



## **AMENDED AGENDA – Regular Meeting of Council**

**Wednesday, June 30 , 2021**

**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 MEETING**

- 13 Zoning By-law Amendment Application Munn-Saunders - 1743 Nipissing Road South

### **DEPUTATION**

- 39 Mark Langford, Road Use Agreement - Herrnstein - Maintain Hickory Lane

### **STAFF REPORTS, MOTIONS AND DISCUSSION**

- 54 2.1 Consent Application - 2 new lots - Langford - CON 1 PT LOT 26 & 27 - 311 Rosskopf Road
- 74 2.2 Deeming Bylaw Request Langford - Lots 20 and 21, E/S Queen Street Plan 319
- 76 2.3 Consent Application - 1 new lot - Woodruff - CON 10 LOTS 24 & 25 - Miller/Rocky Road
- 93 2.4 Main - Road Exchange (Schmeler) and Gifting (Miller) - CON 12 PT LOT 19 PCL 9838 S/S & CON 12 LOT 18
- 98 2.5 Correspondence Victor J. Wiens Request for a Temporary Exception to Zoning By-law No. 2001-26 Section 3.32 and Trailer Licence By-law 2019-25 allow more than 1 trailer - CON 1 PT LOT 9 RP 42R10938 PART 1 PCL 23503 SS-Minklers Lane
- 100 2.6 Report from Chief Deputy Building Official Matthew Clouthier, Report of Results from a Request for Quotes from Local Dealers
- 102 2.7 Report from Public Works Superintendent Scott Edwards, Backhoe #4 2012 John Deere 410-J Additional Repairs
- 103 2.8 Report from Public Works Superintendent Scott Edwards, Rust Proofing
- 104 2.9 DRAFT Magnetawan 911/Civic Address By-law
- 108 2.10 DRAFT Magnetawan Cemetery By-law
- 131 2.11 Correspondence North Bay Parry Sound District Health Unit, Audited Financial Statements (online only) and Effect to Levy with Potential Change in Provincial Cost-Sharing
- 2.12 Outcome of Rural Economic Development Program (RED) Grant

### **MUNICIPAL BOARDS AND COMMITTEE MINUTES**

- 141 3.1 Almaguin Community Economic Development (ACED) Minutes, May 17 and June 21, 2021
- 147 3.2 Town of Parry Sound EMS Advisory Committee Minutes, June 16, 2021
- 152 3.3 Magnetawan Community Development Committee (MCDC) Minutes, June 16, 2021

### **CORRESPONDENCE**

- 154 4.1 Correspondence from Shannon Stubbs, MP Lakeland, Bill C-21 to Amend Firearms Act
- 158 4.2 Town of Fort Erie, Capital Gains Tax on Primary Residence
- 160 4.3 Town of Halton Hills, Elimination of LPAT (Local Planning Appeal Tribunal)
- 164 4.4 Township of Havelock, Use of Automatic Speed Enforcement (Photo Radar)
- 166 4.5 Township of Rideau Lakes, Cemetery Funding
- 167 4.6 Town of Kearney, Provincial Government to Address Shortfall that Optometry Clinics Absorb Through Lack of Proper OHIP Funding
- 168 4.7 Correspondence from the Attorney General Update on Modernization Initiatives and Court Recovery in Ontario's Provincial Offence Act (POA) Courts
- 171 4.8 Correspondence from Village of Burk's Falls Almaguin Highlands Health Centre - Ontario Telemedicine Network Update Request
- 172 4.9 Annual Shareholder's Update Lakeland Holdings Ltd. June 4, 2021
- 199 4.10 FONOM June 3, 2021 Media Release Improving Waste Diversion and Protecting the Environment
- 201 4.11 Correspondence Investing in Canada Infrastructure Program (ICIP) Resilience Infrastructure Stream Outcome
- 206 4.12 2021 Locks Opening Poster
- 207 4.13 Magnetawan Canada Day Contests
- 209 4.14 ICYMI Council Highlights June 9, 2021

### **ACCOUNTS**

- 210 5.1 Accounts in the amount of \$288,019.28

### **BY-LAWS**

- 227 6.1 Zoning Amendment Munn-Saunders - 1743 Nipissing Road South
- 230 6.2 Site Plan Agreement Munn-Saunders - 1743 Nipissing Road South

### **CONFIRMING BY-LAW AND ADJOURNMENT**

- 237 7.1 Confirm the Proceedings of Council and Adjourn



## **COUNCIL MEETING MINUTES**

**June 09, 2021**

**1:00 pm**

The meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre and streamed electronically for the public through "Go To Meeting" with the following present:

Mayor Sam Dunnett  
Deputy Mayor Tim Brunton  
Councillor Brad Kneller  
Councillor Wayne Smith  
Councillor John Hetherington

Guest: Scott Aitchison, MP, Parry Sound-Muskoka

Staff: CAO/Clerk Kerstin Vroom and Deputy Clerk R-C Laura Brandt were present for the entire meeting. Chief Building Official Brian Horsman, Deputy Chief Building Official Matthew Clouthier, Fire Chief Joe Readman, Parks and Maintenance Supervisor Steve Robinson, By-law Officer Caitlin Deevey, Deputy Clerk P-D Nicole Gourlay and Public Works Superintendent Scott Edwards were present for their respective sections 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 2021-154 Smith-Kneller*

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

*Carried.*

#### **1.3 Disclosure of Pecuniary Interest**

Mayor 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.

\*Mayor Dunnett declared a pecuniary interest for Agenda item 2.2 due to being a owner of the property.

#### **1.4 Adoption of the Previous Minutes**

**RESOLUTION 2021-155 Kneller-Hetherington**

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the minutes of May 19, 2021 meeting as copied and circulated.*

*Carried.*

#### **PRESENTATION**

**Scott Aitchison, MP, Parry Sound-Muskoka, National Suicide Hotline**

**RESOLUTION 2021-156 Kneller-Smith**

*WHEREAS the Council of the Municipality of Magnetawan thanks MP, Parry Sound-Muskoka Scott Aitchison for his presentation National Suicide Hotline;*

*AND WHEREAS the Federal government has passed a motion to adopt 9-8-8, a National three-digit suicide and crisis hotline;*

*AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;*

*AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;*

*AND WHEREAS the Council of the Municipality of Magnetawan recognizes that it is a significant and important initiative in Canada to ensure critical barriers are removed to those in a crisis and seeking help;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan endorses this*

*9-8-8 crisis line initiative;*

*AND FURTHER THAT the Council of the Municipality of Magnetawan directs Staff to forward this motion indicating our support to our local Member of Parliament, Member(s) of the Legislative Assembly, Federal Minister of Health, the CRTC and local area municipalities.*

*Carried.*

#### **PLANNING ACT MEETING**

**Black-510B 15<sup>th</sup> and 16<sup>th</sup> Side Road – Minor Variance**

**RESOLUTION 2021-157 Brunton-Kneller**

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan recesses the regular meeting to hold a public meeting pursuant to Section 45 of the Planning Act to conduct a Committee of Adjustment Meeting and consider a Minor Variance Application:*

*510B 15<sup>th</sup> & 16<sup>th</sup> Sideroad – Black – Enlarged Guest Cabin with Loft*

*Carried.*



**RESOLUTION 2021-158 Smith-Hetherington**

*WHEREAS an application from Michael Black – Concession 5, Part Lot 15, Registered Plan 42R19096 and municipally known as 510B 15<sup>th</sup> & 16<sup>th</sup> Sideroad, Municipality of Magnetawan was received to seek relief from the Municipality of Magnetawan Zoning By-law 2001-26 as amended Section 3.1 (k) to allow proposed guest cabin 53.6 square meters in size with a loft inside;*

*AND WHEREAS Council is satisfied the application meets the four tests of a Minor Variance;*

*AND WHEREAS Council is of the opinion that the 'loft' does not fulfill the intent of the definition of a 'storey' in this specific circumstance;*

*AND WHEREAS Council is of the opinion that a variance of 13.6 square meters in size is minor in this specific circumstance;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan provisionally approves the minor variance with the following conditions: That all taxes and monies owing the Municipality are paid to date and that the applicant enter into a site plan agreement to be registered on title for which a By-law on this matter will be passed later in the regular Council meeting.*

*Carried.*

**RESOLUTION 2021-159 Kneller-Brunton**

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

*Carried.*

**PUBLIC MEETING**

**Tang Road Purchase Stop up, Close and Sell Part of Aquila Trail**

**Public Comments:**

Written comments were received from an adjacent landowner that the survey as proposed may impede access to their driveway.

**RESOLUTION 2021-160 Smith-Kneller**

*WHEREAS, the Council of the Municipality of Magnetawan has completed the required public consultation process and held a public meeting for the Tang Road Purchase, Stop up , Close and Sell Part of Aquila Trail;*

*AND WHEREAS, Council has reviewed the comments and application made prior to and at the public meeting;*

*AND WHEREAS, Council has received comments from an adjacent landowner that the survey as proposed may impede access to their driveway;*

*NOW THEREFORE BE IT RESOLVED THAT the survey be adjusted to 40' wide from the southern boundary instead of 66';*

*AND FURTHER THAT this matter be brought back to a public meeting once the new survey has been approved by the Municipality and registered.*

*Carried.*

## **STAFF REPORTS, MOTIONS AND DISCUSSION**

### **2.1 Consent Application Scheerer – Con. 1 14, PT Lot 12 & 13, RP 42R17040 Parts 1 to 7 RESOLUTION 2021-161 Hetherington-Kneller**

*WHEREAS the Municipality of Magnetawan has received a request to support an application for consent the creation of one (1) new shoreline residential lot (Scheerer Roll #4944 040 007 12200). The property is legally described as Con. 14, PT Lots 12 & 13, RP, 42R17040 Parts 1 to 7, (Croft), in the Municipality of Magnetawan, hereinafter referred to as “the Lands”;*

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

- *Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;*
  - *A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;*
  - *Draft Reference Plan to be approved by the Municipality prior to registration. Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;*
  - *Payment of 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 including a 5% parkland dedication fee;*
  - *Confirmation from North Bay Mattawa Conservation Authority that a sewage system can be located on each lot (severed and retained);*
  - *The Applicant demonstrate that suitable building, and septic envelopes exist on each of the severed and retained lots;*
  - *The Applicant enter into a Limited Service Agreement with the Municipality to be registered on title;*
  - *The Applicant provide parcel transcript to confirm that the properties are accessed by a registered easement;*
  - *That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Planning Board.*
- Carried.*

### **2.2 Consent Application Dunnett – Con. 2 PT Lot 26**

*\*Mayor Dunnett declared a pecuniary interest for Agenda item 2.2 due to being the owner of the property. Mayor Dunnett left the Council Chambers and refrained from any discussion. The Deputy Mayor took over as Chair for Agenda item 2.2.*

### **RESOLUTION 2021-162 Smith-Kneller**

*WHEREAS the Municipality of Magnetawan has received a request to support an application for consent the creation of one (1) new shoreline residential lot (Dunnett Roll #4944 010 001 28600). The property is legally described as Con. 2, PT Lot 26, (Chapman), municipally known as 15 Poplar Lane, in the Municipality of Magnetawan, hereinafter referred to as “the Lands”;*  
*AND WHEREAS the Municipal planning consultant has provided a report in recommending the Applicant complete a fish habitat impact assessment and a subsequent report be submitted to Council for consideration;*

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

- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
  - A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;
  - Draft Reference Plan to be approved by the Municipality prior to registration. Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;
  - Payment of 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 including a 5% parkland dedication fee;
  - Confirmation from North Bay Mattawa Conservation Authority that a sewage system can be located on the retained lot;
  - A Fish Habitat Assessment be completed and if required by the assessment, a Zoning By-law Amendment will be considered a condition of consent;
  - A site plan be entered into to, which will be registered on title, to i. implement the recommended measures contained in the Fish Habitat Assessment, including shoreline vegetation protection areas, and ii. establish the location of suitable building envelopes above the applicable flood elevation to the satisfaction of the Municipality and the North Bay Mattawa Conservation Authority and iii. to recognize that the lots are not eligible for additional lot creation.
  - That the Applicant enter into a Limited Service Agreement with the Municipality to be registered on title;
  - That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Planning Board.
- Carried.

**2.3 Report from Fire Chief Joe Readman, Annual Year End Report 2020**

RESOLUTION 2021-163 Kneller-Brunton

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report as presented from Fire Chief Joe Readman, Annual Year End Report 2020 and commends all of the members of the Magnetawan Fire Department for a job well done.

Carried.

**2.4 Report from Chief Building Official Brian Horsman, Building Activity Report to May 25, 2021**

RESOLUTION 2021-164 Hetherington-Smith

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report as presented from Chief Building Official Brian Horsman, Building Activity Report to May 25, 2021.

Carried.

**2.5 DRAFT Building By-law**

RESOLUTION 2021-165 Smith-Brunton

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

Carried.

**2.6 Report from By-law Officer Caitlin Deevey, January-May 2021 By-law Update**

*RESOLUTION 2021-166 Hetherington-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report as presented from By-law Officer Caitlin Deevey, January-May 2021 By-law Update.*

*Carried.*

**2.7 Report from Parks and Maintenance Supervisor Steve Robinson, January-May Update Parks Department**

*RESOLUTION 2021-167 Smith-Brunton*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report as presented from Parks and Maintenance Supervisor Steve Robinson, January-May 2021 Update Parks Department.*

*Carried.*

**2.8 Discussion Tractor Quotes**

*RESOLUTION 2021-168 Kneller-Brunton*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the additional verbal quotes from Parks and Maintenance Supervisor Steve Robinson and authorizes the purchase of a Kubota LX2610 Tractor*

*from: Tracks & Wheels Equipment*

*In the amount of: \$49,399.73 Taxes Inc.*

*Carried.*

**2.9 Report from Public Works Superintendent Scott Edwards, January-May 2021 Update Public Works Department**

*RESOLUTION 2021-169 Brunton-Hetherington*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report as presented from Public Works Superintendent Scott Edwards, January-May 2021 Update Public Works Department.*

*Carried.*

**2.10 Report from Public Works Superintendent Scott Edwards, Ahmic Lake Rd and 5/6<sup>th</sup> Side Rd Straightening**

*RESOLUTION 2021-170 Smith-Brunton*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report as presented from Public Works Superintendent Scott Edwards, Ahmic Lake Road and 5/6<sup>th</sup> Sideroad Straightening, and approves the recommendation contained therein to proceed with Brushing and Signage for the bends along Ahmic Lake Road leading up to 5/6<sup>th</sup> Sideroad.*

*Carried.*

**2.11 Discussion on the Almaguin Economic Development Committee (ACED)**

**RESOLUTION 2021-171 Kneller-Brunton**

*WHEREAS, the Council of the Municipality of Magnetawan thanks the Almaguin Economic Development Committee (ACED) for their efforts in encouraging economic development within the Almaguin Region;*

*AND WHEREAS, Council is in agreement that a concerted, continuing effort towards economic development is necessary and supports that in some areas a regional approach may be warranted;*

*AND WHEREAS, Council has reviewed the cost benefit analysis on continuing to be a member of ACED;*

*AND WHEREAS, Council deems it in the best interest of the ratepayers within its Municipality to have a dedicated in-house employee overseeing Economic Development;*

*AND WHEREAS Council passed By-law 2019-54 to enter into an agreement for the provision of Regional Economic Development Services;*

*NOW THEREFORE BE IT RESOLVED that the Council of the Municipality of Magnetawan respectfully gives its one (1) year notice to withdraw from the agreement.*

*Carried.*

**2.12 DRAFT motion Lakeland Request for Electric Charging Station**

**RESOLUTION 2021-172 Brunton-Kneller**

*WHEREAS the Council of the Municipality of Magnetawan is in favour of Lakeland Holdings Limited applying for a Federal Government Grant for an EV Charging Station to be placed in Magnetawan;*

*NOW THEREFORE BE IT RESOLVED THAT Council supports the application for an EV Charging Station Level 3 or Level 2 at the Municipality of Magnetawan Community Centre Parking lot in partnership with Lakeland Holdings Limited;*

*AND THAT the Council of the Municipality of Magnetawan authorizes the CAO and Mayor to execute all necessary agreements for the grant.*

*Carried.*

**2.13 DRAFT motion Northern Ontario Heritage Fund Corporation (NOHFC) Docks and Ramp**

**RESOLUTION 2021-173 Hetherington-Smith**

*WHEREAS the Council of the Municipality of Magnetawan is always looking to improve and extend the useful life of social and recreational facilities while maintaining excellent service to our residents;*

*AND WHEREAS, the Municipality has submitted an application to request funding from the Northern Ontario Heritage Fund Corporation (NOHFC) towards the Magnetawan Waterfront Improvement Project to repair the boat launch located at 4195 Highway 520 and to replace municipal docks in the estimated amount of \$200,000;*

*AND WHEREAS, if the Municipality is successful in obtaining a grant in the amount of \$200,000, the Municipality is committed to cover any project cost overruns for this much-needed project;*

*NOW THEREFORE BE IT RESOLVED, that the Council of the Municipality of Magnetawan deems it in the best interest of the Municipality to authorize the payment of any project cost overruns over and above the awarded grant funding.*

*Carried.*

**2.14 Correspondence Amanda Munn, Magnetawan Daycare and After School Services**  
**RESOLUTION 2021-174 Brunton-Smith**

*WHEREAS, the Council of the Municipality of Magnetawan receives the correspondence from Amanda Munn regarding the need for available full-time daycare spots, as well as before and after school care, in Magnetawan;*

*AND WHEREAS in the three short days soliciting feedback on social media (Facebook), the need for 50 childcare spots within the Municipality has been identified;*

*AND WHEREAS there are multiple buildings, including those owned by the Municipality, Churches and Private Ratepayers, that could be suitable to house a facility overseen by the District of Parry Sound Social Services Administration Board (DSSAB);*

*AND WHEREAS the Municipality of Magnetawan pays the 5<sup>th</sup> highest levy out of 22 Municipalities within the Parry Sound District in the amount of \$302,958 annually;*

*NOW THEREFORE BE IT RESOLVED the Council of the Municipality of Magnetawan respectfully requests that this matter be brought forward to the DSSAB Board of Directors to proactively put forward a solution to the daycare crisis that is currently affecting the ratepayers of Magnetawan, and to direct DSSAB staff to consider options such as leasing and/or purchasing a facility from the Municipality and/or private citizens, to create an approved Daycare Facility located within the Municipality of Magnetawan.*

*Carried.*

**2.15 Correspondence Mark Allen and Rachel Sullivan, Short Term Rental By-law**  
**RESOLUTION 2021-175 Kneller-Brunton**

*WHEREAS the Council of the Municipality of Magnetawan receives the correspondence from Mark Allen and Rachel Sullivan on Short Term Rental By-law;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan directs Staff to confer with the Planner and Legal Counsel, and to bring back a report to a future meeting.*

*Carried.*

**2.16 Correspondence Nicky Kunkel, Survey Results OPP Burk's Falls Detachment Police Services Board**

**RESOLUTION 2021-176 Brunton-Kneller**

*BE IT RESOLVED THAT the Council of the Municipality receives the correspondence from Nicky Kunkel, Survey Results OPP Burk's Falls Detachment Police Services Board.*

*Carried.*

**2.17 DRAFT By-law Authorize the Use of Alternative Voting Methods for the 2022 Municipal and School Board Election**

**RESOLUTION 2021-177 Hetherington-Brunton**

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the By-law Alternative Voting as presented, and a By-law on this matter will be passed later in the meeting.*

*Carried.*

**2.18 Correspondence from Magnetawan Central School, Emily Ross Award for Citizenship**

*RESOLUTION 2021-178 Smith-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan congratulates the Magnetawan Central School Grade 8 graduation class of 2021 and authorizes the donation of \$100.00 for the Emily Ross Langford Award for Citizenship.*

*Carried.*

**MUNICIPAL BOARDS AND COMMITTEE MINUTES**

**3.1 East Parry Sound Veterinary Committee Annual General Meeting Minutes, March 24, 2021**

**3.2 Almaguin Community Economic Development (ACED) Minutes April 19, 2021**

*RESOLUTION 2021-179 Kneller-Brunton*

*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 Corporation from ACED, District of Parry Sound Transportation Study**

**4.2 FONOM Media Release May 18, 2021 Municipal Conference**

**4.3 Magnetawan Agricultural Society 2021 Virtual Fair Competitions**

**4.4 Ministry of Heritage, Sport, Tourism and Culture Industries Summer Experience Program 2021**

**4.5 Request for Proposal 2021-04 Complete Municipal Building Truck/Jeep**

**4.6 ICYMI Council Highlights May 19, 2021**

*RESOLUTION 2021-180 Hetherington-Smith*

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

*Carried.*

**ACCOUNTS**

**5.1 Accounts in the amount of \$954,125.88**

*RESOLUTION 2021-181 Brunton-Smith*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$954,125.88 as presented.*

*Carried.*

## **BY-LAWS**

- 6.1 **Black Site Plan Agreement**
- 6.2 **Tang Stop up, close and sell Part of Aquila Trail**
- 6.3 **Building By-law**
- 6.4 **Bylaw Alternative Voting**

*RESOLUTION 2021-182 Smith-Kneller*

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

- 6.1 *Black Site Plan Agreement*
  - 6.3 *Building By-law*
  - 6.4 *Alternative Voting – Mail/Internet/Telephone*
- Carried.*

## **CLOSED SESSION**

In accordance with Section 239(2) of the Municipal Act, @001, S.O. 2001, c.25, as amended, Council shall proceed into Closed Session in order to address matters pertaining to:

- (c) Acquisition or disposition of land
- (d) Labour relations or employee negotiations

*RESOLUTION 2021-183 Hetherington-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan moves to a closed session at 2:45 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:*

- (c) Acquisition or disposition of land and
  - (d) Labour relations or employee negotiations.
- Carried.*

*RESOLUTION 2021-184 Brunton-Smith*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan returns to open session at 3:40 pm.*

*Carried.*

## **CONFIRMING BY-LAW AND ADJOURNMENT**

- 7.1 **Confirm the Proceedings of Council and Adjourn**

*RESOLUTION 2021-185 Smith-Brunton*

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

*AND FURTHER THAT, this meeting is now adjourned at 3:45 pm to meet again on Wednesday, June 30, 2021 at 1:00 pm or at the call of the Chair.*

*Carried.*

Approved by:

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Mayor

---

Clerk



rec'd clg  
sent to MHBC



**The Corporation of the  
Municipality of Magnetawan**

Box 70 4304 Hwy 520

Magnetawan ON P0A 1P0

Phone 705 387 3947 Fax 705 387 4875

[www.magnetawan.com](http://www.magnetawan.com)

**APPLICATION FORM**

**ZONING BY-LAW AMENDMENT**

Date Received by Municipality: \_\_\_\_\_

**1) APPLICATION INFORMATION**

Name of Applicant: AMANDA & NIGEL HUNN, LINDA & CHARLES SAUNDERS

Mailing Address: 1576 ALMIRA LAKE ROAD, MAGNETAWAN, ONTARIO L0L 1P0

Telephone Number (Home): 705 783-9104 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: CAUDILL CREDIT UNION

Mailing Address: 2000 FARM ROAD, ORTHERO, ONTARIO

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**4) SUBJECT LANDS**

Geographic Township: SPEICE Concession: A Lot: 22721 P1 L05 94

Reference Plan: \_\_\_\_\_ Part/Block/Lot: \_\_\_\_\_

Street Name and Number: 1743 NIPISSEGA RD. S

(If corner lot, please include both Street Names)

Water Access only: \_\_\_\_\_

(Name of Waterbody)

Area of subject lands (ha): 78.11 ha Frontage (m): \_\_\_\_\_ Depth (m): \_\_\_\_\_

### 5) OFFICIAL PLAN / ZONING STATUS

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

AGRICULTURAL, AGRICULTURE AND RURAL PRESERVATION

What is the current Zoning?

RURAL AND AGRICULTURAL AND ENVIRONMENTAL PROTECTION

### 6) REASONS FOR REQUEST

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

REZONE 2.023 HECTARES TO GENERAL PURPOSE TO ALLOW FOR A COMMERCIAL MAPLE AND PEACH 2 PROPOSED LOTS TO RURAL RESIDENTIAL AND REZONE ANY REMAINING AGRICULTURAL ZONING OR PROTECT TO RURAL ZONE

### 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? RESIDENTIAL BUILDING GARAGE AND FIVE ACCESSORY BUILDINGS

What are they used for? RESIDENTIAL AND STORAGE

Please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	HOUSE	GARAGE	WOOD SHED
Setback from Front Lot Line	21.336m	5.48m	48.16m
Setback from Rear Lot Line			
Setback from Side Lot Line	17.67m	1.83m	9.14m
Setback from Side Lot Line			
Height (metres)	4.8m	3.14m	3.65m
Dimensions	10.36m x 10.97m	6.0m x 3.65m	4.27m x 7.92m
Floor Area	109.26 sqm	22.29 sqm	33.81 sqm
Date of Construction	1977	1950	1920

Please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	SAUNA	BUNKIE	OUTHOUSE
Setback from Front Lot Line	71.73 m	24.99 m	39 m
Setback from Rear Lot Line	53.31 m	79.97 m	86.56 m
Setback from Side Lot Line	55.77 m	44.8 m	55.77 m
Setback from Side Lot Line			
Height (metres)	3.25 m	5.03 m	2.28 m
Dimensions	3.0 m x 4.8 m	5.79 m x 7.95 m	2.13 m x 1.22 m
Floor Area	14.56 sq m	45.89 sq m	3.79 sq m
Date of Construction	1920	1959	1953

Please complete the following for each building or structure:

	Building One	Building Two	Building Three
Type of Building	BATH	STORAGE SHED	
Setback from Front Lot Line	22.25 m	47.55 m	
Setback from Rear Lot Line			
Setback from Side Lot Line			
Setback from Side Lot Line	55.77 m	72.84 m	
Height (metres)	9.144 m	3.078 m	
Dimensions	12.19 m x 9.14 m	3.04 m x 4.26 m	
Floor Area	111.48 sq m		
Date of Construction	1920	1920	

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

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? SEPTEMBER 14 2020

How long have the "existing uses" continued on the subject lands? HOUSE BUILT IN  
1874 GARAGE AND OTHER STRUCTURES BUILT FROM

1920 TO 1959

#### 9) SERVICING

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

Is storm drainage provided by: ☐ Sewer ☒ Ditch ☐ Swale  
☐ Other (describe) \_\_\_\_\_

#### 10) OTHER APPLICATIONS

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

If yes, what is the file number? \_\_\_\_\_

What is the status of the application? \_\_\_\_\_

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

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 sketching

#### 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.

March 18<sup>th</sup> 2021

Date

Signature of Registered Owner(s) or Agent

13) FREEDOM OF INFORMATION

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

March 18<sup>th</sup> 2021

Date

Signature of Registered Owner(s) or Agent

14) PAYMENT OF FEE AND DEPOSIT

☒ Application Fee \$ 700.00

☐ Residential Deposit Fee \$ 1,000.00

(By-law ~~2004-09~~  
2004-29

☒ Commercial/Industrial Deposit Fee \$ 2,500.00

(By-law ~~2004-09~~  
2004-29

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

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

March 18<sup>th</sup> 2021

Date

Signature of Registered Owner(s)

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

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

15) AFFIDAVIT

I, Amanda MUNN of the MUNICIPALITY OF MAGNETAWAN in the DISTRICT OF PARRY SOUND solemnly declare that all of the above statements contained herein and in all exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED BEFORE ME at THE MUNICIPALITY OF MAGNETAWAN in the DISTRICT OF PARRY SOUND this 18 day of March, 2021

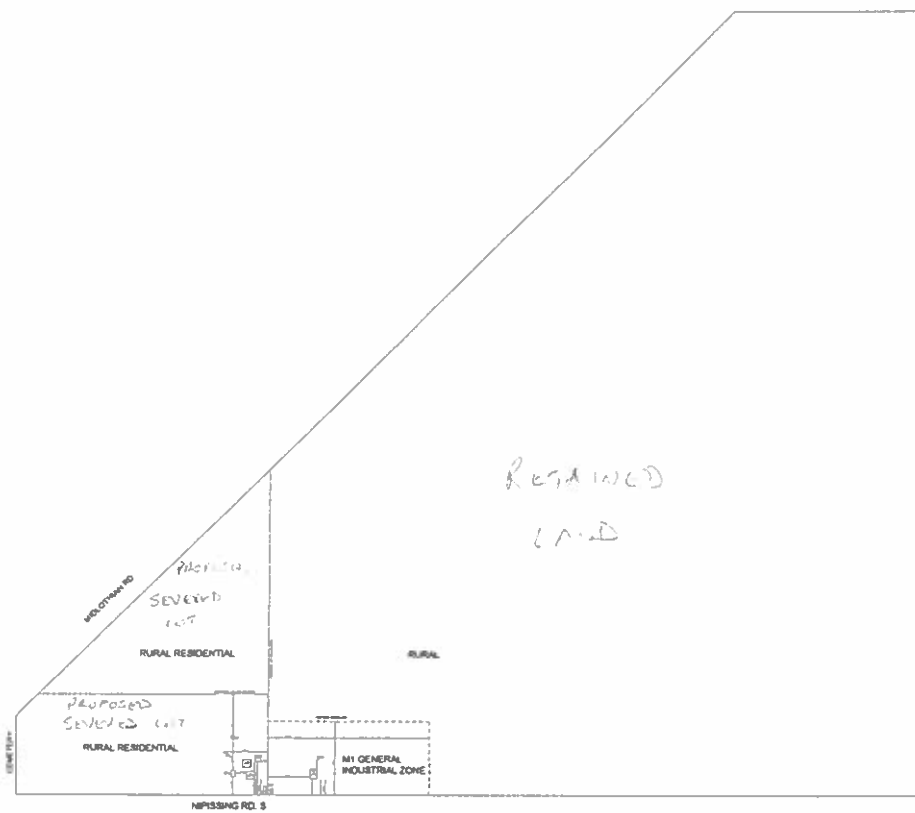
March 18 2021

Date

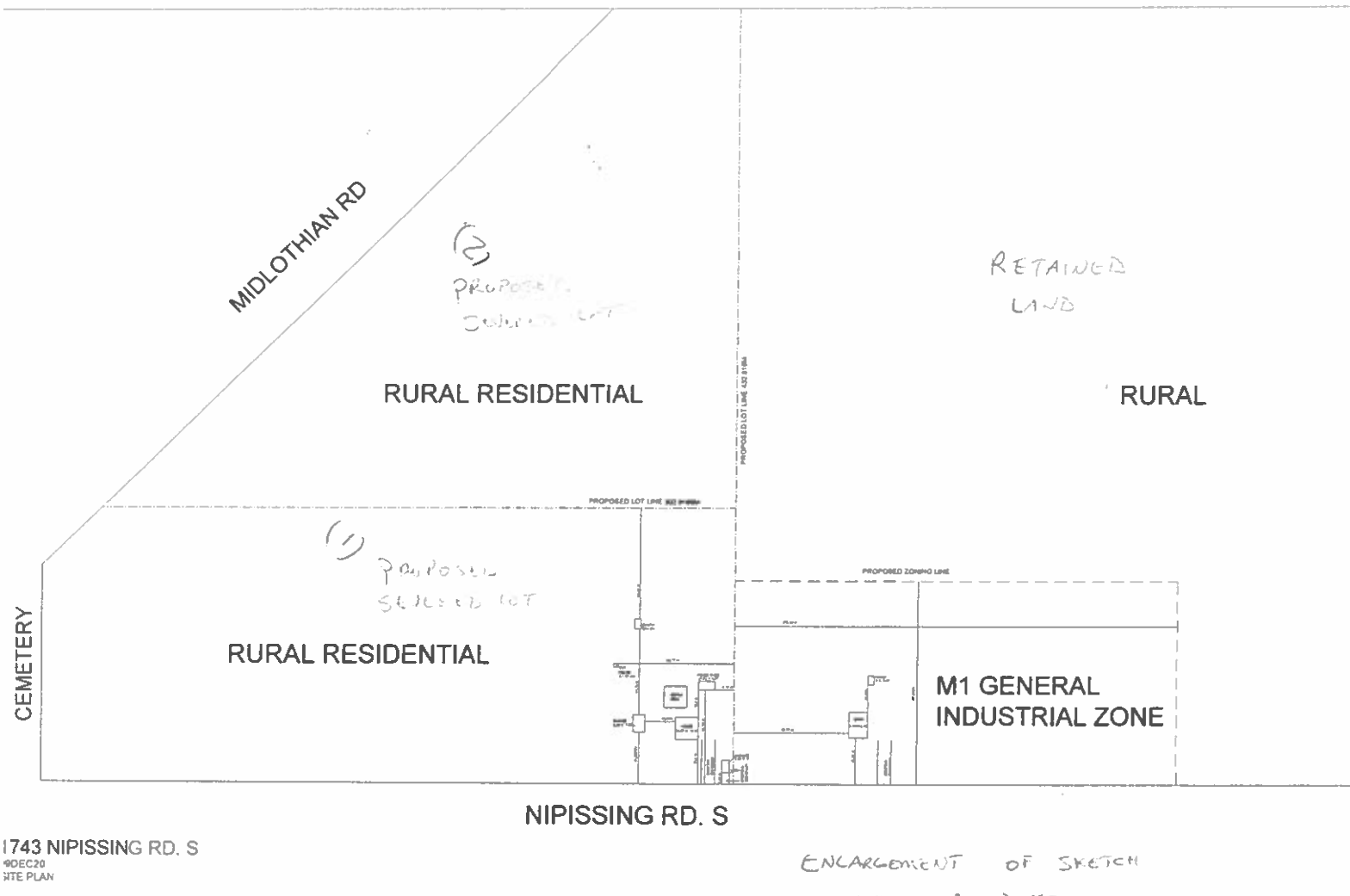
Signature of Registered Owner(s) or Agent

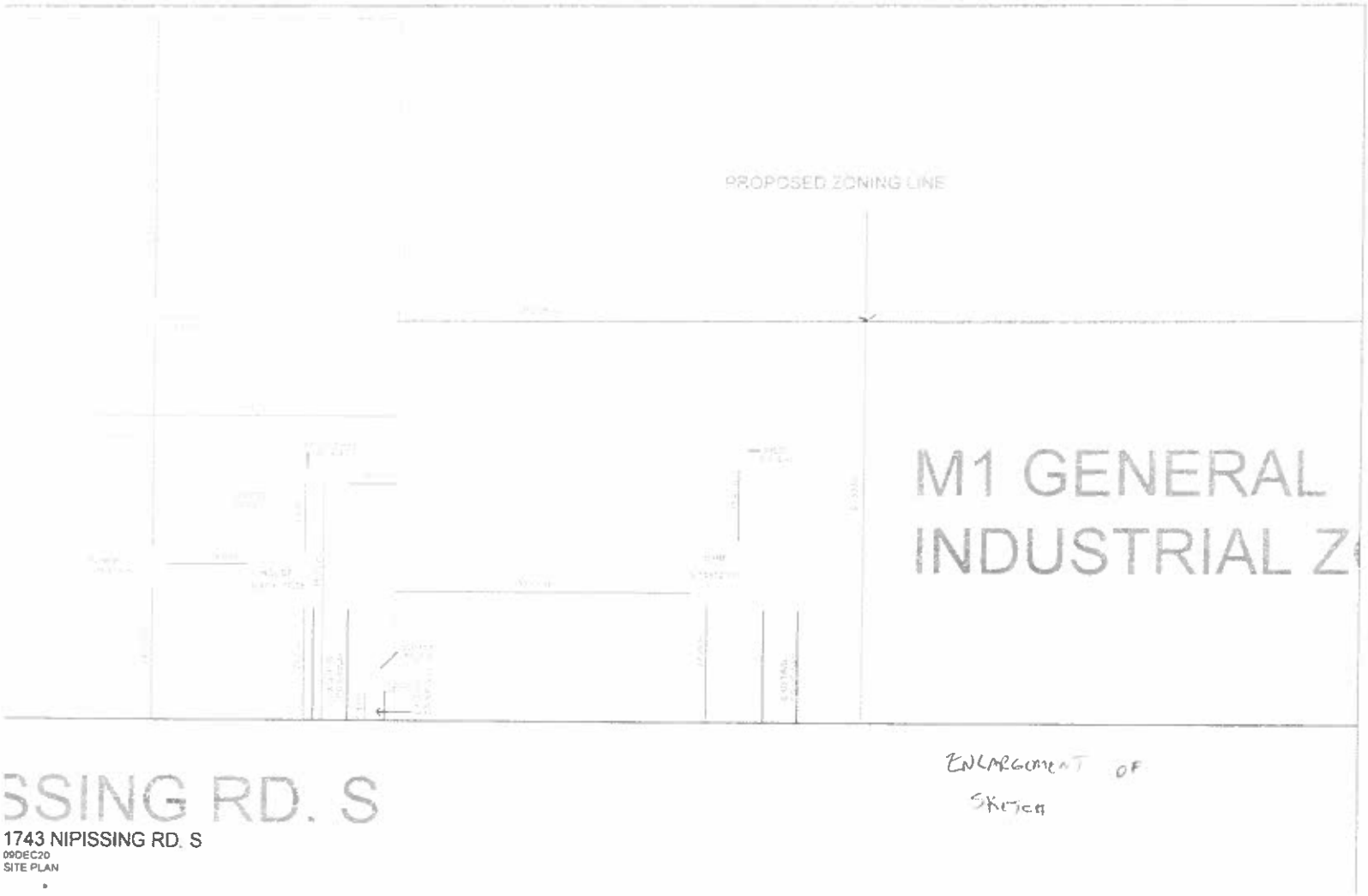
March 18<sup>th</sup> 2021











**THE MUNICIPALITY OF MAGNETAWAN**

**STAFF REPORT**

TO: Nicole Gourlay, Deputy Clerk,  
Municipality of Magnetawan

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

DATE: June 30, 2021

SUBJECT Zoning By-law Amendment – Munn – 1743 Nipissing Road South,  
Municipality of Magnetawan

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**Recommendation**

1. That Council receive this Report;
2. If no comments are received on the proposed application that require further Staff review, that Council enact the attached Zoning By-law Amendment.

**Proposal / Background**

On April 21, 2021 the Central Almaguin Planning Board granted provisional consent to Consent Application B017/20. The provisional consent application seeks to create two new rural residential lots fronting onto Nipissing Road and Midlothian Road.

The Zoning By-law Amendment proposes to rezone the Severed Lot 1 and Severed Lot 2 from the Agricultural Zone to the Rural Residential Zone. In addition, the application proposes to rezone a portion of the Retained Lot from the Agricultural Zone to the Rural Exception Zone.

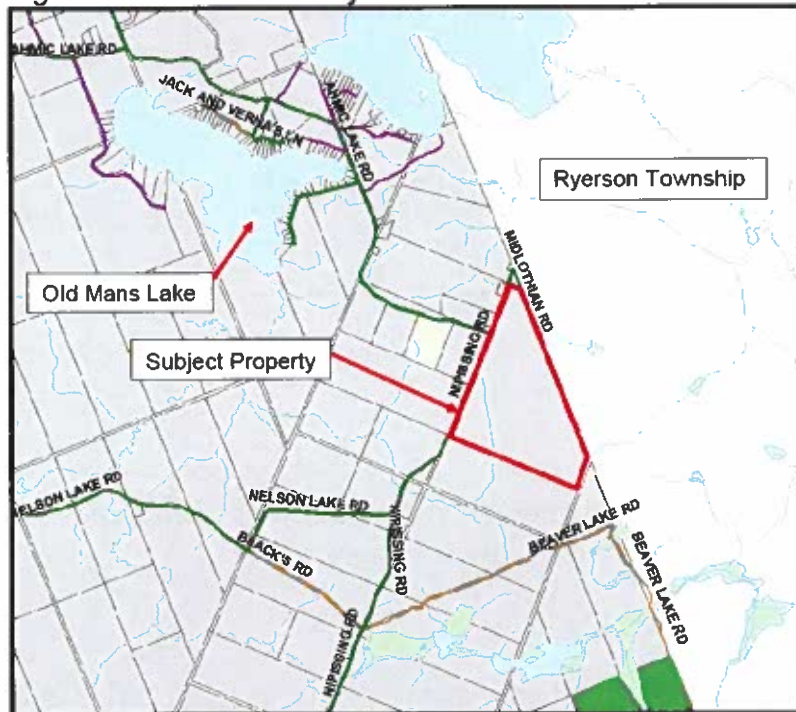
The applicants have filed the current application for Zoning By-law Amendment to rezone the Severed Lot 1 and Severed Lot 2 to the Rural Residential (RR) Zone. A portion of the Retained Lot is to be rezoned from the Agricultural Zone to the Rural Exception Eight (RU-8) Zone to permit a proposed contractor's yard use.

The proposed Zoning By-law Amendment is to satisfy the condition of Consent approval. A formal Reference Plan of the proposed severed lot has not been completed at this time, but will be required prior to satisfaction of all conditions of Consent approval.

## Area Context

The subject property is currently developed with a single detached dwelling, a detached garage, and four storage sheds. The subject property is located on the east side of Nipissing Road. The subject property is bound by Nipissing Road to the west and the Ryerson Township municipal boundary (Midlothian Road) to the east.

*Figure 1: Location of Subject Lands*



The surrounding land uses can be summarized as follows:

**North:** Cornball Store and the Spence Cemetery.

**East:** Midlothian Road and the Ryerson Township Municipal Boundary

**South:** A large tract of forested lands, and Beaver Lake Road further to the south.

**West:** Nipissing Road South, Rural Lands, and an existing ARA License area.

## Policy Analysis

### Provincial Policy Statement

The Provincial Policy Statement (PPS) is a document that provides policy direction on matters of provincial interest concerning land use planning. Ontario has a policy led planning system and the PPS sets the foundation for regulating the development and use of land in the Province. Policies are set out to provide for appropriate development while also protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment.

When making land use planning decisions, Planning Authorities must ensure that decisions are consistent with the PPS.

The subject property is located outside of the Magnetawan Village settlement area and are considered to be Rural Lands by the PPS. The PPS, specifically Section 1.1.5.2 (c), permits residential development, including lot creation, that is locally appropriate and other rural land uses, as permitted uses on Rural Lands. The proposed use of the subject property is consistent with the PPS.

A portion of the retained lands are proposed to contain the existing barn, shed and is to host a future contractor's yard. The contractor's yard would be considered an 'other rural land use' in the context of the PPS. The proposed Zoning By-law Amendment seeks to rezone a portion of the Retained Lot to permit a contractor's yard. Severed Lot 1 is to contain the existing dwelling, garage, shed, septic and drilled well. Severed Lot 2 would, at the present time, be vacant. Future construction of a residential dwelling on the proposed Severed Lot 2 would be considered a permitted use on the subject property.

Section 1.1.4.1 (f) of the PPS states healthy, integrated and viable rural areas should be supported by, *promoting diversification of the economic base and employment opportunities through goods and services, including value-added products*. The future contractor's yard on the retained lot would enable a business opportunity to be located within the Municipality, thereby promoting the diversification of the economic base of the Municipality.

Section 1.1.5.4 of the PPS indicates that *development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted*. The proposed contractor's use is compatible with the surrounding rural land uses and will not negatively impact the character of the area.

Section 2.0 of the PPS contains policies related to the wise use and management of resources. Ontario's long-term prosperity, environmental health, and social well-being is dependent on protecting water and natural heritage features. Upon review of Municipality's Environmental Features mapping the subject property is entirely located within a Deer Wintering Area (Stratum 2). As proposed, uses would not appear to result in vegetation or tree removal within the significant deer wintering habitat area.

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

#### Municipality of Magnetawan Official Plan

The Municipality's Official Plan provides policies to manage change within the Municipality of Magnetawan. The policies in the Plan address the environment, cultural and built heritage, natural resources and servicing and transportation. In accordance with Schedule A – Land Use, the subject lands are designated Agricultural and within the Aggregate & Mineral Resources overlay. In accordance with Schedule B (Natural Features), the subject property is located within the Deer Wintering Area (Stratum 2) overlay.

Section 5.2.1 of the Official Plan contains policies for Rural Areas in the Municipality and states that the permitted uses include residential dwellings and small scale industrial and commercial developments. The existing dwelling on Severed Lot 1, future residential development on

Severed Lot 2 is a permitted use. The proposed contractor's yard is a small scale commercial use and is a permitted use within the Rural designation.

The proposed Zoning By-law Amendment application proposes land uses that are permitted by the Official Plan and are compatible with surrounding land uses. The proposal conforms to the Official Plan contained within the Municipality's Official Plan.

#### Municipality of Magnetawan Zoning By-law

The subject property is Zoned Agriculture (A) and Environmental Protection (EP). Both of the proposed severed lots are located within the Agricultural Zone and the Retained Lot is within the Agricultural and Environmental Protection Zone. The minimum required lot area in the Agricultural Zone is 20 hectares. Severed Lot 1 and Severed Lot 2 do not comply with the minimum lot area standard for agricultural uses and as a result, this application proposes to rezone the lots to the Rural Residential Zone to recognize the future residential use of each of the lots.

A portion of the proposed Retained Lot is to be rezoned from the Agricultural (A) Zone to the Rural Exception Eight (RU-8) Zone to add a contractor's yard as a permitted use, to define the area where the business can operate on the lot and to ensure outdoor storage areas are screened from views from the road and adjacent residential uses. An area measuring 100 metres (Nipissing Road) by 65 metres (depth) is to be rezoned to permit the proposed contractor's use. The defined area is shown in the attached Zoning By-law Amendment.

Staff have also recommended that fencing be included on the portion of the property that is to be rezoned. The intent of this provision is to ensure that the business operates within the portion of the Retained Lot to be rezoned and to screen the business from surrounding residential uses.

A contractor's yard is defined in the Municipality's Zoning By-law as, *"A yard of any general contractor or builder where equipment and materials are stored or where a contractor performs shop or assembly work but does not include any other yard or establishment otherwise defined or classified herein."*

The proposed Retained Lot complies to the Zoning By-law requirements for minimum lot frontage and minimum lot area for the Rural Zone. The proposed Severed Lot 1 and Severed Lot 2 do not comply with the Rural Zone requirements and are to be rezoned to the Rural Residential Zone.

The Applicant has confirmed that the proposed Severed Lot 1 is to contain the existing dwelling, garage and accessory buildings. The proposed Severed Lot 2 is to be vacant and is to host a future residential use. A portion of the proposed Retained Lot is to be as a future contractor's yard operation.

Please refer to Attachment #1 to this Report for a copy of the draft Zoning By-law Amendment.

#### Summary

It is our opinion that the rezoning of Severed Lot 1 and Severed Lot 2, to the Rural Residential Zone and the rezoning of a portion of the Retained Lot to the Rural Exception Eight (RU-8)

Zone, is consistent with the PPS, conforms to the Municipality's Official Plan and represents good land use planning. The proposed Zoning By-law Amendment also seeks to satisfy a condition of Consent approval for File B017/20.

Respectively submitted,



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



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

Attachment 1 – Draft Zoning By-law Amendment

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**  
**BY-LAW NO. [REDACTED]**

Being a By-law to amend By-law No. 2001-26, as amended, the Zoning By-law for the Corporation of the Municipality of Magnetawan with respect to lands located on Concession A, Lots 72 & 73 & Part Lot 74 REM PCL 821 SS, former Township of Spence, Municipality of Magnetawan, municipally known as 1743 Nipissing Road South, Magnetawan (Roll: 494404000601400).

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

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

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

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

1. Schedule 'A-3', to Zoning By-law No. 2001-26 as amended, is further amended by zoning the lands legally described as Concession A, Lots 72 & 73 & Part Lot 74 REM PCL 821 SS, former Township of Spence, Municipality of Magnetawan, municipally known as 1743 Nipissing Road South, Magnetawan from the "Agricultural (A) Zone" to the "Rural Residential (RR) Zone" and the "Rural Exception Eight (RU-8) Zone" as shown on Schedule 'A-1' attached forming part of this By-law.
2. Section 4.6 of By-law 2001-26 is hereby amended by adding the following section.

