10,607.22
27026	5/14/2025	FISHER'S REGALIA				
56974			1-4-2000-2012 - FD- PREVENT	UNIFORM	149.59	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	16.52	166.11
57076			1-4-2000-2012 - FD- PREVENT	UNIFORMS	471.60	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	52.09	523.69
				Payment Total:		689.80
27027	5/14/2025	FIRE MARSHAL'S PUBLIC FIRE SAFETY				
IN168324			1-4-2000-2012 - FD- PREVENT	PREVENTION MATERIALS	671.17	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	74.14	745.31
27028	5/14/2025	FOWLER CONSTRUCTION COMPANY				
84282			1-4-3031-2010 - C1 - MATERIAL	COLD MIX ASPHALT	3,579.59	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	395.37	3,974.96
27029	5/14/2025	GIN-COR INDUSTRIES				
91565			1-4-3051-2010 - E1 - MATERIAL	TRUCK #28 CHAIN CONVE	1,841.18	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	203.36	2,044.54
91552			1-4-3051-2010 - E1 - MATERIAL	TRUCK #28 INSTALL NEW	685.61	
			1-1-1100-1102 - HST RECEIVABLE	HSTBIReb Tax Code	75.73	761.34
				Payment Total:		2,805.88

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Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
27030	5/14/2025	GRIFFITH BROS SERVICE CTR. LTD			
89353		1-4-3227-2070 - TR27 - REPAIF	TRUCK #27-WINCH SERV	763.20	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	84.30	847.50
27031	5/14/2025	GREER GALLOWAY, A DIVISION OF Jp2g			
44403		1-4-3011-8000 - A - CULVERT/I	BRIDGE #17, RFP 2024-07	13,742.61	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,517.93	15,260.54
27032	5/14/2025	PAUL, JENNY			
APRIL2025		1-4-2600-2400 - REC - PROGR	APRIL 2025 EXERCISE/YC	900.00	900.00
27033	5/14/2025	KIDD'S HOME HARDWARE BUILDING CENTRE			
2964100		1-4-7221-2070 - TR #21 - REPA	SUPPLIES	37.86	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.18	42.04
27034	5/14/2025	KELLOGG ERICA E			
ZONE 7		1-4-1200-1310 - ADMIN - CONF	MILEAGE & REIMBURSEM	673.05	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	74.34	747.39
27035	5/14/2025	LAKE BERNARD BICYCLE REPAIR			
15		1-4-2600-2400 - REC - PROGR	BICYCLE REPAIR	132.00	132.00
27036	5/14/2025	LLOYD BARRY			
JS-122		1-4-3101-2400 - J - BUILDING M	ROADS ELECTRICAL	336.32	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	37.15	373.47
JS-121		1-4-7300-2400 - HALL - REPAIF	PAVILION REPAIR	90.00	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	11.70	101.70
			Payment Total:		475.17
27037	5/14/2025	LANGFORD MARK			
05022025		1-1-1100-1181 - A/R - MARK LA	ENCROACHMENT AGREE	474.51	474.51
27038	5/14/2025	BRANDT, LAURA			
04232025		1-4-2600-2400 - REC - PROGR	VOLUNTEER DINNER+KE	144.01	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.15	147.16
04282025		1-4-2600-2015 - REC - EVENTS	HELIUM LEEKFEST	66.13	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.31	73.44
			Payment Total:		220.60
27039	5/14/2025	MANULIFE FINANCIAL			
MAY2025		1-4-8010-1010 - PLN - WAGES	MAY 2025 GROUP BENEF	576.28	
		1-4-1200-1010 - ADMIN - WAGE	MAY 2025 GROUP BENEF	2,050.37	
		1-4-1300-1010 - TREAS - WAGI	MAY 2025 GROUP BENEF	1,126.01	
		1-4-2000-1010 - FD - WAGES &	MAY 2025 GROUP BENEF	904.15	
		1-4-2100-1010 - CBO - WAGES	MAY 2025 GROUP BENEF	602.29	
		1-4-3101-1010 - J - WAGES AN	MAY 2025 GROUP BENEF	3,482.62	
		1-4-4020-1010 - LF - WAGES A	MAY 2025 GROUP BENEF	1,016.73	
		1-4-7200-1010 - PARKS - WAG	MAY 2025 GROUP BENEF	2,414.61	
		1-2-1000-1055 - BENEFITS PA	MAY 2025 GROUP BENEF	484.19	12,657.25
27040	5/14/2025	MAP SUNDRIDGE			
924376/3		1-4-7218-2070 - TR12 - REPAIF	12 VOLT AUTOMOTIVE ST	310.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.32	345.06
27041	5/14/2025	MINISTER OF FINANCE			
3823042510261		1-4-2500-2010 - PROTECT - PC	MARCH 2025 POLICING S	40,620.00	40,620.00

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Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
27042	5/14/2025	JIM MOORE PETROLEUM			
		Issued to: MACEWEN PETROLEUM INC.			
205861		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	728.81	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	80.50	809.31
205870		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	1,348.28	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	148.92	1,497.20
198689		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	4,664.62	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	515.22	5,179.84
190952		1-4-7300-2024 - HALL - HEATIN	FURNACE OIL	849.97	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	110.50	960.47
190879		1-4-7200-2024 - PARKS - HEAT	FURNACE OIL	513.54	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	56.73	570.27
190958		1-4-7300-2024 - HALL - HEATIN	FURNACE OIL	283.56	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	36.86	320.42
190859		1-4-3101-2021 - J - PREMIUM C	PREMIUM GASOLINE	434.72	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	48.02	482.74
190870		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	534.40	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	59.03	593.43
			Payment Total:		10,413.68
27043	5/14/2025	MOORE PROPANE LIMITED			
158016873		1-4-4020-2024 - LF - PROPANE	PROPANE-CHAPMAN LAN	320.23	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	35.37	355.60
158017012		1-4-7700-2024 - AHMIC - HEAT	PROPANE-50 AHMIC STRI	570.16	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	74.12	644.28
6025838		1-4-7300-2024 - HALL - HEATIN	PROPANE-4304 HWY 520	710.70	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	92.39	803.09
158017098		1-4-3101-2024 - J - HEATING	PROPANE-18 MILLER, BA	1,892.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	209.01	2,101.31
			Payment Total:		3,904.28
27044	5/14/2025	MHBC PLANNING LIMITED			
5036394		1-4-8010-5014 - PLN - GENERA	ZONING HOUSEKEEPING	3,144.70	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	347.34	3,492.04
5036391		1-4-6350-4030 - PROPERTY - F	EMPLOYMENT LANDS	302.23	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.38	335.61
			Payment Total:		3,827.65
27045	5/14/2025	M&L SUPPLY FIRE & SAFETY			
026111		1-4-2000-1410 - FD - VOLUNTE	SCBA TECH TRAINING	407.04	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	44.96	452.00
27046	5/14/2025	NEAR NORTH LABORATORIES INC.			
107954		1-4-4300-2010 - W-SYS - MATE	APRIL 2025 WATER TESTI	132.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.59	146.68
27047	5/14/2025	NORTH BAY PARRY SOUND DISTRICT HEALTH			
MAY2025		1-4-6400-2010 - HEALTH - HEA	MAY 2025 LEVY	4,146.50	4,146.50
27048	5/14/2025	OFFICE OF THE PUBLIC GUARDIAN AND			
2024SPENCE*2 Accrual		1-2-1000-1011 - A/P-PUBLIC TF	SPENCE A/C 970 534 023	500.00	500.00
27049	5/14/2025	ORKIN CANADA CORPORATION			
C-5222433		1-4-7700-2400 - AHMIC - REPA	81 ALBERT ST. ORKIN CA	103.98	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	13.52	117.50

