



AMENDED AGENDA – Regular Meeting of Council

Wednesday, July 3, 2024

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

DEPUTATION

- 12 Jodie and Terry Schaefer - End Lease Agreement and Remove Property from 47 Birch Point Road
- 14 Report to Council Deputy Clerk Erica Kellogg, Encroachment Schaefer

PLANNING MEETING

- 22 Minor Variance - Baird - 44 Magnet Road

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- 77 2.2 DRAFT By-law Enter into 10 Year Agreement Canada Community-Building Fund
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- 119 2.5 DRAFT Motion Approval Additional Snow Guards on Community Centre Roof
- 121 2.6 DRAFT Regional Fire Services Committee (RFSC) Terms of Reference
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- 131 3.1 Regional Fire Services Committee (RFSC) Minutes April 11, 2024
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- 154 4.2 Municipality of West Nipissing Champlain Bridge Rehabilitation
- 155 4.3 North Bay & Parry Sound District Health Unit Restricting Youth Access to Nicotine Pouches
- 157 4.4 Parry Sound Area Community Business & Development Centre Inc. Thank You Letter
- 158 4.5 Community Schools Alliance Call for Nominations 2024 & Consitution for the Community Schools Alliance
- 164 4.6 RFP 2024-05 Request for Proposal Winter Sand
- 176 4.7 Successful Outcome of Seniors Community Grant Program 2024-25
- 177 4.8 New Geocaches Launch Poster
- 178 4.9 Beach Wheelchair Mat, Beach Wheelchair and Hockey Sledge Launch Poster

- 179 4.10 Basketball Net at Croft Recreational Park Poster
- 180 4.11 Call for Submissions Chainsaw Carvings Poster
- 181 4.12 Art in the Park Poster
- 182 4.13 ICYMI Council Highlights June 19, 2024

ACCOUNTS

- 183 5.1 Accounts in the amount of \$470,377.63

BY-LAWS

- 195 6.1 Enter into 10 Year Agreement Canada Community-Building Fund
- 6.2 Zoning By-law Amendment Application - Lorusso - PLAN 253 Lots 1 to 3

CLOSED SESSION

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

- (b) personal matters about an identifiable individual

CONFIRMING BY-LAW AND ADJOURNMENT

- 196 7.1 Confirm the Proceedings of Council and Adjourn



**Municipality of
Magnetawan**

COUNCIL MEETING MINUTES

June 19, 2024

1:00 pm

The meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre on Wednesday June 19, 2024, with the following present:

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

Staff: CAO/Clerk Kerstin Vroom, Deputy Clerk Recreation and Communications Laura Brandt, were present for the entire meeting. Deputy Clerk Planning and Development Erica Kellogg and Chief Building Official Tyler Irwin 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 2024-160 Hetherington-Bishop

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

Carried.

1.3 Disclosure of Pecuniary Interest

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

*Mayor Sam Dunnett and Deputy Mayor John Hetherington declared pecuniary interest for Agenda Item 2.7 due to being a member of the Magnetawan Lions' Club.

1.4 Adoption of the Previous Minutes

RESOLUTION 2024-161 Kneller-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the minutes of the Council meeting on May 22, 2024, as copied and circulated.

Carried.

PRESENTATION

SUPER SENIOR 2024 & Ontario Senior of the Year Award – Harvey Sohm

Jessica Dion, Bakertilly- Presentation of 2023 Financial Statements

Audit Findings Report

Auditors Report and Financial Report

Consolidated Statement of Financial Position December 31, 2023

RESOLUTION 2024-162 Hetherington-Bishop

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan thanks Jessica Dion, Bakertilly, for her presentation 2023 Financial Statements and extends their appreciation to Jessica and her staff for their good work on the 2023 audit; AND HEREBY, receives and approves the 2023 Financial Statements as presented. Carried.

PLANNING MEETING

Zoning By-law Amendment Application – Weins- CON 1 PT LOT 9 Part 1

Zoning By-law Amendment Application – Lorusso – PLAN 253 Lots 1 to 3

RESOLUTION 2024-163 Hind-Hetherington

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

- *PLAN 253 Lots 1 to 3 – (Lorusso), seeking to relief from Section 3.14 – Minimum Opening Elevation and if approved would permit a residential dwelling to be established below the prescribed minimum elevation; and*
- *Concession 1, Part Lot 9 PCL 23503 S/S (Wiens), to rezone the subject lands, including the proposed Severed and Retained Lot, from the Rural (RU) Zone to the Shoreline Residential (RS) Zone to reflect the properties being located on the shoreline of Horn Lake, and to rezone a portion of the subject lands to from the Rural (RU) Zone to the Environmental Protection (EP) Zone in order to expand the Environmental Protection (EP) Zone mapping to include 50 metres surrounding an unevaluated wetland feature.*

Carried.

RESOLUTION 2024-164 Bishop-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report from Patrick Townes and Jamie Robinson, Planner MHBC and supports the application for Zoning By-law Amendment as part of the consent process for: Weins – CON 1 PT LOT 9 PART 1 42R 10938 (4944 010 00152550 1671258 Ontario Inc.) a water access lot from Rural (RU) Zone to the Environmental Protection (EP) Zone and the Shoreline Residential (RS) Zone. The By-law on this matter will be passed later in the meeting.

Carried.

RESOLUTION 2024-165 Hind-Hetherington

WHEREAS the Council of the Municipality of Magnetawan receives the report and recommendations from Kent Randall and Chris Conti, Planner EcoVue Consulting Service Inc. for the Zoning By-law Amendment Application for the subject lands known as PLAN 253 Lots 1 to 3 – Lorusso;

AND WHEREAS the subject lands are located on Ahmic Lake which is on a dam-controlled waterbody;

AND WHEREAS the Zoning By-law No. 2001-26 as amended identifies a minimum opening elevations for properties abutting Ahmic Lake as 283.16m CGS (929.00 ft);

AND WHEREAS the applicant seeks to develop the subject lands between elevations of 280.m CGS (918 ft) and 282.m CGS (925 ft) a difference of approximately 4ft – 11ft;

NOW THEREFORE BE IT RESOLVED the Council for the Municipality of Magnetawan approves the Zoning By-law Amendment Application with the following conditions and a By-law on this matter will be passed at a future meeting:

- *The applicant adhere to the Building Code for floodplain development which may require engineering;*
- *A site plan be submitted identifying the approved location of all buildings, fill and cut areas, the septic system and other facilities to which the property shall be developed in accordance with.*

Carried.

RESOLUTION 2024-166 Bishop-Hind

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

Stop Up Close & Sell Road Allowance – Highway 510 at CON B PT LOT 97 RP 42R13389 Part 1-5 – Warring

Stop Up Close & Sell Road Allowance – Plan 319 LA L12 W/S KING ST – Heimbecker

RESOLUTION 2024-167 Kneller-Hetherington

WHEREAS the Municipality of Magnetawan supported in principle the sale of an Unopened Road Allowance application (Waring) abutting lands Highway 510 at CON B PT LOT 97 RP 42R13389 PART 1 5;

AND WHEREAS this portion restricts the landowners' access to the property from the Highway and the price was set at 70 cents per square foot;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan, after holding its public meeting regarding the Stop Up, Close and Sell Road Allowance, agrees to pass the by-law later in the meeting with the understanding that the road allowance lands are merged on title at the time of transfer with the purchaser's lot abutting the road allowance, that was specified in the application and in the letter from the Municipal Solicitor.

Carried.

RESOLUTION 2024-168 Bishop-Hetherington

WHEREAS the Municipality of Magnetawan supported in principle the sale of an Original Shoreline Road Allowance application (Heimbecker) in front of lands known as Plan 319 LA L12 W/S KING ST with conditions;

AND WHEREAS no adjacent owners to the subject lands remain as all buildings and/or sundry have been removed from the subject lands, removing any requirement for the applicant to enter into an Encroachment Agreement with 134B (Osborne) prior to the sale of the lands at a set fee of 70 cents per square foot;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan, after holding its public meeting regarding the Stop Up, Close and Sell Road Allowance, agrees to pass the by-law later in the meeting with the understanding that the Original Shoreline Road Allowance lands are merged on title at the time of transfer with the purchaser's lot abutting the Original Shoreline Road Allowance, that was specified in the application and in the letter from the Municipal Solicitor.

Carried.

STAFF REPORTS, MOTIONS AND DISCUSSION

2.1 Restatement of Budget O'Reg 284/09

RESOLUTION 2024-169 Kneller-Hind

WHEREAS generally accepted accounting principles for local governments established by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada require municipalities to capitalize and amortize tangible capital assets to accrue liabilities related to post-employment and sold waste landfill closure and post-closure expense;

AND WHEREAS Ontario Regulation 284/09 states that a municipality may exclude these expenses from budgeted amounts for which revenue must be raised;

AND WHEREAS if excluded, Ontario Regulation 284/09 requires Council to adopt a report that shows the impact of fully covering these expenses;

NOW THEREFORE, BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves and adopts the report entitled "Municipal Act, 2001 Ontario Regulation 284/09, 2024 Budget" as presented.

Carried.

2.2 DRAFT Motion Confirmation of Directors of the Corporation

RESOLUTION 2024-170 Hetherington-Bishop

BE IT RESOLVED that Council confirms the following as Directors of the Corporation of the Municipality of Magnetawan effective November 16, 2022:

Mayor: Sam Dunnett

Deputy Mayor: John Hetherington

Councillor: Bill Bishop

Councillor: Jon Hind

Councillor: Brad Kneller

CAO/Clerk: Kerstin Vroom

Treasurer: Stephanie Cumming (Lewin)

Carried.

2.3 Stop Up & Close – Unopened Road Allowance Between CON 1 PT LOTS 26 and CON 1 PT LOT 25 – Langford

RESOLUTION 2024-171 Hind-Hetherington

WHEREAS the Municipality of Magnetawan received an application and required fees from Mark and Lila Langford requesting to purchase the Original Unopened Road Allowance from the boundary road between Ryerson Township and the Municipality of Magnetawan in its entirety situated between CON 1 PT LOTS 26 AND CON 1 PT LOT 25; AND WHEREAS there are two additional landowners bordering a portion of the Original Unopened Road Allowance subject to the application;

AND WHEREAS the Municipality of Magnetawan passed By-law No. 2006-11 establishing policies to Stop up and Sell Unopened Road Allowance which includes criteria to be satisfied when an applicant's property does not entirely abut the portion of the Unopened Road Allowance subject to the application;

NOW THEREFORE BE IT RESOLVED the Council for the Municipality of Magnetawan approves in principle the sale of the Original Road Allowance to Mark and Lila Langford with the following provisions:

- 1) Any other adjacent landowners shall be invited to participate in the purchase of that part of the specified road allowance which borders their lands;*
- 2) The sale price be set by an appraised value by a professional appraiser;*
- 3) The applicant create legal access to Con 1 PT LOT 26, PART 1 by means of a legal right of way from Part 4 of 42R22370;*
- 4) The Road allowance needs to be merged with either Part 1 on 42R 22465, Part 5 42R 22370, or Con 1 Part Lot 26, with the requirement for a legal right of way to the newly acquired road allowance for the other two unmerged properties;*
- 5) The applicant provide confirmation that Part 1 of 42R 22465 is under their ownership in Land Titles;*
- 6) That the applicant be responsible for any legal, planning, surveying, as well as any and all other fees associated with the application.*

Deferred.

2.4 Report from Deputy Clerk Erica Kellogg STA License Update

RESOLUTION 2024-172 Hetherington-Bishop

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the report from Deputy Clerk Erica Kellogg STA License Update for information purposes only.

Carried.

2.5 Parry Sound District EMS Tiered Response Agreement

RESOLUTION 2024-173 Hind-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan hereby authorizes the Mayor to enter into the Parry Sound EMS Tiered Response Agreement substantially as presented.

Carried.

2.6 Request for Donation Almaguin Highlands Health Council Assessment and Strategic Roadmap Project

RESOLUTION 2024-174 Hind-Hetherington

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the request for donation Almaguin Highlands Health Council Assessment and Strategic Roadmap Project and authorizes a onetime payment of \$2,000.

Carried.

2.7 Request for Donation Magnetawan Lions' Golf Tournament

**Mayor Sam Dunnett and Deputy Mayor John Hetherington declared pecuniary interest for Agenda Item 2.7 due to being a member of the Magnetawan Lions' Club. Mayor Sam Dunnett and Deputy Mayor John Hetherington refrained from any discussion and refrained from voting.*

RESOLUTION 2024-175 Kneller-Hind

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan appreciates the great work of the Magnetawan Lions' Club and looks forward to the July Golf Tournament;

AND FURTHER authorizes a donation of \$1,500.

Carried.

2.8 Magnetawan Central Public School – Emily Ross Langford Graduation Award for Citizenship

RESOLUTION 2024-176 Kneller-Hetherington

WHEREAS, the Council of the Municipality of Magnetawan is supportive of our community school and students and congratulates all of our graduates;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan authorizes a donation of \$100 for the Magnetawan Central Public School Emily Ross Langford Award for Citizenship.

Carried.

2.9 Report from Deputy Clerk Laura Brandt 2024 Donation Chainsaw Carvings

RESOLUTION 2024-177 Hetherington-Bishop

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report from Deputy Clerk Laura Brandt 2024 Donation Chainsaw Carvings and approves the recommendation contained therein to put a public call out for community organizations to submit their proposal to Council for a fundraising campaign utilizing the carvings.

Carried.

2.10 Rescind 2018-03 Adopt an Emergency Leave Policy

RESOLUTION 2024-178 Kneller-Hind

WHEREAS Bill 148, Fair Workplaces, Better Jobs Act, 2017 was reversed by Bill 47, the Making Ontario Open for Business Act;

AND WHEREAS the CUPE 1813-11 Collective Agreement, By-law 2022-20 Human Resources Policy and Employment Standards Act incorporates emergency sick and personal leaves for employees;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the Rescind 2018-03 Adopt an Emergency Leave Policy as presented, and the by-law on this matter will be passed later in the meeting.

Carried.

2.11 Rescind 2018-04 Concussion Prevention and Management Policy

RESOLUTION 2024-179 Kneller-Hetherington

WHEREAS Rowan's Law only requires a Municipality to have a Concussion Prevention and Management Policy and annual training if they offer competitive sports programs where athletes are training, practicing and/or where municipalities are organizing and holding one or more tournaments, contests or other competitions among athletes in one of the 65 listed amateur competitive sports under the regulation, of which the Municipality does not offer either;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the Rescind 2018-04 Concussion Prevention and Management Policy as presented, and the by-law on this matter will be passed later in the meeting.

Carried.

MUNICIPAL BOARD AND COMMITTEE MINUTES

- 3.1 Municipal Partners POA Advisory Committee Meeting Minutes, November 23, 2023, Court Manager's Report Q1 2024 & 2024 POA Working General Ledger**
- 3.2 Central Almaguin Planning Board Minutes March 6, 2024 & April 3, 2024**
- 3.3 Town of Parry Sound EMS Advisory Committee Minutes May 23, 2024**
- 3.4 Almaguin Highlands Health Centre June 6, 2024 Minutes**

RESOLUTION 2024-180 Bishop-Hind

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 **Lake of Bays Request for Royal Assent of Administrative Monetary Penalty System in the Ontario Building Code Act**
- 4.2 **Ontario Provincial Police 2025 Municipal Policing Billing Statement Property Count**
- 4.3 **North Bay Parry Sound District Health Unit Audited Financial Statements , Financial Information Return (FIR) and COVID-19 Update**
- 4.4 **OPP MPB Financial Services Unit (OPP) January to March 2024 Detachment Revenues**
- 4.5 **Support Letter Federal Funding North Bay Nugget**
- 4.6 **Unsuccessful Outcome Red Grant Intake #4**
- 4.7 **Unsuccessful Outcome Canada Summer Jobs**
- 4.8 **ParticipACTION Community Challenge Poster**
- 4.9 **Notice of Road Closure Orange Valley Poster**
- 4.10 **Rock 'N' Roll in the Mag Poster**
- 4.11 **Monday Night Archery Poster**
- 4.12 **Drumming with Sandra Poster**
- 4.13 **Bike and Recreational Games Share Poster**
- 4.14 **Maggie the Community Rock Snake Project Update Poster**
- 4.15 **Beach Toy Lending Poster**
- 4.16 **Notice of Road Closure Canada Day Saturday June 29, 2024 Poster**
- 4.17 **Fireworks Canada Day Saturday June 29, 2024 Poster**
- 4.18 **Dunk Tank Canada Day Saturday June 29, 2024 Poster**
- 4.19 **Celebrate Canada Day in the Mag Poster**
- 4.20 **Canada Day Office Closure Poster**
- 4.21 **ICYMI Council Highlights May 22, 2024**

RESOLUTION 2024-181 Hind-Kneller

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

RESOLUTION 2024-182 Kneller-Hetherington

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan endorses and supports item 4.1 Lake of Bays Request for Royal Assent of Administrative Monetary Penalty System in the Ontario Building Code Act;
AND FURTHER THAT this resolution be circulated to MPP Graydon Smith, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM) and all Ontario Municipalities through AMCTO.
Carried.*

ACCOUNTS

- 5.1 **Accounts in the amount of \$666,897.81**

RESOLUTION 2024-183 Hind-Bishop

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$598,734.80 as presented.
Carried.*

BY-LAWS

- 6.1 Zoning By-law Amendment – Weins – CON 1 PT LOT 9 Part 1
- 6.2 Stop Up Close & Sell Road Allowance – Highway 510 at CON B PT LOT 97 RP42R13389 Part 1-5 0- Waring
- 6.3 Stop Up Close & Sell Road Allowance – Plan 319 LA L12 W/S KING ST – Heimbecker
- 6.4 Rescind 2018-03 Adopt an Emergency Leavy Policy
- 6.5 Rescind 2018-04 Concussion Prevention and Management Policy

RESOLUTION 2024-184 Kneller-Hetherington

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

- 6.1 Zoning By-law Amendment – Weins – CON 1 PT LOT 9 Part 1
 - 6.2 Stop Up Close & Sell Road Allowance – Highway 510 at CON B PT LOT 97 RP42R13389 Part 1-5 0- Waring
 - 6.3 Stop Up Close & Sell Road Allowance – Plan 319 LA L12 W/S KING ST – Heimbecker
 - 6.4 Rescind 2018-03 Adopt an Emergency Leavy Policy
 - 6.5 Rescind 2018-04 Concussion Prevention and Management Policy
- Carried.

CONFIRMING BY-LAW AND ADJOURNMENT

- 7.1 Confirm the Proceedings of Council and Adjourn

RESOLUTION 2024-185 Kneller-Hind

BE IT RESOLVED by the Council of the Municipality of Magnetawan that the Confirming By-law is now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book; AND FURTHER THAT, this meeting is now adjourned at 2:30 pm to meet again on Wednesday July 3, 2024, at 1:00 pm or at the call of the Chair.

Carried.

Approved by:

Mayor

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: July 17, August 21 or Sept 18 (subject to availability)

SUBJECT: End Lease Agreement and remove property from 47 Birch Point Road.

NAME: Terry and Jodie Schaefer

ADDRESS: 26 Lindel Crescent Welland Ontario

L3C 3S3

PHONE: HOME: 905 734-4566

BUSINESS: _____

EMAIL ADDRESS: jodie.m.schaefer@gmail.com

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

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

We would like to request to be able to continue with a Lease Agreement for 47 Birch Point Road. Our

family has frequented the land since 1950 - for 74 years. During that time, we have maintained the land and our property and we

have ensured property tax payments. Lease Agreement payments were paid since their introduction through to when the Town

would no longer accept them. Please See the Attached Additional Informaiton.

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

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

Backstory/History

1932 - Information provided through various story telling indicates that the cottage and cookhouse/shed that are currently located on the noted parcel of land were constructed by the Schade Family who entered into a 99 year lease agreement with the Town. John Schade was one of the very first settlers in Magnetawan and was also one of the first Lighthouse Keepers. The cottage was later inherited by Norm McLachlan, who assumed the Lease Agreement from the Schade Family.

1950 - Frank Duly - our Great, Grandfather purchased the balance of the 99 year lease and assumed ownership of the cottage.

1960's - Frank Duly made inquiries with the Town to secure title to the land. He was unsuccessful.

1991 - George Duly (Frank's son) went before Town Council to once again request title to the land but was unsuccessful.

Sometime thereafter, our Grandmother, Dorothy Schaefer the daughter of Frank Duly assumed all responsibility of the cottage and maintained the Lease Agreement with the Town.

1996 - We, Terry Schaefer (who has been frequenting the property since 1964 assumed full responsibility for the property re: ensuring utility payments, taxes and maintenance of the historical building.

2007 - Our Grandmother, Dorothy Schaefer became ill and wanted to ensure that we (Terry) would be able to maintain the Lease Agreement. She provided the Town notice that all communications were to be forwarded to Terry directly.

2008 - We received notice of a new Licence Agreement that would require us to pay \$500 annually and provide proof of 2million liability insurance. We maintained the proper insurance and made the annual \$500 Lease Agreement payments along with the Property Tax and utility payments.

2019 - Terry went to the Town Hall to provide payment and proof of insurance and was instructed that the Town was no longer accepting Lease Agreement payments and that "something is in the works". Terry continued to visit Town Hall each year thereafter but was advised of the same message.

2023 (Dec) - We received a letter stating that the Town is no longer entering into Encroachment Lease Agreements and that we needed to make arrangements to remove the structures (our property) and vacate the land.

As you can imagine, we are completely and utterly devastated. We are throwing ourselves at the mercy of Council in hopes that a concession will be granted - one that would allow us to be able to continue with a Lease Agreement. Attached is a letter from our insurance company that states we have maintained the necessary insurance for the land/property. It should be noted that we are happy to continue with Lease Agreement payments, to provide proof of insurance and would comply with any necessary insurance changes if required.

The cottage is a humble abode but we take great pride in managing the land and our property. Inside the cottage, rather than wallpaper, we have lined every inch of the walls with family photos taken year after year, some dating as far back as the 50's. Anyone entering the cottage is immediately flooded with images of happy, family memories that span 6 generations. The thought of leaving this spot is simply unbearable. We find it difficult to speak about with our children and grandchildren without tears.

We greatly appreciate and lack words to express just how thankful we would be for Council to consider and grant our request - one that holds such great significance and one that is so incredibly dear to our hearts.

In great anticipation, we await your favourable response.

Sincerely, and in coordination with our children and grandchildren of 14, Terry and Jodie Schaefer



REPORT TO COUNCIL

To:	Mayor and Council
From:	Erica Kellogg, Deputy Clerk Planning and Development
Date of Meeting:	July 3 rd , 2024
Report Title:	Encroachment - Schaefer

Recommendation: THAT Council receives and approves this report as presented.

Background:

Late 2023 Staff contacted the Schaefer's informing them that the Encroachment Agreement subject to 47 Birch Point Road would no longer be entered into. Staff requested the Schaefer's reach out to discuss a work plan to remove the encroaching cottage and accessory structures from Municipal Lands.

Encroachment Agreements are authorized under By-law No. 2006-11. The same By-law provides that Agreements create no interest in the land or easement rights for the user. The Agreement is clear, and concise providing terms of termination which require a minimum of twelve (12) months notice.

Historically, Council has resolved similar encroachments by requiring the encroaching cottages be removed (Osborne/Woodward) or by selling a small portion of Municipal lands that surround the encroaching structure as long as public access to the water is maintained (Cosi). Historical decisions have set the precedent for future encroachment considerations along with the selling of Unopened Road Allowances.

This report is a chronological depiction of the Schaefer Encroachment Agreement which involves an entire cottage, two outbuildings of which includes an outhouse since there is no existing septic on site, a recreation trailer, and dock, all of which exist entirely on a portion of an Unopened Road Allowance of a Municipality maintained year round road leading to shore. The primary cottage does not meet front yard setbacks as per the current Zoning By-law.

Evaluation:

In 1991 this illegal encroachment was brought to the attention of Council by Mr. G Duly, who wrote to Council requesting a "reasonable portion of the road allowance be vested in" his name. At the time of the letter, Mr. Duly commented the cottage property had existed for 41 years. Council passed Resolution #1991-07 stating they did not agree to sell the Unopened Road Allowance nor make an agreement with Mr. Duly to "lease" the lands, citing it is the policy of Council "to retain all existing access to lakes". N.B. the current Official Plan Section 6.7: Road Allowances, maintains that Unopened Road Allowances will not be sold where "there is any possibility that there is a potential future public use".

In 2003 Council passed a by-law establishing policies for closing and selling Unopened Road Allowances which also permitted the entering into Encroachment Agreements on Unopened Road Allowances, for which there was no previous policy in place. Therefor, a letter was supplied to Ms. D. Schaefer, requesting the supplied Encroachment Agreement be returned with a fee of \$500 and insurance, both of which needed to be supplied annually.

A letter supplied to Council a month later from Ms. D. Schaefer informed Council that the possession of the cottage and outbuildings had been “transferred” from herself to her grandson the current “owner”, Mr. Terry Schaefer. From 2003 until 2008, the Agreement remained in Ms. Schaefer’s (Dorothy) but mailed to the care of Terry Schaefer.

Mr. Schaefer sent a letter July 2007, requesting Council to permit the Encroachment Agreement to be transferred from his grandmother (D. Schaefer) to himself. This letter, included in the agenda package, provides an outline of the existence of the cottage. Additionally, the letter showcases an interest in making aesthetic improvements to the cottage while also acknowledging should Council opt to not extend the Encroachment Agreement, Mr. Schaefer would be willing to “vacate the land and remove our cottage and outbuildings without questions”. Council approved the transfer of the Encroachment Agreement to Mr. Schaefer; however, no Encroachment Agreement has been executed since 2008. Although the lands are in the name of the Municipality, Mr. Schaefer has remitted property taxes since his 2007 Agreement. The annual fee of \$500 and the requirement of insurance provisions has not been met since 2017. Staff heard from Mr. Schaefer that at some point in time “Staff” informed him to stop making annual payments since the Agreements were being worked on; I cannot confirm this comment.

Over the course of the years, additional structures have been brought to the property. The initial Agreement was for “a building”. In 2005, By-law Enforcement provided Ms. D Schaefer, care of Terry Schaefer, a letter indicating a contravention of the Agreement as the owners had constructed an additional outbuilding which increased the encroachment on Municipal Lands. As of the date of this report, the encroachment has increased further. In addition to the cottage, an additional outbuilding has been constructed and a recreational trailer has been placed on the property that appears to be used for overnight accommodation.

The Schaefer’s having approached Council in the past to purchase the subject lands and were denied, have opted to address Council by deputation with the same request to purchase the Unopened Road Allowance leading to shore.

Conclusion:

The current Official Plan, Section 6.7 prescribed that Council will not sell Unopened Road Allowances leading to water unless there is other public access to the water in the immediate area. The few Unopened Road Allowances along the east side of Lake Cecebe are at minimum approximately 580 meters (2,000ft) apart. The closest existing public boat ramp located at Centennial Park in the Village of Magnetawan, is approximately 3,000 meters distance.

Additionally, the same Section of the Official Plan prescribes that Unopened Road Allowances will not be sold if there is any possibility that there is a potential future public use for the subject lands. The subject lands have the ability to provide water access for the public and the Municipality as the encroaching structures are at the end of a Municipality maintained year-

round road. Current Unopened Road Allowances leading to water are utilized for tourism activities such as snowmobiling, anglers and recreational watercraft activities to name a few.

Unopened Road Allowances were intended to be developed into a maintained road, wherein access to waterbodies would be available to the general public, not just shoreline property owners. Also, Section 5.4.6 of the Official Plan provides Planning policies for second tier (backlot) development. This Section requires that such development may occur in areas where there is public access to the waterfront. With each sale of Unopened Road Allowances leading to water, the ability for the Municipality to approve second tier development lessens.

The Schaefer's having enjoyed a licence to which the subject lands leading to shore have been utilized for several years. There is no lawful interest in the lands for the Schaefer's and the Municipality is under no obligation to sell the Unopened Road Allowance to the Schaefer's.

The Zoning By-law No. 2001-26 provides a minimum lot size for all zones within the Municipality. A sale of the subject lands would create an undersized lot which would be a direct contravention of the Zoning By-law. There is no legal non-conforming status as the Agreement executed did not invoke section 34 of the *Planning Act*. Sale of Municipal lands, such as Unopened Road Allowances, are provided to abutting owners, since a condition of sale is to have the subject lands merged on title with abutting owned land. The Schaefer's do not own abutting land.

Options:

Each application must be evaluated and measured against sound planning principles ensuring Council acts in good faith for the betterment of the community.

- 1) permit the Schaefer's to purchase the portion of the road allowance which the existing cottage and accessory structures encroach, creating an undersized, standalone parcel Contravene the Zoning By-law, Official Plan and By-law No. 2006-11; or
- 2) retain ownership of the Unopened Road Allowance leading to water for current and future public interest, requiring the removal of the encroaching structures enforcing Zoning By-law, Official Plan and By-law No. 2006-11.

Respectfully Submitted,



Erica Kellogg,
Deputy Clerk – Planning and Development



JUL 31 2011

Dear Honourable Mayor and Township Councilors,

Re: Road Allowance between Concessions 4 & 5, Birch Point Road

My purpose for writing to you today is to ask that you consider allowing the succession of the lease agreement between the Corporation of the City of Magnetawan and Dorothy Schaefer to myself, Terry Schaefer, her grandson. I request that the agreement be transferred to my name immediately, as was suggested by her power of attorney (and daughter) in a previously sent letter and copy of power of attorney earlier this year or upon her death, whichever you find most suitable.

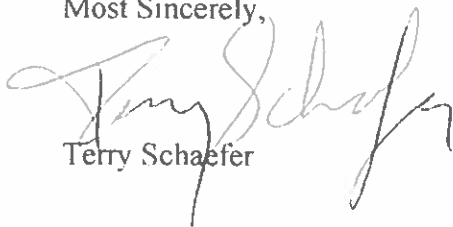
As you know, our cottage situated on Birch Point Road has been in our family since the mid 1950's. In the mid 1990's, a number of our family members who had frequented and enjoyed the cottage for many years begin to age; it became clear that someone needed to take full responsibility for the upkeep and care of the cottage. My immediate family and myself took on that responsibility almost 15 years ago. We are responsible for paying all the utility bills associated with the cottage as well as for the municipal taxes and annual lease agreement fee.

In an effort to enhance the aesthetic appearance of the building and surrounding grounds, over the past several years, we have made many improvements to the cottage. Last year, in accordance with a request from the township, we moved our out building (shed) 20 feet from it's original positioning after our neighbour had surveyed their land and found that the shed encroached on their property. Moving the shed, replacing the roof, deck and flooring of the cottage has cost a few thousand dollars. We are happy to spend this money for the benefit of being able to enjoy the Magnetawan area.

It is our intention to continue to care for the property and keep the buildings in order for as long as the township allows. Our hope is that our family and friends will be able to enjoy our cottage and contribute to the economy of the Magnetawan area for many generations to come. As per the annual lease agreement, we completely understand that our encroachment on crown land is a temporary agreement and should the township one day decide not to renew the annual lease agreement, we would vacate the land and remove our cottage and out buildings without question.

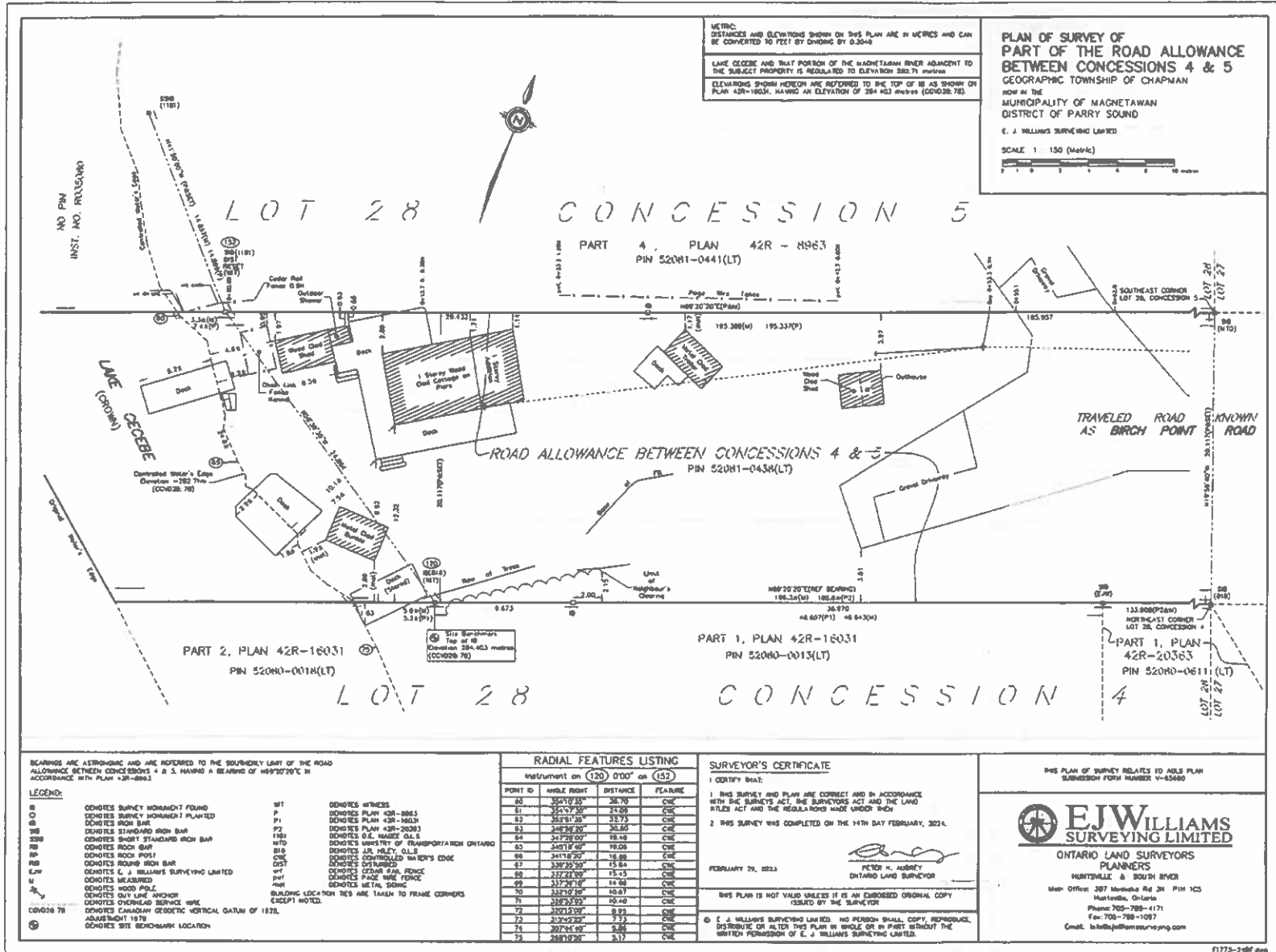
I sincerely hope that you will grant our request to transfer the lease agreement to myself as per the wish of my grandmother. Thank you so very much for taking the time to review this situation. If you have any questions for me, please do not hesitate to contact me at (905) 734-4566.