***4.3.3.3 Rural Exception Eight (RU-8) Zone, as amended.***

*Notwithstanding the provisions of this By-law to the contrary, within the Rural Exception Eight (RU-8) Zone the following shall apply:*

1. *A Contractor's Yard shall be permitted.*
2. *Outdoor storage areas within the Rural Exception Eight (RU-8) Zone shall be screened from views from the roadway and adjacent residential uses.*
3. *All development shall be subject to Site Plan Control pursuant to Section 41 of the Planning Act.*



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

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

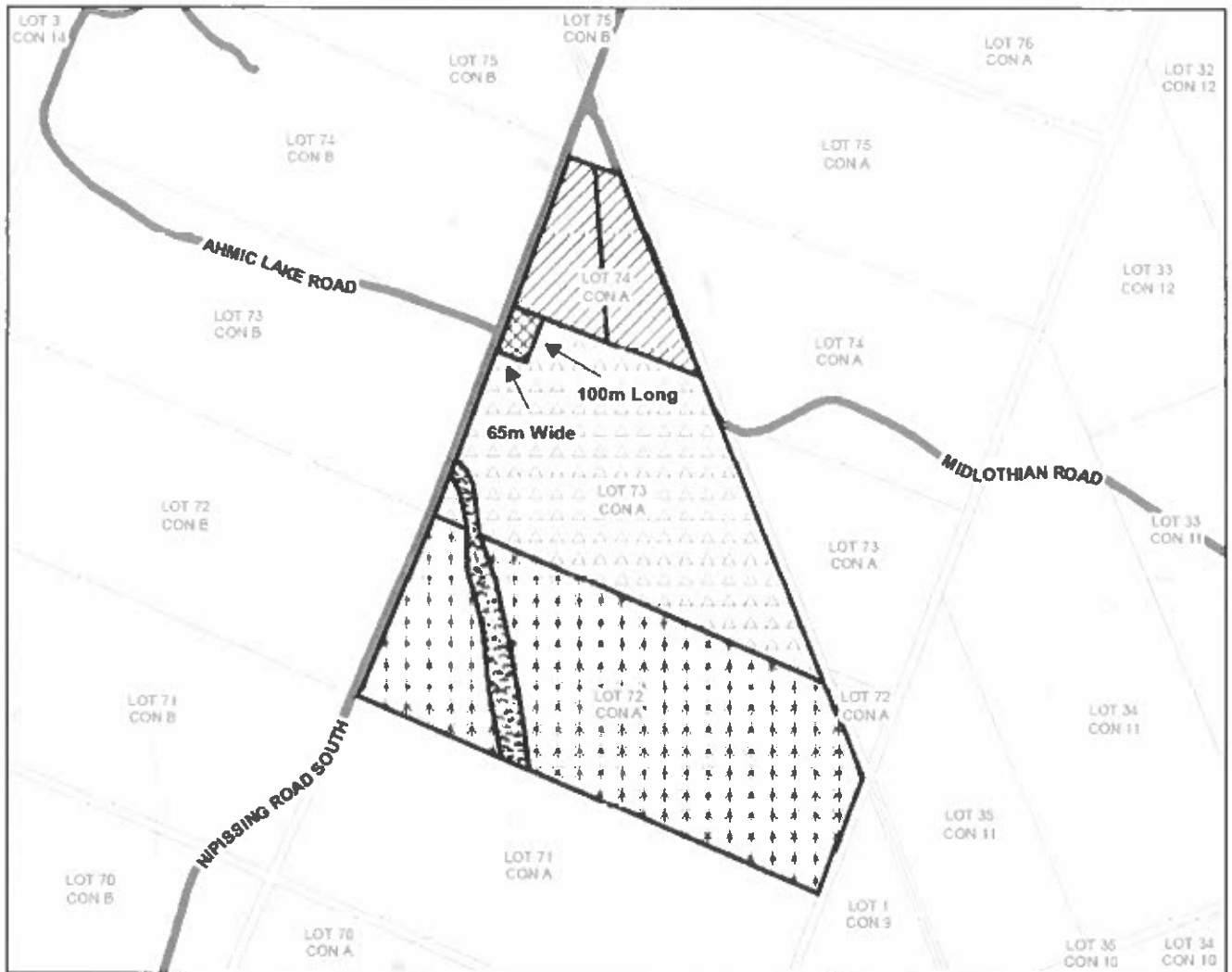
\_\_\_\_\_  
Sam Dunnett, Mayor






\_\_\_\_\_  
Kerstin Vroom, Clerk



## Schedule 'A' to Zoning By-law Amendment \_\_\_\_\_

1743 Nipissing Road South  
Lots 72 and 73, Concession A  
Part of Lot 74, Concession A  
Geographic Township of Spence  
Municipality of Magnetawan  
District of Parry Sound



-  Lands to be rezoned from Agricultural (A) Zone to Rural Residential (RR) Zone
-  Lands to be rezoned from Agricultural (A) Zone to Rural Exception 8 (RU-8) Zone
-  Lands to be rezoned from Agricultural (A) Zone to Rural (RU) Zone
-  Lands to remain Rural (RU) Zone
-  Lands to remain Environmental Protection (EP) Zone

This is Schedule 'A' to Zoning By-law \_\_\_\_\_  
Passed this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

# THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

## SITE PLAN AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

Munn, Amanda

Munn, Nigel

Saunders, Charles

Saunders, Linda

(hereinafter called the "OWNER")  
OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter called the "MUNICIPALITY")  
OF THE SECOND PART

**WHEREAS** the lands that are the subject to this Agreement are the lands described in Schedule "A" attached hereto and as specifically shown on a Site Plan attached hereto as Schedule "B" and which lands are referred to herein as "said land";

**AND WHEREAS** the **OWNER** has obtained a zoning by-law amendment as part of the provisional consent from the Central Almaguin Planning Board on April 21, 2021 under File B017/20, MAGNETAWAN;

**AND WHEREAS** one of the conditions of the approval of this zoning by-law amendment is that the Owner enter into a Site Plan Agreement to preserve existing vegetation along Nipissing Road and the interior side lot lines to maintain rural characteristics;

**AND WHEREAS** the **OWNER** must enter into a Site Plan Agreement as a condition of the zoning by-law amendment to ensure a fencing/vegetation buffer is maintained around the specified contractor's yard to the satisfaction of the Municipality and protect sightlines and noise from the abutting residential properties;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and for other good and valuable consideration (the receipt of which is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

## **1. SCOPE OF AGREEMENT**

### **1.1 DESCRIPTION OF LANDS**

The land affected by this Agreement are the lands described in Schedule "A" attached hereto, and as specifically shown on Schedule "B" attached hereto and referred to herein as "said lands".

### **1.2 CONFORMITY OF AGREEMENT**

The OWNER covenants and agrees that all new work performed on the subject lands shall be in conformity with:

- a) The provisions of this Agreement;
- b) The Site Plan attached as Schedule 'B';
- c) All applicable Municipal By-laws and all applicable Provincial and Federal legislation.

## **2. REGISTRATION OF THE AGREEMENT**

- 2.1 The OWNER agrees that all documents required herein shall be submitted in a form suitable to the MUNICIPALITY and suitable for registration.
- 2.2 The Agreement shall be registered on title to the subject lands as provided for by Section 41(10) of the Planning Act, by the Municipality, at the expense of the OWNER.
- 2.3 The OWNER agrees to reimburse the MUNICIPALITY for all administrative and professional costs incurred in preparing, executing and registering this Agreement.
- 2.4 The OWNER agrees not to make any application or request to deregister this Agreement without the authorization in writing from the MUNICIPALITY.
- 2.5 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement

## **3. ISSUANCE OF BUILDING PERMITS**

- 3.1 The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until the Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the MUNICIPALITY.
- 3.2 It is agreed that if the OWNER fails to apply for a building permit or permits to implement this Agreement within two (2) years after registration, then the MUNICIPALITY, at its option, has the right to terminate the Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

4. **DEVELOPMENT PROVISIONS**

- 4.1 The OWNER agrees to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and agree that no work will be performed on the subject lands except in conformity with all provisions of this Agreement.
- 4.2 The OWNER agrees that external lighting facilities on the subject lands and buildings will be designed and constructed so as to avoid the illumination of adjacent properties and waterways and agrees to only use a level of illumination that is consistent with the natural beauty of the surrounding properties and waterbody. All lighting shall be dark sky compliant lighting.
- 4.3 The OWNER further agrees to provide and maintain appropriate construction mitigation measures during any construction activity to ensure that there are no adverse environmental impacts on the natural heritage features including any watercourse or waterbody.
- 4.4 The OWNER further agrees to preserve and maintain the existing natural vegetation on the said lands outside of those areas identified for building, septic and driveways as shown on Schedule "B", the site plan.
- 4.5 The OWNER further agrees to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and wastewater from the land and from any buildings or structures thereon as shown on Schedule "B" and will ensure that the natural drainage is not altered in any way that will cause damage to any adjacent lands, public highway or waterbody. The installation of storm water management works and the final grading of the subject lands, including any and all necessary ditching, culverts and construction mitigation measures will be provided by the OWNER.
- 4.6 The OWNER agrees to ensure that the natural drainage is not altered in any way that will cause damage to the vegetative buffers, any adjacent lands, or any river, stream, waterbody or to any public road.

5. **OTHER REQUIREMENTS**

- 5.1 The OWNER agrees that nothing in this Agreement shall relieve him or her from complying with all other applicable agreements, by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY or its Chief Building Official from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

6. **BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, PENALTY**

- 6.1 This Agreement may only be amended or varied by a written document executed by the parties hereto and registered against the title to the subject lands.
- 6.2 Following the completion of the works, the OWNER shall maintain to the satisfaction of the MUNICIPALITY, and at his or her sole expense, all the facilities or works described on Schedule "B".
- 6.3 This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 6.4 The OWNER acknowledges that the Agreement is entered into under the provisions of Section 41(10) of the Planning Act, and that the expenses of the MUNICIPALITY arising out of the enforcement of this Agreement may, in addition to any other remedy the Municipality may have at law, be recovered as taxes under Section 427 of the Municipal Act, 2001, S.O. 2001, c.25 as amended.
- 6.5 The Agreement shall come into effect on the date of execution by the MUNICIPALITY.
- 6.6 Nothing in this Agreement shall relieve the OWNER from complying with all other applicable by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
- 6.7 The definitions of Municipality of Magnetawan Zoning By-law 2001-26, as amended, shall be used to define any terms used in this Agreement.

7. **CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY**

- 7.1 Prior to the execution of this Agreement by the MUNICIPALITY, the OWNER shall:
- a) Taxes — have paid all municipal tax bills issued and outstanding on the said lands;
  - b) Postponements to this Agreement — have delivered to the MUNICIPALITY all postponements of any prior encumbrances so that this Agreement will be first priority against the said lands;
  - c) Land Ownership — be the registered owner in fee simple of the lands described in Schedule 'A'.

8. **NOTICE**

- 8.1 Any notice, required to be given pursuant to the terms hereto, shall be in writing and mailed or delivered to the other at the following addresses:

OWNER'S NAME AND ADDRESS: Amanda & Nigel Munn  
1576 Ahmic Lake Rd,  
Magnetawan, ON  
P0A 1P0

Charles & Linda Saunders  
64 Johnston Road,  
Magnetawan, ON  
P0A 1P0

MUNICIPALITY: Kerstin Vroom, Clerk  
Municipality of Magnetawan  
P.O. Box 70  
Magnetawan, ON  
P0A 1P0

**THIS AGREEMENT** shall inure to the benefit of and be binding upon the OWNER and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the OWNER and the MUNICIPALITY have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Amanda Munn

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Nigel Munn

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Charles Saunders

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Linda Saunders

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

Mayor  
Sam Dunnett

---

CAO/Clerk  
Kerstin Vroom

We have authority to bind the corporation



## **SCHEDULE "A"**

### **LEGAL DESCRIPTION OF THE LANDS**

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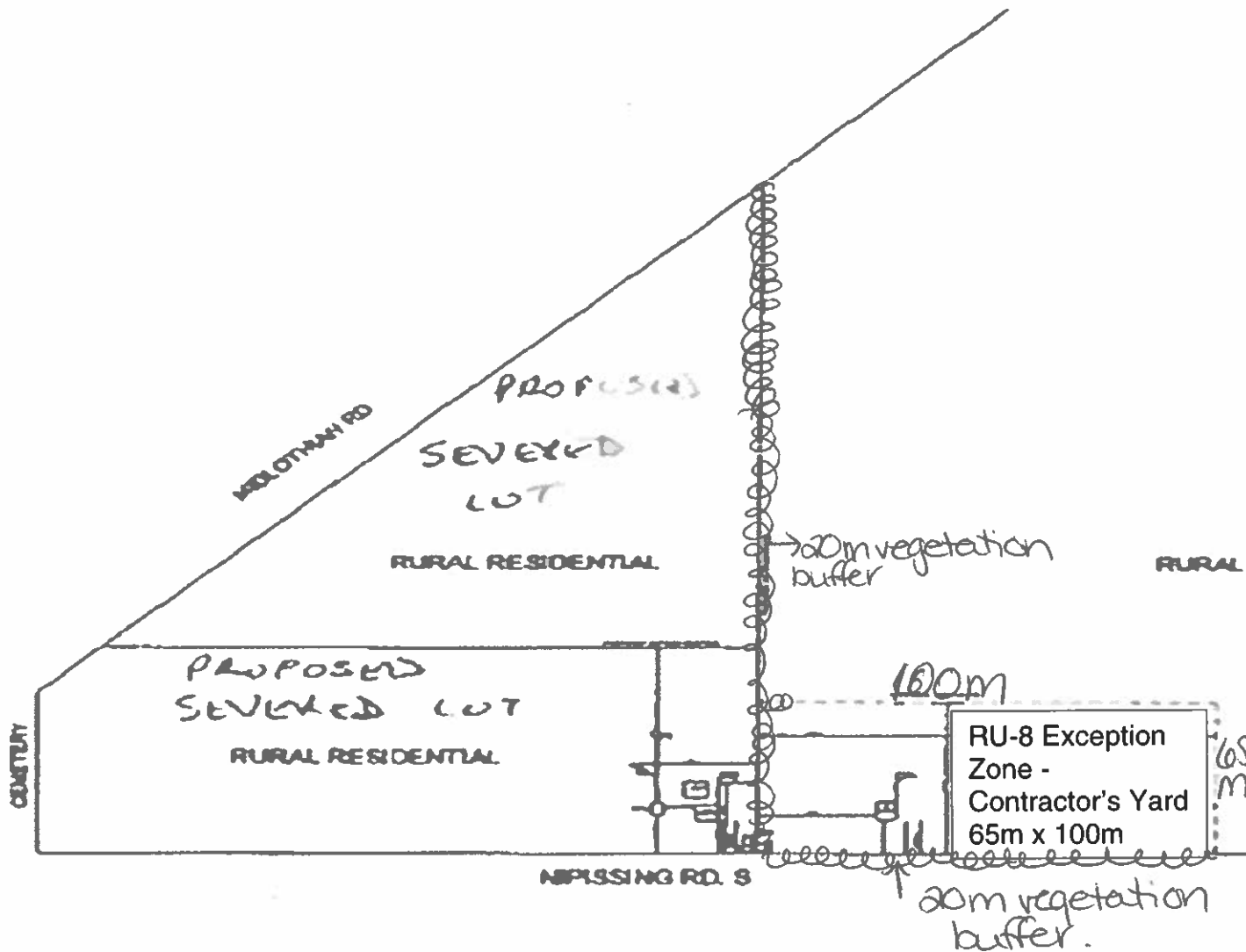
SPENCE CON A LOTS 72 & 73 & PT LOT 74 REM PCL 821 SS,  
municipally known as 1743 NIPISSING RD S

## SCHEDULE "B"

### SITE PLAN

The Site Plan signed by the Chief Administrative Officer/Clerk of the Municipality of Magnetawan on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Clerk





### COUNCIL DEPUTATION REQUEST

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

*PLEASE PRINT*

COUNCIL DATE REQUESTED: June 30, 2021 (subject to availability)

SUBJECT: Site agreement at 15th 16th Side Road

NAME: Mark Langford

ADDRESS: 200 Langford Lane

Magnetawan, ON P0A 1P0

PHONE: HOME: 705-387-4214

BUSINESS: cell 705-783-6229

EMAIL ADDRESS: ahmicms@gmail.com

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

Jim and Robin Herrnstein

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

Discuss 2 provisions in the draft agreement highlighted on the attached pages

Submit a letter from Terry Fraser in regards to the draft agreement, letter will be submitted as soon as it is received

Personal information on this form will be used for the purposes of sending correspondence relating to matters before Council. Your name, address, comments, and any other personal information, is collected and maintained for the purpose of creating a record that is available to the general public in a hard copy format and on the internet in an electronic format pursuant to Section 27 of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended. Questions about this collection should be directed to the Clerk's office at [clerk@magnetawan.com](mailto:clerk@magnetawan.com) or 705 387 3947 x201

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

ORIGINAL  
STANDARD

Schedule 'A' to By-law .....

THIS LICENSE AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

(hereinafter called the "Municipality")  
OF THE FIRST PART

- and -

**JAMES REZSO HERRNSTEIN AND ROBESON MCGARY HERRNSTEIN**

(hereinafter jointly called the "Licensee")  
OF THE SECOND PART

WHEREAS the Licensee is the registered owner of the lands and premises more particularly described in paragraph 1 of Schedule "A" attached hereto (the "Licensee's Lands");

AND WHEREAS the Licensee desires to gain access to the Licensee's Lands via an unopened road allowance under the Municipality's jurisdiction (the Municipality's Lands) which is described in Paragraph 2 of Schedule "A";

AND WHEREAS the Municipality has agreed to permit the Licensee to construct and maintain such driveway on a portion of the Municipality's Lands in the area described in Paragraph 3 of Schedule "A" (the Licensed Area) subject to the requirement that the Licensee enter into an agreement with the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

**1. LICENCE AND PROVISIONS**

The Municipality hereby permits and consents to the Licensee establishing and maintaining a driveway upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".

This license is granted for the sole purpose of providing driveway access to the Licensee's Lands for seasonal residential use between May 01 and November 30 (inclusive) of each calendar year. No winter maintenance activities (being snow removal or the application of sand/salt) are authorized.

**2. INDEMNIFICATION FROM LIABILITY AND RELEASE**

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission hereinbefore granted and/or the exercise by the Licensee of such permission and/or the presence of the driveway or in any matter related thereto.

The Licensee hereby releases and forever discharges the Municipality, its officers, servants, officials and agents from any claim, demand, loss, cost, charge or expense which may arise as a result of the Municipality performing any municipal work in or upon the Licensed Area which may damage or interfere with the driveway.

ORIGINAL  
STANDARD

3. TERM, FEE AND PROPERTY TAXES

- (a) Term - This Licence Agreement shall be effective upon the date of execution by the Municipality and shall continue from year to year subject to the termination provisions hereinafter set forth.
- (b) Annual Fee - The Licensee shall pay an applicable fee (as established by the Municipality's Fees and Charges By-law) prior to the execution of this agreement and each year thereafter on or before February 1<sup>st</sup>. Should such amount remain unpaid on the 2<sup>nd</sup> of February in each calendar year, the Municipality may add the amount owing to the Tax Roll of the Licensee's Lands. (Note: There shall be no pro-rating of applicable fee.)
- (c) Municipal Taxes - It is a condition of this license agreement that the Licensee shall maintain the property tax account for the Licensee's Lands in good standing. For the purposes of this agreement "in good standing" shall mean that all property taxes imposed upon the Licensee's Land for the then current tax year shall be paid in full no later than 1<sup>st</sup> of November of that tax year and if such property taxes are not in good standing the Licensee is deemed to be in default of this Agreement.

4. TERMINATION OF AGREEMENT

- (a) This Agreement may be terminated by the Municipality:
  - (1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion; or
  - (2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have thirty (30) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- (b) This Agreement will automatically terminate:
  - (1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;
  - (2) upon the removal of the driveway and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS  
ACKNOWLEDGMENT OF LIMITED SERVICE DELIVERY

- (a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- (b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly, the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with the public travel along the unopened road allowance.

**TERRY E. FRASER, B.A. (Hons.), LL.B.**

*Barrister, Solicitor & Notary Public*

55 Church Street, Parry Sound, Ontario P2A 1Y8

Telephone (705) 746-7847 Fax (705) 746-8401

Email: [fraserlaw@vianet.ca](mailto:fraserlaw@vianet.ca)

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June 14, 2021

To: Mr. Peter Fairley and Mr. Mark Langford

Re: License Agreement between the Municipality of Magnetawan & James & Robeson Herrnstein  
My File No.: 10782.21

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Mr. Fairley and Mr. Langford have asked for my comments on the proposed License Agreement for the use of an unopened Road Allowance in the Municipality of Magnetawan.

The License Agreement appears to be an updated version of the Road Allowance Use Agreement that has been in use for many years.

Over many years I have successfully questioned the termination clauses that were built into this agreement as the existing wording is not entirely fair. On many occasions I have managed to speak to Municipal Councils and have more reasonable wording inserted. I know that the intention is to make sure that the good actions of the Municipality do not come back to cause them a headache in the event of unforeseen events. I agree with this intent. In this instance I feel that the termination of the Right of Use should be based upon a valid public need that is frustrated by the existing use.

As the public does have the right to use the unopened Road Allowance it would appear that the Right of Termination is more of a punitive measure as it would also likely trigger the requirement to remove improvements. The lack of clarity of what would need to be removed might lead to an enforcement problem. It should be specified that any removal would be limited to signage and culverts so that the use would be prevented without a great deal of uncertainty as to what is to be done.

I do not agree with the insurance clause in paragraph seven (7), but I do not recall ever having any success in that matter. My point is that if the Municipality is not maintaining the Road Allowance, then the liability for poor maintenance that caused an accident is zero. I understand that the Municipalities have deep pockets and I respect the fact that their solicitors must do their best to protect those deep pockets.

I note that paragraph one indicates that there would be no access other than between May 1 and November 30 of each year. I do not recall this clause being in the older versions of this agreement that I have reviewed. As cottages and cottage use have evolved over the years it is now more likely than ever before that any potential cottager intends to make use of the cottage property in the winter months. As the Herrnstein's are intending to construct a nice residential building it is likely that they would intend to use the property throughout the entire year. If there is some specific evil that the winter use will cause perhaps it can be addressed in another fashion.

Various forms of this agreement have been used throughout Muskoka/Parry Sound District for many years. I would suggest that with a few minor amendments that this is a good document that will benefit the rate payer and of course eventually benefit the Municipality with additional tax dollars and the knowledge that the Municipality assisted a ratepayer to make proper optimum use of lands in the Municipality.

I have not reviewed the legal descriptions on the License Agreement. I would hope that this has already been done. If this has not been done let me know and I will conduct title searches to make sure the right route and length of the route is in place for practical use by the Herrnstein's.

Yours very truly,

  
TERRY E. FRASER  
TEF/ur

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# Russell, Christie, LLP

Barristers & Solicitors

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W.D. (Rusty) Russell, Q.C., (1925-2019)  
Douglas S. Christie, B.A., LL.B.  
William S. Koughan, LL.B.  
Edward B. Veldboom, MSc. Pl. LL.B.

Michael F. Sirdevan, B.A. (Hons), LL.B.  
Jennifer E. Biggar, B.A., (Hons), J.D.  
Tugba Karademir, OLY, B.A. (Hons), J.D.

Please respond to:  
Edward B. Veldboom, Ext. 237  
Email: [eveldboom@russellchristie.com](mailto:eveldboom@russellchristie.com)

June 17, 2021

Kerstin Vroom, CAO/Clerk  
The Corporation of the Municipality of Magnetawan  
4304 Hwy #520, P.O. Box 70  
Magnetawan, Ontario  
P0A 1P0  
via email to [Clerk@magnetawan.ca](mailto:Clerk@magnetawan.ca)

Dear Ms. Vroom,

Re: Herrnstein License Agreement

You have requested our comments concerning the letter submitted by the Herrnsteins and/or their agent Mark Langford in relation to the draft license agreement that would authorize the Herrnsteins to alter/maintain a currently unopened road allowance. The letter was authored by Terry Fraser (a solicitor) and is dated June 14<sup>th</sup>, 2021.

The letter focuses on a number of specific clauses in the agreement including:

1. The termination provisions, specifically the Municipality's right to terminate at its sole discretion upon the giving of six (6) months notice;
2. The requirement to provide insurance coverage naming the Municipality as an additional insured;
3. The restriction on maintenance activities between December 1 and April 30.

We will address those issues and Mr. Fraser's specific comments in that order. As a preliminary comment we would note that the Municipality's decision to grant permission is a discretionary matter. There is no statutory obligation to allow such work to occur.

The Termination Provisions

Mr. Fraser has offered a reasonable assertion as to the underlying rationale for the provision. That said, his suggestion to amend the provision to require the Municipality to formally justify

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Website: [www.russellchristie.com](http://www.russellchristie.com) General Email: [info@russellchristie.com](mailto:info@russellchristie.com)



its termination eliminates the discretionary aspect of the initial granting of the privilege. The introduction of that language also introduces an opportunity for the Licensee to challenge the validity of the termination on the stipulated grounds. Finally, with the introduction of that language, the Licensee's right to maintain becomes more "permanent" and thus, one might view the granting of the license as being akin to a disposal of the property.

The termination clause at issue is present in numerous license agreements within Magnetawan and is commonly required by other municipalities. In our opinion, there is no need or basis for the Municipality to relinquish its unilateral right to terminate on 6 months notice. If the Municipality does want to "soften" the perceived impact of the provision, it could extend the notice period to 12 months (which is a notice period we have encountered).

During our conversations with the Herrnsteins representative (Peter Fairley, also a lawyer) we did indicate that, in our experience, the instances of occasions that gave rise to the exercise of this specific termination right were rare.

#### The Insurance Requirement

Mr. Fraser has suggested that "...if the Municipality is not maintaining the Road Allowance then the liability for poor maintenance that caused an accident is zero".

In our opinion Mr. Fraser's assertion is not accurate. Although a municipality has no obligation to maintain its unopened road allowances (by operation of subsection 31(4) of the *Municipal Act, 2001*), liability in relation to the use of an unopened road allowance by any member of the public still exists.

Unopened road allowances (as well as recreational trails both on unopened road allowances and in other locations), are subject to the *Occupiers' Liability Act*, R.S.O. 1990 as amended. Pursuant to section 3(1) of the Act, the occupier is required to "*take such care as, in all the circumstances of the case, is reasonable to see that persons entering the premises, and the property brought on the premises by those person are reasonably safe while on the premises*". It must be noted that subsection (2) imposes this duty whether or not "*the danger is caused by the condition of the premises or by an activity carried on on the premises*".

Based upon the definition of an "*occupier*" in the Act, both a property owner (authorized under a License Agreement) and the Municipality could be considered to be the occupier of an unopened road allowance.

Without further considering the Act, it is clear that any municipality will be judged by the reasonableness of its actions in making its property safe, recognizing that the unopened road allowance remains open to public use. The implication of subsection (2) is that municipalities must take action, not only to make their property safe, but to take certain actions to prohibit or prevent specific activities from occurring on their property. The concern is not about unopened road allowances that are simply left in their natural state but instead with respect to those which the municipality has expressly authorized to be altered in a way that makes the unopened road allowance more accessible, in particular by motor vehicles.

In consideration of the wide-ranging liability imposed by section 3, the Act balances "responsibilities" between the occupier and those who enter onto the property. Section 4(1) relieves the occupier from liability where the risks have been "*willingly assumed by the person who enters the premises*". Where there is "*willing assumption of risks*", the Act changes the duty to one where the occupier must not "*create a danger with the deliberate intent of doing*

*harm...and not to act with reckless disregard...* The Act specifically identifies “unopened road allowances” as being subject to the modified duty of care. Thus, when authorizing an individual to undertake significant works upon a road allowance, the municipality cannot simply ignore or “turn a blind eye” to what then happens on the unopened road allowance simply because the Municipality has not duty to maintain it.

The courts have addressed provided guidance on the phrase “reckless disregard”. In the context of the presence of a snowmobiler on an unopened road allowance, the Ontario Court of Justice stated that “*to act with reckless disregard of the presence of a snowmobiler means doing or omitting to do something which he or she should recognize as likely to cause damage or injury to the snowmobiler present on his or her premises, not caring whether such damage or injury results*”. This categorization of the duty can be applied to the presence of motor vehicles and pedestrian traffic on the licensed area of an unopened road allowance. Thus, (for example) by allowing a property owner to install culverts and gravel driveways in a variety of terrains, there remains a potential for liability to be imposed on both the Licensee and the Municipality, if the work conducted by the Licensee results in injuries to another person or their property.

Although Licensees agree to indemnify the Municipality in the agreements, it remains open to an injured party to sue both occupiers (the Licensee and the Municipality). If the Licensee does not have adequate resources and/or insurance and liability is imposed jointly and severally, the Municipality “*deep pockets*” remain exposed. Thus, requiring a Licensee to have insurance that names the Municipality as an additional insured is of benefit to the Municipality.

#### The Restrictions on When Maintenance is Authorized

It appears that Mr. Fraser has misconstrued the limitation. A license agreement does not authorize or prohibit use of an unopened road allowance. The right of passage is a common law right that exists at all times until such time as a road closing by-law is passed and registered. That said, the common law right must be exercised in the conditions that exist.

This agreement simply limits maintenance activities, not use, to specified time periods. It does not limit any member of the public from using the unopened road allowance at any time of the year. Thus, if the Herrnsteins construct the roadway and there is no significant accumulation of snow on January 1<sup>st</sup>, conceivably they could use the roadway to access their property. Conversely if there is significant snowfall, they may have to resort to snowshoeing/skiing or utilizing a snowmobile.

It remains within Council’s discretion to modify the dates provided therein. As we understand the dates in the draft agreement were required by the Municipality to align with the seasonal zoning that applies to the Herrnstein property.

We trust our comments are of assistance.

Sincerely,



Edward B. Veldboom  
(electronically signed)

REVISED  
MAGNETAWAN  
LEGAL

Schedule 'A' to By-law .....

THIS LICENSE AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

(hereinafter called the "Municipality")  
OF THE FIRST PART

- and -

**JAMES REZSO HERRNSTEIN AND ROBESON MCGARY HERRNSTEIN**

(hereinafter jointly called the "Licensee")  
OF THE SECOND PART

WHEREAS the Licensee is the registered owner of the lands and premises more particularly described in paragraph 1 of Schedule "A" attached hereto (the "Licensee's Lands");

AND WHEREAS the Licensee desires to gain access to the Licensee's Lands via an unopened road allowance under the Municipality's jurisdiction (the Municipality's Lands) which is described in Paragraph 2 of Schedule "A";

AND WHEREAS the Municipality has agreed to permit the Licensee to construct and maintain such driveway on a portion of the Municipality's Lands in the area described in Paragraph 3 of Schedule "A" (the Licensed Area) subject to the requirement that the Licensee enter into an agreement with the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. LICENCE AND PROVISIONS

The Municipality hereby permits and consents to the Licensee establishing and maintaining a driveway upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".



2. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission hereinbefore granted and/or the exercise by the Licensee of such permission and/or the presence of the driveway or in any matter related thereto.

The Licensee hereby releases and forever discharges the Municipality, its officers, servants, officials and agents from any claim, demand, loss, cost, charge or expense which may arise as a result of the Municipality performing any municipal work in or upon the Licensed Area which may damage or interfere with the driveway.

3. TERM, FEE AND PROPERTY TAXES

- (a) Term - This Licence Agreement shall be effective upon the date of execution by the Municipality and shall continue from year to year subject to the termination provisions hereinafter set forth.

- (b) Annual Fee - The Licensee shall pay an applicable fee (as established by the Municipality's Fees and Charges By-law) prior to the execution of this agreement and each year thereafter on or before February 1<sup>st</sup>. Should such amount remain unpaid on the 2<sup>nd</sup> of February in each calendar year, the Municipality may add the amount owing to the Tax Roll of the Licensee's Lands. (Note: There shall be no pro-rating of applicable fee.)
- (c) Municipal Taxes - It is a condition of this license agreement that the Licensee shall maintain the property tax account for the Licensee's Lands in good standing. For the purposes of this agreement "in good standing" shall mean that all property taxes imposed upon the Licensee's Land for the then current tax year shall be paid in full no later than 1<sup>st</sup> of November of that tax year and if such property taxes are not in good standing the Licensee is deemed to be in default of this Agreement.

#### 4. TERMINATION OF AGREEMENT

- (a) This Agreement may be terminated by the Municipality:
  - (1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion, acting reasonably; or
  - (2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have thirty (30) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- (b) This Agreement will automatically terminate:
  - (1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;
  - (2) upon the removal of the driveway and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

#### 5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS ACKNOWLEDGMENT OF LIMITED SERVICE DELIVERY

- (a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- (b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly, the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with the public travel along the unopened road allowance.
- (c) The Licensee acknowledges that the Licensee's Lands do not front on an improved public road and, as such, the receipt and/or delivery of public services to the Licensee's Lands may be limited or restricted, including but not limited to fire protection services, garbage collection services, school busing, etc.

6. CONSTRUCT, REPAIR AND REMOVAL

- (a) In consideration of the permission and consent hereby given ,  
the Licensee:
- (1) shall, at its own expense, construct and maintain the driveway within the Licensed Area;
  - (2) shall not pave or otherwise hard surface the driveway;
  - (3) shall, at its own expense, obtain all required governmental approvals for the construction of the driveway, including the submission, review and approval of a work plan for the driveway;
  - (4) shall, at its own expense, keep and maintain the driveway in a safe, good and proper repair and condition;
  - (5) shall, upon termination of this Agreement, forthwith remove the driveway and repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- (b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor for such purpose and the cost thereof.
- (c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain in the Licensed Area in a safe condition, or to repair or remove the driveway as required by this Agreement, the Municipality may alter, repair or remove the same at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. INSURANCE CERTIFICATE AND POLICY

- (a) Policy of Insurance - The Licensee shall yearly keep an insurance certificate with an Insurance Company satisfactory to the Municipality, against any liability that may arise out of authorization granted hereunder or any use of the Licensed Area.
- (b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall contain:
- (1) a cross-liability clause;
  - (2) product/completed operation coverage;
  - (3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
  - (4) shall include the following as an additional insured:
    - i) The Corporation of the Municipality of Magnetawan

- (5) Notice of Cancellation - a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.
- (c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified in paragraphs (a), (b), (c), (d) and (e) above is in effect.
- (d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect.
- (e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

#### 8. DEPOSITS

- (a) The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule "B", prior to the date of execution of this Agreement by the Municipality.
- (b) Without limiting the generality of section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this agreement, exceeds the deposit, the Licensee shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this agreement.

#### 9. EXPENSES TO BE PAID BY THE LICENSEE

- (a) Every provision of this Agreement by which the Licensee is obligated in any way shall be deemed to include the words "at the expense of the Licensee" unless the context otherwise requires.
- (b) The Licensee shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.
- (c) All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 15% per annum commencing 30 days after demand is made.
- (d) In the event that the Municipality finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality to review the plans of the Licensee and/or carry out on-site inspections of the work performed, the Municipality will advise the Licensee accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Licensee. The Municipality may require a deposit for this purpose.

#### 10. LICENCE NON-TRANSFERABLE

The license hereby granted may not be transferred by the Licensee without the prior consent in writing of the Municipality.

11. NOTICE

For the purpose of This Agreement, notice may be given to the Licensee by prepaid registered mail to the address shown on the last transfer registered against the Licensee's Lands and such notice shall be deemed to have been given and received on the fifth day after mailing.

12. ESTOPPEL OF LICENSEE

The Licensee agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into This Agreement and to enforce each and every term, covenant and condition herein contained and This Agreement may be pleaded as an estoppel against the Licensee in any such proceedings.

13. ERECTION OF WARNING SIGNS

- (a) The Licensee shall erect signs at the approach of the unopened road allowance which read as follows:

"THIS UNOPENED ROAD ALLOWANCE HAS NOT BEEN ASSUMED FOR PUBLIC USE BY THE MUNICIPALITY. IT IS PRIVATELY MAINTAINED FOR ACCESS TO ABUTTING LANDS. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

This AGREEMENT SHALL enure to the benefit of and be binding upon the parties hereto and their permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and set their hands and seals on This Agreement:

By the Municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE CORPORATION OF THE MUNICIPALITY  
OF MAGNETAWAN

Per: \_\_\_\_\_  
Sam Dunnett, Mayor

Per: \_\_\_\_\_  
Kerstin Vroom, CAO/Clerk

By the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JAMES REZSO HERRNSTEIN

\_\_\_\_\_  
ROBESON MCGARY HERRNSTEIN

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE  
CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND JAMES REZSO  
HERRNSTEIN AND ROBESON MCGARY HERRNSTEIN

SCHEDULE "A"

1. Licensee's Lands

PCL 13758 SEC SS; PT BROKEN LT 12 CON 4 CROFT; PT BROKEN LT 13 CON 4  
CROFT PT 1 PSR1409; MAGNETAWAN Being PIN 52085-0024

2. Municipality's Lands

RDAL BTN CON 4 AND CON 5 CROFT BTN RDAL BTN LT 15 AND LT 16 CON 5  
CROFT & AHMIC LAKE; MAGNETAWAN Being PIN 52085-0341.

3. Licensed Area

That portion of the Municipality's Lands extending eastward from the opened and  
maintained Line 15/16 to Ahmic Lake.



THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND JAMES REZSO HERRNSTEIN AND ROBESON MCGARY HERRNSTEIN

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

The Licensee shall, on the dates specified herein, lodge with the Municipality, the following described cash deposits and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by Certified Cheque or Bank Draft in the amount or amounts hereinafter set out.

2. CASH DEPOSITS

The following cash deposits are estimates only and are to be paid to the Municipality, as applicable, prior to the execution of this Agreement by the Municipality. In the event that the actual costs incurred by the Municipality exceed the deposits, such excess shall be invoiced to the Licensee and be due and payable 30 days after demand.

For legal, planning and engineering expenses  
and disbursements in connection with this  
Agreement, a deposit of

\$1,000.00



**RESOLUTION NO. 2021 –**

**JUNE 30, 2021**

**Moved by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**WHEREAS** the Municipality of Magnetawan has received a request to support an application for consent the creation of two (2) new rural lots (Langford Roll #4944 010 001 2600). The property is legally described as Con. 1, PT Lots 26 & 27, (Chapman), in the Municipality of Magnetawan, hereinafter referred to as “the Lands”;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan supports in principle the consent application for Severed Lot 1 **only**, as Severed Lot 2 does not conform to the Official Plan for the Municipality of Magnetawan, for the Lands, **which is valid only for a period of six (6) months**, subject to the following conditions:

- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
- A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;
- Draft Reference Plan to be approved by the Municipality prior to registration. Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;
- Payment of 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 including a 5% parkland dedication fee;
- Confirmation from the North Bay Mattawa Conservation Authority (NBMCA) that the proposed Severed Lot can be adequately serviced by individual on-site septic system and individual on-site water system;
- That the Applicant submit a Zoning By-law Amendment to rezone the proposed Severed Lot to address the non-compliant minimum lot area requirement and to establish a building envelope on the severed lot that is appropriately setback from the adjacent aggregate operation;
- That the Applicant receive a Letter of Suitable Location for Entrance from the Municipality for the proposed Severed Lot off of Roskopf Road;
- Confirmation that there are no livestock in the surrounding area that would have an impact on the proposed severed and retained lot with respect to the Minimum Distance Separation (MDS) requirements.
- That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Planning Board.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
Sam Dunnett, Mayor

Recorded Vote - called by:

Member of Council	Yea	Nay	Absent
Brunton, Tim			
Hetherington, John			
Kneller, Brad			
Smith, Wayne			
Mayor: Dunnett, Sam			

PAID  
APR 29 2021  
300481500 1500 2021

# APPLICATION FOR CONSENT Under Section 53 of the Planning Act

FILE #B.....

**Note to Applicants:** This application form is to be used if the **CENTRAL ALMAGUIN PLANNING BOARD** is the consent granting authority. In this form the term "subject" land means the land to be severed and the land to be retained.

## Completeness of the Application

The information in this form that **must** be provided by the applicant is indicated by **black arrows** on the left side of the section numbers. This information is prescribed in the Schedule to Ontario Regulation 197/96 made under the **Planning Act**. The mandatory information must be provided with the appropriate fee. If the mandatory information and fee are not provided, the CAPB will return the application or refuse to further consider the application until the information and fee have been provided.

The application form also sets out other information that will assist the CAPB and others in their planning evaluation of the consent application. To ensure the quickest and most complete review, this information should be submitted at the time of application. In the absence of this information, it may not be possible to do a complete review within the legislated time frame for making a decision. As a result, the application may be refused.

## Submission of the Application

- One application form is required for each parcel to be severed.
- A complete application form **MUST** include a council resolution from the organized municipality stating the pre-consult requirements have been met to its satisfaction and be accompanied by a list of conditions the municipality requires.

- The applicable fee is \$675 per lot created, per Lot Addition or per Right of Way – effective January 1, 2017
- 10 copies of the completed application form and 10 copies of the sketch are required by the CAPB. The copies may be used to consult with other ministries or agencies that may have an interest in the application.
- Please remember to include your property roll number

**Measurements are to be in metric units.**  
1 ft = .3048 meters; 1 acre = 0.404686 hectare

## For Help

To help you understand the consent process and information needed to make a planning decision on the application, refer to the Guide.

You can also call:  
Susan L. Arnold, Secretary - Treasurer  
Central Almaguin Planning Board  
63 Marie St, P. O. Box 310  
South River, On POA 1X0 705 386 - 2573  
e-mail: centralalmaguinplan@hotmail.com  
Web Page for forms: [www.strongtownship.com](http://www.strongtownship.com)  
Office hours: Wednesdays- 9:00 a.m. to 2:00 p.m.

## → Please Print and Complete Appropriate Box(es)

### 1. Application Information – MUNICIPAL TAX - ROLL # 1000 121 600

#### → 1.1 Name of Owner(s). An owner's authorization is required in Section 11.1, if the applicant is not the owner.

Name of Owner(s) <b>MARK &amp; LILA LANGFORD</b>	Home Telephone No. <b>705-387-4214</b>	Business Telephone No.
Address <b>BOX 44, 200 LANGFORD LANE, MAGNETAWAN, ON</b>	Postal Code <b>POA 1P0</b>	

#### 1.2 Agent/Applicant: Name of the person who is to be contacted about the application, if different than the owner. (This may be a person or firm acting on behalf of the owner.) e-mail -

Name of Contact Person/Agent <b>MARK LANGFORD</b>	Home Telephone No. <b>705-387-4214</b>	Business Telephone No. <b>705-793-6029</b>
Address <b>BOX 44, 200 LANGFORD LANE MAGNETAWAN</b>	Postal Code <b>POA 1P0</b>	Fax No. <b>705-387-0523</b>

### 2. Location of the Subject Land (Complete applicable boxes in 2.1)

2.1 District <b>PARRY SOUND</b>	Local Municipality/Unorganized Township <b>MAGNETAWAN</b>	Former Municipality <b>CHAPMAN</b>	Section or Mining Location No.
Concession Number(s) <b>CON 1</b>	Lot Number(s) <b>PT LOTS 26 &amp; 27</b>	Registered Plan No.	Lot(s)/Block(s)
Reference Plan No.	Part Number(s)	Municipal Address <b>311 ROSSKOPF RD</b>	Parcel Number
2.2 Are there any easements or restrictive covenants affecting the subject land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, describe the easement or covenant and its effect.			

### 3. Purpose of this Application

3.1 Type and purpose of proposed transaction (check appropriate box)

Transfer Other	Creation of a new lot A charge	<input checked="" type="checkbox"/> Addition to a lot A lease	An easement A correction of title	Other purpose
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3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged

3.3 If a lot addition, identify the lands to which the parcel will be added.

### 4. Description of Subject Land and Servicing Information (Complete each subsection.)

		#1 Severed 145±	#2 severed 90±	Retained 833±
4.1 Description	Frontage (m.)			
	Depth (m.)	120±	120±	800± irregular
	Area (ha.)	1.2± ha	1± ha	57±
4.2 Use of Property	Existing Use(s)	Vacant	Vacant	residential/extractive
	Proposed Use(s)	residential	residential	residential/extractive
4.3 Buildings or Structures	Existing (Date of Construction)			
	Proposed			
4.4 Access (check appropriate space)	Provincial Highway			
	Municipal road, maintained all year	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Municipal road, seasonally maintained			
	Other public road (e.g. LRB)	Russkoff Road	<input checked="" type="checkbox"/>	Poss (Capt Road)
	Right of way			
	Water Access (if so, describe below)			
	Describe in section 9.1, the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road.			
4.5 Water Supply	Publicly owned and operated piped water system	N/A	N/A	N/A
	Privately owned and operated individual well			
	Privately owned and operated communal well			
	Lake or other water body			
	Other means			
4.6 Sewage Disposal (Check appropriate space)	Publicly owned and operated sanitary sewage system			
	Privately owned and operated individual septic tank <sup>1</sup>	N/A	N/A	N/A
	Privately owned and operated communal septic system			
	Privy			
	Other means			
	(1) A certificate of approval from the North Bay Mattawa Conservation Authority submitted with this application will facilitate the review.			
4.7 Other Services Check if the service is available	Electricity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	School Bussing	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	Garbage Collection			
4.8	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 road, who is responsible for its maintenance and whether it is maintained seasonally or all year.			
	Right of way for severed lot #2 off Poplar Lane which is a year round road. Right of way crosses land owned by applicants			

## 5. Land Use

5.1 What is the existing official plan designation(s), if any, of the subject land?

➤ Shoreline residential, Rural, Environmental Protection, Existing ARAL licence

5.2 What is the zoning, if any, of the subject land? If the subject land is covered by a Minister's zoning order, what is the regulation number?

Rural, Extractive Industrial, Shoreline Residential, Environmental Protection

5.3 Are any of the following uses or features on the subject land or within 500 metres of the subject land, unless otherwise specified. Please check the appropriate boxes, if any apply.

Use or Feature	On the Subject Land	Within 500 Metres of Subject Land, unless otherwise specified (indicate approximate distance)
<input type="checkbox"/> An agricultural operation including livestock facility or stockyard		
<input type="checkbox"/> A landfill		
<input type="checkbox"/> A sewage treatment plant or waste stabilization plant		
<input type="checkbox"/> A provincially significant wetland (Class 1, 2 or 3 wetland)		
<input type="checkbox"/> A provincially significant wetland within 120 metres of the subject land		N/A
<input type="checkbox"/> Flood plain		
<input type="checkbox"/> A rehabilitated mine site		
<input type="checkbox"/> A non-operating mine site within 1 kilometre of the subject land		
<input type="checkbox"/> An active mine site		
<input type="checkbox"/> An industrial or commercial use, and specify the use(s)		
<input type="checkbox"/> An active railway line		
<input type="checkbox"/> A municipal or federal airport		
<input type="checkbox"/> Utility corridors		

## 6. History of the 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, provide the Ministry's application file number and the decision made on the application.

➤ No consents under the Planning Act under current owner

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

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## 7. Current Applications

7.1 Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval? ☐ No ☒ Yes ☐ Unknown If Yes and If Known, specify the Ministry file number and status of the application.

\_\_\_\_\_

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8. Sketch (Use the attached Sketch Sheet) To help you prepare the sketch, refer to the attached Sample Sketch.

The application shall be accompanied by a sketch showing the following:

- N/A ☒ the boundaries and dimensions of the subject land, the part that is to be severed and the part that is to be retained
- N/A ☐ 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
- N/A ☐ the location of all land previously severed from the parcel originally acquired by the current owner of the subject land
- N/A ☒ 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 tanks
- N/A ☒ the existing use(s) on adjacent lands
- N/A ☒ 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
- N/A ☐ if access to the subject land is by water only, the location of the parking and boat docking facilities to be used
- N/A ☐ the location and nature of any easement affecting the subject land

9. Other Information

Is there any other information that you think may be useful to the CAPB or other agencies in reviewing this application? If so, explain below or attach on a separate page.

10. Affidavit or Sworn Declaration

WE, MARK & LILA LANGFORD of the Municipality of Magnetawan in the DISTRICT OF PARRY SOUND make oath and say (or 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 District of Parry Sound

in the Municipality of Magnetawan

this 20th day of April 2021

Kerstin Vroom  
Commissioner of Oaths

Mark Langford  
Applicant

Kerstin Vroom, CAO Clerk  
Commissioner for taking Oaths,  
Municipality of Magnetawan  
District of Parry Sound

## 11. Authorizations

- 11.1 If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

### Authorization of Owner for Agent to Make the Application

I, \_\_\_\_\_, am the owner of the land that is the subject of this application for a consent and I authorize \_\_\_\_\_ to make this application on my behalf.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

- 11.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

### Authorization of Owner for Agent to Provide Personal Information

I, \_\_\_\_\_, am the owner of the land that is the subject of this application for a consent and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize \_\_\_\_\_ as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

## 12. Consent of the Owner

- Complete the consent of the owner concerning personal information set out below.

### Consent of the Owner to the Use and Disclosure of Personal Information

I, Mark & Lila Langford, am the owner of the land that is the subject of this consent application and for the purposes of the **Freedom of Information and Protection of 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.

April 29, 2021  
Date

[Signature]  
Signature of Owner

➤ The CAPB will assign a File Number for complete applications and this should be used in all communications.

- Applicant's Checklist:** Have you remembered to attach:
- ☐ 10 copies of the completed application form?
  - ☐ 10 copies of the sketch?
  - ☐ 1 copies of the North Bay Mattawa Conservation Authority comments regarding Septic system
  - ☐ The required fee payable to the Central Almaguin Planning Board

**Forward to:** CENTRAL ALMAGUIN PLANNING BOARD, P.O.Box 310, South River, ON POA 1X0

**Sketch Sheet**

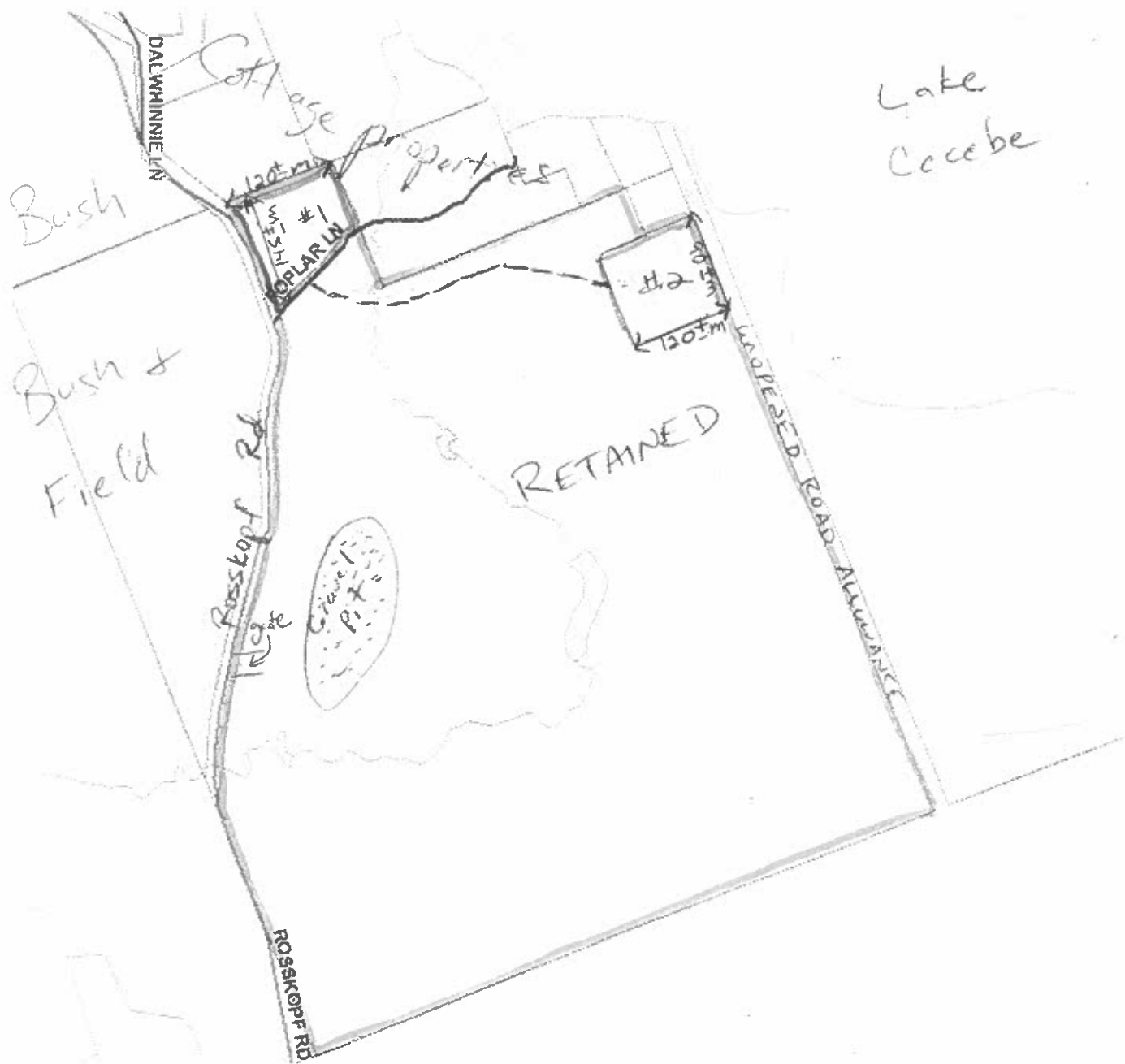
**Sketch Accompanying Application. (Please Use Metric Units)  
(See Section 8)**

**Key Plan N**



SKETCH ATTACHED





Disclaimer: the distances and areas have been derived from MNR mapping and are approximate; they have not been verified by survey or field measurement



Severed lot #1  
Severed lot #2

--- Right of way access to lot #2

## THE MUNICIPALITY OF MAGNETAWAN

### STAFF REPORT

TO: Kerstin Vroom, CAO / Clerk  
Municipality of Magnetawan

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

DATE: June 30, 2021

SUBJECT Consent Application – Langford – 311 Rosskopf Road, Municipality  
of Magnetawan

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### Recommendation

That Council recommend to the Planning Board the following:

1. That the proposed consent application for Severed Lot 2 and the right-of-way to Severed Lot 2 be denied on the basis that the proposal is not in conformity with the Official Plan.
2. That the proposed consent application for Severed Lot 1 be provisionally approved on the basis that it conforms to the Official Plan and subject to the following conditions:
  - a) That the applicant meet all financial requirements of the Municipality.
  - b) That a registrable description of the severed lands be submitted to the Municipality.
  - c) Confirmation from the North Bay Mattawa Conservation Authority (NBMCA) that the proposed Severed Lot can be adequately serviced by individual on-site septic systems and individual on-site water systems.
  - d) That a draft survey of the severed lot be provided to the Municipality for review and approval.
  - e) That the Applicant submit a Zoning By-law Amendment to rezone the proposed Severed Lot 1 to address the non-compliant minimum lot area requirement and to establish a building envelope on the severed lot that is appropriately setback from the adjacent aggregate operation.