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Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
C-5222498		1-4-6250-2400 - FRIENDSHIP C	73 ALBERT ST. ORKIN CA	61.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.74	67.80
C-5226157		1-4-7300-2400 - HALL - REPAIF	4304 HWY 520, ORKIN CA	326.55	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	42.45	369.00
C-5222464		1-4-3101-2400 - J - BUILDING M	PUBLIC WORKS GARAGE	82.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	9.10	91.53
C-5222463		1-4-4020-2120 - LF - OFFICE	CHAPMAN LANDFILL ORK	49.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.46	54.92
C-5222462		1-4-4030-2120 - RECY - OFFICI	CROFT LANDFILL ORKIN	49.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.46	54.92
			Payment Total:		755.67
27050	5/14/2025	WASTE CONNECTIONS OF CANADA INC.			
7113-00003526		1-4-4010-4010 - GARBAGE - C	APRIL 2025 WASTE COLLI	2,082.22	
		1-4-4030-4012 - RECY - RECYC	APRIL 2025 WASTE COLLI	2,305.70	
		1-4-4020-4022 - LF - RUBBISH/	APRIL 2025 WASTE COLLI	6,748.98	
		1-4-4030-4014 - RECY - RECYC	APRIL 2025 WASTE COLLI	376.51	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,271.70	12,785.11
27051	5/14/2025	GF PRESTON SALES AND SERVICE LTD.			
IN06506		1-4-3031-2010 - C1 - MATERIAL	ASPHALT HOT BOX RENT,	5,783.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	638.76	6,421.79
27052	5/14/2025	RUSSELL CHRISTIE LLP			
63-283-460-1		1-1-1100-1184 - A/R - TAX REG	TAX ARREARS	767.13	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	84.73	851.86
63-283-456-1		1-1-1100-1184 - A/R - TAX REG	TAX ARREARS	241.19	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18.81	260.00
63-283-451-1		1-1-1100-1184 - A/R - TAX REG	TAX ARREARS	936.79	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	95.64	1,032.43
63-283-471		1-1-1100-2049 - A/R - COMART	COMARTIN ROAD ALLOW	47.32	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.23	52.55
63-283-470		1-1-1100-2049 - A/R - COMART	COMARTIN SHORE ROAD	47.17	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.21	52.38
63-283-476		1-4-2100-2210 - CBO - LEGAL I	BETZ	332.27	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.29	365.56
63-283-465-2		1-4-2100-2210 - CBO - LEGAL I	OWENS & THEOBALD	2,162.00	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	238.80	2,400.80
63-283-477		1-4-2100-2210 - CBO - LEGAL I	TOT	187.70	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	20.73	208.43
			Payment Total:		5,224.01
27053	5/14/2025	TOWNSHIP OF RYERSON			
2025-016		1-4-2000-1410 - FD - VOLUNTE	WORKBOOKS	104.91	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.59	116.50
27054	5/14/2025	SDB TRUCK & EQUIPMENT REPAIRS			
13764		1-4-2031-2070 - TR531 - REPAI	SERVICE CALL	691.97	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	76.43	768.40
13751		1-4-2021-2070 - TR521 - REPAI	ANNUAL SAFETY INSPEC	1,525.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	168.48	1,693.87
13768		1-4-3227-2070 - TR27 - REPAIF	TRUCK #27 - MONTHLY IN	3,307.21	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	365.29	3,672.50

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13762		1-4-3222-2070 - TR22 - REPAIF	TRUCK #22-SAFETY INSP	2,605.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	287.74	2,892.80
13763		1-4-3229-2070 - TR29 - REPAIF	TRUCK #29 SAFETY INSP	1,119.36	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	123.64	1,243.00
			Payment Total:		10,270.57
27055	5/14/2025	SLING-CHOKER MFG. (NORTH BAY) LTD.			
110431		1-4-3101-2020 - J - SAFETY SU	SAFETY SUPPLIES	115.87	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	12.80	128.67
27056	5/14/2025	STAPLES BUSINESS ADVANTAGE			
69714067		1-4-7300-2010 - HALL - MATER	OFFICE SUPPLIES	15.98	
		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	91.48	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	2.08	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	10.11	119.65
69885737		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	139.77	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	15.44	155.21
			Payment Total:		274.86
27057	5/14/2025	SPECTRUM TELECOM GROUP LTD			
C1306982		1-4-3101-2053 - J - COMMUNIC	TOWER RENTAL-PW & FC	213.70	
		1-4-2000-2053 - FD - COMMUN	TOWER RENTAL-PW & FC	213.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	47.21	474.60
C1307541		1-4-2000-2053 - FD - COMMUN	TOWER RENTAL-PW & FC	213.70	
		1-4-3101-2053 - J - COMMUNIC	TOWER RENTAL-PW & FC	213.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	47.21	474.60
			Payment Total:		949.20
27058	5/14/2025	ENTANDEM			
506696		1-4-2600-2400 - REC - PROGR	MUSIC LICENSING FEES-I	88.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	9.76	98.15
27059	5/14/2025	SELECTCOM			
0005306780		1-4-1200-2050 - ADMIN - TELEI	MAY 2025 PHONE LINES	730.04	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	80.68	810.72
27060	5/14/2025	SAM'S COUNTRY CLEANING			
1728		1-4-3101-2120 - J - OFFICE	OFFICE MAINTENANCE	81.41	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.99	90.40
1737		1-4-3101-2120 - J - OFFICE	OFFICE MAINTENANCE	81.41	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.99	90.40
			Payment Total:		180.80
27061	5/14/2025	AJ STONE COMPANY LTD			
191018		1-4-2000-7132 - FD - EQUIPME	GAS DETECTOR	1,048.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	115.80	1,164.19
191019		1-4-2000-2010 - FD - MATERIA	PROTECTIVE HOODS	360.23	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	39.79	400.02
			Payment Total:		1,564.21
27062	5/14/2025	TRACKMATICS INC			
43454		1-4-3101-2045 - J - GPS MONIT	ROADS MONTHLY GPS M	540.35	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	59.68	600.03
43507		1-4-2110-2045 - CBO VEHICLE	BUILDING MONTHLY GPS	39.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.38	44.07
43513		1-4-7200-2045 - PARKS - GPS I	PARKS MONTHLY GPS MC	119.06	