Most Sincerely,


Terry Schaefer

Council MTG. of August

Agenda Item # 7.2



BEARINGS ARE ASTROPHOMIC AND ARE REFERRED TO THE SOUTHERLY LIMIT OF THE ROAD ALLOWANCE BETWEEN CONCESSIONS 4 & 5, HAVING A BEARING OF $H99^{\circ}30'20''E$ IN ACCORDANCE WITH PLAN 42R-8963

LEGEND:

- | | | | |
|-----------|---|-----|--|
| B | CONGRES SURVEY MONUMENT FOUND | WT | CONGRES WITNESS |
| D | CONGRES SURVEY MONUMENT PLANTED | P | CONGRES PLAN 42R-8963 |
| IB | CONGRES IRON BAR | P1 | CONGRES PLAN 42R-16031 |
| SB | CONGRES STANDARD IRON BAR | P2 | CONGRES PLAN 42R-20363 |
| SBS | CONGRES SHORT STANDARD IRON BAR | PT | CONGRES T.E. MARSH O.G.S. |
| RB | CONGRES ROCK BAR | MTD | CONGRES MINISTRY OF TRANSPORTATION ONTARIO |
| RBP | CONGRES ROCK POST | SBK | CONGRES SURV. HELLY, O.G.S. |
| RB | CONGRES ROUND IRON BAR | CW | CONGRES CONTROLLED WATER'S EDGE |
| RBP | CONGRES ROUND IRON BAR | CS | CONGRES COUNTRIED |
| EW | CONGRES E. J. WILLIAMS SURVEYING LIMITED | CF | CONGRES CEDAR FENCE |
| U | CONGRES UNDESIGNED | WF | CONGRES WOOD FRAME FENCE |
| W | CONGRES WOOD POLE | MF | CONGRES METAL FENCE |
| LA | CONGRES LIME ANCHOR | ML | CONGRES METAL BUSHING |
| OS | CONGRES OVERHEAD SERVICE WIRE | | BUILDING LOCATION TIES ARE TAKEN TO FRAME CORNERS (GROUP) NOTED. |
| CD2008.78 | CONGRES CANADIAN GEODETIC VERTICAL DATUM OF 1928, ADJUSTED 1978 | | |
| (S) | CONGRES SITE BENCHMARK LOCATION | | |

RADIAL FEATURES LISTING

Measurement on (20 000" on (152

POINT ID	ANGLE RIGHT	DISTANCE	FEATURE
81	352°57'55"	28.76	Cut
82	282°57'35"	22.75	Cut
83	242°28'20"	20.65	Cut
84	247°25'00"	18.60	Cut
85	348°18'40"	18.06	Cut
86	341°18'20"	18.88	Cut
87	138°20'20"	15.84	Cut
88	222°21'20"	15.15	Cut
89	327°21'10"	14.88	Cut
90	227°21'10"	15.87	Cut
91	328°21'20"	10.40	Cut
92	328°21'20"	8.89	Cut
93	329°21'20"	7.73	Cut
94	297°21'10"	5.88	Cut
95	288°21'20"	5.17	Cut

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE 14TH DAY FEBRUARY, 2024.

FEBRUARY 29, 2024
PETER M. ASBURY
ONTARIO LAND SURVEYOR

THIS PLAN IS NOT VALID UNLESS IT IS AN EXPRESSED ORIGINAL COPY ISSUED BY THE SURVEYOR

© E. J. WILLIAMS SURVEYING LIMITED. NO PERSON SHALL COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF E. J. WILLIAMS SURVEYING LIMITED.

THIS PLAN OF SURVEY RELATES TO A DLG PLAN SURVEYING FORM NUMBER V-85400

EJWILLIAMS SURVEYING LIMITED
ONTARIO LAND SURVEYORS
PLANNERS
MORTVILLE & SOUTH RIVER
Main Office: 387 Mortville Rd. Stn. PIN 1C5
Mortville, Ontario
Phone: 705-788-4171
Fax: 705-788-1087
Email: info@ejwilliamsurveying.com

F1773-148F.009

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

By-law No. 2006-11

A BY-LAW TO ESTABLISH POLICIES
For Closing and selling of Road Allowances
and Licensing of Encroachments on Road Allowances

WHEREAS the Municipality may pass By-laws in respect of highways under its jurisdiction;

AND WHEREAS this Municipality from time to time receives applications to close and sell parts of these road allowances and to license encroachments thereupon;

AND WHEREAS it is the general policy of this Municipality that encroachments upon Municipal road allowances shall, over time, be removed;

AND WHEREAS the purpose of this By-law is to establish policies with respect to the disposition of, or retaining of, road allowances and licensing of encroachments on road allowances;

BE IT ENACTED AS A BY-LAW OF this Municipality as follows:

1 **General Policy**

Council may approve:

- 1.1 applications for closing and selling of unopened road allowances, except in those situations where Council deems it not to be in the best interests of the Municipality to proceed with such closings;
- 1.2 applications to license encroachments on road allowances, except in those situations where Council deems it not to be in the best interests of the Municipality to proceed with such licensing.

2 **Owner of adjacent lands**

The Applicants for road closing and licensing of encroachments must be an owner of land adjacent to or abutting that portion of said road allowance which is the subject matter of the Application, subject to Section 3.

3 **Application by non abutting Owners**

Council may consider and approve applications submitted by those persons who are not abutting land owners where Council is satisfied that :

3.1 **Consent**

the approval would not adversely affect the owner of land adjacent to or abutting the subject road allowance; in this regard, Council may require the applicant to obtain the consent of the abutting land owner(s);

3.2 **Access**

the applicant has appropriate road access (Municipally maintained roads and/or registered right-of-way) to the applicant's lands;

3.3 **Compliance**

the applicant's lands, including the lands which are the subject of the application, comply with the Zoning By-law requirements of the Municipality;

3.4 **Conditions**

such further conditions as Council deems necessary in light of the circumstances.

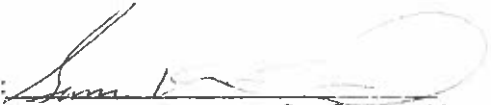
4 **Sale Price**


The sale price for the conveyance of a closed road allowance and the fee for the presence of an encroachment shall be based on a per square foot basis to be set by Council from time to time.

- 5 **Survey**
The Applicant for a road closing or encroachment license, if the Application is approved in principle by Council, may be required to obtain a survey of the subject property, which must show the original boundaries of the road allowance, and the location and size of all buildings situated on the road allowance. In the case of the closing of a shore road allowance, the survey shall show the original water level and the current water level.
- 6 **Legal and Administration Costs**
The Applicant will be responsible for all municipal, legal, administrative and survey costs in connection with the proposed Application. A Two Thousand (\$2,000) Dollar deposit will be required by the Municipality against legal and administrative costs.
- 7 **Shore roads under water**
No road allowance that is entirely under water shall be sold. Where a shore road allowance that is the subject of an application is partially under water, Council may direct that such portion that is under water not be sold and that such lands be shown as a distinct and separate part on the reference plan prepared pursuant to Section 5.
- 8 **Encroachments on road allowances**
Whereupon the Municipality gives approval for an encroachment, Council shall as a condition of such approval require the applicant to enter into a license agreement for such encroachment(s). The agreements, may include, among other things, provisions regarding the term and termination of the agreement, the removal of encroachments upon termination and payment of the Municipality's costs related to the authorization of such encroachment and the preparation of any agreements.
- 9 **Repeal of By-law No. 2002-23**
That By-law No. 2002-23 of this Corporation entitled "A By-law to Provide for the Leasing or selling of the soil and freehold of a Stopped up Highway or Part of a Highway" is hereby repealed.
- 10 **Repeal of By-law No. 2002-25**
That By-law No. 2002-25 of this Corporation entitled "A By-law to Establish Procedures with respect to Applications for Closing and Selling of Unopened, Unassumed Shore Road Allowances" is hereby repealed.
- 11 **Repeal of By-law No. 2003-08**
That By-law No. 2003-08 of this Corporation entitled "A By-law to establish policies for Closing and selling of Road Allowances and Licensing of Encroachments on Road Allowances" is hereby repealed.

Passed in open Council as read a First, Second and Third Time
this 22nd day of March, 2006.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Per: 
Sam Dunnett, Mayor

Per: 
Brenda J. Fraser, Clerk/Administrator

Moved by: _____

Seconded by: _____

WHEREAS the Council of the Municipality of Magnetawan receives the report and recommendations from Erica Kellogg, Deputy Clerk Planning and Development regarding the Minor Variance Application MV-01-24, 44 Magnet Road (Baird);

AND WHEREAS the Applicant seeks relief from Zoning By-law No. 2001-26 as amended, Section 3.1 h) (ii) to permit a proposed accessory structure to be located 0.2meters (8”) from the rear yard;

AND WHEREAS the Zoning By-law No. 2001-26 as amended requires a minimum rear yard setback of 10 meters (36 ft);

NOW THEREFORE BE IT RESOVED Council for the Municipality of Magnetawan denies the application.

Carried _____ Defeated _____ Deferred _____

Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

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

**COMMITTEE OF ADJUSTMENT
NOTICE OF HEARING**

IN THE MATTER OF Subsections (1 and 2) of Section 45 of the Planning Act, R.S.O., 1990.
TAKE NOTICE that the Municipality of Magnetawan has received a complete application for Minor Variance and that the Committee of Adjustment of the Corporation of the Municipality of Magnetawan will hold a Public Hearing on:

July 3, 2024

At 1:00 pm. at the

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

THE PURPOSE OF THE PUBLIC HEARING is to consider a Minor Variance application submitted by the Owner of Plan M391 Lot 9 PCL 18592, municipally known as 44 Magnet Road. They proposed a minor variance application for relief from Zoning By-law 2001-26, as amended, Section 3.1 h) (ii).

The applicant has requested the following Minor Variance to permit:

Provision	By-law 2001-26	Requested
3.1 h) (ii) Minimum Rear Yard Setback	10 metres	1. A rear yard setback of 0.2 metres (8").

INFORMATION AVAILABLE

Information relating to the proposed Minor Variance application is available for public review on the municipal website – www.magnetawan.com – or by request during business hours, Monday to Friday from 8:00 am to 4:00 pm, at the Municipality of Magnetawan Municipal Office (4304 Hwy #520 Magnetawan, Ontario, P0A 1P0) or by emailing: planning@magnetawan.com

NOTICE OF DECISION

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

ORAL AND WRITTEN SUBMISSION – APPEAL

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

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

PLEASE SUBMIT ANY WRITTEN COMMENTS TO KERSTIN VROOM

Quoting File No: BAIRD MINOR VARIANCE

Erica Kellogg, Deputy Clerk – Planning and Development

Municipality of Magnetawan, P.O. Box 70

Magnetawan, Ontario, P0A 1P0

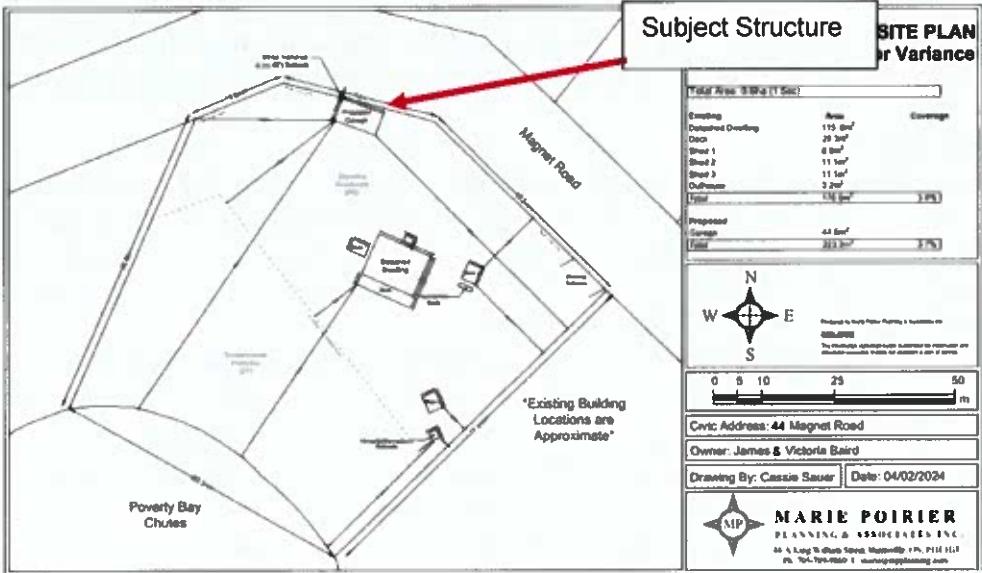
705-387-3947 ext. 1001, planning@magnetawan.com

DATED at the Municipality of Magnetawan this 24th day of June 2024.

KEY MAP OF SUBJECT PROPERTY



PROPOSED SITE PLAN





STAFF REPORT

To:	Committee of Adjustment
From:	Erica Kellogg –Deputy Clerk – Planning and Development
Application:	Minor Variance – Proposed construction of an accessory structure
Subject Land:	44 Magnet Road, Magnetawan
Report Date:	July 3 rd , 2024

Recommendation:

The Council of the Municipality of Magnetawan receives and approves the report and recommendation by Deputy Clerk – Planning and Development regarding the Minor Variance Application MV-01-24, 44 Magnet Road (Baird) and denies the application.

Background:

Marie Poirier Planning & Associates Inc. (agent) acting on behalf of the property owners (Jame and Victoria Baird) have submitted a Minor Variance (MV) application seeking relief to permit a two-storey accessory structure (approx. 480sqft) to be built 0.2m (8") from the rear yard.

The property owners previously applied for and received a building permit based on a site sketch provided by the property owner showcasing a rear yard setback of 10.9 meters (36'ft). The Building Department found the accessory structure footings were substantially closer to the road and not within the approved setback. The property owners had the option to relocate the footings to the area indicated on the approved site sketch. The owners opted to complete a pre-consultation to which Staff provided a memo indicating the proposal was not suited to a Minor Variance. Staff also informed the agent, that should a Planning application be submitted, Staff would not support the proposal; the owners opted to press forward with an application.

This MV application seeks relief from Section 3.1 h) (ii) – Minimum Rear Yard Setback of the Zoning By-law. The required minimum setback is 10m (32ft) from the rear yard. The agent has provided a site sketch showcasing the proposed structure with a proposed 0.2m (8" inches) set back from the rear lot line. The Committee is advised, this a site sketch and as such it does not provide assurance that the proposed location is not located within the 66ft width of Magnet Road.

Planning Review

The subject lands are legally described as Croft M391 Lot 9 PCL 18592, Municipally known as 44 Magnet Road, hereafter referred to as the "subject lands". The subject lands are accessed via Magnet Road, which is a Municipality owned and maintained year-round road, see Figure #1.

The subject land is designated Residential Shoreline and Rural in accordance with the Municipality of Magnetawan Official Plan, Land Use Schedule 'A', Figure #2. As per the Municipality of Magnetawan Zoning By-law Schedule A-1 the subject lands are zoned Shoreline Residential and Environmental Protection Figure #3.

Figure #1 Subject Lands



Figure #2 Official Plan Schedule A



Figure #3 Schedule A-1



The subject lands currently contain an existing dwelling and three accessory structures. MPAC identifies the subject lands having a total of 65.5m (215 feet) of frontage and a total lot area of 6110.75 square meters (1.51 acres).

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

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

The subject lands are designated Shoreline and Rural and have been identified to contain Fish Habitat. The proposed development is not located within the identified Fish Habitat area and according to the Planners Justification is in fact at minimum 31m setback from the habitat. Within the Rural and Shoreline designations, residential use includes accessory structure use. Yes, the proposed development is a permitted use within these designations since the development maintains the natural state of the subject lands.

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

The intent and purpose of the Zoning By-law is to prescribe among other things, setbacks as noted in Section 3.1. Setbacks reduce any potential risk or hazard, which include safety, privacy and/or environmental impact. Although the use of the accessory structure complies with the existing zoning, the proposed location of the structure is not in keeping with the Zoning By-law. No, the the proposed setback of 0.2meters (8") does not maintain the intent of setbacks are required within the Zoning By-law that being, 10m (32ft).

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

When accessory structures are used for purposes other than gain or profit and are located as per the required setbacks, the use is desirable and appropriate. The structure is proposed to be located not only 8" from the rear lot line, it is also proposed to be located on the bend of Magnet Road. The combined proposed location and setback creates compounds the potential hazards. The development will negatively impact municipal infrastructure and/or create hazards

compromising public safety as noted within the Department Comments. No, the development is not appropriate or desirable.

4) Is the proposed development minor in nature?

Minor Variances are not evaluated as a specific formula, rather a variance is generally perceived to be 10% or less. This application seeks a variance greater than what is minor in nature. The pre-consultation informed the agent that the proposed development would not be supported by Staff since the development does not comply with sound planning principles. The applicants Planner does provide justification to support the proposed development with regard to use, however; the location being 8" from a Municipal Road on a bend is not minor in nature. No, the development is not minor in nature as it far exceeds the 10% rule.

Comments from Departments:

Building:

Structure potentially blocking motorist's view. Snow build up from plows, and water accumulation as the road is higher in elevation causing damage to the wood structure. Site plan including setbacks was discussed with owner during application stage of Building Permit, therefore was fully aware of the requirements.

By-law: no concerns from a By-law perspective

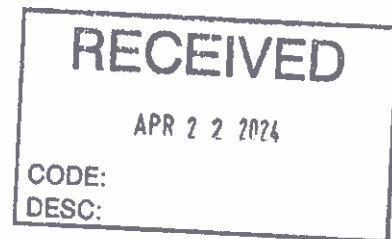
Roads: A sight line issue on the bend in the winter for the snowplow and other vehicles alike is a concern. In the future if the municipality decides to widen the road, 8" is not a lot of space from a structure whether were talking snow storage or drainage.

Fire Chief: with it being that close to the road and on a curve, the building has the potential to be struck by a vehicle. Not sure what the second storey is being used for, but it could be hazardous if occupied.

Conclusion

Staff are of the opinion the proposed development as it pertains solely to use, is compatible with the property and surrounding area. However, the proposed location will result in risk to the motoring public, occupants of the proposed structure due to the proximity of the road and will impede road maintenance/improvement for the Municipality. The Minor Variance as presented meets only one of the four required Minor Variance tests making the proposal unfit to be considered minor in nature. Staff recommend the Minor Variance application be denied and require the owners to relocate the existing footings and build the structure in accordance with the previously approved Building Permit issued on the bases of the supplied site sketch.

Respectfully submitted,
Erica Kellogg
Deputy Clerk
Planning and Development



**M A R I E P O I R I E R P L A N N I N G
& A S S O C I A T E S I N C .**

Marie E. Poirier, B.Sc., MCIP, RPP
44-A King William Street, Huntsville, ON P1H 1G3
Phone: 705-789-9860 Fax: 705-789-9768 E-mail:marie@mpplanning.com

April 19, 2024

Municipality of Magnetawan
4304 Hwy #520, P.O. Box 70
Magnetawan, ON
P0A 1P0

Attention: Erica Kellogg, Deputy Clerk Planning and Development

Dear Ms. Kellogg:

**RE: Application for Minor Variance
44 Magnet Road, Magnetawan P0A 1P0
Roll Number: 494403000302339
Part of Lot 17, Concession 11, CROFT
Municipality of Magnetawan**

We are the authorized agent for the owners of the above-noted property, with respect to planning and building matters related to the above-referenced property located in the Municipality of Magnetawan.

we are submitting a Minor Variance application to facilitate the development of the proposed 2-storey garage, on a developed residential property.

The subject lands are designated Shoreline and Rural in the municipality's Official Plan. The subject lands are zoned Shoreline Residential (SR) with a portion of the property zoned Environmental Protection (EP) –in the Township's Zoning By-law 2001-26.

A building permit has been issued for the proposed garage, however, due to a measurement misunderstanding, the form/rebar for the garage was constructed closer to the property's rear lot line than proposed. Therefore, we are requesting relief from the Zoning By-law to permit the rear lot line setback reduction.

For your review, please find the following enclosed:

Zoning Amendments – Consents – Site Planning – Expert Witness – Policy Planning
Project Management – Site Analysis – Property Redevelopment – LPAT Appeals

- One (1) copy of an Application Form for Minor Variance;
- One (1) copy of an authorization form allowing our firm to act on behalf of the owners;
- One (1) copy of Land Registry Office documents.
- One (1) copy of the Planning Justification Report and associated appendices;
- Three (3) copies of the Site Plan.

The required application fee of \$500, together with the required deposit of \$2000 will be submitted to the Township by the property owner.

We trust that you will find this application to be in order. However, if you require anything further or have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Thank you for your cooperation and assistance with this application; we look forward to hearing from you.

Sincerely,



Cassie Sauer
Marie Poirier Planning & Associates Inc.



MARIE POIRIER
PLANNING & ASSOCIATES INC.

Planning Report

Prepared For:

James & Victoria Baird

44 Magnet Road

Municipality of Magnetawan

District of Parry Sound

Planning Justification Report

**44 MAGNET Road (Baird)
Roll no. 494403000302339
Municipality of Magnetawan, District of Parry Sound**

**Application for a Minor Variance
Pursuant to Section 45(1) of the Planning Act**

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BACKGROUND & PURPOSES

The owner of 44 Magnet Road would like to construct a 44.6m² (480ft²) detached two-storey garage on the subject lands. The purpose of this Minor Variance application is to seek relief from Zoning By-law 2001-26:

1. To permit a rear yard setback of 0.2m (8in), whereas 10m (32ft) is the minimum required.

This application is required because of an honest mistake on the owner's behalf. The submitted building permit was approved but not complied with (**Appendix I** contains the associated construction documents). The owner had every intention of complying with the municipality for the construction of the proposed garage, but measured the setback from the road shoulder, not the property line. At this time, the owner has spent a significant amount of money preparing the area with backfill, forms, and rebar for the concrete slab. The financial and environmental cost of tearing out the prepped foundation, supersedes the minor variance process, which is why this application is presented today. Please see **Figure 1 & Appendix IV** for the Site Plan.

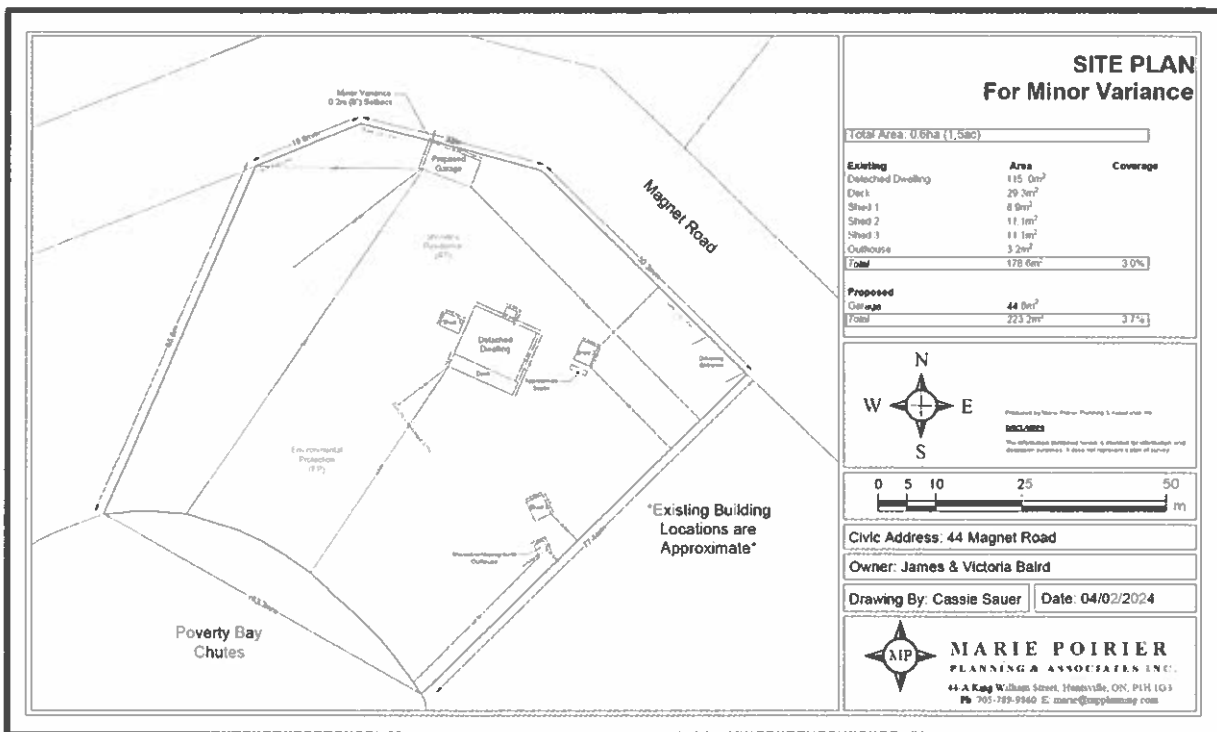


Figure 1: Site Plan

PROPERTY DESCRIPTION

LEGAL

PIN: 52087-0155

Property Description: PCL 18592 SEC SS; LT 9 PL M391; MAGNETAWAN

See **Figure 2**.

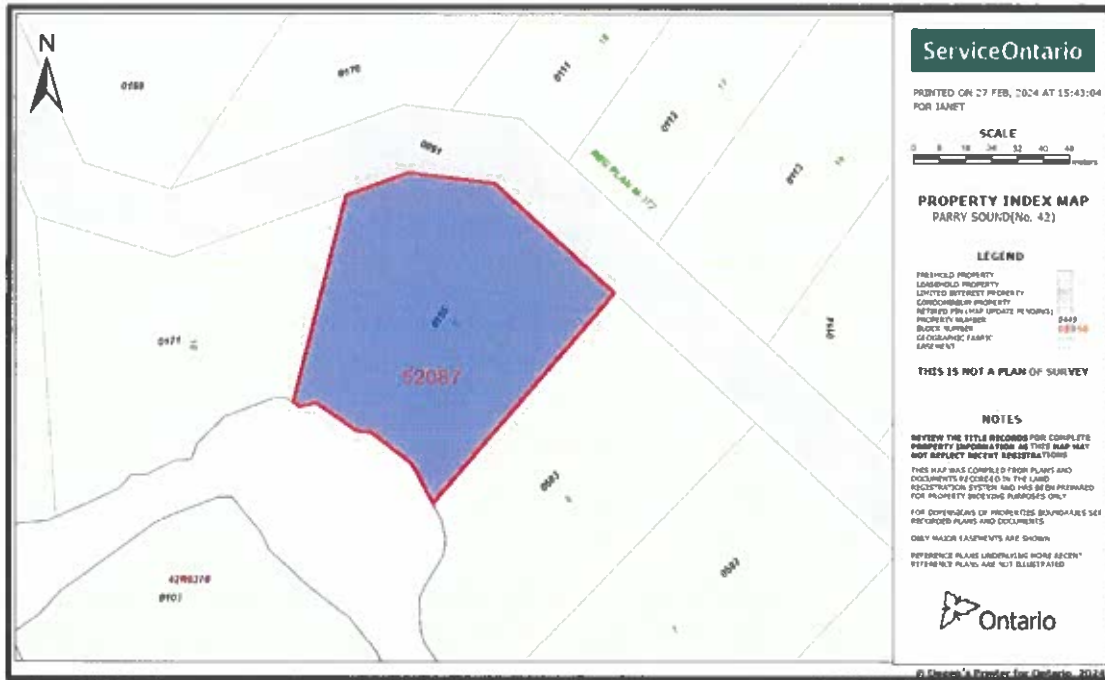


Figure 2: Parcel Index Map (Source: OnLand)

PHYSICAL



Figure 3: Aerial photo of the subject property (MNR Online Map)

The property has a gradual slope from Magnet Road toward Poverty Bay Chutes, with an elevation between 280-265 mASL across the entire property.

The lot has a total lot area of ±0.61ha (1.5ac) and a frontage of ±63.3m (207.7ft) on Poverty Bay Chutes. The rear lot line of the property abuts Magnet Road, a year-round municipally maintained road, with a straight-line frontage length of ±93m (305.1ft). Most of the properties nearby are zoned Shoreline Residential (RS) Zone and are similar in size and frontage to the subject property. See **Figure 3**.

NATURAL

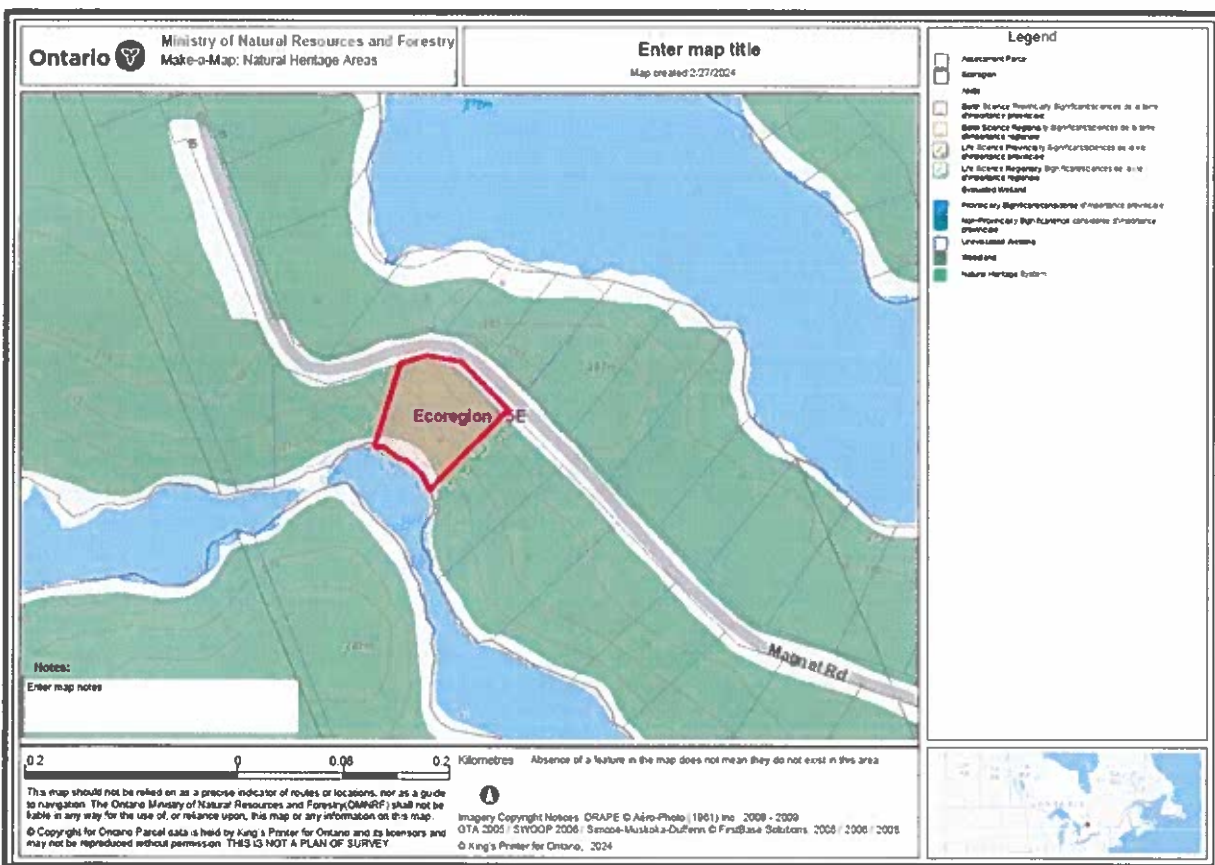


Figure 4: Natural Heritage Features identified on subject property (MNR Online Map)

Based on aerial imagery, the northern half of the property has been cleared, whereas the southern portion of the property remains heavily vegetated with mature trees that can be commonly found in the local area. The property is located in Ecoregion 5E, with non-significant woodland.

No ANSI, wetlands and significant wildlife habitat have been identified by MNR and the Municipality's Official Plan. However, fish habitat has been identified on the Municipality's Official Plan, and the related policies will be discussed in the sections below. See **Figure 4**.

CHARACTER ANALYSIS

The current use of the property is year-round residential and is situated on the shoreline of the Poverty Bay Chutes. The property consists of a main building with an attached deck, three (3) sheds, a moveable outhouse, and septic area. Please see **Appendix V** for site photos.

The surrounding land uses are residential, single-detached dwellings. Some properties in the neighbourhood consist of a detached garage, similar to the subject proposal. Property lines between neighbours have moderate to substantial vegetation coverage, creating privacy.

PLANNING ANALYSIS

PROVINCIAL POLICY

Planning Act

The Planning Act was reviewed for the purposes of this application with special attention given to Sections 45 (1) and 45 (2) as it pertains to minor variance applications and the powers of the Committee of Adjustment. This application adheres to the required planning processes and this report addresses the criteria for an application pursuant to this section.

Section 45 (1) outlines the powers of the Committee of Adjustment as follows:

The committee of adjustment, upon the application of the owner of any land, building or structure affected by any by-law that is passed under section 34 or 38, or a predecessor of such sections, or any person authorized in writing by the owner, may, despite any other Act, authorize such minor variance from the provisions of the by-law, in respect of the land, building or structure or the use thereof, as in its opinion is desirable for the appropriate development or use of the land, building or structure, if in the opinion of the committee the general intent and purpose of the by-law and of the official plan, if any, are maintained. R.S.O. 1990, c. P.13, s. 45 (1); 2006, c. 23, s. 18 (1); 2009, c. 33, Sched. 21, s. 10 (11).

This planning justification report will support the satisfaction for the four tests of a Minor Variance application, and it is further our opinion that the application:

1. Is minor in nature;
2. Desirable for the efficient use of the property;
3. Maintains the general intent of the Zoning By-law; and
4. Maintains the general intent of the Official Plan.

Provincial Policy Statement 2020

With respect to the Provincial Policy Statement (PPS), the entire statement was reviewed and specific attention was given to 1.1.5 Rural Lands in Municipality, Sections 2.1 Natural Heritage, and 2.2 Water. The policies were stated as follows:

1.1.5.2 On rural lands located in municipalities, permitted uses are:

e) home occupations and home industries;

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

2.1.5 Development and site alteration shall not be permitted in:

b) significant woodlands in Ecoregions 6E and 7E

d) significant wildlife habitat;

2.1.6 Development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements.

2.1.8 Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.