- f) That the Applicant receive written acknowledgment from the Municipality that there is a suitable location for an entrance from Rosskopf Road for the Severed lot.
- g) That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Planning Board.

### **Background / Proposal**

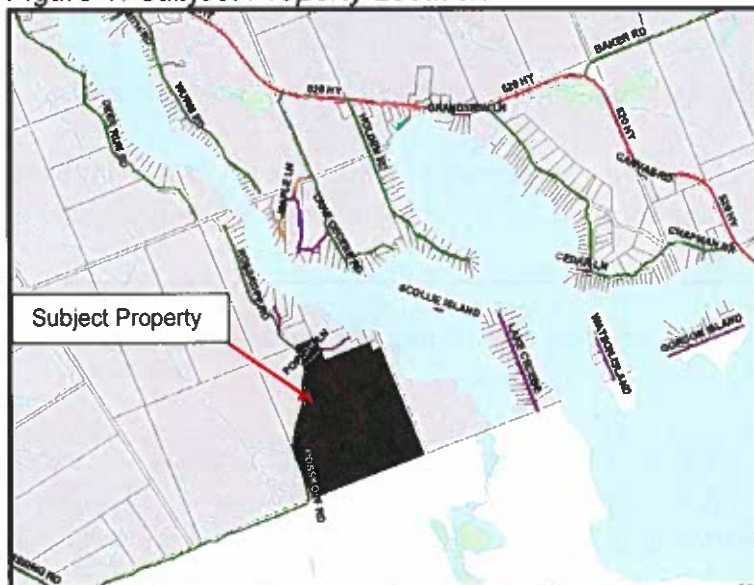
An application for Consent has been submitted by the property owners Mark Langford and Lila Langford, to create two new residential lots and an easement to Severed Lot 2. The property is municipally known as 311 Rosskopf Road, Municipality of Magnetawan and is legally described as Concession 1, Part of Lots 26 and 27. The location of the subject property is shown in Figure 1.

The subject property is designated Rural, Shoreline, Environmental Protection and a portion of the property is licensed under the Aggregate Resources Act as per Schedule A of the Municipality's Official Plan (Figure 3). A portion of the property is identified as fish habitat in accordance with Schedule B of the Official Plan. The subject property is zoned Rural (RU), Shoreline Residential (RS), Extractive Industrial (MX) and Environmental Protection (EP) by the Municipality's Zoning By-law (Figure 4).

Schedule B of the Official Plan identifies environmental features and constraints including a wetland area and an area of fish habitat.

The property is accessed via a driveway extending from Rosskopf Road which is classified as a municipally maintained road. Currently, the subject property is vacant and contains a mineral aggregate operation. The lot is generally forested with the exception of the area of that is licensed under the Aggregate Resources Act.

*Figure 1: Subject Property Location*



The proposed lot configuration, as provided by the applicant, is shown in Figure 2.

A hand-drawn map of a property. The map shows a road labeled 'Roadtop Rd' running vertically on the left side, with 'High' written next to it. To the left of the road is a large area labeled 'Bush &amp; Field'. To the right of the road is a large area labeled 'RETAINED'. In the upper left corner, there is a small rectangular area labeled 'ST1' and 'ST2'. To the right of this area is a larger rectangular area labeled 'ST2' and 'ST3'. In the upper right corner, there is a small rectangular area labeled 'ST4'. In the center of the map, there is an oval shape labeled 'Gravel Pit'. In the bottom right corner, there is a small rectangular area labeled 'ST5'. The map is drawn with simple lines and includes some handwritten notes like 'Bush' and 'Lake Cocobe' in the top right corner.

The proposed severance would result in the following lot statistics:

Proposed Lot	Lot Area	Lot Frontage	Proposed Use
Severed Lot #1	1.2 hectares	145 metres (Rosskopf Road)	Residential
Severed Lot #2	1 hectare	90 metres (on an unopened road allowance)	Residential
Retained Lot	57 hectares	833 metres (Rosskopf Road)	Residential / Extractive Industrial

## **Area Context**

The following is a summary of the surrounding land uses.

**North:** Shoreline residential properties fronting onto Lake Cecebe and Lake Cecebe.  
**East:** Lake Cecebe and an unopened road allowance.  
**South:** Township of Ryerson and a large tract of forest lands and a rural residential property fronting onto Rosskopf Road.  
**West:** Rosskopf Road and large tracts of forested and rural lands.

## **Policy Analysis**

### **Provincial Policy Statement**

The Provincial Policy Statement (PPS) is a document that provides policy direction on matters of Provincial interest concerning land use planning. Ontario has a policy led planning system and the PPS sets the foundation for regulating the development and use of land in the Province. Policies are set out to provide for appropriate development while also protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. When making land use planning decisions, Planning Authorities must ensure that decisions are consistent with the PPS.

The subject lands are located outside of a settlement area and are considered by the PPS to be Rural Lands. The PPS, specifically Section 1.1.5.2, recognizes limited residential development, and other rural land uses, as a permitted use on Rural Lands. The proposed Severed Lot 1 and Severed Lot 2 are d to be used for a future residential dwelling. The proposed Severed Lots are limited residential development in the context of the PPS. The Proposed Retained Lot would host the existing mineral aggregate operation which is classified as an 'other rural land use.'

Section 1.6.6.4 contains policies that pertain to development on individual well and septic services. This policy 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. Any future development on the severed lot would be required to be serviced with on-site services.

Section 1.6.6.6 states that planning authorities may allow for lot creation, based on confirmation that adequate servicing can be accommodated on site. It is recommended that a condition of provisional consent be included that requires approvals from the NBMCA to confirm that adequate individual on-site water and individual on-site sewage services can be accommodated on the proposed severed lots.

Section 2.1 of the PPS includes policies for natural heritage features and areas. It states that natural features and areas shall be protected for the long term. In accordance with Section 2.1.5 d. of the PPS, development and site alteration shall not be permitted in significant wildlife habitat unless it has been demonstrated that there will be no negative impacts on the associated natural features or their ecological functions.

Section 2.1.6 states that development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements. A portion of the proposed Retained Lot is identified as Fish Habitat and a wetland. An evaluation of the mapped area of fish habitat has not been completed. The proposed Severed Lot 1 is proposed to be outside of the area mapped as Fish Habitat.

Sections 3.1 and 3.2 of the PPS address policies concerning how development shall be directed away from areas of natural or human-made hazards where there is an unacceptable risk to public health or safety or of property damage, and not create new or aggravate existing hazards.

*“Development on, abutting or adjacent to lands affected by mine hazards; oil, gas and salt hazards; or former mineral mining operations, mineral aggregate operations or petroleum resource operations may be permitted only if rehabilitation or other measures to address and mitigate known or suspected hazards are under way or have been completed.” (3.2.1)*

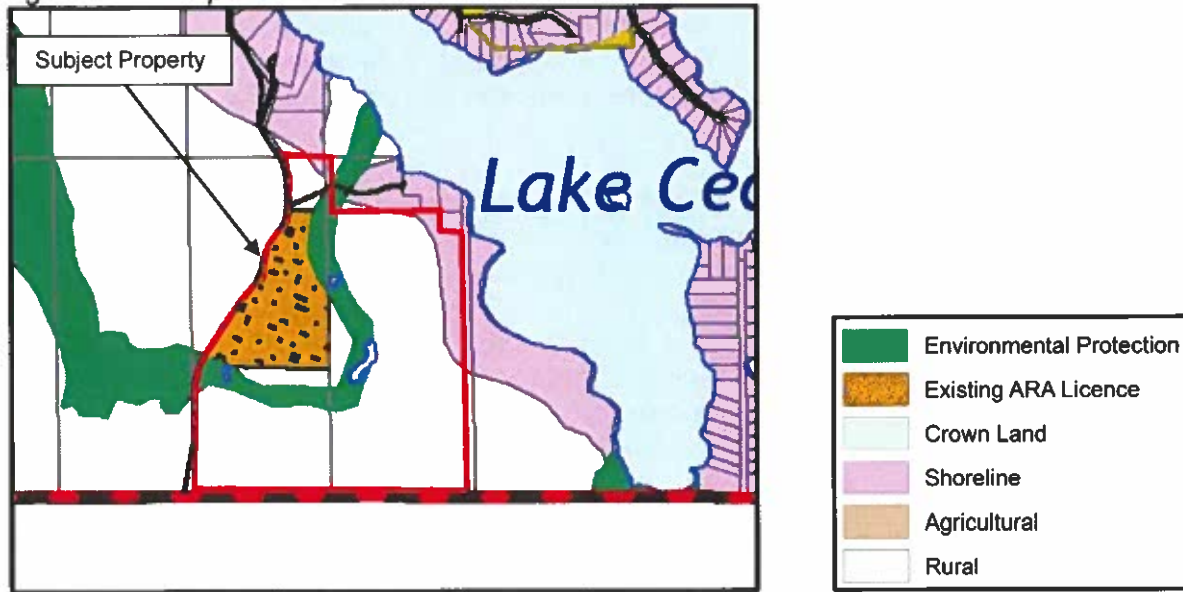
The proposed Severed Lot 1 is adjacent to an area of the mineral aggregate operation. It is recommended that a condition of provisional consent be included to require the Applicant submit a Zoning By-law Amendment to rezone the proposed Severed Lot 1 to establish a building envelope on the severed lot that is appropriately setback from the adjacent aggregate operation.

Subject to the recommended conditions, proposal is consistent with the policies of the PPS, the proposed application would be consistent with the PPS.

#### Municipality of Magnetawan Official Plan

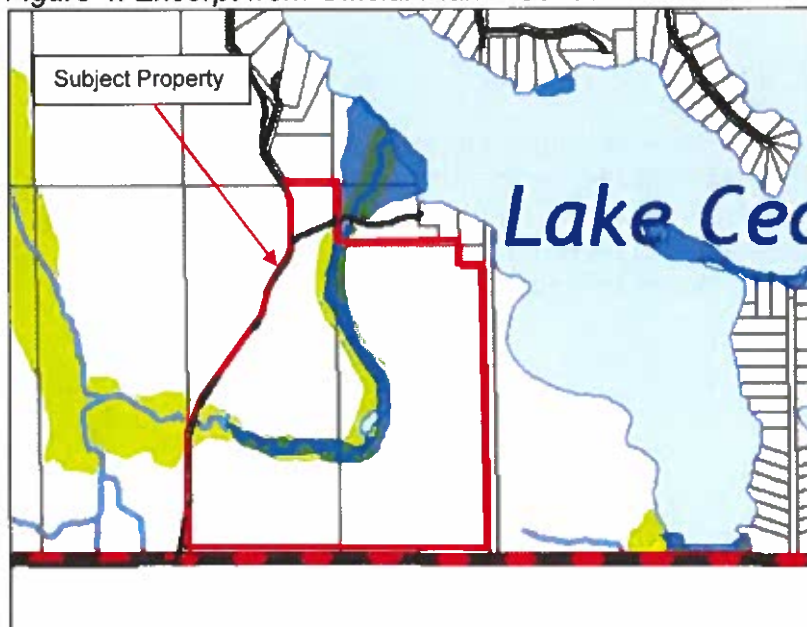
The Municipality's Official Plan provides direction and policies pertaining to growth within Magnetawan. The policies in the Plan address the environment, cultural and built heritage, natural resources and servicing and transportation. In accordance with Schedule A – Land Use of the Official Plan, the subject lands are designated Rural, Shoreline, Environmental Protection and contain an Existing ARA License, as shown in Figure 3.

Figure 3: Excerpt of Official Plan – Schedule A



In accordance with Schedule B – Environmental Features, there is an area of Fish Habitat that traverses through the subject lands as well as a wetland area, as shown in Figure 4. The Fish Habitat area is shown in 'blue' along the shoreline and in the creek that traverses the property.

Figure 4: Excerpt from Official Plan – Schedule B



Section 4.4 of the Official Plan states that new development or site alterations shall have no negative impact on the natural features or ecological functions of significant habitat of endangered or threatened species, other significant wildlife habitat, fish habitat, a provincially significant wetland or other significant natural heritage feature or function. Based on a review of the proposed lot configuration, the proposed Severed Lot 1 and Severed Lot 2 are located outside of the area designated Fish Habitat.

Section 4.14 of the Official Plan provides policy direction for mineral aggregate resources Resource Areas. Specifically, Policy 4.14.1 states *"Where development is proposed in or adjacent to an area of known mineral or aggregate resources, the development shall be set back and buffered sufficiently to ensure that it would not preclude or hinder the establishment of new operations, expansion of existing operations or access to the resources, except where the following conditions are met:*

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

As noted in this Report, the proposed severed lots are adjacent to a mineral aggregate operation that is licensed under the Aggregate Resources Act (See Figure 3). In order to implement section 4.14 of the Official Plan, a condition of provisional approval of the proposed consent application has been included to require the Applicant to submit a Zoning By-law Amendment application to demonstrate a suitable building envelope exists that is appropriately setback from the adjacent aggregate operation.

Section 5.2.1 of the Official Plan contains policies for Rural Areas in the Municipality and states that the permitted uses include agriculture and residential dwellings, among other uses. The future residential use on Severed Lot 1 and Severed Lot 2, and the mineral aggregate operation on the Retained Lot are permitted uses within the Rural designation.

Section 5.2.2 requires that new lots have a minimum lot area of 1 hectare (2.47 acres). The proposed Retained Lot is to be 2.4 hectares in lot area and exceeds the minimum requirement for new lots within the Rural designation. The proposed Severed Lot 1 and Severed Lot 2 exceed the minimum required lot area.

Section 5.2.2 contains policy direction regarding residential development and states that limited new permanent residential development shall be permitted in the Rural Area, preferably in close proximity to other residential uses as infilling on existing roadways where school busing and municipal winter maintenance is presently being provided. The proposed Severed Lot 1 is located on a municipally maintained road, in proximity to other residential uses and does not require the extension of municipal services. However, Severed Lot 2 is proposed to be accessed by a driveway extending from Poplar Lane (Private Road) and is not located in an area of existing residential development, nor is it considered to be infilling. On this basis, it is determined that Severed 2 does not conform to Section 5.2.2 of the Official Plan.

Section 7.1.1 of the Official Plan contains criteria that are applicable to consent applications. Table 2 below summarizes the consent policies and evaluates the Consent application in relation to such policies.



Table 2: Official Plan Section 7.1.1 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 required where three or more lots are proposed. The application proposes the creation of two new lots and one retained lot. A Plan of Subdivision is not required.
b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.	<p>Section 5.2.2 of the Official Plan requires a minimum lot area of 1 hectare for new residential lots. The proposed severed and retained lots exceed this requirement.</p> <p>The subject property is Zoned Rural (RU). The minimum required lot area for the Rural Zone is 10 hectares. The proposed Severed Lot 1 does not comply with the minimum lot area standard.</p> <p>It is recommended that the proposed severed lot be rezoned to the Rural Residential (RR) Zone or a Rural Exception Zone to recognize the proposed lot area and the proposed use of the proposed lot.</p>
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.	<p>The proposed Severed Lot 1 and the Retained Lot front onto Roskopf Road which is identified as municipal road (year round maintained) in accordance with Schedule C of the Official Plan.</p> <p>Severed Lot 2 is proposed to be accessed by a new driveway extending from Poplar Lane. The applicant has proposed a lot configuration whereby the severed lot would have access via a right of way over the proposed retained lot.</p> <p>Severed Lot 2 does not conform to the access policies of the Official Plan.</p>
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	The proposed lots are not for hunt camps. This policy is not applicable.

has no liability with respect to the use of these roads.	
e) The lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;	The proposed severed lot does not appear to create a traffic hazard. The proposed retained lot is to be accessed via an existing driveway and is to be legalized through the proposed right of way over the severed lot. An entrance permit should be obtained for the proposed Severed Lot 1, if required by the Municipality
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.	The proposed Severed Lot 1 appears to be of sufficient size to accommodate servicing. Approval from the NBMCA is required to confirm that Severed Lot 1 can be adequately serviced by on-site septic systems and on-site water services. It is recommended that NBMCA approval be included as a condition of consent.
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.	Not applicable. Access for the proposed severed lot is not to be water access.
h) Any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway.	The proposed Severed Lot is to be used for residential uses and is to be access via a municipal maintained road.
<p>i) In the Rural designation, new lots created by consent shall be limited to the following:</p> <ul style="list-style-type: none"> <li>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.</li> <li>ii. two lots per original hundred acre lot;</li> <li>iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and</li> <li>iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway</li> </ul>	<p>The proposed Severed Lot 1 is located within the Rural designation. Based on a review of the previous consents within the Municipality the proposed lots would not exceed eight new lots within the Rural designation at the time of writing this Report.</p> <p>The proposal would result in the creation of two new lot from an existing 100 acre parcel. The subject property has not been subject to a previous severance. The proposal would conform to Section 7.7.1 i) and ii).</p>

j) The creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.	Severed lot 2, would be a land locked parcel of land. Severed Lot 1 and retained lots will not prevent access to, or land lock, any other parcel of land. The right of way will facilitate continued access to the retained lot.
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.	The subject lands do not appear to be adjacent to livestock operations.

As summarized in Table 2, the proposal for the creation of Severed Lot 1 conforms to the severance policies in Section 7.1.1 of the Official Plan, subject to the recommended conditions. However, Severed Lot 2 does not conform to the severance criteria, specifically Section 7.1.1 (c) and j).

Section 6.3 includes policies for Private Roads and permits the creation of new seasonal residences on private roads where it is considered infilling between existing residential units. Official Plan policies also permit the creation of lots for seasonal or recreational purposes which have access to a navigable waterbody provided that Council is satisfied that there are sufficient facilities for mainland parking and docking.

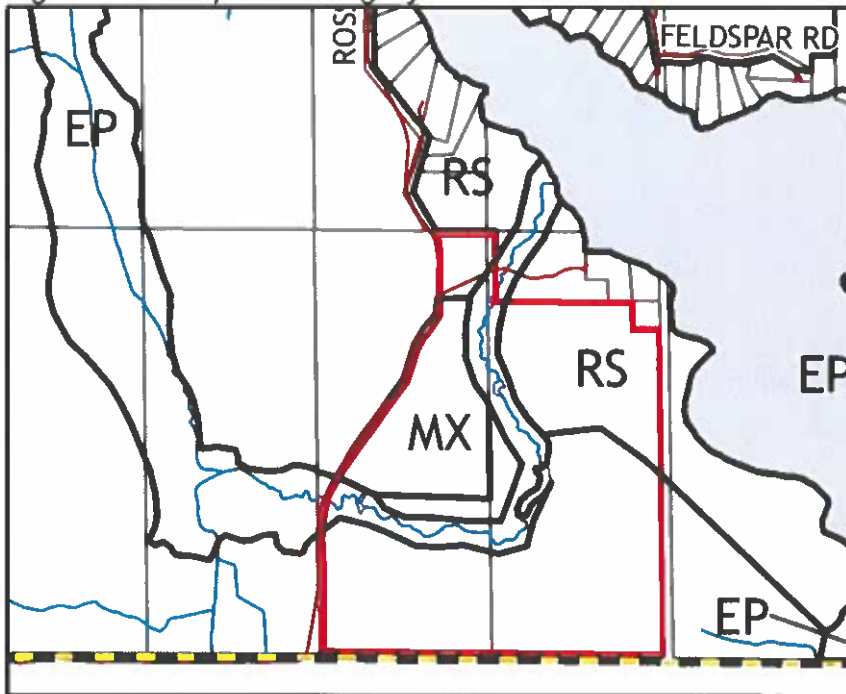
The purpose of the Official Plan policy is to ensure that appropriate access is provided for new lots. It is understood that Severed Lot 2 is to be accessed via an easement/right of way over the Retained Lot extending from Poplar Lane (private road). With respect to Severed Lot 2, the lot is not located between existing residences. A driveway and an easement is to gain access to the proposed severed or retained lots. The proposed Severed Lot 2 does not conform to Policy 6.3 of the Official Plan and therefore Staff is recommending that portion of the consent application pertaining to Severed Lot to be denied.

Based on a review of the policies contained in the Official Plan, it is recommended that Council provide a recommendation to the Planning Board for the support of Severed Lot 1, only. Staff is of the opinion that Severed Lot 2 does not conform to the Official Plan.

#### Municipality of Magnetawan Zoning By-law

The subject property is zoned Rural (RU), Extractive Industrial (MX), Shoreline Residential (RS) and Environmental Protection (EP) as shown in Figure 5.

Figure 5: Excerpt of Zoning By-law – Schedule A-2



The majority of Severed Lot 1 is proposed to be located within the Rural and a small portion of the Environmental Protection (EP) Zone and the Retained Lot is located within the Rural, Extractive Industrial and Environment Protection Zones.

Table 3: Rural Zone Standard Summary

Zoning By-law Requirements		Lot Configuration	
Rural (RU) Zone		Proposed Retained Lot	Proposed Severed Lot 1
Minimum Lot Area	10 hectares	57 hectares	1.2 hectares
Minimum Lot Frontage	134 metres	833 metres	145 metres

Severed Lot 2 is to be located within the Shoreline Residential Zone and complies with the minimum lot frontage and complies with the minimum required lot area of 1 hectare and minimum lot frontage of 90 metres.

As shown in Table 3, the proposed Severed Lot 1 does not comply with the minimum lot area requirement of 10 hectares for the Rural (RU) Zone and as a result would be required to be rezoned as a condition of provisional consent to recognize this deficiency. Severed Lot 2 does not comply with the minimum required lot area or lot frontage.

It is recommended that the Severed Lot 1 be rezoned to the Rural Residential (RR) Zone.

## **Comments From Departments**

### **Public Works**

- No concerns.

### **Fire Chief**

- No concerns.

### **Building Department**

- None received at the time of writing this Report.

## **Summary**

The Consent Application proposes to create two new residential lots and one retained lot. Based on Staff's review and as discussed in this Report, Severed Lot 1 conforms to the Municipality's Official Plan, while Severed Lot 2 does not.

The proposed consent application as it pertains to Severed Lot 1, is consistent with the Provincial Policy Statement and conforms to the consent criteria in the Municipality's Official Plan, subject to the recommended conditions. It is also recommended that Council not support the proposal with respect to Severed Lot 2 on the basis that it does not conform to the access policies in the Official Plan.

Respectively submitted,



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



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

1895507 Ontario Inc.  
Box 44, 200 Langford Lane  
Magnetawan, Ontario  
P0A 1P0

May 21, 2021

Corporation of the Municipality of Magnetawan  
Box 70  
Magnetawan, Ontario  
P0A 1P0

Dear Mayor and Council Members:

Re: Lots 20 and 21, E/S Queen Street Plan 319

On behalf of the above corporation, I am requesting the lots described above, and shown on the attached diagram, be deemed together. Enclosed is a check in the amount of \$1500.00, as payment of the 500.00 application fee and 1000.00 as a deposit towards costs.

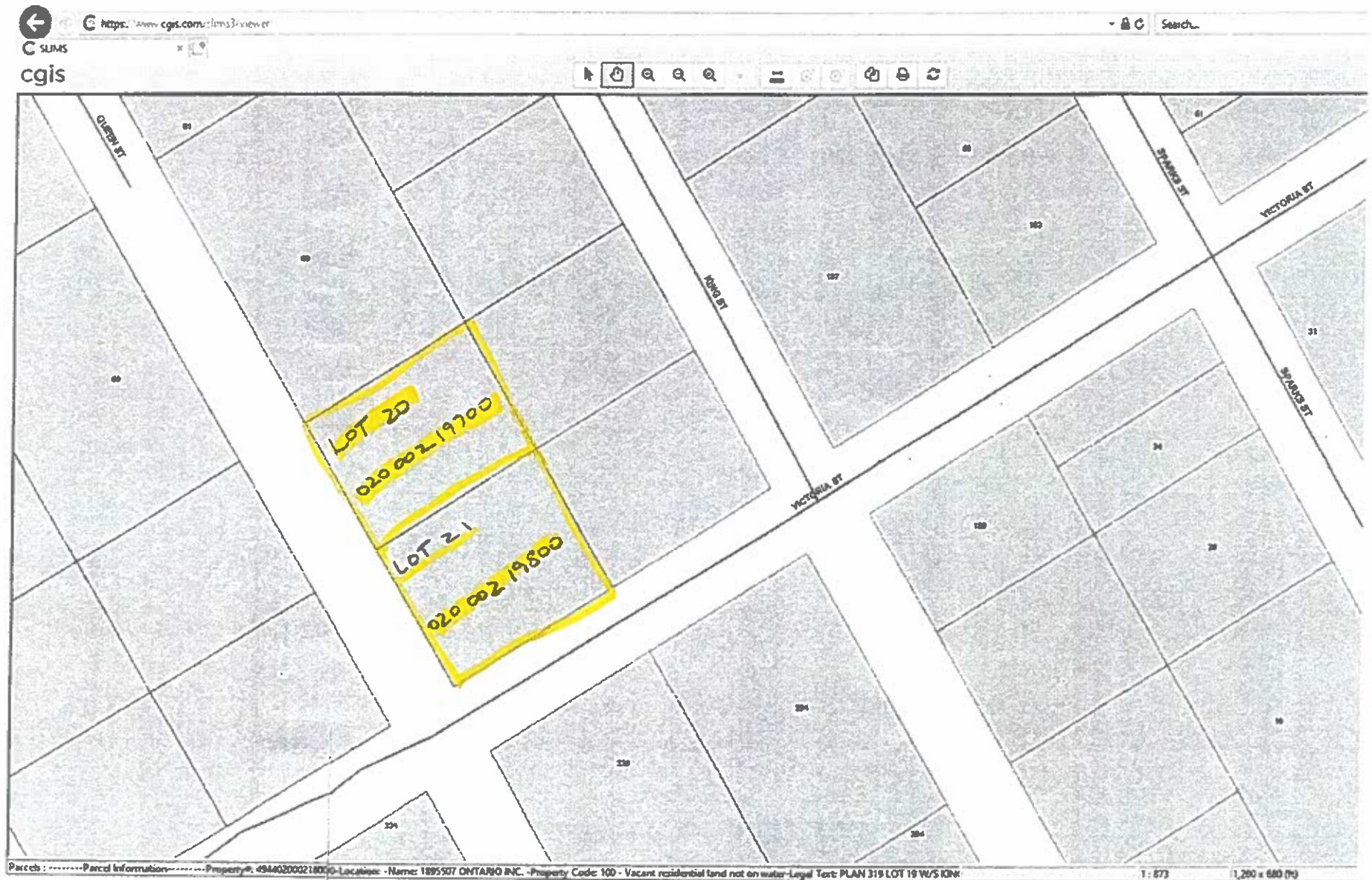
Thank you for your attention to the above.

Yours sincerely,

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

Mark Langford  
President







**RESOLUTION NO. 2021 –**

**JUNE 30, 2021**

**Moved by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

**WHEREAS** the Municipality of Magnetawan has received a request to support an application for consent the creation of one (1) new rural lot (Woodruff Roll #4944 010 002 23300 & #4944 010 002 23400). The property is legally described as Con. 10, Lots 24 & 25, (Chapman), in the Municipality of Magnetawan, hereinafter referred to as “the Lands”;

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

- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
- A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;
- Draft Reference Plan to be approved by the Municipality prior to registration. Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;
- Payment of 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 including a 5% parkland dedication fee;
- Confirmation from North Bay Mattawa Conservation Authority that a sewage system can be located on each lot (severed and retained);
- That the Applicant submit a Zoning By-law Amendment to rezone the proposed Severed Lot to address the non-compliant minimum lot area requirement and to establish a building envelope on the severed lot that is appropriately setback from the adjacent aggregate operation;
- That the Applicant obtain a Letter of Suitable Location for Entrance from the Municipality for the proposed Severed Lot;
- Confirmation that there are no livestock in the surrounding area that would have an impact on the proposed severed and retained lot with respect to the Minimum Distance Separation (MDS) requirements.
- That the Applicant gift to the Municipality of Magnetawan the portion of traveled road known as Miller Road that traverses through CON 10 Lots 24 & 25, at a minimum of 66' wide, to the satisfaction of the Municipality;
- That the Applicant agree to swap the traveled portion of Rocky Road across the north section of CON 10 Lots 24 & 25, at a minimum of 66' wide, with the Municipality for ownership over the unopened road allowance and that unopened road allowance be merged with Part 11 (outlined on the attached sketch);
- That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Planning Board.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
Sam Dunnett, Mayor

Recorded Vote - called by:

Member of Council	Yea	Nay	Absent
Brunton, Tim			
Hetherington, John			
Kneller, Brad			
Smith, Wayne			
Mayor: Dunnett, Sam			



FILE #B.....

Aug 15 2009 road 910x  
2019 feed transfer → converted  
500 fee + 1500 deposit

# APPLICATION FOR CONSENT Under Section 53 of the Planning Act

**Note to Applicants:** This application form is to be used if the **CENTRAL ALMAGUIN PLANNING BOARD** is the consent granting authority. In this form the term "subject" land means the land to be severed and the land to be retained.

## Completeness of the Application

The information in this form that must be provided by the applicant is indicated by **black arrows** on the left side of the section numbers. This information is prescribed in the Schedule to Ontario Regulation 197/96 made under the Planning Act. The mandatory information must be provided with the appropriate fee. If the mandatory information and fee are not provided, the CAPB will return the application or refuse to further consider the application until the information and fee have been provided.

The application form also sets out other information that will assist the CAPB and others in their planning evaluation of the consent application. To ensure the quickest and most complete review, this information should be submitted at the time of application. In the absence of this information, it may not be possible to do a complete review within the legislated time frame for making a decision. As a result, the application may be refused.

## Submission of the Application

- One application form is required for each parcel to be severed.
- A complete application form **MUST** include a council resolution from the organized municipality stating the pre-consult requirements have been met to its satisfaction and be accompanied by a list of conditions the municipality requires.

- The applicable fee is \$650 per lot created, per Lot Addition or per Right of Way – effective February 1, 2016
- 10 copies of the completed application form and 10 copies of the sketch are required by the CAPB. The copies may be used to consult with other ministries or agencies that may have an interest in the application.
- Please remember to include your property roll number

**Measurements are to be in metric units.**  
1 ft = .3048 meters; 1 acre = 0.404686 hectare

## For Help

To help you understand the consent process and information needed to make a planning decision on the application, refer to the Guide.

You can also call:  
Susan L. Arnold, Secretary - Treasurer  
Central Almaguin Planning Board  
63 Marie St, P. O. Box 310  
South River, On POA 1X0 705 386 - 2573  
e-mail: centralalmaguinplan@hotmail.com  
Web Page for forms: www.strongtownship.com  
Office hours: Wednesdays- 9:00 a.m. to 2:00 p.m.

## → Please Print and Complete Appropriate Box(es)

### 1. Application Information – MUNICIPAL TAX – ROLL #

#### → 1.1 Name of Owner(s). An owner's authorization is required in Section 11.1, if the applicant is not the owner.

Name of Owner(s) William and Nancy Woodruff	Home Telephone No. 705-387-4317	Business Telephone No.
Address Box 269 Magnetawan, ON	Postal Code P0A 1P0	

#### 1.2 Agent/Applicant: Name of the person who is to be contacted about the application, if different than the owner. (This may be a person or firm acting on behalf of the owner.) e-mail -

Name of Contact Person/Agent E.J. Williams Surveying Limited	Home Telephone No.	Business Telephone No. 705-789-4171
Address 6-133 Hwy 60, Huntsville	Postal Code P1H 1C2	Fax No. 705-789-1097

### 2. Location of the Subject Land (Complete applicable boxes in 2.1)

➤ 2.1 District	Local Municipality/Unorganized Township	Former Municipality	Section or Mining Location No.
Parry Sound	Magnetawan	Chapman	
Concession Number(s) 10	Lot Number(s) 24 and 25	Registered Plan No. None	Lot(s)/Block(s)
Reference Plan No. None	Part Number(s)	Municipal Address 390 Miller Road	Parcel Number PIN 52082-0116
➤ 2.2 Are there any easements or restrictive covenants affecting the subject land? <input checked="" type="checkbox"/> No	Yes If Yes, describe the easement or covenant and its effect.		

MUNICIPALITY OF  
MAGNETAWAN

MAY 18 2021

### 3. Purpose of this Application

3.1 Type and purpose of proposed transaction (check appropriate box)

Transfer	<u>Creation of a new lot X</u>	Addition to a lot	An easement	Other purpose
Other	A charge	A lease	A correction of title	

3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged

Unknown

3.3 If a lot addition, identify the lands to which the parcel will be added.

### 4. Description of Subject Land and Servicing Information (Complete each subsection.)

4.1	Description	Frontage (m.)	Severed 330±m Rocky Road	Retained 820± Miller Rd
		Depth (m.)	341±m Irregular	834± Irregular
		Area (ha.)	6.8±ha	73±ha
4.2	Use of Property	Existing Use(s)	Vacant	Pit, Vacant, Residential
		Proposed Use(s)	Unknown	As Above
4.3	Buildings or Structures	Existing (Date of Construction)	N/A	40 Yr Old 1.5 Storey Dwelling (36'x30'); Shop (22'x32') Both Built 1981
		Proposed	Unknown	
4.4	Access (check appropriate space)	Provincial Highway		
		Municipal road, maintained all year	X – Rocky Road	X – Miller Road
		Municipal road, seasonally maintained		
		Other public road (e.g. LRB)		
		Right of way		
		Water Access (if so, describe below)		
		Describe in section 9.1, the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road.		
4.5	Water Supply	Publicly owned and operated piped water system		
		Privately owned and operated individual well	X Proposed if Developed	X
		Privately owned and operated communal well		
		Lake or other water body		
		Other means		
4.6	Sewage Disposal (Check appropriate space)	Publicly owned and operated sanitary sewage system		
		Privately owned and operated individual septic tank <sup>1</sup>	X Proposed if Developed	X
		Privately owned and operated communal septic system		
		Privy		
		Other means		
		(1) A certificate of approval from the North Bay Mattawa Conservation Authority submitted with this application will facilitate the review.		
4.7	Other Services (Check if the service is available)	Electricity	X	X
		School Bussing	X	X
		Garbage Collection		
4.8	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 road, who is responsible for its maintenance and whether it is maintained seasonally or all year.			
	N/A			

## 5. Land Use

- 5.1 What is the existing official plan designation(s), if any, of the subject land?  
 ➤ Retained – Existing ARA License and Rural; Severed – Rural
- 5.2 What is the zoning, if any, of the subject land? If the subject land is covered by a Minister's zoning order, what is the regulation number?  
 Retained – Extractive Industrial; EP and Rural; Severed – Rural
- 5.3 Are any of the following uses or features on the subject land or within 500 metres of the subject land, unless otherwise specified. Please check the appropriate boxes, if any apply.
- | Use or Feature  | On the Subject Land | Within 500 Metres of Subject Land, unless otherwise specified (indicate approximate distance) |
|---|---------------------|---|
| <input type="checkbox"/> An agricultural operation including livestock facility or stockyard      |                     |   |
| <input type="checkbox"/> A landfill   |                     |   |
| <input type="checkbox"/> A sewage treatment plant or waste stabilization plant                    |                     |   |
| <input type="checkbox"/> A provincially significant wetland (Class 1, 2 or 3 wetland)             |                     |   |
| <input type="checkbox"/> A provincially significant wetland within 120 metres of the subject land |                     |   |
| <input type="checkbox"/> Flood plain  |                     |   |
| <input type="checkbox"/> A rehabilitated mine site  |                     |   |
| <input type="checkbox"/> A non-operating mine site within 1 kilometre of the subject land         |                     |   |
| <input type="checkbox"/> An active mine site  |                     |   |
| <input type="checkbox"/> An industrial or commercial use, and specify the use(s)                  |                     | Class B Pit on Retained Lands north-west of Miller Road                                       |
| <input type="checkbox"/> An active railway line   |                     |   |
| <input type="checkbox"/> A municipal or federal airport   |                     |   |
| <input type="checkbox"/> Utility corridors  |                     |   |

## 6. History of the 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, provide the Ministry's application file number and the decision made on the application.  
 NO
- 6.2 If this application is a re-submission of a previous consent application, describe how it has been changed from the original application  
 NO
- 6.3 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 If Yes, provide for each parcel severed, the date of transfer, the name of the transferee and the land use.  
 NO

## 7. Current Applications

- 7.1 Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval?  
☐ No ☐ Yes ☐ Unknown If Yes and if Known, specify the Ministry file number and status of the application.  
 NO
- 7.2 Is the subject land the subject 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 appropriate file number and status of the application.  
 NO

8. **Sketch (Use the attached Sketch Sheet)** To help you prepare the sketch, refer to the attached Sample Sketch.

➤ The application shall be accompanied by a sketch showing the following:

- ☐ the boundaries and dimensions of the subject land, the part that is to be severed and the part that is to be retained
- ☐ 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
- ☐ the location of all land previously severed from the parcel originally acquired by the current owner of the subject land
- ☐ 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 tanks
- ☐ the existing use(s) on adjacent lands
- ☐ 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 boat docking facilities to be used
- ☐ the location and nature of any easement affecting the subject land

9. **Other Information**

Is there any other information that you think may be useful to the CAPB or other agencies in reviewing this application? If so, explain below or attach on a separate page.

We propose to create a new lot labelled "SEVERED" on our Sketch. Rocky Road and Miller Road have not been conveyed to The Township. We propose a land swap with the Township for that portion of Rocky Road that deviates onto the client's land, In exchange for a portion of the Road Allowance between Concession 10 and 11 (marked as Part 2) on our Sketch. Once the plan is deposited on title and Miller Road is transferred to the Municipality, the retained on the south and east side of Miller Road will become a natural severance.

10. **Affidavit or Sworn Declaration**

➤ I, **Edward J. Williams** of the Town of Huntsville in the District Municipality of Muskoka make oath and say (or 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.

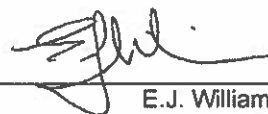
Sworn (or declared) before me

at the Town of Huntsville

in the District Municipality of Muskoka

this 10th day of May 2021

  
Commissioner of Oaths



E.J. Williams, B.Sc., OLS  
(Applicant)

Kathryn Irene Kujala, a Commissioner, etc.,  
Province of Ontario, for E.J. Williams Surveying  
Limited, Expires April 12, 2022



## 11. Authorizations

- 11.1 If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

### Authorization of Owner for Agent to Make the Application

We, William and Nancy Woodruff, are the owners of the land that is the subject of this application for a consent and we authorize E.J. Williams Surveying to make this application on our behalf.

May 18, 2021  
Date

William Woodruff  
William Woodruff

May 18, 2021  
Date

Nancy Woodruff  
Nancy Woodruff

- 11.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

### Authorization of Owner for Agent to Provide Personal Information

We, William and Nancy Woodruff, are owners of the land that is the subject of this application for a consent and for the purposes of the Freedom of Information and Protection of Privacy Act, we authorize E.J. Williams Surveying as our agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application.

May 18, 2021  
Date

William Woodruff  
William Woodruff

May 18, 2021  
Date

Nancy Woodruff  
Nancy Woodruff

## 12. Consent of the Owner

- Complete the consent of the owner concerning personal information set out below.

### Consent of the Owner to the Use and Disclosure of Personal Information

We, William and Nancy Woodruff, are owners of the land that is the subject of this consent application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any

May 18, 2021  
Date

William Woodruff  
William Woodruff

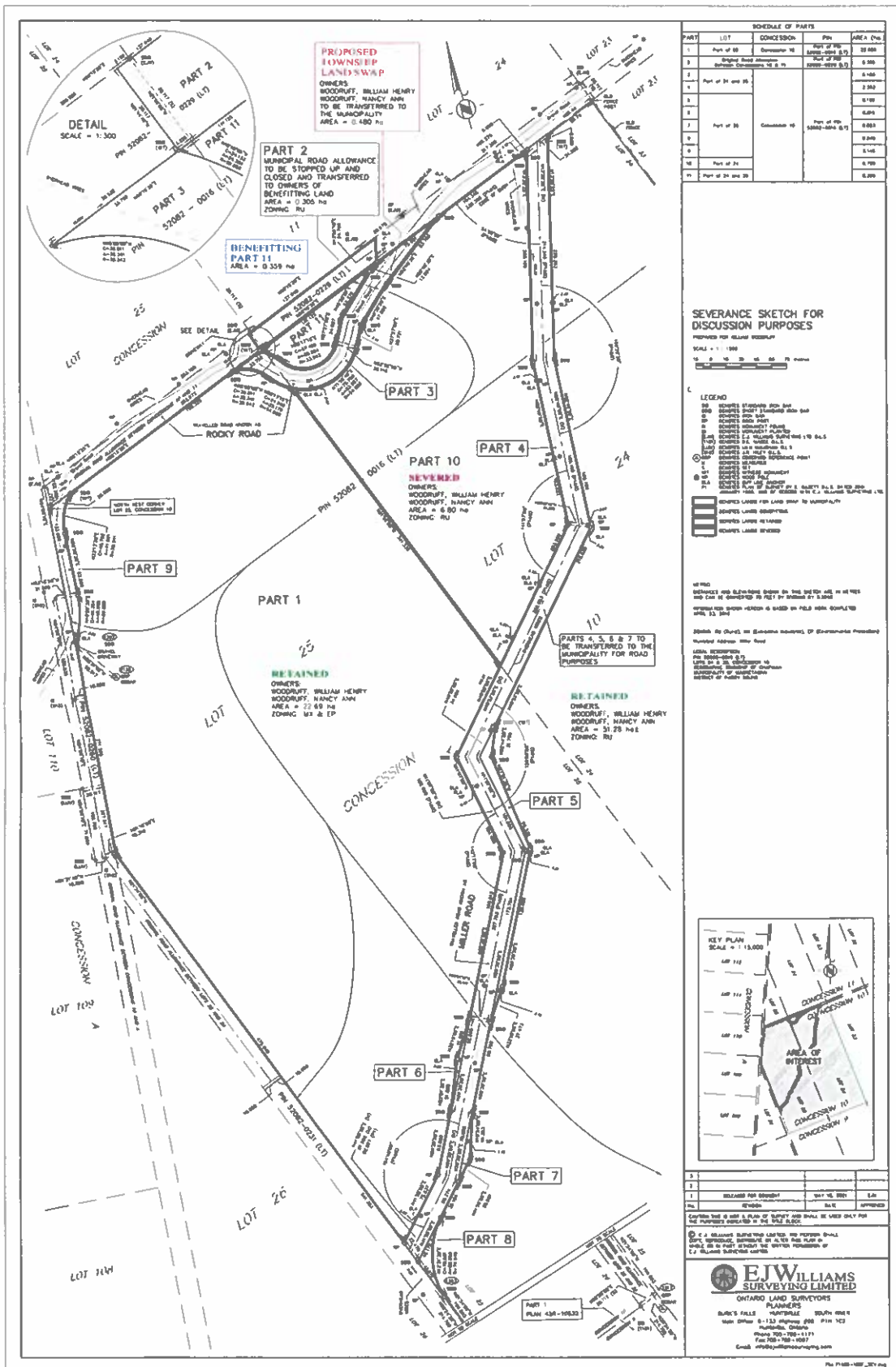
May 18, 2021  
Date

Nancy Woodruff  
Nancy Woodruff

The CAPB will assign a File Number for complete applications and this should be used in all communications.

- Applicant's Checklist: Have you remembered to attach:
- ☐ 10 copies of the completed application form?
  - ☐ 10 copies of the sketch?
  - ☐ 1 copies of the North Bay Mattawa Conservation Authority comments regarding Septic system
  - ☐ The required fee payable to the Central Almaguin Planning Board

Forward to: CENTRAL ALMAGUIN PLANNING BOARD, P.O. Box 310, South River, ON POA 1X0



## THE MUNICIPALITY OF MAGNETAWAN

### PLANNING REPORT

TO: Nicole Gourlay, Deputy Clerk, Municipality of Magnetawan

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

DATE: June 30, 2021

SUBJECT: Consent Application – Woodruff – 309 Miller Road, Municipality of  
Magnetawan  
Roll No. 4944010002233000000

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### Recommendation

That the Council for the Municipality of Magnetawan provide comments to the Planning Board in regards to the proposed Consent Application pertaining to 309 Miller Road by recommending that the Consent Application for one new rural lot and one retained lot be approved, subject to the following conditions of provisional consent:

1. That the applicant meet all financial requirements of the Municipality.
2. That a registrable description of the severed lands be submitted to the Municipality.
3. Confirmation from the North Bay Mattawa Conservation Authority (NBMCA) that the proposed Severed Lot can be adequately serviced by individual on-site septic systems and individual on-site water systems.
4. That a draft survey of the severed lot be provided to the Municipality for review and approval.
5. That the Applicant submit a Zoning By-law Amendment to rezone the proposed Severed Lot to address the non-compliant minimum lot area requirement and to establish a building envelope on the severed lot that is appropriately setback from the adjacent aggregate operation.
6. That the Applicant obtain an entrance permit from the Municipality for the proposed Severed Lot.
7. Confirmation that there are no livestock in the surrounding area that would have an impact on the proposed severed and retained lot with respect to the Minimum Distance Separation (MDS) requirements.

8. That the Applicant transfer to the Municipality of Magnetawan, in fee simple, free and clear of all liens and encumbrances, PIN 52082-0229 (LT), known as the Miller Road allowance, to the satisfaction of the Municipality. The Applicant's solicitor shall prepare and submit a draft of the proposed transfer for review by the Municipality, together with his/her opinion letter stating that upon the registration of the Transfer, the Municipality will have acquired a good and marketable title thereto, free and clear of all liens and encumbrances. All costs associated with the preparation and registration of the Transfer and Consolidation Application, including costs relating to surveying, legal fees, and disbursements, agreements, HST, etc. shall be fully borne by the Applicant.
9. That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Central Almaguin Planning Board.

### **Proposal / Background**

A Consent Application has been submitted by the property Owners, William and Nancy Woodruff, for the property located at 309 Miller Road which is legally described as Concession 10, Lot 24 & 25, in the Municipality of Magnetawan.

The subject property is currently used as a rural residential use. The Consent Application seeks permission to create one new lot and one retained lot. The proposed severed lot is located in the northeast corner of the subject property and generally follows the boundary of Miller Road that traverses through the subject property.

A portion of the road that encroaches on the subject property is to be transferred to the Municipality and a portion of the unopened road allowance will be transferred to the remnant parcel created by the transfer of the road to the Municipality (land swap with the Municipality). All proposed lots will have frontage onto Rocky Road and Miller Road, both of which are identified as municipally maintained roads.

As shown in Figure 2, Part 11, the unopened road allowance identified as (PIN 520882-0229 (LT)) and the portion of the traveled road (known as Rocky Rd) identified as Part 3 are not subject to this application.

The proposed Retained Lot is to host the existing residential use and individual onsite sewage and water services. The proposed Severed Lot is to be vacant and is proposed for a future rural use that has not been detailed by the Applicant. The Severed Lot does not contain any buildings or structures and is to be vacant. The proposed consent would result in the following lot statistics, which are to be verified by a surveyor:

*Table 1: Lot Characteristics*

Statistic	Retained Lot	Severed Lot
Lot Area	22 hectares	6.8 hectares
Lot Frontage	620 metres (Miller Road)	330 metres (Rocky Road)

Figure 1 identifies the subject lands.



Figure 1: Location of Subject Property



Figure 2 identifies the location of the severed and retained lands. The Retained Lot is shown in 'green', the Severed Lot is shown in 'purple', the lands in 'red' represent the Rocky Road and are proposed to be transferred to the Municipality and the lands identified in 'blue' that are part of the former road allowance are proposed to be transferred from the Municipality and added to the benefitting lot in blue (Part 11). The red and blue lands are not subject to this application. It is also noted that the green lands to the east of Miller Road are not subject to this application.

### **Area Context**

The subject property is generally located in the central area of the Municipality to the north east of the Village of Magnetawan. The subject property is located at the intersection of Miller Road and Rocky Road, as shown in Figure 2.

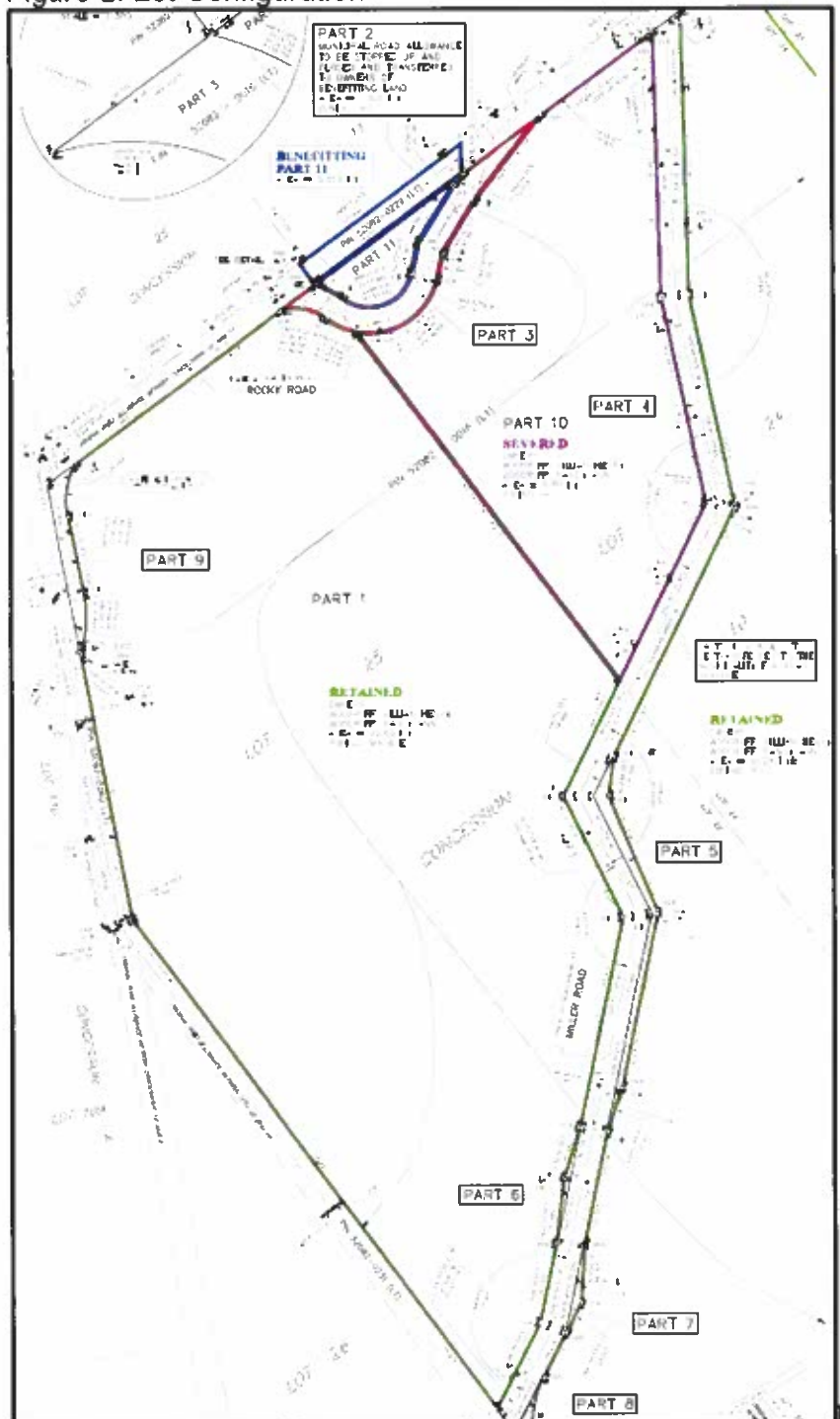
**North:** A large tract of forested lands and single detached dwellings fronting onto Rocky Road.