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43566		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.15	132.21
		1-4-3101-2045 - J - GPS MONIT	ROADS MONTHLY GPS M	540.35	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	59.68	600.03
			Payment Total:		1,376.34
27063	5/14/2025	TRANS CANADA SAFETY			
64546		1-4-2000-7132 - FD - EQUIPME	GATE VALVE	1,807.42	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	199.64	2,007.06
27064	5/14/2025	D.M. WILLS ASSOCIATES			
28271		1-4-3011-4010 - A - CONTRAC	BRIDGE #8 CONSTRUCTI	508.80	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	56.20	565.00
27065	5/14/2025	WOODRUFF'S TREE AND COTTAGE CARE			
32		1-4-7221-2070 - TR #21 - REPA	REMOVAL OF TREES	1,221.12	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	134.88	1,356.00
21		1-4-3021-4010 - B1 - CONTRAC	TREE REMOVAL - AHMIC	712.32	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	78.68	791.00
			Payment Total:		2,147.00
27066	5/14/2025	Woods, Matthew Philip			
230268-001		1-1-1100-1202 - R/A - M WOOD	DRIVEWAY AGREEMENT	1,000.00	1,000.00
27067	5/14/2025	WURTH CANADA LIMITED			
26354305		1-4-3101-2010 - J - MATERIALS	ROADS SUPPLIES	99.65	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.01	110.66
27068	5/14/2025	ZWIERSCHKE, ROBERT WESLEY			
05052025		1-1-1100-1135 - A/R - ZWIERS	CONSENT-REFUND OWIN	1,303.59	1,303.59
			Total COMPUTER CHEQUE:		228,794.94

ONLINE BANKING

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APRIL 10	4/10/2025	RECEIVER GENERAL			
MAR 15-31/25		1-2-1000-1047 - CPP PAYABLE	MARCH 15-30/2025 PAYR	6,380.58	
		1-2-1000-1048 - EI PAYABLE	MARCH 15-30/2025 PAYR	1,997.51	
		1-2-1000-1049 - INCOME TAX F	MARCH 15-30/2025 PAYR	9,118.81	17,496.90
MAR 15-31/25		1-2-1000-1047 - CPP PAYABLE	MARCH 15-31/2025 PAYR	759.76	
		1-2-1000-1048 - EI PAYABLE	MARCH 15-31/2025 PAYR	339.00	
		1-2-1000-1049 - INCOME TAX F	MARCH 15-31/2025 PAYR	768.10	1,866.86
APR 1-15/25		1-2-1000-1047 - CPP PAYABLE	APRIL 1-15/2025 PAYROLL	6,266.76	
		1-2-1000-1048 - EI PAYABLE	APRIL 1-15/2025 PAYROLL	1,958.83	
		1-2-1000-1049 - INCOME TAX F	APRIL 1-15/2025 PAYROLL	9,014.93	17,240.52
APR 1-15/25		1-2-1000-1047 - CPP PAYABLE	APRIL 1-15/2025 PAYROLL	720.86	
		1-2-1000-1048 - EI PAYABLE	APRIL 1-15/2025 PAYROLL	201.48	
		1-2-1000-1049 - INCOME TAX F	APRIL 1-15/2025 PAYROLL	1,377.22	2,299.56
			Payment Total:		2,299.56
APRIL 15	4/15/2025	MINISTER OF FINANCE EFT			
1-682-935-296 MARCH2025		1-2-1000-1045 - EHT PAYABLE	ACCOUNT PAYMENT	65.19	65.19
		1-2-1000-1045 - EHT PAYABLE	MARCH 2025 EHT REMITT	2,782.44	2,782.44
			Payment Total:		2,847.63
APRIL 16	4/16/2025	ROYAL BANK VISA EFT			

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ONLINE BANKING

Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
23485893		1-4-7221-2070 - TR #21 - REPA	AMSOIL-PARKS SUPPLIES	148.42	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.39	164.81
CA5DAN6Q58I		1-4-7219-2070 - TR13 - REPAIF	AMAZON-VEHICLE LIGHT	193.33	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	21.36	214.69
3086111		1-4-7200-1410 - PARKS - TRAIL	CWAE-WATER SYSTEM C	244.22	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	26.98	271.20
011-1-0014		1-4-2000-2010 - FD - MATERIAL	WING HOUSE-MEETING L	73.62	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.66	80.28
3086084		1-4-7200-1410 - PARKS - TRAIL	WALKERTON CLEAN WAT	641.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	70.81	711.90
215752		1-4-2000-1410 - FD - VOLUNTE	FIRE CONFERENCE MEAL	108.97	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	10.03	119.00
27802B015168E		1-4-2000-1310 - FD - CONFERE	FIRE CONFERENCE ROOI	362.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	40.03	402.46
04012025		1-4-1300-2310 - TREAS - BANK	ANNUAL VISA FEE	12.00	12.00
			Payment Total:		533.46
APRIL 16	4/16/2025	ROYAL BANK VISA EFT			
104DEA83-0002		1-4-2100-2010 - CBO - MATERI	TRAX-BUILDING DEPARTI	170.96	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18.88	189.84
36468		1-4-1200-2130 - ADMIN - COMF	GOTO MEETING-MONTHL	26.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.92	29.38
085970		1-4-3101-1310 - J - CONFEREN	ESSO-OGRA CONFERENC	18.01	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.99	20.00
03032025		1-4-4020-2420 - LF - LANDFILL	ARLO TECHNOLOGIES-LA	10.17	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	11.29
04032025		1-4-4020-2420 - LF - LANDFILL	ARLO TECHNOLOGIES-LA	10.17	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	11.29
82634		1-4-1100-2010 - ELECTION - M.	AMCTO-ELECTION TRAINI	447.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	49.46	497.20
3620MAR25		1-4-4020-2120 - LF - OFFICE	BELL-LANDFILL TELEPHC	113.87	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	12.57	126.44
591659		1-4-1000-1310 - COUNCIL - CO	OGRA-REFUND	-864.96	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	-95.54	-960.50
79814		1-4-3101-2120 - J - OFFICE	NETSPECTRUM-ROADS II	101.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.23	112.94
04022025		1-4-1200-1310 - ADMIN - CONF	ROYAL YORK-OGRA CON	300.00	300.00
82633		1-4-1100-2010 - ELECTION - M.	AMCTO-ELECTION TRAINI	447.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	49.46	497.20
28032025		1-4-1200-1310 - ADMIN - CONF	SURVEY MONKEY-MONTH	100.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.13	111.87
9474644		1-4-2600-2400 - REC - PROGR	AMAZON-PICKLEBALL TAI	99.13	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	10.95	110.08
79404		1-4-1200-2130 - ADMIN - COMF	NETSPECTRUM-CENTENI	106.80	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.79	118.59
			Payment Total:		228.67
APRIL 7	4/7/2025	OMERS EFT			
MARCH2025		1-2-1000-1022 - OMERS PAYAI	MARCH 2025 OMERS PEN	21,177.10	21,177.10
			Total ONLINE BANKING:		66,080.53