2.2.2 Development and site alteration shall be restricted in or near sensitive surface water features and sensitive ground water features such that these features and their related hydrologic functions will be protected, improved or restored. Mitigative measures and/or alternative development approaches may be required in order to protect, improve or restore sensitive surface water features, sensitive ground water features, and their hydrologic functions.

The existing development is appropriate for the character of the neighbourhood and the surrounding uses.

Section 2.1 of the Provincial Policy Statement focuses on the protection of natural heritage features, including significant wetlands, woodland, ANSI, wildlife habitat, fish habitat and the areas adjacent to these features. The property is not within Ecoregion 6E or 7E and is therefore not categorized as significant. Section 2.2 focuses on the protection of hydrological features. Only fish habitat was identified in the MNR Online Map, and Local Official Plan. The proposed garage is setback appropriately from the fish habitat and the related policies will be discussed in the sections below.

As per the above review and analysis of the Planning Act and Provincial Policy Statement, it is our opinion the application for the proposed Minor Variance is consistent with both governing provincial planning documents.

Growth Plan for Northern Ontario

The Municipality of Magnetawan is within the jurisdiction of the Growth Plan for Northern Ontario 2011. As such, the development within the Township is subject to the guiding policies contained therein, which aim to bolster economic growth and prosperity, promote environmental stewardship and develop sustainable communities within Northern Ontario. This Plan was reviewed in its entirety, with Section 2 Economy and Section 6 Environment the most relevant to the subject applications.

Though broad in its scope, among other things, the Growth Plan for Northern Ontario 2011 aims to provide policy guidance to promote good planning and decision-making as it relates to environmental sustainability and stewardship. The Growth Plan specifically speaks to sustainable development of natural resources with a balanced approach to environmental, social and economic, health, including the protection of water quality and encourages the protection of surface and groundwater features.

The subject Minor Variance Application would facilitate the proposed development, which fits the character of the designation and the surrounding neighbourhood, while continuing to protect the fish habitat adjacent to the property.

MUNICIPALITY OF MAGNETAWAN OFFICIAL PLAN

The property is designated Shoreline and Rural in the Municipality of Magnetawan Official Plan – Schedule A (see **Figure 5**). The property also has Fish Habitat identified on the south half of the property in Schedule B (**Figure 6**). The entire Official Plan was reviewed for the purpose of this report.

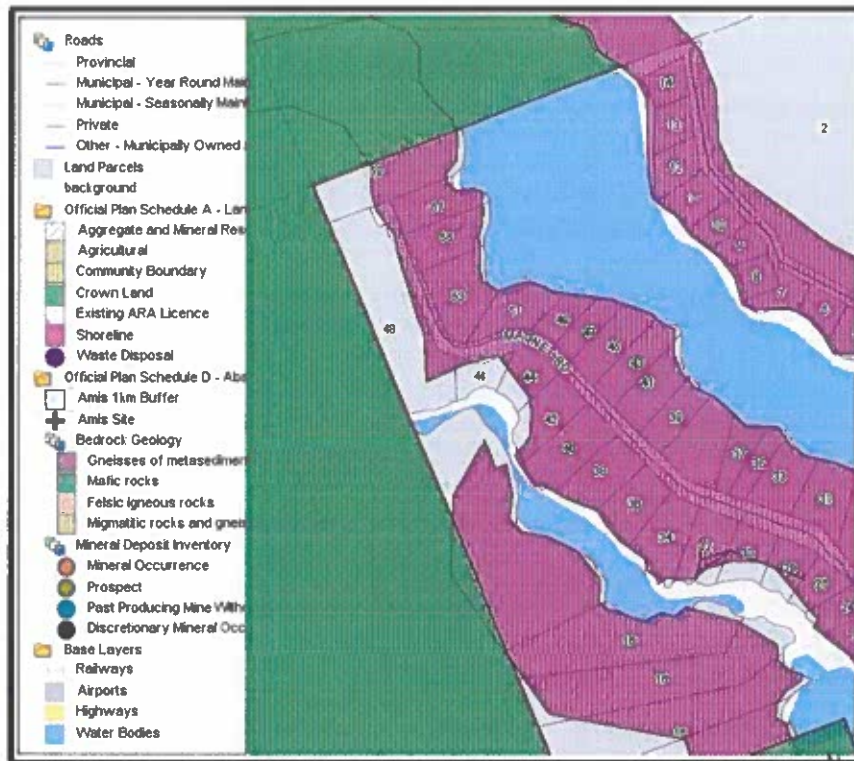


Figure 5: Magnetawan Official Plan - Land Use



Figure 6: Magnetawan Official Plan Land - Natural Heritage

In terms of constraints and applicable policies, the following applies to the subject property:

Section 4.0 General Development Policies

4.7 Significant Fish Habitat

Schedule B outlines areas that have been identified as Type 1 fish habitat. These areas are important feeding, spawning and nursery areas and must be protected to ensure a healthy population of sports fish in the Municipality and in the watershed.

New lots fronting onto Type 1 fish habitat areas shown on Schedule B shall be sufficiently large to provide an area of at least 10 metres of frontage that is outside of the significant habitat area...Setbacks of 30 metres from cool or cold-water streams and 15 metres from other streams are required. Where there is no reasonable alternative to locating waterfront activity areas outside of the identified fish habitat areas or areas of unknown fish habitat or where setbacks cannot be met, development may only be permitted where it is demonstrated to the satisfaction of the approval authority that there will be no negative impact on significant fish habitat... Proponents of development in these areas shall be required to submit an Environmental Impact Assessment report from a qualified professional identifying the nature of the fish habitat and limits of the fish habitat areas and providing recommendations regarding preservation of the habitat.

4.10 Adjacent Lands

Adjacent lands are the lands adjacent to a natural heritage feature within which potential impacts of a development proposal must be considered. For the purposes of this Official Plan, adjacent lands are defined as all lands within:

- *120 metres from the boundary of a significant fish habitat area; and*

All development is setback adequately from the stream, with the smallest setback being 31m. The proposed garage is not located within the identified fish habitat and will have no affect on the shoreline. It is our opinion that an Environmental Impact Assessment is not appropriate for this development application.

Section 5.2 Rural

5.2.1 Permitted Uses

Permitted uses include agriculture, farm related uses and uses that produce value added agricultural products from the farm operation, forest management, conservation, parkland, fishery resource management, mineral exploration and mining, residential dwellings, group homes, home occupations, home industries, pits and quarries, wayside pits and quarries and portable asphalt plants, commercial fur harvesting, hunt camps, small scale industrial and commercial developments, waste disposal sites and accessory uses.

5.2.2 Residential

Limited new permanent residential development shall be permitted in the Rural Areas, preferably in close proximity to other residential uses as infilling on existing roadways where school busing and municipal winter maintenance is presently being provided. Scattered or isolated development that would result in an increase in municipal servicing costs shall be discouraged. Residential subdivisions are not permitted in the Rural Areas New lots should have a minimum lot size of 1.0 hectares (2.47 acres).

The existing single detached residential dwelling and associated structures is appropriate for the Rural designation. The property has been a residential use since at least 2006. The proposed garage is intended for storage purposes, as the family is growing and requires more space. The upper floor of the garage will not be used as a dwelling. The development is already in a neighbourhood being serviced by the municipality and the construction of the proposed garage will not affect municipal costs.

Section 5.4 Shoreline

5.4.1 Permitted Uses

Permitted uses in areas designated Shoreline on Schedule 'A' shall include detached dwellings, commercial tourist resorts with associated commercial uses, lodges, motels, hotels, marinas, and recreational activities. All of the shoreline areas in the Municipality are designated as Shoreline with the exception of those within the Community Designation. This designation is not intended to anticipate that all of the shoreline will become developed for permitted uses. Rather, it is intended to reflect that the shoreline areas are an ecological unit that must be considered in its entirety.

5.4.8 It is the intent of this Plan that new development in the Shoreline Area be directed to lands that are physically suitable for development in their natural state in an effort to maintain the area's unique character. Creating lands that are suitable for development by blasting or filling the natural landscape or dredging the lake bottom shall not be permitted.

The existing single detached residential dwelling and associated structures are permitted within the Shoreline designation. The property remains in a fairly natural state with existing and proposed unoffensive structures. The overlying intention of low impact shoreline development is exemplified in how the owner has used the property to date. The construction of the proposed garage will be of minimal impact to the shoreline, soil, water, and vegetation.

In summary, the proposed development is appropriate for the Municipality of Magnetawan Official Plan in terms of use, impact, and character. The reduced rear yard setback for the proposed garage does not significantly offend any Official Plan policy, will not create any adverse environmental or visual impacts, and is in character with the neighbourhood. On the basis of conformity with the Official Plan, the application should be recognized.

MUNICIPALITY OF MAGNETAWAN ZONING BY-LAW 2001-26

The subject property is zoned Shoreline Residential (RS) and Environmental Protection (EP) in the Municipality of Magnetawan Zoning by-law 2001-26. **Figure 7** illustrates the split zone on this property.

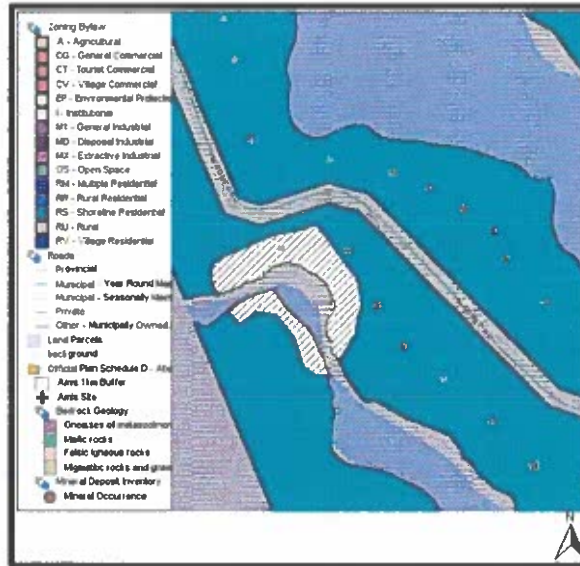


Figure 7: Municipality of Magnetawan Zoning Map

In respect to the subject Minor Variance application, the following zone provisions apply:

SECTION 4.2 SHORELINE RESIDENTIAL (RS)

4.2.1 Permitted Uses

The permitted uses for the Rural Residential (RS) zone are listed as follows:

- i) detached dwelling*
- ii) home occupation*
- iii) bed and breakfast establishment*

The detached dwelling and associated/accessory structures are permitted in the Shoreline Residential Zone. **Table 1** below outlines the zone provisions.

4.2.2 Regulations for Permitted Uses

	Metric
i) Minimum Lot Area	- 1.0 ha
ii) Minimum Lot Frontage	- 90 m
iii) Minimum Front Yard	- 15 m
iv) Minimum Interior Side Yard	- 3.5 m
v) Minimum Exterior Side Yard	- 7.5 m
vi) Minimum Rear Yard	- 10.0 m
vii) Maximum Lot Coverage	- 15%
viii) Maximum Building Height	- 10.7 m
ix) Area - Natural Vegetation Area or Landscaped Open Space	Minimum Ground Floor 65.0 mx) Minimum - 70% of front yard.

Table 1: Municipality of Magnetawan Zoning By-law

The permitted rear yard setback is 10m. The proposed garage setback is 0.2m and is the propose of this Minor Variance application.

Roughly half of the property is located within the Environmental Protection Zone. The follow policy applies:

4.16 ENVIRONMENTAL PROTECTION ZONE (EP)

No person shall within any Environmental Protection Zone (EP) use any land, or erect, alter or use any building or structure except in accordance with the following provisions:

4.16.1 Permitted Uses

- i) *conservation*
- ii) *resource management activities*
- iii) *passive public parks*

4.16.2 Regulations for Permitted Uses

No buildings or structures including accessory buildings or structures with the exception of pump houses and buildings and structures for flood and erosion control are permitted in the Environmental Protection (EP) Zone.

The property does not contain any structures within the Environmental Protection Zone. The proposed garage is located ±28.2m from said zone.

The proposed two-storey garage is considered an Accessory Building, therefore the following policy applies:

SECTION 5 DEFINITIONS

Accessory Building: A use, separate building or structure, which is usually incidental, subordinate, exclusively devoted to and located on the same lot as the principle use, building or structure.

SECTION 3 GENERAL PROVISIONS

3.1 Accessory Buildings, Structures and Uses

a) Permitted Uses

Where this By-law provides that a lot may be used and a building or structure may be erected or used for a purpose, that purpose shall include any accessory building or structure or accessory use provided that a valid building permit for the principal use, if required, is issued or that the principal building or structure is already in existence on the lot.

Accessory buildings shall not be used for:

- i) *any occupation for gain or profit conducted within or accessory to a dwelling unit or lot except as specifically permitted in accordance with this By-law; or*
- ii) *human habitation except where specifically permitted by this By-law.*

The proposed garage is permitted and was issued a building permit, although the permit has not been closed due to the misunderstanding in setback measurement. The proposed garage is not being used for any occupation for gain or profit or for human habitation.

b) Setback Requirements

Except as otherwise provided by this By-law, any accessory building or structure shall comply with the yard requirement of the zone within which it is located.

c) Lot Coverage and Height

The total lot coverage of all accessory buildings and structures, excluding swimming pools, shall not exceed 5 per cent of the lot area nor shall the height of any accessory building or structure exceed 5.0 metres except where otherwise permitted.

The setback requirement is being addressed through this application. The existing lot coverage is 3.0%; the proposed lot coverage is 3.7% which does not exceed the maximum of 5.0%. The proposed garage height of 5.9m (19'-11^{3/8"}), was not identified as an issue in the building permit or Pre-consultation Memo, and falls under the policy below, with a maximum height of 7.6m (24.9ft).

h) Garages or Other Accessory Buildings or Accessory Structures

Notwithstanding the yard and setback provisions of this Bylaw to the contrary, an attached or detached private garage or other accessory building or accessory structure may be erected and used in an interior side or rear yard, provided that:

- i) *Interior Side Yard Where such accessory building or accessory structure is located in an interior side yard, and is 5.0 metres or less in height, the minimum setback for the interior side lot line shall be 1.5 metres.*

- ii) *Rear Yard: Where such accessory building or accessory structure is located in a rear yard and is 5.0 metres or less in height, the minimum setback to the rear lot line shall be 1.5 metres except, where the rear lot line abuts a municipally maintained road, it shall not be closer than 10 metres to the rear lot line.*
- iii) *Height: Notwithstanding any other provisions of this by-law to the contrary, a detached garage shall have a maximum height of 7.6 metres, provided all other applicable provisions of this by-law are met.*

The existing accessory structures are at least 1.5m setback from the interior lot line and are under 15m² (161ft²), which would require a permit. As the proposed garage is located 0.2m from the rear lot line, we are hereby requesting the following variance:

1. To permit a rear yard setback of 0.2m (8in), whereas 10m (32ft) is the minimum required.

The proposed development complies with most of the regulations of the Shoreline Residential Zone; any non-compliances have been addressed in this application. The subject application seeks relief from the Zoning By-law to permit the reduced rear yard setback. The application will not result in any site alteration in the EP Zone or physical shoreline.

FOUR TESTS FOR MINOR VARIANCE

1. Is the application minor in nature?

The subject application is to permit a rear yard setback of 0.2m (8in), whereas 10m (32ft) is the minimum required. This is a variance of 9.8m (32.2ft). The rear lot line abuts a quiet, well vegetated road allowance, and given the distance between neighbours, it is our opinion that this variance is minor.

The surrounding property owners have expressed no concern regarding the reduction in setback and is fully supportive regarding the location of the structure. Public comments/signatures obtained by the surrounding neighbours are attached as **Appendix II**. The well-established test as to whether a variance is minor is that of qualitative impact and not necessarily numerical or quantitative. The reduced setback in this case, will have no impacts on the environment aesthetics or character of the area and is therefore in our professional opinion, minor in nature.

2. Is the application desirable for the appropriate development or use of the land, building or structure?

The proposed Minor Variance for the garage abutting the rear yard is desirable and appropriate for the use of land, as it is appropriate in size and will provide storage and utility for the existing dwelling. The placement of the structure in proximity to the driveway allows the property owner to efficiently and effectively store and retrieve items from the dwelling and vehicles. The location also provides sufficient setbacks from the side lot lines, and remains close to the main structures, without obstructing views to and from the house and road.

There are several single-family homes with detached one to two-storey garages in the immediate area and the proposal is therefore in character with the neighbourhood. The owner will be using the garage for personal use and has no intention of expansion or commercial use.

Therefore, it is our opinion that the proposed minor variance is desirable for the appropriate development or use of the land.

3. Is the application keeping with the general intent and purpose of the Zoning By-law?

Generally, the intention of a 10m rear yard setback is to reduce the interference and disturbance to abutting properties. Supporting letters were provided by the neighbours most directly affected to the east, west, and across the road, showing that the proposed garage will not cause a significant disturbance to their property use.

There is an adequate vegetation buffer to reduce any visual disturbance to neighbours. In regard to road maintenance, the proposed garage is not encroaching on municipal property, and there is a significant distance from the structure to the paved road, including a ditch. Lastly, the lot coverage will not exceed the permitted maximum.

Therefore, it is our opinion that the proposed Minor Variance to reduce the rear yard setback complies with the general intent and purpose of the Zoning By-law.

4. Is the application keeping with the general intent and purpose of the Official Plan?

The main objectives of the local Official Plan for lands designated Shoreline and Rural is to preserve the rural character of the Municipality by preventing incompatible land uses and protecting shoreline and agricultural land. The Official Plan also seeks *to maintain or enhance the natural environment in the Municipality as an ecosystem comprised of many related components and linkages between these areas and to control the density and intensity of development on the lakes in the Municipality in order to protect the natural features and visual qualities of the shoreline and to ensure development on the lake does not exceed the biological or recreational capacity of any water body.*

The proposed Minor Variance is not intended to change the land uses and intensity of the property. The existing residential use has been contributing to the neighbourhood character and the associated proposed garage will not impact said use. The lot coverage is in keeping with low density impact.

The proposed garage, and overall development is setback from the shoreline and does not negatively impact the natural features or visual quality of water way or shoreline.

Lastly, the proponent has no intention to remove the vegetation on the property, contributing to the maintenance of the natural heritage system of the area.

Therefore, it is our opinion that the application is keeping with the general intent and purpose of the Official Plan.

SUMMARY & CONCLUSION

During the Pre-consultation stage of this application, Staff indicated that they could not support this application, citing the reduced setback, potential roadwork and hydro lines; this report has addressed all concerns. Staff also indicated that a Zoning By-law Amendment would be more appropriate, but as illustrated in this report, the proposal achieves the four tests of a minor variance (the Pre-consultation Memo is attached as **Appendix III**).

In summary, we would like to request the following Minor Variance:

1. To permit a rear yard setback of 0.2m (8in), whereas 10m (32ft) is the minimum required.

The rationale and summary for the proposed Minor Variance is as follows:

- There are no significant natural and hydrological features adjacent to the proposed building location, therefore, the proposed minor variance will not negatively affect those features.
- Allowing the proposed Minor Variance would allow the property owner to better utilize the property.
- Magnet Road is low traffic; road maintenance concerns are mitigated by the fact that the proposed garage will be set back from where the physical pavement begins, with a ditch as a buffer.
- The placement of the fill and forms was an honest mistake made by the owner; the cost to relocate the foundation will be significant, and the environmental damage to do so is unknown. The property is quite sloping, and there is limited space to build; moving the proposed garage from the property line would involve moving a large boulder and the household well. With the addition of retaining walls, the owner has estimated the cost of relocation to be approximately \$100,000.
- Concerns regarding the hydro lines are an issue between the hydro company and the applicant, not the Municipality.
- The proposed Minor Variance will remain in character and compatible with the surrounding land use and will not adversely affect the abutting properties. In fact, the property directly across the road (49 Magnet Road), and several properties in the area, have detached garages.
- The proposal satisfies the four tests for a Minor Variance in the sense that:
 - a. It maintains the general intent of the official plan
 - b. it maintains the general intent of the zoning by-law
 - c. it is desirable for the appropriate development of the property
 - d. it is minor in nature

It is our professional opinion that this proposal for a Minor Variance is justifiable as it meets the four tests for a Minor Variance, complies with all applicable provisions of the Zoning By-law, conforms to the Municipality's Official Plan, and is consistent with The Provincial Policy Statement and The Planning Act. Moreover, the proposed garage and reduced setback will have no aesthetic, environmental or social impacts and represents good planning.

We respectfully request that the proposed setback reduction for the rear yard be approved.

RESPECTFULLY SUBMITTED BY:



Cassie Sauer, CPT
Marie Poirier Planning & Associates Inc.

APPROVED BY:

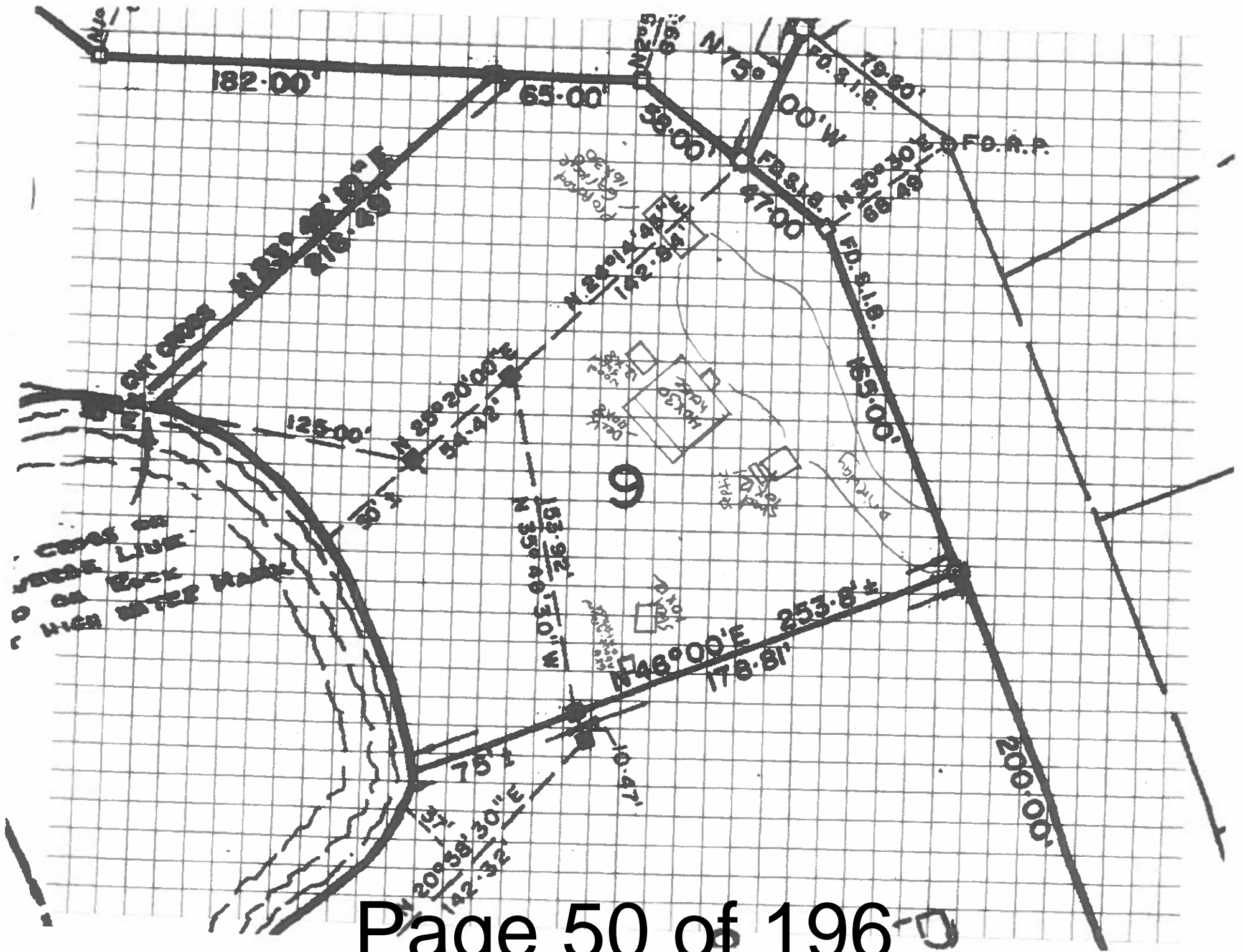


Marie Poirier, MCIP, RPP
Marie Poirier Planning & Associates Inc.

Appendix I

E. Builder (optional)			
Last name		First name	Corporation or partnership (if applicable)
Street address			Unit number Lot/con.
Municipality	Postal code	Province	E-mail
Telephone number	Fax	Cell number	
F. Tarion Warranty Corporation (Ontario New Home Warranty Program)			
i. Is proposed construction for a new home as defined in the <i>Ontario New Home Warranties Plan Act</i> ? If no, go to section G.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
ii. Is registration required under the <i>Ontario New Home Warranties Plan Act</i> ?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
iii. If yes to (ii) provide registration number(s): _____			
G. Required Schedules			
i) Attach Schedule 1 for each individual who reviews and takes responsibility for design activities.			
ii) Attach Schedule 2 where application is to construct on-site, install or repair a sewage system.			
H. Completeness and compliance with applicable law			
i) This application meets all the requirements of clauses 1.3.1.3 (5) (a) to (d) of Division C of the <i>Building Code</i> (the application is made in the correct form and by the owner or authorized agent, all applicable fields have been completed on the application and required schedules, and all required schedules are submitted). Payment has been made of all fees that are required, under the applicable by-law, resolution or regulation made under clause 7(1)(c) of the <i>Building Code Act, 1992</i> , to be paid when the application is made.		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
ii) This application is accompanied by the plans and specifications prescribed by the applicable by-law, resolution or regulation made under clause 7(1)(b) of the <i>Building Code Act, 1992</i> .		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
iii) This application is accompanied by the information and documents prescribed by the applicable by-law, resolution or regulation made under clause 7(1)(b) of the <i>Building Code Act, 1992</i> which enable the chief building official to determine whether the proposed building, construction or demolition will contravene any applicable law.		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
iv) The proposed building, construction or demolition will not contravene any applicable law.		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I. Declaration of applicant			
James Baird _____ declare that:			
(print name)			
1. The information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge.			
2. If the owner is a corporation or partnership, I have the authority to bind the corporation or partnership.			
_____		_____	
Date		Signature of applicant	

Personal information contained in this form and schedules is collected under the authority of subsection 8(1.1) of the *Building Code Act, 1992*, and will be used in the administration and enforcement of the *Building Code Act, 1992*. Questions about the collection of personal information may be addressed to: a) the Chief Building Official of the municipality or upper-tier municipality to which this application is being made, or, b) the inspector having the powers and duties of a chief building official in relation to sewage systems or plumbing for an upper-tier municipality, board of health or conservation authority to whom this application is made, or, c) Director, Building and Development Branch, Ministry of Municipal Affairs and Housing 777 Bay St., 2nd Floor, Toronto, M5G 2E5 (416) 585-6666.



182.00'

65.00'

58.00'

N 75°

100' W

N 78° 30' E 78.80'

F.O.S.I.B. F.O.S.I.B.

N 43° 45' E 216.75'

Deck 2' Deck 2' Deck 2' Deck 2' Deck 2'

N 28° 15' E 142.84'

N 30° 30' E 68.28'

N 47° 00' E 47.00'

N 50° 30' E 50.30'

200.00'

125.00'

N 28° 20' E 57.22'

9

N 35° 40' E 153.97'

COAS ON
D WIDE LINE
ON ROCK MARK
HIGH WATER MARK

N 46° 00' E 253.8'

N 46° 00' E 178.81'

N 35° 40' E 153.97'

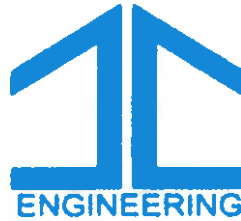
10.47'

N 78° 30' E 78.80'

N 32° 30' E 192.32'

200.00'

JC Engineering INC.
Civil Engineering Services
Box 317
Magnetawan, ON
POA 1P0



Joshua.cleave@gmail.com
(705) 571-5674
www.jcengineering.ca

May 2, 2023

Project: Garage Excavation/Subgrade Preparation
Client: Jim Baird
Address: 44 Magnet Rd, Magnetawan, ON

A review of the excavation and subgrade preparation was completed for the new garage foundation located at 44 Magnet Rd, Magnetawan, ON

In reviewing the work completed, the following information was confirmed;

- Subgrade prepared as per JC2245 Foundation drawings
- TWSG Management INC (James Linde) completed the subgrade excavation/preparation
- All organic material and topsoil excavated down to sound native material
- Native material consisted of dense clay with min bearing capacity of 75kPa
- Excavation backfilled with Granular B and capped with Granular A compacted in 4" lifts with 200lb plate packer
- Subgrade compaction meets the SPDD 98% design requirements confirmed using compactive effort/method testing
- Subgrade preparation extends min 24" past foundation footprint

In reviewing the excavation and subgrade preparation for the new garage foundation, it has been determined that the work completed meets the intent of the design and is acceptable as constructed.

Regards,

Joshua Cleave, P. Eng





INSPECTION REPORT

Permit # 2023-001

E: cbo@magnetawan.com | P: 705-387-4029 | F: 705-387-4875
4304 Highway 520 PO Box 70 Magnetawan, ON P0A 1P0

Site Address: 44 MAGNET RD Magnetawan P0A 1P0

Roll Number: 494403000302339

Contact: JAMES EDWIN BAIRD

Inspection #: 001

Inspection Type: Footings

Inspection Status: Failed

Inspector: Tyler Irwin (BCIN: 36356)

Inspection Request Received:

Date/Time of Inspection: May 9, 2023 11:00 AM

Date of Notification:

Comments/Remarks:

Setback from slab forms to shoulder of road measured 20' (+/-), approved site plan shows 36' to lot line. Property markers will need to be located and string line setup to verify at least the minimum measurement of 33' is met as per Zoning By-law. Alternatively a Zoning Amendment could be applied for, property line would still need to be verified.

Please note 24" x 24" corner bars will need to be added and tied to rebar as engineers plans call for 24" overlap.

Conditions:

Overcast, 11°C

A handwritten signature in blue ink, appearing to be "Tyler Irwin", written over a horizontal line.

Inspector Signature

Appendix II

Hi,

Our address is 47 Magnet Rd.. We are the neighbours of Jim and Tori Baird and have no issues with the planning application.

Signature:  _____

Print name: DAVID CARRUTHERS

Date: MAR 30/2024

Hi,

Our address is 49 Magnet Rd.. We are the neighbours of Jim and Tori Baird and have no issues with the planning application.

Signature: 

Print name: Bryce Chamberlain

Date: 03/29/24

Hi,

Our address is 46 + 48 Magnet Rd. We are the neighbours of Jim and Tori Baird and have no issues with the planning application.

Signature: JPSBL

Print name: Penny Stoker

Date: Mar 29, 24

Hi,

Our address is 42 MAGNET Dr. We are the neighbours of Jim and Tori Baird and have no issues with the planning application.

Signature: 

Print name: DAVID LUMMAGIC

Date: MARCH 30/24

Hi,

Our address is 51 MAGNET RD MAGNETAWAN. We are the neighbours of Jim and Tori Baird and have no issues with the planning application.

Signature: 

Print name: MIRA LAUMANN

Date: April 11/24

Hi,


Our address is 51 MAGNET RD.. We are the neighbours of Jim and Tori Baird and have no issues with the planning application.

Signature: 

Print name: JOEAC LAUMANN

Date: April 1st 2024.

Appendix III

 <p data-bbox="293 300 456 354">Municipality of Magnetawan</p>	<h2 data-bbox="704 243 1240 283">PRE-CONSULTATION MEMO</h2>
To:	Cassie Sauer, Marie Poirier Planning & Associates Inc. via email
From:	Erica Kellogg –Deputy Clerk – Planning and Development
Subject Land:	44 Magnet Road, Magnetawan
Report Date:	March 20, 2024

The purpose of this pre-consultation memo is to provide a general and brief overview of planning requirements for a proposal at Croft M391 Lot 9 PCL 18592, Municipally known as 44 Magnet Road, hereafter referred to as the “subject lands”.

It is understood that the intent of the application is to seek relief from Section 4.2.2 vi) of the current Zoning By-law to accommodate a two-story garage. It is also understood the property owner applied for and was approved a building permit to construct the two-storey garage, however, the initial inspection showcased the permit as approved was not complied with.

The Subject property:

- Is designated Residential Shoreline and Rural in accordance with the Municipality of Magnetawan Official Plan, Land Use Schedule ‘A’;
- Is accessed via Magnet Road, which is a municipally maintained year-round road;
- According to MPAC the subject lands has a total of 65.5m (215 feet) of frontage and a total lot area of 6110.75 square meters (1.51 acres);
- Is Zoned Shoreline Residential and Environmental Protection within the Municipality of Magnetawan Zoning By-law; and
- Currently has an existing dwelling and three outbuildings.

As noted, the subject lands are zoned Shoreline Residential (RS), as with RS Zones, minimum setbacks are 10.m (32ft) from the rear lot line unless the proposed structure is less than 5m in height. The applicant has provided a site plan which showcases the proposed structure will have a set back from the rear lot line of 0.2m (8inches).

Magnet Road is 68m in width in some areas, with the proposed setback there is a potential that the proposed structure could be established on Municipal lands. Additionally, should the Municipality in future intend to conduct road work the proposed setback would significantly impact and potentially hinder such. It is also unclear from the proposal if the proposed structure would comply with the required setbacks from existing hydro lines.

Upon a thorough review, it is of the opinion of Staff the proposed setback is not appropriate planning and does not equate to a Minor Variance. Rather, should an application be supplied the proposal is more suited to a Zoning By-law Amendment Application. Either application would not be supported by a Staff Report.

I trust this provides you with the background information associated with the proposal. Please do not hesitate to contact the office should you have any questions or require any additional information.

