



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

**Wednesday, August 02, 2023**

**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**

- 8 Mayor Chris Hope and Deputy Mayor John Wilson Village of Burk's Falls re: Funding Request
- 39 Ed Kneller - Recycling

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

- 40 2.1 Geotechnical Fee Proposal from Terraspec Engineering, a Subsidiary of Greer Galloway New Fire Hall
- 42 2.2 Report from Public Works Superintendent Scott Edwards, Award Winter Sand Tender RFP 2023-03 Winter Sand
- 43 2.3 Consent Application - Zwierschke - 75 & 85 Audrey Smith Road
- 68 2.4 Consent Application - Cordua - 184 Silver Lake Road
- 106 2.5 DRAFT Limited Services Agreement - Green - 121 Trails End Lane
- 111 2.6 Deeming By-law Request Whiteside/Elen - 283 and 289 Holden Road
- 116 2.7 DRAFT Road Use Agreement Over Unopened Road Allowance - Minklers Lane - Woods Brown /Ross, Bechtel)
- 142 2.8 DRAFT letter supporting Permanent Implementation of the Rural and Northern Immigration Pilot
- 146 2.9 MAHC Hospital Local Share Contribution
- 149 2.10 Municipal Insurance Renewal Proposal for The Corporation of the Municipality of Magnetawan
- 171 2.11 Report from Deputy Clerk Laura Brandt Public Art Ahmic Harbour Community Centre and Magnetawan Fire Station 2
- 174 2.12 DRAFT Control Noise By-law
- 2.13 MMAH Response to the Municipality of Magnetawan's Request to be Removed from the CAPB**

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

- 187 3.1 District of Parry Sound Social Services Administration Board Chief Administrative Officer's Report July 2023
- 214 3.2 Almaguin Highlands Health Centre Minutes July 6, 2023
- 224 3.3 Lakeland Holding Ltd. 2023 Q 2 Shareholder Update

### **CORRESPONDENCE**

- 232 4.1 Municipality of Wawa Maintain Coverage for Chronic Pain Treatments
- 234 4.2 Municipality of Chatham-Kent Support Bill 5
- 236 4.3 Municipality of Chatham-Kent Time for Change Municipal Freedom of Information and Protection of Privacy Act
- 239 4.4 Elgin County Amendment to the Current Regulations for Licensed Home-Based Childcare Operators to Increase Allowable Spaces
- 242 4.5 Fort Erie Controls on Airbnb, VRBO and Others Which Affect Municipal Rentals
- 244 4.6 Unsuccessful Outcome of Canada Summer Jobs Funding
- 245 4.7 Unsuccessful Outcome of Experience Ontario 2023 Program Funding
- 246 4.8 RFP 2023-04 Municipal Rubber Tire Backhoe
- 260 4.9 Seniors Free Dinner and Learn Event Wednesday September 27th Poster
- 261 4.10 Rescheduled Magnetawan Annual Canada Day Fireworks Display Poster
- 262 4.11 Office Closure Civic Holiday Poster
- 263 4.12 Tax Bills By Email Poster
- 264 4.13 ICYMI Council Highlights July 12, 2023

### **ACCOUNTS**

- 265 5.1 Accounts in the amount of \$493,520.32

### **BY-LAWS**

- 278 6.1 Administrative Penalties
- 286 6.2 Limited Services Agreement - Green - 121 Trails End Lane
- 291 6.3 Road Use Agreement Over Unopened Road Allowance - Minklers Lane - Brown/Ross
- 300 6.4 Road Use Agreement Over Unopened Road Allowance - Minklers Lane - Bechtel
- 309 6.5 Road Use Agreement Over Unopened Road Allowance - Minklers Lane - Woods

### **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:

- (c) a proposed or pending acquisition or disposition of land
- (e) litigation or potential litigation

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

- 318 7.1 Confirm the Proceedings of Council and Adjourn



**Municipality of  
Magnetawan**

**COUNCIL MEETING MINUTES**

**July 12, 2023**

**1:00 pm**

The meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre on Wednesday July 12, 2023, with the following present:

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

Staff: CAO/Clerk Kerstin Vroom, Public Works Superintendent Scott Edwards and Deputy Clerk Recreation and Communications Laura Brandt were present for the entire meeting. Chief Building Official Tyler Irwin and Deputy Clerk Planning and Development Erica Kellogg 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 2023-191 Bishop-Hetherington*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the agenda as amended to include as item 2.6 Award Letter of Recommendation D.M. Wills – Orange Valley Bridge.*

*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.

**1.4 Adoption of the Previous Minutes**

*RESOLUTION 2023-192 Kneller-Bishop*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the minutes on June 21, 2023, as copied and circulated.*

*Carried.*

**PRESENTATION**

**Elizabeth White on behalf of the Board of Magnetawan Daycare**

*RESOLUTION 2023-193 Hetherington-Bishop*

WHEREAS the Council of the Municipality of Magnetawan passed motion 2023-41 agreeing in principle to the leasing of the Ahmic Harbour Community Centre for use as a Daycare Centre for a one year lease with possible extension starting early Summer 2023; AND WHEREAS Council passed motion 2023-80 agreeing to take the concerns of the Ahmic Harbour Recreation Committee & Citizens concerns into consideration prior to making a final decision on the leasing of Ahmic Community Centre as a fulltime daycare; NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan thanks Elizabeth White for her deputation on behalf of the Board of Magnetawan Daycare; AND FURTHER the request to lease the Ahmic Harbour Community Centre as a Daycare Centre is approved.

Recorded Vote Called by Sam Dunnett

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

*Carried.*

**STAFF QUARTERLY REPORTS**

- Report from Fire Chief Derek Young**
- Report from By-law Enforcement Officer Jason Newman**
- Report from Chief Building Official Tyler Irwin**
- Report from Public Works Superintendent Scott Edwards**
- Report from Parks and Maintenance Manager Steve Robinson**
- Report from Deputy Clerk Erica Kellogg**
- YTD Budget 2023 from Stephanie Lewin Treasurer**

*RESOLUTION 2023-194 Hind-Hetherington*

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

*Carried.*

**STAFF REPORTS, MOTIONS AND DISCUSSION**

**2.1 DRAFT Appoint Building Official – RSM Building Consultants**

*RESOLUTION 2023-195 Hind-Hetherington*

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the DRAFT Appoint Building Official - RSM Building Consultants as presented and the by-law on this matter will be passed later in the meeting.

*Carried.*



**2.2 DRAFT Consent Agreement – Ferrante – 286 Halls Road**

*RESOLUTION 2023-196 Bishop-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the DRAFT Consent Agreement – Ferrante – 286 Halls Road as presented and the by-law on this matter will be passed later in the meeting.*

*Carried.*

**2.3 MAHC Hospital Local Share Update**

*RESOLUTION 2023-197 Hetherington-Bishop*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence MAHC Hospital Local Share Update for information purposes only.*

*Carried.*

Direction was given to Staff to put this item on the next Council Agenda.