**East:** Miller Road and the eastern Municipality of Magnetawan boundary.

**South:** Forested land and Highway 124 further to south.

**West:** Crown Land and Municipal Landfill Site

Figure 2: Lot Configuration



## **Policy Analysis**

The following is a review of the land use policy framework related to the subject lands and the consent proposal.

### **Provincial Policy Statement**

The Provincial Policy Statement (PPS) is a document that provides policy direction on matters of Provincial interest concerning land use planning. Ontario has a policy led planning system and the PPS sets the foundation for regulating the development and use of land in the Province. Policies are set out to provide for appropriate development while also protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. When making land use planning decisions, Planning Authorities must ensure that decisions are consistent with the PPS.

The subject lands are located outside of a settlement area and are considered by the PPS to be Rural Lands. The PPS, specifically Section 1.1.5.2, recognizes limited residential development, and other rural land uses, and agricultural uses as a permitted use on Rural Lands.

The retained lands are proposed to contain the existing residential dwelling and detached garage. The residential use of the Retained Lot is permitted in accordance with Section 1.1.5.2 of the PPS. The proposed Severed Lot is to be used for rural purposes.

Section 1.1.5.4 of the PPS indicates that *development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted*. The existing residential use and future rural use of the severed lot are compatible with the surrounding rural land uses and will not negatively impact the character of the area. The proposed severed lot is to be serviced individual on-site sewage and water systems which is an anticipated type of servicing for this area of the Municipality.

Section 1.6.6.4 provides policies that apply to development serviced by individual on-site sewage and water services. It 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 is proposed to utilize on-site sewage and water services. A condition of provisional consent should be included that requires confirmation from the NBMCA that a well and septic can be accommodated on the proposed Severed Lot.

Section 2.0 of the PPS contains policies related to the wise use and management of resources. Ontario's long-term prosperity, environmental health, and social well-being is dependent on protecting water and natural heritage features. Upon review of Municipality's Environmental Features mapping the subject property does not contain any mapped natural heritage features.

Section 3.0 of the PPS contains policies related to directing development away from natural or human made hazards. In accordance with Section 3.1 the subject property is located outside of hazardous lands and hazardous sites and not affected by a dynamic beach hazard, flooding hazard or erosion hazard. Section 3.2 of the PPS provides policy direction regarding development on, abutting or adjacent to lands affected by a mineral aggregate operation. It is

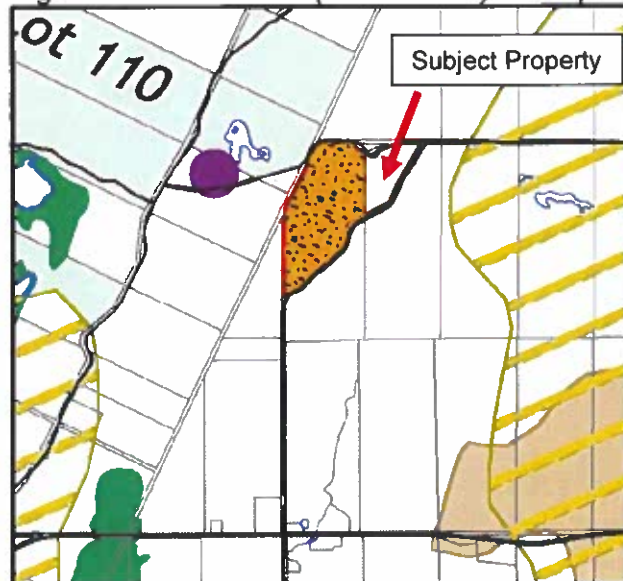
noted that the proposed severed lot is adjacent to a mineral aggregate operation that is licensed under the Aggregate Resources Act. A condition of provisional approval of the proposed consent application has been included to require the Applicant to submit a Zoning By-law Amendment application to establish a suitable building envelope that implements the aggregate policies of the PPS and Official Plan.

Provided that the recommended conditions of provisional consent are satisfied, the proposed Consent Application is consistent with the policies contained in the PPS.

#### Municipality of Magnetawan Official Plan

The Municipality's Official Plan provides direction pertaining to growth and development within Magnetawan. The policies in the Plan address the environment, cultural and built heritage, natural resources and servicing and transportation. Schedule A (Land Use Map) of the Official Plan identifies the subject lands as being designated Rural and a portion of the subject property contains an area of an Aggregate Resources Act (ARA) license area, as shown in Figure 3.

Figure 3: Official Plan (Schedule A) Excerpt



The Municipality's waste disposal site is identified as being approximately 650 metres west of the proposed severed lot (see 'purple' circle in Figure 3). There are no anticipated land use compatibility issues due to the large separation distance from the waste disposal site.

Section 4.14 of the Official Plan provides policy direction for mineral aggregate resources Resource Areas. Specifically, Policy 4.14.1 states *"Where development is proposed in or adjacent to an area of known mineral or aggregate resources, the development shall be set back and buffered sufficiently to ensure that it would not preclude or hinder the establishment of new operations, expansion of existing operations or access to the resources, except where the following conditions are met:*

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

As noted in this Report, the proposed severed lot is adjacent to a mineral aggregate operation that is licensed under the Aggregate Resources Act (See Figure 3). A recommended condition of provisional approval of the proposed consent application has been included to require the Applicant to submit a Zoning By-law Amendment application to implement the aggregate policies of the Official Plan.

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

Section 5.2.2 contains policy direction regard residential development and states that limited new permanent residential development shall be permitted in the Rural Area, preferably in close proximity to other residential uses as infilling on existing roadways where school busing and municipal winter maintenance is presently being provided. The proposed Severed Lot is located on a municipally maintained road, in proximity to other residential uses and does not require the extension of municipal services.

Section 5.2.2 also requires that new lots have a minimum lot area of 1 hectare (2.47 acres) within the Rural designation. The proposed Severed Lot is to be 6.8 hectares in lot area and exceeds the minimum requirement for new lots within the Rural designation. It is noted that the minimum required lot area for the Rural Zone is 10 hectares.

Section 7.1.1 of the Official Plan contains criteria that are applicable to consent applications. Table 2 summarizes the consent policies and the relevance to the proposed consent application for one new lot and one retained lot.

*Table 2: Official Plan Section 7.7.1 Summary*

<b>Policy 7.7.1 Severance Criteria</b>	<b>Does the Application Conform?</b>
a) A registered plan of subdivision is not necessary for the orderly development of the lands.	A Plan of Subdivision is required where 3 or more lots are proposed. The proposed application is for the creation of one new lot and one retained lot. A Plan of Subdivision is not required to facilitate the proposed development.
b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.	Section 5.2.2 of the Official Plan requires a minimum lot area of 1 hectare for new residential lots. The proposed severed and retained lots exceed this requirement.

	<p>The subject property is Zoned Rural (RU). The minimum required lot area for the Rural Zone is 10 hectares. The proposed Severed Lot 1 does not comply with the minimum lot area standard.</p> <p>To ensure Zoning By-law compliance, it is recommended that the proposed severed lot be rezoned to the Rural Residential (RR) Zone or a Rural Exception Zone to recognize the proposed lot area and the use of the proposed lot.</p>
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.	The proposed severed lot and the retained lot front onto Miller Road and Rocky Road which both are identified as municipal roads (year-round maintained) in accordance with Schedule C of the Official Plan.
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.	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;	The proposed severed lot does not appear to create a traffic hazard. The proposed severed lots and the retained lots front onto a publicly maintained road. An entrance permit should be obtained for the proposed severed lot, if required by the Municipality.
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.	The proposed severed lot appears to be of sufficient size. Approval from the North Bay Mattawa Conservation Authority (NBMCA) is required to confirm that the severed lot can be adequately serviced by on-site septic systems and on-site water services. It is recommended that this be included as a condition of consent.

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.	Access for the proposed severed lot would be via publicly maintained road as identified on Schedule C of the Official Plan.
h) Any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway.	The lots are accessed by a year round maintained road.
<p>i) In the Rural designation, new lots created by consent shall be limited to the following:</p> <ul style="list-style-type: none"> <li>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.</li> <li>ii. two lots per original hundred acre lot;</li> <li>iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and</li> <li>iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway</li> </ul>	<p>The severed lot is located within the Rural designation. Based on a review of the previous consents within the Municipality the proposed lots would not exceed eight new lots within the Rural designation at the time of writing this Report.</p> <p>The proposal would result in the creation of one new lot from an existing 200 acre parcel. The subject property has not been subject to a previous severance. The proposal would conform to Section 7.7.1 i) iii).</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 proposal will not have the effect of preventing access to, or land locking 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.	<p>The subject lands do not appear to be adjacent to livestock operations that would trigger an MDS calculation.</p> <p>Council shall be satisfied that there are no livestock facilities in the area. If there are, an MDS calculation shall be completed prior to consideration of the application by the Planning Board.</p>

As summarized in Table 2, the proposed consent application conforms to the severance policies in Section 7.1.1 of the Official Plan, subject to the recommended conditions.

#### Municipality of Magnetawan Zoning By-law

The subject property is zoned Rural (RU) in the Municipality's Zoning By-law.

Table 3 provides a summary of the proposed lots in relation to the minimum requirements for the Rural (RU) Zone.



Table 3: Rural Zone Standard Summary

Zoning By-law Requirements		Lot Configuration	
Rural (RU) Zone/ Rural Residential Zone (RR)		Proposed Retained Lot	Proposed Severed Lot
Minimum Lot Area	10 ha / 1.0 ha	22 ha	6.8 ha
Minimum Lot Frontage	134 m / 60 m	620 m	341 m (as a result of the land transfer between the owner and the Municipality)

As shown in Table 3, the proposed Severed Lot does not comply with the minimum lot area requirement of 10 hectares for the Rural (RU) Zone and as a result would be required to be rezoned as a condition of provisional consent to recognize this deficiency. It is recommended that the Severed Lot be rezoned to the Rural Exception (RU) Zone or Rural Residential (RR) Zone, depending on the anticipated use of the Severed Lot.

### Comments From Departments

#### Public Works

- It is recommend an entrance permit be a condition of the severance.

#### Fire Chief

- No concerns.

#### Building Department

- None received at the time of writing this Report

### Summary

The Consent Application proposes to create one new rural lot and one retained lot. The proposed consent application is consistent with the Provincial Policy Statement and conforms to the consent criteria in the Municipality's Official Plan, subject to the recommended conditions. In addition it is recommended that Council support the proposed application subject to the recommended conditions contained in this Report.

Respectively submitted,



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



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



**Moved by:** \_\_\_\_\_**Seconded by:** \_\_\_\_\_

**WHEREAS** the Municipality of Magnetawan has received an application for the exchange of an unopened Road Allowance from Robert Main for the lands encompassing Schmeler Road on the lands known as CON 12 PT LOT 19 PCL 9838 S/S & CON 12 LOT 18, Roll numbers 494401000230600 & 494401000230500, and also, to gift the lands encompassing Miller Road on the lands known as CON 12 PT LOT 19 PCL 9838 S/S, Roll number 494401000230600;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan approves in principle the gifting of lands encompassing Miller Road traversing the Main's lands, and also, the exchange of the unopened road allowance for the encompassing Schmeler Road traversing the Main's lands with the following provisions:

- The exchange of the 'road allowance' will be at no cost to the applicant for the lands only;
- The cost of surveying the necessary lands, and all other and any costs will be borne by the applicant;
- The transferred road allowances (Miller and Schmeler) to the Municipality are a minimum of 66 feet in width.

Carried \_\_\_\_\_ Defeated \_\_\_\_\_ Deferred \_\_\_\_\_

\_\_\_\_\_  
Sam Dunnett, Mayor

Recorded Vote Called by: \_\_\_\_\_

## Recorded Vote

Member of Council	Yea	Nay	Absent
Brunton, Tim			
Hetherington, John			
Kneller, Brad			
Smith, Wayne			
Mayor: Dunnett, Sam			

June 21, 2021

Magnetawan Council,

The purpose of this application is two fold. One, to gift the portion of Schmeler Road passing through our property to the Municipality of Magnetawan (shown in Orange on attached map) and as a result the Municipality of Magnetawan gift us the 66' road allowance (shown in pink on attached map) ie, a swap.

Two, we are asking to gift to the Municipality of Magnetawan the portion of Miller Road that passes through our property (shown in blue on attached map)

Thank you.

Robert Main.



JUN 21 2021

RECEIVED

**Road Closing Application  
Authorized Under By-Law 2006-11  
(Purchase of Road Allowance)**

- ☐ Purchase of Original Road Allowance  
☐ Purchase of Original Shore Road Allowance (shoreline)

1. Name of Applicant Robert Main  
Ron Hutcheson
2. Mailing Address of Applicant 640 Skyhills Road, Huntsville Ont. P1H2N5
3. Telephone Number and Email address of Applicant:  
705-889-7057 705 789 2412 Robertgmain@Sympatico.ca.
4. Owner's Property Description and Address.  
1113 Miller Road, Magnetawan, Ontario  
Magnetawan Con 13 Lot 18  
Magnetawan Con 12 Lot 19  
Magnetawan Con 12 Lot 18
5. Roll Number 4944 01000233600  
4944 01000230600  
4944 01000230500
7. Names and addresses of Adjacent Owners (each side):

**Sketch of lands pertaining to this Application (or attach)**

Please See Attached  
Map and  
written explanation.

**Agent Authorization**

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be attached to this form or the authorization set out below must be completed.

**Authorization of Owner for Agent to Make the Application**

I, \_\_\_\_\_, am the owner of the land that is the subject of this application for the purchase of a road allowance, and I authorize \_\_\_\_\_ to make this application on my behalf.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

DATE:

June 21/2021

Signature of Applicant

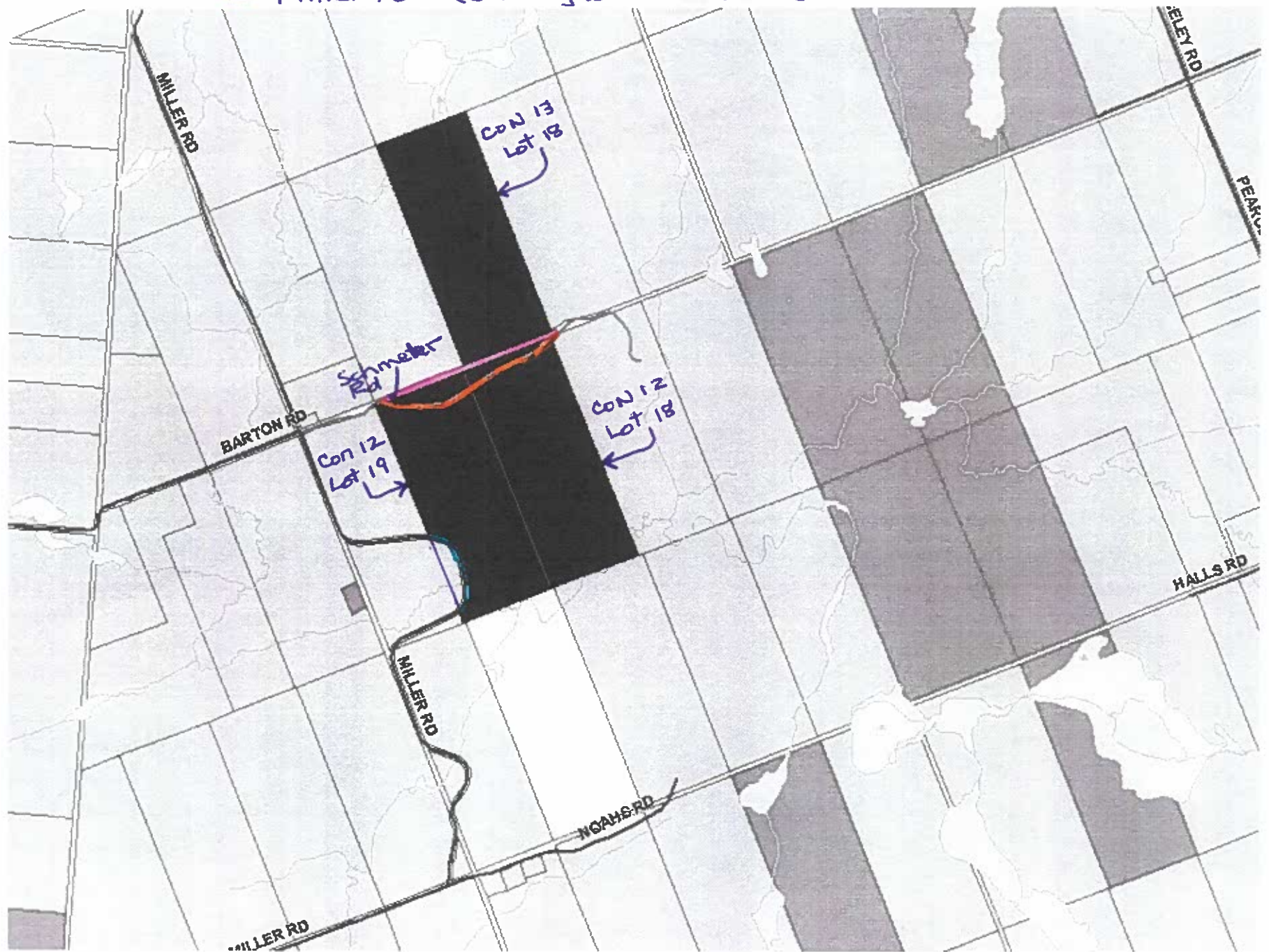
Robert Main

*Personal information on this form will be used for the purposes of sending correspondence relating to matters before Council. Your name, address, comments, and any other personal information, is collected and maintained for the purpose of creating a record that is available to the general public in a hard copy format and on the internet in an electronic format pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended. Questions about this collection should be directed to the Clerk's office at clerk@magnetawan.com or 705 387 3947 x201*



Property

- 66' road allowance
- Existing Municipal Road (Seasonally Maintained)-
- Miller Road (Gifting to Municipality)



**Request for a Temporary Exception to:**  
**Zoning By-Law No. 2001-26 section 3.32**

To the Council of the Municipality of Magnetawan:

My name is Victor Wiens. I am the son of Henry Wiens and am writing on behalf of him, and my three siblings. My father recently purchased a 52-acre parcel of vacant land on Horn Lake, at the end of Minklers Lane. I believe some of you have already met him, or spoke with him in some capacity, and may know of his plans to subdivide parts of this property and keep the rest for our family.

My father and many of his children are experienced tradespersons. We have developed properties in the past, and plan on doing most of the work on this property ourselves. As such, we were planning on staying in camping trailers during the summer as we worked. Recently, section 3.32 was brought to our attention. It was very disappointing to find out that, as section 3.32 states, only one trailer is permitted on vacant land. We are unable to fit all those working on the land in one trailer at a time.

I would like to kindly ask you to consider giving us a temporary exception to the Trailer and Camper by-law. From what I understand in talking to members of Magnetawan staff, the by-law was put into place for appearance purposes; to avoid driving through the municipality and seeing "trailer parks" on people's properties. I understand the motivation behind this by-law as I respect its intention.

*My family would like to propose the exception that we may have more trailers on our property for the next five years while we are developing our land and building a permanent cottage. To uphold the intention of the by-law, we would be willing and able to make it so that no more than one trailer, or camper, is visible from any public road, waterway, or neighboring property.*

This exception would allow my immediate family - 9 adults and 11 children - to all be on the property at one time to work, play and build our future on Horn Lake. This would benefit the township as we would contribute to the municipality's economy. From my perspective, accepting our proposal has no negative consequences to us, the municipality, or the public. If you were to receive complaints about our property looking like a "trailer park" it means that someone would have to be trespassing on our property to see any more than the one visible, permitted, trailer.

I want to thank you in advance for taking the time to read this letter and consider our request. We are extremely excited to build a future in Magnetawan and on Horn Lake. We would be overjoyed if you accepted our request to allow us to all be on the property together during the development of this land.

Victor J Wiens  
289-228-8085  
victorwiens@gmail.com



## REPORT TO COUNCIL

TO: Mayor and Council Members

FROM: Matthew Clouthier CBCO, Deputy Chief Building Official

RE: Report of Results from a Request for Quotes from Local Dealers

DATE: 2021-06-23

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Background: In October 2020, the building department had put in a consideration to purchase a vehicle for use by the Building Department, at the request from the Clerk/Council. Resolution No. 2020-261, granted approval for the building department to seek out the purchasing of a vehicle. After using an existing RFP provided by the Clerk's office was found to be excessive, it was requested by the Mayor directly to obtain quotes from the local dealers. The quotes received:

- i) Bray Motors in Sundridge for a 2021 Chevrolet Colorado Truck at \$36,998.00 (HST included) (note availability is unknown due to current vehicle shortages and may take time to obtain)
- ii) Mac Lang in Sundridge for a 2021 Jeep Compass SUV at \$34,805.00 (HST included) (note availability is unknown due to current vehicle shortages and may take time to obtain)
- iii) Bourgeois Ford in Parry Sound for a 2021 Ford Bronco at \$42,625.12 (HST included) (Currently on lot)
- iv) Bourgeois Ford in Parry Sound for a 2021 Ford Ranger at \$50,854.91 (HST included) (Currently on lot)

NOTE: Prices do not include winter tires and rims due to quote requests prior to advisement later that week. These will need to be purchased after the purchase of a vehicle if one was found to be suitable.



Consideration: The best quote for a SUV type vehicle is the 2021 Ford Bronco, because all standard features meet all the requirement and is currently available on the lot. This vehicle is equipped with the most efficient engine of all vehicles 1.5L 3-cylinder.

The best quote for a truck type vehicle is the 2021 Ford Ranger because all standard features meet all the requirements and is currently available on the lot. This truck is also equipped with the most efficient engine of all truck type vehicles 2.3L 4-Cylinder.

Further Consideration: The other quotes for SUV type vehicles with the standard equipment previously indicated by the building department. The most up-front cost-effective option was the 2021 Jeep Compass at \$34,805.00. This vehicle was equipped with a 2.4L 4-cylinder engine and timelines for delivery could not be given, due to a global chip shortage plaguing many manufacturers.

From all quotes on Truck type vehicles with the standard equipment previously indicated by the building department. The most up-front cost-effective option was the 2021 Chevrolet Colorado Truck at \$36,998.00, availability is unknown due a global chip shortage and timelines could not be given. We were advised this product may need to be specifically ordered. This truck was also equipped with the least efficient larger of all vehicle quotes, NOTE: This Truck can be requested with a 2.8 4-cylinder diesel if needed to be ordered but price may increase.

Note: It was advised by multiple dealers that prices may be increasing due to the global crisis and limited vehicle availability.

Note: All truck type vehicles may require additional running boards due to access for staff with disabilities.

Recommendation: That council select the 2021 Ford Bronco from Bourgeois Ford in Parry Sound due to availability and provides easy access into the vehicle without additional costs.



## REPORT TO COUNCIL

To:	Mayor and Council
From:	Public Works Superintendent
Date of Meeting:	June 30 <sup>th</sup> 2021
Report Title:	Backhoe # 4 2012 John Deere 410-J Additional Repairs

**Recommendation:** THAT Council receives and approves this report as presented, and authorizes Asset Management Reserves to be used for the overage.

**Background:** This report is to update Council as to the additional repairs to Backhoe # 4 due to both safety issues while driving along the Right of Way of instability as well as an overheating issue that causes the equipment to be shut down about every 5 minutes to avoid overheating seizing the drive. Part of this repair was completed on or before 2018 and at the time the Mechanic recommended that the Backhoe Control Valve be replaced as there was only half the power. At the time it was believed a piece of hose may have gone through causing this issue, so the Mechanic was instructed to do a minor repair first and see how that works before replacing the Valve. It did start to run so it was believed the problem was solved; however, the problem has resurfaced and needs to be repaired.

**Evaluation:** The 2012 John Deere 410-J (Backhoe #4) has 4,000 hours on it and is valued at \$69,900 on MarketBook.ca and in discussions with AFC Heavy Equipment Repair is still a good unit for Municipal purposes. This unit is used for Landfill but also serves as our backup during emergencies. To not repair it will leave this unit with no value and there will be the need to Float and or drive the remaining Backhoes to the Landfill to push down bins etc. The alternative will be to rent when required.

**Financial Implications:** Quotes as per AFC Heavy Equipment Repair:

<i>Original repair before taxes Repair (Estimate #43)</i>	<i>\$4,813.22</i>
<i>Replacing the Hydraulic Pump (Estimate #47)</i>	<i>\$6,456.91</i>
<b><i>Total estimated costs</i></b>	<b><i>\$11,270.13</i></b>

Budgeted for Repairs in 2021 as per line 1-4-3217-2070 was \$5,046 based on non-major issues as none were anticipated during discussions with Mechanics. The additional funds will need to come from Reserves.


**Conclusion** The Public Works Superintendent after considering all the options and facts, and taking into consideration that a quote from Sunbelt Rentals put us in the amount of \$400.00 per day and \$1,500.00 a week, the best option was to continue with the repair.

Respectfully Submitted,

*Scott Edwards*

Scott Edwards

Public Works Superintendent

 <b>Municipality of Magnetawan</b>	<h2>REPORT TO COUNCIL</h2>
To:	Mayor and Council
From:	Public Works Superintendent
Date of Meeting:	June 30th 2021
Report Title:	Rust Proofing

**Recommendation:** THAT Council receives this report as presented.

**Background:**

This report is to update Council as to the change of rust proofing companies for the Public Works Fleet. In 2020 after our fleet was oil sprayed, our contracted Mechanic found it was lacking coverage underneath the Tandems in hard-to-get places and along some key wiring niches. Given our Tandems carry a 3% Salt/ 97% Sand mix part of the year, not to mention spraying calcium in the early summer, subjects the metal and wiring to corrosive materials.

**Evaluation:** The Magnetawan Fire Department has had very good success with PROFleetCare and the decision was made to try this company in 2021 to compare the results. The cost was minimally different (\$80 for the fleet); however, the results were very noticeable to our Mechanic who gets into the hard to see places.

To note the shared Parks Truck #11, a 2007 Dodge Ram, which was purchased by the Municipality in 2012 is also being sprayed. Unfortunately, as the truck was purchased used, the current spraying will not mitigate previous damage. However, although the body of Truck #11 shows its age, with the oil spraying and regular maintenance, the underside and moving parts are fairing better.

**Conclusion:** The Public Works Superintendent will continue to monitor the companies' pricing and quality of workmanship to ensure good coverage and maintenance of the Public Works Fleet.

Respectfully Submitted,

*Scott Edwards*

Scott Edwards

Public Works Superintendent

## THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

### BY-LAW NO. 2021 –

#### Being a By-law to Provide for the Numbering of Properties for 911 Emergency Service Implementation

**WHEREAS** Section 116 of the *Municipal Act, S.O. 2001, c.25* provides that a municipality may establish, maintain and operate a centralized communication system for emergency purposes may at any reasonable time enter upon land to affix numbers to buildings or erect signs setting out numbers on land;

**AND WHEREAS** the Council of the Corporation of the Municipality of Magnetawan deems it necessary for the safety and welfare of its citizens to have every property in the Municipality display an assigned emergency number that is clearly legible from the highway from which the property gains access for the prompt identification of the property by emergency service personnel;

**AND WHEREAS** Section 427 of the *Municipal Act, S.O. 2001, c.25* provides that if a municipality has authority by by-law otherwise to direct or require that a matter or thing be done, the municipality may, in the same or another by-law direct that, in default of it being done by the person directed or require to do it, such matter or thing shall be done at the persons expense and that the municipality may recover the costs of doing a thing or matter from the person directed or required to do it and the municipality may recover the costs by action or by adding the costs to the tax roll and collecting them in the same manner as taxes;

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

1. **THAT** this By-law may be cited as the "Magnetawan 911/Civic Address By-law"
2. **THAT** a Municipal addressing system be established to provide for an accurate, universally agreed upon system of property identification that will assist emergency and delivery services;
3. **THAT** property identification numbers shall be assigned by the Municipality for every piece of property with a building and/or an entrance within the Municipality, and that a record of such shall be maintained by the Municipality for public inspection;
4. **THAT** the Clerk be and is hereby authorized and directed to notify each owner and/or occupant of every road access property upon which a building and/or an entrance is situated, that there shall be affixed to the property, in the manner hereinafter prescribed, a numbered civic address sign corresponding to the number assigned by the Municipality;
5. **THAT** an application for a Building Permit on vacant land shall include a request for the property identification number and payment for a numbered civic address sign and post and the provisions of this By-law shall apply to the installation of said sign and post which must be installed within fifteen (15) days of receipt;
6. **THAT** an application for an Entrance Permit shall include a request for the property identification number and payment for a numbered address sign and post and the provisions of this By-law shall apply to the installation of said sign and post which must be installed within fifteen (15) days of receipt;

7. **THAT** no person shall install or cause to be installed, a Civic Address Sign except in accordance with the following specifications:

- a. the Civic Address Sign and Post shall be purchased from the Corporation of the Municipality of Magnetawan.
- b. the Civic Address Sign shall be erected at the entrance to the property, perpendicular to the road and in such a manner that both sides of the sign are clearly visible from the road.
- c. the Civic Address Sign shall be five (5) feet above the ground level.
- d. the Post shall be not less than six (6) feet and not more than eight (8) feet from the shoulder of the road, with the sign affixed to the roadside of the post.
- e. properties assigned a civic address on Highway 124, Highway 510, and Highway 520, shall comply with the specifications set out in Section 7 except that the sign shall be erected on the property line identified by the owner of the property.

8. **THAT** no owner of property or any person shall remove a civic address sign;

9. **THAT** it shall be the responsibility of the owner(s) of the property to keep and maintain in good condition, their civic address sign;

10. **THAT** replacement of damaged or stolen civic address signs shall be in accordance with Section 7 of this By-law and shall be installed within fifteen (15) days of the damage or loss or after receiving notice from the Municipality to repair or replace;

11. **THAT** any person(s) who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine, to a maximum of \$5,000 (five thousand dollars) for each offence exclusive of the costs, as prescribed by the *Provincial Offences Act, R.S.O. 1990, c.P. 33*, as amended.

12. **THAT** if any provisions of the By-law are for any reason held to be invalid, it is hereby declared to be the intention that all the remaining provisions shall remain in full force and effect until repealed, notwithstanding that one or more provisions shall have been declared to be invalid;

13. **THAT** By-law No. 2001-18 is hereby repealed;

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 30th day of June 2021.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO/Clerk

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW No. 2001 - 18**

**Being a BY-LAW To Provide for the  
NUMBERING OF PROPERTIES  
for 9 1 1 Emergency Service Implementation**

**WHEREAS** the Municipal Act, R.S.O. 1990, Chapter M45, Section 208 (b) (iv) provides that Councils may pass By-Laws for the establishment and operation of a communication system for the provision of emergency response services;

**AND WHEREAS** the Municipal Act, R.S.O. 1990, Chapter M45, Section 210 (112) provides that Councils may pass By-Laws for numbering the buildings and lots along any highway or any other property in the Municipality, and for charging the owner or occupant with the expense incident to the numbering of the lot, and for collecting such expense in the same manner as taxes;

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

- (1) That a Municipal addressing system be established to provide for an accurate, universally agreed upon system of property identification that will assist emergency and delivery services;
- (2) That property identification numbers shall be assigned by the Corporation for every improved piece of property within the Municipality, and that a record of such shall be maintained by the Corporation for public inspection;
- (3) The Clerk be and is hereby authorized and directed to notify each owner and/or occupant of every Road access property upon which a building is situated, that there shall be affixed to the property, in the manner hereinafter prescribed, a numbered civic address sign corresponding to the number assigned by the Corporation;
- (4) An application for a Building Permit on vacant land shall include a request for the property identification number and payment for a numbered civic address sign and post and the provisions of this By-Law shall apply to the installation of said sign and post which must be installed within fifteen (15) days of receipt;
- (5) No person shall install or cause to be installed, a Civic Address Sign except in accordance with the following specifications:
  - a) the Civic Address Sign and Post shall be purchased from the Corporation of the Municipality of Magnetawan;
  - b) the Civic Address Sign shall be erected at the entrance to the property, perpendicular to the Road and in such a manner that both sides of the sign are clearly visible from the Road;
  - c) the Civic Address Sign shall be five (5) feet above the ground level;
  - d) the Post shall be not less than six (6) feet and not more than eight (8) feet from the shoulder of the Road, with the Sign affixed to the Road side of the Post;
  - e) properties assigned a Civic Address on Highway 124, Highway 510 and Highway 520, shall comply with the specifications in Section 5 except that the Sign shall be erected on the property line identified by the owner of the property.

- (6) No owner of property or any person shall remove a Civic Address Sign;
- (7) It shall be the responsibility of the owner(s) of the property to keep and maintain in good condition, their Civic Address Sign;
- (8) Replacement of damaged or stolen Civic Address Signs shall be in accordance with Section 5 of this By-Law and shall be installed within fifteen (15) days of the damage or loss or after receiving notice from the Municipality to repair or replace;
- (9) That any person who fails to comply with any of the provisions of the By-Law is guilty of an offense and on conviction is liable to a fine as set out under the Provincial Offenses Act, R.S.O. 1990, Chapter P.33 of not more than \$5,000.00 for each offense;
- (10) If any provision of the By-Law is for any reason held to be invalid, it is hereby declared to be the intention that all the remaining provisions shall remain in full force and effect until repealed, notwithstanding that one or more provisions shall have been declared to be invalid;
- (11) that where a form or words or expressions are prescribed in this By-Law, deviations therefrom not effecting the substance or calculated to mislead, do not vitiate them.

Passed in open Council as read a First, Second and Third time,  
this 23<sup>rd</sup> day of May, 2001

  
Sam Dunnell, Reeve

  
Brenda J. Frazer, Clerk/Administrator



## THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

### BY-LAW NO. 2021 –

#### 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 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;
- 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;
- vi. “**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;
- vii. “**Cemetery**” means land set aside to be used for the interment of human remains;
- viii. “**Cemetery Caretaker**” means the person who maintains the cemetery grounds; opens and closes graves and represents the Board for all interment/inurnments;



- ix. **"Cemetery Owner"** means the Corporation of the Municipality of Magnetawan;
- x. **"Cemetery Price List"** means a separate listing of charges as per the current Fees and Charges By-law to regulate the fees and charges that are to be paid by persons purchasing interment rights or requiring services to be performed with the cemeteries.
- xi. **"Cemetery Services"** means cremation services; the opening and closing of graves; the general care of graves; and any other service that is normally provided by the owner of the Cemetery;
- xii. **"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;
- xiii. **"Council"** means the Council of the Corporation of the Municipality of Magnetawan;
- xiv. **"Cremated Remains"** means the residue after the cremation of a body and the casket or container in which the body was received;
- xv. **"FBCSA"** means the *Funeral Burial and Cremation Services Act, 2002*
- xvi. **"Foundation"** means the below-ground concrete structure upon which rests the base stone of a monument;
- xvii. **"Grave"** means an in-ground burial space intended for the interment of human remains or cremated human remains;
- xviii. **"Human Remains"** means a dead human body and includes a cremated human body;
- xix. **"Interment"** means the burial of human remains or cremated remains in a grave;
- xx. **"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;
- xxi. **"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. **"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;
- xxiii. **"Lot"** mean a single grave space;
- xxiv. **"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. **"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. **"Municipality"** means the Corporation of the Municipality of Magnetawan;
- xxvii. **"Owner"** means an owner of a Cemetery;
- xxviii. **"Plot"** is a parcel of land, sold as a single unit, containing multiple lots;
- xxix. **"Prescribed"** means prescribed by the regulations made under this Act;
- xxx. **"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. **"Registrar"** means the registrar appointed under the FBCSA;
- xxxii. **"Tribunal"** means the Commercial Registration Appeal Tribunal;
- xxxiii. **"Trust Fund"** means a trust fund established for the purpose of this Act;
- xxxiv. **"Transferee"** means a person wherein the interment rights with respect to a lot(s) have been transferred;
- xxxv. **"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.

**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/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 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 maybe 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.

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 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 shall be paid in full before a burial can take 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 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, 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 A purchaser has the right to cancel an Interment Rights Contract after thirty (30) days of signing the Interment Rights contract, 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 purchase within thirty (30) days from the date of written request for cancellation provided. 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. Contributions to the Care and Maintenance Fund are non-refundable except when Interment Rights are cancelled within the thirty (30) days.

7.11 The Interment Rights Holder shall notify the 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.

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

8.3 The Interment Rights Certificate holder shall provide the following information to a transferee:

- a) The Interment Rights Certificate endorsed by the Interment Rights Holder(s).
- b) A copy of the current Cemetery By-law; and
- c) 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.

8.4 Upon receipt of an Interment Rights Certificate endorsed by the Interment Rights Holder(s), the Cemetery Caretaker shall enter and record the transfer.

8.5 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.

## **9.0 RESALE OF INTERMENT RIGHTS**

9.1 The sale of Interment Rights to a third party is prohibited. Interment Rights may only be sold by the Board.

9.2 A purchaser who wishes to sell Interment Rights must notify the Treasurer in writing of the intention to sell.

9.3 The Municipality will repurchase the Interment Rights at the price listed as per the current fees and charges By-law less the Care and Maintenance Fund contribution made at the time of purchase.

9.4 The Interment Rights Holder(s) requesting the resale of the rights must return the Interment Rights Certificate to the Treasurer. The Interment Rights Holder(s) must endorse the Interment Rights Certificate, transferring all rights, title, and interest back to the Municipality.

9.5 The appropriate paperwork must be completed before the reimbursement is authorized by the Treasurer.

9.6 If any portion of the Interment Rights have been exercised, the Purchaser, or the Interment Rights Holder(s), is not entitled to re-sell the Interment Rights.

## **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 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 must be provided prior to a burial taking place.

10.5 A Certificate of Cremation must be provided prior to the burial of cremated remains taking place.

10.6 Payment must be made before a burial 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 Board, from time to time, subject to the current fees and charges by-law.

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 container remaining intact. The casket must be of size to permit a burial within the size of the lot.

10.10 Interments are permitted in lots measuring four (4) feet by eight (8) 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 will be one (1) 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. Anyone not wishing to purchase a double single lot or grave for cremation burial may purchase a Cremation Interment Rights Lot in the area that is set aside for this purpose. The lot size will be two (2) feet by two (2) feet. Interment Rights will be two (2) cremations per lot with one (1) flat marker installed level with the ground surface.

10.14 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.

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

10.16 All burials 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.

10.17 Interments will not be permitted from November 15<sup>th</sup> through April 15<sup>th</sup>. Exceptions may be allowed by the Board, weather permitting.

10.18 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.

10.19 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**

11.1 Disinterment of human remains, once properly interred, shall not be made without the written consent (authorization) of the Interment Rights Holder and the local Medical Officer of Health, or a court order, has been received by the Board and upon due observance of all requirements of the Act and the regulations thereunder. A certificate from the local medical officer of health is not required for the removal of cremated remains.

11.2 In special circumstances the removal of human remains may also be ordered by certain public officials without consent of the Interment Rights Holder and/or next of kin(s).

11.3 Any person(s) who wishes to make arrangements for a disinterment shall give five (5) days written notice to the Board so that arrangements can be confirmed with the Health Unit.

11.4 The human remains of persons who have died from contagious diseases may be removed only with the consent of the local Medical Officer of Health or other public official having authority.

11.5 When a disinterment is to take place, the Cemetery Caretaker and/or designate is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.

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

## **12.0 CARE OF LOTS**

12.1 The 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 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 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 moved 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 Board.

12.8 The 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 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 memorial of suitable design on the lots, subject to the following regulations:

15.2 There shall be only one (1) monument and one (1) flat marker on each lot or grave.

15.3 Any monument marker must comply with all regulations under new markers.

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.

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.

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

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

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

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

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

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

15.12 Monuments and markers shall be maintained by the Board and the Board reserves the right to adjust, straighten, repair, etc. or remove any monuments, markers etc. as allowed by the *Funeral, Burial and Cremation Services Act, 2002.*

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

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

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

15.16 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.

15.17 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.

15.18 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 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 if 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 30th day of June 2021.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

---

Mayor

---

CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

**BY-LAW No. 2012-26**

**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 provided that a local Municipality may pass a By-law in regards to services and the things that the Municipality is authorized to provide;

**AND WHEREAS** Section 150 of 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;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Magnetawan ("Municipality") enacts as follows:


**1. DEFINITIONS**


In this By-Law:

- 1.1 "Act" means the *Funeral, Burial and Cremation Services Act*, 2002 and all the amendments and Regulations prescribed thereunder;
- 1.2 "At – Need Services" means Interment rights and Cemetery services required at the time of death;
- 1.3 "Care and Maintenance Fund" means the trust fund in which all monies received for care and maintenance of lots and markers have been invested under the Act;
- 1.4 "Cemetery" means land set aside to be used for the interment of human remains;
- 1.5 "Cemetery Services" means cremation services; the opening and closing of graves; the general care of graves; and any other service that is normally provided by the owner of a Cemetery;
- 1.6 "Cremated Remains" means the residue after the cremation of a body and the casket or container in which the body was received;
- 1.7 "Human Remains" means a dead human body and includes a cremated human body;
- 1.8 "Interment" means the burial of human remains or cremated remains in a grave;
- 1.9 "Interment Rights Certificate" means the certificate issued by The Corporation of the Municipality of Magnetawan Cemetery Board to a Purchaser upon payment of the cost of Interment Rights and Cemetery Services;
- 1.10 "Interment Rights" includes the right to require or direct the interment of human remains in a lot;
- 1.11 "Interment Rights Certificate Holder" means the person to whom the Interment Rights Certificate is issued or his or her legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Board;
- 1.12 "Lot" means a single grave space;
- 1.13 "Marker" means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot;
- 1.14 "Monument" means any permanent memorial projecting above the ground installed

- 1.14 "Monument" means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot;
- 1.15 "Municipality" means the Corporation of the Municipality of Magnetawan;
- 1.16 "Owner" means an owner of a Cemetery;
- 1.17 "Plot" means a parcel of land, sold as a single unit, containing multiple lots also known as a grave;
- 1.18 "Prescribed" means prescribed by the regulations made under this Act;
- 1.19 "Registrar" means the registrar appointed under this Act;
- 1.20 "Tribunal" means the Commercial Registration Appeal Tribunal;
- 1.21 "Trust Fund" means a trust fund established for the purpose of this Act;
- 1.22 "Secretary-Treasurer" refers to the Secretary Treasurer(s) of all Municipally administrated Cemeteries within the Municipality of Magnetawan;
- 1.23 "Council" means the Council of the Corporation of the Municipality of Magnetawan;
- 1.24 "Board" refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time;
- 1.25 "Price List" means the price list of services provided by the municipality;
2. There shall be appointed by the Municipality of Magnetawan Council a Cemetery Board consisting of (6) six members. The schedule and term of the appointed members to be for the term of council.
3. 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.
- 4.1 The Secretary-Treasurer of the Cemetery (s) shall collect or cause to be collected all monies payable under this By-Law and administer the funds as required.
- 4.2 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 Secretary-Treasurer(s) from the sale of interment rights shall be as allowed by the Cemeteries Act.
- 4.3 Every person installing a Marker shall pay an amount as prescribed by regulations which will be paid into the Maintenance and Care Fund.
- 5 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 the credit of "The Current Account" and shall be used for the ordinary expense of maintenance and improvement of the Cemetery(s) and markers.
- 6 "Schedule A" Rules and Regulations of the Municipality of Magnetawan Cemetery Board shall form part of this By Law.
- 7 "Schedule B" Tariffs and Charges is attached shall form part of this By-law. These Tariffs and Charges shall apply to all active cemeteries in the Municipality. These Tariffs and charges may be adjusted by resolution of council from time to time.
- 8 This By Law shall be subject to the approval of the Registrar.
- 9 By Law No. 2007-11 and by law no 2009-67 be repealed.

By-law read a first, second and third time and adopted this 14<sup>th</sup> day of November 2012.

  
**Mayor**

  
**Clerk**

## **“Schedule A”**

### **RULES AND REGULATIONS Of The CEMETERIES WITHIN THE MUNICIPALITY OF MAGNETAWAN**

#### **Section I**

##### **RULES OF CEMETERY MANAGEMENT**

- a) All Cemeteries within the Municipality of Magnetawan shall be governed by the Municipality of Magnetawan Cemetery Board as provided in By-Law No. 2012-26.
- b) It shall be the duty of the Board to carry out the rules and regulations and conduct the business of the cemetery(s).
- c) The Board shall designate an employee(s) 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.
- d) It shall be the duty of the employee(s) to supervise all work in connection with the cemetery(s).

#### **Section II**

##### **RULES FOR WORKERS**

- a) All workers entering the cemetery shall be under the jurisdiction of a designated employee and shall observe their instructions and plan their work under his/her approval.
- b) No work shall be started which cannot be completed by Friday at the usual hour for labour to cease. All material shall be left as directed by the designated employee and all debris disposed of according to his/her directions.
- c) All workers must abide by the Rules and Regulations of the Cemetery Board and will be subject to disciplinary action.

#### **Section III**

##### **CONTRACTS AND INTERMENT RIGHTS**

###### **3.1 Contracts**

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

###### **3.2 Cancellation of Contract within 30 Days**

- a) A purchaser has the right to cancel an Interment Rights Contract within (30) days of signing the Interment Rights contract, by providing written notice to the Secretary Treasurer, provided no portion of the Interment Rights has been exercised.
- b) The Secretary-Treasurer will arrange to refund all monies paid by the purchaser within (30) days from the date of request for cancellation.



### 3.3 Cancellation of Contract after 30 Days

- a) ~~If written notice to cancel the interment Rights Contract is received more than thirty (30) days after the signing of the contract, the Secretary- Treasurer will cancel the contract and will arrange to refund to the purchaser for the amount paid for the Interment Rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.~~
- b) The Secretary-Treasurer will arrange to refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- c) If the Interment Rights Certificate has been issued to the Interment Rights Holder(s), the certificate must be returned to the Secretary-Treasurer, along with written notice of the cancellation.
- d) 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.

### 3.4 Interment Rights Certificates

- a) An Interment Rights Certificate will be issued to the Interment Rights holder(s) when payment has been made in full.
- b) The Interment Rights Certificate shall convey the Right of Interment and the right to install a marker. Such rights shall be subject to the provisions of the Act and the Cemetery By-laws as amended from time to time.

### 3.5 Transfer of Interment Rights

- a) Any transfer of Interment Rights shall convey those rights set out in section 3.4(b) of this By-law.
- b) The Interment Rights Certificate holder shall provide the following information to a transferee:
  - a. The Interment Rights Certificate endorsed by the Interment Rights holder(s);
  - b. A copy of the current Cemetery By-law; and
  - c. 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) Upon receipt of an Interment Rights Certificate endorsed by the Interment Rights holder(s), the Secretary-Treasurer shall enter and record the transfer.

### 3.6 Sale of Interment Rights

- a) The sale of Interment Rights to a third party is prohibited.
- b) A purchaser who wishes to sell Interment Rights must notify the Secretary- Treasurer in writing of the intention to sell.
- c) The Municipality will repurchase the Interment Rights at the price listed on the current price list less the Care and Maintenance Fund contribution made at the time of purchase.



- d) The Interment Rights holder(s) requesting the resale of the rights must return the Interment Rights Certificate to the Secretary-Treasurer. The Interment Rights holder(s) must endorse the Interment Rights Certificate, transferring all rights, title and interest back to the Municipality.
- e) The appropriate paperwork must be completed before the reimbursement is authorized by the Secretary-Treasurer.
- f) If any portion of the Interment Rights has been exercised, the Purchaser, or the Interment Rights holder(s), is not entitled to re-sell the Interment Rights.

### 3.7 Care and Maintenance Fund Contributions

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

### 3.8 Interments and Disinterment

#### Rules Applicable to all Interments

- a) Interments in lots shall be as directed by the Interment Rights 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).
- b) Notice of and Interment shall be given to the Secretary-Treasurer at least thirty-six (36) hours in advance except under unusual circumstances.
- c) A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the Province must be provided prior to a burial taking place.
- d) A Certificate of Cremation must be provided prior to the burial of cremated remains taking place.
- e) Payment must be made before a burial can take place.
- f) 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.
- g) Sunday and holiday burials shall be allowed by the Board, from time to time, subject to the tariff and charges established.
- h) Remains to be interred must be enclosed in a container that is sealed securely, dry and of sufficient strength to permit Interment with the container remaining intact.
- i) Interments are permitted in lots measuring four feet by eight feet (4'x8').
- j) 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.
- k) 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.

- l) 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 will be one (1) 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.

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

- m) 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.
- n) All burials 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.
- o) Interments will not be permitted from November 15<sup>th</sup> through April 15<sup>th</sup>. Exceptions may be allowed by the Board or Secretary, weather permitting.

#### **Section IV**

##### **4.1 Care of Lots**

- a) All lots in the cemetery(s) shall be cared for by the board employee(s)

#### **Section V**

##### **5.1 Rules for Visitors**

- a) 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.
- b) All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances.
- c) Vehicular traffic in the cemetery (s) will be done so under the boards supervision only
- d) 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.
- e) The carrying of firearms or discharging of the same within any cemetery grounds, except where used for the firing of a volley at a burial, is prohibited.
- f) 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.
- g) All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any trees, shrubs or plants within the cemetery(s) grounds.
- h) All persons are prohibited from writing upon, defacing or damaging any monument, fence or other structure in or belonging to the cemetery.
- i) No dog or other domesticated animal shall be permitted to run at large in the

## **Cemetery**

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

## **Section VI**

### **RULES FOR MOTOR VEHICLES**

- a) 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.
- b) 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 kilometers (15 km) per hour.
- c) 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.
- d) All work in close proximity to a burial shall cease during all services or at any other time when requested.
- e) All workers shall be suitably attired.
- f) No snowmobiles, motorcycles or all-terrain vehicles are allowed within the cemetery(s) unless approved by the Board.