Erica Kellogg
Deputy Clerk
Planning and Development

Appendix IV



Slab form facing Magnet Road



Slab form

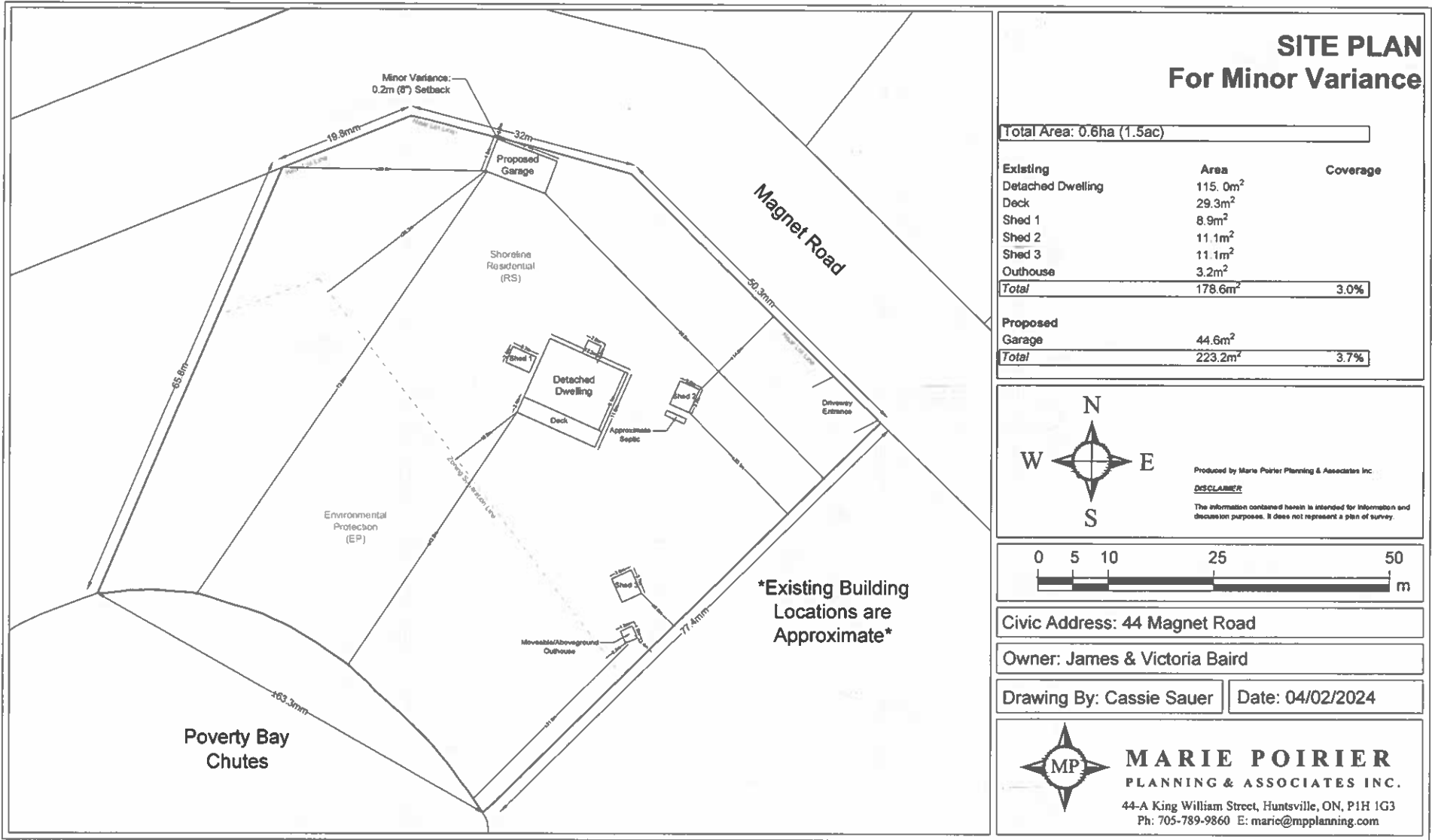


Road pavement facing property



Slab Form with boulder and neighbouring detached garage

Appendix V



SITE PLAN For Minor Variance

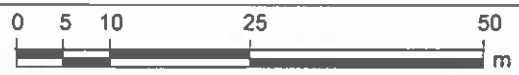
Total Area: 0.6ha (1.5ac)

Existing	Area	Coverage
Detached Dwelling	115.0m ²	
Deck	29.3m ²	
Shed 1	8.9m ²	
Shed 2	11.1m ²	
Shed 3	11.1m ²	
Outhouse	3.2m ²	
Total	178.6m²	3.0%

Proposed		
Garage	44.6m ²	
Total	223.2m²	3.7%



Produced by Marie Poirier Planning & Associates Inc.
DISCLAIMER
The information contained herein is intended for information and decision purposes. It does not represent a plan of survey.



Existing Building Locations are Approximate

Civic Address: 44 Magnet Road

Owner: James & Victoria Baird

Drawing By: Cassie Sauer

Date: 04/02/2024



MARIE POIRIER
PLANNING & ASSOCIATES INC.
44-A King William Street, Huntsville, ON, P1H 1G3
Ph: 705-789-9860 E: marie@mpplanning.com



**The Corporation of the
Municipality of Magnetawan**

Box 70 4304 Hwy 520

Magnetawan ON POA 1P0

Phone 705 387 3947 Fax 705 387 4875

www.magnetawan.com

APPLICATION FORM

MINOR VARIANCE

Date Received by Municipality: _____

1) APPLICATION INFORMATION

Name of Applicant: Marie Poirier Planning & Associates Inc. (Cassie Sauer)

Mailing Address: 44 King William Street, Unit A, Huntsville, ON P1H 1G3

Telephone Number (Home): _____ Fax Number: _____

Telephone Number (Business): 705-789-9860 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: BAIRD, JAMES EDWIN & BAIRD, VICTORIA CHRISTINE

Mailing Address: 44 Magnet Rd. Magnetawan, ON POA 1P0

Telephone Number (Home): 705-774-2292 / 905-506-8674 Fax Number: _____

Correspondence to be sent to: Owner Agent Both

3) MORTGAGES, CHARGES OR OTHER ENCUMBRANCES

Name: The Bank of Nova Scotia (Charge)

Mailing Address: _____

Name: _____

Mailing Address: _____

4) SUBJECT LANDS

Geographic Township: Croft Concession: 11 Lot: 17

Reference Plan: PL M391 Part/Block/Lot: Lot 9

Street Name and Number: 44 Magnet Road

(If corner lot, please include both Street Names)

Water Access only: _____

(Name of Waterbody)

Area of subject lands (ha): 0.61 ha Frontage (m): ±63.3m Depth (m): 77.4m

5) OFFICIAL PLAN / ZONING STATUS

What is the current designation of the *subject lands* in the approved Official Plan?
 Shoreline & Fish Habitat

What is the current Zoning?
 Shoreline Residential (RS) with Environmental Protection (EP)

6) REASONS FOR REQUEST

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

A building permit was issued for the proposed 2-storey garage, however, the inspector found that the foundation of the garage was constructed closer to the rear lot line than permitted in the Zoning By-law due to a misunderstanding

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? Detached Dwelling, Deck, 3 Sheds, Outhouse

What are they used for? Residential & related accessory structures

Please complete the following for each building or structure: Please see attached the Site Sketch of the property

	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			

What is the proposed future use of the subject lands: Primary use for residential purposes remains unchanged, one new garage is proposed

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: All measurements are approximate.

	Building One	Building Two	Building Three
Type of Building	Detached garage		
Setback from Front Lot Line	72.9m		
Setback from Rear Lot Line	0.2m		
Setback from Side Lot Line	29m		
Setback from Side Lot Line	56.9m		
Height (metres)	5.9m		
Dimensions	44.6m ²		
Floor Area			
Date of Construction			

When were the subject lands acquired by the current owner? March 1, 2018

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

9) SERVICING

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

Is storm drainage provided by: 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.

<p>Required Sketch</p> <p>See Appendix IV.</p>

Required Sketch should include the following:

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

12) PERMISSION TO ENTER

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

April 3, 2024
Date

CSaur
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.

April 3, 2024
Date

CSaur
Signature of Registered Owner(s) or Agent

14) PAYMENT OF FEE AND DEPOSIT

- Application Fee As per the current fees and charges By-law
- Deposit Fee As per the current fees and charges By-law
(By-law 2004-09) To be paid by credit card

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.

April 3rd / 24
Date

Victoria Baird
Signature of Registered Owner(s)
VICTORIA BAIRD

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, Carrie Saur of the Town of Huntsville in the District of Muskoka 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 Town of Huntsville in the District of Muskoka this 3rd day of April, 2024

April 3, 2024
Date

CSaur
Signature of Registered Owner(s) or Agent



M A R I E P O I R I E R P L A N N I N G & A S S O C I A T E S I N C .

AUTHORIZATION

To Whom It May Concern:

We, James Baird & Victoria Baird, registered owner(s) hereby authorize:

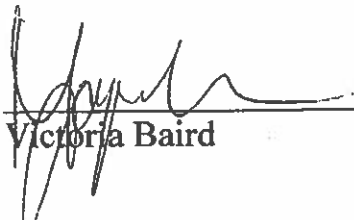
Marie Poirier Planning & Associates Inc.
44 King William St. Unit A
Huntsville, ON
P1H 1G3

To act on our behalf with respect to planning and building matters related to our property at: 44 Magnet Rd
Magnetawan, On P0A 1P0



James Baird

Feb. 27th 2024
Date



Victoria Baird

Feb 27 2024
Date



M A R I E P O I R I E R P L A N N I N G & A S S O C I A T E S I N C .

AUTHORIZATION

To Whom It May Concern:

We, James Baird & Victoria Baird, registered owner(s) hereby authorize:

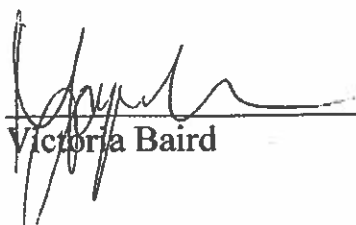
Marie Poirier Planning & Associates Inc.
44 King William St. Unit A
Huntsville, ON
P1H 1G3

To act on our behalf with respect to planning and building matters related to our property at: 44 Magnet Rd
Magnetawan, On P0A 1P0



James Baird

Feb. 27th 2024
Date



Victoria Baird

Feb 27 2024
Date

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL 18592 SEC 5S; LT 9 PL M391; MAGNETAWAN

PROPERTY REMARKS: PLANNING ACT STATEMENT IN LT231306.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2006/05/23

OWNERS' NAMES
BAIRD, JAMES EDWIN
BAIRD, VICTORIA CHRISTINE

CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
GB110028	2018/03/01	TRANSFER	\$445,000	LIEPINS, DAINA CHRISTINE	BAIRD, JAMES EDWIN FARQUHARSON, VICTORIA CHRISTINE	C
REMARKS: PLANNING ACT STATEMENTS.						
GB146632	2021/09/24	APL CH NAME OWNER		FARQUHARSON, VICTORIA CHRISTINE	BAIRD, VICTORIA CHRISTINE	C
GB146633	2021/09/24	CHARGE	\$240,000	BAIRD, JAMES EDWIN BAIRD, VICTORIA CHRISTINE	THE BANK OF NOVA SCOTIA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



REPORT TO COUNCIL

To:	Mayor and Council
From:	Stephanie Lewin/Treasurer
Date of Meeting:	July 3rd 2024
Report Title:	Purchase of PubWorks (Munisoft) for Asset Management

Recommendation: THAT Council receives and approves this report as presented and moves forward with the motion to Purchase the PubWork software from Munisoft to improve Asset Management and Operations.

Background: The Municipality is currently using CityWide Consultants to update and keep track of our Assets; however, it has been a challenge working with them due to lack of support, accuracy, and the concern of growing costs.

Evaluation: The benefit to move on from CityWide and purchase PubWorks is that the new software will be integrated with our current accounting software, making updating of assets and reporting easier. Further there is a lower cost on a per year basis and data entry will be done with in house staff and not relying on the service provider. Munisoft has provided us with excellent support with the accounting software and we are confident that will continue.

Financial Implications:

CityWide per year support	\$2,741.27
CityWide Training	<u>\$1,500.00</u>
Total	\$4,241.27
PubWorks one-time purchase	\$5,740.00
Pubworks per year support	<u>\$ 700.00</u>
Total	\$6,440.00

Expenses will be taken from 1-4-1500-1010 Asset Management Wages and Benefits. We do not anticipate there will be any financial implications moving forward.

Conclusion: In conclusion the purchase of the Asset Management software from Munisoft is expected to be completed by Fall of 2024.

Respectfully Submitted,

Stephanie Lewin
Treasurer/Tax Collector

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2024 -

BEING A BY-LAW AUTHORIZING THE EXECUTION OF A 10 YEAR MUNICIPAL FUNDING AGREEMENT WITH THE ASSOCIATION OF THE MUNICIPALITIES OF ONTARIO (AMO) FOR THE FEDERAL FUNDING AGREEMENT ON THE CANADA COMMUNITY – BUILDING FUND (CCBF)

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;

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

1. **THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into the 10 year (2024 – 2034) Municipal Funding Agreement in the form attached hereto as Schedule A and forming part of this By-law; and
2. **THAT** the Mayor and CAO/Clerk are hereby authorized to execute the Agreement on behalf of the Corporation.
3. **THAT** By-law 2014-11 and any other conflicting by-laws be rescinded.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 3rd day of July, 2024

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

**MUNICIPAL FUNDING AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE MUNICIPALITY OF MAGNETAWAN

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the
“**Recipient**”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or “HNA” means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a "Non-Municipal Transfer By-law"). The Non-Municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 AMO Not Liable. In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 Recipient to Compensate Canada. The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 Recipient to Indemnify AMO. The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnitee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient's Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an "Event of Default":
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient's receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Municipality of Magnetawan
P. O. Box 70, 4304 Highway #520
Magnetawan, ON P0A 1P0

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“GBA+”) lenses when undertaking a project.

17. SCHEDULES

17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE MUNICIPALITY OF MAGNETAWAN

By:

Name:
Title:

Date

Name:
Title:

Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By:

Name:
Title: Executive Director

Date

Witness:
Title:

Date

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. Financial information – and particularly:

- Interest earnings and investment gains – in accordance with Section 5.7;
- Proceeds from the disposal of assets – in accordance with Section 12.1;
- Outgoing transfers – in accordance with Sections 5.3 and 5.4;
- Incoming transfers – in accordance with Section 5.3; and
- Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.

2. Project information – describing each Eligible Project that started, ended, or was ongoing in the reporting year.

3. Results – and particularly:

- Expected outputs and outcomes for each ongoing Eligible Project;
- Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
- Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.

4. Other information – such as:

- Progress made in the development and implementation of asset management plans and systems; and
- The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
 - a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

Moved by: _____

Seconded by: _____

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the report Greener Earth Engineering Report Municipal Docks Condition Review for information purposes;

AND FURTHER directs Staff to bring back to a future meeting quotes for building and installation of the cribbed docks, as well as building of the five (5) floating finger docks. Docks to be of the same likeness of docks that are installed at the Lake Cecebe Boat Launch near the Heritage Museum Centre/Locks.

Carried _____ Defeated _____ Deferred _____

Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

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

**MUNICIPALITY OF MAGNETAWAN
MUNICIPAL DOCKS CONDITION REVIEW
MAGNETAWAN, ONTARIO**

JUNE 10, 2024

**FOR
MUNICIPALITY OF MAGNETAWAN**

REVIEW BY

GREENER EARTH ENGINEERING & DESIGN

Huntsville, Ontario



322 Ripple Lane, P.O. Box 5156, Huntsville, ON P1H 2K6
greenerearthengineering@gmail.com

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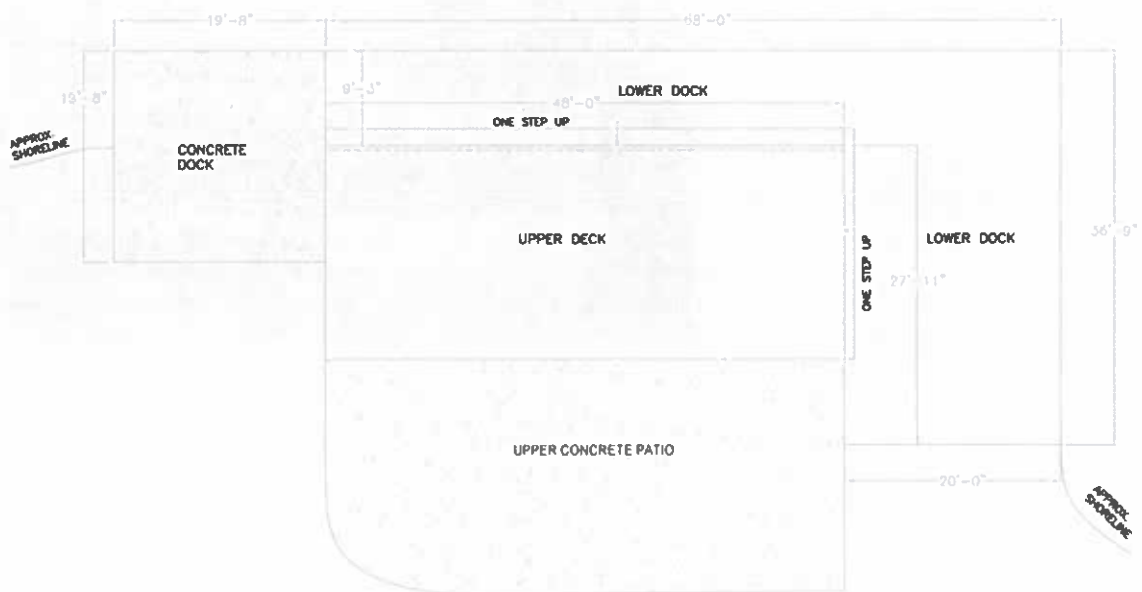
A) BACKGROUND

In April 2024, Greener Earth Engineering & Design was contacted by Ms. Laura Brandt of the Municipality of Magnetawan. High water levels in the spring of 2023 had damaged two of the wood crib docks that are owned by the Municipality and are provided for boaters accessing the locks going from the Ahmic Lake side to Lake Cecebe. The larger dock is located downstream of the locks and is used for boaters to temporarily park their boats while waiting for the scheduled lock operation. The smaller dock adjacent to the locks is used as a staging dock for boats waiting to enter the lock itself. Damage to the larger dock was minimal with some portions of the deck being dislodged from the cribbing creating uneven areas on the deck. The smaller dock was more significantly affected with a 12 ft. portion of the dock having sections of the decking and fascia being completely removed by the moving water. Emergency repairs of this dock were completed that summer requiring some re-construction of the existing cribbing and the installation of new decking to replace the missing sections. As these flooding events are likely to become more frequent, it is the hope that dock repairs can be completed that will offer some additional resistance to future damage.

On May 2, 2024, Frank Pattillo, P.Eng. met with Ms. Brandt to review the docks in question. At the time of the review, water levels were what would be considered normal, and it was possible to observe both the existing decking and some of the cribbing below on both docks. During this visit, photographs of the docks were taken to verify the construction and general condition. As well, measurements were made of each dock so that information of dock area could be included in this report. The purpose of this report is to provide information on the general conditions of each of these docks along with recommendations for repair or replacement as deemed appropriate. It was also indicated that there is a desire to add up to four floating dock fingers to the larger dock to increase docking capacity in this area. Fingers would match the ones installed at the municipal dock at the Lake Cecebe side of the locks adjacent to the boat ramp. The proposed fingers are 8ft x 20ft and it will be necessary to determine the required modifications at the existing dock to allow for proper anchorage.

B) OBSERVATIONS:

LARGE DOCK:



322 Ripple Lane, P.O. Box 5156, Huntsville, ON P1H 2K6
 greenerearthengineering@gmail.com

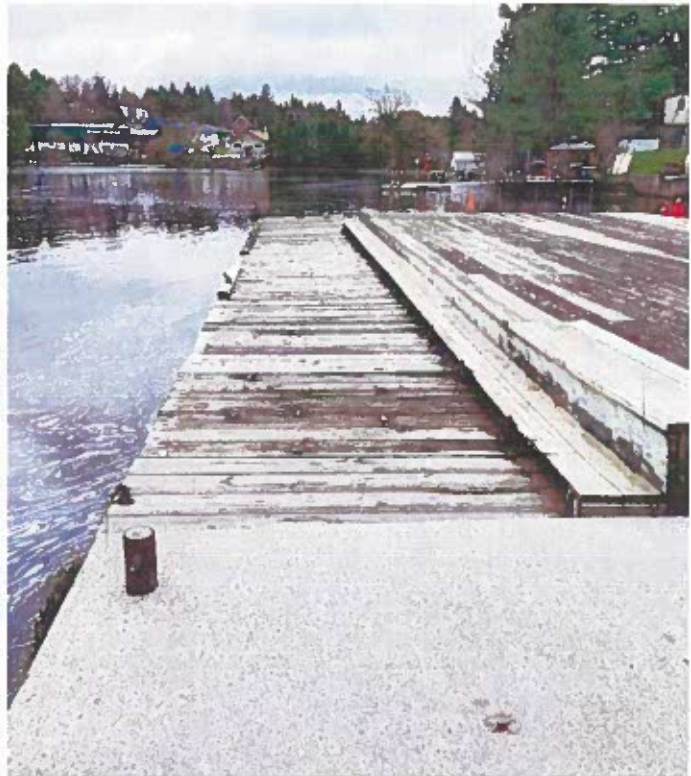
The large dock area is comprised of four different sections. Adjacent to the water, there are two dock spaces. A concrete dock section (390 sq.ft.) is located at the downstream side of the dock. This is a full depth concrete pier that extends to the bottom bedrock and appears to be currently stable and in good shape. The lower dock area is a timber crib supported dock with rough sawn 2"x8" or 2"x10" decking. Total area of the exposed section of this dock is approximately 1180 sq.ft. An upper wooden deck with an area of 950 sq.ft and an elevation approximately 12" – 14" above the lower dock is constructed with standard dimensional wood decking supported on what is assumed as some configuration of wood joists below. The area is fully decked making it difficult to determine the nature of the supporting members without removing decking. It is possible that the lower crib dock area may extend to the shoreline with the upper deck supported on it. The final area is a concrete slab on grade patio adjacent to the upper deck that is fully supported on dry land.

All dock and deck areas are mostly functional but there are some issues that may pose a safety risk for pedestrian access and should be corrected as soon as possible. The area that exhibits the greatest wear and damage is the lower wooden dock. This area has experienced both physical damage at the dock edges and is also showing considerable decay of the deck surface generally due to long term exposure to the elements.

Corner of lower dock showing lifted decking and rotting of decking (vegetation growing out of wood).



View of lower dock showing deterioration of decking and missing dock edge trim



View of the right rear portion of the lower dock showing deteriorated decking and washed out portion of the adjacent fill



The upper deck area is also showing general wear of decking but to a slightly lesser extent than the lower dock. There are also portions of the supporting structure that have buckled resulting in uneven surfaces. The rear concrete patio area also has uneven surfaces with extensive cracking of the concrete.

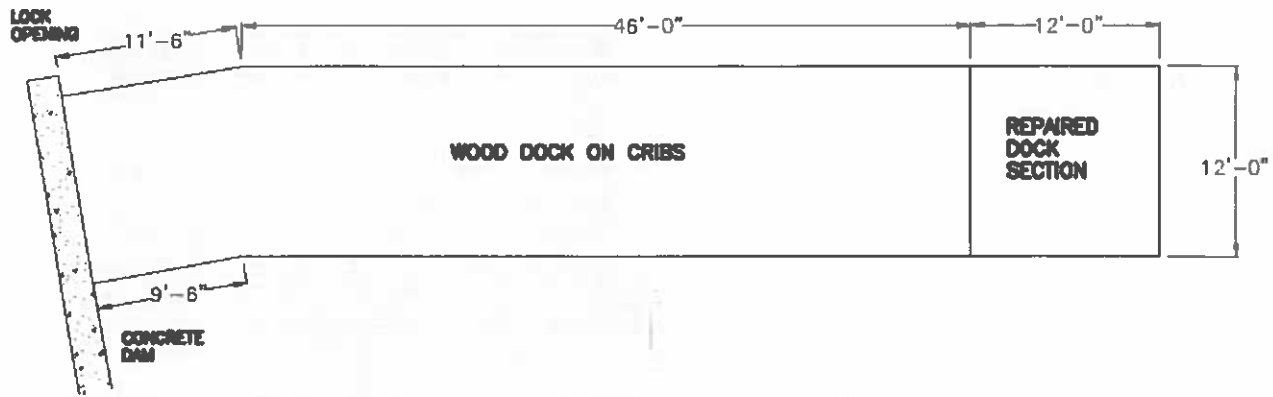
Upper deck area showing general poor condition of decking and uneven surfaces adjacent to the concrete patio



Rear concrete patio showing cracking and uneven surfaces



LOCK STAGING (SMALL) DOCK:

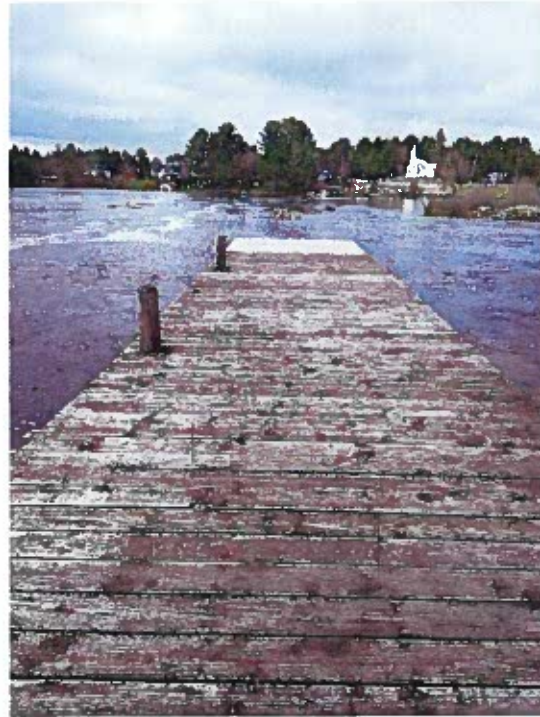


This dock adjacent to the dam is in relatively good condition. The area where the dock is constructed is shallow (0'-0" to 6'-0") with the support surface being primarily flat bedrock. In periods of flooding, this dock will be fully immersed and subject to the forces of fast-moving water, so it is not surprising that a portion of the dock was washed away during the latest high water event. The dock is standard timber crib construction with timber stringers and full dimensional 2"x6" SPF decking. Total dock area is approximately 820 sq.ft. It is not clear what the extent of the anchoring of the dock to the bottom is. The repaired section has been constructed using the same methodology of the remainder of the dock and appears to be well built. The decking on the original portion of the dock is showing some signs of exposure but is generally in suitable condition. Main dock timber framing that is visible is mostly level and in good condition.

Existing dock showing condition of decking and proximity of bedrock support



Plan of existing dock showing
replaced section at end



C) CONCLUSIONS & RECOMMENDATIONS:

CONCLUSIONS:

This report is based on a cursory review of both docks in order to assist in the development of a plan for the repair and/or replacement of each structure. Without further investigation (ie. removal of decking), it is impossible to determine the full extent of the deterioration (if any) of the lower supporting members.

The primary focus for repair should be on the large lower dock as deterioration of the walking surface and partial damage of the support structure is creating a potential safety risk to dock users.

For the lock staging dock, the suitability of the construction of the replaced section will need to be verified. In addition, it will need to be determined whether all of the dock framing is properly tied together and anchored to the bottom to prevent a reoccurrence of the dock structure being washed away.

RECOMMENDATIONS:**Large Dock:**

As a minimum, the decking on both the lower dock and the upper deck will need to be replaced. Once the old decking is removed, it will be possible to investigate the condition of the lower timbers and cribs. In general, cribs and dock timbers located at the air water interface will start to rot faster than those fully submerged and those that are always above water. Based on the general condition and levelness of the dock surface, the extent of the lower structure damage or wear is likely minimal, however, contingencies should be put in place if deterioration is greater than anticipated. As part of this repair, the main support timbers will need to be re-levelled prior to re-decking.

It is recommended that pressure treated lumber be used as the decking and fascia components of the dock. Pressure treated lumber has proven resistance to long term exposure to the relatively harsh environment the dock will be exposed to which includes freeze/thaw, immersion, and full sun exposure. Fastening of the decking should be completed using GRK RSS type screws suitable for use in treated wood and exposure to wet environments. Fastened this way, sections of the decking can be easily removed and replaced if there is deterioration that affects the appearance or the safety of the dock. This type of fastener also has significant resistance to pull-out.

New dock hardware, including folding cleats and dock bumpers should be installed upon completion of the decking.

At the rear of the dock where the soil has washed away creating holes, compacted crushed granite or washed stone should be placed in this area as it will be considerably more resistant to erosion.

The best method of anchoring the proposed finger docks will need to be evaluated upon removal of the decking and the subsequent investigation of the timber structure below. The potential forces applied to the existing dock due to moving water against the finger docks may require a more significant anchor surface such as formed concrete piers or steel piling at each dock connection point.

Lock Staging (Small) Dock:

As noted in the conclusions, the primary goal for this dock is to ensure that the structure is adequately tied together and properly anchored to the bottom to minimize future damage caused by moving water. This investigation will require removal of the decking and it is recommended that if budget allows, this decking should also be replaced with pressure treated material as specified for the larger dock.

New dock hardware, including folding cleats and dock bumpers should be installed upon replacement of the decking if desired.

General:

For contractor pricing purposes, since the full scope of work cannot be determined until portions of the dock decking is removed, it might make the most sense to request RFP's based on both the replacement of decking on both docks and the supply and installation of new floating finger docks for the lower dock area. Budget allowances can be set aside for repair/replacement work below each dock surface and finger dock connections with the scope of work in these areas to be determined after the dock supporting members are exposed. Contractors can provide hourly rates and material mark-up for below dock remedial work as part of their bid packages for the decking replacement and finger dock supply.

If the overall project estimate (proposal bids plus allowances) is within the available budget, the successful bidder would work in conjunction with municipal staff and the engineer to determine the best and most cost-effective methods of completing any work that cannot be accurately defined prior to removing the deck surface.

One alternative to the proposal methodology described above is to perform a much more thorough destructive investigation of the under structure of both docks by removing significant portions of decking. A detailed evaluation of the required repair/replacement work can be determined with a tender specification being prepared at this time for bid purposes. One disadvantage to this process is that it would require manpower to remove the decking and then replace it after the investigation is completed. This process may also take considerably longer to complete with actual construction being delayed beyond the summer season.

If you have any questions or require further information about the information contained within this report, please feel free to contact the undersigned.

Regards,



Frank Pattillo, P.Eng.
President
(705) 571-1751



Moved by: _____

Seconded by: _____

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the report Greener Earth Engineering Report Kitchen Exhaust System Make-Up Air Review advising that there are no issues operating this exhaust system with maintaining the status quo;

AND FURTHER directs Staff to consider implementation of the recommendations contained therein if possible.

Carried _____ Defeated _____ Deferred _____ _____

Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

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

**MUNICIPALITY OF MAGNETAWAN
MAGNETAWAN COMMUNITY CENTRE
KITCHEN EXHAUST SYSTEM
MAKE-UP AIR REVIEW
MAGNETAWAN, ONTARIO**

JUNE 14, 2024

**FOR
MUNICIPALITY OF MAGNETAWAN**

REVIEW BY

GREENER EARTH ENGINEERING & DESIGN

Huntsville, Ontario



322 Ripple Lane, P.O. Box 5156, Huntsville, ON P1H 2K6
greenerearthengineering@gmail.com

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A) BACKGROUND

On March 24, 2023, Frank Pattillo of Greener Earth Engineering & Design met with Mr. Steve Robinson of the Municipality of Magnetawan at the Magnetawan Community Centre to review an issue that had arisen after a routine gas cooking equipment inspection performed by a local mechanical contractor. At that time, the contractor had flagged that there was no make-up air provided to the kitchen area during the operation of the kitchen exhaust and issued a violation notice along with a scheduled gas disconnection if the situation was not corrected.

The main concern with lack of adequate make-up air with respect to gas appliances is that the operation of the exhaust fan can introduce significant negative pressure in the immediate space where the gas fired equipment is located. This can result in shortage of combustion air resulting in incomplete fuel combustion, appliance malfunction and possibly flue gas spillage. This scenario becomes a significant concern in tightly enclosed spaces where the equipment may be located.

The original kitchen exhaust design was performed by Kontek Engineering Ltd. with the system being installed in the spring of 2008. The design documents noted under Kitchen Exhaust Notes Item 11 that: "Make-up air to be provided as per existing installation. Contractor to verify." As this installation was the replacement of an existing exhaust system, it was understood that there was existing make-up provided to the kitchen space for the previous system.

NFPA 96, the standard that governs kitchen exhaust installation does require replacement air under section 8.3.1 "replacement air quantity shall be adequate to prevent negative pressures in the commercial cooking area(s) from exceeding 4.98 kPa (0.02 in. water column)." The standard does not dictate how this replacement air is to be provided as there are various ways of doing so, each dependent on the specific installation.

The installation of this system was signed off by Kontek Engineering Ltd with the assumption that this aspect of the design had been reviewed and was deemed acceptable for this particular installation.

At the time of the initial visit, the general operation of the kitchen exhaust system was reviewed by operating the fan and observing the general movement of air in the kitchen and the surrounding area. It was indicated that whenever the kitchen was in use, the shuttered opening between the kitchen and the main community centre hall was always open. When the exhaust fan was operating, it was noted that there was significant air flow through the openings between the kitchen and the community centre hall. It was determined that heating & cooling for the kitchen and the adjoining hall are provided by an air handler which uses a hydronic coil for heating and a condenser and coil for cooling. This investigation also revealed that there was a fresh air duct connected to the air handler return air ducting. The amount of fresh air designed to be brought into the building through this duct and the associated outside opening is unclear. When the air handler was turned on, there was a

noticeable reduction in the amount of air being transferred from hall area indicating that this unit, when operational, does supply make-up air to the kitchen and hall area as designed.

It was deemed at this visit, after determining that there is free flow of air from the rest of the building, there are no immediate concerns with the operation of the kitchen exhaust fan providing that the shuttered opening between the kitchen and the hall is opened and remains open when the exhaust fan is turned on. This evaluation is reinforced by the fact that the system has been operating without issue for over 15 years.

To increase the efficiency of the fresh air supply to this space, it was requested that Mr. Robinson investigate the electrical requirements for interlocking the kitchen exhaust fan to the furnace fan so that both systems are operating at the same time.

Almost a year after this visit, the Municipality contacted a mechanical contractor regarding the potential use of the existing gas fired make-up air equipment located at the Ahmic Harbour community centre. As this equipment is already owned by the Municipality, the thought was that this could be installed at the Magnetawan Community Centre to provide the necessary make-up air. This would obviously have a cost incurred with it so council would have to review and approve this type of expenditure. This engineer was asked to comment on the feasibility of doing this along with an estimated cost.

The details of the past investigation with Mr. Robinson summarized here was brought to the attention of Ms. Kerstin Vroom (CAO/clerk) who in turn requested this report in order to outline the history and recommendations for the supply of make-up air to this building to determine what expenditures may actually be necessary.