**2.4 Verbal Update and Thank You Letter Habitat for Humanity**

*RESOLUTION 2023-198 Hind-Kneller*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the Verbal Update and Thank You Letter Habitat for Humanity for information only.*

*Carried.*

**2.5 Pinchin Memorandum Surface Water Sample Results, Chapman Drive East Rubbish Site**

*RESOLUTION 2023-199 Kneller-Hind*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the report from Pinchin Ltd. "Surface Water Sample Results, Chapman Drive East Rubbish Site" and as it is Pinchin's opinion that the exceedances from the private sample results received are not conclusively indicative of a surface water impact originating from the waste materials at the former dumping site, and given the small size of the area, the length of time since materials were placed, the reported type of waste and recent capping activities undertaken by the Municipality, it is not likely that the site presents a source for significant contamination; therefore, there will be no further water sampling and/or remedial action taken by the Municipality at this time.*

*Carried.*

**2.6 Award Letter of Recommendation D.M. Wills – Orange Valley Bridge**

*RESOLUTION 2023-200 Bishop-Hetherington*

*WHEREAS the Council of the Municipality of Magnetawan receives the Award letter of Recommendation D.M. Wills – Orange Valley Bridge;*

*AND WHEREAS, Staff has confirmed that the Bid Bond and Agreement to Bond are in place and complete;*

*NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality approves the recommendation of D.M. Wills and awards the tender for the replacement of the Orange Valley Road Bridge Contract No. 2023-02 to McPherson-Andrews Contracting Ltd in the amount of \$541,878.50 plus \$70,444.21 HST for a total contract price of \$612,322.71.*

*Carried.*

### **MUNICIPAL BOARD AND COMMITTEE MINUTES**

- 3.1 **North Bay Parry Sound District Health Unit Board of Health Minutes April 26, 2023**
- 3.2 **Central Almaguin Planning Board Minutes May 3, 2023**
- 3.3 **Almaguin Community Economic Development (ACED) Minutes May 25, 2023**
- 3.4 **District of Parry Sound Social Services Administration Board Chief Administrative Officer's Report June 2023**
- 3.5 **Magnetawan Cemetery Board (MCB) Minutes June 14, 2023**
- 3.6 **Magnetawan Community Centre Board (MCCB) Minutes July 5, 2023**

*RESOLUTION 2023-201 Bishop-Hetherington*

*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 **Amendment to the Vessel Operation Restriction Regulations**
- 4.2 **Ministry of Natural Resources and Forestry Ontario Regulation 161/17 & Ontario Regulation 326/04**
- 4.3 **Correspondence from the Minister of Justice and Attorney General of Canada**
- 4.4 **Correspondence North Bay Parry Sound District Health Unit, Audited Financial Statements & Sch 77 – Health Unit 2022 Magnetawan (online only)**
- 4.5 **Thank You Letter from Jack Crossman Ahmic Lake Road**
- 4.6 **Thank You Letter Almaguin Highlands Secondary School**
- 4.7 **Unsuccessful Outcome of RED Grant Intake #3 Funding**
- 4.8 **Outcome of Boat Launch Education Program July 3, 2023**
- 4.9 **Free Fitness Classes Poster**
- 4.10 **New Aquafit Classes Poster**
- 4.11 **ICYMI Council Highlights June 21, 2023**

*RESOLUTION 2023-202 Hind-Kneller*

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

*Carried.*

### **ACCOUNTS**

- 5.1 **Accounts in the amount of \$719,561.77**

*RESOLUTION 2023-203 Hetherington-Bishop*

*BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$719,561.77 as presented.*

*Carried.*

**BY-LAWS**

- 6.1 Road Fouling
- 6.2 Appoint a Building Official – RSM Building Consultants
- 6.3 Consent Agreement – Ferrante – 286 Halls Road

*RESOLUTION 2023-204 Hind-Hetherington*

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

- 6.1 Road Fouling
- 6.2 Appoint a Building Official – RSM Building Consultants
- 6.3 Consent Agreement – Ferrante – 286 Halls Road

*Carried.*

**CONFIRMING BY-LAW AND ADJOURNMENT**

- 7.1 Confirm the Proceedings of Council and Adjourn

*RESOLUTION 2023-205 Bishop-Hetherington*

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

*AND FURTHER THAT, this meeting is now adjourned at 3:30 pm to meet again on Wednesday August 02, 2023, at 1:00 pm or at the call of the Chair.*

*Carried.*

Approved by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



2023 Budget

**Revenues-Health Centre**

15-540	Health Centre Rental Revenue	190,000
15-543	Health Centre-Donations	500
15-544	Health Centre-Other Revenue	4,513
15-545	Municipal Contributions	30,000
15-546	Physician Recruitment-Municipalities	
<b>Total Revenues-Health Centre</b>		<b>225,013</b>

**Expenditures-Almaguin Highlands Health Centre**

16-5401	Health Centre Wages & Benefits	47,000
16-5402	Hydro	42,300
16-5403	Natural Gas	10,000
16-5404	Fuel Oil	2,200
16-5406	Cleaning Materials	6,000
16-5406-1	Janitorial Contract	31,000
16-5407	Pest Control	950
16-5408	Water & Sewer	2,334
16-5409	Insurance	12,523
16-5410	Muskoka & Area Ontario Health Team	1,000 Healthcare HR Recruiter - 3 year commitment
16-5410	Family Health Team donation	16,123 as per resolution #2022-250 & #2021-145
16-541	Health Centre-Roof over Elevator Shaft	
16-541	Health Centre-Capital-Key System	3,000
16-541	Health Centre-Backflow Preventer	
16-541	Health Centre-Ferrule Tube	1,375 elevator safety
16-5410	Snow Removal	10,000
16-5411	Elevator R&M	4,900
16-5413	Building Maintenance	26,500 includes \$7,500 staff & materials for 2nd floor upgrade
16-5415	Property Taxes	8,100 162 Huston St
16-5416	Miscellaneous	2,000
16-5418	Telephones	3,100
16-542	Health Centre Loan Interest Payments	
16-550	Health Centre Reserve	10,000 Building Reserve
80-110	2B Recovered-Health Centre Loan	loan paid in full in October 2022
<b>Total Expenses-Almaguin Highland Health Centre</b>		<b>240,405</b>

But's Falls portion

**Proposed Deficit  
\$15,392**



The Municipality of the  
**VILLAGE OF BURK'S FALLS**

Moved By: [Signature] Date: August 24, 2021  
Seconded By: [Signature] Resolution # 2021-145

Be it resolved;

WHEREAS the Burk's Falls Family Health Team has provided a Brief to Council on behalf of the RNPGA regarding physician recruitment; and

WHEREAS a new physician is expected to join the Burk's Falls Team in the Fall of 2021; and

WHEREAS renovations to the existing Family Health Team is required to accommodate the additional staff at the approximate cost of \$55,615.09.

NOWTHEREFORE Council for the Village of Burk's Falls hereby confirms a one fifth (1/5) contribution in the amount of \$11,123.00 to ensure the health care services for the region can continue to meet the needs of the residents.

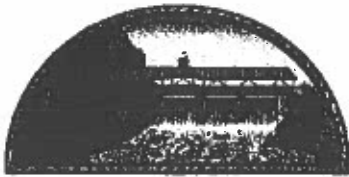
Recorded Vote requested by: \_\_\_\_\_

- Jarvis Osborne for / opposed
- Lisa Morrison for / opposed
- Rex Smith for / opposed
- John Wilson for / opposed
- Cathy Still for / opposed

Carried       Defeated       Deferred

Pecuniary Interest declared by:  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Mayor



The Municipality of the  
**VILLAGE OF BURK'S FALLS**

Moved By: *Don Osborn* Date: July 26<sup>th</sup>, 2022

Seconded By: *[Signature]* Resolution # 2022- 200

Be it resolved;

That the Council for the Village of Burk's Falls hereby supports the Burk's Falls Family Health Team's proposed renovation to their leased space; and

Further that Council commits up to an additional \$5,000 toward the renovation costs.

Recorded Vote requested by: \_\_\_\_\_

Jarvis Osborne	for / opposed
Lisa Morrison	for / opposed
Rex Smith	for / opposed
John Wilson	for / opposed
Cathy Still	for / opposed

✓ Carried	_____ Defeated	_____ Deferred
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Pecuniary Interest declared by:

\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
Mayor

2022 ACTUALS.

Report Date  
6/14/23 12:36 PM

Village of Burk's Falls  
Budgetary Control  
For the Period 1/01/22 - 12/31/22

Account # / Description	Committed	2022 Current	2022 Year to Date	2022 Budget	Variance	%
15-540 - Health Centre Rental Revenue		8,416.41	160,945.30	173,050.00	(12,104.70)	7.0-
15-543 - Health Centre - Donation revenue		1,876.48	1,876.48	500.00	1,376.48	275.3
15-544 - Health Centre-Other Revenues		362.38	4,458.66	4,513.00	(54.34)	1.2-
15-545 - AHHC-Municipal Contributions		2,646.00	45,262.86 <sup>①</sup>	55,000.00	(9,737.14)	17.7-
<b>Revenue Totals:</b>		<b>13,301.27</b>	<b>212,543.30</b>	<b>233,063.00</b>	<b>(20,519.70)</b>	<b>8.8-</b>
16-5401 - AHHC-Wages & Benefits		4,838.47	36,585.49	47,032.00	10,446.51	22.2
16-5402 - AHHC-Hydro			23,656.14	42,300.00	18,643.86	44.1
16-5403 - AHHC-Natural Gas		3,123.97	7,981.08	6,200.00	(1,781.08)	28.7-
16-5406 - AHHC-Cleaning materials		1,138.15	5,674.01	5,000.00	(674.01)	13.5-
16-5406-1 - AHHC-Janitorial Contract		2,471.68	30,344.00	30,000.00	(344.00)	1.2-
16-5407 - AHHC-Pest Control		153.70	901.65	900.00	(1.65)	0.2-
16-5408 - AHHC-Water & Sewer		768.88	2,277.06	3,000.00	722.94	24.1
16-5409 - AHHC-Insurance			9,160.46	9,160.00	(0.46)	
16-541 - Health Centre capital expenditures		6,197.42	10,140.29	28,500.00	18,359.71	64.4
16-5410 - AHHC-Snow Removal		3,657.50	6,432.50	16,000.00	9,567.50	59.8
16-5411 - AHHC-Elevator Repairs & Maintenance		110.27	1,958.10	4,900.00	2,941.90	60.0
16-5413 - AHHC-Building Maintenance		13,631.40	22,902.35	17,700.00	(5,202.35)	29.4-
16-5415 - AHHC-Property taxes			7,752.17	8,100.00	347.83	4.3
16-5416 - AHHC-Miscellaneous				2,000.00	2,000.00	100.0
16-5418 - AHHC-Telephones		64.48	3,003.54	3,000.00	(3.54)	0.1-
16-542 - Health Centre loan interest repayments		(5.46)	327.19	333.00	5.81	1.7
80-110 - To be Recovered (I/S) Health Centre loan		5.46	24,212.82	24,213.00	0.18	
<b>Expense Totals:</b>		<b>36,155.92</b>	<b>193,308.85</b>	<b>248,338.00</b>	<b>55,029.15</b>	<b>22.2</b>
<b>Net Surplus (Deficit):</b>		<b>(22,854.65)</b>	<b>19,234.45</b>	<b>(15,275.00)</b>	<b>34,509.45</b>	<b>225.9</b>

Accounts Printed: 21

Less: 2022 municipal contributions to cover 2021 deficit.

① (45,262.86)  
(26,028.41)

2022 deficit with no municipal contributions = 2022 deficit divided by 10 municipalities

÷ 10  
2,602.85 per municipality



2021 Actuals

Report Date 3/17/22 2:32 PM  
Account # / Description

Village of Burk's Falls  
Budgetary Control  
For the Period 1/01/21 - 12/31/21

	Current	2022	2021	2021	Variance	%
		Year to Date	Budget			
16-640 - Health Centre Rental Revenue	13,972.26	162,531.31	169,300.00		3,231.31	2.0
16-643 - Health Centre - Donation revenue	144.70	144.70	600.00		(355.30)	71.1-
16-644 - Health Centre-Other Revenues	677.00	4,513.32	4,513.00		0.32	
15-546 - AHHC-Municipal Contributions	1,820.43	10,910.43	30,000.00		(19,089.57)	63.8-
<b>Revenue Totals:</b>	<b>18,614.39</b>	<b>178,099.76</b>	<b>194,313.00</b>		<b>(16,213.24)</b>	<b>8.3-</b>
16-5401 - AHHC-Wages & Benefits	3,860.98	31,298.07	35,670.00		4,381.93	12.3
16-5402 - AHHC-Hydro	7,003.60	35,309.66	42,286.00		6,956.35	16.6
16-5403 - AHHC-Natural Gas	2,369.46	6,976.97	6,000.00		(976.97)	19.6-
16-5404 - AHHC-Fuel Oil	1,874.10	1,874.10	4,000.00		2,125.90	53.2
16-5408 - AHHC-Cleaning materials	851.88	4,453.98	5,000.00		548.02	10.9
16-5408-1 - AHHC-Janitorial Contract	5,168.02	27,668.02	27,000.00		(968.02)	2.5-
16-5407 - AHHC-Pest Control	140.00	825.00	800.00		75.00	8.3
16-5408 - AHHC-Water & Sewer	784.82	2,293.83	3,000.00		706.17	23.5
16-5409 - AHHC-Insurance		7,483.64	7,484.00		0.46	
16-541 - Health Centre capital expenditures	3,600.00	14,128.88	20,000.00		5,671.12	28.4
16-5410 - AHHC-Snow Removal	(1,778.32)	4,045.68	18,000.00		11,954.32	74.7
16-5411 - AHHC-Elevator Repairs & Maintenance	14.73	2,843.21	4,000.00		1,156.79	28.9
16-5413 - AHHC-Building Maintenance	1,468.89	12,368.38	17,700.00		5,333.62	30.1
16-5415 - AHHC-Property taxes		8,078.27	7,587.00		(491.27)	6.5-
16-5416 - AHHC-Miscellaneous	(338.81)	60.02	2,000.00		1,939.98	97.0
16-5418 - AHHC-Telephones	246.43	2,935.59	3,000.00		64.41	2.2
16-542 - Health Centre loan interest repayments	271.88	1,172.36	1,171.00		(1.38)	0.1-
80-110 - To be Recovered (1/5) Health Centre loan	2,176.14	28,203.98	28,208.00		2.02	
<b>Expense Totals:</b>	<b>27,802.32</b>	<b>191,007.56</b>	<b>229,984.00</b>		<b>38,976.46</b>	<b>17.0</b>
<b>Net Surplus (Deficit):</b>	<b>(10,987.93)</b>	<b>(12,907.79)</b>	<b>(35,671.00)</b>		<b>22,763.21</b>	<b>63.8</b>

Accounts Printed: 22

Less: 2021 municipal contributions received to cover deficit

① -10,910.43  
23,818.00

2021 Deficit with no municipal contributions = estimated 2022 deficit with no municipal contributions divided by 9 municipalities

2,646.00 per municipality

2020 ACTUALS

Report Date  
2021-04-26 3:06 PM

Village of Burk's Falls  
Budgetary Control  
For the Period 2020-01-01 - 2020-12-31

Account # / Description	Committed	2021 Current	2020 Year to Date	2020 Budget	Variance	%
15-540 - Health Centre Rental Revenue		9,095.52	149,171.62	143,003.00	6,168.62	4.3
15-543 - Health Centre - Donation revenue		685.85	1,145.85	500.00	645.85	129.2
15-544 - Health Centre-Other Revenues		376.11	4,513.32	4,513.00	0.32	
15-545 - AHHC-Municipal Contributions		(4,545.00)	30,392.87 ①	13,635.00	16,757.87	122.9
<b>Revenue Totals:</b>		<b>5,612.48</b>	<b>185,223.66</b>	<b>161,651.00</b>	<b>23,572.66</b>	<b>14.6</b>
16-5401 - AHHC-Wages & Benefits		(12,463.75)	27,075.62	33,933.00	6,857.38	20.2
16-5402 - AHHC-Hydro		10,644.40	37,780.80	42,266.00	4,485.20	10.6
16-5403 - AHHC-Natural Gas		821.80	5,048.32	5,000.00	(48.32)	1.0-
16-5404 - AHHC-Fuel Oil			2,017.24	4,000.00	1,982.76	49.6
16-5406 - AHHC-Cleaning materials		1,066.53	5,621.64	5,000.00	(621.64)	12.4-
16-5406-1 - AHHC-Janitorial Contract		3,500.00	21,153.65	21,440.00	286.35	1.3
16-5407 - AHHC-Pest Control		65.00	843.60	780.00	(63.60)	8.2-
16-5408 - AHHC-Water & Sewer		753.88	2,317.40	3,000.00	682.60	22.8
16-5409 - AHHC-Insurance			7,363.64	7,364.00	0.36	
16-541 - Health Centre capital expenditures		1,144.63	9,239.80	20,000.00	10,760.20	53.8
16-5410 - AHHC-Snow Removal		9,141.18	15,221.18	10,500.00	(4,721.18)	45.0-
16-5411 - AHHC-Elevator Repairs & Maintenance			2,957.38	4,000.00	1,042.62	26.1
16-5413 - AHHC-Building Maintenance		4,142.81	12,437.15	17,700.00	5,262.85	29.7
16-5415 - AHHC-Property taxes			7,344.29	7,402.00	57.71	0.8
16-5416 - AHHC-Miscellaneous		277.12	2,392.12	1,000.00	(1,392.12)	139.2-
16-5418 - AHHC-Telephones		242.48	2,906.15	2,874.00	(32.15)	1.1-
16-542 - Health Centre loan interest repayments		152.46	2,018.97	2,005.00	(13.97)	0.7-
80-110 - To be Recovered (I/S) Health Centre loan		2,292.37	27,357.43	27,371.00	13.57	0.1
<b>Expense Totals:</b>		<b>21,780.91</b>	<b>191,096.38</b>	<b>215,635.00</b>	<b>24,538.62</b>	<b>11.4</b>
<b>Net Surplus (Deficit):</b>		<b>(16,168.43)</b>	<b>(5,872.72)</b>	<b>(53,984.00)</b>	<b>48,111.28</b>	<b>89.1</b>