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AUTOMATIC WITHDRAWAL

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
APRIL 13	4/13/2025	Hydro One Networks			
8809MAR25		1-4-3101-2030 - J - HYDRO	18 MILLER, NEW GARAGE	594.44	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	75.36	669.80
0309MAR25		1-4-7200-2030 - PARKS - HYDF	18 MILLER, PARKS	201.94	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	25.60	227.54
			Payment Total:		897.34
APRIL 15	4/15/2025	LAKE COUNTRY OFFICE SOLUTIONS INC.			
109101		1-4-1200-2130 - ADMIN - COMF	APRIL 2025 IT SERVICES	3,763.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	415.65	4,178.74
APRIL 15	4/15/2025	MUNISOFT			
2025/26-00562		1-4-1300-2200 - TREAS - ACCC	A/P CHEQUES	549.86	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	60.74	610.60
2025/26-000563		1-4-1300-2200 - TREAS - ACCC	PAYROLL CHEQUES	549.86	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	60.74	610.60
			Payment Total:		1,221.20
APRIL 15	4/15/2025	TOROMONT CAT			
F4068203		1-4-3022-3030 - B2- RENTED E	RENTED EXCAVATOR-BR	14,399.07	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,590.43	15,989.50
APRIL 17	4/17/2025	Hydro One Networks			
5146MAR25		1-4-2000-2029 - FD - HYDRO -	226 SIDERD 15 16 N	28.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.59	31.89
APRIL 20	4/20/2025	Hydro One Networks			
2621MAR25		1-4-2006-2030 - AHMIC STATIC	60 AHMIC ST	47.26	
		1-4-7700-2030 - AHMIC - HYDR	60 AHMIC ST	92.64	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	13.86	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.99	159.75
6780MAR25		1-4-7200-2030 - PARKS - HYDF	6527 HWY 124	29.66	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.76	33.42
			Payment Total:		193.17
APRIL 22	4/22/2025	Hydro One Networks			
3087APR25		1-4-3800-5014 - STREET - AHM	00 HWY 124 AHMIC HARB	50.76	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.43	57.19
APRIL 24/25	4/24/2025	Hydro One Networks			
3189APR25		1-4-3800-5016 - STREET - ROC	14 CONCESSION LOT 18	32.57	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.97	36.54
MARCH 15	3/15/2025	TOROMONT CAT			
F4068202		1-4-3022-3030 - B2- RENTED E	RENTED EXCAVATOR-BR	14,399.07	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,590.43	15,989.50
			Total AUTOMATIC WITHDRAWAL:		38,595.07
			Total CURR:		333,470.54

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Certified May 14, 2025

Mayor

Treasurer

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2025-

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 at Plan M391 Lot 4, Municipality of Magnetawan, District of Parry Sound (4944 030 00302344 Saunders)

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 Council has conducted a public meeting as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended and if changes have been made to this By-law following the Public Meeting, that no further notice is required; and
NOW THEREFORE BE IT RESOLVED the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. **THAT** Schedule 'A-1' to Zoning By-law No. 2001-26 is hereby amended by rezoning the subject lands legally described as PLAN M391 Lot 4, Municipality of Magnetawan, District of Parry Sound, from the Shoreline Residential (SR) Zone to Shoreline Residential Exception Forty-two (SR-42) Zone, as shown on Schedule 'A' attached forming part of this By-law.

2. **THAT** Section 4.2.4 of Zoning By-law No. 2001-26 is hereby amended by the addition of the following:

4.2.4.31 Notwithstanding the requirements of Section 4.2 of this By-law to the contrary, the following provisions will apply to the lands within the Shoreline Residential Exception Forty-two (SR-42) Zone in Plan M391 Lot 4, Municipality of Magnetawan, District of Parry Sound:

Support the Zoning By-law Amendment subject to a building permit, permitting the establishment of an accessory structure with:

- a. a maximum a 4m setback to the rear yard at the northwest corner of Magnet Road;
- b. a maximum 8.8m setback from the rear yard at the northeast corner of Magnet Road;
- c. a maximum lot coverage of 16.25%;
- d. a maximum accessory lot coverage of 7.5%.

This By-Law shall become effective on the date it is passed by the Council of the Corporation of the Municipality of Magnetawan, subject to the applicable provisions of the *Planning Act*, R.S.O. 1990, as amended.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 14th day of May, 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

Schedule "A"
Croft Plan M391 Lot 4
Municipality of Magnetawan
District of Parry Sound
494403000302344



Lands to be rezoned from Residential Shoreline to Residential Shoreline Exception Forty-two (RS-42)

This is Schedule 'A' to Zoning By-law 2025 - _____

Passed this _____ day of _____, 2025

Mayor

Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2025 –

Being a By-law for the administration of the Cemeteries in the Municipality of Magnetawan

WHEREAS Section 11(2)(7) of the *Municipal Act 2001, S.O. 2001, C. 25* as amended authorizes the passage of Bylaws for the maintenance, management, regulation and control of cemeteries owned and operated by the Corporation of the Municipality of Magnetawan;

AND WHEREAS the *Funeral, Burial and Cremation Services Act, 2002 S.O. 2002 C. 33 O, Reg 30/11* as amended provides that a Cemetery Operator may pass By-laws governing the operation of the Cemetery and, in particular, governing rights, entitlements and restrictions with respect to the Internment Rights;

AND WHEREAS the Corporation of the Municipality of Magnetawan has appointed The Municipality of Magnetawan Cemetery Board to administer the operations of the cemeteries;

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

1.0 This By-law may be cited as the “Magnetawan Cemetery By-law”.

2.0 In this By-law unless otherwise stated in specific sections hereof, this By-law shall apply to the entirety of the Municipality of Magnetawan.

3.0 DEFINITIONS

- i. “**Act**” means the *Funeral, Burial and Cremation Services Act, 2002* and all the amendments and regulations prescribed thereunder;
- ii. “**Bereavement Authority of Ontario (BAO)**” means the agency who administers provisions of the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* on behalf of the Ministry of Public and Business Service Delivery and Procurement.
- iii. “**Burial Permit**” means a permit for the burial of human remains issued by the Division Registrar;
- iv. “**Care and Maintenance Fund**” is a requirement under the *FBCSA and O.Reg. 30/11 and 184/12* that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned, or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery;
- v. “**Cemetery Board**” refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time.

- vi. **"Cemetery"** means land set aside to be used for the interment of human remains and has been licensed under the FBCSA as a cemetery.
- vii. **"Cemetery Owner"** means the Corporation of the Municipality of Magnetawan;
- viii. **"Cemetery Services"** means services provided by the cemetery operator including the opening and closing of lots; the general care of lots; and any other service that is normally provided by the owner/operator of the Cemetery;
- ix. **"Contract"** means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the cemetery by-laws;
- x. **"Council"** means the Council of the Corporation of the Municipality of Magnetawan;
- xi. **"Cremated Remains"** means all recoverable bone fragments of a human body that remain after cremation in a crematorium. The bone fragments are mechanically processed to reduce the particle size. The term cremated remains is also understood to include any hydrolyzed remains.
- xii. **"FBCSA"** means the *Funeral Burial and Cremation Services Act, 2002*
- xiii. **"Fee"** means the fees charged as per the Fees and Charges By-law for the Municipality of Magnetawan;
- xiv. **"Foundation"** means the below-ground concrete structure upon which rests the base stone of a monument;
- xv. **"Lots"** means an in-ground burial space intended for the interment of human remains or cremated human remains;
- xvi. **"Human Remains"** means a dead human body and includes a cremated human body;
- xvii. **"Interment"** The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a lot in the ground, or a niche in a columbarium;
- xviii. **"Interment Rights"** includes the right to require or direct the interment of a human remains in a lot, lot, plot and/or niche and to authorize the installation of a monument or marker;
- xviii. **"Interment Rights Certificate"** means the certificate issued by The Corporation of the Municipality of Magnetawan Cemetery Board once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those interment rights;