A meeting was held on site on February 14, 2024, with Ms. Vroom, the mayor and Mr. Robinson to briefly review the current installation and discuss the best options to resolve this issue.

B) RECOMMENDATIONS

Based on the site reviews and investigation of the existing documents, the following summarizes our recommendations for this installation:

- 1) Formalize a procedure for those who use the kitchen equipment that the pass-through shutter is to be opened before the kitchen exhaust fan is turned on.
- 2) Continue to investigate the possibility of interlocking the exhaust fan operation with the air handler fan so that they come on concurrently. If this is not possible due to the age of the air handler and its electric controls, include the turning on of the air handler as part of the procedure noted in item 1 above.
- 3) Investigate the air handler fresh air opening and ensure that if dampers are installed, they are fully open and intake louvres and ducting are clean. This will improve the quantity of fresh air introduced to the space.

- 4) Consider opening the window in the kitchen during exhaust fan operation in the seasons where this can be done without affecting the comfort of the occupants. This is not a requirement for the operation of the fan, but in the shoulder seasons, the make-up air from this source will reduce the amount of conditioned air being removed from the building and it may also help reduce the temperature in the kitchen and improve the work environment.

C) CONCLUSIONS

Based on this investigation, there are no issues operating this exhaust system even with maintaining the status quo. The existing building volume and the fresh air intakes on the currently installed air handling systems allow for ample make-up air to be passively transferred to the kitchen space when the exhaust fan is in operation. Also, due to the intermittent use of the kitchen exhaust, the occasional discharge of conditioned air from the building involves minimal energy loss. It will, however, improve both the operation of the exhaust fan and reduce energy loss if the recommendations as noted are implemented in a reasonably timely fashion.

If you have any questions or require further information about the information contained within this report, please feel free to contact the undersigned.

Regards,



Frank Pattillo, P.Eng.
President
(705) 571-1751

Moved by: _____

Seconded by: _____

WHEREAS additional snow guards are required on the Community Centre Roof to decrease the rapid rush of accumulated snow fall from the roof;

AND WHEREAS Staff has received a quotation from the installers of the roof, One Contractor, who are Sika Certified, which ensures that the additional modifications will comply with the manufacturer's warranty requirements;

AND WHEREAS there are funds available in the Community Centre Capital Account to cover the costs as the Make Up Air Intake for the Community Centre is not needed;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality accepts and approves the Quotation from One Contractor in the amount of \$11,000 plus HST with the funds to be taken from account number 7300-8000 Community Centre Capital Expenditures.

Carried _____ Defeated _____ Deferred _____

Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

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



ONE CONTRACTOR

QUALITY • ACCOUNTABILITY • EFFICIENCY

QUOTATION

DATE: June 3, 2024
PROJECT: 8159 Magnetawan Municipal Office
RE: Additional Snow Guards – 76'

We propose to provide the material and labour to perform the following scope of work:

- Supply and install all materials to add 76 feet of additional snowguards on the office PVC roof at locations shown.
- Quotation is valid until July 3, 2024

PRICE: \$11,000.00 +HST

Acceptance of Quotation:

I/we accept the quoted price for the scope of work described above and agree to the following payment terms:

- Net 30 days

Accepted by: _____
Dated: _____
Signature: _____

Jim Gomoll – Roofing Division Manager
jim@designedroofing.com

NOTES:
Quotation is valid for 30 days
Terms: Net 30

DESIGNEDROOFING.COM

ESSENTIALEXTERIORS.CA

NGMNORTHBAY.COM

65 Voodoo Cres. North Bay, ON P1C 0B8 • 705-495-8881

The South Almaguin Highlands Regional Fire Services Committee (RFSC)

Terms of Reference

Background

Representatives from seven municipalities in the South Almaguin Highlands desire to discuss their mutual interest in the exploration of a Regional Fire Department. This Regional Fire Department would strengthen the partnership formed through the development and provision of the Regional Fire Training Officer program and working collaboratively to improve service delivery and the prevention of injury and damage caused by fire. The seven municipal Councils have agreed to form a Committee to examine the need, benefit and potential structure of a Regional Fire Department. These Terms of Reference detail the role, structure and procedures to be followed by this Committee, hereinafter referred to as the Regional Fire Services Committee (RFSC).

Vision

The RFSC will improve the delivery of fire services for all member municipalities through a collaborative approach to finding service delivery efficiencies, with emphasis on the prevention of personal injury and damage caused by fire.

Mission

The RFSC will examine the current state of fire service delivery in the member municipalities, and from this data it will seek to develop and present a more efficient model of fire service delivery to the member municipalities.

Structure

The RFSC shall represent the interests of its seven member municipalities: Township of Perry, Town of Kearney, Township of McMurrich/Monteith, Township of Armour, Village of Burk's Falls, Township of Ryerson, and the Municipality of Magnetawan.

The RFSC shall be comprised of one member of council from each municipality and the Fire Chief from each municipal Fire Department. Each of these Committee members shall have voting rights, and a majority vote will be required to make recommendations. A quorum of 50% of members will be required to move recommendations forward. All recommendations will require a vote that is to be taken back to each member municipality Council for final approval.

The RFSC appoints Norm Hofstetter, Mayor of the Township of Perry, as Chair. The Chair shall have a vote and shall vote last. The Township of Perry staff will act as the Secretary for the RFSC.

Additional members may be invited to participate in the RFSC as required and will hold a non-voting advisory role. A standing invitation shall be extended to representatives from the Office of the Fire Marshall and Emergency Management (OFMEM) to act in this advisory capacity.

Meetings will be held on a quarterly basis on the at the Township of Perry Council Chambers.

Approach

To achieve its mission, the RFSC will follow a six step process as defined below:

Step 1: Getting Organized – *formalize Terms of Reference*



Step 2: Goal Setting – *understand what each municipality hopes to achieve*



Step 3: Current State – *collect and analyze information on existing fire service delivery*



Step 4: Scenarios for Improvement – *develop options for improved service delivery*



Step 5: Program Selection / Definition – *select best option and define steps required to achieve*



Step 6: Implement, Evaluate, Report – *put the program into action and monitor its effectiveness*

Deliverables

1. A written recommendation that details a method to improve the delivery of fire services in the South Almaguin Highlands, including a report on the current state of regional fire service delivery, description of scenarios considered, anticipated costs, and a timeline for implementation.

Resources

The RFSC shall strive to perform all required work internally. However, the complexity of the project may require the services of a professional consultant. This requirement will be further defined if the need arises.

Timing and Cost

Any costs associated will be determined and provided to member municipalities, to be payable on a 1/7 share by each municipality.

Amended September 21, 2017

Page 3 of 3

Page 123 of 196



June 17, 2024

Municipality of Magnetawan
4304 Hwy #520, P.O. Box 70
Magnetawan, Ontario
P0A 1P0

To: Municipality of Magnetawan

Re: Township Insurance coverage on township property utilized by Dun-Ahmic Snowriders Snowmobile Club

The Ontario Federation of Snowmobile Clubs (OFSC) has requested that all snowmobile clubs in Ontario review their Land Use Permits (LUP's) or Memorandum of Understanding (MOUs) to ensure that every landowner in our network is afforded the \$15 Million Liability Insurance offered to landowners through the OFSC policy.

We have identified 16 Township easements or road allowances that we do not have an MOU assigned from Magnetawan.

Rather than create one MOU for each property we have taken the liberty of creating one MOU with an attached 3 page Schedule that identifies the PIN # for each piece of land with no MOU as well as two trails maps with those locations highlighted.

With the execution of the MOU, we will ensure that a Certificate of Insurance showing Magnetawan as an additional insured on the policy is sent to you.

We have attached the proposed MOU and Schedule. It should be noted that the expiry date has been purposely omitted so that you are not required to execute an MOU every year. Please also note that either party has the right to cancel the MOU on 60-days written notice.

Please advise if there is any further information you require from us or if you require our presence in front of Council.

On behalf of all of our volunteers in Dun-Ahmic Snowriders Snowmobile Club we thank you for your continued support and for the support of tourism within the region.

Sincerely,

**Bill McNeice
President,
Dun-Ahmic Snowriders**

**Cc J. Sanderson, Vice President
P. Duffey, Secretary**

Schedule attached.

**MEMORANDUM OF UNDERSTANDING (MOU)
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION**

I, Municipality of Magnetawan, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

<i>Address including lot #, concession # and/or other legal description.</i> Attached 3-page Schedule listing Township lands the snowmobile trails cross	<i>Township, County, District, Region, Municipality. Include all that apply.</i> Municipality of Magnetawan in the District of Parry Sound
---	---

hereby gives the Dun-Ahmic Snowriders Snowmobile Club, hereinafter the "Local Snowmobile Club" and/or "LSC", a license to enter onto, and access, the Lands on the following terms and conditions:

- The term of this MOU is from October 01, 2024 to _____.
- The LSC shall remain a member in good standing with the Ontario Federation of Snowmobile Clubs (OFSC) during the term of this MOU. At the Landowner's request, the LSC will provide its current OFSC Certificate of Insurance (COI).
- The Landowner grants a license to the LSC so the LSC can enter the Lands to establish, groom, maintain, sign and use the Lands for snowmobiling by legally permitted snowmobiles and their riders.
- The LSC will provide liability insurance of \$15,000,000.00 through an OFSC-held insurance policy (the "OFSC Insurance Policy" or "OFSCIP") for liability arising from the grooming, operation, use and maintenance of the snowmobile trail but only with respect to the negligence of the LSC for those operations usual to a snowmobile trail. The Landowner's signature on this MOU confirms its coverage provided that the Landowner charges no fee to use the Lands.
- The Landowner will be added as an additional insured under the OFSCIP but only with respect to liability arising from the operations of the named LSC. Coverage will be extended to the Lands through an insurance policy held by the OFSC and its member organization snowmobile club. The OFSCIP does not cover the Landowner's willful misconduct and/or negligence.
- The Landowner and LSC have each initialed a sketch or map of the Lands attached as "Schedule 'A'" to this MOU.
- Before or after the winter months when there is no snow cover, the LSC may access the Lands to open, close, upgrade and maintain the snowmobile trail.
- During the winter months the LSC shall maintain that portion of the Lands used as a snowmobile trail in reasonably good condition for snowmobiling and the LSC may also perform other upgrades and/or trail maintenance or other similar works or projects.
- The LSC shall post snowmobiling signage on the snowmobile trail and annually remove litter from the snowmobile trail.
- If valid permitted and exempted snowmobiles and their riders damage property on the Lands used for snowmobiling, the LSC will repair or replace the damaged property.
- The Landowner authorizes the LSC's or OFSC District's representative(s) to be its agent(s) to cooperate with local law enforcement agencies' efforts to supervise and enforce the uses of the Lands permitted by this MOU under the *Trespass to Property Act, R.S.O., 1990 C. T.21*, the *Motorized Snow Vehicles Act, R.S.O. 1990 c. M.44* and the *Occupiers Liability Act, R.S.O. 1990 c. O.2*, all as amended.
- Either party may terminate this MOU by providing at least 60 days' prior written notice to the other party as listed below.
- Additional Conditions:

LANDOWNER/OCCUPIER

<i>Name</i> Municipality of Magnetawan	<i>Email</i> kvroom@magnetawan.com
<i>Address</i> 4304 Hwy #520, P.O. Box 70 Magnetawan Ontario, P0A 1P0	<i>Phone</i> 705-387-3947

LOCAL SNOWMOBILE CLUB

<i>Name - Club Contact</i> Bill McNeice	<i>Phone</i> 705-774-1107	<i>Email</i> billmcneice@accro.org
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Landowner Signature: _____ Date: _____

Club Signature: _____ Date: _____

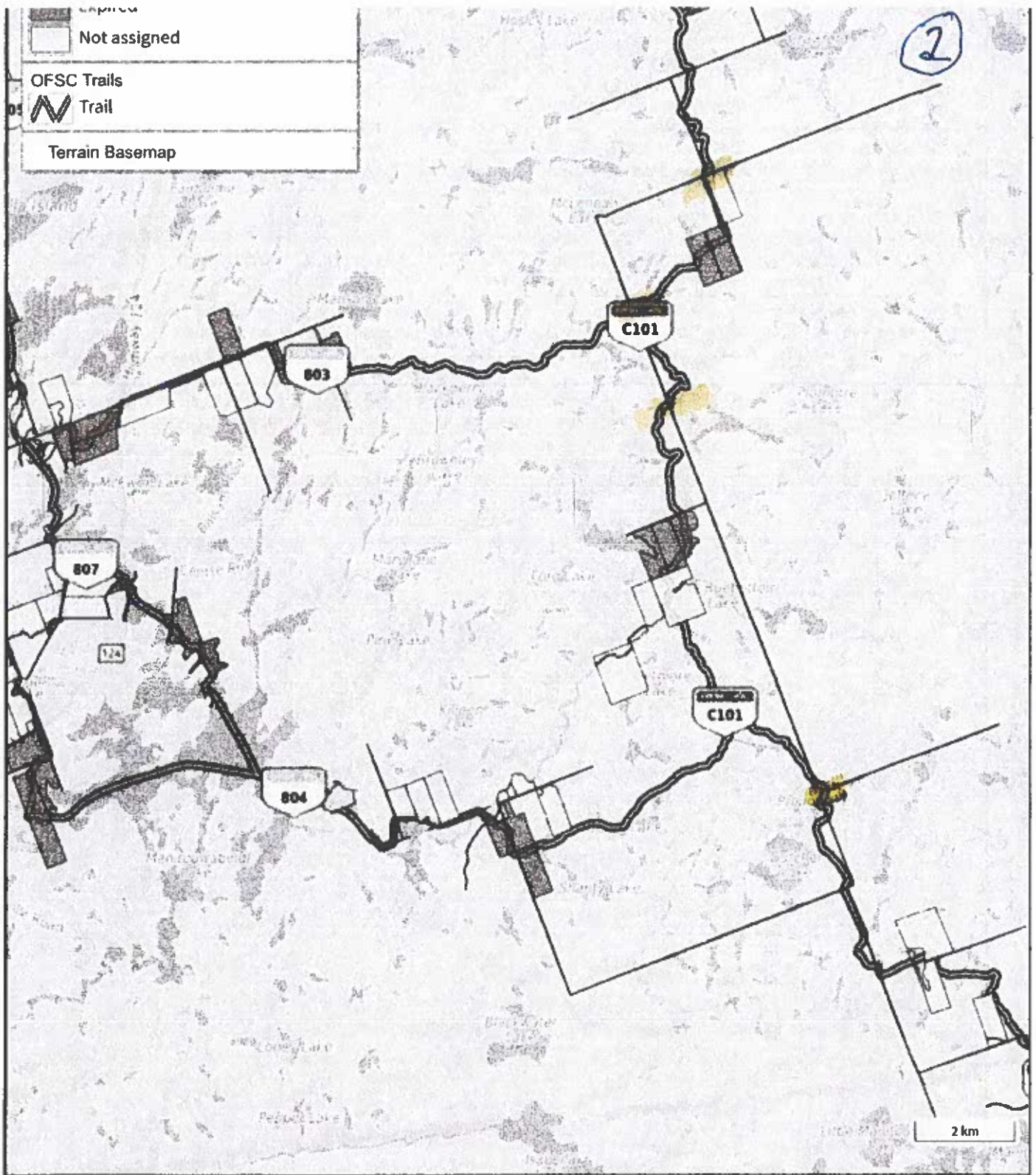
Schedule A Attachments: <input checked="" type="checkbox"/> sketch and/or <input type="checkbox"/> map

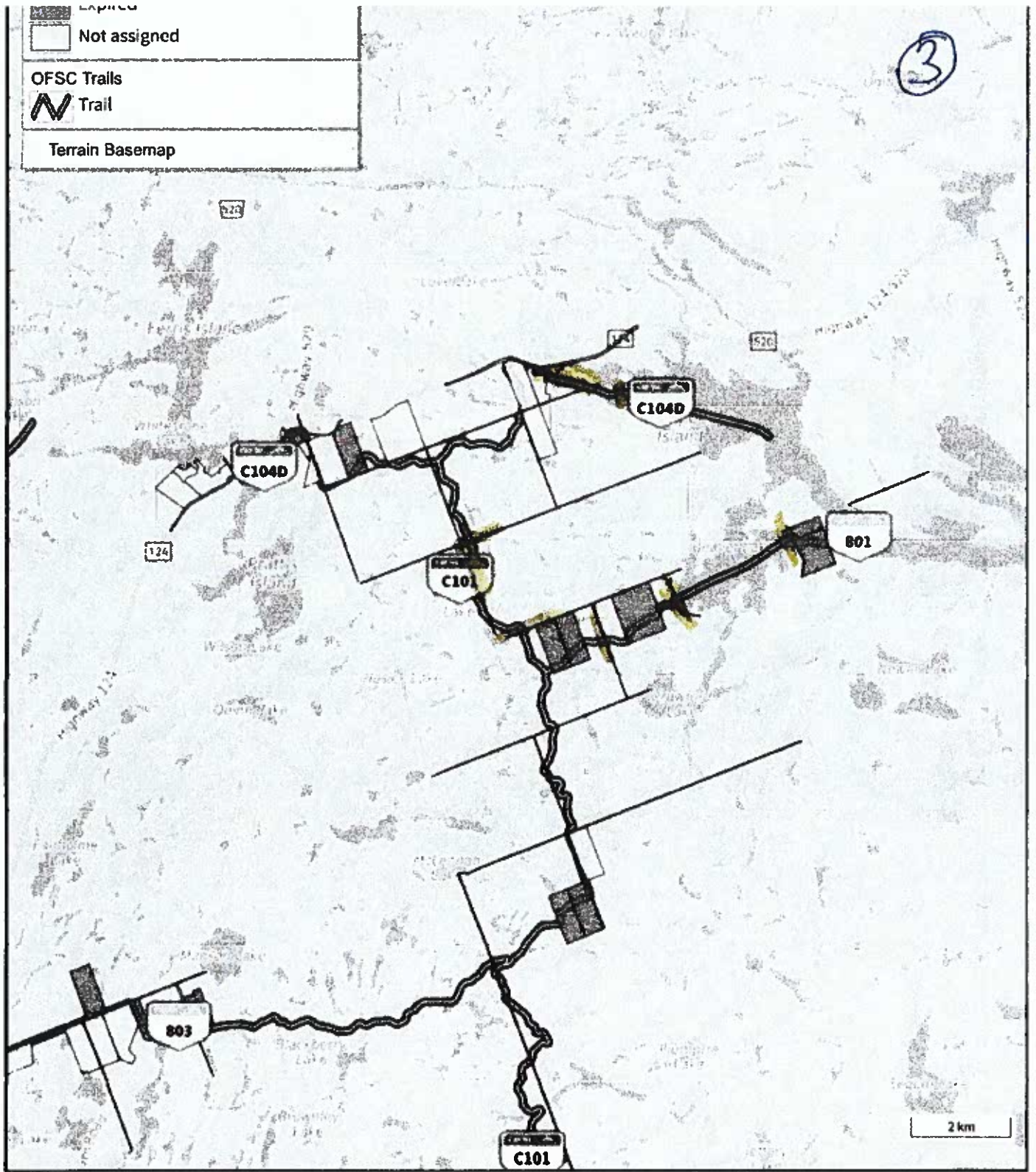
Privacy Policy: Personal information provided on this form will only be used for purposes related to this agreement.

①

Municipality of Magnetawan

CLUB	TRAIL LABEL	TRAIL ID	PIN #	OBJECT ID
DASR	C101	263848	521320316	3392
DASR	C101	263824	521320235	3391
DASR	C101	263824	521310346	3391
DASR	C101	263695	521320236	3390
DASR	C101	263695	521320366	3390
DASR	C101	263695	520860575	3390
DASR	C101	264174	520860455	3393
DASR	C101	264174	520860433	3393
DASR	C101	264174	520860432	3393
DASR	C101	263824	521310028	3391
DASR	C104D	265622	520860399	3395
DASR	C104D	265767	520860400	4467
DASR	C104D	265767	520870433	4467
DASR	C104D	265767	520870477	4467
DASR	803	266483	521320235	3383
DASR	801	266403	520850012	3273





Laura Brandt

From: Matthew Joiner <Matthew.Joiner@flemingcollege.ca>
Sent: June 17, 2024 4:09 PM
To: info@magnetawan.com
Subject: Japanese Knotweed & Boat Launch Education

Hi Laura,

Marilee from Lake Bernard Phragmites Working Group gave me your name. This is Matt Joiner the Invasive Species Summer Technician hired by the Ontario Federation of Anglers and Hunters' Invasive Species Awareness Program.

I am reaching out today to address Japanese Knotweed and Boat Launch Education.

To start, we have taken on another invasive plant species called Japanese Knotweed. Just like Phrag it is really bad, releasing a toxin into the ground that stunts native species from growing, and its root systems can even grow through concrete foundations.

We noticed that the Municipality website does not have any information about it, and it is popping up in lots of spots in our area. I will link some very valuable resources that could be added to the website, if possible, this would be greatly appreciated.

Japanese Knotweed link:

<https://www.invadingspecies.com/invaders/plants/japanese-knotweed-2/>

Next, I would like to ask about boat launch education. Marilee said last year he and her summer student Abby, had done a boat launch education event at the launch by the locks in Magnetawan. We were wondering if you would allow us to do one again, talking about Clean. Drain. Dry. and the importance of not helping the spread of aquatic invasive species. If there is anytime you could think during the week that are most busy to try to outreach to as many boaters as possible.

Thank you, we appreciate your time and hope you have a good day.

Look forward to hearing from you soon.

Regards,

Matt Joiner

Regional Fire Services Committee (RFSC)

MINUTES

Thursday, April 11, 2024

Perry Township Council Chambers
(Sign-in sheet attached)

1. Call to Order

Mayor Norm Hofstetter opened the meeting at approximately 7:00 p.m. and began with introductions.

2. Fire Chief Presentation

Gary Courtice, Chief Regional Training Officer provided a full presentation to the RFSC on behalf of the Fire Chiefs. Mr. Courtice opened the presentation by outlining that the Committee was originally initiated from a vision of Former retired Fire Chiefs Dave McNay of Burk's Falls and Rick Phillip of Kearney in effort for the area stations to work together as one Fire Department. The Committee was formed and the Chief Regional Training Officer position was established. The Fire Chiefs have given up on the 'regional approach', but continue to move forward as 5 stations working together forming the South Almaguin Fire Department.

The Chief Regional Training Officer has been a success with firefighters in all 5 stations receiving consistent and uniform training. Firefighters can attend training at any station if they are not able to attend on their station training evenings. Fire Chiefs are coordinating purchases together for cost savings and to ensure that all equipment and trucks are set up alike, so that all firefighters can respond and work together safely and efficiently.

The presentation provided updates on the upcoming Level 1 and 2 Firefighter training; Hazmat Awareness and Operations; the process for dismissal and leaves; and the Live Fire Unit.

The Fire Chiefs explained that all municipalities will be required to complete a Community Risk Assessment by July 1, 2024 to comply with Ontario Regulation 378/18: Community Risk Assessments (O. Reg. 378/18). All Fire Chiefs have been working on these Assessments and will be prepared to meet this deadline.

Facility & Equipment Sharing and Use

Fire Departments are working together and sharing specific equipment that is not necessarily needed in every Fire Station. Examples include the ice/water rescue, air filling stations, forcible entry prop, rehab trailer and equipment, e-draulics, etc. Calls are managed so that when specific equipment is required at a call, the call comes in as a 5 station call to ensure equipment and manpower is available and responding appropriately.

There was a question from Council Members on municipal insurance coverage. If a volunteer firefighter from one station were to drive a fire truck from another station, how does insurance work and is there anything needed to be implemented to ensure appropriate coverage among the 5 stations. The Fire Chiefs advised that they would review this matter.

Burn Building Discussion

All municipalities provided resolutions that they are in support of the new live fire training facility with each placing \$20,000 in reserves. This facility is instrumental to the Fire Service to keep recruits moving and interested and ensure appropriate certification within the timelines. It is expected that the cost of the facility will be more than \$100,000 as rates have increased since receiving the original quote. It has been suggested that this be placed behind the Perry Fire Station as there is sufficient room in that location and other municipalities do not have the space. The Fire Chiefs continue to look into funding and grant opportunities, and are also looking into joint funding applications for all 5 stations (ie TCPL and Hydro One) for more success. Chief Paul Schaefer confirmed at the meeting that he would look into obtaining an updated quote to bring back for further consideration.

Fire Prevention Officer(s) Discussion

There was a discussion on Fire Prevention Officer (FPO) positions. Originally when the Committee met and implemented the Chief Training Officer position, there was also discussion on sharing of Fire Prevention Officers. No one expressed any interest in sharing an FPO at this time. It was noted that the Fire Marshal's Office liked the Burk's Falls FPO program managed by Joe Readman.

Other Business

A Council Member questioned what is in place to assist firefighters that attend calls and witness tragic events. Fire Chiefs provided updates on the Chaplin Mentor Training and that there is interest specifically from members in the Kearney Fire Department. When responding to calls, there are always check-ins after by the Chief, Captains, and at the group levels and resources are shared. There is also WSIB coverage if needed.

The Fire Chiefs outlined that following the W5 news broadcast, there is a greater push for daytime firefighters. Ottawa has implemented casual firefighters. The Fire Chiefs would like to see in future that there be firefighters hired and shared among the South Almaguin Fire Department to manage the daytime calls, etc. With an average of 170 calls per year, it really is no longer a volunteer fire department, even 158 calls is now excessive.

The Fire Chiefs are looking at joint communications for education to develop for mail-outs to the communities.

The 5 stations will be completing Forest Fire Refresher Training to prepare for the summer season. The fire ratings continue to stay consistent as a group.

The Fire Chiefs outlined that they would like to see one recruitment brochure go out for the next recruitment blitz with all 5 stations' logos and a QR code added for extra ease to access more information and to register.

The Regional Fire Services Committee unanimously agreed that meetings continue to be held in Perry Township on a quarterly basis and that Mayor Hofstetter chair the meetings with Perry providing administrative support.

Next Meeting

One Municipal Representative is to be appointed from each municipality to sit on the RFSC for the next RFSC meeting. Date of next meeting to be determined.

Adjourn

The meeting adjourned at 9:00 p.m.

District of Parry Sound



Social Services
Administration Board

Chief Administrative Officer's Report

June 2024

Mission Statement

To foster healthier communities by economically providing caring human services that empower and enable the people we serve to improve their quality of life.

District Municipal Association

On May 17th, I attended the District of Parry Sound Municipal Association meeting in Emsdale. There were approximately 100 people in attendance, primarily elected officials, ministries, agencies and municipal staff from all municipalities in the District of Parry Sound. I was pleased to see several members of our board in attendance.

(Shown here: Jerry Brandt, Tom Lundy, Janice Bray, Tammy MacKenzie, Teri Brandt, Ted Collins, Gail Finnsen, Sharon Smith)



National Housing Strategy Funding Update

On May 28th, 2024, the Federal and Provincial Ministers responsible for housing released a joint statement confirming that an agreement had been reached on a revised action plan from Ontario that will unlock \$357 million of federal funding under the National Housing Strategy (NHS), which had recently been paused by the federal government.

We were very pleased to learn that both levels of government have worked together to create a plan that would see Service Managers receiving the funding that had already been allocated. The DSSAB relies heavily on the limited National Housing Strategy funding it receives through the Province of Ontario to preserve existing housing stock and to create new supply. In the 2024-25 fiscal year, the PSDSSAB's anticipated allocation under the Canada-Ontario Community Housing Initiative (COCHI) was \$477,400. Under the Ontario priorities Housing Initiative (OPHI) the anticipated allocation was \$287,600.

We've been advised that the 2024-2025 funding allocations for COCHI and OPHI for our District will be re-confirmed shortly.

Value for Money Audit

As part of the 2024 Child Care funding allocation, the Ministry of Education is requiring municipalities and District Social Services Administration Boards (DSSABs) that directly operate child care centres to do a value-for-money audit of their programs. Under the new funding guidelines sent to the Consolidated Municipal Services Managers (CMSMs) and DSSABs, we are required to have an independent audit completed by the end of 2024. To increase efficiencies, we have partnered with Rainy River District Services Board and Kenora District Services Board to contract MNP LLP to complete this required audit.

2024 OMSSA Exchange Conference

On May 7th & May 8th, I attended the OMSSA Exchange Conference in Toronto. With more than 400 people in attendance from the human services, health, child care, and public services field, the conference provided the opportunity to bring human services staff from across Ontario to focus on several important professional development topics, and learn about the innovative work happening in each of our sectors to address the most pressing issues in our local communities.



Perry Township Community Safety Day

On May 25th, two members of our Income Support & Stability team attended the Perry Township Community Safety Day to represent the DSSAB.

Moose Hide Campaign Day

On May 16th, members of our Esprit team attended the Moose Hide Campaign Walk hosted by the Parry Sound Friendship Centre recognizing Violence against Women and Children, and provided an information table to those in attendance.



Home Depot's Spring Orange Door Project

The Home Depot Foundation's Spring Orange Door Project fundraising campaign runs from June 4 to July 7, 2024.

During this time, The Home Depot will engage associates and customers in a local campaign where 100% of funds raised stay within the District of Parry Sound and support Esprit Place Family Resource Centre.

Our team will be on site once per week during the campaign to provide information on our programs and services.

Social Media

Facebook Stats

District of Parry Sound Social Services Administration Board	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024
Total Page Followers	530	547	557	556	579	585
Post Reach this Period (# of people who saw post)	2,441	5,647	4,003	3324	4869	2904
Post Engagement this Period (# of reactions, comments, shares)	289	724	392	413	203	617

Esprit Place Family Resource Centre	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024
Total Page Followers	175	181	183	186	190	192
Post Reach this Period (# of people who saw post)	1,610	283	214	241	912	239
Post Engagement this Period (# of reactions, comments, shares)	292	14	3	127	54	41

DSSAB LinkedIn Stats https://bit.ly/2YyFHIE	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	MAY 2024
Total Followers	444	444	450	456	462	467
Search Appearances (in last 7 days)	52	25	20	69	68	45
Total Page Views	48	30	47	40	54	60
Post Impressions	570	368	815	575	697	256
Total Unique Visitors	18	16	15	21	25	26

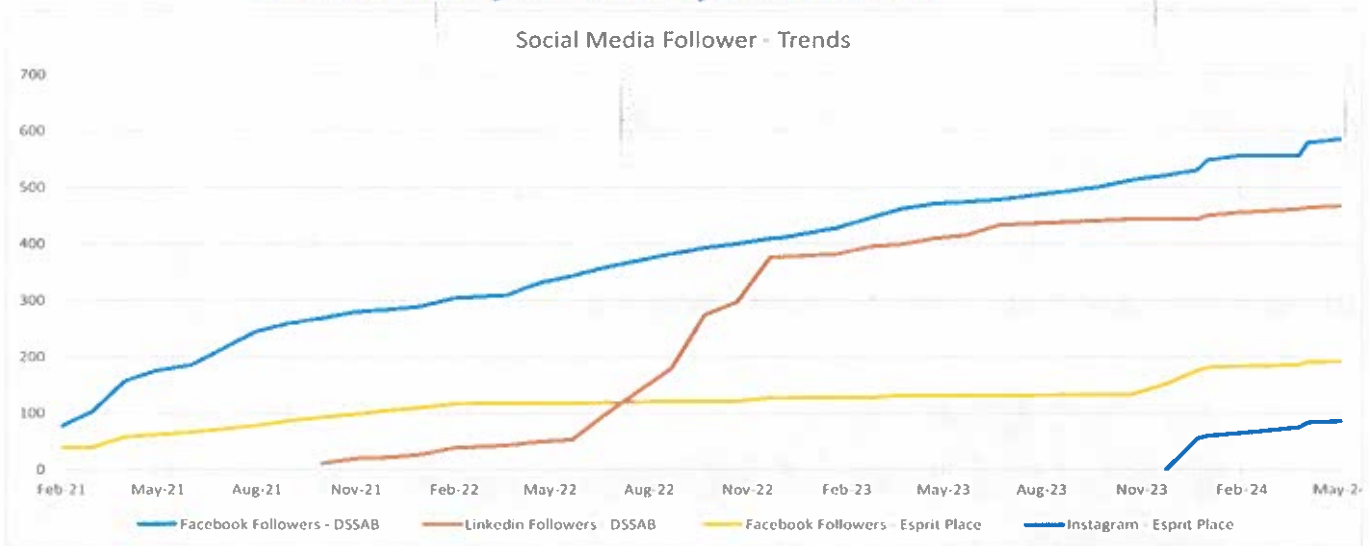
NEW! Instagram - Esprit Place Family Resource Centre https://www.instagram.com/espritplace/	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024
Total Followers	55	59	64	74	83	85
# of posts	18	19	21	23	24	25

Facebook Pages

A friendly reminder to follow our Facebook pages!



- ◆ [FACEBOOK - District of Parry Sound Social Services Administration Board](#)
- ◆ [FACEBOOK - Esprit Place Family Resource Centre](#)
- ◆ [FACEBOOK—EarlyON Child and Family Centres in the District of Parry Sound](#)
- ◆ [LINKEDIN—District of Parry Sound Social Services Administration Board](#)
- ◆ [INSTAGRAM—Esprit Place Family Resource Centre](#)



Licensed Child Care Programs

Total Children Utilizing Directly Operated Child Care in the District April 2024

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeek ELCC	HCCP	Total
Infant (0-18M)	0	0	0	2	21	23
Toddler (18-30M)	13	8	15	12	19	67
Preschool (30M-4Y)	17	12	20	41	58	148
# of Active Children	30	20	35	55	98	238

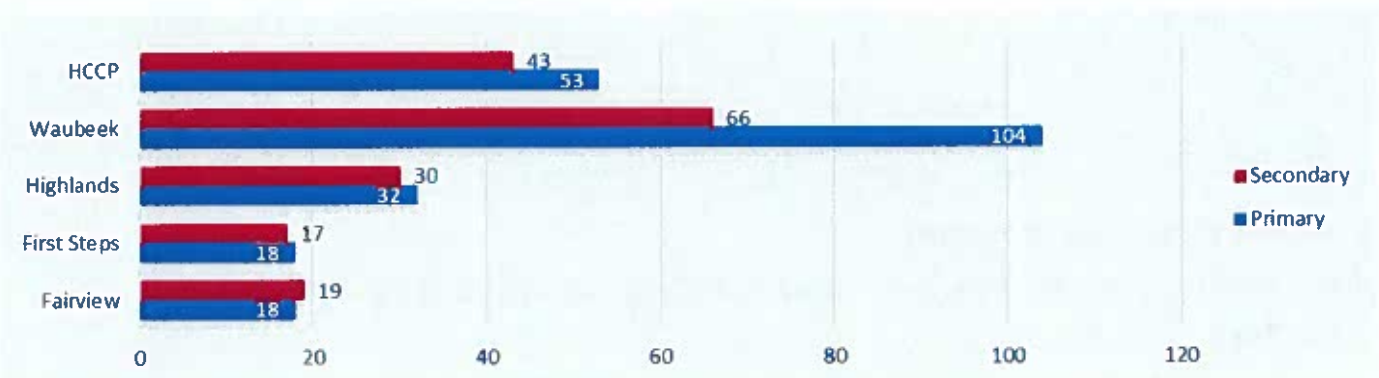
The Home Child Care Program approved a home in the Novar area that will be opening in June as well a new home will be opening shortly in the Rosseau community.