Less: 2020 municipal contributions to cover deficit

① (30,392.87)

2020 deficit with no municipal contributions = estimated 2021 deficit with no municipal contributions ÷ 11 municipalities

(36,266 -)

÷ 11

3,300 per municipality

Accounts Printed: 22



The Municipality of the  
**VILLAGE OF BURK'S FALLS**

172 Ontario Street • PO Box 160 • Burk's Falls ON P0A 1C0  
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June 14, 2023

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

Re: 2023 Contribution Towards AHHC 2022 Deficit

Dear Ms. Vroom,

As per the Municipality of Magnetawan past support, please find attached an invoice for the annual contribution towards the ongoing operating costs of the Almaguin Highlands Health Centre.

Statistics on the usage of the AHHC by postal code was collected for 2022. Additionally, Muskoka Algonquin Healthcare collected statistics on lab and x-ray usage by municipality. For your interest, please find these statistics on the following page.

Thank you for your continued support of the facility and to healthcare services within the Almaguin Highlands.

Regards,

Tammy Wylie  
Deputy Clerk



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**Almaguin Highlands Health Centre Statistics**

**2022 Usage Statistics**

<b>Municipality</b>	<b>BFFHT- Patient Numbers including OTN</b>
Burk's Falls, Armour and Ryerson	2095
Perry	399
McMurrich/Monteith	196
Magnetawan	307
Kearney	255
Sundridge, Strong, South River, Machar, Joly	1098

**February 1, 2022-December 30, 2022**

<b>Municipality</b>	<b>Lab, X-Ray and Physio Patients</b>
Armour	799
Ryerson	454
Burk's Falls	1079
Sundridge	1087
Joly	275
Strong	972
Perry	457
Kearney	374
Magnetawan	736
McMurrich/Monteith	270



The Health Centre consists of three buildings, a medical building, the Health Centre, and the EMS base. In 2010 MAHC discontinued operating as a hospital in the Almaguin Highlands Health Centre. The Village obtained ownership of the building in 2011. That same year a committee was formed of 12 communities. This committee worked on a formula for contributions towards sharing costs of the building at a one-time contribution in 2011 of \$2.00 per population. Annual contribution requests began in 2019 based on the 2019 deficit. Details regarding the deficit, rentals etc. can be found in the report provided by the Village of Burk's Falls then Clerk Nicky Kunkel, in April of this year.

The committee is now made up of 10 municipalities which form the Almaguin Highlands Health Council.

The below tables outline various contributions municipalities made over the recent years:

**Contributions Towards Ontario Telemedicine Network**

<b>Municipality</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	
Armour	500	500	500	500	500	500	
Burk's Falls		500	500	500	500	500	
Joly		500	500	500	500	500	
Kearney		500	500	500	500	500	
Machar		500	500	500	500	500	
Magnetawan		500	500	0	0	0	
McMurrich	500	0	500	500	500	500	
Perry		500	500	500	500	500	
South River		500	500	500	500	500	
Strong		500	500	500	500	500	
Sundridge		500	500	500	500	500	
Ryerson		500	500	500	500	500	
	1000	5500	6000	5500	5500	5500	29000

\* Based on 2022 Health Council resolution and agreement from contributing municipalities, much of the funds were redirected toward the Burk's Falls Family Health Team OTN renovation which was completed in 2023.

**Contribution Towards Physician Recruitment- 2020**

Municipality	Amount
Armour	\$1,600.00
Burk's Falls	\$1,600.00
Joly	0
Kearney	\$1,500.00
Magnetawan	\$1,600.00
McMurrich Monteith	0
Perry	\$1,600.00
Strong	0
Sundridge	0
Ryerson	\$1,600.00

**Contributions Towards Highland North Physio Rent Start Up- 2022**

Municipality	Amount
Armour	606.81
Burk's Falls	606.81
Joly	606.81
Kearney	606.81
Magnetawan	606.81
McMurrich Monteith	606.81
Perry	606.81
Strong	606.81
Sundridge	606.81
Ryerson	606.81

\* Covered the first 6 months of rent for the practice

**Contributions Towards Dentist Rent Start Up- 2023**

Municipality	Amount
Armour	0
Burk's Falls	\$1,572.47
Kearney	Awaiting a response
Magnetawan	\$1,572.47
McMurrich Monteith	\$1,572.47
Perry	\$1,572.47
Ryerson	\$1,572.47

\* Covering a portion of the first 6 months of rent for the practice divided by the seven closest municipalities

**Contributions Towards the Building Deficit**

<b>Municipality</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Armour		\$3,300	\$2,646	
Joly	\$4,545	\$3,300	0	
Kearney	\$4,545	\$3,300	\$2,646	\$2602.85
Magnetawan	\$4,545	0	0	
McMurrich	\$3,122.87	0	\$2,646	
Perry	\$4,545	\$3,300	\$2,646	\$2602.85
Strong	\$4,545	\$3,300	\$2,646	
Sundridge	\$4,545	\$3,300	\$2,646	\$2602.85
Ryerson	\$4,545	\$3,300	\$2,646	

As previously mentioned, then Clerk Nicky Kunkel attended the Almaguin Highlands Health Council meeting of April 2023 with Mayor Chris Hope. A presentation was provided on the history of the building's ownership, a backgrounder on governance options, current tenants and who they serve, subsidies and rent shortfalls, and options for a go forward plan including the concept of a contribution agreement to provide a more predictable structure to member municipalities. The ask was that member municipalities reviewed the 4 options as outlined in the report and provide their feedback as to which option they were in favor of. From there, the Village would review all option preferences received and propose a plan and corresponding agreement. For the 2022 deficit it was proposed that it would be status quo, split 10 ways based on the 2022 audited deficit.

In reviewing the four options for future contributions, Council for the Municipality of Magnetawan requested further clarification. The questions along with the answers, are addressed below:

1. *What are the future capital projects?* Windows, doors, HVAC upgrades, attic ventilations/second floor renovations, new roof structure on elevator addition.
2. *If municipalities contribute to capital and the building is sold, how would the funds of the sale be distributed to account for other municipalities' investments into the capital?* This would be addressed in a potential contribution agreement.
3. *What are the amounts in Reserves?* \$34,000.00
4. *Where are the proposed budget amounts coming from? And how is the surplus from 2022 being addressed?*

The proposed budget amounts are explained on page 7 of Nicky Kunkel's report- point 3 and Cost Sharing Contribution recommendation 1 (document included).

Line item 15-545 -\$45,262.86 consists of municipal contributions for the 2012 deficit received in 2022. Therefore \$45,262.86 (2021 deficit payments) is deducted from 2022 revenues, resulting in a 2022 deficit of \$26,028.41.



The Municipality of the  
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### 1. *Background*

The Council for the Village of Burk's Falls became the owner of the former Red Cross Hospital in 2011. At that time a Board, The Almaguin Health Centre Board, with Village representatives was set up to begin the process of accepting funds and working to bring health care services back to Almaguin.