- xix. **“Interment Rights Holder”** means the person(s) authorized or entitled to inter human remains in a specific lot. They may be the person names in the Internment Rights Certificate or such other person to whom the rights have been assigned and shall be listed in the records of the cemeteries;
- xx. **“Lot”** mean a single lot space;
- xxi. **“Marker”** means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial plot, lot, lot and/or niche;
- xxii. **“Monument”** means any permanent memorial structure, monument, tombstone, plaque, headstone or other structure above the ground installed within the designated space to mark the location of a burial plot, lot, lot and/or niche;
- xxiii. **“Municipality”** means the Corporation of the Municipality of Magnetawan;
- xxiv. **“Owner”** means an owner of a Cemetery;
- xxv. **“Plot”** is a parcel of land, sold as a single unit, containing multiple lots;
- xxvi. **“Prescribed”** means prescribed by the regulations made under this Act;
- xxvii. **“Public Register”** means the register that is required to be made available to the public and contains the information as prescribed under the *FBCSA, Ontario Regulation 30/11* as amended or replaced;
- xxviii. **“Registrar”** means the Registrar, Bereavement Authority of Ontario appointed under the FBCSA;
- xxix. **“Tribunal”** means the Commercial Registration Appeal Tribunal;
- xxx. **“Trust Fund”** means a trust fund established for the purpose of this Act;
- xxxi. **“Transferee”** means a person wherein the interment rights with respect to a lot(s) have been transferred;
- xxxii. **“Treasurer”** refers to the Treasurer of all Municipal administrated Cemeteries within the Municipality of Magnetawan;

4.0 RULES OF CEMETERY MANAGEMENT

4.1 All Cemeteries within the Municipality of Magnetawan shall be governed by the Municipality of Magnetawan Cemetery Board as provided in this By-law.

4.2 The Cemetery Owner reserves full and complete control and management of the cemetery. The Board is appointed to oversee the daily operations and management of the cemetery land, planting, roads, books and records of the cemetery, and the authority to act on the Cemetery Owner’s behalf to

administer this by-law regarding all cemetery operations. The Board shall have and may exercise all the powers and perform all the duties of the Council with respect to all Municipally owned Cemeteries and shall make rules and regulations for the proper government and maintenance thereof conforming to the required legislation.

4.3 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

4.4 There shall be appointed by Council a Board consisting of a minimum of six (6) members if possible, which includes one (1) member of Council. The schedule and term of the appointed members will be till a successor is found.

4.5 It shall be the duty of the Board to carry out the rules and regulations and conduct the business of the cemetery(s).

4.6 The Board reserves the right, at its costs, to correct any error that may be made by it in making interments/inurnments, in the description of the lot, or the transfer or conveyance of any interment rights. The Board may, at its sole discretion, either cancel such grant and substitute other interment rights, or lot of equal or greater value with similar location, as far as is reasonable possible or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the records book of the cemetery. In the event any such error may involve the disinterment of remains, the Board shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

4.7 The Board has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, choose pathways or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to the approval of the appropriate authorities.

4.8 An annual board meeting shall be held each year and requires 50% of the members to be present to transact business.

4.9 The Parks and Maintenance Supervisor shall be the employee designated as the Cemetery Caretaker who shall be in direct charge of the management and keep records of all lots, lots and burials of the cemetery(s) and shall report to the Board. Duties may be delegated as required.

4.10 It shall be the duty of the Cemetery Caretaker and/or designate to supervise all work in connection with the cemetery(s).

4.11 The Board and the Cemetery Caretaker and/or designate will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot,

columbarium, niche, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

5.0 RULES FOR WORKERS

5.1 All workers entering the cemetery shall be under the jurisdiction of the Cemetery Caretaker and/or designate and shall observe their instructions and plan their work under their approval.

5.2 No work shall be started which cannot be completed by Friday as the usual hour for labour to cease. All material shall be left as directed by the Cemetery Caretaker and/or designate and all debris disposed of according to their directions.

5.3 All workers must abide by the Rules and Regulations of the Board and will be subject to disciplinary action.

6.0 FINANCIAL

6.1 The Treasurer of the Municipality shall collect or cause to be collected all monies payable under this By-law and administer the funds as required.

6.2 All Lots for which interment rights have been sold shall be under maintenance and care and the disposition of all monies received by the respective Treasurer from the sale of interment rights shall be allowed by the *Funeral, Burial and Cremation Services Act, 2002*.

6.3 Every person installing a Marker shall pay an amount as prescribed by regulation which will be paid into the Maintenance and Care Fund.

6.4 All income from the monies received for maintenance and care, whether invested or on deposit in a chartered bank, together with all other income from whatever source shall be placed to credit of "The Current Account" and shall be used for the ordinary expense of maintenance and improvement of the Cemetery(s) and markers.

6.5 Tariffs and Charges are prescribed as per the current fees and charges By-law and shall apply to all Municipally owned cemeteries located within the Municipality.

6.6 Payments for all purchases and services pertaining to the cemetery shall be paid to the Municipality of Magnetawan as follows:

- a) All interment rights, purchases and services shall be paid in full at the time of purchase or service;
- b) Interments/inurnments (opening/closing fees) shall be paid in full before a burial takes place.

6.7 As required by the Act, a percentage of the purchase price of all Interment Rights and a prescribed amount for Monuments and Markers is contributed into the Care and Maintenance Fund. Income from

this fund is used to provide only general care and maintenance of the cemetery. Such expenses may include, but are not limited to expenses arising from:

- a) Re-levelling and sodding or seeding of lots;
- b) Maintenance of cemetery roads, sewers and water systems;
- c) Maintenance of perimeter walls and fences;
- d) Maintenance of cemetery landscaping;
- e) Maintenance of columbarium;
- f) Purchase or repairs and general upkeep of cemetery maintenance equipment as needed.

Contributions to the Care and Maintenance Fund are non-refundable except when Interment Rights are cancelled within the thirty (30) days cooling off period.

6.8 The Treasurer shall keep such books, accounts, and records as are necessary for properly recording and exhibiting all financial matters pertaining to the cemetery as may be prescribed.

6.9 The Treasurer shall maintain, invest, and administer the care and maintenance fund in accordance with the provisions of the Act and the regulation made thereunder.

7.0 SALE OF INTERMENT RIGHTS

7.1 Interment Rights may only be sold by the Cemetery Caretaker or designate. When interment rights are purchased, a contract shall be completed and signed by the purchaser or a personal representative of the deceased.