## **Section VII**

### **Monuments (etc.)**

Interment rights holders may erect memorials of suitable design on the lots, subject to the following regulations:

- a) There shall be only one (1) monument and one (1) flat marker on each lot or grave.
- b) Any monument marker must comply with all regulations under new markers.
- c) All new monuments must be either of granite or bronze (markers must be of marble material) except on application to and by special permission of the Board.
- d) All new monument markers shall be installed in such a manner as to comply with a thrust test of 100 lbs. up to 3'11" in height and a thrust test of 200 lbs. for monuments 3'11" and over.
- e) No contractor will install a monument marker over 4' without first consulting the Municipality of Magnetawan, Cemetery Board.
- f) The Board assumes no responsibility unless a monument is installed on a concrete foundation, approved by the supervisor of the cemetery(s).
- g) Cremation lot markers shall be a maximum size of 16" x 16" and installed level with the ground surface.
- h) No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the cemetery.
- i) All photographs attached to any memorials or placed within the cemetery grounds

shall be the sole responsibility of the owner.

- j) A monument shall not be erected on any lot until all charges have been paid.
- k) Monuments and markers shall be maintained by the Board and the Board reserves the right to adjust, straighten, repair, etc. or remove any monuments, markers etc. as allowed by the Cemeteries Act.
- l) No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- m) No monument, footstone, marker or memorial of any description shall be placed, moved altered or removed without permission from the Cemetery Board.
- n) Minor scraping of the monument base of an upright monument due to grass/ lawn maintenance is considered to be normal wear.
- o) The Cemetery 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.
- p) Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Board shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- q) The Cemetery 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.

## **Section VIII**

### **Care and Planting**

- a) No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- b) No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.
- c) Flowers placed on the grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- d) The Cemetery Board reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

## **Section IX**

### **Contractors and Monument Dealers**

- a) Any contract work to be performed within 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 Cemetery 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

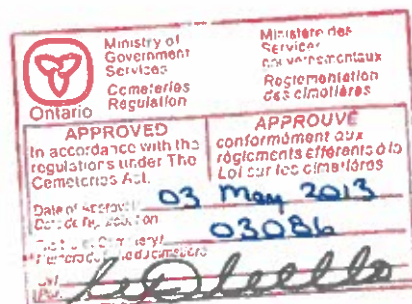
Occupational Health and Safety compliance standards

Environmental protection

WHIMIS

Evidence of liability insurance of not less than 2 million dollars

- b) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- c) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Board.
- d) No work will be performed at the cemetery except during the regular business hours of the cemetery.
- e) Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if 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.
- f) 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.



## “Schedule B”

### Tariff's and Charges

The Following Rates Shall Apply to the

#### Cemeteries

within

#### The Municipality of Magnetawan

LOT PRICES *						
	Lot	Care and Maintenance	Total	Cremation Lot	Care and Maintenance	Total
	<del>\$200.00</del>	<del>\$150.00</del>	\$350.00	<del>\$100.00</del>	<del>\$60.00</del>	\$160.00

\* Plus all applicable taxes

INTERMENTS *	
Vault	\$ 400.00
Adult	\$ 350.00
Children (ten (10) years and under	\$ 300.00
Cremated Remains	\$ 100.00
Marker	\$ 25.00

\* Plus all applicable taxes

MONUMENT CARE AND MAINTENANCE *	
Flat Marker over 172 square inches	\$ 75.00
Upright Monument up to four (4) feet high and four (4) feet wide	\$ 125.00
Upright Monument over four (4) feet high and four (4) feet wide	\$ 225.00
Disinterment	\$ 400.00
Lot Transfer Fee	\$ 10.00

\* Plus all applicable taxes

\* Stake fees included

June 9, 2021

SENT ELECTRONICALLY

Kerstin Vroom  
CAO/Clerk  
Municipality of Magnetawan  
4304 HWY 520 P.O. Box 70  
Magnetawan, ON P0A 1P0

Dear Ms. Vroom:

**RE: Audited Financial Statements, Financial Information Return (FIR), and COVID-19 Update**

The North Bay Parry Sound District Health Unit Audited Financial Statements for the year-ended December 31, 2020, and your 2020 Municipal FIR Schedule 77 are attached for your review. The status of the municipal reserve as of December 31, 2020, can be found on page 13, note 4, of the financial statements.

We would also like to update you on the Health Unit's financial situation related to the COVID-19 pandemic. We are monitoring the extra costs incurred to respond to COVID-19, and we are also monitoring cost savings related to regular work reductions.

When the Health Unit drafted its annual funding request, additional funding to cover both general COVID-19 extraordinary costs (e.g. Call Centre and personal protective equipment [PPE]) and costs related to the COVID-19 immunization initiative throughout the district were included in the request. These requests are currently in the approval process with the Ministry of Health (Ministry); we hope to have a positive response to the requests by early July.

Of note, the Health Unit did receive a letter from the Minister of Health, Christine Elliott dated January 13, 2021, (Appendix A) confirming the Ministry's support for pandemic and regular programming.

If the Health Unit receives the additional funding requested, there will be no risk of increased levy costs for 2021.

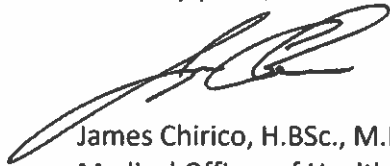
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The Health Unit is not considering staff layoffs at this time as all staff are needed to address the COVID-19 pandemic response, along with prioritized regular program work. Approximately 150 additional staff have been hired on a temporary basis to assist with the COVID-19 immunization initiative.

Confirmation of 2022 funding, including any mitigation funding, is pending. Should the change to the 30/70 municipal/provincial cost-sharing be fully implemented, this would mean an increase to the 2022 municipal levy by 42% or more above the current 2021 levy amounts.

The Health Unit remains committed to protecting the health of our communities, and will keep municipalities apprised of any significant changes to our status.

Sincerely yours,



James Chirico, H.BSc., M.D., F.R.C.P. (C), MPH  
Medical Officer of Health/Executive Officer

/sb

C: Board of Health

Enclosures



North Bay Parry Sound District Health Unit  
Municipal Levy & Population Comparison for 2020/2021

Appendix C  
Approved BOH January 27, 2021

Approved on January 27, 2021

Municipality	2020 Revised Levy			2021 Levy			Difference
	*MPAC Population 2018		Total \$	*MPAC Population 2018		Total \$	
	%	#		%	#		
Armour	1.14	1,126	\$ 40,445	1.14	1,126	\$ 40,445	0
Bonfield	1.85	1,832	\$ 65,804	1.85	1,832	\$ 65,804	0
Burk's Falls	0.72	708	\$ 25,431	0.72	708	\$ 25,431	0
Callander	3.49	3,444	\$ 123,707	3.49	3,444	\$ 123,707	0
Calvin	0.48	477	\$ 17,134	0.48	477	\$ 17,134	0
Carling	1.24	1,220	\$ 43,821	1.24	1,220	\$ 43,821	0
Chisholm	1.18	1,161	\$ 41,702	1.18	1,161	\$ 41,702	0
East Ferris	4.27	4,219	\$ 151,545	4.27	4,219	\$ 151,545	0
Joly	0.23	223	\$ 8,010	0.23	223	\$ 8,010	0
Kearney	0.70	694	\$ 24,928	0.70	694	\$ 24,928	0
Machar	0.77	761	\$ 27,334	0.77	761	\$ 27,334	0
Magnetawan	1.18	1,167	\$ 41,918	1.18	1,167	\$ 41,918	0
Mattawa	1.83	1,808	\$ 64,943	1.83	1,808	\$ 64,943	0
Mattawan	0.14	142	\$ 5,100	0.14	142	\$ 5,100	0
McDougall	2.29	2,266	\$ 81,394	2.29	2,266	\$ 81,394	0
McKellar	1.08	1,066	\$ 38,290	1.08	1,066	\$ 38,290	0
McMurrich/Monteith	0.65	641	\$ 23,025	0.65	641	\$ 23,025	0
Nipissing	1.55	1,527	\$ 54,849	1.55	1,527	\$ 54,849	0
North Bay	44.37	43,828	\$ 1,574,289	44.37	43,828	\$ 1,574,289	0
Papineau-Cameron	0.82	810	\$ 29,095	0.82	810	\$ 29,095	0
Parry Sound	5.02	4,958	\$ 178,090	5.02	4,958	\$ 178,090	0
Perry	1.83	1,805	\$ 64,834	1.83	1,805	\$ 64,834	0
Powassan	3.01	2,975	\$ 106,861	3.01	2,975	\$ 106,861	0
Ryerson	0.56	550	\$ 19,756	0.56	550	\$ 19,756	0
Seguin	3.31	3,272	\$ 117,529	3.31	3,272	\$ 117,529	0
South River	0.90	892	\$ 32,040	0.90	892	\$ 32,040	0
Strong	1.24	1,222	\$ 43,894	1.24	1,222	\$ 43,894	0
Sundridge	0.82	808	\$ 29,023	0.82	808	\$ 29,023	0
The Archipelago	0.72	711	\$ 25,539	0.72	711	\$ 25,539	0
West Nipissing	11.78	11,635	\$ 417,926	11.78	11,635	\$ 417,926	0
Whitestone	0.83	821	\$ 29,491	0.83	821	\$ 29,491	0
Totals	100.00	98,769	\$ 3,547,747	100.00	98,769	\$ 3,547,747	0
Municipal Share of Budget			\$3,547,747				\$3,547,747
Per Capita			\$35.92				\$35.92

\* Municipal Property Assessment Corporation

Municipal Reserve Balance at November 30, 2020: \$1,658,010

LIST TOTAL  
LEVY:

\$3,547,747  
x 42%

\$1,490,053

\$5,037,800

x 1.18% =

= 59,446 2022

41,918 2021

\$17,528

increase in  
2022

ESTIMATE

agree JA

**Ministry of Health**

Office of the Deputy Premier  
and Minister of Health

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1N3  
Telephone: 416 327-4300  
Facsimile: 416 326-1571  
www.ontario.ca/health

**Ministère de la Santé**

Bureau du vice-premier ministre  
et du ministre de la Santé

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1N3  
Téléphone: 416 327-4300  
Télécopieur: 416 326-1571  
www.ontario.ca/sante



January 13, 2021

**MEMORANDUM**

**TO:** Chairpersons, Boards of Health  
Medical Officers of Health, Public Health Units  
Chief Executive Officers, Public Health Units

**RE: 2021 COVID-19 Extraordinary Costs**

Ontario's public health system has demonstrated remarkable responsiveness to COVID-19, as the outbreak has evolved locally and globally. The government acknowledges the extraordinary and continuing efforts of the public health sector, including public health units, to monitor, detect, and contain COVID-19 in the province.

For the 2021 funding year, public health units are expected to take all necessary measures to continue to respond to COVID-19 in their catchment areas, support the Ministry of Health in the provincial roll-out of the COVID-19 Vaccine Program, and continue to maintain critical public health programs and services as identified in Board of Health approved pandemic plans.

As the COVID-19 response continues, we do anticipate that many public health units will continue to incur additional expenses to support these efforts. In recognition of these unique circumstances, we want to assure you that there will be a process for public health units to request reimbursement of COVID-19 extraordinary costs incurred in 2021. Similar to previous processes, we ask that these costs be those over and above what can be managed from within the budget of the Board of Health, and that you continue to track these costs separately.

Thank you for the important service that your public health unit provides to Ontarians, and your ongoing dedication and commitment to addressing the public health needs of Ontarians.

Sincerely,

Christine Elliott  
Deputy Premier and Minister of Health

c: Dr. David Williams, Chief Medical Officer of Health  
Associate Medical Officers of Health, Public Health Units  
Business Administrators, Public Health Units

June 24, 2021

The Honourable Christine Elliott  
Minister of Health  
Ministry of Health  
777 Bay Street  
College Park 5<sup>th</sup> Floor  
Toronto, ON M7A 2J3

Dear Minister Elliott:

**RE: Public Health Funding for 2022**

At the recent meeting of the Board of Health for the North Bay Parry Sound District Health Unit (Health Unit), public health funding for 2022 was discussed. In follow up to direction provided by the Board of Health, this correspondence is being forwarded to bring attention to some urgent issues related to 2022 public health funding. The Board of Health resolution from the June 23 meeting is attached. (Appendix A).

The background behind this discussion began in April 2019 with the introduction of the provincial Public Health Modernization initiative, along with a change to the funding formula to 30% municipal / 70% provincial cost-sharing for almost all public health programming. At that time, it was communicated that there was to be a phased in approach to the funding formula while the Modernization process took place.

With the need for the Public Health Modernization process to be put on hold to address and respond to the COVID-19 pandemic, the Province announced in August 2020 that mitigation funding would be provided for 2020 and 2021 to help relieve over-burdened municipalities. Without continuation of this mitigation funding, the Health Unit's 31 member municipalities will suffer an increase in their 2022 municipal levies of 50.5%.

The Board of Health has been informed by our municipalities, many of whom have a small population base, that levy increases are not manageable, particularly at this significant of an increase.

The cost-sharing formula is only one piece of the public health funding issue for 2022. Health units have had only one base funding increase in the past five years; however, wage and benefit

increases and general increases to operating costs due to inflation continue.

The COVID-19 pandemic has taught us that a robust, prepared public health system is more important than ever. Without a base funding increase, public health's capacity will be diminished, with even harder choices having to be made regarding where we can assist in building healthier and sustainable communities. A base funding increase for 2022 is necessary in order to maintain public health at status quo.

Additionally, there are new pressures on public health as a result of the COVID-19 pandemic that will require funding if public health is to participate fully in the health recovery of the citizens of Ontario.

Some examples of health recovery that will be required post-pandemic include, but are not limited to the following:

1. **Mental wellness:** Families and youth have undergone a considerable level of stress in the past two years. Public health needs to be at the table to assist with bringing together health, education and other partners to reach a consolidated plan forward to improve family resiliency and outlook.
2. **Harm Reduction – Youth and Opioid:** There are many community drug strategies. Public health can provide more capacity to these important and much needed community strategies by assisting partners with leadership, evaluation support, population health data, research, and best practice to ensure that initiatives have the best possible outcomes.
3. **Backlogged Services:** Backlogs within the Health Unit's critical clinics and community programming has occurred due staff redeployment to COVID-19 immunization clinics, call centres, and case and contact management. Staff deployment to the COVID-19 pandemic response has meant:
  - i. Increased wait lists for oral health services, especially preventative care and school-based programs
  - ii. Sexual health clinic clients are presenting with more complex issues due to COVID-19 lockdowns/stay-at-home orders, fear of attending clinic appointments during the pandemic, and extended wait times for appointments
  - iii. School-based vaccine programs have not operated since the fall of 2019, leaving many age cohorts under vaccinated
  - iv. Smoking cessation clinics have longer than usual wait lists because clinics were suspended during lockdowns, and because staff were deployed to address prioritized COVID-19 activities

Of other consideration are the ongoing costs directly related to COVID-19. We know that COVID-19 will be managed by public health moving forward, but how that will look is still being formulated

and negotiated at the provincial level. However, some things we know will continue into 2022 are as follows:

- Case and contact management and outbreak management for COVID-19;
- Infection prevention and control (IPAC) guidance and support in long-term care homes, retirement homes, and other congregate settings;
- Provision of accurate information for the public, businesses, and municipalities as rules, regulations, and guidelines change to address situations until such time that things normalize;
- There will be added costs for doing regular business, such as:
  - Personal protective equipment (PPE)
  - Additional cleaning and disinfecting between clients, impacting the number of clients that can be seen per day, and increase use of cleaning supplies;
- It is a requirement that there be 24-hour per day / 7 days per week medical officer of health coverage; the pandemic has made it abundantly clear that an Associate Medical Officer of Health is necessary to sustain this required coverage, particularly during a long crisis period, such as the COVID-19 pandemic, or for any other major public health emergency; and
- There will likely be outstanding COVID-19-related court/enforcement issues continuing into 2022.

Both 2020 and 2021 have been extremely difficult on staff. The burden of continued wait lists can be an added stressor on staff diligently working to get through these wait lists to address the needs of our vulnerable populations who are often in crisis situations. Recruitment of qualified professionals, whether staff or management, has been affected by the Public Health Modernization, and this continues to be a challenge.

Over the next few years, we believe we will continue to see retention and recruitment challenges along with burnout and stress effects throughout the Health Unit. People cannot work at current pressure levels on a continual basis without ramifications. A **healthy workplace** will require additional personnel in order to get caught up on work that has been paused.

Without additional support from the province, program prioritization will need to take place. In these times, deciding which programs/services not to return to will be difficult as the need for public health assistance is all around us.

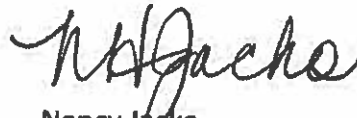
As a final point, we would like to emphasize the urgency of establishing funding expectations for 2022. This is not a good time for public health to reduce its participation in recovery plans due to lack of capacity. We need to plan now for 2022, and while we understand and appreciate the burden on the Province and the Ministry of Health in responding to the COVID-19 pandemic, we are respectfully requesting assistance by setting public health funding expectations as soon as possible.

We look forward to discussing with you the ways Public Health Units can work with the Province to bring better health and well-being to all of the citizens of Ontario.

Sincerely yours,



James Chirico, H.BSc., M.D., F.R.C.P. (C), MPH  
Medical Officer of Health/Executive Officer



Nancy Jacko  
Chairperson, Board of Health

/sb

Enclosure (1)

Copy to: Premier Doug Ford

Hon. Helen Angus, Deputy Minister of Health  
Chief Medical Officer of Health  
Elizabeth Walker, Director, Public Health Accountability and Liaison Branch  
Collen Kiel, Director, Public Health Strategy and Planning Branch  
Vic Fedeli, MPP, Nipissing  
Norm Miller, MPP, Parry Sound-Muskoka  
John Vanthof, MPP, Timiskaming-Cochrane  
Ontario Boards of Health  
Member Municipalities (31)  
Association of Municipalities Ontario (AMO)  
Hon. Steve Clark, Minister of Municipal Affairs and Housing



**NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT  
 BOARD OF HEALTH**

**RESOLUTION**

**DATE:** June 23, 2021

**MOVED BY:** Jamie McGarvey

**RESOLUTION:** #BOH/2021/06/04

**SECONDED BY:** Gary Guenther

**Whereas**, the Government of Ontario in its budget of April 11, 2019, initiated a Public Health Modernization process which included a change in municipal cost-sharing from 25% of mandatory public health programs covered by municipalities to 30% of almost all public health programs based on 2018 third quarter spending levels; and

**Whereas**, on August 21, 2020, the Ministry of Health (Ministry) announced that provincial mitigation funding would be provided to offset the increase to municipal cost-sharing for 2020 and 2021; and

**Whereas**, the COVID-19 pandemic, which started in early 2020, has further affected municipalities' ability to pay levy increases, it has stalled modernization processes, increased the cost-of-living, and affected the health and well-being of the public, and more specifically, public health clients and staff.

**Therefore Be It Resolved**, that the Board of Health for the North Bay Parry Sound District Health Unit supports returning to the 2018 cost-sharing formulas at 25%/75%, with 100% provincially funded programs; and

**Furthermore Be It Resolved**, that the Board of Health supports mitigation funding continue for 2022 to eliminate the additional financial burden of a 42-50% levy increase to the Health Unit's 31 member municipalities if it is not possible to return to the 2018 cost-sharing formula with 100% provincially funded programs; and

**Furthermore Be It Resolved**, that the Board of Health requests the 2022 public health funding include increases to reflect, cost-of-living increases, public health program changes related to ongoing COVID-19 response, and funding to assist with program and community recovery efforts; and

**Furthermore Be It Resolved**, that the Board of Health requests a base funding increase to fund an Associate Medical Officer of Health to support the Medical Officer of Health with the continual demands of 24/7 on call coverage that have been highlighted throughout the COVID-19 pandemic; and

**Furthermore Be It Resolved**, that the Board of Health instructs the Medical Officer of Health and Senior Management to write a letter to the Minister of Health detailing the financial and organizational pressures on public health, including outlining the urgency for establishing the funding levels for 2022 to assist public health and community budget planning.

**CARRIED:** ☒

**AMENDED:** ☐

**DEFEATED:** ☐

**CHAIRPERSON:**

*McGarvey*

Page 1 of 2



**CONFLICT OF INTEREST DECLARED AND SEAT(S) VACATED:**

1.	4.
2.	5.
3.	6.

**RECORDED VOTE FOR CIRCULATION: Yes / No (Please circle one)**

Name:	For:	Against:	Abstain:	Name:	For:	Against:	Abstain:
Dean Backer	✓			Jamie McGarvey	✓		
Dave Butti	✓			Scott Robertson	✓		
Blair Flowers	✓			Dan Roveda	✓		
Gary Guenther	✓			Marianne Stickland	✓		
Nancy Jacko	✓			Tanya Vrebosch	absent		
Stuart Kidd	✓						



# **ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT (ACED)**

## **MINUTES May 17, 2021**

A regular meeting of the ACED Board was held at the Township of Armour Office and virtually on May 17, 2021 at 6:00 pm.

**Present:** Tim Bryson, Township of Joly, Chair  
Wendy Whitwell, Township of Armour  
Anthony Rizzo, AHCC Representative  
Barb Belrose, Village of Sundridge  
Margaret Ann MacPhail, Township of Perry  
Melanie Alkins, MENDM  
Ron Begin, FedNor  
Kelly Elik, Township of Strong  
Delynn Patterson, Township of Ryerson  
John Wilson, Village of Burk's Falls  
Peter McIsaac, Municipality of Powassan  
Brenda Scott, Village of South River  
Tim Brunton, Municipality of Magnetawan

**Regrets:** Jennifer Farquhar, AHCC Representative

**Staff:** Dave Gray, Director of Economic Development  
Ciara Stead, Communication & Marketing Officer  
Jeannette Smith, EDC Administrative Assistant  
John Theriault, Township of Armour

### **Call to Order**

The meeting was called to order at 6:00 pm.

### **Minutes**

The minutes of the meeting of Monday, April 19, 2021 meeting were adopted, as circulated.

### **Director of Economic Development (DED) Report**

The ACED Board reviewed the May report from the Director of Economic Development.

The Director covered the following items from the report;

1. An update on core activity tracking, which lists what the department has done over the past month. These included ACED website updates, social media activities, communications and business assistance.
2. The report updated different projects, including the BR&E by industry project, Digital Main Street, business support events, partnerships with other organizations, community development, the healthy community initiative, regional broadband development, the regional brand strategy development project, the agricultural strategy implementation, the Great Taste of Ontario Road Trip project and the participation of ACED in Almaguin's health initiatives.
3. A detailed update was given on the Staycation Almaguin project and the support it is receiving, whether financial or in kind. Staff reported on the results to date including participation during and after events. The Board was advised that any ideas for this program would be considered. Questions were asked and answered.
4. ACED will be participating in the transportation development program needs assessment survey project. The survey will be live in May and all partners were asked to circulate the survey and help getting as many responses as possible. The Board passed a resolution of support.
5. Since ACED will be receiving a second year of funding for the intern position, the intern has been registered for the year two of the EDAC program, which is required by the program.
6. The Board was advised that OMAFRA has approved a \$138,250 grant for the Almaguin Brand Implementation Project. Staff has forwarded the approval to FedNor for their consideration as they review the current Northern Ontario Development Program application which, if approved, will also support the project.

### **Updates**

#### **FEDNOR**

FedNor is waiting for details from the last federal budget, but at this time, the budget included monies for businesses during COVID-19, black apprenticeships, community infrastructure development, tourism, regional economic growth through innovation and airports. FedNor is also becoming a stand-alone agency. This will increase the cost of administration, but will hopefully help find efficiencies and shorten the time it takes to approve grant applications.

#### **NOHFC**

NOHFC is partnering with FedNor on airport funding and development. Their community enhancement program will help with infrastructure regeneration.

#### **Other Business**

The Board was advised that Lakeland Holding is applying for a grant which would help in the installation of charging stations throughout Muskoka and Parry Sound. The program pays for 50% of the cost of the purchase and installation of the charging stations.

Lakeland Holding is looking for help from municipalities to find locations to install the charging stations.

### **Resolutions**

1. 2021-016 – Moved by Anthony Rizzo; Seconded by Barb Belrose;  
Be it resolved that the Almaguin Community Economic Development Board approve the minutes of April 19, 2021, as circulated. Carried
2. 2021-0017 – Moved by Delynne Patterson; Seconded by John Wilson;  
Be it resolved that the Almaguin Community Economic Development Board recommends that all Almaguin municipalities and other interested organizations support the delivery and promotion of the Parry Sound District Transportation Survey. Furthermore, the Board recommends that municipalities connect with ACED staff to support the delivery and collection of the surveys. Carried

### **Adjournment**

3. 2020-18 – Moved by Kelly Elik;  
Be it resolved that the Almaguin Community Economic Development Board adjourn the May 17, 2021 ACED meeting at 7:06 p.m. Carried

The next meeting will be June 21, 2021 at 6:00 p.m. If this changes, members will be advised.

# **ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT (ACED)**

## **MINUTES June 21, 2021**

A regular meeting of the ACED Board was held at the Township of Armour Office and virtually on June 21, 2021 at 6:00 pm.

**Present:** Tim Bryson, Township of Joly, Chair  
Wendy Whitwell, Township of Armour  
Jennifer Farquhar, AHCC Representative  
Barb Belrose, Village of Sundridge  
Margaret Ann MacPhail, Township of Perry  
Ron Begin, FedNor  
Kelly Elik, Township of Strong  
Delynn Patterson, Township of Ryerson  
John Wilson, Village of Burk's Falls  
Peter McIsaac, Municipality of Powassan  
Tim Brunton, Municipality of Magnetawan

**Regrets:** Melanie Alkins, MENDM  
Brenda Scott, Village of South River

**Staff:** Dave Gray, Director of Economic Development  
Ciara Ryan, Communication & Marketing Officer  
John Theriault, Township of Armour

### **Call to Order**

The meeting was called to order at 6:00 pm.

### **Minutes**

The minutes of the meeting of Monday, May 17, 2021 meeting were adopted as circulated.

### **Director of Economic Development (DED) Report**

The ACED Board reviewed the June report from the Director of Economic Development.

The Director covered the following items from the report;

1. An update on core activity tracking, which lists what the department has done over the past month. These included ACED website updates, social media activities, communications and business assistance.

2. The report updated different projects, including the Welcome Wagon Program, the Visitors Guide, Staycation, Community Development, Regional Broadband Development, Transportation Development, Regional Brand Strategy Implementation, Agricultural Strategy Implementation, the great taste of Ontario Road trip, Health Initiatives and Youth Migration.
3. The Board was advised that NECO has approved a \$10,000 contribution to the Staycation Program.
4. The Board was given an update on the development of the Armour Highway 520 and Highway 11 Industrial Parks. Three developers are looking to develop these parks and the Township and the Village are looking at extending hydro, broadband and gas services to the parks.
5. The Board received a resolution from the Municipality of Magnetawan advising that they are giving one year's notice to withdraw from ACED. The Municipality of Magnetawan also sent a legal opinion on their right to withdraw. The Board discussed the withdrawal and whether or not ACED should get a legal opinion on the withdrawal.

### **Correspondence**

The Board received and discussed a copy of a letter to be sent to Norm Miller, MPP, by Dave Gray, Director of Economic Development concerning the reintroduction of passenger rail services to Northern Ontario. The letter is requesting that Almaguin remains a consideration for future planned stops if passenger rail service is reintroduced. The Board advised the Director to send the letter.

The Board received and reviewed the Eat Local Almaguin Digital Newsletter.

### **Updates**

#### **FEDNOR**

The assistance program from FedNor is still in effect to help businesses who are struggling through the pandemic. There should be an announcement within the next few days for funding from the Federal Government to help restart the economy. The Almaguin Brand Strategy is in a good place, the implementation should go forward.

### **Other Business**

The grant approval for the Brand Strategy should be coming soon.

## **Resolutions**

1. 2021-019 – Moved by Barb Belrose; Seconded by Delynne Patterson;  
Be it resolved that the Almaguin Community Economic Development Board approve the minutes of May 17, 2021, as circulated. Carried

## **Adjournment**

2. 2020-20 – Moved by Barb Belrose;  
Be it resolved that the Almaguin Community Economic Development Board adjourn the June 21, 2021 ACED meeting at 7:10 p.m. Carried

The next meeting will be August 16, 2021 at 6:00 p.m. If this changes, members will be advised.

## Town of Parry Sound EMS Advisory Committee

### Open Minutes

#### **Date:**

June 16, 2021

#### **Time:**

06:30pm

#### **Location:**

(on-line) ZOOM Meeting and on-line streaming

#### **Members Present:**

Jamie McGarvey - Chairperson, Rod Osborne, Cathy Still, Scott Sheard, Lewis Malott, Irene Smit, Lyle Hall

#### **Present:**

Dave Thompson, Director of Emergency and Protective Services

#### **Recording:**

#### **Guest:**

Frank May, Manager EMS

#### **Regrets:**

#### **1. Agenda**

##### **1.1 Additions to Agenda**

##### **1.2 Prioritization of Agenda**



## Town of Parry Sound EMS Advisory Committee

### Open Minutes

#### **1.3 Adoption of Agenda**

**Moved by Cathy Still**

**Seconded by Irene Smit**

That the June 16, 2021 Parry Sound District Emergency Medical Services Committee meeting agenda be approved.

Carried

#### **1.4 Disclosure of Pecuniary Interest and the General Nature Thereof**

### **2. Minutes and Matters Arising from Minutes**

#### **2.1 Adoption of Minutes**

**Moved by Rod Osborne**

**Seconded by Scott Sheard**

That the Minutes of the November 18, 2021 meeting of the Parry Sound District Emergency Medical Services Committee be approved as circulated.

Carried

### **3. Correspondence**

3.1 Letter from McKellar Township dated December 9, 2020

re: their Resolution 20-477 Supplemental EMS Levy

3.2 Letter from McKellar Township dated May 18, 2021

re: their Resolution 21-194 Operational Review of EMS for efficiencies and communication enhancement

Direction..... Dave Thompson to provide a response to McKellar including a reminder that the Committee is an Advisory Committee only and that collective municipalities need to work together to provide agreeable representation.

#### **4. Deputations**

#### **5. Emergency Services Director's Report**

Presentation by Frank May, Manager EMS on current initiatives.

Dave Thompson summarized the remainder of the Director's Report with the Committee having no questions.

**Moved by Cathy Still**

**Seconded by Lyle Hall**

That the Emergency Services Director's Report dated June 16, 2021 be accepted as submitted.

Carried

#### **6. Reports**

6.1 EMS Statistical Report - April 2021

6.2 EMS Night Call Statistics - April 2021

6.3 EMS Vehicle Inventory - April 2021

Dave Thompson provided a descriptive overview of the various reports attached.

#### **Resolution**

EMS Committee members have received reports 6.1, 6.2, 6.3 as listed above.

**Moved by Irene Smit**

**Second by Scott Sheard**

Carried

#### **7. Ratification of Matters from Closed Agenda**

## **8. Other Business**

### **8.1 DT R&R EMS Advisory Committee Meeting Schedule-AD2021**

#### **Resolution**

**Moved by Lewis Malott**

**Seconded by Rod Osborne**

That the EMS Advisory Committee supports the EMS Advisory Committee Meeting Schedule as recommendation in report R&R EMS Advisory Committee Meeting Schedule-AD2021

Carried

### **8.2 DT R&R 2020 EMS Financial Position-AD2021**

#### **Resolution**

**Moved by Irene Smit**

**Seconded by Scott Sheard**

That the EMS Advisory Committee acknowledges report R&R 2020 EMS Financial Position-AD2021 for information purposes.

Carried

### **8.3 DT R&R 12-hour shifts-AD2021**

#### **Resolution**

**Moved by Cathy Still**

**Seconded by Irene Smit**

That the EMS Advisory Committee acknowledges report R&R 12-hour shifts-AD2021 for information purposes.

Carried

Town of Parry Sound EMS Advisory Committee

Open Minutes

**9. Dispatch Update**

**10. Business Plans**

**11. Adjournment @ 2020 hours**

**Moved by Rod Osborne**

**Seconded by Scott Sheard**

Carried

**Next meeting to be determined.**



**Magnetawan Community Development Committee (MCDC)**  
**Meeting Minutes**  
**June 16, 2021**

The meeting of the Magnetawan Community Development Committee was held by video conference via GoToMeeting on Wednesday May 05, 2021 10:00 am with the following present:

Chair Merik Szabunio

Vice Chair Marilyn Raaflaub

Diane Szabunio

Laura Brandt (Secretary)

Regrets:

Councillor John Hetherington

Cathy Loree Bulych

**Opening Business**

**1.1 Call to Order**

Meeting was called to order at 10:05 am.

**1.2 Adoption of the Agenda**

*RESOLUTION 2021-15 Raaflaub-D. Szabunio*

*BE IT RESOLVED THAT the Magnetawan Community Development Committee adopts the agenda as presented and circulated.*

*Carried.*

**1.3 Disclosure of Pecuniary Interest**

The Chair stated that should anyone have a disclosure of pecuniary interest that they could declare the nature thereof now or any time during the meeting.

**1.4 Adoption of Previous Minutes**

*RESOLUTION 2021-16 Raaflaub - D. Szabunio*

*BE IT RESOLVED THAT the Magnetawan Community Development Committee adopts the minutes from the meeting of May 05, 2021.*

*Carried.*

**Items Brought Forward**

**2.1 Verbal Update Digital Photo Frame Heritage Center**

The Secretary advised the Committee that another box of photos has been located in the Heritage Museum and the Chair has picked them up from the Municipal Office to digitize.

## **2.2 Verbal Update Current Recreational Programming under COVID-19 Protocols**

The Secretary advised the Committee that currently under the Phase One of the Re-opening Framework that the Nordic Pole Walking Group has resumed their weekly programming. Exercise classes are still being provided via Zoom. Exercise classes have been well attended and Cindy is looking at hopefully resuming outdoor classes in July.

## **2.3 Update Cabinets Community Centre and Heritage Museum**

The Secretary advised that the new display case for exhibits and artifacts has been installed at the Museum. The students will be rearranging displays before the Museum opens.

## **New Items for Discussion**

### **3.1 Canada Day**

*RESOLUTION 2021-17 D. Szabunio -Raaflaub*

*THEREFORE BE IT RESOLVED THAT the Magnetawan Community Development Committee regretfully cancels the regular annual scheduled events in celebration of Canada Day due to the COVID-19 pandemic restrictions but will plan a Virtual Canada Day Celebration.  
Carried.*

### **3.2 Magnetawan Soap Box Derby**

*RESOLUTION 2021-18 Raaflaub-D. Szabunio*

*THEREFORE BE IT RESOLVED THAT the Magnetawan Community Development Committee regretfully cancels the regular annual scheduled Soap Box Derby due to the COVID-19 pandemic.  
Carried.*

### **3.3 Newly Proposed Ideas for Recreation List of 10 Things**

The Committee discussed that currently due to the COVID-19 restrictions that this item be deferred until such time that restrictions allow for the planning of larger events and recreation programming.

## **Items for Information Only**

### **4.1 Locks Opening Poster**

The Secretary advised the Committee that the locks poster will be posted on all Municipal media accounts.

### **5.1 Adjournment**

*RESOLUTION 2020-19 D. Szabunio- Raaflaub*

*BE IT RESOLVED THAT the Magnetawan Community Development Committee adjourns this meeting at 10:50 am to meet again on Wednesday July 28, 2021 at 10:00 am or at the call of the Chair.  
Carried.*

**Approved by:**

---

Chair

---

Secretary



Shannon Stubbs, MP  
Lakeland

May 28, 2021

Mayor and Council/Reeve and Council,

On February 16, 2021 Bill C-21, a bill that makes changes to the Criminal Code and the Firearms Act, and targets law abiding firearms owners, was introduced and is being debated in the House of Commons. Conservatives constitutently call for cracking down on illegal gun smuggling, trading, gang and crime gun use, but Bill C-21 misses the mark if the aim really is to improve and protect the personal and public safety of Canadians. Bill C-21 focuses on the wrong people and groups, while also creating uncertainty and adding undo pressure on other levels of government.

Bill C-21 includes provision to allow municipalities to create handgun bylaws, which would place conditions on federal firearms licenses relating to handgun use, storage, or transportation within municipalities that have passed such bylaws.

Residents in cities and other places, with ever increasing gang shootings and violence rightfully expect their government ought to be taking action to keep them safe, but a regulation that gives municipalities the ability to pass bylaws does not do that. The municipal provision in Bill C-21 would be a bylaw on licenses, so this measure literally, specifically, and only targets Canadians who have licenses. This does nothing to stop dangerous criminals who certainly would never comply with a municipal bylaw when they do not obtain their guns legally, do not get licenses and who frankly do not care about criminal laws. What this purposed municipal bylaw section would do is lead to yet another layer of confusing, overlapping regulations and a patchwork of rules for already law-abiding Canadians within and between communities, while violations could result in two years imprisonment or permanent license revocations.

I have been hearing from municipalities concerned with being tasked by the Federal government to create these types of bylaws. They are sharing fears about economic and housing impacts by the perception that one community has higher safety standards than others, or that law-abiding firearms citizens will literally be unaware they are in violation just by crossing a municipal boundary that has different bylaws.



Some municipalities are saying that they do not have the expertise to create these bylaws and certainly would not have the resources to enforce such regulations. They are also concerned these bylaws potentially violate their own provinces' jurisdiction. Some provinces in opposition to the federal legislation have already passed or are proposing laws that would prohibit this type of power to shift to individual municipalities. Saskatchewan has already passed such a provincial law, and Alberta's bill received royal assent on April 29, 2021.

Due to these concerns, some municipalities have already opposed Bill C-21 and have taken the steps to pass resolutions in opposition to this potential new power that they neither requested, nor have the resources to impose and enforce.

I have attached a copy of the resolution passed by the council in Kingsville, Ontario. I encourage you to seek feedback from your rate payers, and to discuss this issue in council. You may decide to pass a similar resolution on behalf of your community. Please feel free to advise my office if you do so, and to reach out if you require any additional information on Bill C-21.

Sincerely,

Thank you



Shannon Stubbs, MP  
Lakeland



2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

Sub-Item 3

**SENT VIA EMAIL**

March 25, 2021

The Right Honourable Justin Trudeau, MP  
Prime Minister of Canada  
Langevin Block  
Ottawa, Ontario K1A 0A2

Prime Minister:

**RE: Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)**

At its Regular Meeting held on March 8, 2021 Council of the Town of Kingsville passed the following Resolution:

**"205-2021**

**Moved By** Councillor Thomas Neufeld, **Seconded By** Councillor Larry Patterson

A Resolution concerning Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), specifically Amendment 26, Section (58.01 (1-8), Conditions-bylaw.

WHEREAS municipalities have never been responsible for gun control laws in Canada;

AND WHEREAS law abiding Kingsville residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications;

AND WHEREAS illegal gun owners and smugglers do not respect postal codes;

AND WHEREAS if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws;

AND WHEREAS a municipal ban would be difficult to enforce and easy to get around.

NOW THEREFORE BE IT RESOLVED that The Corporation of the Town of Kingsville is OPPOSED to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to the following public officials: MP Chris Lewis-Essex, MPP Taras Natyshak-Essex, Premier of Ontario The Honourable Doug Ford, Leader of the Official Opposition Andrea Horwath, Prime Minister of Canada The Honourable Justin Trudeau, and Leader of Official Opposition The Honourable Erin O'Toole."

If you require any further information, please contact the undersigned.

Yours very truly,



Sandra Kitchen  
Deputy Clerk-Council Services  
Legislative Services Department  
skitchen@kingsville.ca

cc: Hon. Doug Ford, Premier  
cc: Hon. Andrea Horwath, Official Leader of the Opposition  
cc: Hon. Erin O'Toole, Official Leader of the Opposition  
cc: MP Chris Lewis- Essex  
cc: MPP Taras Natyshak-Essex  
cc: Hon. Bill Blair, Minister of Public Safety and Emergency Preparedness  
cc: MP Shannon Stubbs  
cc: Mayor Aldo DiCarlo, Town of Amherstburg  
cc: Mayor Larry Snively, Town of Essex  
cc: Mayor Tom Bain, Town of Lakeshore  
cc: Mayor Marc Bondy, Town of LaSalle  
cc: Mayor Hilda MacDonald, Municipality of Leamington  
cc: Mayor Gary McNamara, Town of Tecumseh  
cc: all Municipalities in Ontario

[premier@ontario.ca](mailto:premier@ontario.ca)  
[horwatha-qp@ndp.on.ca](mailto:horwatha-qp@ndp.on.ca)  
[erin.otoole@parl.gc.ca](mailto:erin.otoole@parl.gc.ca)

## Community Services

### Legislative Services

June 1, 2021  
File #120203

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON K1A 0A6  
[Justin.trudeau@parl.gc.ca](mailto:Justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Honourable and Dear Sirs:

**Re: Capital Gains Tax on Primary Residence**

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

**Whereas** primary residences are currently exempt from a capital gains tax, and

**Whereas** currently secondary and additional non-primary properties are subject to capital gains, and

**Whereas** the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

**Whereas** smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

**Whereas** many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

**Whereas** a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

**Whereas** the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

The Corporation of the Town of Fort Erie  
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: [www.forterie.ca](http://www.forterie.ca)

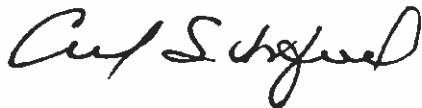
**Now therefore be it resolved,**

**That:** The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

**That:** A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.  
Manager, Legislative Services/Clerk

[cschofield@forterie.ca](mailto:cschofield@forterie.ca)

CS:dlk

c.c. All Members of Parliament  
All Members of Provincial Parliament  
The Regional Municipality of Niagara  
Ontario Municipalities

June 1, 2021

The Honourable Doug Ford, Premier of Ontario  
Via Email

Dear Premier Ford;

**Re: Elimination of LPAT**

Please be advised that Council for the Town of Halton Hills at its meeting of Tuesday, May 25, 2021, adopted the following Resolution:

**Resolution No. 2021-0115**

WHEREAS The Government of Ontario, on June 6, 2019, passed the *More Homes, More Choice Act*, 2019, (Bill108);

AND WHEREAS the changes to the Local Planning Appeal Tribunal (LPAT), contained in Bill 108 gives LPAT the authority to make final planning decisions based on a subjective "best planning outcome" approach rather than compliance with municipal and provincially approved official plans and consistency with provincial plans and policy;

AND WHEREAS Bill 108 restricts third party appeals of plans of subdivision only to the applicant, municipality, Minister, public body or prescribed list of persons;

AND WHEREAS Bill 108 takes local planning decision-making out of the hands of democratically elected municipal councils and puts it into the hands of a non-elected, unaccountable tribunal;

AND WHEREAS the LPAT adds cost and delays delivery of affordable housing by expensive, time consuming hearings, contrary to the intent of the *More Homes, More Choice Act*, 2019;

AND WHEREAS Regional and City/Town Councils have spent millions defending provincially approved plans at the OMB/LPAT;

AND WHEREAS Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans;

NOW THEREFORE BE IT RESOLVED THAT in the short term, the Minister of Municipal Affairs and Housing immediately restore the amendments to the Planning Act that mandated the evaluation of appeals on a consistency and conformity with Provincial policies and plans basis;

AND FURTHER THAT in the long term the Government of Ontario eliminate the LPAT entirely, as an antiquated body that slows delivery and adds costs to housing supply via expensive and drawn out tribunal hearings;

**1 Halton Hills Drive, Halton Hills, Ontario L7G 5G2**

Tel: 905-873-2600

Toll Free: 1-877-712-2205  
haltonhills.ca

Fax: 905-873-2347

AND FURTHER THAT this resolution be forwarded to the Premier, the Minister of Municipal Affairs and Housing, Halton's Members of Provincial Parliament, Leaders of the New Democratic, Liberal and Green parties, the Association of Municipalities of Ontario, the Small Urban Mayors' Caucus of Ontario, Mayors and Regional Chairs of Ontario and Halton's local municipalities.

**CARRIED**

Attached for your information is a copy of Resolution No. 2021-0115.

If you have any questions, please contact Valerie Petryniak, Town Clerk for the Town of Halton Hills at 905-873-2600 ext. 2331 or [valeriep@haltonhills.ca](mailto:valeriep@haltonhills.ca).

Yours truly,



Melissa Lawr  
Deputy Clerk – Legislation

- c. The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
Halton's Members of Provincial Parliament  
Leaders of the New Democratic, Liberal and Green parties  
Association of Municipalities of Ontario (AMO)  
Small Urban Mayor's Caucus of Ontario  
Mayors and Regional Chairs of Ontario  
Halton Region  
Town of Milton  
Town of Oakville  
City of Burlington

---

**1 Halton Hills Drive, Halton Hills, Ontario L7G 5G2**

Tel: 905-873-2600

Toll Free: 1-877-712-2205  
[haltonhills.ca](http://haltonhills.ca)

Fax: 905-873-2347



THE CORPORATION  
OF  
THE TOWN OF HALTON HILLS

**Resolution No.:** 2021-0115

**Title:** Elimination of LPAT

**Date:** May 25, 2021

**Moved by:** Mayor R. Bonnette

**Seconded by:** Councillor J. Fogal

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**Item No. 12.1**

WHEREAS The Government of Ontario, on June 6, 2019, passed the *More Homes, More Choice Act, 2019*, (Bill108);

AND WHEREAS the changes to the Local Planning Appeal Tribunal (LPAT), contained in Bill 108 gives LPAT the authority to make final planning decisions based on a subjective "best planning outcome" approach rather than compliance with municipal and provincially approved official plans and consistency with provincial plans and policy;

AND WHEREAS Bill 108 restricts third party appeals of plans of subdivision only to the applicant, municipality, Minister, public body or prescribed list of persons;

AND WHEREAS Bill 108 takes local planning decision-making out of the hands of democratically elected municipal councils and puts it into the hands of a non-elected, unaccountable tribunal;

AND WHEREAS the LPAT adds cost and delays delivery of affordable housing by expensive, time consuming hearings, contrary to the intent of the *More Homes, More Choice Act, 2019*;

AND WHEREAS Regional and City/Town Councils have spent millions defending provincially approved plans at the OMB/LPAT;



AND WHEREAS Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans;

NOW THEREFORE BE IT RESOLVED THAT in the short term, the Minister of Municipal Affairs and Housing immediately restore the amendments to the Planning Act that mandated the evaluation of appeals on a consistency and conformity with Provincial policies and plans basis;

AND FURTHER THAT in the long term the Government of Ontario eliminate the LPAT entirely, as an antiquated body that slows delivery and adds costs to housing supply via expensive and drawn out tribunal hearings;

AND FURTHER THAT this resolution be forwarded to the Premier, the Minister of Municipal Affairs and Housing, Halton's Members of Provincial Parliament, Leaders of the New Democratic, Liberal and Green parties, the Association of Municipalities of Ontario, the Small Urban Mayors' Caucus of Ontario, Mayors and Regional Chairs of Ontario and Halton's local municipalities.



---

Mayor Rick Bonnette



The Honourable Doug Ford, Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1Y7  
[premier@ontario.ca](mailto:premier@ontario.ca)

**Via Email**

**Dear Premier Ford:**

**Re: Resolution – Support of the Use of Automatic Speed Enforcement (Photo Radar)**

At the Regular Council Meeting of the Township of Havelock-Belmont-Methuen Council received the resolution sent by the Township of South-West Oxford on January 11, 2021 in regards to municipalities using Automatic Speed Enforcement, and passed the following resolution:

**R-046-21      Moved by Councillor Pomeroy  
Seconded by Councillor Webb**

That staff are hereby directed to send correspondence supporting the resolution from the Township of South-West Oxford regarding the use of Automatic Speed Enforcement.  
Carried.

A copy of the above noted resolution from the Township of South-West Oxford is attached for your reference. Your consideration of this matter is respectfully requested.

Sincerely,

Bianca Boyington

**Bianca Boyington**  
**Deputy Clerk**

**Copy: Dave Smith, MPP Peterborough-Kawartha  
Maryam Monsef, MP Peterborough-Kawartha  
The Association of Municipalities of Ontario  
All Ontario Municipalities**



312915 Dereham Line  
R. R. # 1, Mount Elgin, ON N0J 1N0  
Phone: (519) 877-2702; (519) 485-0477;  
Fax: (519) 485-2932  
[www.swox.org](http://www.swox.org)

---

January 11, 2021

Premier Doug Ford  
Legislative Building, Queens Park  
Toronto, ON M7A 1A1

Dear Premier Ford:

Speeding on provincial, county and municipal roadways continues to put the lives of Ontarians at risk. While we have access to several tools to help mitigate speeding traffic, the one tool that is currently not fully available to us is Automatic Speed Enforcement (ASE) (aka Photo Radar). Over the past decade, in South West Oxford the vast majority of charges laid are for drivers travelling well in excess of the posted speed limit. The cost of providing police time for something that could be done through the use of technology is disturbing to our council. The Council feels that it would be far more effective to have police concentrate on other problems such as Break and Enters, illegal drugs and domestic problems.

We need a way to address the poor behaviours and habits that are putting our citizens at risk and tying up much needed first responder resources that could be better utilized to improve the well-being of our communities. Speeding, particularly through our small villages, creates community concerns for the safety and wellbeing of our children and other vulnerable members. We need your help.

In keeping with this The Council of the Township of South-West Oxford duly moved and carried the following resolution at the regular meeting held on January 5, 2021:

*...RESOLVED that the Council of the Township of South-West Oxford provide direction to the Clerk to send a letter to the Premier, MPP Ernie Hardeman, AMO and all Ontario municipalities in support of the use of Automatic Speed Enforcement (photo radar) by municipalities.*

Please help municipalities in the Province by passing the necessary regulations for municipalities to use ASE (if they choose) that will bring about the driving behavioural changes we need.

We look forward to your help with this issue.

Yours truly,

A handwritten signature in black ink that reads 'Mary Ellen Greb'.

Mary Ellen Greb, CAO

c.c. AMO, Honourable Ernie Hardeman, Ontario Municipalities

*A leader in the development and delivery of municipal services for the growth and well-being of our community*



## Rideau Lakes

1439 County Road 8, Delta, ON K0E 1G0  
T. 613.928.2251 | 1.800.928.2250 | F. 613.928.3097  
[rideaulakes.ca](http://rideaulakes.ca)

At the Regular E-Meeting of the Council of The Corporation of the Township of Rideau Lakes held Monday, June 7, 2021, the following Resolution was passed:

### RESOLUTION #68-2021

Moved By: Councillor Livingston  
Seconded By: Deputy Mayor Maxwell

To pass a Resolution that;

WHEREAS at the Municipal Heritage Advisory Committee Meeting held May 20, 2021, Resolution #12-2021 was passed regarding cemetery funding;

AND WHEREAS Municipalities in Ontario have been made responsible for abandoned cemeteries within their boundaries, and are required by the *Funeral, Burial and Cremation Services Act, 2002* "to ensure that the cemetery grounds, including all lots, structures, and markers, are maintained to ensure the safety of the public and to preserve the dignity of the cemetery;

AND WHEREAS cemeteries are not only symbols of respect, preserving the memory of families, prominent citizens, and local history; some cemeteries are landmarks in themselves and hold great historical value worldwide;

AND WHEREAS preservation repairs to older cemeteries are very costly, requiring the specialized services of stonemasons and archeologists;

AND WHEREAS the care and maintenance funds of abandoned cemeteries are generally non-existent or so small as to produce insufficient annual interest to cover even the cost of lawn care at the site;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes hereby Urges the Government of Ontario to immediately provide funding sources for Municipalities for the ongoing maintenance and preservation repair of abandoned cemeteries in their care;

AND FURTHER that this Resolution be forwarded to the Bereavement Authority of Ontario, the Minister of Government and Consumer Affairs, the Rural Ontario Municipal Association (ROMA), and MPP Steve Clark.