The Board set up monthly committee meetings jointly with Almaguin municipal members to assist with the goal to attracting new doctors and health care professionals. In 2011 all municipalities joined in these efforts and passed resolutions of support, forwarding them onto the Northeast Local Health Integration Network and the Ministry of Health.

In 2012 the AHHC Board commissioned a Business Plan, adopted the final document, and sent to the senior levels of government for approvals. This started the process to have a Ministry funded Family Health Team (FHT) set up in the AHHC. Renovations were completed and the FHT and Doctor's Group opened up practice to serve the communities of Armour, Burk's Falls, Magnetawan, Perry and Ryerson. However, there are also patients from all over Almaguin including from McMurrich Monteith and Kearney. The Board, and several individual municipalities, have sent several resolutions of support to have McMurrich Monteith and Kearney added to the catchment area but to date there has been no success at the provincial level.

The 2012 Business Plan informed the AHHC Board that the loss of urgent care is the biggest concern and that the region is being underserved despite the province's statement to the contrary. The residents want a multi-purpose community-based healthcare facility. Providers want coordination of activities among healthcare providers in the region to be better aligned and a more consistent and sustainable funding models. The Business Plan was partially executed due to funding constraints. There were services as indicated then, but none directly supported by the AHHC Board. There are services listed that were to be administered by the Board but they continue to be administered by Muskoka Algonquin Health Care and funded by the Village.

In 2019 the Council for the Village of Burk's Falls began the request to Almaguin municipalities to assist with the costs of operating and upkeep of the Almaguin Highlands Health Centre. The intent as can be derived from the literature back in 2011 indicate that the Health Centre was to be supported with funding from other municipalities. This arrangement was not formalized but in 2011 all municipalities did contribute \$2.00 per person based on the population of the time. Other contributions were received as individual Councils felt necessary. Since 2019, most municipalities have agreed to an annual contribution to share the burden of ensuring health care services are located in Almaguin. However, there is a desire to make the annual request more predictable for all parties.

The Village of Burk's Falls wants to formalize a long term plan for the building to create a truly sustainable community health hub for all of Almaguin. There are health providers in other communities and yet the residents in the region continue to feel underserved. A formal path needs to be set to achieve the long term goals. However, the ratepayers of the Village cannot afford to be solely responsible for this initiative.

The following will summarize the options that the Council for the Village of Burk's Falls has contemplated to provide all Almaguin Highland Health Center municipal members a better understanding and a more structured way forward.



Governance Options Considered

1. Keep the status quo, send request as annual invoices based on previous year's deficit
2. Sell the building through the competitive market
3. Create a stand alone incorporated Board
4. The Village continues to manage with the assistance of a AHHC Board

2. Important to Know

- A. The Village's budget for the property includes the combined revenue and expenses for all the buildings/services including the Medical Building, the EMS Base, and the Health Centre.
- B. The AHHC building has been deemed a capital facility and as such the Village doesn't collect or charge taxes for the property. The medical building does not qualify as a capital facility.
- C. The Almaguin Highlands Health Centre is a commercial building with tenants who provide health and social related services to the region. Neither, the Village, nor the Health Council, directly offers any service from the building. The Village does manage it as a landlord and promotes any vacancies to extend health related services offered to Almaguin. The success is that many other health service providers seeking new locations see the merit in having the health hub as well.

Figure 1: Services on property listed by serviced areas.

AHHC Services	Value of Rent (see legend)	Beneficiary Regional	Beneficiary Catchment	Beneficiary ARBF
X-Ray / ECG	N	x		
Laboratory	N	x		
Physiotherapy (MAHC)	N	x		
CMHAC	M	x		
NBPS Health Unit	M/Donation	x		
Foot Care (In Physio m)	N	x		
Diabetes Education	N	x		
OTN	N	x		
The Friends	M	x		
AI-Non	S	x		
Emotions Anonymous	S	x		
Sexual Assault	S	x		
Medical Supply Depot	M	x		
Frozen Meals Program	S	x		
BF Family Health Team	S		x	
Drs. Family Health Team	S		x	
Food Bank	S	x		
Board Room	M	x		
<b>Medical Building Services</b>				
Children's Aid Society	M	x		
Medical Accessible Transportation	M	x		
Fire Department	S			x
Arnica (Pharmacy)	M		x	
Highlands North Physio	M	x		
<b>vacant</b>				
med bldg. top right back	M			
med bldg. lower front right	M			
<b>EMS Building</b>	S	x		

Legend Value of Rent: N=No rent paid; M=Market rent paid; S=subsidized rental fees

Regional: All Almaguin Municipalities

Catchment: Townships of Ryerson, Armour, McMurrich Monteith, Kearney, Perry, Municipality of Magnetawan, Village of Burk's Falls

ARBF: Townships of Armour and Ryerson and Village of Burk's Falls

While the Community Care Access and the Health Unit no longer have physical locations, they do continue to offer their services to the region. Services are now performed in the clients home and when needed the Boardroom at the AHHC is booked.

- D. The Almaguin Highlands Health Council and the Village have conducted several surveys with Almaguin residents over the past 4 years for a variety of reasons. These recent surveys indicate, Almaguin wide, health care remains top of mind and access to services is the number one priority. Access may mean the type of service, transportation to the service and the affordability of the service. In Almaguin there is still a waitlist for a family doctor. However, the Ministry of Health has concluded for our population there are adequate doctors. Other health services requested from the survey results:
- a. Doctor/Nurse Practitioner
  - b. Dentist
  - c. Urgent Care
  - d. Optometrist
  - e. Mental Health Services
- E. The Council for the Village of Burk's Falls wants to re-establish the charitable organization, the AHH Center Board, to function as a fundraising organization to support the building infrastructure so that services continue to want to be located within the Health Hub. Capital on the building has been focused on the Family Health Team needs with over \$400,000 being contributed to renovations since 2011 and in recent years. There is another ask (2022) from the FHT for further renovations that was sent to all catchment municipalities, and most have agreed to cover these expenses. The OTN will be moving down as well into a larger area and the Health Council has agreed to use some of the funds collected to support OTN equipment upgrades. The funds are going directly to the FHT so they can relocate to the lower east level (former LHIN space). The charitable organization, to be reorganized, will act as the agent for donations and possibly into the future as an Administrator for the Health Hub, connecting services to available spaces and vice versa. Currently, there is no funding for this position.
- F. There is a lot of history over the last 12 years of operating the Almaguin Highlands Health Centre. Services have come and gone, new ones have arrived and some have stayed the course. There have been many stakeholders and passionate councillors who have worked to make this Health Hub a sustainable reality. Appendices to this report are:
- a. Resolution copy from Almaguin Communities to support the takeover of the Health Centre to the Ministry and NE LHIN. (2011)
  - b. Business Plan for AHHC Community-Based Healthcare in Almaguin (2012)
  - c. 2019 Request from Village for support
  - d. 2022 Update on AHHC and Village's request for support
  - e. 2020 Almaguin Highlands Primary Health Care Survey Results
  - f. 2020 Almaguin Community Safety and Well Being Plan Survey – relevant results
  - g. Breakdown of Revenue and Expenses from 2011 to 2023 (budget) for AHHC
  - h. Summary reports from Engineer Study of AHHC in 2022 (mechanical condition assessment)
  - i. 10 Year Capital Items
- G. When MAHC ceased management of the building as a hospital to manage their deficit they entered into an agreement with the Village that they would continue their services (x-ray, Lab, post op physiotherapy) to the region as long as they did not have to pay rent. There is no end date to this contract and it remains valid.

- H. The Almaguin Highlands Health Center has several services within the building that have, and demand, subsidized or no-rent agreements. These services are important to the region and are needed to keep the communities and residents healthy. However, this creates a shortfall for operations which then provides very low funds for capital improvements. The upkeep of the building has fallen only to the residents of the Village solely, until 2019 when municipalities did begin to contribute. This is welcomed relief as the services benefit more than Village residents and it now allows the Village to plan for much needed improvements. A predictable and formal contribution agreement is needed to solve the problems of these rental shortfalls. This report is intended to provide options and recommendation on how to achieve that outcome.