7.2 All contracts to purchase Interment Rights and/or cemetery services shall be in a form approved by the Municipality.

7.3 Interment Rights Holders acquire only the right to direct the burial of human remains, and the construction and installation of monuments, markers, and inscriptions, subject to the rules and regulations in force and approved by the Cemetery Board.

7.4 No interment, inurnment or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full, at which time an Interment Rights Certificate will be issued to the Interment Rights Holder(s).

7.5 Purchasers of interment rights must receive a copy of the contract the Cemetery Operator and Interment Rights Holder have signed detailing the obligations of both parties, and acknowledge receipt and acceptance of the Cemetery By-laws, a copy of the Consumer Information Guide, and the price list.

7.6 The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Right Holder cannot resell their interment rights but may transfer them back to the Cemetery Board. The Interment Rights Certificate shall convey the Right of Interment and the right to install a marker. Such

rights shall be subject to the provision of the Act and the Cemetery By-law as amended from time to time.

7.7 All prices for cemetery lots and services shall be set out in the current Charges and Fees Schedule By-law.

7.8 The monies received for interment rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.

7.9 A purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Interment Rights contract and receive a full refund, by providing written notice of cancellation to the Treasurer, provided no portion of the Interment Rights has been exercised and all the requirements of the Act and this By-law are otherwise in compliance. The Treasurer will arrange to refund all monies paid by the purchaser within thirty (30) days from the date of request for cancellation. If the Interment Rights Certificate has been issued to the Interment Right Holder(s), the certificate must be returned to the Treasurer before a refund can be processed. If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights holder(s) are not entitled to cancel the contract or re-sell the Interment Rights.

7.10 The cemetery operator prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.

7.11 The cemetery operator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment rights has been exercised (for example, one lot in a plot has been used).

7.12 Requirements for cancellation of interment rights. To cancel a contract for interment rights, the interment rights holder must provide the cemetery operator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

7.13 The Interment Rights Holder shall notify the Cemetery Caretake or designate in writing within thirty (30) days of any changes in their mailing address.

8.0 TRANSFER OF INTERMENT RIGHTS

8.1 The Transfer of lots (transfer) includes a gift, a bequest or devolution under a will, but not a resale of interment rights (no money is exchanged).

8.2 Any transfer of Interment Rights shall convey those rights set out in section 7.6 of this By-law.

8.3 The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator and in accordance with these by-laws. Transfers must be processed through the cemetery operator and the following must be provided.

- a) The interment rights certificate endorsed with the following:
 - i. A statement signed by the rights holder transfer the rights, acknowledging the transfer to the third-party.
 - ii. A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
 - iii. The date on which the rights were transferred to the third-party (transferee).
 - iv. The name and address of the transferee.
- b) A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that are available.
- c) Any other documents in the rights holder's possession relating to the rights.
- d) A copy of the current cemetery by-laws must be provided the transferee.

8.4 The Interment Rights Certificate holder shall provide a copy of the endorsed Interment Rights Holder(s) contract to the Municipality of Magnetawan wherein the Cemetery Caretaker shall enter and record the transfer. A new interment rights certificate(s) will be issued, and the transferee(s) shall be considered the current interment rights holder(s). The transfer of the interment rights shall be considered final and the cemetery's Public Register will be updated.

8.5 Administration fee for transfer. In the case of a transfer of interment rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

9. RULES APPLICABLE TO ALL INTERMENTS

9.1 Only human remains shall be interred in the cemetery. Animals, including cremated animal remains are not permitted to be buried or scattered on the cemetery grounds.

9.2 Interments in lots shall be as directed by the Interment Right Holder(s). Interment Rights Holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights Holder(s)

be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder(s).

9.3 Notice of and Interment shall be given to the Municipal Treasurer at least thirty-six (36) business hours in advance except under unusual circumstances.

9.4 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the Province (or equivalent if death occurs outside of the Province) must be provided prior to a burial taking place.

9.5 A Certificate of Cremation must be provided prior to any interment cremated remains.

9.6 Payment of all required fees as per the current Fees and Charges By-law must be made before an interment can take place.

9.7 Sunday and holiday burials shall be allowed by the Cemetery Board, from time to time, subject to the current Fees and Charges by-law and third party provider availability and fees.

9.8 Remains to be buried in a lot must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the casket remaining intact through the burial process. The casket must be of size to permit an interment within the size of the lot.

9.9 Full burial interments are permitted in full lots measuring four (4) feet by eight (8) feet.

9.10 Cremation interments are permitted in cremation lots measuring two (2) feet by two (2) feet.

10.11 The Municipality shall not be responsible for the cost incurred to replace, trees, plants, or shrubs that are removed for Interment purposes.

9.12 Each purchaser of Interment Rights shall abide by all existing rules of the cemetery. A copy of the Municipality of Magnetawan Cemetery By-law must accompany the Interment Rights Certificate.

9.13 Interment Rights in full lots will be one (1) full burial and two (2) cremations or three (3) cremations per lot.

9.14 Interment Rights in a cremation plot cremation lots will be two (2) cremations per lot.

9.15 Interment Rights in niche lots will be two (2) cremations per niche. Any urn which is too large to fit within the niche will not be interred in the columbarium. Suggest a separate section specific to the columbarium.

9.16 The Board assumes no responsibility for damages should a lot be opened in a wrong location due to wrong or insufficient information and any extra expenses connected with an error of this kind shall be paid by the parties ordering the interment.

9.17 The opening and closing of lots and niches may only be conducted by Cemetery Caretaker and/or designate.

9.18 All interments shall be arranged to arrive at the cemetery not later than 4:00 p.m. in order that the burial may be completed within the regular hours of work.

9.19 Interments will not be permitted from November 15th through April 15th. Exceptions may be allowed by the Cemetery Board, at their discretion.

9.20 The Cemetery Caretaker and/or designate will exercise all due care when making interments, but is not responsible for damage to any casket, urn or other container sustained during interments.

9.21 The spreading of cremated remains on top of the ground is strictly prohibited. Cremated remains interment into a headstone, marker or monument are not permitted.

10.0 RULES APPLICABLE TO ALL DISINTERMENT

10.1 Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

10.2 In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

10.3 The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

10.4 Disinterment's will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

10.5 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

10.6 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the lot, niche space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

10.7 All prices for disinterment and services shall be set out in the current Fees and Charges By-law.

11.0 CARE OF LOTS

11.1 The Cemetery Board reserves the right to regulate the articles placed on lots or plots, including those that pose a safety threat; prevents the Cemetery Caretaker and/or designate from performing general cemetery operations; or are not keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

11.2 The Cemetery Board reserves the right to disallow or remove quantities of memorial wreathes or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

11.3 The Cemetery Board reserves the right to remove all flowers, potted plants, wreaths, and baskets of flowers when they become withered and unsightly, or for any other reasons such removal is in the best interest of the cemetery.

11.4 All lots and plots shall be maintained and kept properly graded, sodded, and mowed by the Cemetery Caretaker and/or designate.

11.5 Flowers placed on the lot for a funeral shall be removed by the Cemetery Caretaker and/or designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

11.6 No person other than Cemetery Caretaker and/or designate shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

11.7 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Board.