Certified to be a true copy of the original

Date: June 8, 2021

Signature: *ME Livingston*

Title: Clerk, The Corporation of the  
Township of Rideau Lakes

Carried:

Signed: Arie Hoogenboom, Mayor

Good morning;

During the regular Council meeting of June 4, 2021, the Council of the Corporation of the Town of Kearney passed a resolution which calls upon the Provincial Government to address the shortfall that Optometry Clinics absorb through lack of proper OHIP funding.

***Res. No. 11(a)(i)/04/06/2021***

**WHEREAS** the Ontario Association of Optometrists reports that they have never had a formal negotiation process with the Government of Ontario with respect to the cost of delivering eye care;

**AND WHEREAS** the Ontario Health Insurance Plan (OHIP) currently covers only approximately half of the cost it takes Optometry Clinics to deliver our eye care resulting in them absorbing the balance of the cost;

**AND WHEREAS** the Province, through OHIP, has failed to properly invest in optometric care for over 30 years resulting in many Ontarians now being at risk of losing access to eye care as early as September 1<sup>st</sup>, 2021 should Optometrists stop accepting OHIP;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Town of Kearney calls upon the Provincial Government to address this shortfall immediately;

**AND FURTHER**, that this resolution be forwarded to our local MP's and MPP's, the Minister of Finance and all Ontario Municipalities for support.

**CARRIED**

We hope that each municipality will support The Town of Kearney in this request to the Provincial Government.

*Leslie Harvie*

Communications & Public Relations Coordinator

Town of Kearney

8 Main Street, P.O. Box 38

Kearney ON PoA iMo

E-mail: [leslie.harvie@townofkearney.ca](mailto:leslie.harvie@townofkearney.ca)

Phone 705 636 7752

Fax 705 636 0527

Attorney General  
McMurtry-Scott Building  
720 Bay Street  
11th Floor  
Toronto ON M7A 2S9  
Tel: 416-326-4000  
Fax: 416-326-4007

Procureur général  
Édifice McMurtry-Scott  
720, rue Bay  
11<sup>e</sup> étage  
Toronto ON M7A 2S9  
Tél.: 416-326-4000  
Télééc.: 416-326-4007



Ontario

Our Reference #: M-2021-9473

June 18, 2021

Dear Heads of Council, Municipal Chief Administrative Officers and Clerks:

I am pleased to be writing you today to provide an update on modernization initiatives and court recovery in Ontario's *Provincial Offence Act* (POA) courts.

### Summonses

O. Reg. 475/21 was filed on June 16, 2021 to permit provincial offences officers to serve Part III summonses on individuals within the province by registered mail, courier, or email. It also permits service on a recipient's licensed lawyer or paralegal (if any), with advance consent.

Section 39 of the POA provides that these methods of service will also be available to any person serving a witness summons.

This change will permit new efficiencies going forward and will help minimize health risks associated with in-person contact during the pandemic. The regulation can be viewed [online](#).

### Proclamation of POA Clerk Amendments

Bill 177, the *Stronger, Fairer Ontario Act (Budget Measures), 2017*, and Bill 229, *Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020*, introduced amendments to the POA aimed at modernizing and streamlining POA court processes.

Effective November 1, 2021, the following amendments will come into force:

- Clerks of the court will grant, but not deny, an extension of time to pay a fine. If the clerk is not satisfied that the application should be granted, the clerk must forward the application to a justice of the peace to make the determination whether to grant or deny the request for an extension.
- Clerks of the court will review the POA ticket and, if the ticket is not defective as determined by regulation, enter a conviction and impose a set fine where a defendant has failed to respond to the ticket and is deemed not to dispute. The Attorney General has made a regulation prescribing the characteristics that make a certificate of offence defective. The regulation can be viewed [online](#).

These amendments will significantly assist municipalities in recovering from the disruption of court operations created by the pandemic by freeing up judicial time and allowing municipal court staff to more quickly address the backlog of cases.

.../2

More details about these amendments are described in the appendix.

#### Updated POA Forms

The *COVID-19 Economic Recovery Act, 2020*, also amended the POA to further enable the enhanced use of remote appearances in POA proceedings.

Effective November 1, 2021, updated POA forms, including Offence Notices, Certificates of Offence, Part I Summons, Notice of Trial and Early Resolution Meeting Notices, will come into effect to reflect the availability of remote appearance methods for POA proceedings. In addition, Offence Notices will also advise the defendant that a clerk may enter a conviction against them, and that the defendant may apply to a justice for a review of their conviction.

Updated POA forms are posted on the [Ontario Court Forms website](#).

#### POA Court Recovery

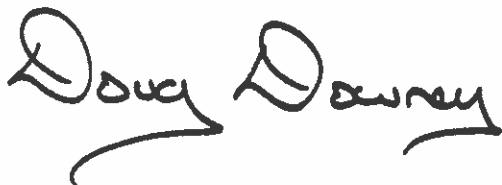
The Recovery Division and Court Services Division, acting on behalf of the Ministry of the Attorney General, continue to work closely with the Ontario Court of Justice (OCJ) on advancing virtual court appearances and the eventual resumption of in-person proceedings, when appropriate. The ministry continues to meet regularly with the OCJ, providing updates and guidance on POA recovery.

The collaborative partnership between justice partners and the ministry has been, and will continue to be, a fundamental principle of our success as we work together to build the most modern, efficient, and effective justice system attainable.

If you have any questions, or if you would like more information on these initiatives, please contact Ms. Wendy Chen, Manager of my ministry's POA Unit, by telephone at (437) 244-8733 or by email at [JUS.G.MAG.POASupport@ontario.ca](mailto:JUS.G.MAG.POASupport@ontario.ca).

Thank you for your commitment to the administration of justice and supporting access to justice services for all Ontarians.

Sincerely,

A handwritten signature in black ink that reads "Doug Downey". The signature is fluid and cursive, with the first name "Doug" and last name "Downey" clearly distinguishable.

Doug Downey  
Attorney General

Enclosure

c: Ms. Wendy Chen, Manager POA Unit, Court Services Division,  
Ministry of the Attorney General

## APPENDIX “A”

### Proclamation of POA Clerk Amendments

Currently, a defendant who is issued a ticket and fails to exercise an option on the back of the ticket (i.e., plead guilty by paying the fine, request an early resolution meeting with a prosecutor, where available, plead guilty with submissions as to penalty, or request a trial) within 15 days of being served with the ticket is deemed not to dispute the charge. A judicial official then reviews the ticket, and if it is “complete and regular on its face”, a conviction is entered and the set fine is imposed, which becomes due after 15 days. Should a defendant require more time to pay the fine, they may make an application to a justice for an extension of time to pay.

Beginning November 1, 2021, clerks of the court, rather than justices of the peace, will have new responsibilities:

#### *Extension of Time to Pay Applications*

- Clerks of the court will grant, but not deny, an extension of time to pay a fine. If the clerk is not satisfied that the application should be granted, the clerk must forward the application to a justice of the peace to make the determination whether to grant or deny the request for an extension.
- To support this amendment, consequential amendments were made to provisions in both the *Municipal Act, 2001* and the *City of Toronto Act, 2006* that authorize the treasurer or an agent to give notice to a defendant of any part of a fine that remains unpaid for the contravention of a municipal business license by-law for the purposes of collecting the unpaid fine.

#### *Deemed not to Dispute Proceedings*

- Clerks of the court will review the POA ticket and, if the ticket is not defective as determined by regulation, enter a conviction and impose a set fine where a defendant has failed to respond to the ticket and is deemed not to dispute.
- The Attorney General has made a regulation prescribing the characteristics that make a certificate of offence defective. The regulation can be viewed [online](#).
- Should the clerk of the court enter a conviction, the amendments give the defendant 15 days after becoming aware of the conviction to make an application to a justice to strike out the conviction. A justice would be required to strike the conviction if the justice is satisfied that the charging document is defective under the regulation or otherwise not complete or regular on its face.





The Municipality of the  
**VILLAGE OF BURK'S FALLS**

172 Ontario Street • PO Box 160 • Burk's Falls ON P0A 1C0  
P 705-382-3138 • F 705-382-2273 • [www.burksfalls.net](http://www.burksfalls.net)

**MUNICIPALITY OF  
MAGNETAWAN**

June 15, 2021

Municipality of Magnetawan  
P.O Box 70  
Magnetawan ON, P0A 1P0  
c/o Kerstin Vroom

JUN 16 2021

**RECEIVED**

Regarding: Almaguin Highlands Health Centre – Ontario Telemedicine Network Update Request

Dear Ms. Vroom:

On behalf of the Village of Burk's Falls Council, thank you for the one-time donation to the Almaguin Highlands Health Centre (AHH) in recognition of the services provided to our communities. The Health Centre has and continues to provide a variety of services to the communities of the Highlands that at present, are some of the only services offered between North Bay and Huntsville.

Your correspondence requested an update be provided regarding the discussions with the Almaguin Highlands Health Council and the proposed renovation for Ontario Telemedicine Network (OTN). The Health Council continues to discuss their intention to renovate space within the AHH with the Village of Burk's Falls. It is the AHH Councils intention to utilize a portion of municipally supplied funds for the renovation once approval is provided.

The Village continues to discuss a request from the Burk's Falls Family Health Team regarding additional space within the AHH. These discussions have included the inclusion of OTN within the proposed additional leased space, thus the AHH Council is awaiting lease negotiations to conclude before solidifying any renovation for OTN.

The AHH Council is keen to move forward with the project, however, to ensure municipally derived funds are used responsibly, as funds are limited, the decision is dependent on the outcome of lease negotiations.

Should your Council wish to address their query further, please feel free to contact Nicky Kunkel, Clerk-Administrator.

Regards,

  
Erica Kellogg  
Health Centre Manager

Cc: Rod Ward, Chair AHH Council

# ANNUAL SHAREHOLDER UPDATE



JUNE 4, 2021

# 2020 HIGHLIGHTS

CHAIR ROGER ALEXANDER

- COVID – all companies essential – seamless & safe operations
- Zero lost time accidents – meeting plan – 5 years+
- \$2M Dividend protected
- Profitability beat expectations
- Core Broadband & Chute Blanche acquisitions
- Continued fibre expansion – Burk's Falls & Sundridge
- Secured additional Innovation funding & associated project construction
- Elliott Falls generation station upgrade/new contract
- Hydro One reliability

# 2020 HIGHLIGHTS

- 14 full-time and 2 part-time additional hires to support growth

Lakeland Holding's Objective was met

*"Improve customer service and product offerings that increase profitability for shareholder dividend distribution."*

## **CORPORATE GOVERNANCE REVIEW**

### **KEY ACTIONS:**

- Shareholder Agreement revisions
- Assessed Lakeland Board, Chair and Director performance

# BOARD OF DIRECTORS 2020

Lakeland Holding Ltd.  
Bracebridge Generation Ltd.  
Lakeland Energy/Networks

Chair: Roger Alexander  
Vice Chair: Sam Davidson  
Directors: John Kropp, Mark Goldberg,  
Chris Litschko

# BOARD OF DIRECTORS 2020

BRUCE FLOWERS

## Lakeland Power Distribution Ltd.

Chair: Bruce Flowers (Independent)

Vice Chair: Phil Matthews (Independent)

Directors: Irene Zaguskin (Independent)

Mark Goldberg, Chris Litschko

**2020**

# CONSOLIDATED ANNUAL REVIEW



# 2020 FINANCIAL HIGHLIGHTS

Lakeland Holding 2020 Financial Table (\$000's)	Actual 2020	Budget 2020	Actual 2019
Total Revenues	\$67,655	\$62,191	\$59,978
Return on Equity %	8.44%	8.36%	7.36%
EBITDA*	\$12,883	\$12,478	\$11,627
Net Income	\$4,993	\$4,941	\$4,134
Assets	\$141,169	\$136,122	\$132,058
Shareholder's Equity	\$59,127	\$59,075	\$56,134
Dividends Paid	\$2,000	\$2,000	\$2,000
* - Earnings before Interest, Taxes, Depreciation, and Unusual Items			

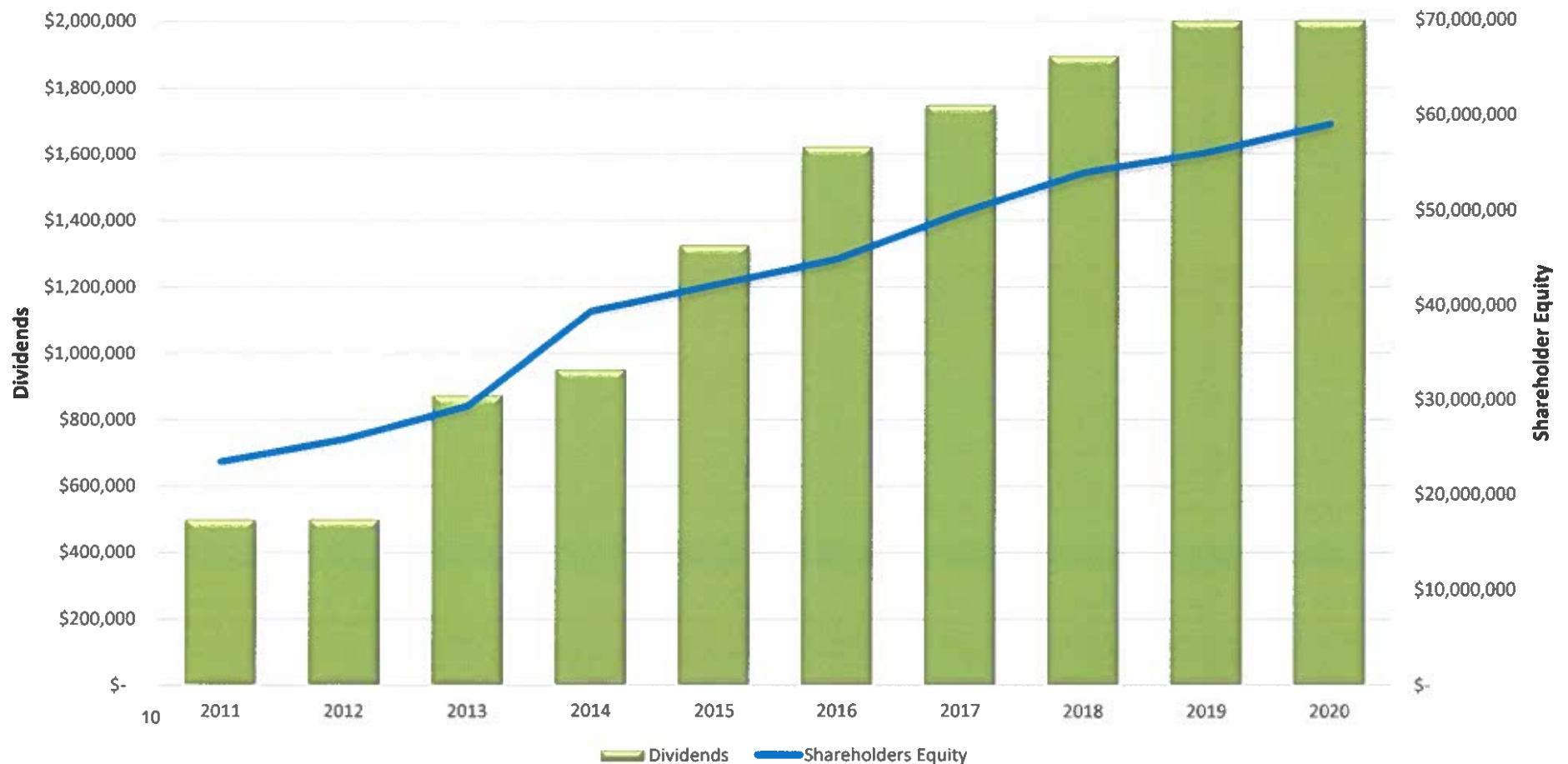
## 2020 FINANCIAL HIGHLIGHTS

- ✓ Maintained dividend despite COVID-19 challenges
- ✓ Increased Shareholder equity by 5% over prior year in addition maintaining dividends
- ✓ Investments included acquisitions, innovation and operational capital
- ✓ Net income increased by 21% over 2019, Generation & CORE acquisition
- ✓ Generation revenues higher due to operational control & water flows — 28% impact on NI
- ✓ Higher Energy revenues than planned due to acquisition of wireless customers and increase in fibre connections — 13% impact on NI

# LAKELAND HOLDING

## DIVIDENDS AND SHAREHOLDERS EQUITY

**Lakeland Holding  
Dividends and S/H Equity**



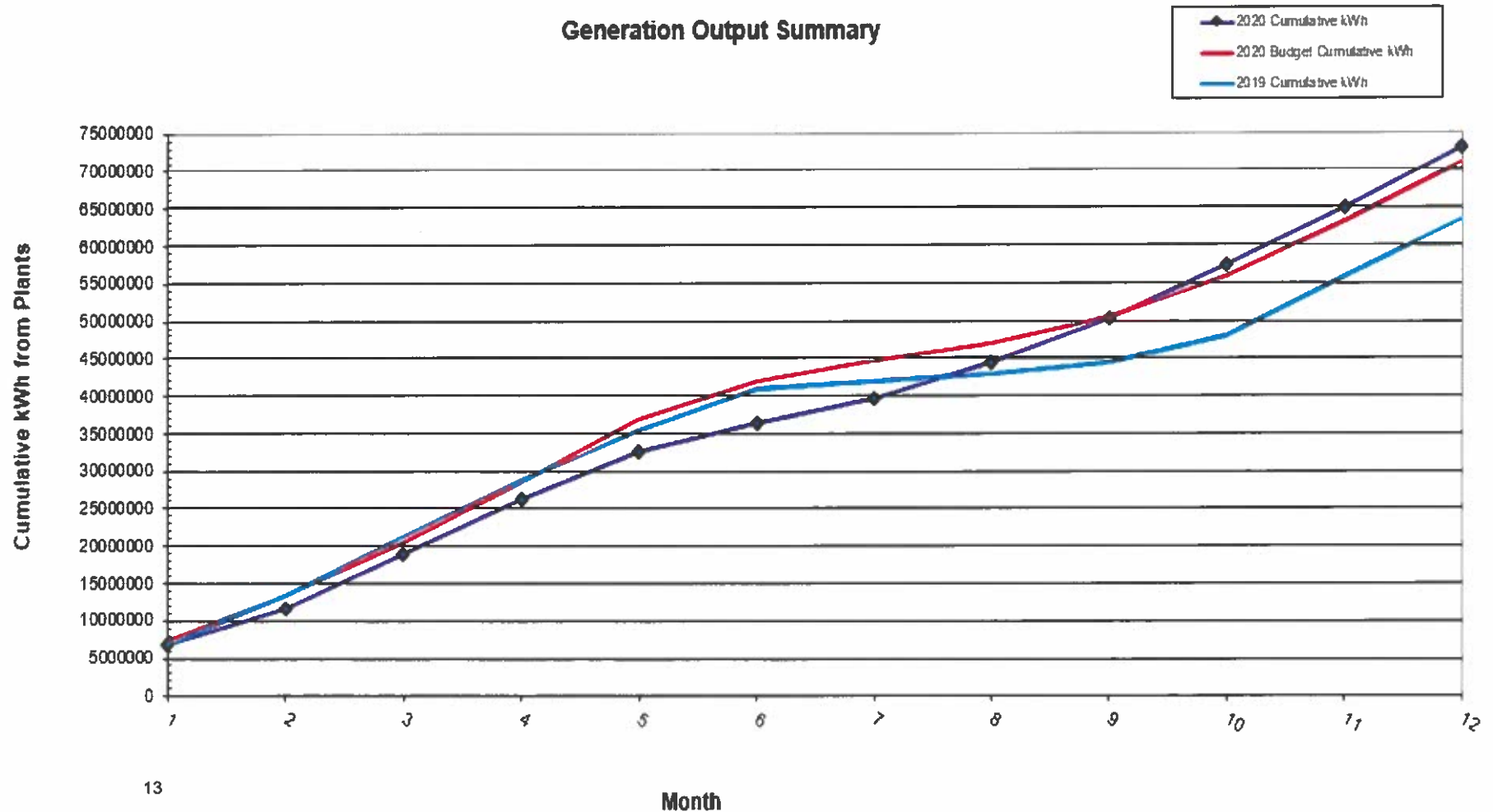
## ***LakelandPower***

- COVID Relief – no disconnects, no interest penalties, worked closely with customers
- 182 additional customers = 13,998
- 2 Major wind storms
- Capital upgrade investments \$2.2M
- Hydro One reliability – M3 & M7 feeders, automation, tree trimming, inspections, Bracebridge TS
- Infra-red scan for proactive maintenance – 99 anomalies
- Tree trimming – Sundridge & Bracebridge (6-year cycle)

- Elliott Falls 100kW upgrade completed & certified by IESO for October 1, 2020 long term contract (*force majeure* used) – plant purchased in 2016 for upgrade potential
- Annual production fed 39% of all Lakeland Power needs = 8,100 homes full-time
- 3 monthly & 2 annual plant production records
- Chute Blanche 1.4mW plant purchase completed on December 18<sup>th</sup> = 50% partnership and entry into Quebec market

## CUMULATIVE MONTHLY GENERATED KILOWATT HOURS

Generation Output Summary



# Lakeland Energy

- Burk's Falls & Sundridge fibre installation for triple play services – sales and connections commenced in Fall = 120 subscribers and increasing daily
- Purchased CORE Broadband April 1<sup>st</sup> – provides wireless solution
- 6 new towers installed and 7 others replaced – upgraded services
- Increased Broadband customers by 2,214 to 6,209 year end
- Cyber Security upgrades – continue to be developed
- Have made 9 applications of \$61M with request for funding of \$36M passing 29,100 homes/businesses













# 3 – Year Business Plan



# BUSINESS APPROACH

Balanced scorecard approach that is **SMART** (specific, measurable, achievable, relevant, and time bound) with additional Key Performance Indicators

## Lakeland Holding

### Objective:

Improve Customer Service and Product Offerings that  
Increase Profitability for Shareholder Dividend Distribution

## ***LakelandPower***

- ✓ Improve reliability internally – capital, mtce, automation
- ✓ Improve reliability – hold Hydro One to commitments
- ✓ Improve social media and outage notification
- ✓ Learn from Customer Satisfaction Survey results
- ✓ Infra-red ongoing proactive maintenance

- ✓ Chute Blanche, Quebec efficiency improvements
- ✓ Increase operational efficiencies
- ✓ Innovation, \$1M contest, rollout, project business plan for commercialization
- ✓ Improve public safety
- ✓ Watershed group participation, education
- ✓ Pursue other electrical generation opportunities

## **Lakeland Energy**



- ✓ Continue Cyber Security Implementation for all Lakeland companies as Lakeland Energy is lead
- ✓ Marketing & Sales plans rollout
- ✓ Fibre expansion in Burks Falls, Sundridge, South River, Parry Sound, Huntsville, Bracebridge & Gravenhurst
- ✓ Wireless tower expansion and upgrades – better service
- ✓ Government Funding applications – just awarded 2 Federal funded projects

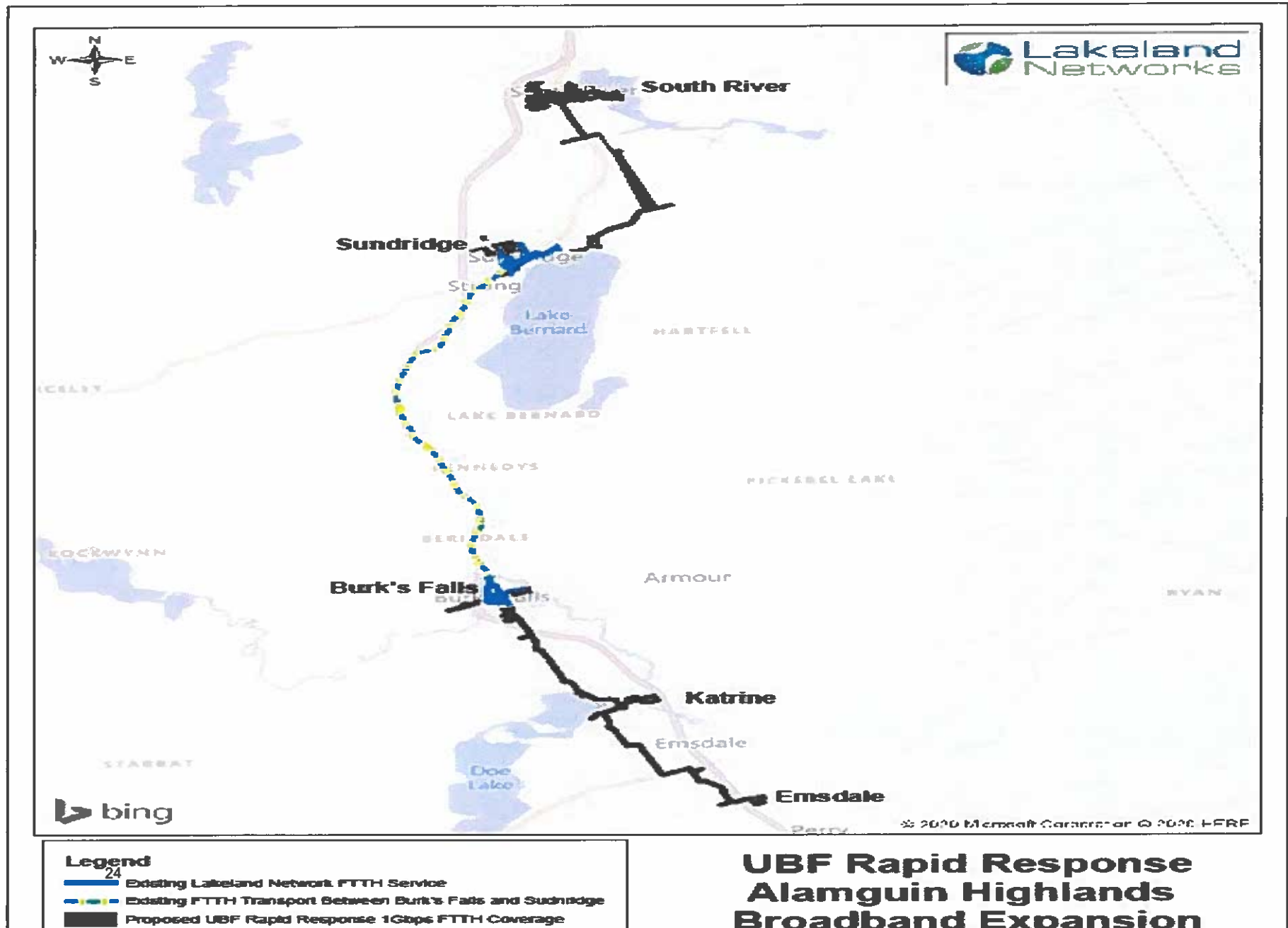
# Lakeland Energy

	<u>Funding</u>	<u>Total Cost</u>	<u>Kms</u>	<u>#Homes passed</u>
Project ROBIN	\$3.1M	\$4.8M	52	1,300
Wasauksing First Nation	<u>\$701K</u>	<u>\$785K</u>	<u>10</u>	<u>160</u>
	\$3.8M	\$5.58M	62	1,460

*Note – all construction must be completed by November 15, 2021*



# PROJECT ROBIN



# Wasauksing First Nation Broadband Expansion

Lakeland Energy Ltd. Universal Broadband Fund - Rapid Response Stream



# DIVIDEND

The company plans to maintain the  
dividend payment of \$2M

# SUMMARY

- ✓ Strong Performance Safety, Financially & Operationally
- ✓ Shareholder Dividend Stable at \$2M, increasing equity
- ✓ Governance – revised Shareholders Agreement allows flexibility for growth and shareholder involvement
- ✓ Diversification: electricity distribution, waterpower generation, solar generation, battery storage, wireless & fibre broadband, potential other electrical generation opportunities

June 3, 2021

## Media Release

The Federation of Northern Ontario Municipalities (FONOM) would like to commend the Province of Ontario for taking a giant step forward in improving waste diversion and protecting the environment.

Today, Ontario's Environment Minister Jeff Yurek formally announced the final regulation to transition the Blue Box program from municipalities to producers. When fully implemented, this regulation will go a long way in addressing litter in our communities, reducing single-use plastics making their way into watercourses and expanding the Blue Box program into new communities in Northern Ontario.

"This regulation has been looked at by three consecutive governments. I would like to recognize Premier Ford and Minister Yurek for having the courage to introduce this regulation, which will not only benefit our environment but will remove the cost of the Blue Box program from property taxes," stated FONOM President Danny Whalen

FONOM has been actively working for nearly a decade with AMO, M3RC, OWMA, and municipal staff from across the province on the framework for this regulation. Additionally, FONOM's membership has been instrumental in ensuring that all Northern and Rural Ontario (excluding those in the far north) is included in the transition.

"I would like to applaud the team that AMO assembled from across the province," stated President Whalen. "Staff from the City of Toronto and other regions within southern Ontario were instrumental in ensuring Northern Ontario is included in the regulation."

The FONOM Board would like to thank AMO's Board and Staff for the advocacy on this file on behalf of our members. Monika Turner, Dave Gordon, and Amber Crawford have worked tirelessly on this issue with Stewards and the Government, along with FONOM's own Councillor Mac Bain.

Some of the highlights of the Regulation are:

- Staggered transition from municipalities from 2023 to 2025
- Expanding collection to all communities outside the Far North by 2026;
- Standardizes what can be recycled across Ontario;
- Includes municipalities under 5,000 population
- Accepting common single-use and packaging-like products such as paper and plastic cups, foils, trays, bags, and boxes sold for home use;
- Collecting single-use items that are distributed or sold to consume food and beverage products, like stir sticks, straws, cutlery, and plates;

- Expanding services to more facilities such as apartment buildings, municipally run or non-profit long-term care homes and retirement homes, and schools;
- Expanding collection to more parks, playgrounds, and transit stations, more than tripling the number of public space recycling bins funded under the current program so there are more opportunities to recycle at home and on the go.
- Ensures existing deposit return programs such as The Beer Store will continue.

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

Sincerely



President Danny Whalen  
705-622-2479

**Laura Brandt**

---

**From:** ICIPCOVID (MOI) <ICIPCOVID@ontario.ca>  
**Sent:** March 23, 2021 2:21 PM  
**To:** Kerstin Vroom  
**Cc:** Linda Saunders; Laura Brandt  
**Subject:** 2020-11-1-1465263644: Corporation of The Municipality of Magnetawan - Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure stream – Local Government Intake.

Dear Kerstin Vroom,

**Re: 2020-11-1-1465263644: Corporation of The Municipality of Magnetawan - Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure stream – Local Government Intake.**

Further to the project approval sent by Minister Scott, I am pleased to follow up regarding your approved project Rehabilitation of Municipal Community Buildings under the ICIP COVID-19 Resilience Infrastructure stream – Local Government Intake.

The federal government conducted an assessment of your project and has determined that at this time, there are no requirements under the *Canadian Environmental Assessment Act (2012)* or the *Impact Assessment Act (2019)*, and that there is no legal duty to consult with Aboriginal peoples triggered by the above noted project.

Your organization is eligible to receive funding up to the amounts listed in the table below, provided that the Corporation of The Municipality of Magnetawan enters into a Transfer Payment Agreement (TPA), and subject to the terms and conditions of the TPA. Please note that only eligible costs incurred and paid on and after the federal approval date indicated in this table will be eligible for reimbursement.

Federal Approval Date (MM/DD/YY)	03/18/21
Federal Contribution	\$80,000.00
Provincial Contribution	\$20,000.00
Total Funding Provided	\$100,000.00

At this time, your organization may proceed with site preparation and construction activities as of the federal approval date noted above, and you may begin to incur eligible expenditures related to your approved project. Please note some important information as your organization moves forward:

## Communications

We ask that you keep this funding decision **confidential**. Information regarding funding for this project should not be shared in any public forum (except at in camera discussions with your municipal council, board of directors or band council) nor should information be communicated to the media. Canada and/or Ontario will contact your organization to arrange joint public communication regarding the funding of your organization's project.

## Signage

As you are aware, installing an Ontario Builds sign, in addition to a [sign required by the Government of Canada](https://www.infrastructure.gc.ca/alt-format/pdf/signage-panneaux/2018-10-25-Infrastructure-Project-Signage-Guidelines.pdf) (website address: <https://www.infrastructure.gc.ca/alt-format/pdf/signage-panneaux/2018-10-25-Infrastructure-Project-Signage-Guidelines.pdf>), at the site of each of your capital project(s) is a requirement under the funding agreement signed with the Ontario government, unless otherwise agreed.

The *Design Guide for Ontario Builds (2021)* and the templates for producing signs have recently been updated. If you haven't already installed your sign, please ensure that you use the revised guidelines and templates, which can be found here:

- <https://www.ontario.ca/page/ontario-builds-templates> (English)
- <https://www.ontario.ca/fr/page/modeles-on-construit> (French).

The draft design of Ontario Builds signage (for each of your respective capital projects, if applicable) must be approved by the Ontario government before they are created and installed. Please email your signage proofs as a PDF file to [MOI-Signs@ontario.ca](mailto:MOI-Signs@ontario.ca) for approval. In addition, the implementation of signage is considered an eligible project expense within your previously approved funding allocation.

Please note that not all projects will require a sign. For example, a sign may not be required because a project is of short duration (i.e. under seven days), represents a modest investment (i.e. less than \$100,000) or is located in a remote area where signage would not be visible to the public. If these exemptions apply to your project, please disregard this as you will not be required to install a project sign. If one of these exemptions apply to your project(s), please let us know as soon as possible.

Should you have any questions regarding the Ontario Builds signage, including as it relates to the Investing in Canada Infrastructure Program requirements, please contact [MOI-Signs@ontario.ca](mailto:MOI-Signs@ontario.ca).

## Key Terms and Conditions for Funding (Section A)

Please review of the Key Terms and Conditions of Funding found in Section A and forward any questions or concerns to [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca). Please ensure to update and correct your organization's contact information in the Transfer Payment Common Registration, in Transfer Payment Ontario (TPON) on a regular basis as it is critical for communication purposes. For information on how to do this visit <https://www.ontario.ca/page/get-funding-ontario-government>

## Transfer Payment Agreements (TPA)

Requests for reimbursements can occur only after the TPA has been signed by your organization and the Province. Neither the Province nor Canada is obligated to fund any project costs prior to the execution of the TPA. A draft TPA for your organization is forthcoming for your review (see next steps).

Please ensure you are registered as a supplier with Ontario Shared Services and can receive funds electronically. If you are not registered, please complete and submit the [Supplier Registration and Application for Direct Deposit/Electronic Funds Transfer Form](#) to Ontario Shared Services. Note the registration process takes 7-10 business days.



If you require assistance with completing the form, please visit [www.ontario.ca/directpayment](http://www.ontario.ca/directpayment) to review frequently asked questions or call the Ontario Shared Services Contact Centre at: Within the Greater Toronto Area 416-212-2345 or 416-327-3851 or Toll Free 1-866-320-1756 1-866-310-7259.

#### Next Steps

1. The ICIP program delivery team will share your organization's draft TPA for your review.
2. As your organization reviews the TPA, please identify any questions or points of clarification and forward them to [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca). We will respond directly to your email or can offer to schedule a call to address any questions/concerns.
3. Once your organization's questions and concerns have been addressed, and the ICIP program has completed its mandatory financial assessments, a final copy of your organization's TPA for your approval will be shared through TPON.
4. Once you have signed the TPA and the required supporting documents are received, the ministry will sign and execute the TPA.
5. Once a TPA has been executed, claims can be submitted for reimbursement on eligible expenses that have been incurred and paid on or after the federal approval date.
6. Your organization's TPA will identify the reporting schedule for your project.

My staff and I look forward to working with you as you implement this project. If you have any questions, please contact [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca).

Sincerely,

Paramjit Kaur  
Director, Infrastructure Program Delivery Branch

**Confidentiality Warning:** This e-mail contains information intended only for the use of the individual(s) named above. If you have received this e-mail in error, we would appreciate it if you could advise us through the ICIP COVID mailbox at [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca) and destroy all copies of this message. Thank you.

## Section A: Key Terms and Conditions of Funding

The following are key terms and conditions that will be included in the Transfer Payment Agreement (TPA). If you have concerns about your ability to fulfil any of these requirements please contact [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca) immediately.

- Federal and provincial funding will be defined as both maximum contribution amounts (as set out in the above email) and as a proportion of total eligible costs. Costs will be eligible for reimbursement after they are incurred and paid for by the recipient. This means that recipients will need to have a source of funding to pay for eligible costs which can then be claimed for reimbursement from the Province.
- The recipient will be required to fund all amounts in excess of eligible costs, including any budget increases and cost overruns, as well as any ineligible costs associated with the project.
- Only costs associated with contracts that are entered into after the approval date noted above through a transparent, competitive process that ensures the best value for money are eligible. A standing agreement with a vendor on retainer would not be considered to meet this requirement.
- The TPA will contain a project description. Receipt of full funding is contingent on completing the scope described in the agreement.
- Projects must start construction before September 30, 2021 and must be completed by December 31, 2021 in non-remote communities. Projects in remote communities must be completed by December 31, 2022.
- The recipient will ensure all regulatory approvals are in place for the project.
- The recipient will be responsible for ongoing reporting on the project.
- No claims will be reimbursed, and construction/site preparation cannot start prior to notification from Canada, in writing, that it is satisfied the project has met any potential Environmental Assessment and Aboriginal Consultation requirements, if applicable.
- If you believe that you have requirements under the *Canadian Environmental Assessment Act (2012)*, the *Impact Assessment Act (2019)* or that your project triggers a legal duty to consult Aboriginal groups please let us know as soon as possible.
- Should future changes to the nature, scope, design or location of the project be considered or required you must notify the Province as both the provincial and federal governments will reassess whether the change impacts Aboriginal consultation obligations and other requirements need to be met. Notification and approval, if applicable, will be provided in writing to you before you can proceed with any such changes. Additionally, if there are any changes to your project cost, please notify the inbox [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca) as soon as possible.



Norm Miller ✓

June 16 at 5:46 PM · 🌐

...

More than \$2 million in exciting infrastructure upgrades are coming to Parry Sound - Muskoka through the COVID-19 Resilience Infrastructure Stream.

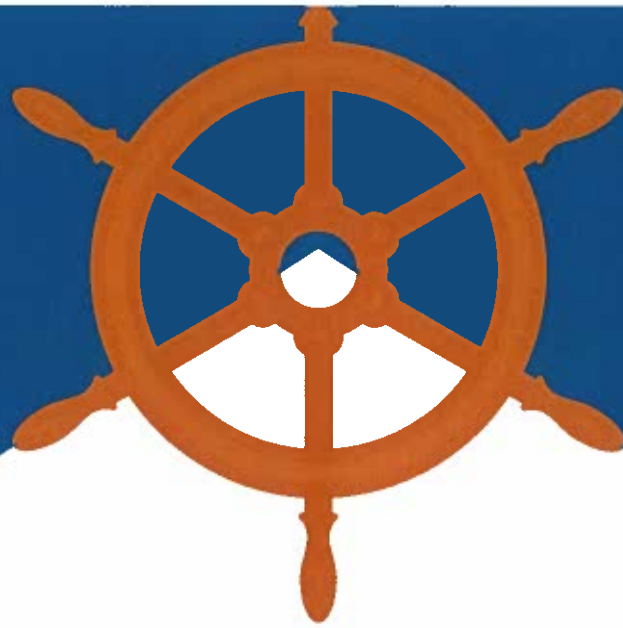
#Almaguin Highland's municipalities will be receiving approximately \$1 million in combined federal and provincial funding for municipal infrastructure projects!

Village of South River, Town of Kearney, Township of Ryerson, McMurrich Monteith, The Village of Burk's Falls, Strong Township, Sunny Sundridge, Township of Armour, The Municipality of Magnetawan, @TownshipOfJoly

Read more:

<https://news.ontario.ca/.../canada-and-ontario-invest...>

facebook.com/norm.miller.psm



# *The Boat Locks Are Open!*

Go through the locks to access  
Ahmic Lake and Lake Cecebe

**OPEN DAILY FROM JUNE 26  
UNTIL SEPTEMBER 5**



**DOWN** TO AHMIC LAKE

10:00 AM  
12:00 PM  
2:00 PM  
4:00 PM  
6:00 PM



**UP** TO LAKE CECEBE

10:30 AM  
12:30 PM  
2:30 PM  
4:30 PM  
6:30 PM

# **MAGNETAWAN**

## **CANADA DAY CONTESTS!!**

**CHOOSE FROM 4 UNIQUE CONTESTS TO SHOW YOUR CANADIAN SPIRIT**

**DECORATE YOUR HOME**

**DECORATE YOUR BUSINESS**

**CANADIAN SPIRIT DRAWING CONTEST (Ages 12 and under)**

**CANADIAN SPIRIT DRAWING CONTEST (Ages 13 to 17)**

**REGISTER AT [RECREATION@MAGNETAWAN.COM](mailto:RECREATION@MAGNETAWAN.COM)**



**THE MUNICIPALITY OF MAGNETAWAN WOULD LIKE TO  
WISH EVERYONE A SAFE AND HAPPY CANADA DAY  
FOR MORE INFORMATION VISIT OUR WEBSITE AT  
[WWW.MAGNETAWAN.COM](http://WWW.MAGNETAWAN.COM)**







## Welcome to the 2021 Canada Day Show Your Spirit Celebration!



Due to Covid-19 Restrictions, we will be celebrating Canada Day a little differently again this year!  
To promote our Canada Day spirit within the Community, the day will be comprised of 4 unique contests:

### **Decorate your Home**

Decorate the outside of your home, showing your Canadian Spirit. Please have all your decorations set up by 9:00am on July 1<sup>st</sup>.

Prizes:

- 1<sup>st</sup> place will receive a \$75 cash prize
- 2<sup>nd</sup> place will receive a \$50 cash prize
- 3<sup>rd</sup> place will receive a \$25 cash prize

### **Decorate your Business**

Decorate the outside of your business, showing your Canadian Spirit. Please have your decorations set up by 9:00am on July 1<sup>st</sup>.

Prizes:

- 1<sup>st</sup> place will receive a \$75 cash prize
- 2<sup>nd</sup> place will receive a \$50 cash prize
- 3<sup>rd</sup> place will receive a \$25 cash prize

### **Canadian Spirit Drawing Contest (Ages 12 and under)**

Create a drawing showing how much Canada and your community means to you. Please submit your drawings to [recreation@magnetawan.com](mailto:recreation@magnetawan.com) or drop them in the Municipal Drop Box by June 30<sup>th</sup> at 12:00pm. The top three winners will be decided and awarded on July 1<sup>st</sup>. Drawings will be posted to the Municipality's social media accounts.

- 1<sup>st</sup> place will receive \$75 cash prize
- 2<sup>nd</sup> place will receive a \$50 cash prize
- 3<sup>rd</sup> place will receive a \$25 cash prize

### **Canadian Spirit Drawing Contest (Ages 13 to 17)**

Create a drawing showing how much Canada and your community means to you. Please submit your drawings to [recreation@magnetawan.com](mailto:recreation@magnetawan.com) or drop them in the Municipal Drop Box by June 30<sup>th</sup> at 12:00pm. The top three winners will be decided and awarded on July 1<sup>st</sup>. Drawings will be posted to the Municipality's social media accounts.

- 1<sup>st</sup> place will receive \$75 cash prize
- 2<sup>nd</sup> place will receive a \$50 cash prize
- 3<sup>rd</sup> place will receive a \$25 cash prize

Registration is required for all four contests. Please register by contacting [recreation@magnetawan.com](mailto:recreation@magnetawan.com) or call the Municipal Office at (705) 387-3947. Judging will take place in person on July 1<sup>st</sup>, in a manner in accordance with COVID-19 restrictions.

**We wish everyone a Happy Canada Day!**





# ICYMI

## In Case You Missed It!

### Council Highlights

### June 9, 2021

To read the complete minutes, agenda packages and by-laws please visit our website at [www.magnetawan.com](http://www.magnetawan.com)

Council thanks Scott Aitchison, MP, Parry-Sound Muskoka for his Presentation National Suicide Hotline. Council passed Resolution 2021-156 endorsing the 9-8-8 Crisis Line Initiative.



Council passed By-law 2021-35 authorizing the use of alternative voting methods for the 2022 Municipal and School Board Election. VOTERS will have the convenience of choosing to vote by MAIL, TELEPHONE, or INTERNET.

Council passed Resolution 2021-172 in favour of applying for a Federal Government Grant in partnership with Lakeland Holdings Limited for an EV Charging Station to be placed in Magnetawan.



Council passed Resolution 2021-174 requesting that the District Social Services Administration Board to proactively put forward a solution to the daycare crisis that is currently affecting the ratepayers of Magnetawan and to direct DSSAB staff to consider options such as leasing and/or purchasing a facility from the Municipality and/or private citizens, to create an approved Daycare Facility located within the Municipality of Magnetawan.

CONGRATULATIONS to Magnetawan Central School's Grade 8 Graduates: Christian, Alyssa, Willow, Nils, Nate, Michael, and Hunter. Council passed Resolution 2021-178 authorizing a donation of \$100 for the Emily Ross Langford Award for Citizenship.