### 3. *The Governance Options Explained*

1. Keep the status quo, send request as annual invoices to member municipalities based on immediate previous year's shortfall.
  - a. Village seeks services and promotes the rental of empty units
  - b. Village enters into all tenant leases
  - c. Village manages all building operating services as landlord
  - d. Village plans and manages all capital improvements – which up to now have been mainly for the FHT and now the 2<sup>nd</sup> floor is a priority for 2023
  - e. Village holds all service contracts, fire, alarms, yard maintenance, snow removal, custodial services
  - f. Pros – ensure services provided, non-profit service groups use at low cost, attractive for local and regional economic development
  - g. Cons – recurring funding shortfalls paid by BF ratepayers, MAHC agreement at no rent, age of building, amount of resources to administer
2. Sell the building through the competitive market  
Council has considered this option and while it is not off the table, it is not the preferred option. When looking strictly from a business angle, this building is not self-supporting, and it is not the Village's intent to have taxpayers fund rental properties. However, the importance of having control over the services within the building is not lost on Council. Local health care services are vital to attracting new residents. While it is not the mandate of municipal governments, without the support and promotion by municipalities the existing services may not have located in the region.
3. Create a stand alone incorporated Board
  - a. Sell shares of the building to member municipalities and/or stakeholders
  - b. Board makes all decisions; member groups cover all costs of operating and capital as the Board deems necessary (Like a library)
  - c. Board has own staff (Executive Director) to manage the facility and ensure it reaches capacity with health care services
  - d. Pros: There is no direct deficit to the Village's ratepayers, more decision makers for the building,
  - e. Cons: restricted say on tenants/services to be available, Board negotiates with tenant for lease if too much/full cost recovery, no services are located here
4. The Village continues to manage with the formal assistance of member municipalities
  - a. All AHHC Council member municipalities enter into a contribution agreement to cover approved budgeted costs at a fixed percentage with 5-year review intervals.
  - b. The Village continues to oversee operations of the building, as is Option #1
  - c. The Village continues to hire staff 3 days a week to manage facility (current Admin Assist)

**Governance Recommendation**

Option #4 (four) is the preferred option. This would continue to be in conjunction with the Village’s establishment of the Foundation for the Health Centre to assist in raising funds for capital improvements. The Almaguin Highland Health Council has adopted new terms of reference that removes the building from their mandate and focuses on health care services being provided throughout Almaguin. However, we have seen the success of attracting services to health hubs, especially when they align. For example, a doctor’s office with walk-in lab and x-ray services in the same building. As seen from *Figure 1* on services offered, many of the services currently in the building benefit more than one municipality.

With this option, the largest issue will be the factors for cost sharing. As expected, there is always the concern that one municipality will be off setting costs for a building owned by another. In this case, the cost recovery should be viewed more as covering the cost for services that collectively don’t pay enough rent to offset the cost of their space. Many services are subsidized, in fact the most used services are either not paying rent (through service agreement) or have a reduced rental rate. When reviewing *Figure 1* compared to subsidy amounts with *Figure 2* for Subsidy rents by tenant, below, for health care services there is an annual rental subsidy of \$40,974.20. That consists of support group charges, Muskoka Algonquin Health Care services, the Ontario Telemedicine Network and the two groups that make up the Burk’s Falls and Area Family Health Team.

*Figure 2: Subsidized rents rates by tenant*

AH Health Centre Subsidy for Services		Per municipality
<b>1. All Almaguin Municipalities (10 communities)</b>		
Support Groups	900	
MAHC (lab,xray,physio)	31,816	
OTN	3075	
Total for services for 10 municipalities serviced	\$ 35,791.00	\$3,579.10
<b>2. Catchment</b>		
BF, Armour, Ryerson, Perry, Magnetawan Kearney, McMurrich Monteith (7 communities)		
Family Physicians	\$ 5,183.20	\$740.46
<b>Total subsidy @ AHHC Services/Yr.</b>	<b>\$ 40,974.20</b>	<b>\$3,619.56</b>
Additional subsidy for Food Bank/yr.	\$20,336.90	
vacant space is we are currently in discussions	\$19,577.50	
<b>Total rent shortfall</b>	<b>\$80,888.60</b>	

The Food Bank is a regional service as well and they do receive a discount on the fair market rental rate as their space is large and offers a valuable service to the vulnerable population. The Fire Department has an office within the medical building and upon renewal the rates can be expected to increase as well. There are two units vacant or underutilized since 2022 but the Village is in discussion with a health provider and it does look promising. If it is not successful, the Village will market the spaces again in the summer of 2023.

4. *Cost Sharing Contribution Options*

In reviewing the possible cost factors for the contribution agreement to implement the governance recommendation No. 4, the Village has considered:

1. Covering subsidy for services plus 50% for capital to attract new services. The second story will be refreshed in 2023 and several units will be marketed for rent to health providers. As much of the capital has been focused on the Family Health Team the rest of the building is in need of urgent cosmetic care. The engineering reports and 10-year capital list will also require \$600,000 in capital improvements over the next few years. The Village is applying for grants to assist with these costs.

Annual subsidy based on services (Figure 2)	\$ 40,974.20
Additional 50% Capital improvements	\$ 20,487.00
	\$ 61,461.20
Divided by 10 municipalities / per year	\$ 6,146.10

2. Basing cost sharing on usage for services. The Village has been requesting the service providers that receive discounted rental rates to track usage for the past several years. The summary is below. The chart takes into account the average percentage of all usage plus the population, as health care is a people centered service, and calculates the portion of the 12-year average deficit. The concern with usage is that it is not reliable and often clients don't know which municipality they "live" in even when asked for postal codes and those giving the questionnaire do not know the street names or boundaries of the communities. Additionally, service providers have shared being very busy so they are doing their best to record the information correctly. Client information is also protected under freedom of information rules and addresses cannot be recorded for these purposes.

Figure 3: Use of services by community

Statistics on Usage @ AHHC											
# of Benefiting Communities Service Provided	10		10		7		Population			Average %	Average deficit
	OTN pre-2019	%	MAHC Services 2021	%	BFFHT 2020	%		%			
Burk's Falls/Armour/Ryerson*	234	15.54			1709	0.44				0.00	\$ 60,069.30
Armour	22	1.46	389	11.57			1459	11.92	10.67	11.20	6727.76
Burk's Falls			760	22.60			957	7.82	12.42	12.95	7778.97
Kearney	26	1.73	175	5.20	236	6.06	974	7.96	5.00	5.53	\$ 3,321.83
Magnetawan	47	3.12	338	10.05	275	7.06	1753	14.32	8.25	8.78	\$ 5,274.08
McMurrich	28	1.86	156	4.64	178	4.57	907	7.41	4.75	5.28	\$ 3,171.66
Perry	37	2.46	270	8.03	485	12.45	2650	21.65	10.50	11.03	\$ 6,625.64
Ryerson			171	5.08			745	6.09	7.67	8.20	\$ 4,925.68
Strong			322	9.57			1566	12.79	11.33	11.86	\$ 7,124.22
Sundridge			712	21.17			938	7.66	15.08	15.61	\$ 9,376.82
Strong/Sundridge/Joly*	1112	73.84		0.00	1013	26.00			0.00	0.53	\$ -
Joly			70	2.08			293	2.39	9.08	9.61	\$ 5,772.66
<b>totals</b>	<b>1506</b>	<b>100%</b>	<b>3363</b>		<b>3896</b>		<b>12242</b>		<b>94.75</b>	<b>100.58</b>	