11.8 The Cemetery Board shall not be responsible for loss or damage to lots and structures thereon, or for flowers or articles removed from any lot or lot.

12.0 CONDUCT WITHIN THE CEMETERY

12.1 All cemeteries within the Municipality of Magnetawan are sacredly devoted to the burial of the dead and the provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to a cemetery.

12.2 All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances.

12.3 Vehicular traffic in the cemetery(s) will be done so under the Cemetery Board's supervision only.

12.4 Children under twelve (12) years of age must be accompanied by an adult who shall maintain close contact with them and shall be responsible for their actions.

12.5 The carrying of firearms or discharging of the same within any cemetery grounds, except when used for the firing of a volley at a burial, is prohibited.

12.6 When a society or association desires to hold a Memorial Service, they shall make application to do so to the Board at least fifteen (15) days prior to the desired date and permission shall be granted at the Board's approval. The association or society securing this permission shall assume responsibility for any damages done to any of the property in the cemetery at that time.

12.7 All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any trees, shrubs, or plants within the cemetery(s) grounds.

12.8 All persons are prohibited from writing upon, defacing or damaging any monument fence or other structure in or belonging to the cemetery.

12.9 The cemetery(s) may be visited each day from sunrise to sunset.

12.10 All work in close proximity to a burial shall cease during all services or at any other time when requested.

12.11 Dogs and/or other domesticated animals shall be restrained by a proper leash and accompanied by their owner when visiting the cemetery grounds and shall not be permitted to run at large in the cemetery. Every owner shall remove forthwith, and sanitarily dispose of excrement left by dogs and other pets on the cemetery property.

13.0 RULES FOR MOTOR VEHICLES

13.1 The Board reserves the right to close the roads to the cemetery(s) at any time to vehicular traffic, for maintenance or inclement weather conditions.

13.2 The drivers of all vehicles entering the cemetery(s) shall obey the instructions of the Board and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another moving vehicle and shall not exceed a speed limit of fifteen (15) kilometers per hour.

13.3 Vehicles forming part of a funeral procession shall take the route allotted to that funeral and shall move in unison with the procession and the drivers of all vehicles shall remain in close proximity thereto at all times.

13.4 No snowmobiles, motorcycles, or all-terrain vehicles are allowed within the cemetery(s) unless approved by the Board.

13.5 Proprietors of vehicles and/or other drivers shall be held responsible for any damage done by their vehicles within the cemetery.

14.0 MARKERS AND MONUMENTS

14.1 Interment Rights Holder(s) may erect markers or monuments of a suitable design on the lots, subject to the following regulations:

- a) There shall be only one (1) monument and one (1) marker on each full size lot (4 feet by 8 feet).
- b) There shall be only one (1) marker on each cremation lot.
- c) Inscriptions on niches shall be subject to specifications as set out in Schedule "A" attached hereto.
- d) Prior to an inscription on a niche, an application shall be submitted to the Municipality of the proposed inscription and the fee as set out in the current Fees and Charges By-law shall be provided.
- e) All new monuments must be either granite or bronze (markers must be of marble material) except on application to and by special permission of the Board.

- f) All new monument markers shall be installed in such a manner as to comply with a thrust test of one hundred (100) pounds up to three (3) feet eleven (11) inches in height and thrust test of two hundred (200) pounds for monuments three (3) feet eleven (11) inches and over.
- g) No contractor will install a monument marker over four (4) feet without first consulting the Board.
- h) No marker, monument or inscription shall be erected or installed until all required fees and been supplied to the Municipality.

14.2 The Board assumes no responsibility unless a monument is installed on a concrete foundation, approved by the Cemetery Caretaker and/or designate.

14.3 Cremation lot markers shall be a maximum size of sixteen (16) inches by sixteen (16) inches and installed level with the ground surface.

14.4 No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the cemetery.

15.5 All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the owner.

14.6 A monument shall not be erected on any lot until all charges have been paid.

14.8 Monuments and markers shall be maintained by the Board and the Board reserves the right to adjust, straighten, repair, etc.

14.8 No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

15.9 No monument, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the Board.

15.10 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

15.11 The Board will take reasonable precautions to protect the property of Interment Rights Holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

15.12 Should any monument or marker present a risk to public safety because it has become unstable, the Board shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

15.13 The Board reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Board.

16.0 CONTRACTORS AND MONUMENT DEALERS

16.1 Any contract work to be performed with the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Board before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of the monuments and markers, inscriptions, designs, drawings, plans, and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Board and provide the necessary approvals before commencing work at any location on the cemetery property. Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation):

- WSIB coverage

- Occupational Health and Safety compliance standards

- Environmental protection

- WHMIS

- Evidence of liability insurance of not less than two (2) million dollars

16.2 All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

16.3 Contractors, monument dealers, and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the Board.

16.4 No work will be performed at the cemetery except during regular business hours.

16.5 Contractors shall temporarily cease all operations if they are working within one hundred (100) meters of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations of their sole discretion of the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

16.6 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved, in order to protect the surface from damage.

16.7 Any contractor who damages any lot, upright monument, marker, or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.

16.0 In accordance with the *Funeral, Burial, and Cremation Services Act, 2002*, the provisions of this By-law shall come into force and take effect the latter of 19th of May 2021 and the date of approval of this By-law by the Registrar of the *FBCSA*.

16.0 EXISTING BY-LAWS REPEALED

THAT By-law 2021-41 hereby be repealed in its entirety.

16.1 This By-law shall come into full force and effect as of May 23rd, 2025.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 14th day of May 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2025 -

BEING A BY-LAW TO AUTHORIZE THE SALE OF LANDS AT 284 CHAPMAN DRIVE

WHEREAS the Council of the Municipality of Magnetawan has reviewed the Agreement of Purchase and Sale of lands and chattels of the property municipally known as 284 Chapman Drive (hereinafter referred to as "the Lands");

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

- 1. THAT** the Corporation of the Municipality of Magnetawan endorses and approves the Agreement of Purchase and Sale for the Lands substantially as attached;
- 2. AND THAT** the CAO/Clerk is hereby authorized to execute the Agreement on behalf of the Corporation.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 14th day of May 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

OREA Ontario Real Estate Association **Agreement of Purchase and Sale**

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 26 day of April, 2025

BUYER: David Grigg agrees to purchase from
(Full legal names of all Buyers)

SELLER: MUNICIPALITY OF MAGNETAWAN, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 284 Chapman Dr Magnetawan ON P0A 1P0

fronting on the West side of Chapman Drive

in the Municipality of Magnetawan

and having a frontage of 121.00 more or less by a depth of 250.00 more or less

and legally described as
PCL 20837 BLK 22 PL M503, SS REG MAGNETAWAN
(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: 399,000.00 Dollars (CDN\$)
Three Hundred Ninety-Nine Thousand Dollars

as otherwise described in this Agreement
DEPOSIT: Buyer submits Twenty-Five Thousand Dollars (CDN\$) 25,000.00
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to Red and White Realty Inc. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 on the 28 day of April, 2025, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
(Seller/Buyer) (a.m./p.m.)