**School Age Programs
April 2024**

Location	Enrollment	Primary Waitlist	Secondary Waitlist
Mapleridge After School	26	7	9
Mapleridge Before School	8	0	0
Mapleridge Summer Program	N/A	13 enrollments	
Sundridge Centennial After School	13	9	2
Home Child Care	27	8	2
# of Active Children	74	24	13

Families have begun requesting September registration for both the Sundridge and Mapleridge School Age Programs.

Directly Operated Child Care Waitlist by Program



These waitlist numbers are duplicated as families continue to register with multiple programs.

The blue bar indicates the current number of children needing care now that cannot be accommodated. The red bar shows the number of children that will be needing care in future months.

**Inclusion Support Services
April 2024**

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	0	1	1	2	1	0	0
Toddler (18-30M)	0	5	5	10	0	1	0
Preschool (30M-4Y)	5	35	40	42	2	0	0
School Age (4Y+)	4	19	23	22	2	0	0
Monthly Total	9	60	69	-	5	1	0
YTD Total	10	56	-	76	18	9	7

**EarlyON Child and Family Programs
April 2024**

Activity	Monthly Total	YTD
Number of Children Attending	1,149	4,006
Number of New Children Attending	50	147
Number of Adults Attending	830	3,416
Number of Virtual Programming Events	8	39
Number of Engagements through Social Media	339	2,056
Number of Views through Social Media	10,387	48,273

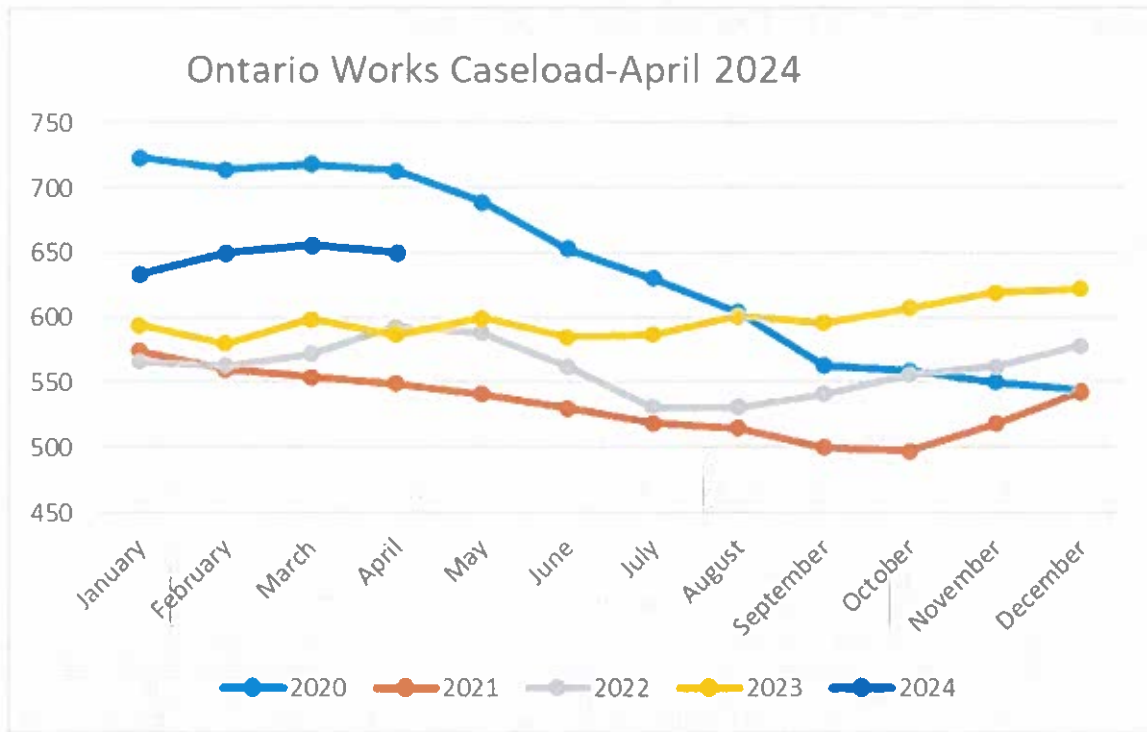
**Funding Sources for District Wide Childcare Spaces
April 2024**

Active	# of Children	# of Families
CWELCC*	75	73
CWELCC Full Fee	202	198
Extended Day Fee Subsidy	1	1
Fee Subsidy	41	29
Full Fee	25	23
Ontario Works	3	2
Total	347	326

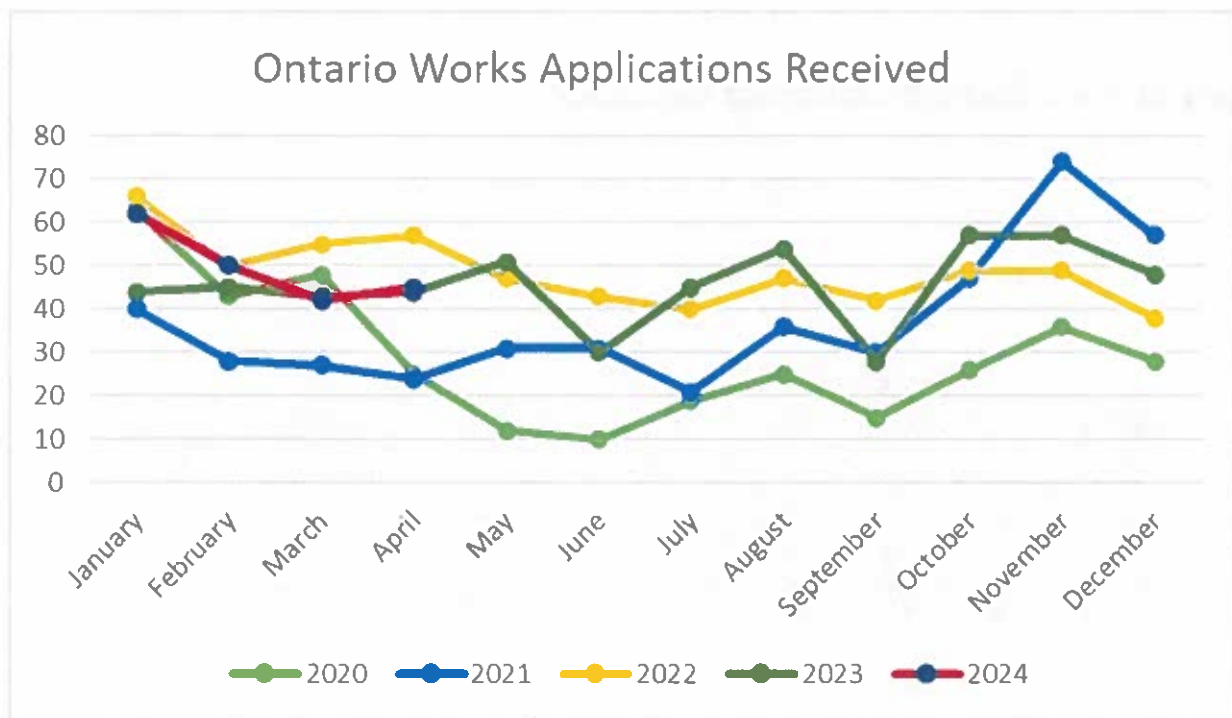
Funding Source - New	# of Children	# of Families
CWELCC	2	2
CWELCC Full Fee	1	1
Total	2	2

Exits	# of Children	# of Families
CWELCC	1	1
Fee Subsidy	1	1
Total	2	2

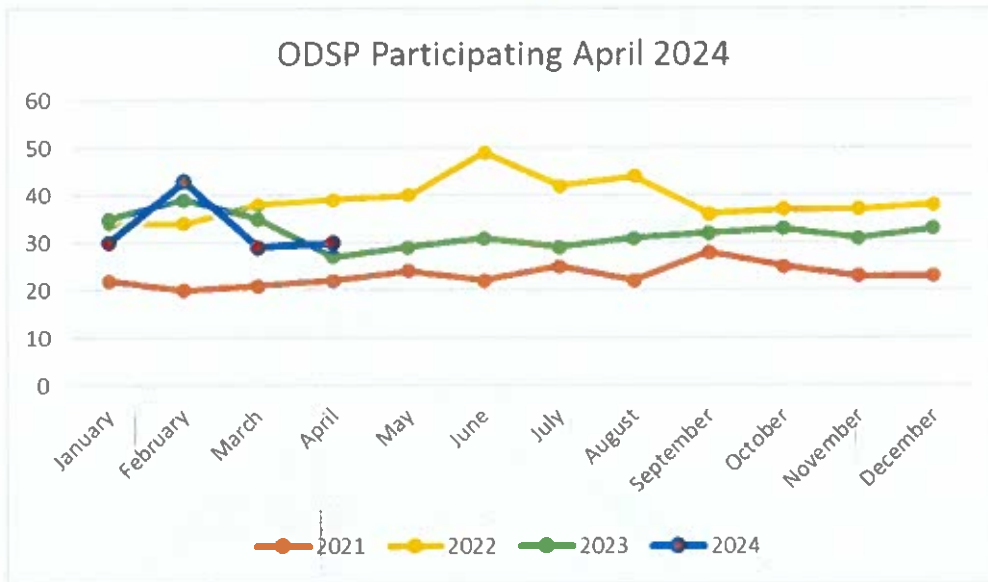
* CWELCC: Canada-Wide Early Learning Child Care; eligible for children 0 - 6



Ontario Works Intake - Social Assistance Digital Application (SADA) & Local Office Ontario Works Applications Received

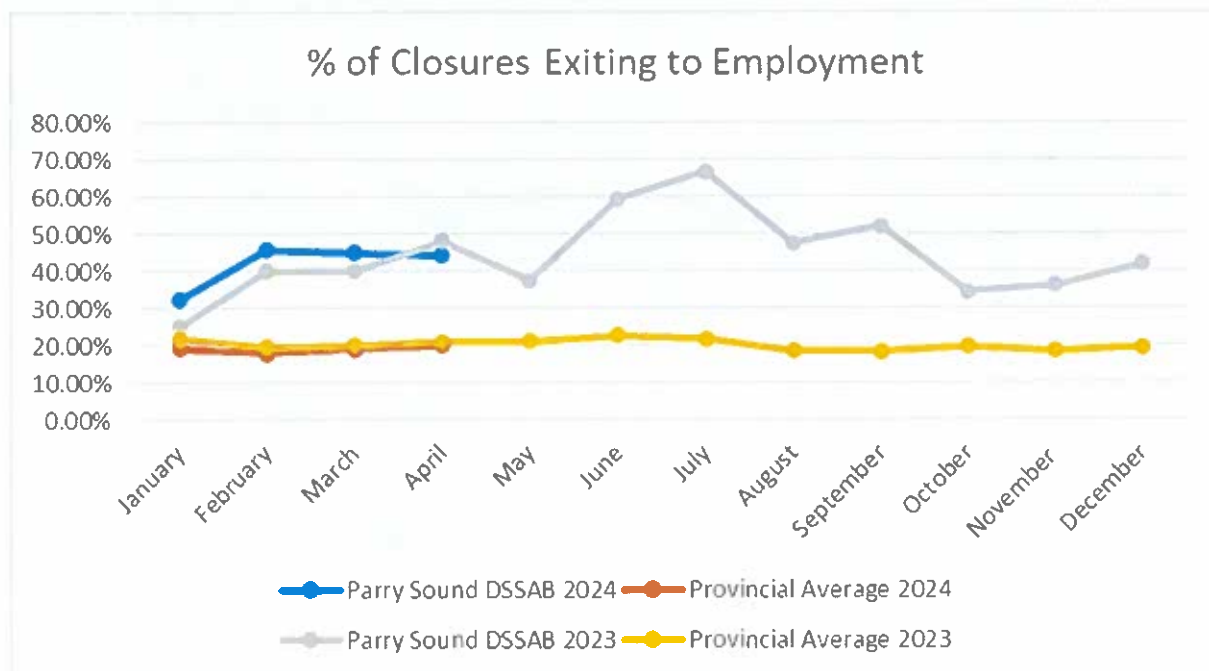


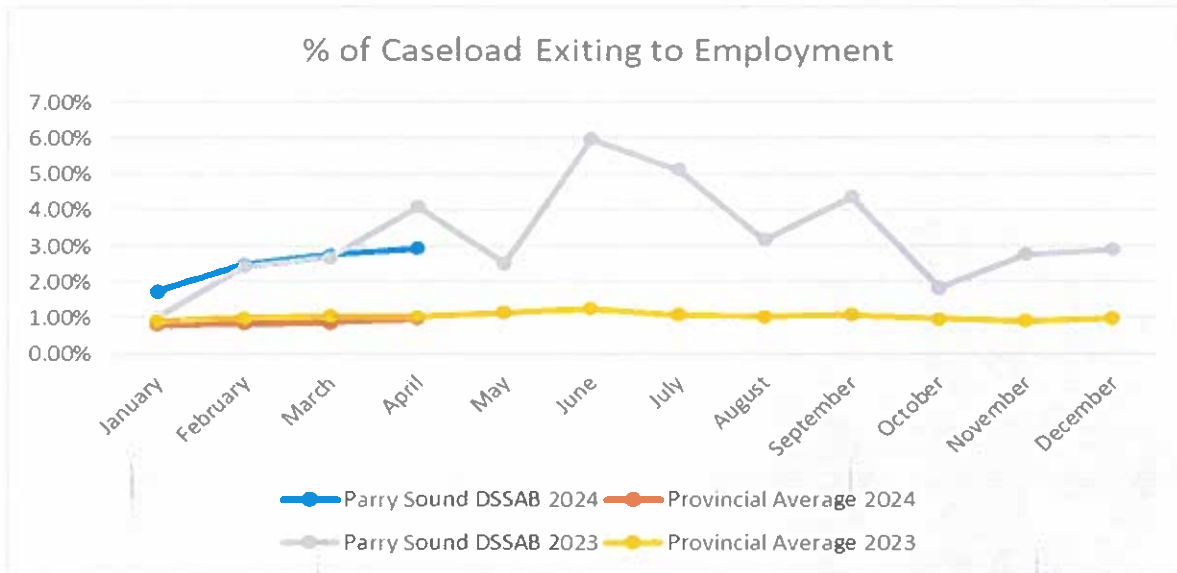
ODSP Participants in Ontario Works Employment Assistance



The OW Caseload as of the end of April is down slightly to **650**. We are supporting **30** ODSP participants in our Employment Assistance program. We also have **59** Temporary Care Assistance cases. We received **45** Ontario Works Applications, 35 (78%) of which were online through SADA and managed through IBAU in the month of April. We maintained our application processing service standard of 4 days.

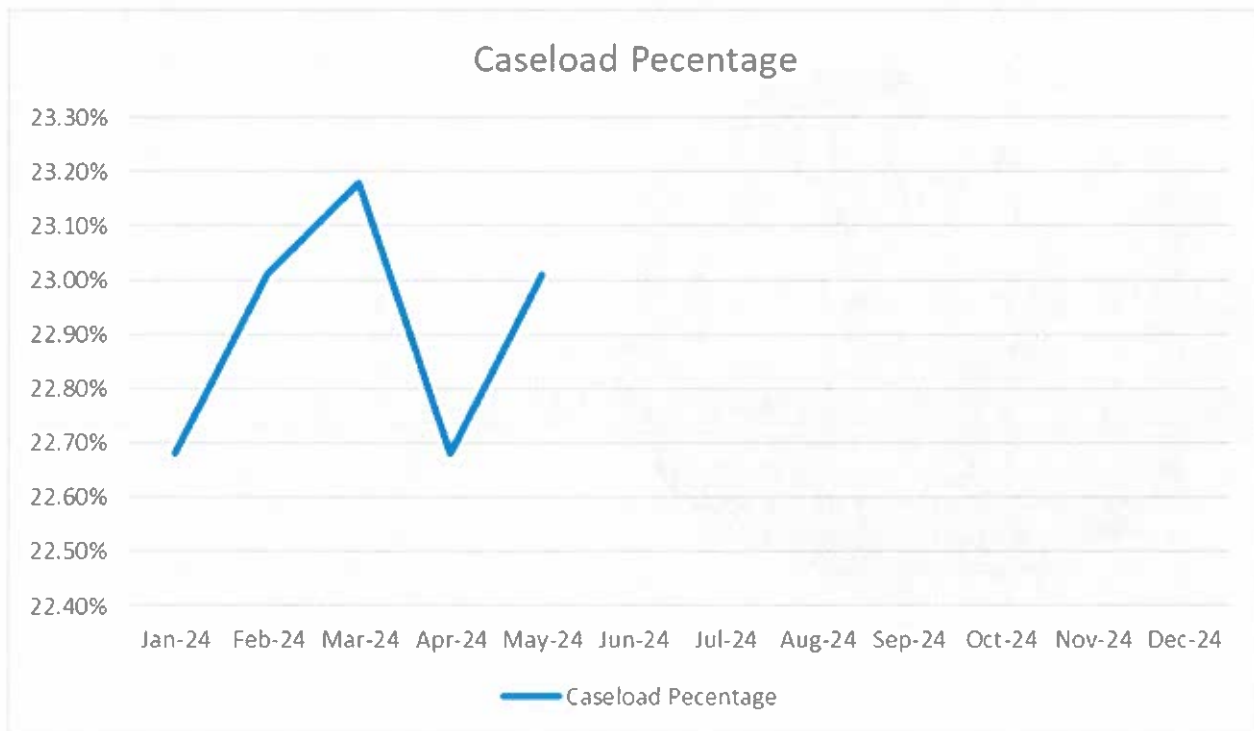
Employment Assistance & Performance Outcomes



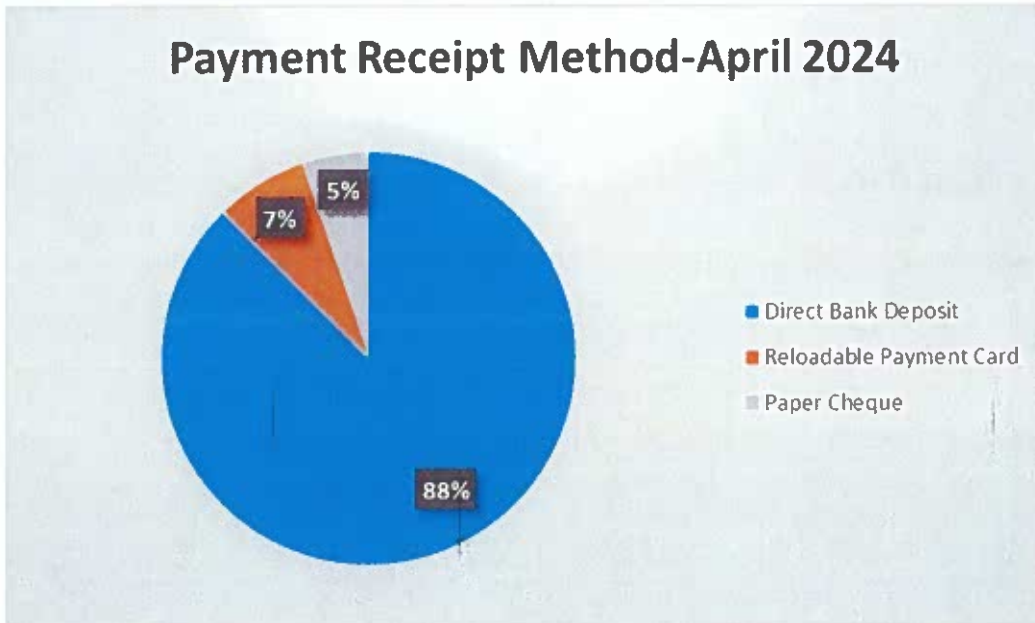


Our Employment Outcomes performance in remain strong but sit slightly below our 2023 performance. This could be indicative of the decrease in job postings as reported by the Labour Market Group for the area. Additionally, 6.6% of the caseload exited the program for any reason in April.

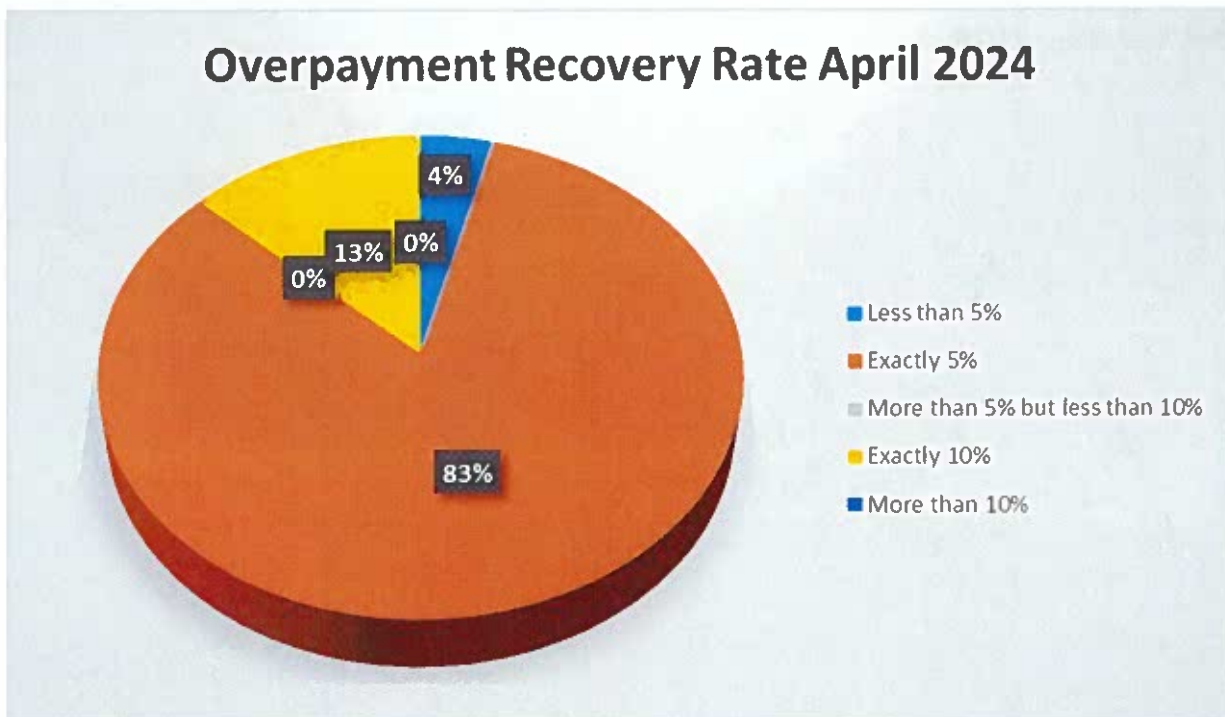
MyBenefits Enrollment 2024



DBD Enrollment

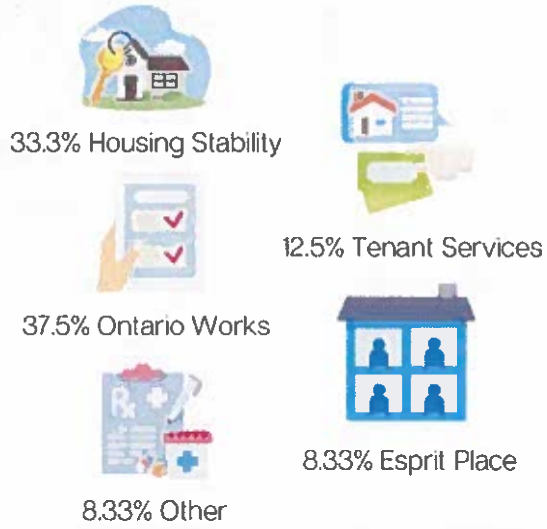


Overpayment Recovery Rate





Referral Source



Client Gender



Location of Encounter



Referral Out

CMHA 8	RAAM 4	PSFHT 1	Min Attorney General 1	EMS 1
SJB 7	NPLC 4	Home & Community Care 3	The Friends 1	Legal Aid 3
		Monarch Recovery 1	Waypoint Centre 1	Esprit Place 1
		Addiction Tx 4	Housing Stability - VAW 1	

Housing Stability Program - Community Relations Workers

Support

All services performed, provided, or arranged by the Homelessness Prevention Program staff to promote, improve, sustain, or restore appropriate housing for individuals active with the Homelessness Prevention Program, periodically within the month, not requiring intense case management.

April 2024 Income Source	East	West
Senior	12	14
ODSP	16	26
Ontario Works	5	15
Low Income	23	35

Intense Case Management

Intense Case Management involves the coordination of appropriate services and the provision of consistent and on-going weekly supports, required by the individual to obtain, and sustain housing stability.

April 2024 Income Source	East	West
Senior	12	18
ODSP	15	14
Ontario Works	8	15
Low Income	9	44

Contact/Referrals

April 2024	East	West	YTD
Homeless	8	3	20
At Risk	5	8	31
Program Total (Esprit In Shelter Clients calculated in Homelessness Numbers)			51
Esprit Outreach Homeless	0	0	0
Esprit Outreach at Risk	0	0	0
Esprit in Shelter	1		3

Short Term Housing Allowance

	Active	YTD
April 2024	7	9

Housing Stability: Household Income Sources and Issuance from HPP:

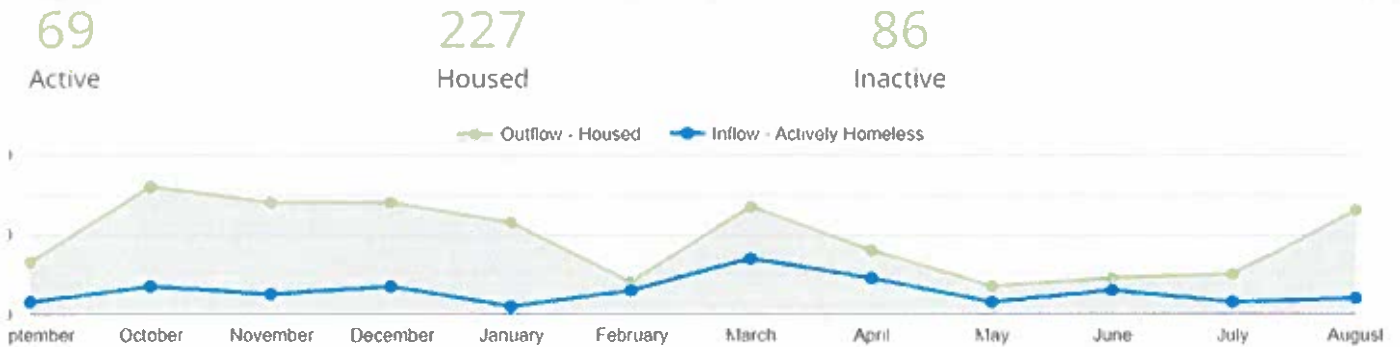
April 2024 Income Source	Total	HPP	April 2024 Reason for Issue	Total
Senior	3	\$792.88	Rental Arrears	\$1844.23
ODSP	3	\$549.74	Utilities/Firewood	\$127.88
Ontario Works	2	\$1844.23	Transportation	\$24.00
			Food/Household/Misc	\$690.74
			Total	\$3,186.85

Ontario Works: Household Income Sources and Issuance from HPP

April 2024 Income Source	Total	HPP
Senior	1	\$120.00
ODSP	3	\$3700.00
Ontario Works	10	\$7448.83
Low Income	2	\$50.00

April 2024 Reason for Issue	Total
Rental Arrears	\$3939.72
Utilities/Firewood	\$673.47
Transportation	\$50.00
Food/Household/Misc.	\$6655.64
Emergency Housing	
Total	\$11,318.83

**By-Name List Data
September 1, 2021– April 30, 2024**



Housing Programs

**Social Housing Centralized Waitlist Report
April 2024**

	East Parry Sound	West Parry Sound	Total
Seniors	52	146	198
Families	122	442	564
Individuals	506	201	707
Total	680	789	1469
Total Waitlist Unduplicated			464

**Social Housing Centralized Waitlist (CWL) 2023 - 2024 Comparison
Applications and Households Housing from the CWL**

Month 2023	New App.	New SPP	Cancelled	Housed	SPP Housing	Month 2024	New App.	New SPP	Cancelled	Housed	SPP Housing
Jan	5	1	13			Jan	3		2	1	
Feb	5	1	10			Feb	5		11	1	
Mar	6		35			Mar	7		3	3	
Apr	11		17	6		Apr	10	1	7		
May	13	2	9	2		May					
June	9	1	2	1		June					
July	5	1	5	1		July					
Aug	14	1	3	1		Aug					
Sept	12		4			Sept					
Oct	8	1	1	4	2	Oct					
Nov	12		3			Nov					
Dec	1		2	3	3	Dec					
Total	101	8	104	18	5	Total	25	1	23	5	

SPP = Special Priority Applicant

- Housing Programs approved ten rent-geared to income applications in the month of April.
- One SPP application was approved and placed on the centralized waiting list.
- Seven applications were cancelled—three applicants requested cancellation, three were unable to be contacted, and one was discovered to have social housing arrears.

**Parry Sound District Housing Corporation
April 2024**

Activity for Tenant Services

	Current	YTD
Move outs	7	17
Move in	2	8
L1/L2 forms	2	4
N4 - notice of eviction for non payment of rent	0	1
N5 - notice of eviction disturbing the quiet enjoyment of the other occupants	0	2
N6 - notice of eviction for illegal acts or misrepresenting income for RGI housing	0	0
N7 - notice of eviction for willful damage to unit	0	1
Repayment agreements (formal & informal)	4	33
No Trespass Order	0	3
Tenant Home Visits	32	113
Mediation/Negotiation/Referrals	17	77
Tenant Engagements/Education	0	3

**Property Maintenance & Capital Projects
April 2024**

Pest Control		3 buildings are currently being inspected monthly for bedbugs; 4 units have been treated
Vacant Units	14	one-bedroom (10); multiple bedroom (4) (asbestos abatement, and significant repair contributes to longer vacancy times)
Vacant Units - The Meadow View	4	one-bedroom (x4) market units available
After Hours Calls	5	After hours for April: Fire Supervisory Signal trouble reset required, odd smell, possible break in next door. On Call Contracted to outside service provider
Work Orders	42	Work orders were created for maintenance work and related materials for the month of April.
DSSAB Ticket	77	DSSAB Tickets are logged for maintenance or repairs required for any of the DSSAB buildings.
Fire Inspections		One 12 Unit Building was inspected, with the presence of the Fire Prevention Officer.

Capital information is captured in Quarterly Reports.

Esprit Place Family Resource Centre

Emergency Shelter Services	April 2024	YTD
Number of women who stayed in shelter this month	6	27
Number of children who stayed in the shelter this month	3	12
Number of hours of direct service to women (shelter and counselling)	30	853
Number of days at capacity	0	0
Number of days over capacity	0	0
Overall capacity %	44%	46%
Resident bed nights (women & children)	133	427
Phone interactions (crisis/support)	41	120

Transitional Support	April 2024	YTD
Number of women served this month	3	7
Number of NEW women registered in the program	3	6
Number of public ed/groups offered	0	0

Child Witness Program	April 2024	YTD
Number of children/women served this month	3	7
Number of NEW clients (mothers and children) registered in the program	1	4
Number of public ed/groups offered	1	1

Municipality of Tweed Council Meeting
Council Meeting



Resolution No. 229
Title: Councillor P. Valiquette
Date: Tuesday, April 23, 2024

Moved by P. Valiquette
Seconded by J. Palmateer

WHEREAS it is apparent that the Ontario Government has overlooked the needs of small rural Ontario;
AND WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads, bridges, water/wastewater and municipally owned buildings including recreational facilities, libraries and other tangible capital assets;

AND WHEREAS small rural Ontario's operating needs consume the majority of property tax revenue sources;

AND WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone;

AND WHEREAS in 2015 the provincial government moved to standardized billing for all non-contract J.P.P. (5.1) locations;

AND WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway; and \$534 million to Ottawa for the repatriation of Hwy 174;

AND WHEREAS the annual cost of the Ontario Provincial Police, Municipal Policing Bureau for small rural non-contract (5.1) municipalities is approximately \$428 million;

AND WHEREAS this annual cost is significantly less than the repatriation costs of the Gardiner Express Way, the Don Valley Parkway and Highway 174 (Ottawa Region) but provides a greater impact to the residents of the Province overall;

AND WHEREAS this will afford relief to small rural municipalities for both infrastructure and operating needs while having a minimal impact on the provincial budget;

NOW THEREFORE BE IT RESOLVED THAT The Municipality of Tweed call on the Ontario Government to immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities;

AND FURTHER, that Council direct staff to circulate this resolution to Premier Doug Ford (premier@ontario.ca), Minister of Solicitor General, Minister of Finance, and to the Association of Municipalities of Ontario (amo@amo.on.ca) and all Municipalities in Ontario.



Council - Committee of the Whole

Resolution # 2024-147
Title: Resolution seeking support re: Champlain Bridge Rehabilitation
Date: June 4, 2024

Moved by: Councillor Georges Pharand
Seconded by: Councillor Roch St. Louis

WHEREAS the Champlain Bridge, located on the King's Highway 17, west of the Town of Sturgeon Falls in the Municipality of West Nipissing is integral infrastructure to the Trans-Canada Highway network and also serves as a connecting link to Highway 64;

AND WHEREAS Highway 17 is a critical link in the Trans-Canada highway network, with Average Annual Daily Traffic (AADT) of over 14,000 travelers;

AND WHEREAS the majority of the traffic is provincial traffic, using the Trans-Canada highway for transporting goods and services in Ontario which, if shut down or restricted, would result in a 123km detour.

AND WHEREAS in 2021 an agreement was entered into between the Municipality and the Ministry of Transportation for the design of the rehabilitation or replacement of the Champlain Bridge, which design indicated that the bridge should be replaced at the anticipated cost of \$30,000,000.