Questions? Concerns? Ideas? Contact the Municipal Office at (705) 387-3947  
or by email at [info@magnetawan.com](mailto:info@magnetawan.com)

Council Approval Accounts Payable and Payroll

Meeting Date: JUNE 30/21

**Accounts Payable**

Batch # 96

Cheque Date: JUNE 30/21

Cheque Numbers

From: 21813 To: 21876

Amount

\$ 224,508.16

EFT

Batch # 98

\$ 27,245.16

Total Accounts Payable

\$ 251,753.83

**Cancelled Cheques**

**Payroll**

Staff Pay

Pay Period: # 12

Direct deposit and

Cheque # 21811 to # 21812

\$ 36,265.99

Staff Pay

Pay Period: # 1

Direct deposit and

Cheque # to #

\$

Council Pay

Pay Period: #

All Direct deposit

\$

Total Payroll

\$ 36,265.99

Total for Resolution

\$ 288,019.82



## MUNICIPALITY OF MAGNETAWAN

## Council/Board Report By Dept-(Computer)



AP5130

Page : 1

Date : Jun 24, 2021

Time : 12:08 pm

Vendor : 01009 To 30000

Batch : 96 To 98

Department : All

Cheque Print Date : 31-Dec-2020 To 30-Jun-2021

Bank : 0099 To 1

Class : All

Vendor Invoice	Vendor Name Description				Batch Invc Date	Inv Due Date	
G.L. Account	CC1	CC2	CC3	GL Account Name			Amount

## DEPARTMENT 1000 LIABILITIES

## 04104 GEORGE CIMBURA

OVERPAYMENT REFUND FOR OVERPAYMENT OF TAXES

1-2-1000-1090

Miscellaneous Clearing

96 21-Jun-2021 30-Jun-2021

1,570.89

## 04120 SAM DUNNETT

JUNE 16/21 PLANNING BOARD MEETING MILEAGE

1-4-1000-2010

COUNCIL - Materials and Supplies

96 16-Jun-2021 30-Jun-2021

38.50

## 04121 SALTER JOHN

JUNE/2021 REFUND FOR OVERPAYMENT OF TAXES

1-2-1000-1090

Miscellaneous Clearing

96 22-Jun-2021 30-Jun-2021

243.98

## 13180 MAGNETAWAN CENTRAL SCHOOL

2021-178 EMILY ROSS LANGFORD AWARD DONATION

1-4-1000-5018

COUNCIL - Donations

96 09-Jun-2021 30-Jun-2021

100.00

## 15060 OFFICE OF THE PUBLIC GUARDIAN

JUNE 2/21 CHAPMAN A/C 970 283023

1-2-1000-1011

A/P-Public Trustee

96 02-Jun-2021 30-Jun-2021

850.00

Department Totals : 2,803.37

## DEPARTMENT 1100 ACCOUNTS RECEIVABLE

## 01052 FOSTER ALAIN

JUNE/21 REFUND BALANCE OF DEPOSIT FOR SEVERANCE REVIEW

1-1-1100-1197

A/R - A FOSTER

96 16-Jun-2021 30-Jun-2021

1,209.98

Department Totals : 1,209.98

## DEPARTMENT 1200 ADMINISTRATION

## 02013 BELL MOBILITY

519949447 JUI CELL PHONE CHARGES

1-4-1200-2052

ADMIN - Cell Telephone

96 09-Jun-2021 30-Jun-2021

76.34

## 02071 BEATTY PRINTING

48583 BUSINESS CARDS AND PLANNING MAP

1-4-1200-2010

ADMIN - Office Supplies

96 01-Jun-2021 30-Jun-2021

161.03

## 04021 DEAN'S AUTO CARE

63-283-386 GENERAL LEGAL

1-4-1200-2215

ADMIN - Legal fees-labour

96 30-May-2021 30-Jun-2021

1,305.21

## 13011 MAGNETAWAN BUILDING CENTRE (PARKS)

103-74290 TOILET PAPER

1-4-1200-2015

ADMIN - Office maintenance &amp; supplies

96 08-Jun-2021 30-Jun-2021

45.18

## 18035 RUSSELL

63-283-276/2 ROAD USE AGREEMENT

1-4-1200-2210

ADMIN - Legal Fees-general

96 03-Jun-2021 30-Jun-2021

104.07

## 19055 STAPLES BUSINESS ADVANTAGE

56300757 OFFICE SUPPLIES

1-4-1200-2010

ADMIN - Office Supplies

96 03-Jun-2021 30-Jun-2021

114.98

56304245 OFFICE SUPPLIES

1-4-1200-2010

ADMIN - Office Supplies

96 03-Jun-2021 30-Jun-2021

19.99

## 19083 SELECTCOM

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Vendor Invoice	Vendor Name Description				Batch Invc Date	Inv Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name			
<b>DEPARTMENT 1200 ADMINISTRATION</b>							
0004954228				LONG DISTANCE CHARGES	96 06-Jun-2021	30-Jun-2021	
1-4-1200-2050				ADMIN - Telephone			269.44
22030				VIA NET INTERNET SOLUTIONS			
JUNE 2021				JUNE 2021 INTERNET SERVICES	96 21-Jun-2021	30-Jun-2021	
1-4-1200-2135				ADMIN - Website expenses			151.41
23086				XEROX CANADA LTD			
85430049				MAY/21 PRINTING AND COPYING EXPENSES	96 31-May-2021	30-Jun-2021	
1-4-1200-2140				ADMIN - Copying Expenses			220.66
<b>Department Totals :</b>							<b>2,468.31</b>

<b>DEPARTMENT 1300 TREASURY</b>							
13334				M&L SUPPLY FIRE & SAFETY			
007638				EYE PROTECTION FOR STAFF	96 10-May-2021	30-Jun-2021	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses			1,081.87
18069				MARJORIE ROSE ROBINSON			
2021-09				YEAR END CAPITAL ASSETS AND DATA CALL	96 12-Jun-2021	30-Jun-2021	
1-4-1300-2200				TREAS - Accounting/Audit			1,583.98
19045				LINDA SAUNDERS			
JUNE 11/21				BANKING MILEAGE	96 11-Jun-2021	30-Jun-2021	
1-4-1300-2010				TREAS - Taxation Materials			25.30
JUNE 4/21				BANKING MILEAGE	96 04-Jun-2021	30-Jun-2021	
1-4-1300-2010				TREAS - Taxation Materials			25.30
19056				STINSON ELECTRICAL INC.			
14698				14KW GENERAC GENERATOR INSTALLATION AT NEW GARAGE	96 31-May-2021	30-Jun-2021	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses			9,153.00
20085				TRANS CANADA SAFETY			
10037				EYE PROTECTION FOR STAFF	96 07-May-2021	30-Jun-2021	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses			420.08
<b>Department Totals :</b>							<b>12,289.53</b>

<b>DEPARTMENT 2000 FIRE DEPARTMENT</b>							
02013				BELL MOBILITY			
519949447				JUL CELL PHONE CHARGES	96 09-Jun-2021	30-Jun-2021	
1-4-2000-2052				FD - Cell Telephone			96.34
02014				BELL MOBILITY INC			
0095736633				JUNE 2021 CELL TOWER RENTAL	96 01-Jun-2021	30-Jun-2021	
1-4-2000-2053				FD - Communications Tower			66.50
13013				MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)			
101-65776				GREEN POLY TAPE	96 21-Jun-2021	30-Jun-2021	
1-4-2000-2018				FD - PPE & Fire Supplies			143.48
13073				MINISTER OF FINANCE			
232705211238				MNR PROTECTION	96 27-May-2021	30-Jun-2021	
1-4-2000-7230				FD - MNR Fire Protection			8,600.86
13334				M&L SUPPLY FIRE & SAFETY			
007785				HOSE REPLACEMENT	96 20-May-2021	30-Jun-2021	
1-4-2000-7132				FD - Equipment Replacement			7,452.14

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## DEPARTMENT 2000 FIRE DEPARTMENT

## 15050 HYDRO ONE NETWORKS

200198935146 226 SIDE RD 15/16 N

1-4-2000-2029

FD - Hydro - 226 15th &amp; 16th Side Rd N

96 31-May-2021 30-Jun-2021

30.57

## 19070 SPECTRUM TELECOM GROUP LTD

SRVCE059833 REPLACEMENT FIRE RADIO

1-4-2000-2056

FD - Radio Upgrades

96 02-Jun-2021 30-Jun-2021

12,946.41

SRVCE060499 RELOCATING RADIO

1-4-2000-2054

FD - Radio Maintenance &amp; Licensing

96 27-May-2021 30-Jun-2021

549.01

Department Totals : 29,885.31

## DEPARTMENT 2002 FIRE TRAINING

## 13013 MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)

101-64333 TAPE MEASURE AND GARBAGE BAGS

1-4-2002-2010

FT - Training expenses

96 09-Jun-2021 30-Jun-2021

44.06

## 18070 TOWNSHIP OF RYERSON

RTO 2021-26 2021 REGIONAL FIRE TRAINING 2ND QUARTER

1-4-2002-1500

FT - Regional Training

96 01-Jun-2021 30-Jun-2021

4,170.41

Department Totals : 4,214.47

## DEPARTMENT 2003 FIRE PREVENTION

## 09020 INGENIOUS SOFTWARE

7694 FIRE PRO 2 SOFTWARE

1-4-2003-2010

FP - Prevention materials &amp; supplies

96 14-Jun-2021 30-Jun-2021

6,765.31

Department Totals : 6,765.31

## DEPARTMENT 2005 FIRE MAG STATION

## 13013 MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)

101-64333 TAPE MEASURE AND GARBAGE BAGS

1-4-2005-7140

MAG STATION - Maintenance &amp; Repairs

96 09-Jun-2021 30-Jun-2021

36.11

## 19083 SELECTCOM

0004954228 LONG DISTANCE CHARGES

1-4-2005-2050

MAG STATION - Telephone

96 06-Jun-2021 30-Jun-2021

126.02

## 22030 VIA NET INTERNET SOLUTIONS

JUNE 2021 JUNE 2021 INTERNET SERVICES

1-4-2005-2050

MAG STATION - Telephone

96 21-Jun-2021 30-Jun-2021

79.09

Department Totals : 241.22

## DEPARTMENT 2006 FIRE AHMIC STATION

## 13242 MOORE PROPANE LIMITED

23011360 HEATING FUEL

1-4-2006-2024

AHMIC STATION - Heating Fuel

96 29-Mar-2021 30-Jun-2021

252.14

Department Totals : 252.14

## DEPARTMENT 2014 FIRE TRUCK #514 - TANKER

## 13021 MAP SUNDRIDGE

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G.L. Account	CC1	CC2	CC3	GL Account Name			
<b>DEPARTMENT 2014 FIRE TRUCK #514 - TANKER</b>							
717410/3	DEF FLUID				96 15-Jun-2021	30-Jun-2021	
1-4-2014-2070				TR514 - Repairs and testing			54.19
<b>16049 PRO FLEET CARE MUSKOKA NORTH BAY</b>							
166778	UNDER COATING ON TANKER				96 15-Jun-2021	30-Jun-2021	
1-4-2014-2070				TR514 - Repairs and testing			254.95
<b>Department Totals :</b>							<b>309.14</b>

<b>DEPARTMENT 2021 FIRE TRUCK #521 - 2004 FREIGHTLINER PUMP</b>							
<b>19008 SDB TRUCK &amp; EQUIPMENT REPAIRS</b>							
11853	SAFETY INSPECTION				96 11-May-2021	30-Jun-2021	
1-4-2021-2070				TR521 - Repairs and testing			1,079.15
<b>Department Totals :</b>							<b>1,079.15</b>

<b>DEPARTMENT 2100 BUILDING DEPARTMENT</b>							
<b>03065 CLOUTHIER MATTHEW</b>							
MAY 6-28/21	MAY 6 - 28/21 MILEAGE				96 02-Jun-2021	30-Jun-2021	
1-4-2100-2030				CBO - Mileage			1,045.00
<b>04006 HALL DEBBIE ANN</b>							
0001131	BUILDING LEGAL FEES				96 22-Jun-2021	30-Jun-2021	
1-4-2100-2210				CBO - Legal Fees			542.41
<b>19083 SELECTCOM</b>							
0004954228	LONG DISTANCE CHARGES				96 06-Jun-2021	30-Jun-2021	
1-4-2100-2050				CBO - Telephone			41.10
<b>Department Totals :</b>							<b>1,628.51</b>

<b>DEPARTMENT 2200 BYLAW ENFORCEMENT</b>							
<b>04031 DEEVEY CAITLIN A</b>							
M000000312	MAY 17-27/21 MILEAGE				96 31-May-2021	30-Jun-2021	
1-4-2200-2010				BLEO - Materials/Supplies			162.27
M000000317	JUNE 1-18/21 BY- LAW MILEAGE				96 14-Jun-2021	30-Jun-2021	
1-4-2200-2010				BLEO - Materials/Supplies			188.00
<b>Department Totals :</b>							<b>350.27</b>

<b>DEPARTMENT 2600 COMMUNITY DEVELOPMENT</b>							
<b>04021 DEAN'S AUTO CARE TOWNSHIP OF ARMOUR</b>							
ARM 21-51	2021 ACED 2ND QUARTER PAYMENT				96 01-Jun-2021	30-Jun-2021	
1-4-2600-2065				COM - Regional Economic Dev Dept			2,500.00
<b>04085 CINDY LEGGETT</b>							
MAY 2021	MAY 4-25/21 FITNESS CLASSES				96 31-May-2021	30-Jun-2021	
1-4-2600-2400				COM - Recreation			420.00
<b>13011 MAGNETAWAN BUILDING CENTRE (PARKS)</b>							
101-63827	STAY-CATION CHAIR				96 04-Jun-2021	30-Jun-2021	
1-4-2600-2400				COM - Recreation			13.11
<b>Department Totals :</b>							<b>2,933.11</b>

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**DEPARTMENT 3011 BRIDGES & CULVERTS**

<b>13021</b>	<b>MAP SUNDRIDGE</b>						
715157/3	TAMPER BATTERY				96 01-Jun-2021	30-Jun-2021	
1-4-3011-2010				A - Materials/Supplies			188.94
<b>Department Totals :</b>							<b>188.94</b>

**DEPARTMENT 3022 BRUSHING/TREE TRIMMING**

<b>02022</b>	<b>BLACK MOTOR SALES</b>						
54662	CHAINS AND OIL FOR BRUSHING AND TREE TRIMMING				96 08-Jun-2021	30-Jun-2021	
1-4-3022-2010				B2 - Materials/Supplies			248.89
<b>Department Totals :</b>							<b>248.89</b>

**DEPARTMENT 3023 DITCHING**

<b>01996</b>	<b>BRANDT TRACTOR LTD.</b>						
7209799	NEW WINDOW FOR RENTED EXCAVATOR				96 03-Jun-2021	30-Jun-2021	
1-4-3023-3015				B3 - Rented Equipment-Excavator			415.15
<b>02056</b>	<b>TRI-CITY EQUIPMENT</b>						
94113	MAY 24-JUNE 18/21 RENTAL OF EXCAVATOR				96 24-May-2021	30-Jun-2021	
1-4-3023-3015				B3 - Rented Equipment-Excavator			7,491.90
<b>Department Totals :</b>							<b>7,907.05</b>

**DEPARTMENT 3032 SWEEPING/CRACK SEALING**

<b>04105</b>	<b>DUNCOR ENTERPRISES INC.</b>						
2021177	STREET SWEEPING				96 28-May-2021	30-Jun-2021	
1-4-3032-4010				C2 - Contracts			13,625.77
<b>Department Totals :</b>							<b>13,625.77</b>

**DEPARTMENT 3035 CATCHBASIN VACUUMING**

<b>13169</b>	<b>MUSKOKA HYDROVAC LTD</b>						
1558	CATCH BASIN VACUUMING				96 10-Jun-2021	30-Jun-2021	
1-4-3035-4010				C5 - Contracts			1,412.50
<b>Department Totals :</b>							<b>1,412.50</b>

**DEPARTMENT 3041 GRAVEL PATCHING/WASHOUTS**

<b>03027</b>	<b>CARR AGGREGATES INC</b>						
4224	A GRAVEL FOR LANDFILL				96 13-Apr-2021	30-Jun-2021	
1-4-3041-2010				D1 - Materials/Supplies			177.95
4228	A GRAVEL				96 14-Apr-2021	30-Jun-2021	
1-4-3041-2010				D1 - Materials/Supplies			939.33
<b>13229</b>	<b>A MIRON TOPSOIL LTD</b>						
0074	7/8 A GRAVEL & PIT RUN				96 20-May-2021	30-Jun-2021	
1-4-3041-2010				D1 - Materials/Supplies			720.57
0110	SCREENED SAND, TOPSOIL, PIT RUN, AND A GRAVEL				96 27-May-2021	30-Jun-2021	
1-4-3041-2010				D1 - Materials/Supplies			4,977.73
0179	P STONE AND B GRAVEL				96 09-Jun-2021	30-Jun-2021	
1-4-3041-2010				D1 - Materials/Supplies			597.64

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## DEPARTMENT 3041 GRAVEL PATCHING/WASHOUTS

Department Totals : 7,413.22

## DEPARTMENT 3042 GRADING

10007 SCOTT JOHNSTON

25 GRADER CONTRACT MAY 11,12,13,17,18,19,20 2021

96 02-Jun-2021 30-Jun-2021

1-4-3042-4010 D2 - Contracts

6,147.20

Department Totals : 6,147.20

## DEPARTMENT 3043 DUST CONTROL

16200 POLLARD DISTRIBUTION INC

4641 DUSTMASTER FOR DUST CONTROL

96 11-Jun-2021 30-Jun-2021

1-4-3043-4010 D3 - Contracts

3,094.04

1-4-3043-2010 D3 - Materials/Supplies

6,281.85

4758 DUSTMASTER FOR DUST CONTROL

96 17-Jun-2021 30-Jun-2021

1-4-3043-4010 D3 - Contracts

3,392.75

1-4-3043-2010 D3 - Materials/Supplies

6,888.30

Department Totals : 19,656.94

## DEPARTMENT 3061 SAFETY DEVICES

13014 MAGNETAWAN BUILDING CENTRE (LANDFILL)

101-64482 FLY CATCHING RIBBONS

96 11-Jun-2021 30-Jun-2021

1-4-3061-2010 F - Materials/Supplies

363.78

103-74461 RAINSUIITS

96 11-Jun-2021 30-Jun-2021

1-4-3061-2020 F - Safety-PPE

125.40

19037 SLING-CHOKER MFG. (NORTH BAY) LTD.

87898 LANDFILL SAFETY CLOTHING

96 08-Jun-2021 30-Jun-2021

1-4-3061-2020 F - Safety-PPE

105.82

87902 RESPIRATOR

96 08-Jun-2021 30-Jun-2021

1-4-3061-2020 F - Safety-PPE

59.21

Department Totals : 654.21

## DEPARTMENT 3101 OVERHEAD

02013 BELL MOBILITY

519949447 JUI CELL PHONE CHARGES

96 09-Jun-2021 30-Jun-2021

1-4-3101-2052 J - Cell Telephone

162.40

02014 BELL MOBILITY INC

0095736633 JUNE 2021 CELL TOWER RENTAL

96 01-Jun-2021 30-Jun-2021

1-4-3101-2053 J - Communications Equipment and Tower

66.50

11010 KIDD'S HOME HARDWARE BUILDING CENTRE

2854334 COFFEE MAKER

96 14-Jun-2021 30-Jun-2021

1-4-3101-2120 J - Office

141.24

13009 MAGNETAWAN GRILL AND GROC

183215 PEROXIDE FOR FIRST AID KIT

96 19-May-2021 30-Jun-2021

1-4-3101-2120 J - Office

6.75

13012 MAGNETAWAN BUILDING CENTRE (ROADS)

101-63182 GAS CAN

96 27-May-2021 30-Jun-2021

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G.L. Account	CC1	CC2	CC3	GL Account Name				Amount

## DEPARTMENT 3101 OVERHEAD

1-4-3101-2010				J - Materials/Supplies				17.50
101-64837	SUPPLIES				96	14-Jun-2021	30-Jun-2021	
1-4-3101-2400				J - Building Maintenance				126.42
102-23263	GAS CAN, GAS TREATMENT, & PAIL				96	03-Jun-2021	30-Jun-2021	
1-4-3101-2010				J - Materials/Supplies				37.26
13240	JIM MOORE PETROLEUM							
570098	CLEAR DIESEL				96	19-May-2021	30-Jun-2021	
1-4-3101-2022				J - Clear Diesel Inventory Clearing				113.42
570099	DYED DIESEL				96	19-May-2021	30-Jun-2021	
1-4-3101-2023				J - Dyed Diesel Inventory Clearing				1,399.17
570100	PREMIUM GASLOINE				96	22-Jun-2021	30-Jun-2021	
1-4-3101-2021				J - Premium Gasoline Inventory Clearing				41.37
570449	CLEAR DIESEL				96	27-May-2021	30-Jun-2021	
1-4-3101-2022				J - Clear Diesel Inventory Clearing				1,072.09
570450	DYED DIESEL				96	27-May-2021	30-Jun-2021	
1-4-3101-2023				J - Dyed Diesel Inventory Clearing				582.49
570767	CLEAR DIESEL				96	02-Jun-2021	30-Jun-2021	
1-4-3101-2022				J - Clear Diesel Inventory Clearing				942.22
570768	DYED DIESEL				96	02-Jun-2021	30-Jun-2021	
1-4-3101-2023				J - Dyed Diesel Inventory Clearing				668.03
13242	MOORE PROPANE LIMITED							
23012336	18 MILLER ROAD PROPANE HEAT				96	14-Jun-2021	30-Jun-2021	
1-4-3101-2024				J - Heating Fuel				1,731.25
14062	NEAR NORTH INDUSTRIAL SOLUTIONS							
73781	SUPPLIES				96	20-May-2021	30-Jun-2021	
1-4-3101-2010				J - Materials/Supplies				1.07
19083	SELECTCOM							
0004954228	LONG DISTANCE CHARGES				96	06-Jun-2021	30-Jun-2021	
1-4-3101-2050				J - Telephone				54.64
20083	TRACKMATICS INC							
37615	GPS MONITORING				96	06-May-2021	30-Jun-2021	
1-4-3101-2045				J - GPS monitoring and data				501.72
23048	WHITES CUSTOM BUILDING							
145702	REPAIR WALL AROUND CALCIUM TANK AND DOOR PEAK				96	16-Jun-2021	30-Jun-2021	
1-4-3101-2400				J - Building Maintenance				4,068.00

Department Totals : 11,733.54

## DEPARTMENT 3213 COMPACTOR - 2003 CATERPILLAR

23024	WEEKS CONSTRUCTION							
77081	MARCH 25/21 FLOAT PACKER FROM SITE TO SITE				96	29-Mar-2021	30-Jun-2021	
1-4-3213-2072				COM - Floating costs				747.50

Department Totals : 747.50

## DEPARTMENT 3216 BACK HOE #3 - 2005 CASE 580 4WD

14062	NEAR NORTH INDUSTRIAL SOLUTIONS							
74129	BACKHOE #3 HOSE REPAIR				96	07-Jun-2021	30-Jun-2021	



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DEPARTMENT 3216 BACK HOE #3 - 2005 CASE 580 4WD

1-4-3216-2070

BH3 - Repairs

67.01

Department Totals :

67.01

DEPARTMENT 3221 TRUCK #21 - 2012 DODGE 2500 4X4 PICKUP

13104 MAGNETAWAN TRUCK AND TRAILER

430 TRUCK 21 OIL CHANGE AND LOOKED AT AC UNIT

96 04-Jun-2021 30-Jun-2021

1-4-3221-2070

TR21 - Repairs

200.13

Department Totals :

200.13

DEPARTMENT 3222 TRUCK #22 - 2016 FREIGHTLINER TANDEM

19008 SDB TRUCK &amp; EQUIPMENT REPAIRS

11890 TRUCK 22 MONTHLY INSPECTION

96 04-Jun-2021 30-Jun-2021

1-4-3222-2070

TR22 - Repairs

203.40

Department Totals :

203.40

DEPARTMENT 3224 TRUCK #24 - 2012 INTERNATIONAL TANDEM

14062 NEAR NORTH INDUSTRIAL SOLUTIONS

74195 REPAIRS TO WATER TANK

96 09-Jun-2021 30-Jun-2021

1-4-3224-2070

TR24 - Repairs

75.82

Department Totals :

75.82

DEPARTMENT 3227 TRUCK #27 - 2014 FREIGHTLINER TANDEM

03315 CRAIG'S WELDING &amp; FABRICATION

1702 WELDING REPAIRS TO TRUCK 27

96 30-May-2021 30-Jun-2021

1-4-3227-2070

TR27 - Repairs

273.95

19008 SDB TRUCK &amp; EQUIPMENT REPAIRS

11888 TRUCK 27 MONTHLY INSPECTION

96 04-Jun-2021 30-Jun-2021

1-4-3227-2070

TR27 - Repairs

214.70

Department Totals :

488.65

DEPARTMENT 3228 TRUCK #28 - 2018 WESTERN STAR

19008 SDB TRUCK &amp; EQUIPMENT REPAIRS

11889 TRUCK 28 MONTHLY INSPECTION

96 04-Jun-2021 30-Jun-2021

1-4-3228-2070

TR28 - Repairs

327.70

Department Totals :

327.70

DEPARTMENT 3229 TRUCK #29 - 2019 WESTERN STAR

19008 SDB TRUCK &amp; EQUIPMENT REPAIRS

11891 TRUCK 29 MONTHLY INSPECTION

96 04-Jun-2021 30-Jun-2021

1-4-3229-2070

TR29 - Repairs

209.05

Department Totals :

209.05

DEPARTMENT 3234 WATER TANK

14062 NEAR NORTH INDUSTRIAL SOLUTIONS

74266 REPAIRS TO WATER TANK

96 14-Jun-2021 30-Jun-2021

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Vendor Invoice	Vendor Name Description				Batch Invc Date	Inv Due Date	
G.L. Account	CC1	CC2	CC3	GL Account Name			Amount

## DEPARTMENT 3234 WATER TANK

1-4-3234-2070	WT - Repairs						47.01
Department Totals :							47.01

## DEPARTMENT 3800 STREETLIGHTS

## 15050 HYDRO ONE NETWORKS

200126393189	14 CONCESSION LOT 18				96 07-Jun-2021	30-Jun-2021	
1-4-3800-5016	STREET - Rockwynn Landing Light						34.18
20029713087	J HWY 124 AHMIC HARBOUR STREET LIGHT				96 03-Jun-2021	30-Jun-2021	
1-4-3800-5014	STREET - Ahmic Harbour Street Light						52.69
Department Totals :							86.87

## DEPARTMENT 4010 GARBAGE COLLECTION

## 16059 WASTE CONNECTIONS OF CANADA INC.

7113-001233-0	MAY/21 CONTRACT				96 31-May-2021	30-Jun-2021	
1-4-4010-4010	GARBAGE - Contracts						1,914.22
Department Totals :							1,914.22

## DEPARTMENT 4020 LANDFILL

## 01015 ADAMS BROS. CONSTRUCTION LTD.

141898	MAY 13- JUNE 10/21 TOILET RENTAL FOR CHAPMAN/CROFT LANDFILL SITES				96 19-May-2021	30-Jun-2021	
1-4-4020-2020	LF - Latrine Rentals/Cleaning						169.50
142815	JUNE 11 - JULY 9/21 TOILET RENTALS FOR LANDFILL SITES				96 10-Jun-2021	30-Jun-2021	
1-4-4020-2020	LF - Latrine Rentals/Cleaning						169.50

## 02013 BELL MOBILITY

519949447	JUI CELL PHONE CHARGES				96 09-Jun-2021	30-Jun-2021	
1-4-4020-2052	LF - Cell Telephone						83.94

## 02072 BELL MOBILITY

538589007	JUI LANDFILL/RECYCLING SURVEILLANCE				96 02-Jun-2021	30-Jun-2021	
1-4-4020-2420	LF - Landfill Surveillance						32.49
1-4-4020-2420	LF - Landfill Surveillance						32.49

## 11010 KIDD'S HOME HARDWARE BUILDING CENTRE

2854335	SWEEPER FLOOR MAGNET				96 14-Jun-2021	30-Jun-2021	
1-4-4020-2010	LF - Materials/Supplies						49.71

## 13014 MAGNETAWAN BUILDING CENTRE (LANDFILL)

101-63558	RECHARGEABLE BATTERIES				96 01-Jun-2021	30-Jun-2021	
1-4-4020-2010	LF - Materials/Supplies						99.35

## 102-23117 KEYS CUT

1-4-4020-2010	LF - Materials/Supplies				96 01-Jun-2021	30-Jun-2021	22.54
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## 104-60327 MARKERS

1-4-4020-2010	LF - Materials/Supplies				96 04-Jun-2021	30-Jun-2021	20.27
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## 16059 WASTE CONNECTIONS OF CANADA INC.

7113-001233-0	MAY/21 CONTRACT				96 31-May-2021	30-Jun-2021	
1-4-4020-4022	LF - Mattress/Misc item disposal bin						8,649.14

Department Totals : 9,328.93

## DEPARTMENT 4030 RECYCLING

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## DEPARTMENT 4030 RECYCLING

## 01015 ADAMS BROS. CONSTRUCTION LTD.

141898	MAY 13- JUNE 10/21 TOILET RENTAL FOR CHAPMAN/CROFT LANDFILL SITES	96	19-May-2021	30-Jun-2021	
1-4-4030-2015	RECY - Latrine Rentals/Cleaning				169.50

142815	JUNE 11 - JULY 9/21 TOILET RENTALS FOR LANDFILL SITES	96	10-Jun-2021	30-Jun-2021	
1-4-4030-2015	RECY - Latrine Rentals/Cleaning				169.50

## 02013 BELL MOBILITY

519949447 JUI	CELL PHONE CHARGES	96	09-Jun-2021	30-Jun-2021	
1-4-4030-2052	RECY - Cell Telephone				42.96

## 16059 WASTE CONNECTIONS OF CANADA INC.

7113-001233-0	MAY/21 CONTRACT	96	31-May-2021	30-Jun-2021	
1-4-4030-4012	RECY - Recycling Curbside				2,016.52
1-4-4030-4014	RECY - Recycling Depot				4,185.50

## 18069 MARJORIE ROSE ROBINSON

2021-09	YEAR END CAPITAL ASSETS AND DATACALL	96	12-Jun-2021	30-Jun-2021	
1-4-4030-2010	RECY - Materials/Supplies				423.75

Department Totals : 7,007.73

## DEPARTMENT 6010 HOMES FOR THE AGED

## 05010 EASTHOLME HOME FOR THE AGED

JUNE 30/21	EASTHOLME 2ND QUARTER LEVY	96	06-May-2021	30-Jun-2021	
1-4-6010-2010	HOME - Eastholme				58,007.00

Department Totals : 58,007.00

## DEPARTMENT 7200 PARKS

## 13009 MAGNETAWAN GRILL AND GROC

182780	SPRING WATER	96	14-May-2021	30-Jun-2021	
1-4-7200-2010	PARKS - Materials/Supplies				10.50

184075	SPRING WATER	96	26-May-2021	30-Jun-2021	
1-4-7200-2010	PARKS - Materials/Supplies				10.50

## 13011 MAGNETAWAN BUILDING CENTRE (PARKS)

101-64789	SOIL FOR FLOWERS	96	12-Jun-2021	30-Jun-2021	
1-4-7200-2012	PARKS - Flowers				6.09

102-23893	GARDEN MULCH	96	10-Jun-2021	30-Jun-2021	
1-4-7200-2012	PARKS - Flowers				33.83

102-24067	SOIL FOR FLOWERS	96	12-Jun-2021	30-Jun-2021	
1-4-7200-2012	PARKS - Flowers				6.09

102-24093	FERTILIZER, GARBAGE BAGS & TOILET PAPER	96	14-Jun-2021	30-Jun-2021	
1-4-7200-2010	PARKS - Materials/Supplies				203.28
1-4-7200-2012	PARKS - Flowers				7.87

103-74064	SOIL MIX	96	03-Jun-2021	30-Jun-2021	
1-4-7200-2012	PARKS - Flowers				60.91

103-74065	PLANT FERTILIZER	96	03-Jun-2021	30-Jun-2021	
1-4-7200-2012	PARKS - Flowers				9.01

103-74858	PRESSURE HOSE	96	22-Jun-2021	30-Jun-2021	
1-4-7200-2012	PARKS - Flowers				9.14

103-75066	SUPPLIES	96	21-Jun-2021	30-Jun-2021	
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## DEPARTMENT 7200 PARKS

1-4-7200-2010				PARKS - Materials/Supplies			24.37
104-60522	PRESURE WASHER DETERGENT				96 08-Jun-2021	30-Jun-2021	
1-4-7200-2010				PARKS - Materials/Supplies			40.66
23045	R.C. WEIDMARK SERVICES						
6739	LAWN MOWER REPAIR				96 11-Jun-2021	30-Jun-2021	
1-4-7200-2400				PARKS - Repairs & Maintenance			90.40
Department Totals :							512.65

## DEPARTMENT 7205 PARKS OVERHEAD

02013	BELL MOBILITY						
519949447	JUI CELL PHONE CHARGES				96 09-Jun-2021	30-Jun-2021	
1-4-7205-2052				P - Cell Telephone			39.45
15050	HYDRO ONE NETWORKS						
200100056780	6527 HWY 124				96 01-Jun-2021	30-Jun-2021	
1-4-7205-2030				P - Hydro			30.64
19083	SELECTCOM						
0004954228	LONG DISTANCE CHARGES				96 06-Jun-2021	30-Jun-2021	
1-4-7205-2050				P - Telephone			41.10
20083	TRACKMATICS INC						
37571	GPS MONITORING				96 05-Jun-2021	30-Jun-2021	
1-4-7205-2045				P - GPS monitoring and data			118.65
Department Totals :							229.84

## DEPARTMENT 7214 PARKS TRAILERS

04021	DEAN'S AUTO CARE						
14118	PURCHASED AND INSTALL PARKS TRAILER TIRES				96 03-Jun-2021	30-Jun-2021	
1-4-7214-2070				PARKS TRAILERS - Repairs			314.14
Department Totals :							314.14

## DEPARTMENT 7216 PARKS TRUCK #11- 2007 DODGE PICKUP

04021	DEAN'S AUTO CARE						
13877	TRUCK 11 OIL CHANGE AND BRAKE REPAIRS				96 12-May-2021	30-Jun-2021	
1-4-7216-2070				TR11 - Repairs			995.73
Department Totals :							995.73

## DEPARTMENT 7300 COMMUNITY CENTRE AND PAVILION

13011	MAGNETAWAN BUILDING CENTRE (PARKS)						
103-74032	WASTE BASKET AND PAPER TOWELS				96 02-Jun-2021	30-Jun-2021	
1-4-7300-2010				HALL - Materials/Supplies			81.72
103-74296	PAPER TOWELS & LYSOL				96 08-Jun-2021	30-Jun-2021	
1-4-7300-2010				HALL - Materials/Supplies			108.67
104-60359	PATCH CONCRETE				96 04-Jun-2021	30-Jun-2021	
1-4-7300-2400				HALL - Repairs & Maintenance			15.23
13242	MOORE PROPANE LIMITED						
23012254	PROPANE				96 09-Jun-2021	30-Jun-2021	
1-4-7300-2024				HALL - Heating Fuel			367.80

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**DEPARTMENT 7300 COMMUNITY CENTRE AND PAVILION**

<b>19083</b>	<b>SELECTCOM</b>						
0004954228	LONG DISTANCE CHARGES				96 06-Jun-2021	30-Jun-2021	
1-4-7300-2050				HALL - Telephone			41.10
<b>20022</b>	<b>TOTAL POWER</b>						
SALES011073	COMMUNITY CENTRE GENERATOR MAINTENANCE				96 02-Jun-2021	30-Jun-2021	
1-4-7300-3030				HALL - Generator Expenses			1,898.40
<b>Department Totals :</b>							<b>2,512.92</b>

**DEPARTMENT 7500 LOCKS**

<b>13010</b>	<b>MAGNETAWAN BUILDING CENTRE (COM DEV)</b>						
104-60875	FAN & WATER COOLER FOR SUMMER STUDENTS				96 14-Jun-2021	30-Jun-2021	
1-4-7500-2010				LOCKS - Materials and Supplies			63.48
<b>Department Totals :</b>							<b>63.48</b>

**DEPARTMENT 7600 HERITAGE CENTRE**

<b>16052</b>	<b>PCI OFFICE INTERIORS</b>						
4516	HERITAGE CENTRE DISPLAY CASE				96 10-Jun-2021	30-Jun-2021	
1-4-7600-8000				HERITAGE - Capital			5,152.80
<b>Department Totals :</b>							<b>5,152.80</b>

**DEPARTMENT 7700 AHMIC COMMUNITY CENTRE**

<b>15050</b>	<b>HYDRO ONE NETWORKS</b>						
200198932621	60 AHMIC STREET				96 01-Jun-2021	30-Jun-2021	
1-4-7700-2030				AHMIC - Hydro			407.19
<b>19083</b>	<b>SELECTCOM</b>						
0004954228	LONG DISTANCE CHARGES				96 06-Jun-2021	30-Jun-2021	
1-4-7700-2050				AHMIC - Telephone			41.10
<b>Department Totals :</b>							<b>448.29</b>

**DEPARTMENT 8010 PLANNING & DEVELOPMENT**

<b>02071</b>	<b>BEATTY PRINTING</b>						
48583	BUSINESS CARDS AND PLANNING MAP				96 01-Jun-2021	30-Jun-2021	
1-4-8010-5014				PLN - General			149.72
<b>Department Totals :</b>							<b>149.72</b>

**Computer Paid Total : 224,508.67**

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G.L. Account	CC1	CC2	CC3	GL Account Name	Batch	Inv Date	Inv Due Date	Amount	
<b>DEPARTMENT 1000</b>	<b>LIABILITIES</b>								
<b>07068</b>	<b>GREEN SHIELD CANADA EFT</b>								
JUNE/21	JUNE 2021 GREEN SHIELD GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-2-1000-1055				Benefits Payable - librarian				352.73	
<b>13023</b>	<b>MANULIFE FINANCIAL EFT</b>								
JUNE/21	JUNE 2021 MANULIFE GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-2-1000-1055				Benefits Payable - librarian				115.24	
1-2-1000-1050				Benefits Payable				843.94	
<b>18043</b>	<b>RECEIVER GENERAL</b>								
JUNE 1-15/21	JUNE 1-15/21 PAYROLL REMITTANCE				98	15-Jun-2021	30-Jun-2021		
1-2-1000-1049				Income Tax Payable				6,832.84	
1-2-1000-1048				EI Payable				1,383.21	
1-2-1000-1047				CPP Payable				4,233.56	
<b>18044</b>	<b>RECEIVER GENERAL</b>								
JUNE 1-15/21	JUNE 1-15/21 PAYRO;; REMITTANCE				98	15-Jun-2021	30-Jun-2021		
1-2-1000-1049				Income Tax Payable				1,711.24	
1-2-1000-1047				CPP Payable				1,252.38	
1-2-1000-1048				EI Payable				507.59	
<b>18089</b>	<b>ROYAL BANK VISA EFT</b>								
304060578	GO TO MEETING FOR COUNCIL				98	29-May-2021	30-Jun-2021		
1-4-1000-2010				COUNCIL - Materials and Supplies				29.38	
<b>Department Totals :</b>								<b>17,262.11</b>	

<b>DEPARTMENT 1200</b>	<b>ADMINISTRATION</b>								
<b>07068</b>	<b>GREEN SHIELD CANADA EFT</b>								
JUNE/21	JUNE 2021 GREEN SHIELD GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-4-1200-1010				ADMIN - Wages and benefits				1,062.73	
<b>13023</b>	<b>MANULIFE FINANCIAL EFT</b>								
JUNE/21	JUNE 2021 MANULIFE GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-4-1200-1010				ADMIN - Wages and benefits				586.30	
<b>18085</b>	<b>ROYAL BANK VISA EFT</b>								
26012201	RETURN SHIPMENT OF PRIVACY SCREEN - CANADA POST				98	17-May-2021	30-Jun-2021		
1-4-1200-2010				ADMIN - Office Supplies				50.06	
<b>18089</b>	<b>ROYAL BANK VISA EFT</b>								
857305932	WHITE NOISE MACHINE - AMAZON				98	26-May-2021	30-Jun-2021		
1-4-1200-2010				ADMIN - Office Supplies				35.47	
913690553	KYOCERA TONER				98	02-Jun-2021	30-Jun-2021		
1-4-1200-2010				ADMIN - Office Supplies				273.39	
<b>Department Totals :</b>								<b>2,007.95</b>	

<b>DEPARTMENT 1300</b>	<b>TREASURY</b>								
<b>07068</b>	<b>GREEN SHIELD CANADA EFT</b>								
JUNE/21	JUNE 2021 GREEN SHIELD GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-4-1300-1010				TREAS - Wages and benefits				707.70	
<b>13023</b>	<b>MANULIFE FINANCIAL EFT</b>								
JUNE/21	JUNE 2021 MANULIFE GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-4-1300-1010				TREAS - Wages and benefits				341.63	
<b>18088</b>	<b>ROYAL BANK VISA EFT</b>								

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G.L. Account	CC1	CC2	CC3	GL Account Name					Amount
DEPARTMENT 1300	TREASURY								
JUNE 14/21	FORMS BINDERS FOR TRUCK AND TONER					98	14-Jun-2021	30-Jun-2021	
1-4-1300-2025	TREAS - Covid 19 Safe Restart Expenses								397.44
Department Totals :									1,446.77

DEPARTMENT 2000		FIRE DEPARTMENT							
07068	GREEN SHIELD CANADA EFT								
JUNE/21	JUNE 2021 GREEN SHIELD GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-4-2000-1010	FD - Wages & Benefits-Fire Chief								353.68
13023	MANULIFE FINANCIAL EFT								
JUNE/21	JUNE 2021 MANULIFE GROUP BENEFIT PREMIUM				98	24-Jun-2021	30-Jun-2021		
1-4-2000-1010	FD - Wages & Benefits-Fire Chief								169.46
18088	ROYAL BANK VISA EFT								
06038369111	INDEPENDENT - WATER				98	14-Jun-2021	30-Jun-2021		
1-4-2000-2018	FD - PPE & Fire Supplies								20.00
30649	MEDICAL BAG REPLACEMENT-SANDS CANADA				98	21-Jun-2021	30-Jun-2021		
1-4-2000-7132	FD - Equipment Replacement								680.42
					Department Totals :				1,223.56

DEPARTMENT 2005		FIRE MAG STATION			
12045	LAKELAND POWER - EFT				
072642-00 MAY 81 ALBERT STREET - FIRE HALL				98	17-May-2021 30-Jun-2021
1-4-2005-2030		MAG STATION - Hydro			144.45
Department Totals :					144.45

DEPARTMENT 2200		BYLAW ENFORCEMENT							
18085	ROYAL BANK VISA EFT								
26062801	BYLAW REGISTERED LETTERS			98	26-May-2021	30-Jun-2021			
1-4-2200-2010		BLEO - Materials/Supplies							36.68
26077501	BYLAW REGISTERED LETTER			98	28-May-2021	30-Jun-2021			
1-4-2200-2010		BLEO - Materials/Supplies							12.23
26204401	BYLAW REGISTERED LETTER - CANADA POST			98	18-Jun-2021	30-Jun-2021			
1-4-2200-2010		BLEO - Materials/Supplies							12.23
				Department Totals :					61.14

DEPARTMENT 2600		COMMUNITY DEVELOPMENT			
18089	ROYAL BANK VISA EFT				
702-49252458-7	DISPLAY CASE - AMAZON	98	09-Jun-2021	30-Jun-2021	
1-4-2600-2350	COM - Signage				204.63
9805240470960	CANADA DAY DECORATIONS - PARTY CITY	98	14-Jun-2021	30-Jun-2021	
1-4-2600-2015	COM - Events				301.21
Department Totals :					505.84

<b>DEPARTMENT 3101</b>	<b>OVERHEAD</b>								
<b>07068</b>	<b>GREEN SHIELD CANADA EFT</b>								
JUNE/21	JUNE 2021 GREEN SHIELD GROUP BENEFIT PREMIUM					98	24-Jun-2021	30-Jun-2021	
1-4-3101-1010	J - Wages and benefit								1,768.08



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G.L. Account	CC1	CC2	CC3	GL Account Name					Amount
DEPARTMENT 3101				OVERHEAD					
13023				MANULIFE FINANCIAL EFT					
JUNE/21				JUNE 2021 MANULIFE GROUP BENEFIT PREMIUM		98	24-Jun-2021	30-Jun-2021	
1-4-3101-1010				J - Wages and benefits					799.94
Department Totals :									2,568.02

DEPARTMENT 4020				LANDFILL					
07068				GREEN SHIELD CANADA EFT					
JUNE/21				JUNE 2021 GREEN SHIELD GROUP BENEFIT PREMIUM		98	24-Jun-2021	30-Jun-2021	
1-4-4020-1010				LF - Wages and benefits					291.48
13023				MANULIFE FINANCIAL EFT					
JUNE/21				JUNE 2021 MANULIFE GROUP BENEFIT PREMIUM		98	24-Jun-2021	30-Jun-2021	
1-4-4020-1010				LF - Wages and benefits					221.24
Department Totals :									512.72

DEPARTMENT 7200				PARKS					
07068				GREEN SHIELD CANADA EFT					
JUNE/21				JUNE 2021 GREEN SHIELD GROUP BENEFIT PREMIUM		98	24-Jun-2021	30-Jun-2021	
1-4-7200-1010				PARKS - Wages and benefits					1,059.23
13023				MANULIFE FINANCIAL EFT					
JUNE/21				JUNE 2021 MANULIFE GROUP BENEFIT PREMIUM		98	24-Jun-2021	30-Jun-2021	
1-4-7200-1010				PARKS - Wages and benefits					298.98
Department Totals :									1,358.21

DEPARTMENT 8010				PLANNING & DEVELOPMENT					
18089				ROYAL BANK VISA EFT					
4265531				GENERAL PLANNING - LAND REGISTRY		98	24-Jun-2021	30-Jun-2021	
1-4-8010-5014				PLN - General					16.30
4266888				PLAN M291/M391 - LAND REGISTRY		98	07-Jun-2021	30-Jun-2021	
1-4-8010-5014				PLN - General					32.60
4275982				PROPERTY INDEX MAP - LAND REGISTRY		98	11-Jun-2021	30-Jun-2021	
1-4-8010-5014				PLN - General					5.65
4275990				PARCEL REGISTER - LAND REGISTRY		98	11-Jun-2021	30-Jun-2021	
1-4-8010-5014				PLN - General					33.28
4276051				PARCEL REGISTER - LAND REGISTRY		98	11-Jun-2021	30-Jun-2021	
1-4-8010-5014				PLN - General					33.28
4276063				PARCEL REGISTER - LAND REGISTRY		98	11-Jun-2021	30-Jun-2021	
1-4-8010-5014				PLN - General					33.28
Department Totals :									154.39

EFT Paid Total : 27,245.16

Total Unpaid for Approval :	0.00
Total Manually Paid for Approval :	0.00
Total Computer Paid for Approval :	224,508.67
Total EFT Paid for Approval :	27,245.16
Grand Total ITEMS for Approval :	<u>251,753.83</u>

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**  
**BY-LAW NO. \_\_\_\_\_**

Being a By-law to amend By-law No. 2001-26, as amended, the Zoning By-law for the Corporation of the Municipality of Magnetawan with respect to lands located on Concession A, Lots 72 & 73 & Part Lot 74 REM PCL 821 SS, former Township of Spence, Municipality of Magnetawan, municipally known as 1743 Nipissing Road South, Magnetawan (Roll: 494404000601400).

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

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

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

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

1. Schedule 'A-3', to Zoning By-law No. 2001-26 as amended, is further amended by zoning the lands legally described as Concession A, Lots 72 & 73 & Part Lot 74 REM PCL 821 SS, former Township of Spence, Municipality of Magnetawan, municipally known as 1743 Nipissing Road South, Magnetawan from the "Agricultural (A) Zone" to the "Rural Residential (RR) Zone" and the "Rural Exception Eight (RU-8) Zone" as shown on Schedule 'A-1' attached forming part of this By-law.
2. Section 4.6 of By-law 2001-26 is hereby amended by adding the following section.

***4.3.3.3 Rural Exception Eight (RU-8) Zone, as amended.***

*Notwithstanding the provisions of this By-law to the contrary, within the Rural Exception Eight (RU-8) Zone the following shall apply:*

1. *A Contractor's Yard shall be permitted.*
2. *Outdoor storage areas within the Rural Exception Eight (RU-8) Zone shall be screened from views from the roadway and adjacent residential uses.*
3. *All development shall be subject to Site Plan Control pursuant to Section 41 of the Planning Act.*

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

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

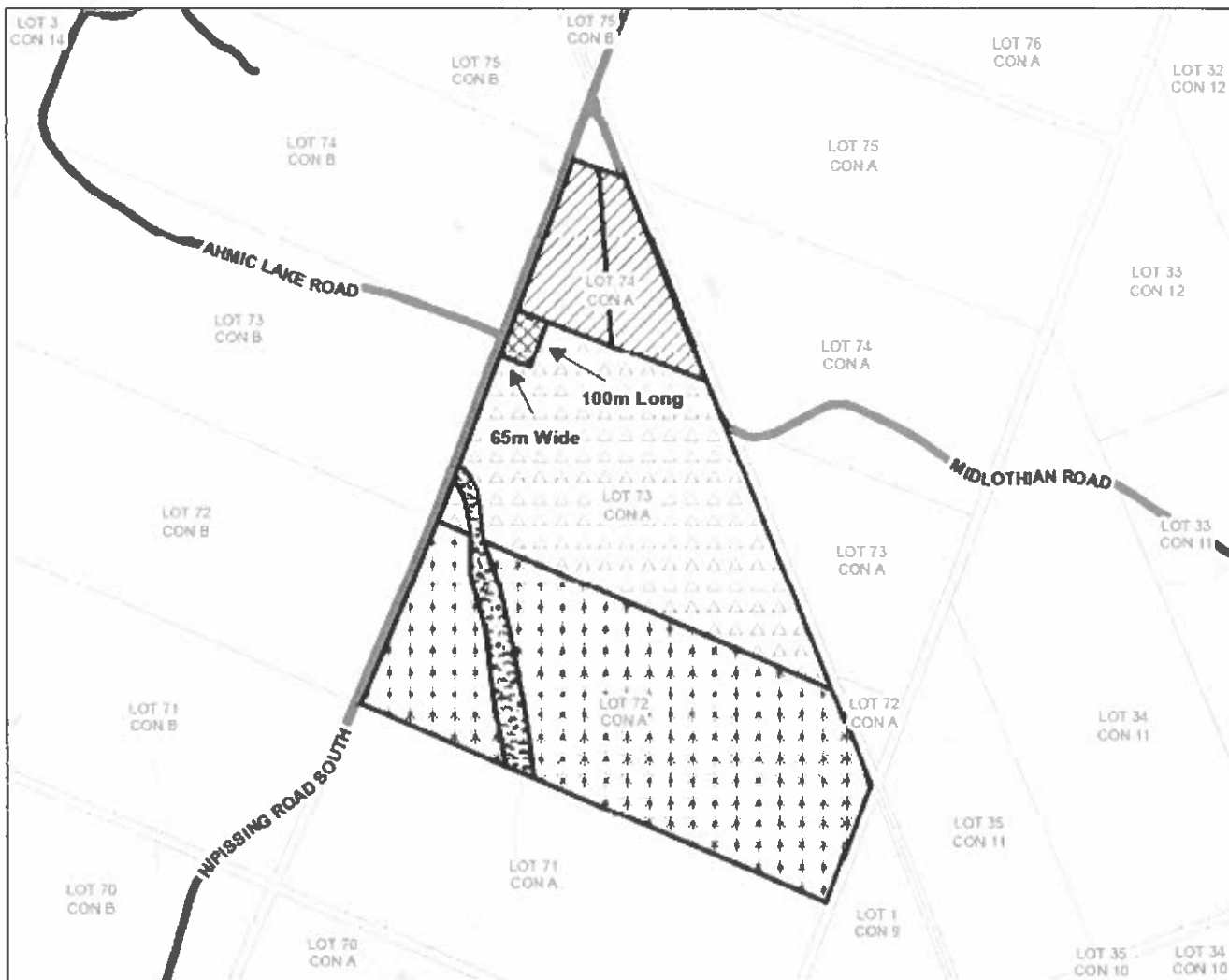
\_\_\_\_\_  
Sam Dunnett, Mayor






\_\_\_\_\_  
Kerstin Vroom, Clerk



## Schedule 'A' to Zoning By-law Amendment \_\_\_\_\_

1743 Nipissing Road South  
Lots 72 and 73, Concession A  
Part of Lot 74, Concession A  
Geographic Township of Spence  
Municipality of Magnetawan  
District of Parry Sound



-  Lands to be rezoned from Agricultural (A) Zone to Rural Residential (RR) Zone
-  Lands to be rezoned from Agricultural (A) Zone to Rural Exception 8 (RU-8) Zone
-  Lands to be rezoned from Agricultural (A) Zone to Rural (RU) Zone
-  Lands to remain Rural (RU) Zone
-  Lands to remain Environmental Protection (EP) Zone

This is Schedule 'A' to Zoning By-law \_\_\_\_\_  
Passed this \_\_\_\_ day of \_\_\_\_\_, 2021

Mayor \_\_\_\_\_

Clerk \_\_\_\_\_

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**SITE PLAN AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

Munn, Amanda

Munn, Nigel

Saunders, Charles

Saunders, Linda

(hereinafter called the "OWNER")  
OF THE FIRST PART

- and -

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

(hereinafter called the "MUNICIPALITY")  
OF THE SECOND PART

**WHEREAS** the lands that are the subject to this Agreement are the lands described in Schedule "A" attached hereto and as specifically shown on a Site Plan attached hereto as Schedule "B" and which lands are referred to herein as "said land";

**AND WHEREAS the OWNER** has obtained a zoning by-law amendment as part of the provisional consent from the Central Almaguin Planning Board on April 21, 2021 under File B017/20, MAGNETAWAN;

**AND WHEREAS** one of the conditions of the approval of this zoning by-law amendment is that the Owner enter into a Site Plan Agreement to preserve existing vegetation along Nipissing Road and the interior side lot lines to maintain rural characteristics;

**AND WHEREAS the OWNER** must enter into a Site Plan Agreement as a condition of the zoning by-law amendment to ensure a fencing/vegetation buffer is maintained around the specified contractor's yard to the satisfaction of the Municipality and protect sightlines and noise from the abutting residential properties;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and for other good and valuable consideration (the receipt of which is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. **SCOPE OF AGREEMENT**

1.1 **DESCRIPTION OF LANDS**

The land affected by this Agreement are the lands described in Schedule "A" attached hereto, and as specifically shown on Schedule "B" attached hereto and referred to herein as "said lands".

1.2 **CONFORMITY OF AGREEMENT**

The OWNER covenants and agrees that all new work performed on the subject lands shall be in conformity with:

- a) The provisions of this Agreement;
- b) The Site Plan attached as Schedule 'B';
- c) All applicable Municipal By-laws and all applicable Provincial and Federal legislation.

2. **REGISTRATION OF THE AGREEMENT**

- 2.1 The OWNER agrees that all documents required herein shall be submitted in a form suitable to the MUNICIPALITY and suitable for registration.
- 2.2 The Agreement shall be registered on title to the subject lands as provided for by Section 41(10) of the Planning Act, by the Municipality, at the expense of the OWNER.
- 2.3 The OWNER agrees to reimburse the MUNICIPALITY for all administrative and professional costs incurred in preparing, executing and registering this Agreement.
- 2.4 The OWNER agrees not to make any application or request to deregister this Agreement without the authorization in writing from the MUNICIPALITY.
- 2.5 All offers of Purchase and Sale shall contain a clause advising the potential purchaser of this Agreement

3. **ISSUANCE OF BUILDING PERMITS**

- 3.1 The OWNER agrees to not request the Chief Building Official to issue a building permit to carry out the development until the Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the MUNICIPALITY.
- 3.2 It is agreed that if the OWNER fails to apply for a building permit or permits to implement this Agreement within two (2) years after registration, then the MUNICIPALITY, at its option, has the right to terminate the Agreement and require that a new Site Plan Agreement be submitted for approval and execution.