\*Note: some services collected use based on Postal

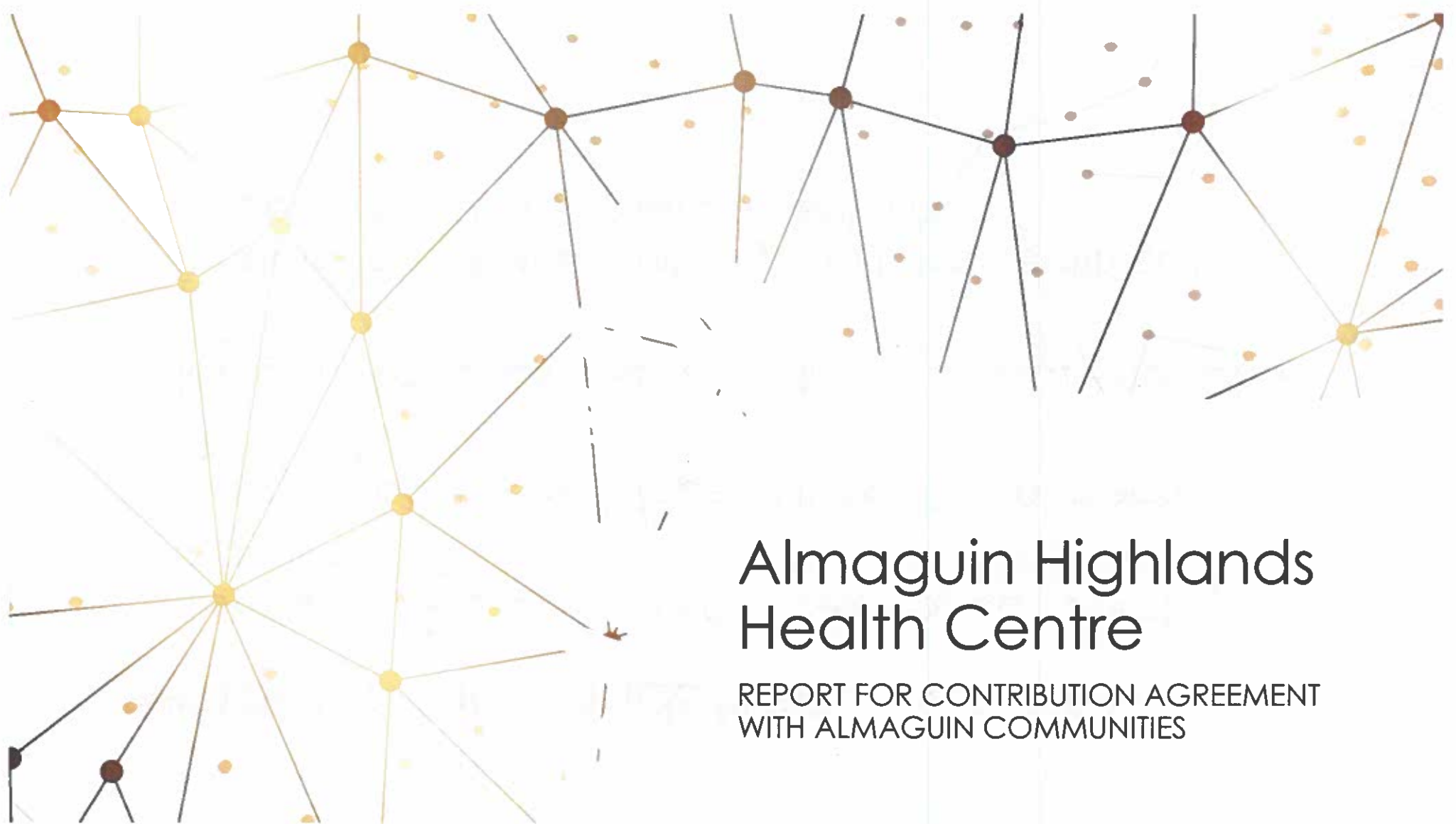
- Covering the average 10-year deficiency evenly across all 10 municipalities. In reviewing the deficiency since 2011/2012 the average deficit for operating and capital has been \$60,069. Currently, the annual invoices are sent out based on the previous year's deficit divided among those municipalities who contribute to off setting health care services. The cost for each municipality under this system is \$6,007.00 per year.
- Population based: In reviewing the history of the Health Centre in 2011 each of the 12 Almaguin Municipalities paid \$2.00 per capita to the AHHC Board to kick start their accounts. It is logical to assume population could be a cost factor long term since healthcare services are people centric. *Figure 4* below breaks down the cost sharing by population per community. As well the last two columns calculate contributions based on per capita. Neither the 2011 contribution of \$2.00 per person, nor a \$4.00 per capita would cover the average annual deficit.

Figure 4: Population cost base by community

2021 Census Municipality	Population				
			\$60,000	\$2.00	\$4.00
Armour	1,459	0.10	6,116.55	2918	5836
Burk's Falls	957	0.07	4,012.02	1914	3828
Ryerson	745	0.05	3,123.25	1490	2980
Joly	293	0.02	1,228.34	586	1172
Kearney	974	0.07	4,083.29	1948	3896
Perry	2,650	0.19	11,109.56	5300	10600
Strong	1,566	0.11	6,565.12	3132	6264
Sundridge	938	0.07	3,932.36	1876	3752
Magnetawan	1,753	0.12	7,349.08	3506	7012
Machar	969	0.07	4,062.33		0
McMurrich Monteith	907	0.06	3,802.40	1814	3628
South River	1,101	0.08	4,615.71		0
	14,312	1		\$ 24,484.00	\$ 48,968.00

#### Cost Sharing Contribution Recommendation

- It is recommended to use the cost sharing based on actual shortfalls from the previous ten years, Option 3 above. In reviewing the deficiency since 2011/2012 the average deficit for operating and capital has been \$60,069. Currently, the annual invoices are sent out based on the previous year's deficit divided among those municipalities who contribute to off setting health care services. The cost for each municipality under this system is \$6,007.00 per year.



# Almaguin Highlands Health Centre

REPORT FOR CONTRIBUTION AGREEMENT  
WITH ALMAGUIN COMMUNITIES

# Almaguin Highlands Health Centre

- Muskoka Algonquin Health Centre stopped operating as a hospital in 2010
- Reverted back to the Village of Burk's Falls ownership in 2011
- Almaguin Highlands Health Centre Board was established in 2011 –
- Mandate to look after building and bring health care services to building – create a health hub



# Almaguin Highlands Health Centre

- 2011 Committee of 12 communities set up to implement
- Committee worked on formula for contributions in sharing costs – one time contribution based on \$2.00 per population
- Committee is now 10 municipalities
- Annual contributions began in 2019 based on previous year's deficit

# Almaguin Highlands Health Centre

## AHHC

- Renovated for Family Health Team x2
- MAHC retained physio, x-ray and lab
- LHIN / CCAC
- Support groups
- Mental Health
- Diabetes
- Foodbank

# Almaguin Highlands Health Centre

3 buildings

AHHC, Medical,  
and EMS

See Figure 1  
of Report

Serviced area /  
rental rate (page 2)

	Value of Rent (see legend)	Beneficiary Regional	Beneficiary Catchment	Beneficiary ARBF
AHHC Services				
X-Ray / ECG	N	x		
Laboratory	N	x		
Physiotherapy (MAHC)	N	x		
CMHAC	M	x		
NBPS Health Unit	M/Donation	x		
Foot Care (In Physio rm)	N	x		
Diabetes Education	N	x		
OTN	N	x		
The Friends	M	x		
Al-Non	S	x		
Emotions Anonymous	S	x		
Sexual Assault	S	x		
Medical Supply Depot	M	x		
Frozen Meals Program	S	x		
BF Family Health Team	S		x	
Drs. Family Health Team	S		x	
Food Bank	S	x		
Board Room	M	x		
Medical Building Services				
Children's Aid Society	M	x		
Medical Accessible Transportation	M	x		
Fire Department	S			x
Arnica (Pharmacy)	M		x	
Highlands North Physio	M	x		
vacant				
med bldg. top right back	M			
med bldg. lower front right	M			
EMS Building	S	x		

# Almaguin Highlands Health Centre

- The Village of Burk's Falls ratepayers have covered all operating and capital expenses for the building
- It is a health hub and as such the services are a priority for Almaguin communities and an economic attraction
- In order to have the services, many provincially funded rents are subsidized or rent free
- Statistics on usage (figure 3) show that all of Almaguin residents use the facility, especially rent free services (lab, x-ray, post physio)

# Almaguin Highlands Health Centre

The Village statement:

The rents at the AHHC do not cover the expenses. While most municipalities have been contributing annually since 2019 the annual amount is not know until the current budget year.

All parties want a predicable, budgeted amount annually.