AND WHEREAS Municipality of West Nipissing does not have the financial resources to undertake a project of this magnitude without assistance;

AND WHEREAS the Province has previously recognized the financial burden placed on municipalities, forced to maintain Provincial Infrastructure, by removing the burden of the Don Valley Parkway, and the Gardner Express Way from the City of Toronto;

BE IT THEREFORE RESOLVED THAT the Province of Ontario recognize the Champlain Bridge as critical provincial infrastructure and assume responsibility for its replacement;

BE IT FURTHER RESOLVED THAT if the assumption of the Bridge by the province cannot be undertaken, that the Province provide financial and operational assistance to the Municipality of West Nipissing for the undertaking of the replacement of the Champlain Bridge;

BE IT FURTHER RESOLVED THAT all northeastern municipalities served by the Highway 17 as well as the Association of Municipalities of Ontario (AMO), Rural Ontario Municipalities Association (ROMA), Ontario Good Roads Association (OGRA) and the Federation of Northern Ontario Municipalities (FONOM) be requested to support the Municipality of West Nipissing's request by submitting letters of support to the Ministry of Transportation.

CARRIED

May 27, 2023

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Room 281
Queens Park
Toronto, ON M7A 1A1
doug.fordco@pc.ola.org

The Honourable Sylvia Jones
Minister of Health/Deputy Premier
777 Bay Street, College Park, 5th Floor
Toronto, ON M7A 2J3
sylvia.jones@ontario.ca

Dear Premier Ford and Minister Jones:

RE: Restricting Youth Access to Nicotine Pouches

On behalf of the Board of Health for North Bay Parry Sound District Health Unit (Health Unit), please accept this correspondence highlighting our concern about nicotine pouches and their availability and potential harm to youth. Nicotine pouches under the brand name "Zonnic" were authorized for sale by Health Canada under their *Natural Health Products* designation as a nicotine replacement therapy. Nicotine pouches fall outside the scope of the federal *Tobacco and Vaping Products Act* and the provincial *Smoke-free Ontario Act 2017*, which regulate tobacco and vaping products by restricting their advertisement, promotion, and youth access. As a result, they are being sold in various retail settings throughout Ontario with no regulated age restrictions whilst being promoted using colourful packaging, "Power Wall" advertising, and multiple flavours which appeal to youth.

On March 20, 2024, Health Canada issued a [statement](#) and [public advisory](#) acknowledging concern about nicotine replacement therapies, particularly nicotine pouches becoming popular with youth. Health Canada released a [Notice of Intent](#) on March 21, 2024, to explore legislative and regulatory options to protect youth from risks associated with access and appeal to such nicotine replacement therapy.

At a provincial level, other provinces (British Columbia and Quebec) amended their provincial drug schedule regulation earlier this year to require nicotine pouches, like Zonnic, to be kept behind the counter at a pharmacy in an effort to prevent misuse, especially among youth.

At its meeting on April 24, 2024, the Board of Health carried the following resolution #BOH/2024/04/08:

WHEREAS, Health Canada approved Zonnic nicotine pouches as a smoking cessation aid under their Natural Health Products designation;

WHEREAS, nicotine pouch sales have no age restrictions and minimal advertising restrictions as they fall outside the scope of the federal Tobacco and Vaping Products Act;

WHEREAS, Imperial Tobacco, the makers of Zonnic, are using marketing tactics such as "Power Wall" displays in convenient stores, colorful packaging and fun flavors to attract youth;

.../2

WHEREAS, nicotine is highly addictive and can permanently impact the developing brain in youth and young adults;

WHEREAS, Zonnix is been sold throughout Ontario in various retail settings and has been since October 2023.

THEREFORE BE IT RESOLVED, that until the federal regulatory gap is closed the Board of Health urges the Ontario government to take immediate steps to restrict youth access to these products by amending provincial regulation to require that nicotine pouches, like Zonnix, be only available for purchase at pharmacies and kept behind the counter; and

FURTHERMORE BE IT RESOLVED, that that until the regulatory gap is closed the Board of Health urges the federal government to take immediate steps to restrict youth access to these products by:

- Suspending the sale of nicotine pouches, or reclassifying nicotine pouches (including flavored pouches) as a prescription product available only behind the counter at pharmacies; and*
- establishing a temporary moratorium of approval of any more nicotine pouch products, or any new category of nicotine products, under the Natural Health Product Regulations, unless the products are sold on a prescription basis.*

The Board of Health respectfully urges the Provincial Government to implement measures that reduce access to nicotine pouches and help to prevent negative health outcomes in youth.

Sincerely,

Rick Champagne
Chairperson, Board of Health


Rick Champagne (Jun 14, 2024 13:32 EDT)

Carol Zimbalatti, M.D., CCFP, MPH
Medical Officer of Health/Executive Officer


Dr. Carol Zimbalatti (Jun 13, 2024 13:39 EDT)

/sb

Copy to:
Vic Fedeli, MPP, Nipissing
Graydon Smith, MPP, Parry Sound-Muskoka
John Vanthof, MPP, Timiskaming-Cochrane
Scott Aitchison, MP, Parry Sound – Muskoka
Anthony Rota, MP, Nipissing – Timiskaming

Ontario Boards of Health
Association of Local Public Health Agencies (alPHA)
Health Unit Member Municipalities
Mark Holland, Federal Minister of Health



Parry Sound Area
COMMUNITY BUSINESS & DEVELOPMENT CENTRE INC.
A Community Futures Development Corporation

May 27th, 2024

Municipality of Magnetawan
4304 Hwy #520, P.O. Box 70
Magnetawan, ON
POA 1P0



Attention: Mayor Sam Dunnett
Municipality of Magnetawan
RE: Contribution to the Parry Sound Area CB&DC – 2024

Dear Mayor Dunnett,

On behalf of the volunteer Board and Staff at the Parry Sound Area CB&DC please share with Council our appreciation for once again demonstrating, in a tangible way, their support of our efforts in the West Parry Sound community.

We look forward to continuing to work with all of Council and local entrepreneurs to explore opportunities for business growth and employment generation in our community.

Sincerely,


ParrySound CBDC | May 27, 2024 15:41 EDT

Janice Heidman
General Manager
Parry Sound Area Community Business & Development Centre

JH/ph

Call for Nominations 2024

Community Schools Alliance

Memo: Members of the Community Schools Alliance

From: Doug Reycraft, Chair and Patricia Greig, Secretary-Treasurer

Please be advised that in accordance with the Constitution of the Community Schools Alliance, nominations to the Executive Committee of the Alliance are invited.

The three-year (3) terms of three (3) members of the Executive Committee will end August 31 of this year. Also, one (1) other position on the Executive Committee is vacant. Nominations to fill all four (4) positions for three-year terms are invited.

A nominee must either be an individual member of the Community Schools Alliance or an elected official of a member municipality as of July 1, 2024. Should more than four people be nominated, a virtual election will be held to fill the four positions.

A Nomination Form is attached.

The election, if necessary, will be held following the virtual Annual Meeting of the Community Schools Alliance on August 14, 2024, at 7 p.m.

All individuals and members of municipal councils who are members of the Alliance and who register to attend the Annual Meeting and election will be sent a ballot following the meeting.

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Executive Committee.

Please print, complete and forward a completed Nomination Form to Chair Doug Reycraft (reycraft@sympatico.ca) and Secretary-Treasurer Patricia Greig (pgreig@amtelecom.net).

A completed Nomination Form must be received by Doug Reycraft and Patricia Greig no later than Tuesday, July 16, 2024. Nominations will not be accepted beyond that date.

The four successful candidates will join the other seven members of the Executive Committee previously elected for the 2024-2025 year.

Section 5(i) of Constitution states: "The Chair, Vice-Chair and Secretary-Treasurer shall be elected by the members of the Executive Committee following the Annual Meeting."

Constitution for the Community Schools Alliance

(As Amended August 15, 2023)

1. NAME OF THE ORGANIZATION

The name of the organization is the Community Schools Alliance.

2. MISSION STATEMENT

The Community Schools Alliance is a non-profit organization committed to working with the Ontario Ministry of Education, municipalities and school boards to achieve a collaborative process that results in democratically determined decisions regarding education infrastructure. Such decisions should be based on principles that consider the broad impact, including but not limited to both social and fiscal effects, of any changes to the infrastructure on students and their community

3. GOALS

- a. Students will have the opportunity to be educated in their home community.
- b. All school boards and municipalities must work together to build creative partnerships that allow community resources and services to be delivered in conjunction with education.
- c. When surplus space develops in a school, the school board and the municipality must work together to identify community uses for the space before considering closure of the school.
- d. The input of students, parents, the host municipality and the community to the student accommodation review process used by school boards must be considered.
- e. The provincial government's formula for funding public education must recognize the critical value of schools to the local economy and the social fabric in rural and northern Ontario communities.

4. MEMBERSHIP

- a. Every municipality in Ontario will have the opportunity to become a member of the organization by submitting the required fee with an application.
- b. Other individuals and bodies, including municipal organizations, may become members of the organization with the approval of the Executive Committee and upon payment of the required fee. However the membership fee shall be waived for an individual who is elected to the Executive Committee if the individual resides in a municipality that has paid its required membership fee but the individual has ceased to be an elected official of the municipal council.

5. EXECUTIVE COMMITTEE

- a. The affairs of the organization shall be controlled and managed by the Executive Committee. Subject to the terms of this constitution and to the resolutions of members adopted in the Annual Meeting, the Executive Committee may exercise all the powers of the organization.
- b. All members of the Executive Committee shall be members of the organization or elected officials of member municipalities.
- c. The Executive Committee shall comprise at least seven (7) but not more than thirteen (13) members and will consist of the following:
 - i. Chair;
 - ii. Vice-Chair;
 - iii. Secretary-Treasurer;
 - iv. A minimum of four (4) other persons.
- d. Members of the Executive Committee shall be elected for a three-year term at an Annual Meeting.
- e. The Chair, Vice-Chair and Secretary-Treasurer shall be elected by the members of the Executive Committee following the Annual Meeting.
- f. Should a position on the Executive Committee become vacant, the remaining members of the Executive Committee may appoint a person to

fill the vacancy and that person shall hold office for the balance of the term but shall be eligible for re-election.

- g. The office of an Executive Committee member shall become vacant if a member:
 - i. resigns;
 - ii. becomes unfit and/or incapable of acting as such;
 - iii. ceases to be a member of the organization;
 - iv. is removed by the Executive Committee by a resolution adopted by at least two-thirds (2/3) of its members.
 - v. misses three consecutive meetings.
- h. Meetings of the Executive Committee shall be convened by the Chair on not less than ten (10) days' notice to members of the Committee.
- i. Quorum for meetings of the Executive Committee shall be a majority of the members of the Committee.
- j. Whenever possible, meetings of the Executive Committee shall be by conference call or by videoconference.

6. ANNUAL MEETINGS

- a. Whenever possible, Annual Meetings of the organization shall be held in conjunction with the Annual General Meetings of the Association of Municipalities of Ontario.
- b. Annual Meetings shall be convened by the Chair on not less than twenty-one (21) days' notice to all members of the organization. The notice shall state the date, time and place of the meeting and, in broad terms, the business to be transacted at the meeting.
- c. The business of an Annual Meeting shall include:
 - i. the presentation and adoption of the Annual Report of the Chair;
 - ii. the consideration of the Annual Financial Statement for the preceding calendar year;
 - iii. the election of members to serve on the Executive Committee;
 - iv. other matters as may be considered appropriate.

- d. All members of the organization and all elected officials of member municipalities in good standing shall be eligible to vote at an Annual Meeting.
- e. All voting at an Annual Meeting shall be by show of hands except for the election of members of the Executive Committee which shall be by ballot.

7. FINANCIAL MATTERS

- a. An account in the name of the Community Schools Alliance shall be held by the Association of Municipalities of Ontario.
- b. All monies received by the organization shall be deposited in the abovementioned account.
- c. All expenditures shall be made by the Association of Municipalities of Ontario on the recommendation of the Chair and/or the Secretary Treasurer.
- d. The organization's financial year shall be the calendar year.
- e. The Secretary Treasurer shall prepare an annual budget for the Community Schools Alliance and shall see to the general administration of the budget.
- f. The Secretary Treasurer shall prepare an Annual Financial Statement for each financial year. The Annual Financial Statement shall include a statement of income and expenditure.
- g. All expenditures shall require the authorization by the Executive Committee and will be used to promote the objectives of the organization.
- h. No portion of the income of the organization shall be paid to any person or to any member of the organization or the Executive Committee except as:
 - i. reasonable compensation for services actually rendered to the organization;
 - ii. reimbursement of actual costs or expenses reasonably incurred on behalf of the organization.

8. MEMBERSHIP FEES

The Executive Committee shall determine the required annual membership fees for individuals, municipalities, municipal organizations and other bodies.

9. AMENDMENT OF THE CONSTITUTION

- a. This Constitution may be amended by a resolution of two-thirds (2/3) of the members present at an Annual Meeting.
- b. At least twenty-one (21) days' notice prior to the Annual Meeting stating the nature of the resolution to be proposed must be given to all members of the organization.



**Municipality of
Magnetawan**

P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Lead Contact: Scott Edwards
Public Works Superintendent
P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Email: publicworks@magnetawan.com

Request for Proposal

Project Name: "Proposal 2024-05 Winter Sand"

Date of issue: Monday June 24, 2024

Proposal Submission Deadline: Thursday August 1, 2024 by 3:00 p.m.

Section 1 Introduction and General Instructions

1.01 Introduction

The Municipality of Magnetawan is inviting Proposals for Winter Sand to be mechanically mixed with salt provided.

This Request for Proposal document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at www.magnetawan.com

Any information contained in the Request for Proposal that is changed by the Bidder (except for filling in the blanks) will be grounds for disqualification.

Magnetawan's Procurement By-law is available for review at the Municipal Office or on the website.

1.02 Submission of Proposals

Proposals shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Proposal included as Section 5 at the end of this document. A designated signing officer authorized to bind the Bidder to the provisions of their Proposal must sign the Form of Proposal. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Bidder on the Form of Proposal.

All hard copy proposals must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, P.O. Box 70, 4304 Hwy 520, Magnetawan, ON P0A 1P0.

Electronic submissions will be accepted in response to this RFP. Electronic Submissions are to be submitted to the email address included in Subsection 1.03. Please submit your proposal in one PDF document. If you are submitting more than one proposal, please only send one submission per email. Electronic submissions will not be reviewed until the proposal opening date.

Faxed submissions will not be accepted.

Project Name: PROPOSAL 2024-05 WINTER SAND

Proposals must be received no later than Thursday August 1, 2024 at 3:00pm

Proposals must not be restricted by a statement added to the Form of Proposal or by a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives Proposals delivered by the Proposal Submission Deadline, in accordance with the submission process described in this section. Proposals received after the Proposal Submission Deadline will not be considered.

1.03 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time:

*Scott Edwards
Public Works Superintendent
PO Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0
publicworks@magnetawan.com*

IMPORTANT: A Bidder may be disqualified if they make inquiries, between the Proposal issue date and the notification of the Award, in a manner other than that described in this RFP or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information, and that no Bidder receives unfair treatment during the RFP process.

1.04 Schedule

The schedule set out herein represents the Municipality of Magnetawan’s best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFP Issue Date	Wednesday June 24, 2024
Final date of posting addenda	Thursday July 18, 2024 by 4:30 pm
Proposal Submission Deadline	Thursday August 1, 2024 by 3:00 pm
Proposal Opening	Thursday August 1, 2024 by 3:30 pm

1.05 Required Review and Clarification

Bidders shall carefully review this RFP. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact to allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Proposal, the Bidder acknowledges that they have read, completely understand, and accept the terms and conditions of the RFP in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFP.

1.06 Amendments to the RFP

The Municipality of Magnetawan may issue addenda as they are received, clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. No addenda shall be posted after **Thursday July 18, 2024**. Addenda will be posted to our website at www.magnetawan.com and will be available in the Municipal Office.

1.07 Reserved Rights of the Municipality of Magnetawan

The Municipality of Magnetawan reserves the right to:

- a. make public the names of any or all Bidders and their quoted price.
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Proposal.
- c. adjust a Bidder's scoring or reject a Bidder's Proposal based on:
 - i) a financial analysis,
 - ii) information provided by references,
 - iii) the Bidder's past performance on previous contracts awarded by the Municipality of Magnetawan,
 - iv) the information provided by a Bidder pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFP process; or
 - v) other relevant information that arises during the RFP process.
- d. verify with any Bidder or with a third party any information set out in a Proposal.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Proposal contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications.
- g. disqualify any Bidder or the Proposal of any Bidder who has engaged in conduct prohibited by this RFP.
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- i. select the Bidder other than the Bidder whose Proposal reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFP process at any stage.
- k. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables.
- l. accept or reject any or all Proposals in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFP or in any Bidder's Proposal.
- n. if a single Proposal is received, reject the Proposal of the sole Bidder, and cancel this RFP process
- o. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

1.08 Not Responsible for Costs

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Proposal. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFP.

1.09 Proposal Expiry Date

Bidders hereby acknowledge that their Proposals shall be irrevocable for a period of 60 days from the Proposal submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Bidder and may be initiated by either party.

1.10 Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Magnetawan. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

1.11 Invoicing

The Vendor will be solely responsible submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

- a. A valid WSIB clearance certificate that covers the invoice period;
- b. If holdback is being retained by the Municipality, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and
- c. Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

1.12 Method of Delivery of Invoices

- a. The Contractor shall send invoices to both the attention of the Municipal contact(s) specified in the Contract and the Treasurer. The Contractor shall reference the invoice Project Name in the email subject line and/or envelope.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 5:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

1.13 Processing of Proper Invoices

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

1.14 Payment Disputes

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f. If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

1.15 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Proposals received by the Municipality of Magnetawan become a public record. Once a Proposal is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990*, as amended may be directed to the Lead Contact.

1.16 Additional Requirements

- a. A certified cheque made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Proposal must be submitted with the Proposal, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of the Proposal opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.
OR
- b. The Municipality will accept payment which is equivalent to a 'certified cheque' which would include e transfer in the amount of ten percent (10%) to: etransfer@magnetawan.com - stating RFP 2024-05 Winter Sand, name of company and bid deposit **OR**
- c. The successful bidder may file with the Municipality of Magnetawan, a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred per cent (10%) of the total estimated Proposal. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Proposal deposit cheque.

Section 2 Scope of Work and Project Requirements

2.01 Scope of Work PLEASE SEE SCHEDULE A to RFP 2024-05 on page 11

The winning Contractor is responsible to fill up two domes with 3,900 tonnes of winter sand. To note the Municipality already has the salt required stored at the yard. Due to this an earlier delivery date can be negotiated with the Municipality.

The Municipality requires both Domes to be filled with a Winter Sand/Salt mixture being 97% Sand and 3% Winter Salt. It will be up to the successful Contractor to order, coordinate and mix mechanically 3,900 tonnes of the combined material.

Sand shall conform to the following gradation requirements with the exception that for manufactured sand the maximum percent passing the 75 um sieve shall be three percent (3%):

Gradation Requirements - MTO Lab Test No. L.S. 602

	MTO Sieve Designation	Percentage Passing
1	12.0 mm	100
2	4.75 mm	90-100
3	2.36 mm	50-95
4	1.18 mm	20-90
5	600 um	0-70
6	300 um	0-35
7	150 um	0
8	75 um	0

In the past, the Municipality has found that the sand does not have enough grit. Therefore, #2 and #3 can exceed sieve size but is not to exceed 8 mm sieve. All sand shall have two (2) samples taken at the point of unloading and sent to an approved lab to ensure that the three percent (3%) passing through the 75 um sieve is not exceeded. The municipality will assume this responsibility with associated costs. Sand that does not meet the specifications above shall be removed from the Municipal Yard at the suppliers' expense.

2.02 Services Required

The services to be provided by the successful Bidder will include but not be limited to those areas as set out below. Generally, services provided by the successful Bidder in each area shall include but not be limited to: Granular particles must satisfy the requirements of Table 1 - Gradation Requirements and OPSS Forms 314, 1001 and 1010. Stockpiling shall conform with the requirements of OPSS Form 1001.

In addition to the above requirements this will also be confirmed by visual inspection of the stockpile.

A penalty of \$500.00/day, at the Municipality's discretion may be applied if agreed to quantities are not supplied on schedule. The Contractor is responsible for adding the salt to the sand during stockpiling at a ratio set by the Public Works Superintendent and must be mechanically mixed. The Contractor is to use a minimum of eighty (80) foot stacker to stockpile the sand. The

Municipality will supply the salt. Weekend work may be permitted upon prior arrangement with the Public Works Superintendent. If at any time the material provided by the Contractor does not meet the specification within this Proposal, then the Municipality has the right to refuse material, be reimbursed for the inferior material and award the remainder of the contract to another Bidder.

Should Schedule A require payment by the tonne, the method of weighing shall be in accordance with OPSS Form 502. In addition, where a scale is found to be in excess of the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on indicated load for a portable scale) but not more than three (3) times the Limits of Error, the scale may continue to be used for no more than forty-eight (48) hours. Where the scale is in error by more than three (3) times the Limits of Error, weighing of material on the scale must cease immediately. Loader bucket scale is acceptable upon written approval of the Superintendent of Public Works.

2.03 Core Key Deliverables/Requirements

The Municipality has the following general requirements of a potential preferred vendor for Gravel:

- a. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least five million dollars (\$5,000,000) per accident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit. (Also see Form M-100, Subsections 106-1 and 106-2)
- b. The successful bidder shall also deliver proof of Workman' s Safety Insurance Board coverage within ten (10) calendar days of receiving the Acceptance Notice. The Municipality may also require HST compliance.

2.04 Payment Schedule

Payment of the contract amount, subject to the statutory holdback (Construction Act) and the deficiency holdback referenced in section 2.05, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in section 1.11.

2.05 Deficiency Hold Back

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to Five percent (5%) of the total value of Work performed ("Deficiency Holdback") for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality's satisfaction may be retained out of the Deficiency Holdback.

2.06 Performance Evaluation:

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipalities future contracts for a period of two (2) years.

2.07 Completion Date:

The Contractor shall complete the work by: **October 1, 2024**

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works. If the time limit above is not enough to permit completion by the Contractor, working a normal number of hours, the Contractor shall make changes to permit the work to be completed within the allotted time. Additional costs incurred shall be deemed to be included in the price bid for this Proposal.

If the work is not completed by the above time frame or by an amended time frame allowed by an approved extension of time (see Form M-100, Subsection 107-2) then the Contractor agrees to pay the Municipality of Magnetawan the sum of Five Hundred Dollars (\$500.00) per calendar day, for each day's delay in finishing the work, excluding weekends.

Section 3 Requirements

3.01 Submission

For the Municipality of Magnetawan to evaluate Proposals fairly and completely, Bidders shall provide **all** information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit one (1) set of their Proposal, containing the following items:

• An indication of the Proponent's understanding of the project scope and requirements, including how the specific required services shall be met.	
• An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent.	
• An overview of the Proponent's experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent's team.	
• A Completed proposal package including signatures.	
• Proposal Addendums signed by Proponent for acknowledgement.	
• All necessary funds.	

3.02 Evaluation Criteria, Process and Award

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

The evaluation committee will recommend Award to Council for the Bidder achieving the specifications required and the lowest price.

The successful Bidder shall be notified of the Award in writing to the e-mail address given on the Form of Proposal, and/or may be contacted verbally by the Lead Contact.

Section 4 Evaluation of the Proposals

4.01 Evaluation Criteria, Process and Award

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Bidders to clarify or obtain more information about their Proposal or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a proposal deemed to be reasonably acceptable for Award.

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

4.02 Basis of Rejection of Proposal

Proposal not conforming to the requirements within this document and/or the following will be disqualified:

- a. Proposal must be legible, in ink, typewritten, or by printer.
- b. Proposal must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.
- c. Proposal must be signed and sealed by an authorized official of the bidding organization. A joint proposal must be signed and sealed by each company.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location (see Form M-100, Sub-section 102-2), and understands and accepts the said conditions and specifications, and for the prices set forth in this proposal, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this proposal is a certified cheque, in the amount of 10% of the total proposal, made payable to the Municipality of Magnetawan. The proceeds of this cheque shall, upon acceptance of the proposal, constitute a deposit which shall be forfeited to the Municipality of Magnetawan if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this proposal.

It is agreed that the proposal quantities are estimated only and may be increased or decreased by the Municipality without alterations of the proposal price. However, such increases or decreases shall not exceed 20%. (See Form M-100, Subsection 103-1)

It is also agreed that upon acceptance in writing by the Municipality of Magnetawan this proposal form becomes the agreement for the performance of the work between the contractor and the Municipality.

2024 3,900 TONNES

Item No.	Item Description	Unit	Quantity	Unit Price Supply & Delivery Mechanical Mix	PST	Total
1	Supply, Screen & Stockpile Sand/Salt in Sheds		3,900 tonnes			
2	Trucking to Municipal Sand/Salt Shed at 18 Miller Rd.		3,900 tonnes			
Estimated Proposal						
H.S.T.						
Total Estimated Proposal						

Optional 2025 6,500 TONNES

Item No.	Item Description	Unit	Quantity	Unit Price Supply & Delivery Mechanical Mix	PST	Total
1	Supply, Screen & Stockpile Sand/Salt in Sheds		6,500 tonnes			
2	Trucking to Municipal Sand/Salt Shed at 18 Miller Rd.		6,500 tonnes			
Estimated Proposal						
H.S.T.						
Total Estimated Proposal						

Section 5 Form of Proposal

I/We, the Undersigned, having examined this Request for Proposals, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide gravel, without undue delay, and by completion date.

I, We _____
(Name-Print) (Position)

of _____
(Company Name)

Dated at _____ this _____ day of _____, 2024.

AUTHORIZED SIGNATURE

ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below
Last posted addendum on the website on Thursday July 18, 2024 _____

The successful bidder acknowledges and agrees that employees and/or contractors under their supervision are considered employees of the contractor and not the Municipality of Magnetawan. The contractor is solely responsible for negligence, liability and/or costs incurred caused directly or indirectly by their employee Proponents Initial's _____

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Magnetawan, and hereby certifies that the information supplied in this Proposal to be true and complete in all respects.

Company Seal

Ministry for
Seniors
and Accessibility

Ministère des Services
aux aînés et de
l'Accessibilité



Minister

Ministre

College Park
777 Bay Street
5th Floor
Toronto ON M7A 1S5

College Park
777, rue Bay
5^e étage
Toronto ON M7A 1S5

\$25,000

Exercise Programming Including
AquaFit \$10,500

3 Dinner+Event Series \$7,500

2 Field Trips \$7,000

June 19, 2024

The Municipality of Magnetawan
4304 Hwy 520,
Magnetawan, ON P0A 1P0

Dear Laura Brandt:

Re: Seniors Community Grant Program 2024-25
Transfer Payment Ontario (TPON) Case #: 2024-02-1-2372545621

Congratulations, I am pleased to inform you that your application to the 2024-25 Seniors Community Grant Program has been approved for up to \$25,000 in funding, pending finalization of an agreement between your organization and the Province of Ontario. The funding will be subject to the terms and conditions in that agreement.

Ministry staff will be in touch with you soon to provide you with details about your approved funding.

At this time, please do not publicly disclose any information regarding your funding until you have received confirmation from Ministry staff that you are able to do so. If you wish to make a public media announcement related to this funding, please advise ministry staff and await confirmation that you are able to do so.

We hope to be able to announce this exciting project in June as part of Ontario's Seniors Month celebrations.

I am truly inspired by your organization's values, dedication and support of seniors and accessibility in Ontario, and I wish you much success with your project.

Sincerely,

Hon. Raymond Cho
Minister for Seniors and Accessibility

EXCITING NEWS!
NEW GEOCACHES
ADDED IN 2024!



The Worlds Largest Treasure Hunt NOW IN MAGNETAWAN!

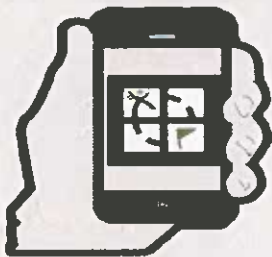


22
GEOCACHES
PLACED!

What is geocaching?

Geocaching is a form of treasure hunting, but it's less about the treasure and more about the sight seeing experience. The Geocaching app will be used to locate nearby geocaches, once you have selected Geocache the app will help you navigate towards the general area of the geocache. The app will then notify you that you are in the area closest to the geocache, and that's when you start looking around to find the geocache. Once The geocache is found sign your name on the paper inside and if there's any little treasures you must leave some thing to take some thing, once you are finished with the geocache make sure to put it back exactly where you found it, so other geocachers can enjoy the same experience you had.

What is needed to geocache?



The Geocaching App



A Pen

How do I get the App?



Scan this QR code
or
search Geocaching in the App Store

EXCITING NEWS!

**A BEACH WHEELCHAIR MAT WILL BE AVAILABLE FOR USE
AT THE MAGNETAWAN CENTENNIAL BEACH**

**A BEACH WHEELCHAIR WILL BE AVAILABLE FREE OF CHARGE
FOR USE AT THE MAGNETAWAN CENTENNIAL BEACH**

**A HOCKEY SLEDGE WILL BE AVAILABLE FREE OF CHARGE
FOR USE AT THE LIONS' PAVILION**

*THESE NEW ITEMS HAVE BEEN PROVIDED BY FUNDS AWARDED THROUGH
THE ENABLING ACCESSIBILITY FUND (EAF)*

**A SPECIAL THANK YOU TO OUR VOLUNTEER YOUTH ACCESSIBILITY LEADER (YAL)
LILY DIGIACOMO**



SOME RESTRICTIONS APPLY!!

FOR MORE DETAILS VISIT OUR WEBSITE AT www.magnetawan.com

OR EMAIL recreation@magnetawan.com

NEW!

BASKETBALL NET NOW AVAILABLE AT MAGNETAWAN'S CROFT RECREATIONAL PARK!

Located at 6527 Hwy 124 in Ahmic Harbour



**FOR MORE DETAILS VISIT OUR WEBSITE AT www.magnetawan.com
OR EMAIL recreation@magnetawan.com**



CALL FOR SUBMISSIONS

ARE YOU A COMMUNITY GROUP DOING GREAT WORK IN THE
MUNICIPALITY OF MAGNETAWAN?

HAVE A GREAT IDEA THAT WILL BENEFIT OUR COMMUNITY?

ALREADY DOING SOMETHING AWESOME AND NEED
ADDITIONAL FUNDS?

SUBMIT YOUR PROPOSAL TO COUNCIL!

HOW TO APPLY

Due Tuesday
July 16th

- Include a Short bio about your Community Group and your Great Work!
- Include how your Community Group will use the carvings to raise Funds!
- Include how your Community Group will use the Funds and how it will benefit our Community!
- Email your submission to recreation@magnetawan.com or drop your submission off at the Municipal Office by the deadline of Tuesday July 16th!



CARVINGS DONATED BY NORTHERN RHODES ARTISTRY IN WOOD

FOR MORE DETAILS VISIT OUR WEBSITE AT www.magnetawan.com
OR EMAIL recreation@magnetawan.com





AT THE VILLAGE GREEN
BIDDY STREET AND THE HERITAGE MUSEUM CENTRE
Saturdays 10am to 1pm

JULY 6 MEMBERS OF THE BURKS FALLS ART CLUB

JULY 13 ENEVER ENDEAVORS

JULY 20 MEMBERS OF THE BURKS FALLS ART CLUB

JULY 27 ENEVER ENDEAVORS

AUGUST 3 MEMBERS OF THE BURKS FALLS ART CLUB

AUGUST 10 ENEVER ENDEAVORS

AUGUST 17 MEMBERS OF THE BURKS FALLS ART CLUB

AUGUST 24 ENEVER ENDEAVORS

AUGUST 31 MEMBERS OF THE BURKS FALLS ART CLUB

For more information contact us at (705) 387-2947 or at
recreation@magnetawan.com





ICYMI Council Highlights June 19, 2024



To read the complete minutes, agenda packages and by-laws please visit our website at www.magnetawan.com



Council passed Resolution 2024-177 receiving the report 2024 Donation Chainsaw Carvings and approving the recommendation to put a public call out for community organizations to submit their proposal to Council for a fundraising campaign utilizing the carvings. To view the Report to Council and public call for submission visit our website.



Council presented Harvery Sohm with his Magnetawan Super Senior 2024 Award and Ontario Senior of the Year. Harvey is considered a dedicated volunteer in our community. Thank you Harvey for your exceptional volunteer service.



Council passed resolution 2023-160 approving a donation of \$100 for the Magnetawan Central Public School Emily Ross Langford Award for Citizenship. Congratulations to all our GRADUATES!

Council passed resolution 2024-175 approving the request for donation from the Magnetawan Lions' Club July Golf Tournament. Council also passed resolution 2024-174 receiving the request for donation from the Almaguin Highlands Health Council Assessment and Strategic Roadmap Project and authorized a onetime payment of \$2,000.



That the Municipality now has Tesla Wall and Solar Panel indicators for civic address signs. These indicators help emergency services such as Fire be aware of possible hazards while attending fire calls. If you have a tesla wall or solar panel reach out to us at the Municipal Office to get your indicator stickers free of charge!

SAVE THE DATE

The next open public meeting of Council is July 3, 2024, at 1:00 pm at the Magnetawan Community Centre.