4. **DEVELOPMENT PROVISIONS**

- 4.1 The OWNER agrees to develop the subject lands in accordance with the Site Plan being Schedule "B" attached hereto, and agree that no work will be performed on the subject lands except in conformity with all provisions of this Agreement.
- 4.2 The OWNER agrees that external lighting facilities on the subject lands and buildings will be designed and constructed so as to avoid the illumination of adjacent properties and waterways and agrees to only use a level of illumination that is consistent with the natural beauty of the surrounding properties and waterbody. All lighting shall be dark sky compliant lighting.
- 4.3 The OWNER further agrees to provide and maintain appropriate construction mitigation measures during any construction activity to ensure that there are no adverse environmental impacts on the natural heritage features including any watercourse or waterbody.
- 4.4 The OWNER further agrees to preserve and maintain the existing natural vegetation on the said lands outside of those areas identified for building, septic and driveways as shown on Schedule "B", the site plan.
- 4.5 The OWNER further agrees to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and wastewater from the land and from any buildings or structures thereon as shown on Schedule "B" and will ensure that the natural drainage is not altered in any way that will cause damage to any adjacent lands, public highway or waterbody. The installation of storm water management works and the final grading of the subject lands, including any and all necessary ditching, culverts and construction mitigation measures will be provided by the OWNER.
- 4.6 The OWNER agrees to ensure that the natural drainage is not altered in any way that will cause damage to the vegetative buffers, any adjacent lands, or any river, stream, waterbody or to any public road.

5. **OTHER REQUIREMENTS**

- 5.1 The OWNER agrees that nothing in this Agreement shall relieve him or her from complying with all other applicable agreements, by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY or its Chief Building Official from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.



6. **BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, PENALTY**

- 6.1 This Agreement may only be amended or varied by a written document executed by the parties hereto and registered against the title to the subject lands.
- 6.2 Following the completion of the works, the OWNER shall maintain to the satisfaction of the MUNICIPALITY, and at his or her sole expense, all the facilities or works described on Schedule "B".
- 6.3 This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 6.4 The OWNER acknowledges that the Agreement is entered into under the provisions of Section 41(10) of the Planning Act, and that the expenses of the MUNICIPALITY arising out of the enforcement of this Agreement may, in addition to any other remedy the Municipality may have at law, be recovered as taxes under Section 427 of the Municipal Act, 2001, S.O. 2001, c.25 as amended.
- 6.5 The Agreement shall come into effect on the date of execution by the MUNICIPALITY.
- 6.6 Nothing in this Agreement shall relieve the OWNER from complying with all other applicable by-laws, laws or regulations of the MUNICIPALITY or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the MUNICIPALITY from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.
- 6.7 The definitions of Municipality of Magnetawan Zoning By-law 2001-26, as amended, shall be used to define any terms used in this Agreement.

7. **CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE MUNICIPALITY**

- 7.1 Prior to the execution of this Agreement by the MUNICIPALITY, the OWNER shall:
- a) Taxes — have paid all municipal tax bills issued and outstanding on the said lands;
  - b) Postponements to this Agreement — have delivered to the MUNICIPALITY all postponements of any prior encumbrances so that this Agreement will be first priority against the said lands;
  - c) Land Ownership — be the registered owner in fee simple of the lands described in Schedule 'A'.

8. **NOTICE**

- 8.1 Any notice, required to be given pursuant to the terms hereto, shall be in writing and mailed or delivered to the other at the following addresses:

OWNER'S NAME AND ADDRESS: Amanda & Nigel Munn  
1576 Ahmic Lake Rd,  
Magnetawan, ON  
P0A 1P0

Charles & Linda Saunders  
64 Johnston Road,  
Magnetawan, ON  
P0A 1P0

MUNICIPALITY: Kerstin Vroom, Clerk  
Municipality of Magnetawan  
P.O. Box 70  
Magnetawan, ON  
P0A 1P0

**THIS AGREEMENT** shall inure to the benefit of and be binding upon the OWNER and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the OWNER and the MUNICIPALITY have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Amanda Munn

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Nigel Munn

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Charles Saunders

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Linda Saunders

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

\_\_\_\_\_  
Mayor  
Sam Dunnett

\_\_\_\_\_  
CAO/Clerk  
Kerstin Vroom

We have authority to bind the corporation

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF THE LANDS**

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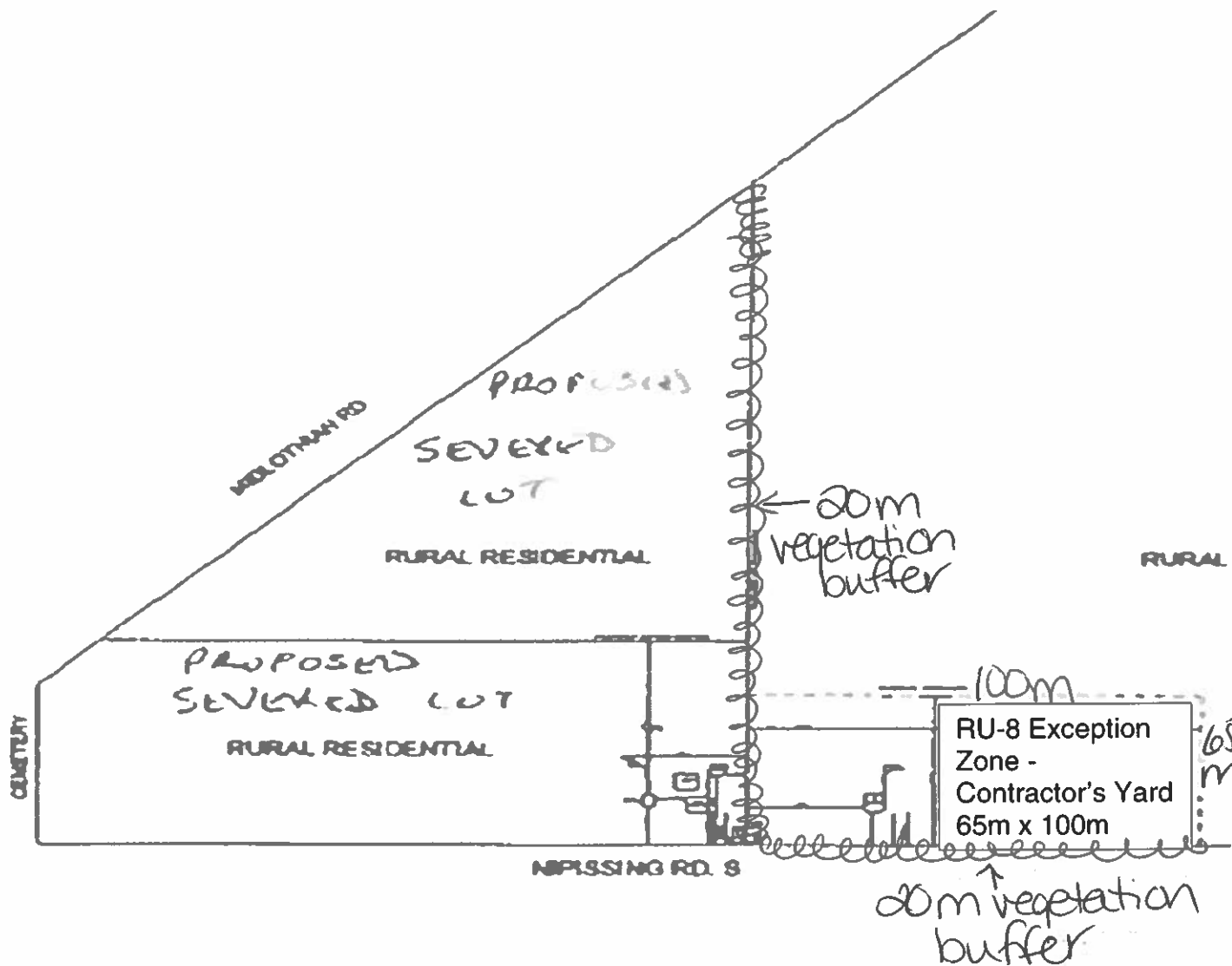
SPENCE CON A LOTS 72 & 73 & PT LOT 74 REM PCL 821 SS,  
municipally known as 1743 NIPISSING RD S

## SCHEDULE "B"

### SITE PLAN

The Site Plan signed by the Chief Administrative Officer/Clerk of the Municipality of Magnetawan on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Clerk



**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2021 -**

**Being a By-law to confirm the proceedings of Council June 30, 2021**

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**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 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 30th day of June 2021.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

---

CAO/Clerk

Ministry of Agriculture,  
Food and Rural Affairs

Ministère de l'Agriculture,  
de l'Alimentation et des  
Affaires rurales

4th Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: 1-877-424-1300  
Email: [RED@ontario.ca](mailto:RED@ontario.ca)

4<sup>e</sup> étage  
1 Stone Road West  
Guelph (Ontario) N1G 4Y2  
Tél.: 1-877-424-1300  
Courriel: [RED@ontario.ca](mailto:RED@ontario.ca)

On desk June 30, 2021



## Rural Programs Branch

May 14, 2021

File Number: RED5-09516

Laura Brandt, Acting Deputy Clerk

Email: [deputyclerk@magnetawan.com](mailto:deputyclerk@magnetawan.com)

The Corporation of the Municipality of Magnetawan  
4304 Highway 520 P.O.Box 70  
Magnetawan, ON, P0A 1P0

Dear Laura Brandt:

Thank you for submitting your application titled "**Beautification of the Municipality of Magnetawan**" to the Rural Economic Development program.

I am pleased to inform you that your project has been conditionally approved to receive funding at **thirty percent (30%)** of your eligible costs up to the amount of **\$15,930.00**. This is subject to the execution of a Contribution Agreement ("CA") between the recipient(s) and the Ministry of Agriculture, Food and Rural Affairs ("Ministry").

Funding decisions are based on the merits of each individual application using the program assessment criteria. Only those projects with the highest alignment to the program outcomes are approved for funding.

**Note:** Your conditionally approved funding must be kept confidential until an announcement has been made by the Ministry.

There are **four (4) steps** below to update / confirm the information we have on your file. The requested information must be returned by **June 11, 2021** or your conditional approval may be withdrawn.

### STEP 1: LEGAL INFORMATION AND TPON

Confirm the information listed below. It is important that the information is accurate (including the spelling of the legal name, CRA number and signatories).

**Legal name:** The Corporation of the Municipality of Magnetawan

**CRA Number:** 875093189



Good Things  
Grow in Ontario  
A bonne terre,  
bons produits



**Signatory 1**

Name:

Title:

**Signatory 2**

Name:

Title:

**TPON Registration:**

Funding recipients are required to register their information through the Province of Ontario's Transfer Payment Ontario (TPON) system, an online registration tool. The completion of the TPON is required before your CA can be executed by the Province.

If your municipality/organization is not registered in TPON, please follow the instructions at [www.grants.gov.on.ca](http://www.grants.gov.on.ca) to complete the registration process. Please call the Transfer Payment Ontario Help Desk at 1-855-216-3090 or (416) 325-6691 to complete the process or if you have questions regarding the status of your registration (e.g., showing as "Draft" or "Submitted").

If you are registered in the TPON system, please ensure your information is current and up-to-date.

**STEP 2: SOURCES OF FUNDING**

Please confirm the details set out in Table #1 (Sources of Funds). Note: Rural Economic Development program funding that has been requested cannot be increased and must match or be lesser than the funding approved.

**Table #1**

<b>Sources of Funds</b>	<b>Amount</b>
The Corporation of the Municipality of Magnetawan	\$37,170.00
RED Funding	\$15,930.00
<b>TOTAL</b>	<b>\$53,100.00</b>

**STEP 3: DATE CONFIRMATION**

Confirm your project start and completion date. Advise of any adjustments that may be required. Your request may require Ministry approval.

**Table #2**

	<b>Project Start Date</b>	<b>Project Completion Date</b>
<b>Project Timeline per Application</b>	05/04/2021	06/30/2023
<b>Updated (if necessary)</b>		

#### STEP 4: ELIGIBLE COSTS

As noted in the Rural Economic Development program guidelines, eligible project costs cannot be incurred prior to the date that the Ministry approves the project. This project's approval date is **May 4, 2021. Eligible costs can only be incurred on or after this date.**

Note: Total Eligible Costs cannot be increased.

The costs deemed eligible for your project, following the review of your application, are:

**Table #3**

**Eligible Cost Items**

Wifi equipment (for Ahmic Harbour Community Centre)

Wayfinding signage (Ahmic Harbour Community Centre, Commemorative Park, boat launches, beaches and downtown areas)

Public art (mural at Heritage Center Museum)

Flowers

Christmas lights

**Total Eligible Costs**

**\$53,100.00**

In addition, please provide a Certificate of Insurance for comprehensive general liability insurance with coverage for at least \$2 million per occurrence for the term of the Contribution Agreement. This insurance must show the Province (Her Majesty the Queen in right of Ontario) as an additional insured party on the policy, provide a right of "first call" over other persons and contain the endorsements specified by the Contribution Agreement. This is required prior to executing and throughout the term of the Contribution Agreement. Note: a "sample" Certificate of Insurance has been included for reference purposes.

Once the above information is reviewed by the Ministry to ensure completeness and has been accepted by the Ministry, we will send out the CA for your signature. Please be prepared to return the signed CA in a timely manner.

**Return this letter with your updates by email to [RED@ontario.ca](mailto:RED@ontario.ca) by June 11, 2021 or your conditional approval may be withdrawn.**

Should you have any questions or require additional information, please do not hesitate to contact your project analyst, Lynda Gourlay, at: [lynda.gourlay@ontario.ca](mailto:lynda.gourlay@ontario.ca) or at: 226-971-3014.

Congratulations on the conditional approval of your Rural Economic Development project.

Sincerely,

*Original Signed By*

Minoli Brandigampola (A)

Agriculture and Rural Programs



Attachments:

Sample of Certificate of Insurance

On desk June 30, 2021

**From:** Gourlay, Lynda (OMAFRA) <lynda.gourlay@ontario.ca>  
**Sent:** June 29, 2021 11:53 AM  
**To:** Laura Brandt  
**Subject:** RED5 9516 Rural Economic Development (RED) AGREEMENT  
**Attachments:** RED5-09516 CA.pdf

Laura Brandt  
Beautification of the Municipality of Magnetawan project

**Re: RED5-9516**

Attached is an electronic copy (PDF) of the Rural Economic Development Program Agreement ("Agreement") for signature. Please follow the instructions and next steps outlined below.

**Next Steps:**

1. Review your Agreement to ensure that all the information is correct. If changes need to be made, please email [RED@ontario.ca](mailto:RED@ontario.ca). We will review your changes and will send you a new Agreement if required. **Do not make changes to this Agreement.**
2. Have all signatories use Adobe Acrobat DC or equivalent software to electronically sign the Agreement. A typed signature or facsimile (scanned version) of a wet signature is acceptable.
3. Register for direct deposit or electronic funds transfers (EFT) payments. EFT are the Government of Ontario's primary payment method – follow the instructions at [www.ontario.ca/directpayment](http://www.ontario.ca/directpayment) for "[Supplier Registration and Application for Direct Deposit/Electronic Funds Transfer Form](#)"
4. Email the signed version of the Agreement to [RED@ontario.ca](mailto:RED@ontario.ca), noting your **RED5-09517** number in the subject line.
5. Fill out the client portal authorization form (see below) and email to [RED@ontario.ca](mailto:RED@ontario.ca).

**Client Portal (set-up and usage)**

The Client Portal is an enhanced service delivery option to submit claim submissions for approved projects online.

In order to use the Client Portal, you will need to follow the steps below:

1. Identify those people who have been authorized to submit claims for the project using the format below for each individual you are requesting access for. Please send the information via email to [RED@ontario.ca](mailto:RED@ontario.ca), quoting your Project Number (**RED5-09516**) in the email subject line.

Project number	RED5-09516
Name	
Title	
Email address	
Business Phone number	
Business address if different than the business/organization	

2. Once authorized, users will be set up in the Portal and will be able to submit claims online. Claims submitted online will move directly into our system for review. Please note that only those people you authorize will be linked to your approved project. The online claim, submitted through this process, replaces the "Progress Update and Claim Statement", Schedule E.1 of the Contribution Agreement for the Project.
3. In the event you no longer wish to use the client portal or your organization's information changes, you are also responsible for sending that updated information to [RED@ontario.ca](mailto:RED@ontario.ca)
4. For each form that is submitted through this process, you agree that the information provided is complete and accurate. You also confirm that you are responsible for all project forms submitted into the system, and where necessary, will provide further information that may be requested as part of our administration and adjudication process.

If you have received RED funding in the past, you may notice that the Contribution Agreement has changed from previous intakes. These changes include, but are not limited to:

- An amendment to the Contribution Agreement is no longer necessary for the sole purpose of moving funds into another fiscal year. Requests to move funds are still required to be approved by OMAFRA.
- Clauses outlining special circumstances related to COVID-19 have been added to section B.2.2.
- Section C.3 now describes the project activities eligible for funding. Please review this section carefully.
- The Budget section within section D.2 now shows the provincial contribution to the project only. Please review this section carefully.
- The final report template has been removed from the CA; please contact me for the electronic template when required.

Please do not hesitate to contact me (email or at 519-971-3014) should you have any questions.

**Lynda Gourlay** | Project Analyst

Ontario Ministry of Agriculture, Food and Rural Affairs | Rural Programs Branch  
1 Stone Road West | 4<sup>th</sup> Floor | Guelph | Ontario | N1G 4Y2

**Laura Brandt**

---

**From:** Gourlay, Lynda (OMAFRA) <lynda.gourlay@ontario.ca>  
**Sent:** June 29, 2021 11:55 AM  
**To:** Laura Brandt  
**Subject:** RED5 9516 Agreement

My apologies, I forgot to include the agreement return date:

**JULY 13, 2021**

Thank you.

**Lynda Gourlay** | Project Analyst  
Ontario Ministry of Agriculture, Food and Rural Affairs | Rural Programs Branch  
1 Stone Road West | 4<sup>th</sup> Floor | Guelph | Ontario | N1G 4Y2

Ontario June 30, 2021

## Before you start

Please read [Program Guidelines](#) before completing an application form

Applications will be assessed based on the Rural Economic Development (RED) Program Guidelines, which can be viewed on the Ontario Ministry of Agriculture, Food and Rural Affairs website at <http://www.ontario.ca/REDprogram>.

**Submit your completed application as a saved Adobe PDF document**

This form must be filled out using Adobe software, such as Adobe Reader or Adobe Pro, as other PDF software, including your internet browser, may not be compatible with this form, which may result in the content you enter not saving properly. If you do not have Adobe software on your computer, you can download a free version here: <https://get.adobe.com/reader/>.

To complete the form:

1. Save the application to your computer.
2. >>>File>>>Save As...[give the file a name]...Save.
3. You can work on completing the application at any time.

## Before you submit

**Check for up-to-date information on the website**

The RED Program Guidelines and this application form are subject to change from time to time without notice. Consult the website at [www.ontario.ca/REDprogram](http://www.ontario.ca/REDprogram) for the most up-to-date information, or contact us at 1-877-424-1300 or by email at [RED@ontario.ca](mailto:RED@ontario.ca).

**Final check before submitting application**

Only fully completed applications will be assessed. Please include the following:

- ☒ A completed RED program application form (Mandatory).
- ☐ Three years of financial statements or a letter to that effect (Mandatory for all applicants / co-applicants except for Municipalities).
- ☐ Constituting documents, such as articles of incorporation or other similar evidence of legal status (Mandatory for all applicants / co-applicants except for Municipalities, Indigenous Communities and Agricultural Organizations incorporated by the *Agricultural and Horticultural Organizations Act*).
- ☐ Letters from partners and co-applicants confirming their financial or in-kind contribution to the project (Recommended).
- ☒ Quotes / estimates to support the project budget (Recommended).
- ☒ Supporting documentation (e.g. feasibility studies, strategic plans, reports, relevant research, or anything else that supports the need for the project and anticipated impacts (Recommended)).

Email completed applications to: [RED@ontario.ca](mailto:RED@ontario.ca).

## Step 1 Applicant Information

### 1.1 Lead Applicant

Consult the *Who is Eligible* section of the RED Program Guidelines to ensure the lead applicant is eligible to apply under the RED program.

Preferred Language ☒ English ☐ French

First Name  Initial  Last Name  Job Title   
**Laura** **M** **Brandt** **Acting Deputy Clerk**

Full Legal Name / Corporate Name of Organization  Primary/Business Phone   
**The Corporation for the Municipality of Magnetawan** **(705) 387-3947**

Operating Name (if different from Legal Name)  Secondary/Mobile Phone   
☐ Same as above or: **Municipality of Magnetawan**

Street Address   
**4304 Highway 520 P.O.Box 70**

City/Town  Municipality  Province  Postal Code   
**Magnetawan** **Magnetawan** **Ontario** **P0A 1P0**

Organization Type ☒ Municipality ☐ Not-for-profit  
☐ Indigenous Community ☐ Local Services Board

### Primary Project Contact for Lead Applicant

First Name  Initial  Last Name  Job Title   
**Laura**  **Brandt** **Acting Deputy Clerk**

Email  Primary/Business Phone  Secondary/Mobile Phone   
**deputyclerk@magnetawan.com** **(705) 387-3947**

Street Address (if different from above)   
☒ Same as above or: **4304 Highway 520 P.O.Box 70**

City/Town  Municipality  Province  Postal Code   
**Magnetawan** **Magnetawan** **Ontario** **P0A 1P0**

## Business Number - Canada Revenue Agency Client Number

The Business Number is a 9-digit business identifier used in Canada to which clients can register program accounts with the Canada Revenue Agency (CRA). The program account number consists of three parts: business number, two letter program identifier, and a four-digit reference number.

[www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/wrks-eng.html](http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/wrks-eng.html)

8	7	5	0	9	3	1	8	9
---	---	---	---	---	---	---	---	---

OR

☐

I confirm the applicant does not have a Business Number

Please describe your organization. Include a brief history, strategic overview, services offered, clients served, and the part of your organization to which the application relates.

(Maximum 200 words)

Word Count: 200 of 200

The Municipality of Magnetawan is located in the Almaguin Highlands region of the Parry Sound District. The Municipality encompasses a large rural area that includes the Village of Magnetawan, Ahmic Harbour, Townships of Spence, Croft Chapman. Currently there are 2071 households which includes full and part time residents within the Municipality of Magnetawan. Magnetawan offers services such as a volunteer fire department with two active fire halls, two active landfill sites, four non-active cemeteries, two active cemeteries, by-law enforcement, library, Heritage Museum, part-time building department, two public parks, five boat launches, two community centers, manual boat locks and skating rink pavilion. The Municipality also provides social services such as recreation programming, events, activities, and promotion of community events. The Municipality relies heavily on our tourism sector and competes with neighbouring municipalities like Muskoka to attract new residents and visitors. The Municipality is committed to increasing tourism to our area to help benefit our residents and local businesses. Our population influxes in the summer months as residents flock to their cottages and tourists flock to our lakes, historic locks, museum, beaches, parks, and trails to enjoy the many things our Municipality has to offer in a vacation destination.

## 1.2 Co-applicants

Consult the *Who is Eligible* section of the RED Program Guidelines to ensure each co-applicant is eligible to apply.

Are there co-applicants for the project?

☒

No

☐

Yes

If yes, please fill out the table below

Co-Applicant Name	Relationship with the Lead Applicant
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If this project has a co-applicant(s), complete Appendix A (Co-applicants), which can be found at [www.ontario.ca/REDprogram](http://www.ontario.ca/REDprogram). Please fill out a separate Appendix A form for each co-applicant.



## Step 2 Project Information

### 2.1 Project Title (10 words maximum)

Title: **Beautification of the Municipality of Magnetawan**

### 2.2 Project Location

List the municipalities / counties / regions / districts / Indigenous communities that would be targeted by this project:

Municipality of Magnetawan which includes the Village of Magnetawan, Village of Ahmic Harbour, Township of Croft, Township of Chapman and Township of Spence. Located in the Almaguin Highlands Region in the District of Parry Sound.

### 2.3 Project Streams and Types

While the project may fit into more than one of the categories listed below, please choose the type that **best suits** the project. (see [RED Program Guidelines](#) for a description of Project Types)

#### Economic Diversification and Competitiveness Stream

- |  |  |
|--|--|
| <input type="radio"/> Entrepreneurship/Business succession | <input type="radio"/> Business retention and expansion                       |
| <input type="radio"/> Downtown revitalization              | <input type="radio"/> Technology adoption/innovation initiatives             |
| <input type="radio"/> Service delivery improvement         | <input type="radio"/> Attraction and retention of workers / immigrants/youth |
| <input type="radio"/> Skills training and development      | <input type="radio"/> Collaborative marketing and outreach                   |
| <input type="radio"/> Sector/Value chain development       |  |

#### Strategic Economic Infrastructure Stream

- |   |  |
|---|--|
| <input type="radio"/> Rehabilitation of cultural, heritage or tourism attractions | <input type="radio"/> Redevelopment of vacant and/or underutilized buildings |
| <input checked="" type="radio"/> Streetscaping and landscaping                    |  |



## 2.4 Project Overview

Consult the Appendix – *Application Assessment Criteria* section of the RED Program Guidelines for all assessment criteria and how they may apply to your project.

### i) Project summary

State the purpose of the project and provide a brief overview of what the project will achieve. (Maximum 300 words)

Word Count: 300 of 300

One of our economic barriers is that in 2011 a fire destroyed a corner of the downtown core which today currently is still a vacant lot. Our downtown cores have not seen any beautification or wayfinding signage in many years. We need to address this in order to increase the profile of the Municipality so that we can attract visitors, potential new residents and businesses to our Municipality. The Municipality, like many surrounding rural northern communities relies heavily on the tourism sector. Our population increases in the summer months with ratepayers coming to their secondary residents as well as visitors coming to experience our Municipality as a vacation destination. Public spaces that are clean, close to flowers and outdoor art makes people feel happier, relaxed, and safer. downtown centers that are tidy, well lit and planted with trees and flowers are much more likely to attract visitors to stay longer or repeat visit. This project will help keep repeat visitors and attract new visitors to experience our Municipality year round for years to come with the possibility of these visitors choosing to relocate here. This project will increase the aesthetic visual quality of the Municipality's natural built landscapes while welcoming visitors and enhance the quality of life for residents and surrounding communities.

#### Overview:

Beautification Initiative for three years 2021-2023 (Downtown Cores) Christmas Lighting, flowers, hanging baskets.

Installation of Public Art (Heritage Museum) Murals and/or sculptures.

Wayfinding Signage (Parks, Ahmic Harbour, Downtown Cores) Upgrading existing signage in Ahmic, new signage for parks, beaches, boat launches etc along with installation.

Streetlighting (Baystreet up to Home Hardware) Upgrading existing lighting

Wi-Fi equipment (Ahmic Harbour) Free public Wi-Fi and monthly data charges for three years 2021-2023

Public Campaign (Social media platforms) Campaign highlighting the beautification project and free Wi-Fi

### ii) Project impacts

Describe any anticipated impacts the project will have across multiple communities, sectors, or across parts of a value chain and how they would be measured. (Maximum 200 words)

Word Count: 198 of 200

This project will help to address economic barriers by helping us beautify the downtown cores, Heritage Museum, add wayfinding signage to guide visitors and residents to our businesses and amenities year round, and offer free access to Wi-Fi strategically within the Municipality in one of the main community hubs that will help optimize access by our residents and visitors. This project shows our Municipality's commitment to our community, our businesses, our residents, and those visiting our community. The completion of this project will benefit communities that make up the Municipality as it targets our local residents and visitors that come to our "downtown cores" to acquire the necessary services they need for their daily lives or during their stay in the five member communities that use our "downtown cores" businesses and amenities. This project will benefit our local businesses across several sectors (retail, food, accommodation, tourism, arts, culture, and creative industries) by attracting and guiding customers to their stores it will benefit our residents (enhanced quality of life with beautification efforts and free Wi-Fi). Further, it will help the Municipality enhance existing infrastructure, retain jobs and residents by keeping our facilities and amenities modern and current.

### iii) Reducing economic barriers

Describe how this project will reduce existing barriers to economic development and reference any plans or studies where these have been identified. (Maximum 200 words)

Word Count: 200 of 200

The regulated lockdowns resulting from the COVID-19 pandemic have created significant economic challenges for the Municipality and its businesses, who rely heavily on tourism dollars and more so our large population of seasonal residents from the US. This project will help us refresh the downtown cores and tourism attractions, point visitors to our businesses and amenities, modernize our services and ensure we are ready when the economy opens again. This project will address several recommendations that were identified in our Business Retention and Expansion Report, Magnetawan Community Recovery Plan and Community Economic Report like the fire in 2011 that destroyed the Downtown General Store and the Magnetawan Inn and Restaurant. The Municipality relies heavily on domestic and American seasonal residents and visitors. Due COVID-19 the influx of seasonal residents and visitors that the Municipality and its businesses rely on, has decreased drastically. Upgrading existing lighting, purchasing new wayfinding signage and Christmas lighting, offering free Wi-Fi access, and planting flowers the Municipality can attract and retain new local domestic visitors looking to experience and explore their nearby communities. As well after the pandemic is over these improvements will help attract repeat visitors, seasonal residents, international and domestic visitors.

#### iv) Sustainability

Describe how the project outcomes will continue to contribute to longer-term economic development outcomes after the RED program funding ends. (Maximum 200 words)

Word Count: 185 of 200

By increasing the profile of the Municipality of Magnetawan as an outstanding beautiful community and maintaining that perception the Municipality will attract international visitors, domestic visitors, as well as new residents. By introducing international and domestic visitors to our Municipality there is the potential of them becoming new residents as they see what the Municipality has to offer. By having new residents relocate to our Municipality the working population will increase. These new residents along with international and domestic visitors will support local and neighbouring communities and their businesses allowing them to expand their customer base and increase their sales. By attracting international and domestic visitors all four seasons year after year local businesses will benefit and the demand for employment in the tourism sector will increase allowing for unemployment rates to decrease within the Municipality. Local businesses will experience increased sales which will lead to possible expansion and security in the local infrastructure. This beautification project can be maintained and sustained year after year by the Municipality and will act as a steppingstone to build upon for future beautification projects within the Municipality.

#### v) Project oversight

Describe the resources and skills the applicant(s) will use to manage and complete the project. Identify an individual(s) who will be the leading the project and their experience in implementing similar projects. (Maximum 200 words)

Word Count: 200 of 200

The Municipality's Parks and Maintenance Supervisor will oversee the upgrading of new street lighting and the placement of flowers in the downtown core's aspects of the beautification project. Steve has been with the Municipality in this capacity for five years and has overseen many similar projects in regard to the installation of streetlights, planting and upkeep of flowers as this is in the scope of his duties. The Acting Deputy Clerk will oversee the installation and design of wayfinding signage, purchasing and installation of Christmas lighting, installation of free public Wi-Fi access at the Ahmic Community Center as well as the tendering and installation of public art. Laura has overseen many new equipment purchases and installations. The Municipality will also have the local electric company Lakeland Holding Ltd install the upgrades to the streetlights. The Municipality will be purchasing the wayfinding signage, Wi-Fi equipment and flowers from a local manufacturing company, hardware store and nursery. The Municipality would tender an expression of interest for the art installation to help attract local artists to submit their work for consideration and to help market the Municipality. Currently the Municipality has funds allocated in the 2021 budget for this project.

## 2.5 Outcomes

Choose at least three of the following outcomes and describe how your RED project addresses it

#### i) Jobs created or retained

Indicate the number of total jobs that will be created or retained in rural Ontario, as a result of the project:

	Temporary Jobs (e.g., seasonal, construction)	Part-time (e.g., approximately 20 hours/week)	Full-time
Jobs created	1		
Jobs retained	2		3

This question is continued on page 7

Provide details to substantiate these job numbers (Maximum 100 words)

Word Count: 99 of 100

The Municipality of Magnetawan employs two seasonal parks and three full time parks attendants. The Municipality of Magnetawan has also applied for a grant for a park's attendant student. The parks attendants' duties include the upkeep, maintenance, planting and watering of the flowers in public spaces in the Municipality. The increase in tourism will also contribute to the surrounding businesses hiring more employees or increasing employees from seasonal and part time hours to full time positions due to increased business. The Municipality will also be supporting local businesses, increasing their sales, allowing them to retain and hire staff.

**ii) Investment attracted or retained**

Describe in detail how the project will lead to the attraction and retention of investments in rural Ontario, and how this will be measured. (Maximum 300 words)

Word Count: 300 of 300

This beautification project will improve the visual landscape of the Municipality which will be a reflection of it's vibrant, welcoming, colourful, caring and artistic communities. By showing pride of community and investing in the Municipality's downtown cores and amenities that service all five communities, investment attraction and retention will be realized by all communities as the Municipality attempts to strengthen and enhance community hubs and amenities. This will show support for existing residents, potential residents, and investors. This beautification project will lead to the attraction and retention of investments in rural Ontario in the Municipality as increasing its profile, the Municipality will attract new residents as well as international and domestic visitors. Businesses that are located with beautification elements have higher foot traffic and sales. City centers that are tidy, well lit and planted with flowers are much more likely to attract visitors to stay and linger. By adding Christmas lighting to our downtown core visitors will be drawn to the Municipality in the offseason. A key signal for investors in communities is the community's pride of place and support for businesses and investors. This signals that the Municipality is trying to support businesses that have invested in the community and will do so for those looking to relocate. Tourism contributes to businesses having increased sales because of these increased sales businesses hire more employees, increase existing employees' hours, and expand their businesses. An increased labor force will increase the Municipality's resident's standard of living, income per household and quality of life. The increased labor force will invest money in local infrastructure by purchasing housing, land and/or by investing in local businesses. These gains will be measured by the increase in local ratepayers, increase in population, increase in full time properties, and increase in businesses located within the Municipality.

**iii) Businesses attracted, retained and/or expanded**

Describe in detail how the project will lead to the attraction, retention and/or expansion of businesses to the area in rural Ontario, and what results will be achieved. (Maximum 300 words)

Word Count: 299 of 300

One of the key motivations of this project is to show support for our existing businesses, but so to for those wishing to relocate to our Municipality. This beautification project will beautify and enhance public spaces and will be a positive cost-effective way to create lasting enhancement helping retain the gains made by this project. This beautification project will lead to the attraction, retention and/or expansion of businesses in rural Ontario as the more international and domestic visitors the Municipality attracts, the larger and more stable the Municipality's tourism sector and the businesses encompassed in it will become. By the Municipality not only attracting international and domestic visitors but by attracting new residents to locate within our Municipality the working labor force will increase. This increased labor market will invest in the Municipality by purchasing land, housing, and investing in local business and infrastructure. This increase in the labor market will also provide more opportunities for our youth and help attract and retain youth growing up in the Municipality to stay in the area. These increases in population will help attract new businesses and infrastructure and support existing businesses and infrastructure. As the population increases yearly and our Municipality's infrastructure becomes more stable the Municipality will create an entrepreneurial culture, attract, and retain talent within the community and allow existing business to acquire innovations, supply chain management and expansion. As well the most recent Business Retention and expansion Report indicates that the lack of accessible internet is a issue for our Municipality. With the installation of free Wi-Fi in the Ahmic Harbour Community Centre, it will support the current installation of three new towers in the Ahmic Harbour area by Spectrum Ltd and make this necessary utility easier for our residents, visitors, and businesses to access.



**iv) Enhanced strategic economic infrastructure**

Describe in detail how the project will advance economic development and investment opportunities in rural Ontario, and what results will be achieved. Provide information on previously completed work (e.g. plans, strategies, research, data) that identifies this project as an economic development priority. (Maximum 300 words)

Word Count: 291 of 300

As stated in the Magnetawan Community Recovery Plan, the Municipality should implement attainable local projects designed to improve the Municipality's public spaces and build upon our current attractions. Several portions of the beautification project have been identified as key points to improve upon to attract new residents, international visitors, and domestic visitors to our Municipality. Key points that were touched upon in this study include streetscape improvements, installation of art murals and/or sculptures, updating and/or extending wayfinding signage, improvement of lighting, and building upon existing community centers. By installing Christmas lighting, planting flowers and increasing the number of flowers planted in the downtown cores the Municipality can satisfy the need identified in the report for beautifying the downtown streetscape. By asking artists to submit an expression of interest to install a mural and/or sculpture on or near the Heritage Museum Center satisfies the reports ask for the installation of art murals and/or sculptures. By replacing the existing sign on the Ahmic Harbour Community Centre and Fire Hall and erecting new wayfinding signage at the newly proposed Commemorative Park the Municipality would be updating and extending its signage this would also satisfy a need identified in the report. By upgrading the streetlights on Bay street up towards the Magnetawan Home Hardware the Municipality would also satisfy the reports ask for improved lighting within the Municipality. The Municipality would be building upon existing community centers by strategically installing Wi-Fi equipment at the Ahmic Harbour Community Centre as we can offer underserved and unserved residents, organizations and visitors that need this vital utility all year round. This beautification project has several key factors that were identified in the 2012 Magnetawan Recovery Plan as priorities to improve our Municipality and improve its profile.

**v) Regional partnerships that drive growth**

Describe in detail how the project will work with other entities in your region in rural Ontario (e.g., groups, organizations, communities, municipalities) to drive growth. (Maximum 300 words)

Word Count: 300 of 300

The essence of this project is a regional partnership as Magnetawan represents five communities that will benefit from this project. As well Almaguin Highlands has a population of 23,570 (2011 census) consisting of 18 distinctive Municipalities that encompass many small towns, villages, and hamlets. Further, the Municipality is a member of the Almaguin Community Economic Development Committee, a regional economic development organization that is working to promote economic development in the region as such, any enhancements that we do within our Municipality will also benefit the ACED member communities as well. The 2018 Community Economic Report by the North Policy Institute communities that forge partnerships with adjacent neighbouring communities and organizations have more resources to draw upon in building capacity. By implementing the beautification project adjacent neighbouring communities, municipalities and organizations will benefit from the overflow of international visitors, domestic visitors, seasonal residents, full time and new residents as they explore outside the boundaries of our Municipality. This increases in population will lead to increased membership and volunteers for local groups and organizations. Many new residents, seasonal residents, full time residents, international and domestic visitors are eager to participate in local events, groups, and organizations to gain new live experiences, forge new friendships and connections in their new home or vacation destination. These partnerships will also help our adjacent neighbouring communities, municipalities and organizations as new residents, seasonal residents, full time residents, international and domestic visitors will explore outside the boundaries of our Municipality and support surrounding communities and municipalities places of businesses, events, and local infrastructure. As our Municipalities labor market demand increases, to satisfy the need employers from our Municipality will employ residents from neighbouring communities and municipalities helping support their labour force, increasing their resident's quality of life and adding to their stabilization of their infrastructure.

## Step 3 Project Work Plan and Budget

### 3.1 Project Work Plan

List each activity necessary to successfully complete the project. Consult the RED Program Guidelines for eligibility criteria. Attach relevant documentation to support your application. Note: Project activities starting prior to the project start date and ending after the project completion date are not eligible.

Project Activity	Start Date (YYYY/MM/DD)	End Date (YYYY/MM/DD)
e.g. Organize a virtual community consultation event	2021/04/01	2021/06/01
e.g. Designing wayfinding signage	2021/06/01	2021/08/01
Order flowers and hanging baskets and installation for 2021	2021/05/01	2021/06/30
Tendering of Expression of Interest and Installation of public art	2021/05/03	2021/11/01
Designing, ordering and installation of wayfinding signage	2021/05/01	2021/11/01
Upgrading of street lights on Bay Street up to Home Hardware	2021/05/01	2021/11/01
Ordering and installation of wifi equipment in Ahmic	2021/09/01	2022/03/01
Public campaign highlighting beautification project on Municipal social media	2021/06/01	2023/06/30
Public campaign highlighting free public wifi access in Ahmic	2022/03/01	2022/06/01
Order flowers and hanging baskets and installation for 2022	2022/04/01	2022/06/01
Order flowers and hanging baskets and installation for 2023	2023/04/01	2023/06/30
Order and install Christmas lighting in downtown cores including yearly public school snow sculptures	2021/05/01	2021/11/01

## 3.2 Project Timelines

Project start date:  
(YYYY/MM/DD)

**2021/05/01**

No earlier than May 1, 2021

Project end date:  
(YYYY/MM/DD)

**2023/06/30**

## 3.3 Project Budget

List each cost item necessary to complete the project and provide a description. Fill in the "Eligible Cash" and "In-Kind / Ineligible" fields (if applicable) with the cost in Canadian dollars. **Attach quotes and estimates for a stronger application.** Consult the [RED Program Guidelines](#) for eligibility criteria. Note: Costs incurred prior to project start date are not eligible for funding.

Cost Item	Description of Cost Items	Eligible Cash Contribution (\$)	In-Kind / Ineligible (\$) [If Applicable]
e.g. Wayfinding Signs	e.g. Purchase & install 50 wayfinding signs —see quote.	\$xxx.xx	\$xxx.xx
e.g. Hire project manager	e.g. Hiring project manager for one year to lead marketing initiative.	\$xxx.xx	\$xxx.xx
Flowers for 2021	Flowers and hanging baskets for downtown core areas in Village of Magnetawan and Ahmic Harbour	\$ 5,000.00	
Flowers for 2022	Flowers and hanging baskets for downtown core areas in Village of Magnetawan and Ahmic Harbour	\$ 5,500.00	
Flowers for 2023	Flowers and hanging baskets for downtown core areas in Village of Magnetawan and Ahmic Harbour	\$ 6,000.00	
Wayfinding signage	Signage for the Ahmic Harbour Community Centre, proposed Commemorative Park and area attractions (boat launches, beaches, businesses)	\$ 13,000.00	
Street Lighting	Upgrading of 14 streetlights on Bay Street up to Home Hardware	\$ 20,000.00	
Wifi Equipment	Purchase of wifi equipment including router for public access at Ahmic Harbour Community Centre and monthly expenses for internet	\$ 8,600.00	
Public Art	Cost of payment for artist for public mural or art installation at Heritage Center Museum	\$ 10,000.00	
Christmas Lighting	Purchase and installation of Christmas lighting in downtown cores including public school snow sculpture displays	\$ 5,000.00	
Total Project Costs		Total Eligible Costs	Total In-Kind / Ineligible
\$ 73,100.00		\$ 73,100.00	\$ 0.00

### 3.4 Funding Requested

Based on the project stream you selected in step 2.3, complete one of the tables below

Economic Diversification and Competitiveness Stream		
Line A	Total Eligible Costs (from table 3.3)	
Line B	Funding % Requested (up to 50%)	
Line C	Funding Requested (\$) (up to \$150,000) (Line A x Line B)	

OR

Strategic Economic Infrastructure Stream		
Line A	Total Eligible Costs Identified (from table 3.3)	
Line B	Funding % Requested (up to 30%)	30
Line C	Funding Requested (\$) (up to \$250,000) (Line A x Line B)	

Approved applicant(s) completing Strategic Economic Infrastructure Stream projects will be required to install a permanent sign upon project completion recognizing the support of the Rural Economic Development program, as set out in the Contribution Agreement Design of the sign will be subject to approval by OMAFRA, prior to fabrication and installation. Costs of the sign will be eligible under the RED program, with the province reimbursing up to \$100 of the total costs of design, fabrication, and installation of the sign upon submission of a claim.

### 3.5 Project Costs by Fiscal Year

Complete the following table indicating when eligible costs will be incurred. Costs should be broken down by quarter for the duration of the proposed project.

Projected Quarterly Eligible Costs by Fiscal Year (April 1 to March 31)

Fiscal Year	Quarter 1 (April - June)	Quarter 2 (July - September)	Quarter 3 (October - December)	Quarter 4 (January - March)	Total Eligible Project Costs per Fiscal Year
2021-22	\$ 5,000.00		\$ 48,000.00	\$ 8,600.00	
2022-23	\$ 5,500.00				
2023-24	\$ 6,000.00				
Total Eligible Costs (must equal Total Eligible Costs of Step 3.3)					\$ 73,100.00



### 3.6 Applicant(s) Contribution and Additional Funding Sources

List all sources of funding (see *Program Funding* in the [RED Program Guidelines](#).)

Please Note:

- List all sources of public funding applications for this project. Failure to disclose all potential or confirmed public funding sources may result in the termination of your application or Contribution Agreement.
  - Projects receiving other provincial funding are ineligible under the RED program.
- \* Secured funding means written commitment from the co-applicant or partner. All sources of funding must be listed below, whether or not they are secured. The Ministry may request further documentation to support the financial contribution.

Funding Sources for the Project	Secured Funding*	Eligible Cash (\$)	Ineligible Cash / In-kind (\$)	Total Project Costs (\$)
RED Program Cost Share Requested (Line C from 3.3 above)		\$ 21,930.00		\$ 21,930.00
Applicant (Legal Name): The Corporation for the Municipality of Magnetawan	<input type="checkbox"/>	\$ 51,170.00		\$ 51,170.00
Co-applicant (Legal Name): <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Co-applicant (Legal Name): <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Partners who are not co-applicants (Legal Name): <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Partners who are not co-applicants (Legal Name): <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Partners who are not co-applicants (Legal Name): <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Partners who are not co-applicants (Legal Name): <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Partners who are not co-applicants (Legal Name): <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Other government funding: <input type="text"/>	<input type="checkbox"/>			\$ 0.00
Other government funding: <input type="text"/>	<input type="checkbox"/>			\$ 0.00
<b>Totals (must equal Total Eligible Costs of Step 3.3)</b>		\$ 73,100.00	\$ 0.00	\$ 73,100.00



## Step 4 Important Information to Read and Accept Before Submitting an Application

### 4.1 Application Requirements

1. The applicant(s) has read the Rural Economic Development (RED) Program Guidelines and is aware of the provisions and requirements of the RED program.
2. The RED program is a **discretionary non-entitlement program** and that even if the application meets all of the RED Program Guidelines, there is **no guarantee** that such application will be approved under the RED program, or that the total amount of funds requested will be approved.
3. The primary project contact and the primary contact for any co-applicants, if applicable, have obtained all necessary permits and approvals to proceed with this application.
4. Applicant(s) accept the Government of Ontario's right to obtain, use and disclose information for the purposes of assessing, evaluating, verifying, auditing and enforcing the RED program.
5. Applicant(s) understand and accept that the Minister of Agriculture, Food and Rural Affairs has exclusive discretion to select or reject any application and that applicants, jointly or severally, shall not be eligible for funding under the RED program solely by reason of making this application or have any claim or demand or action against Her Majesty the Queen in Right of Ontario, her ministers, directors, officers, employees, servants, appointees or agents in this regard.
6. The applicant(s) shall provide any additional information that the Province or its authorized agent(s) may reasonably require for the purposes of assessing the application and administering the RED program in a timely manner.
7. Applicant(s) authorize Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs and the ministry's employees and agents (the "Province") to contact bankers, accountants, solicitors and insurance agents of the applicant(s); law enforcement agencies; credit bureaus; and other government ministries and agencies to verify the information concerning the affairs of the applicant(s) as described in the application, to obtain such credit and other reports as the Province and/or its authorized agent(s) consider necessary to assess the application. This may include, but is not limited to, the Office of the Superintendent of Financial Institutions and the Financial Transactions and Reports Analysis Centre of Canada.
8. The information provided in the application including, but not limited to, any documentation submitted herewith and any and all information associated with reviews conducted by the Province and its authorized agent(s) may be shared with other ministries of the Ontario government, experts and/or authorized agent(s) for the purposes of assessing the application and administering the program and satisfying any and all Government of Ontario accountability and reporting obligations.
9. Application information and any supporting documentation is true and correct to the best of the applicant's/co-applicant(s)' knowledge, information and belief. If a material misrepresentation or change in the circumstance of the application is discovered, the application will be immediately considered withdrawn by the applicant(s).

### 4.2 Disclosures and Confidentiality

1. Applicant(s) must remain in compliance with all Requirements of Law for the term of their Contribution Agreement with the Province of Ontario. "Requirements of Law" means all applicable requirements of law, as may be set out in statutes, regulations, by-laws, codes, rules, ordinances,

official plans, permits, licenses, authorization, decrees, injunctions, orders and declarations, or any other similar requirements of law.

2. The ministry may contact the applicant(s) during or after the term of the Contribution Agreement to request information about the outcomes of the project for purposes of evaluation.
3. Take notice that application forms and supporting material submitted to the Province of Ontario are subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA). Any information submitted in confidence should be clearly marked "CONFIDENTIAL". Nevertheless, information supplied to the RED program may be disclosed by OMAFRA where it is obligated to do so under FIPPA or by an order of a court, tribunal or pursuant to a legal proceeding. Information contained in an application to the RED program may also be disclosed by OMAFRA to verify compliance with other provincial and federal funding initiatives administered by OMAFRA, other provincial ministries, federal ministries, or a third-party delivery agent, to ensure that there is no duplication of funding. Inquiries about confidentiality should be directed to the RED program.

### 4.3 Consent and Certification

Each of the Applicant(s) confirms, accepts, and agrees with section 4.1 and 4.2 of this application and that they:

- are in compliance with all Requirements of Law and will remain in compliance within the term of the Contribution Agreement for the project, should the ministry select the project for funding.
- have not received funding for this project in whole or in part from a provincial funding source to date.
- will not receive funding for this project in whole or in part from a provincial source other than as results from this application, should the ministry select the project for funding.
- have disclosed any qualified opinions received on their audited financial statements within the last three years (as required).



By submitting this application, I am attesting that I am authorized to do so on behalf of the applicant(s) and to bind the applicant(s) to the terms of conditions of the RED program, as well as the above

Insert your name, title and date below. Please note that by doing so, you are attesting that all applicant(s) have read and acknowledged the information above.

Signatory Name (First Name and Last Name)

Laura Brandt

Title

Acting Deputy Clerk

Email

deputyclerk@magnetawan.com

Date (YYYY/MM/DD)

2021/01/28

On desk June 30, 2021

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2021 -**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A CONDITION OF AN APPROVED ZONING BY-LAW AMENDMENT, WITH THE OWNERS OF THE LANDS:**

**NIGEL AND AMANDA MUNN, AND CHARLES AND LINDA SAUNDERS-  
LEGALLY DESCRIBED AS CONCESSION A, LOTS 72 & 73 PART LOT 74 REM  
PCL 821 SS, FORMER TOWNSHIP OF SPENCE, MUNICIPALITY OF  
MAGNETAWAN, MUNICIPALLY KNOWN AS 1745 NIPISSING ROAD SOUTH,  
MAGNETAWAN. (ROLL: 494404000601400).**

**AND WHEREAS**, an application for a Zoning By-law Amendment was approved by the Council of the Municipality of Magnetawan with the condition of a site plan agreement being entered into and registered on title, pursuant to Section 45 (9.1) of the Planning Act, R.S.O. 1990, regarding the aforementioned lands;

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

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

1. That the Municipality of Magnetawan enter into a site plan agreement substantially in the form attached hereto as "This Agreement."
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 30 day of June, 2021

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO/Clerk

on desk June 30, 2021

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2021 -**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A SITE PLAN AGREEMENT, AS A CONDITION OF AN APPROVED ZONING BY-LAW AMENDMENT, WITH THE OWNERS OF THE LANDS:**

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LEGALLY DESCRIBED AS CONCESSION A, LOTS 72 & 73 PART LOT 74 REM  
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MAGNETAWAN, MUNICIPALLY KNOWN AS 1743 NIPISSING ROAD SOUTH,  
MAGNETAWAN. (ROLL: 494404000601400).**

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MUNICIPALITY OF MAGNETAWAN**

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Mayor

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CAO/Clerk