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 22 day of May, 2025. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

DG

INITIALS OF SELLER(S):

[Signature]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: rickjiangford@gmail.com Email Address: heidl@heidiascott.com
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
 NA

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
 NA

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
 NA

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.


7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) dosing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

(DG)

INITIALS OF SELLER(S):

(W)

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 16 day of May, 2025, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a realtime electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTIONS:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

(DG)

INITIALS OF SELLER(S):

(W)

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATIONS:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENTS:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21), as amended from time to time.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

(DG)

INITIALS OF SELLER(S):

(N)



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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer) David Grigg

(Seal)

04/26/2025

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller) Kristin Vroom

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 11:45 this 28th day of April 2025.

(to m/p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

Red And White Realty Inc, BROKERAGE

833-322-9934

(Tel No.)

RICHARD LANGFORD

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

RE/MAX Professionals North

(705) 788-1444

(Tel No.)

HEIDI ASCOTT

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) Kristin Vroom

(Date)

(Seller)

Address for Service

Seller's Lawyer

Address 505 Memorial Ave PO Box 158

Email evebbaum@russellchase.com

705 325 1324 705 322 1811

(Tel No.)

(Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) David Grigg

(Date)

(Buyer)

Address for Service

Buyer's Lawyer

Address

Email

(Tel No.)

(Fax No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

In Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

Heidi Ascott

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage) Heidi Ascott

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: David Grigg and

SELLER: MUNICIPALITY OF MAGNETAWAN

for the purchase and sale of 284 Chapman Dr Magnetawan

ON POA 1FO dated the 26 day of April 2025

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the Purchase Price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

The Buyer agrees to provide the deposit in the form of a certified cheque, bank draft, electronic fund wire transfer or as a direct deposit into the Red and White Realty Inc. within 48 hours of the acceptance of this Agreement.

This offer is conditional upon the Buyer doing due diligence with the town, other governing entities, contractors and other professionals as required, at the Buyers own expense in regards to, but not limited to zoning, building, permits, and quotes, and the Buyer being satisfied in all regards in their sole and absolute discretion. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 pm on May 9th, 2025, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall have the right to visit the property prior to completion to a maximum of 2 times provided that written or verbal notice is given. The Seller agrees to provide access to the property for the purpose of these visits.

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

INITIALS OF BUYER(S):

(DG)

INITIALS OF SELLER(S):

(N)

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Schedule B Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

David Grigg

BUYER:

and

MUNICIPALITY OF MAGNETAWAN

SELLER:

284 Chapman Drive, Magnetawan, Ontario P0A 1P0

for the property known as

04/26/25

dated the

day of

20

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The Parties to this agreement hereby acknowledge and agree that the Deposit Holder (Red and White Realty Inc) shall place the deposit in its Interest-Bearing Real Estate Trust account, which earns interest at the Royal Bank of Canada at a variable interest rate of 1.1%, and the Deposit Holder will NOT PAY any interest it earns or receives on the deposit to the beneficial owner of the Trust Money. The parties to this agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or received on the deposit.

All deposits will be held for a minimum of 14 days in the Brokerage trust account to ensure the funds clear.

Once this Agreement becomes unconditional, should the Buyer fail to complete this agreement on the completion date, at no fault of the Seller, the deposit, shall be deemed to be released by the Buyer and paid forthwith to the Seller by the deposit holder, without deduction. Such payment shall be in part-satisfaction of the Seller's damages and Seller reserves all of Seller's right to claim further additional damages against the Buyer. Under no circumstances shall this amount be recoverable by or paid back to the Buyer. This clause shall constitute the Buyer's irrevocable consent to release such deposit and no further written release shall be required.

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

INITIALS OF BUYER(S):

DG

INITIALS OF SELLER(S):

W



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THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2025-

Being a By-law to confirm the proceedings of Council May 14, 2025

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 14th day of May 2025.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

Erica Kellogg

From: Stephen Langmuir <uir@gmail.com>
Sent: May 8, 2025 5:18 PM
To: Erica Kellogg
Subject: Setback 34 Magnet Road

Follow Up Flag: Follow up
Flag Status: Flagged

on Deslk
May 14/25.
ZBLA Saunders

Hi Erica,

I received a letter regarding the property on 34 Magnet - seeking approval to add an accessory structure within the 10 meter setback from the road.

I will be unable to attend the meeting on May 14th. However I wanted to write in and say that I spoke with the owner Ed Saunders and saw the plans - I think their planned addition to the property is tasteful and would be a positive addition to our street/neighbourhood.

Not sure if you were looking for this kind of feedback - but wanted to put my voice in since I am unable to be there in person.

Kind regards,

Stephen Langmuir -

Erica Kellogg

From: Duncan, David J <David.Dunca...com>
Sent: May 9, 2025 1:42 PM
To: Erica Kellogg
Cc: edward.k.saunders@gmail.com
Subject: Saunders Zoning By-Law Amendment

CD DESK
MAY 14/25
ZBLA Saunders

Ms. Kellogg,

I am writing with respect to the proposed Saunders zoning by-law amendment for the property at 34 Magnet Road. My wife and I are neighbours at 57 Magnet Road and would like to express our support for granting the amendment.

We understand that Mr. Saunders is seeking approval to build a garage within 10 meters of the road. Everything that Mr. Saunders has done in recent years to improve his property has been very well done and has enhanced the visual appeal of his cottage as we walk by and in that way made our neighbourhood better for all property owners. We are confident that this project would do the same and we encourage everyone involved in the process to approve it.

Should you have any questions or wish to discuss this email directly, please call my cell at [REDACTED]

Regards,

Dave and Natalie Duncan

David J. Duncan



Internal

on desk May 14, 2025

Laura Brandt

Subject:

FW: 34 Magnet Rd

From: heidi pavsic

Sent: May 13, 2025 7:41 AM

To: Erica Kellogg <ekellogg@magnetawan.com>

Subject: 34 Magnet Rd

Good morning Erica,

We received a letter regarding our neighbor Ed Saunders at 34 Magnet Rd. requesting an amendment to Zoning By-Law No.2001-26.

Unfortunately, we will not be able to attend the meeting on May 14th, however we would like to make note that we spoke with Ed, and he has advised us of his plans, and we see no issue with it, in fact would welcome the addition to the property.

Please take this letter into consideration when making your decision as his design and plans look to enhance the curb appeal of the property and the neighborhood.

Kind Regards,

Chris Gebka and Heidi Pavsic

On deck May 14/25

Laura Brandt

Subject: FW: Saunders zoning by-law amendment

From: Glenna Metcalfe <
Sent: May 9, 2025 10:13 AM
To: Erica Kellogg <ekellogg@magnetawan.com>
Subject: Saunders zoning by-law amendment

Good morning Erica

I am writing in regards to the zoning amendment to number 34 Magnet Rd Magnetawan. I have seen Ed's plans for the building he is planning to build and think it would be a nice addition to his property. It will be protected by a row of tree between building and the road and only partially visible. Ed has a good eye for design and does quality workmanship. Unfortunately I will not be available to be at meeting but hope you will submit this response for us.

Thank you
Blake and Glenna Metcalfe

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