Questions? Concerns? Ideas? Contact the Municipal Office at (416) 387-3947 or by email at info@magnetawan.com

Council Approval Accounts Payable and Payroll

Meeting Date: July 3/2024

Accounts Payable	Amount
Batch # 2024-00075 Cheque Date: June 12/24 From: 25899 To: 25899	\$ 3,019.36
Batch # 2024-00077 Cheque Date: June 14/24 From: 25900 To: 25904	\$ 7,012.88
Batch # 2024-00080 Cheque Date: June 19/24 From: 25905 To: 25905	\$ 599.94
Batch # 2024-00079 Cheque Date: June 21/24 From: 25906 To: 25947	\$ 230,773.11
Batch # 2024-00083 Cheque Date: July 3/24 From: 25948 To: 25970	\$ 93,430.36
Batch # Cheque Date: From: To:	\$
Batch # Cheque Date: From: To:	\$
EFT Batch # 2024-00084	\$ 51,610.70
EFT Batch #	\$
EFT Batch #	\$
Cancelled Cheques	\$
Total Accounts Payable	\$ 386,446.35

Payroll

Staff Pay
Pay Period: # 12 \$ 42,083.88
All Direct Deposit

Staff Pay
Pay Period: # 13 \$ 41,847.40
All Direct Deposit

Staff Pay
Pay Period: # \$
All Direct Deposit

Council Pay

Pay Period: # \$
All Direct Deposit

Pay Period: # \$
All Direct Deposit

Total Payroll \$ 83,931.28

Total for Resolution \$ 470,377.63

**Municipality of Magnetawan
List Of Accounts for Approval**
Batch: 2024-00075 to 2024-00086

Bank Code - CURR - CURRENT ACCOUNT

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
25899 06012024	6/12/2024	Canada Post 1-4-1300-2200 - TREAS - ACCC 1-1-1100-1102 - HST RECEIVA	POSTAGE STAMPS HSTBIReb Tax Code	2,719.03 300.33	 3,019.36
25900 JAN24 FEB24 MAR24 APRIL24	6/14/2024	CANADIAN UNION OF PUBLIC EMPLOYEES 1-2-1000-1044 - UNION DUES I 1-2-1000-1044 - UNION DUES I 1-2-1000-1044 - UNION DUES I 1-2-1000-1044 - UNION DUES I	JANUARY 2024 UNION DU FEBRUARY 2024 UNION C MARCH 2024 UNION DUE: APRIL 2024 UNION DUES	661.85 722.82 675.00 781.15	661.85 722.82 675.00 781.15
				Payment Total:	2,840.82
25901 0001782 0001689	6/14/2024	HALL DEBBIE ANN 1-4-2100-2210 - CBO - LEGAL I 1-1-1100-1102 - HST RECEIVA 1-4-2200-2210 - BLEO - LEGAL 1-1-1100-1102 - HST RECEIVA	2024 POA COURT-BUILDIT HSTBIReb Tax Code 2024 POA COURT-BYLAW HSTBIReb Tax Code	1,546.36 170.80 946.37 104.53	 1,717.16 1,050.90
				Payment Total:	2,768.06
25902 FEE2023	6/14/2024	OFFICE OF THE PUBLIC GUARDIAN AND 1-2-1000-1011 - A/P-PUBLIC TF	AHMIC FEES FOR 2023	300.00	300.00
25903 FEES2023	6/14/2024	OFFICE OF THE PUBLIC GUARDIAN AND 1-2-1000-1011 - A/P-PUBLIC TF	SPENCE FEES FOR 2023	200.00	200.00
25904 2024 29	6/14/2024	WOODRUFF'S TREE AND COTTAGE CARE 1-4-3022-3015 - B2 - RENTAL C 1-1-1100-1102 - HST RECEIVA	TREE WORK - ELM TREE, HSTBIReb Tax Code	814.08 89.92	 904.00
25905 1584	6/19/2024	THE CORNBALL STORE 1-4-2600-2015 - REC - EVENTS	SENIOR OF THE YEAR & C	599.94	599.94
25906 2024-174	6/21/2024	ALMAGUIN HIGHLANDS HEALTH CENTRE 1-4-1000-5018 - COUNCIL - DC	2024 ASSESSMENT & STF	2,000.00	2,000.00
25907 ARM24-70	6/21/2024	Township Of Armour 1-4-2200-2010 - BLEO - MATEF 1-4-2200-1010 - BLEO - WAGE 1-1-1100-1102 - HST RECEIVA	MAY 2024 BYLAW HOURS MAY 2024 BYLAW HOURS HSTBIReb Tax Code	31.00 4,261.71 474.15	 4,766.86
25908 2024-154	6/21/2024	AHMIC MARINE LTD. 1-4-3101-2400 - J - BUILDING M 1-1-1100-1102 - HST RECEIVA	REPAIR ROOF LEAK AT 1: HSTBIReb Tax Code	809.17 89.37	 898.54
25909 519949447JUNI 538589007JUNI	6/21/2024	Bell Mobility 1-4-1200-2052 - ADMIN - CELL 1-1-1100-1102 - HST RECEIVA 1-4-4030-2420 - RECY - LANDF 1-4-4020-2420 - LF - LANDFILL 1-1-1100-1102 - HST RECEIVA	CELL PHONE - JUNE 2024 HSTBIReb Tax Code LANDFILL SURVEILLANCE LANDFILL SURVEILLANCE HSTBIReb Tax Code	452.03 49.93 25.44 25.44 5.62	 501.96 56.50
				Payment Total:	558.46
25910 50066875JUNE	6/21/2024	BELL MOBILITY INC 1-4-4020-2420 - LF - LANDFILL 1-4-4030-2420 - RECY - LANDF 1-1-1100-1102 - HST RECEIVA	TOWER RENTAL - PW & F TOWER RENTAL - PW & F HSTBIReb Tax Code	59.89 59.88 13.23	 133.00

**Municipality of Magnetawan
List Of Accounts for Approval**
Batch: 2024-00075 to 2024-00086

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
25911 59033	6/21/2024	BEATTY PRINTING 1-4-1300-2010 - TREAS - TAXA 1-1-1100-1102 - HST RECEIVA	ENVELOPES & TAX BILLS HSTBIReb Tax Code	1,312.97 145.02	1,457.99
25912 361018	6/21/2024	COMWAVE 1-4-1200-2050 - ADMIN - TELEI 1-1-1100-1102 - HST RECEIVA	VOIP LINES HSTBIReb Tax Code	61.57 6.80	68.37
25913 2222	6/21/2024	CRAIG'S WELDING & FABRICATION 1-4-3222-2070 - TR22 - REPAIF 1-1-1100-1102 - HST RECEIVA	TRUCK #22 WELDING REI HSTBIReb Tax Code	834.31 92.15	926.46
25914 2NDQTR2024	6/21/2024	DISTRICT OF PARRY SOUND SOCIAL SERVICES 1-4-6200-2710 - SOCIAL - DSS,	2ND QTR 2024 MUNICIPAL	82,018.59	82,018.59
25915 23765	6/21/2024	DEAN'S AUTO CARE 1-4-7210-2070 - TR10 - REPAIF 1-1-1100-1102 - HST RECEIVA	TRUCK #10 REPAIRS HSTBIReb Tax Code	508.47 56.16	564.63
25916 24-2125-102	6/21/2024	ECOVUE CONSULTING SERVICES 1-3-8000-7800 - PLN - PLANNI 1-1-1100-1102 - HST RECEIVA	JOLIC CONSENT HSTBIReb Tax Code	824.26 91.04	915.30
25917 A-249917 A-249908 A-249909	6/21/2024	ENVIRONMENTAL 360 SOLUTIONS LTD. 1-4-7100-2400 - WHARFS - RE 1-1-1100-1102 - HST RECEIVA 1-4-3700-2010 - PARKING - MA 1-1-1100-1102 - HST RECEIVA 1-4-7200-2010 - PARKS - MATE 1-1-1100-1102 - HST RECEIVA	60 AHMIC ST. TOILET REN HSTBIReb Tax Code 130 SPARKS ST. TOILET F HSTBIReb Tax Code 6527 HWY 124 - TOILET R HSTBIReb Tax Code	176.30 19.47 176.30 19.47 176.30 19.47	195.77 195.77 195.77
				Payment Total:	587.31
25918 55373 55377 55378 55376	6/21/2024	FISHER'S REGALIA 1-4-2000-2120 - FD - OFFICE 1-1-1100-1102 - HST RECEIVA 1-4-2000-2012 - FD- PREVENT 1-1-1100-1102 - HST RECEIVA 1-4-2000-2012 - FD- PREVENT 1-1-1100-1102 - HST RECEIVA 1-4-2000-2012 - FD- PREVENT 1-1-1100-1102 - HST RECEIVA	CLIPBOARDS HSTBIReb Tax Code UNIFORMS HSTBIReb Tax Code UNIFORMS HSTBIReb Tax Code UNIFORMS HSTBIReb Tax Code	91.58 10.12 191.31 21.13 137.38 15.17 96.67 10.68	101.70 212.44 152.55 107.35
				Payment Total:	574.04
25919 77058 77191	6/21/2024	FOWLER CONSTRUCTION COMPANY 1-4-3031-2010 - C1 - MATERIAI 1-1-1100-1102 - HST RECEIVA 1-4-3031-2010 - C1 - MATERIAI 1-1-1100-1102 - HST RECEIVA	COLD MIX ASPHALT HSTBIReb Tax Code COLD MIX ASPHALT HSTBIReb Tax Code	10,067.78 1,112.02 13,929.38 1,538.55	11,179.80 15,467.93
				Payment Total:	26,647.73
25920 06142024	6/21/2024	GUTTORMSON, MARK STANLEY 1-2-1000-1083 - ENTRANCE SE	ENTRANCE PERMIT DEPC	500.00	500.00
25921 29075	6/21/2024	GREER GALLOWAY CONSULTING ENGINEERS 1-4-4030-8000 - RECY - CAPIT, 1-4-4020-8000 - LF - CAPITAL I	TOPOGRAPHICAL SURVE TOPOGRAPHICAL SURVE	1,424.64 1,424.65	

**Municipality of Magnetawan
List Of Accounts for Approval**
Batch: 2024-00075 to 2024-00086

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
29067		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	314.71	3,164.00
		1-4-2000-8000 - FD - CAPITAL	FIRE HALL - CIVIL TECHN	432.48	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	47.77	
				Payment Total:	480.25
<hr/>					
25922 17	6/21/2024	JOHNSTON, CALVIN			
		1-4-3042-4010 - D2 - CONTRAC	MAY 23-JUNE 3 GRADING	7,693.07	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	849.73	8,542.80
<hr/>					
25923 LE034199	6/21/2024	LAKELAND ENERGY LTD			
		1-4-3800-5012 - STREET - MAC	STREETLIGHT REPAIR	1,275.42	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	140.88	1,416.30
<hr/>					
25924 06132024	6/21/2024	BRANDT, LAURA			
		1-4-1200-1310 - ADMIN - CONF	MILEAGE - AMCTO CONF	284.93	
		1-4-2600-2010 - REC - MATERI	MILEAGE - AMCTO CONF	12.61	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	32.86	330.40
06182024		1-4-2600-2400 - REC - PROGR	MILEAGE - GEOCHACHES	36.25	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.00	40.25
				Payment Total:	370.65
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25925 101-141226	6/21/2024	MAGNETAWAN BUILDING CENTRE (COM DEV)			
		1-4-2600-2010 - REC - MATERI	SUPPLIES	40.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.50	45.19
101-141158		1-4-2600-2010 - REC - MATERI	SUPPLIES	10.98	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.21	12.19
101-141138		1-4-7500-2010 - LOCKS - MATE	SUPPLIES	37.88	
		1-4-7600-2010 - HERITAGE - R	SUPPLIES	20.29	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	3.27	61.44
				Payment Total:	118.82
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25926 101-140878	6/21/2024	MAGNETAWAN BUILDING CENTRE (PARKS)			
		1-4-7200-2010 - PARKS - MATE	SUPPLIES	23.80	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.63	26.43
101-140826		1-4-7200-2010 - PARKS - MATE	SUPPLIES	76.89	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.49	85.38
101-140870		1-4-7200-2400 - PARKS - REPA	SUPPLIES	9.15	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.01	10.16
102-54475		1-4-7200-2010 - PARKS - MATE	SUPPLIES	19.21	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.12	21.33
101-140876		1-4-4300-2010 - W-SYS - MATE	SUPPLIES	11.43	
		1-4-1200-2010 - ADMIN - OFFIC	SUPPLIES	24.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.99	40.13
102-54333CR		1-4-4300-2010 - W-SYS - MATE	SUPPLY CREDIT	-4.57	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	-0.50	-5.07
101-140832		1-4-6250-2400 - FRIENDSHIP C	SUPPLIES	23.27	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.57	25.84
				Payment Total:	204.20
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25927 104-104083	6/21/2024	MAGNETAWAN BUILDING CENTRE (ROADS)			
		1-4-3101-2080 - J - SMALL TOC	SUPPLIES	28.48	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.15	31.63
104-104064		1-4-3101-2080 - J - SMALL TOC	SUPPLIES	29.48	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.26	32.74
101-140708		1-4-3101-2120 - J - OFFICE	SUPPLIES	54.70	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.74	56.44
103-128643		1-4-3042-4010 - D2 - CONTRAC	SUPPLIES	2,014.24	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	222.48	2,236.72
104-104061		1-4-3101-2010 - J - MATERIALS	SUPPLIES	10.07	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	11.19
			Payment Total:		2,368.72
25928	6/21/2024	MAGNETAWAN BUILDING CENTRE (LANDFILL)			
103-128593		1-4-4020-2010 - LF - MATERIAL	SUPPLIES	25.43	
		1-4-4030-2010 - RECY - MATEF	SUPPLIES	25.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.62	56.48
103-128497		1-4-4030-2010 - RECY - MATEF	SUPPLIES	18.31	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.02	20.33
101-140757		1-4-4020-2120 - LF - OFFICE	SUPPLIES	12.98	12.98
			Payment Total:		89.79
25929	6/21/2024	MAC LANG (SUNDRIDGE) LIMITED			
CCCS205129		1-4-3231-2070 - TR 31-2023 RE	TRUCK #31 - MAINTENAN	207.24	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	22.89	230.13
25930	6/21/2024	Magnetawan Lions Club			
2024-175		1-4-1000-5018 - COUNCIL - DO	2024 JULY GOLF TOURNA	1,500.00	1,500.00
25931	6/21/2024	CEDAR SIGNS			
INV/2024/2324		1-4-3101-2350 - J - SIGNAGE	ROADS SIGNAGE	575.22	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	63.53	638.75
25932	6/21/2024	Magnetawan Central School			
2024-176		1-4-1000-5018 - COUNCIL - DO	2024 EMILY ROSS AWAR	100.00	100.00
25933	6/21/2024	JIM MOORE PETROLEUM			
648554		1-4-7300-3030 - HALL - GENER	GENERATOR DYED DIESE	567.60	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	73.79	641.39
647471		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	340.18	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	37.58	377.76
647470		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	678.48	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	74.94	753.42
648076		1-4-3101-2023 - J - DYED DIES	CHAPMAN LANDFILL-DYE	304.81	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.67	338.48
648207		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	1,379.83	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	152.40	1,532.23
648206		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	122.24	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.51	135.75
			Payment Total:		3,779.03
25934	6/21/2024	MHBC PLANNING LIMITED			
5033673		1-4-8010-2210 - PLN - LEGAL /	CAMP KLAHANIE	838.50	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	92.62	931.12
25935	6/21/2024	NEAR NORTH INDUSTRIAL SOLUTIONS			
93351		1-4-3101-2010 - J - MATERIALS	WATER TRUCK REPAIR P	72.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.00	80.39
93234		1-4-3101-2010 - J - MATERIALS	WATER TRUCK REPAIR P	129.54	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.31	143.85
93291		1-4-3101-2010 - J - MATERIALS	WATER TRUCK SUPPLY F	190.41	

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93296		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	21.04	211.45
		1-4-4020-2010 - LF - MATERIAL	LANDFILL - HYDRAULIC C	72.46	
		1-4-4030-2010 - RECY - MATEF	LANDFILL - HYDRAULIC C	72.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.01	
				Payment Total:	160.93
					596.62
25936	6/21/2024	NORTH BAY PARRY SOUND DISTRICT HEALTH			
MAY2024		1-4-6400-2010 - HEALTH - HEA	MAY 2024 ANNUAL LEVY	3,949.00	3,949.00
JUNE2024		1-4-6400-2010 - HEALTH - HEA	JUNE 2024 ANNUAL LEVY	3,949.00	3,949.00
JULY2024		1-4-6400-2010 - HEALTH - HEA	JULY 2024 ANNUAL LEVY	3,949.00	3,949.00
				Payment Total:	11,847.00
25937	6/21/2024	ONTARIO FEDERATION OF ANGLERS & HUNTER!			
IN002829		1-4-2600-2400 - REC - PROGR.	ARCHERY BOWS & MANU	1,594.44	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	119.38	1,713.82
25938	6/21/2024	OSIM INTERACTIVE			
24369		1-4-1200-2135 - ADMIN - WEBS	WEBSITE ACCESSIBILITY	1,526.40	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	168.60	1,695.00
25939	6/21/2024	POLLARD DISTRIBUTION INC			
9406		1-4-3043-2010 - D3 - MATERIAL	ROADS DUST CONTROL	7,795.49	
		1-4-3043-4010 - D3 - CONTRAC	ROADS DUST CONTROL	3,839.59	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,285.14	12,920.22
9544		1-4-3043-2010 - D3 - MATERIAL	ROADS DUST CONTROL	7,005.30	
		1-4-3043-4010 - D3 - CONTRAC	ROADS DUST CONTROL	3,450.38	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,154.87	11,610.55
9509		1-4-3043-2010 - D3 - MATERIAL	ROADS DUST CONTROL	7,538.49	
		1-4-3043-4010 - D3 - CONTRAC	ROADS DUST CONTROL	3,712.99	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,242.77	12,494.25
				Payment Total:	37,025.02
25940	6/21/2024	TOWNSHIP OF RYERSON			
RTO2024-044		1-4-2000-1500 - FD - REGIONA	2ND QTR 2024 FIRE TRAIL	4,170.41	4,170.41
2024-052		1-4-2000-2018 - FD - PPE & FIF	CREST & LETTERING OF	77.34	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.54	85.88
				Payment Total:	4,256.29
25941	6/21/2024	RSM BUILDING CONSULTANTS INC.			
3266		1-4-2100-1010 - CBO - WAGES	BUILDING FEES	1,626.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	179.65	1,806.08
25942	6/21/2024	STAPLES BUSINESS ADVANTAGE			
66777181		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	186.66	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	20.61	207.27
25943	6/21/2024	SUNBELT RENTALS OF CANADA INC.			
77077846-0001		1-4-3101-2400 - J - BUILDING M	ROADS BUILDING MAINTEN	3,567.55	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	394.05	3,961.60
25944	6/21/2024	THE CRANE GUY			
1366		1-4-5010-8000 - CEM - CAPITA	CRANE FOR COLUMBARIII	2,143.07	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	236.71	2,379.78
25945	6/21/2024	TRI-CITY EQUIPMENT			
105031		1-4-3023-3015 - B3 - RENTED E	RENTAL EQUIP. - DITCHIN	6,850.50	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	756.86	7,607.16

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105030		1-4-3034-8000 - C4 - CAPITAL I	BOMAG ROLLER EQUIP. F	5,917.87	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	653.65	6,571.52
			Payment Total:		14,178.68
25946	6/21/2024	WEEKS CONSTRUCTION			
96847		1-4-3213-2072 - COM - FLOATI	FLOAT - COMPACTOR FO	1,034.49	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	114.27	1,148.76
97906		1-4-3213-2072 - COM - FLOATI	FLOAT-COMPACTOR REP	796.38	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	87.96	884.34
			Payment Total:		2,033.10
25947	6/21/2024	D.M. WILLS ASSOCIATES			
26206		1-4-3011-8000 - A - CULVERT/I	#8 ORANGE VALLEY-UPD	2,270.25	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	250.76	2,521.01
25948	7/3/2024	AGRICULTURE FORESTRY CONSTRUCTION INC			
5575		1-4-3217-2070 - BH4 - REPAIR/	BH #4 REPAIR - CONTROL	781.90	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	86.36	868.26
25949	7/3/2024	ALGONQUIN CLEAN WATER SERVICES INC			
2177		1-4-4300-2010 - W-SYS - MATE	WATER TESTING FAN	305.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	33.69	338.75
25950	7/3/2024	BRANDT TRACTOR LTD.			
4208373		1-4-3211-2070 - GR - REPAIRS	GRADER REPAIRS	13,749.92	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,518.73	15,268.65
25951	7/3/2024	BELL CANADA			
4855JUNE24		1-4-6250-2050 - FRIENDSHIP C	FRIENDSHIP CLUB TELEF	67.68	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.47	75.15
25952	7/3/2024	FIRE MARSHAL'S PUBLIC FIRE SAFETY			
IN165669		1-4-2000-2012 - FD- PREVENT	FIRE DEPARTMENT-MATE	233.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	25.74	258.77
25953	7/3/2024	LLOYD BARRY			
SJ-107		1-4-3101-2400 - J - BUILDING M	ELECTRICIAN-ROADS BU	1,108.13	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	122.39	1,230.52
25954	7/3/2024	BRANDT, LAURA			
06192024		1-4-2600-2400 - REC - PROGR.	MILEAGE - SUPER SENIO	10.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.19	12.04
25955	7/3/2024	MAGNETAWAN BUILDING CENTRE (COM DEV)			
102-54867		1-4-2600-2010 - REC - MATERI	SUPPLIES	35.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.94	39.63
25956	7/3/2024	MAGNETAWAN BUILDING CENTRE (PARKS)			
102-54680		1-4-7200-2010 - PARKS - MATE	SUPPLIES	16.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.82	18.28
101-141444		1-4-7200-2010 - PARKS - MATE	SUPPLIES	47.93	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.29	53.22
102-54718		1-4-4300-2010 - W-SYS - MATE	SUPPLIES	45.74	
		1-4-7300-2010 - HALL - MATER	SUPPLIES	38.79	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	5.05	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.05	94.63

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				Payment Total:	166.13
25957	7/3/2024	MAGNETAWAN BUILDING CENTRE (LANDFILL)			
101-141152		1-4-4020-2120 - LF - OFFICE	SUPPLIES	19.47	
		1-4-4030-2120 - RECY - OFFIC	SUPPLIES	19.47	38.94
101-141142		1-4-4030-2400 - RECY - REPAI	SUPPLIES	21.04	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.33	23.37
102-54596		1-4-2600-2400 - REC - PROGR	SUPPLIES	30.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.32	33.38
				Payment Total:	95.69
25958	7/3/2024	JIM MOORE PETROLEUM			
648551		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	1,448.87	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	160.04	1,608.91
25959	7/3/2024	MOORE PROPANE LIMITED			
1329980		1-4-6250-2024 - FRIENDSHIP C	TANK RENEWAL	61.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.74	67.80
1329981		1-4-7200-3030 - PARKS - GENE	TANK RENEWAL, PARKS	61.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.74	67.80
				Payment Total:	135.60
25960	7/3/2024	M&L SUPPLY FIRE & SAFETY			
022217		1-4-2000-7130 - FD - EQUIPME	SCBA REPAIRS	149.59	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.52	166.11
25961	7/3/2024	NELSON GRANITE LIMITED			
94264		1-4-5010-8000 - CEM - CAPITA	COLUMBARIUM PURCHASE	15,942.16	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,760.87	17,703.03
25962	7/3/2024	GF PRESTON SALES AND SERVICE LTD.			
IN04222		1-4-3101-2080 - J - SMALL TOC	SMALL TOOLS - BLADE	100.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.13	111.84
25963	7/3/2024	POLLARD DISTRIBUTION INC			
9616		1-4-3043-4010 - D3 - CONTRAC	DUST CONTROL	7,013.08	
		1-4-3043-4010 - D3 - CONTRAC	DUST CONTROL	3,454.20	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,156.15	11,623.43
9697		1-4-3043-2010 - D3 - MATERIAI	DUST CONTROL	15,410.69	
		1-4-3043-4010 - D3 - CONTRAC	DUST CONTROL	7,590.33	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2,540.55	25,541.57
9651		1-4-3043-2010 - D3 - MATERIAI	DUST CONTROL	7,661.30	
		1-4-3043-4010 - D3 - CONTRAC	DUST CONTROL	3,773.47	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,263.02	12,697.79
				Payment Total:	49,862.79
25964	7/3/2024	SDB TRUCK & EQUIPMENT REPAIRS			
13422		1-4-3229-2070 - TR29 - REPAIF	TRUCK #29 MONTHLY INS	152.64	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.86	169.50
13423		1-4-3226-2070 - TR26 - REPAIF	TRUCK #26 MONTHLY INS	152.64	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.86	169.50
13424		1-4-3228-2070 - TR28 - REPAIF	TRUCK #28 MONTHLY INS	152.64	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.86	169.50
				Payment Total:	508.50
25965	7/3/2024	SLING-CHOKER MFG. (NORTH BAY) LTD.			
106160		1-4-3101-2020 - J - SAFETY SL	ROADS SAFETY SUPPLIE	597.45	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	65.99	663.44
25966	7/3/2024	CHARLES SAUNDERS			
01-42084		1-4-3101-2080 - J - SMALL TOC	REPAIR PARTS FOR WAT	818.15	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	90.37	908.52
25967	7/3/2024	STAPLES BUSINESS ADVANTAGE			
66835666		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	56.94	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.29	63.23
25968	7/3/2024	SAM'S COUNTRY CLEANING			
1543		1-4-3101-2120 - J - OFFICE	OFFICE MAINTENANCE	71.23	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.87	79.10
1570		1-4-3101-2120 - J - OFFICE	OFFICE MAINTENANCE	61.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	6.74	67.80
			Payment Total:		146.90
25969	7/3/2024	SIGNCRAFT CANADA INC.			
2663		1-4-3011-8000 - A - CULVERT/I	GAS TAX SIGNS	203.52	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	22.48	226.00
25970	7/3/2024	SUNBELT RENTALS OF CANADA INC.			
77085606-0001		1-4-3101-2400 - J - BUILDING M	ROADS BUILDING MAINTEN	2,676.29	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	295.61	2,971.90
			Total COMPUTER CHEQUE:		334,835.65

ONLINE BANKING

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JUNE 12	6/12/2024	MINISTER OF FINANCE EFT			
MAY2024		1-2-1000-1045 - EHT PAYABLE	MAY 2024 EHT REMITTAN	2,554.75	2,554.75
JUNE 21	6/21/2024	OMERS EFT			
MAY2024		1-2-1000-1022 - OMERS PAYAI	MAY 2024 OMERS PENSIC	20,806.24	20,806.24
JUNE 21	6/21/2024	RECEIVER GENERAL			
MAY15-31/24		1-2-1000-1047 - CPP PAYABLE	MAY 15 - 31 2024 PAYROL	6,026.44	
		1-2-1000-1048 - EI PAYABLE	MAY 15 - 31 2024 PAYROL	1,915.06	
		1-2-1000-1049 - INCOME TAX F	MAY 15 - 31 2024 PAYROL	8,316.81	16,258.31
MAY15-31/24		1-2-1000-1047 - CPP PAYABLE	MAY 15 - 31/2024 PAYROL	505.34	
		1-2-1000-1048 - EI PAYABLE	MAY 15 - 31/2024 PAYROL	254.45	
		1-2-1000-1049 - INCOME TAX F	MAY 15 - 31/2024 PAYROL	745.22	1,505.01
			Payment Total:		1,505.01
JUNE 21	6/21/2024	ROYAL BANK VISA EFT			
CA4EVONIHBY		1-4-7200-2020 - PARKS - SAFE	AMAZON-SUPPLIES	122.88	122.88
06172024		1-4-2000-1310 - FD - CONFERE	ENERGY SECURITY AGEN	459.10	459.10
100834		1-4-2006-7140 - AHMIC STATIC	RICKWARD'S SMALL MOT	51.49	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.69	57.18
CA435SE5NQG		1-4-2000-2010 - FD - MATERIA	AMAZON-SUPPLIES	99.68	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.00	110.68
CA418DO8LAC		1-4-2000-2010 - FD - MATERIA	SUPPLIES	25.07	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.77	27.84
06062024		1-4-2006-7140 - AHMIC STATIC	MTO - ATV OWNERSHIP	10.00	10.00

Municipality of Magnetawan
List Of Accounts for Approval
Batch: 2024-00075 to 2024-00086

ONLINE BANKING

Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
CA42IDY10PI		1-4-2000-2010 - FD - MATERIA	AMAZON-SUPPLIES	24.41	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.70	27.11
				Payment Total:	691.91
JUNE 21	6/21/2024	ROYAL BANK VISA EFT			
OR04228335		1-4-1200-1310 - ADMIN - CONF	BLUE MOUNTAIN-AMCTO	309.31	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.16	343.47
664824		1-4-1200-1310 - ADMIN - CONF	BLUE MOUNTAIN-AMCTO	7.99	7.99
AAD5AMANAEP		1-4-1200-1310 - ADMIN - CONF	AMCTO CONFERENCE	17.57	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.94	19.51
06142024		1-4-3101-1310 - J - CONFEREN	WORK SITE SAFETY	25.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.80	28.19
3213038		1-4-2600-2015 - REC - EVENTE	AMAZON - CANADA DAY	24.37	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.69	27.06
4401189		1-4-1200-1310 - ADMIN - CONF	BLUE MOUNTAIN-AMCTO	41.22	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.80	45.02
OR04228334		1-4-1200-1310 - ADMIN - CONF	BLUE MOUNTAIN-AMCTO	309.31	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.16	343.47
665298		1-4-1200-1310 - ADMIN - CONF	AMCTO CONFERENCE	10.82	10.82
665187		1-4-1200-1310 - ADMIN - CONF	BLUE MOUNTAIN-AMCTO	9.07	9.07
6075339		1-4-8010-2210 - PLN - LEGAL /	ONLAND - PARCEL REGIS	33.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.62	35.68
7662616		1-4-2600-2010 - REC - MATER	AMAZON-SUPPLIES	31.90	31.90
471852		1-4-1200-1310 - ADMIN - CONF	ACHIEVE-ADMIN TRAININ	314.44	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.73	349.17
1118620805		1-4-1200-8000 - ADMIN - CAPI	COSTCO - SHELVING	813.98	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	89.91	903.89
1713821		1-4-7600-2010 - HERITAGE - R	AMAZON-CURTAIN RODS,	40.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.50	45.19
1116975616		1-4-1200-8000 - ADMIN - CAPI	COSTCO-SHELVING	976.78	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	107.88	1,084.66
1116653043		1-4-1200-2010 - ADMIN - OFFIC	COSTCO - COFFEE	187.96	187.96
3620JUNE24		1-4-4020-2120 - LF - OFFICE	BELL - LANDFILL OFFICE	103.71	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.45	115.16
093452		1-4-3101-1310 - J - CONFEREN	WASTE CONFERENCE	6.67	6.67
019669		1-4-3101-1310 - J - CONFEREN	WASTE CONFERENCE	16.01	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.44	17.45
169624459		1-4-3101-1310 - J - CONFEREN		50.83	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.61	56.44
4142003A		1-4-3101-1310 - J - CONFEREN	HILTON - WASTE CONFEE	406.16	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	44.86	451.02
6074593		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PROPERTY INDE	5.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.56	5.65
6059280		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PLAN	15.18	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	16.30
06102024		1-4-3101-1310 - J - CONFEREN	WASTE CONFERENCE	24.41	24.41
6069803		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PARCEL REGIST	33.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.62	35.68
6059046		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PARCEL REGIST	33.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.62	35.68
6059036		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PROPERTY INDE	5.09	

**Municipality of Magnetawan
List Of Accounts for Approval**
Batch: 2024-00075 to 2024-00086

ONLINE BANKING

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.56	5.65
065734		1-4-3101-1310 - J - CONFEREN	WASTE CONFERENCE	45.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.97	50.00
6069834		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PARCEL REGIST	33.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.62	35.68
6069775		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PLAN	15.18	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	16.30
6069618		1-4-8010-2210 - PLN - LEGAL /	ONLAND - PLAN	15.18	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.12	16.30
6068485		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PARCEL REGIST	33.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.62	35.68
6063556		1-4-8010-2210 - PLN - LEGAL /	ONLAND-INSTRUMENT	3.05	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.34	3.39
6060225		1-4-8010-2210 - PLN - LEGAL /	ONLAND-INSTRUMENT	3.05	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.34	3.39
6060126		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PARCEL REGIST	33.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.62	35.68
6060101		1-4-8010-2210 - PLN - LEGAL /	ONLAND-PROPERTY INDE	5.09	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.56	5.65
043990		1-4-1200-1310 - ADMIN - CONF	BLUE MOUNTAIN-AMCTO	168.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.97	183.71
488352		1-4-1200-1310 - ADMIN - CONF	AMCTO CONFERENCE	212.11	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	19.52	231.63
			Payment Total:		415.34
JUNE 21	6/21/2024	WORKPLACE SAFETY & INSURANCE BOARD - EF			
MAY31/24		1-2-1000-1046 - WSIB PAYABL	MAY 2024 WSIB REMITTA	4,811.03	4,811.03
			Total ONLINE BANKING:		51,610.70
			Total CURR:		386,446.35

Certified July 3, 2024

Mayor

Treasurer

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2024 -

BEING A BY-LAW AUTHORIZING THE EXECUTION OF A 10 YEAR MUNICIPAL FUNDING AGREEMENT WITH THE ASSOCIATION OF THE MUNICIPALITIES OF ONTARIO (AMO) FOR THE FEDERAL FUNDING AGREEMENT ON THE CANADA COMMUNITY – BUILDING FUND (CCBF)

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;

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

1. **THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into the 10 year (2024 – 2034) Municipal Funding Agreement in the form attached hereto as Schedule A and forming part of this By-law; and
2. **THAT** the Mayor and CAO/Clerk are hereby authorized to execute the Agreement on behalf of the Corporation.
3. **THAT** By-law 2014-11 and any other conflicting by-laws be rescinded.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 3rd day of July, 2024

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2024-

Being a By-law to confirm the proceedings of Council July 23, 2024

WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Municipality of Magnetawan deems it desirable to confirm the proceedings of Council and to ratify decisions made at its meeting hereinafter set out;

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

1. Ratification and Confirmation

THAT the action of the Council of the Municipality of Magnetawan at its meeting for the aforementioned date(s) with respect to each motion, resolution and other action passed and taken by this Council at its meetings, except where otherwise required, is hereby adopted, ratified, and confirmed as if such proceedings and actions were expressly adopted and confirmed by its separate By-law.

2. Execution of all Documents

THAT the Mayor of the Council of the Municipality of Magnetawan and the proper officers of the Municipality of Magnetawan are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided, and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents and to affix the Corporate Seal of the Municipality to such documents.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 3rd day of July 2024.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Mayor

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2024-

Being a By-law to amend By-law No. 2001-26, as amended, for the Corporation of the Municipality of Magnetawan with respect to the lands located Plan 253, Part 1 to 3 (CHAPMAN), MAGNETAWAN. (494401000306300). Lorusso.

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 advisable to amend By-law No. 2001-26, as amended, to rezone the subject lands from the Shoreline Residential Zone to the Shoreline Residential Exception Thirty-eight Zone RS-38.

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

1. Schedule 'A-2', to Zoning By-law No. 2001-26 as amended, is further amended with the following provisions applied to lands within the Shoreline Residential Exception Thirty-eight (RS-38) in Parts 1-3 of Plan 253 Geographic Township of Chapman as identified on Schedule 'A':

Size and Location of Buildings and Structures

The size and location of the permitted residential building is indicated on the site plan attached to this By-law. No building or development is permitted beyond that identified on Schedule 'A'

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 3rd day of July 2024.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

**Schedule 'A' to
Zoning By-law Amendment 2024-**



1 SITE PLAN - PROPOSED BUILDINGS
SCALE 1" = 30'