# Almaguin Highlands Health Centre

## Governance Options Considered

1. Keep the status quo, send request as annual invoices based on previous year's deficit
2. Sell the building through the competitive market
3. Create a stand alone incorporated Board
4. The Village continues to manage with the assistance of a AHHC Board

Explained in section 3 of report

# Almaguin Highlands Health Centre

Recommended option for your consideration: Option #4

1. The Village continues to manage with the formal assistance of member municipalities
  - a. All AHHC Council member municipalities enter into a contribution agreement to cover approved budgeted costs at a fixed percentage with 5-year review intervals.
  - b. The Village continues to oversee operations of the building, as is Option #1
  - c. The Village continues to hire staff 3 days a week to manage facility (current Admin Assist)

# Almaguin Highlands Health Centre

Contribution Agreement cost sharing formulas considered:

1. Covering subsidy for services plus 50% for capital to attract new services.
2. Basing cost sharing on usage for services.
3. Covering the average 10-year deficiency evenly across all 10 municipalities.
4. Population based



# Almaguin Highlands Health Centre

Contribution Agreement formula recommended: Option #3

- Deficiency since 2011/2012 the average deficit for operating and capital has been \$60,069.
- With 10 contributing municipalities the annual cost for the first agreement would equal \$6,007.00

# Almaguin Highlands Health Centre

Next steps:

- a. Provide report and appendices to 10 municipalities by email
- b. Each Council table to discuss recommendations for approval of formula for contribution agreement
- c. Each Council forward resolution to Village of Burk's Falls
- d. Create a formal, predictable, contribution agreement to begin for Jan. 1, 2024

\*2023 invoices will be sent based on 2022 deficit



**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: WHEN AVAILABLE (subject to availability)

SUBJECT: RECYCLING AT MAGNETAWAN LANDFILL

NAME: ED KNELLER

ADDRESS: 485 DEER RUN ROAD

BOX 126

MAGNETAWAN ONT P0A1P0

PHONE: HOME: 705-387-4923 BUSINESS: —

EMAIL ADDRESS: —

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

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

LACK OF RECYCLING.

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

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.

# terraspec engineering inc.

geotechnical engineers and materials testing

973 Crawford Drive  
Peterborough, Ontario  
K9J 3X1

Phone: (705) 743-7880  
Fax: (705) 743-9592

July 18, 2023

Municipality of Magnetawan  
c/o Kerstin Vroom  
4304 Hwy #520, P.O. Box 70  
Magnetawan, Ontario  
P0A 1P0

**Re: Geotech Report for New Magnetawan Fire Hall**

Our approach and methodology for providing a Geotechnical Investigation and Report for this project is as follows.

We will obtain utility locates and ensure suitable clearance to structures and utilities prior to conducting intrusive investigation at the work site.

The geology of the site will be determined by placing test holes. It is expected that a minimum of five test holes will be necessary. Soil densities will be measured on site using a selection of techniques such as penetration tests or the field-vane cohesion test.

A number of soil samples will be collected during drilling for visual soils classification as well as laboratory analysis of soil properties.

A geotechnical foundation report signed by our professional engineer will be provided, highlighting the following information:

- General outline of the investigative procedures
- Summary analysis of the encountered subsoil and groundwater conditions
- Tabulated and graphical profile of test hole locations and test hole log data
- Laboratory test data, including selected moisture contents and grain size analyses of subsoils as per the ASTM Unified Soils Classification system
- Engineering recommendations regarding the following:
  - soil conditions, subsoil types, and expected stability as per Occupational Health and Safety regulations
  - depth of frost penetration and frost protection measures
  - suitability of the site for placement of new foundation structures

- suggested foundation type and depth
- potential construction methods and issues, with respect to the techniques required for excavation and dewatering at the site, and the installation of a suitable foundation structure
- bearing capacities at ultimate and serviceability limit states, for soil and/or rock
- back fill options using native or engineered soil materials
- methods of compaction and compaction requirements
- erosion control measures for embankments
- state of the art AASHTO pavement design for pavement structures, including granular base and subbase depths, and requirements for new hot mix or surface treatment

Our total expected cost is:

\$10,684., plus HST.

**TERRASPEC ENGINEERING INC.  
GEOTECHNICAL ENGINEERS**



Shane Galloway, B.A.  
Manager



## REPORT TO COUNCIL

To:	Mayor and Council
From:	Public Works Superintendent
Date of Meeting:	August 2 <sup>nd</sup> 2023
Report Title:	Award Winter Sand Tender RFP 2023-03 Winter Sand

**Recommendation:** THAT Council receives and approves this report as presented and moves forward with the motion to award Miron Topsoil Ltd with the Winter Sand Contract for the 2023/24 season in the amount of \$77,990 plus HST.

**Background:** Last year we only received 1 bid for the Winter Sand contract and this year we received 3 which is a good sign of companies getting up and running again and being competitive.

**Evaluation:** After going out to inspect the Winter Sand at both Carr Aggregates and Miron, both were found to be of good material. However for winter restocking, Carr Aggregates would have to make other arrangement as not open during the winter months. This could be an issue as opposed to Miron Topsoil Ltd who is open year-round.

### Financial Implications:

Miron Topsoil Ltd Estimated cost no HST	\$77,990
Carr Aggregates Estimated cost no HST	\$82,280
Fowlers Construction Ltd Estimated cost no HST	\$102,465
Winter Sand Budgeted	\$98,000

**Conclusion:** In taking into consideration the of the needs of the Municipality of Magnetawan for the 2022/23 Winter Season and based on past performance the Public Works Superintendent recommends the Award of Tender to Miron Topsoil Ltd. in the amount of \$77,990 plus HST to ensure we have the Winter Sand for the 2023/24 winter season.

Respectfully Submitted,

Scott Edwards  
Public Works Superintendent



**RESOLUTION NO. 2023 -**

**August 2, 2023**

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

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

**WHEREAS** the Municipality of Magnetawan has received a request to support an application for consent for a boundary line adjustment located at 75 and 85 Audrey Smith Road Magnetawan which is a municipally maintained public road, (Zwierschke 4944 010 00146600). The property is legally described as CON 4, PART LOT 27 & 28 Part 1 and M230 Lots 1 & 2 PLC 13484SS Township of Chapman hereinafter referred to as "the Lands";

**WHEREAS** the Municipal planning consultant has provided a report on the application with conditions; **NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan supports in principle the consent application for the Lands, which is valid only for a period of six (6) months; subject to the following conditions:

- That the foregoing conditions be fulfilled within two years of the notice of decision of the Planning Board;
- Draft Reference Plan to be approved by the Municipality prior to registration;
- Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;
- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
- A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;
- Payment of all taxes, municipal legal fees, planning fees, all fees as per the current Fees and Charges By-law and all other fees associated with the processing of this application;
- That the Applicant apply for and be approved for a Minor Variance to recognize the existing lot deficiencies to bring the proposed Retained Lot into compliance with the Zoning By-law.

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

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

Sam Dunnett, Mayor

## THE MUNICIPALITY OF MAGNETAWAN

### **PLANNING REPORT**

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

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

DATE: July 12, 2023

SUBJECT: Consent Application – Plan M230 Lots 1 & 2 PCL 11172SS, Concession  
4, Part Lots 27 & 28, Plan PSR-593 Part 1 REM PCL 10917  
75 & 85 Audrey Smith Road, Robert & Janet Zwierschke  
Roll Nos: 494401000138800 & 494401000146600

---

### **Recommendation:**

That the Council for the Municipality of Magnetawan provide comments to the Planning Board in regards to the proposed Consent Application pertaining to 75 & 85 Audrey Smith Road by recommending that the Consent Application for a boundary adjustment be approved, subject to the following conditions of provisional consent:

1. That the Applicant meet all financial requirements of the Municipality;
2. That a registrable description of the proposed reconfigured lots be submitted to the Municipality;
3. That a draft survey of the subject properties be provided to the Municipality for review and approval;
4. That the applicant obtain final approval of all necessary Minor Variances to the satisfaction of the Municipality;
5. That the foregoing conditions be fulfilled within two years of the date of the notice of the decision of the Planning Board.

### **Proposal / Background**

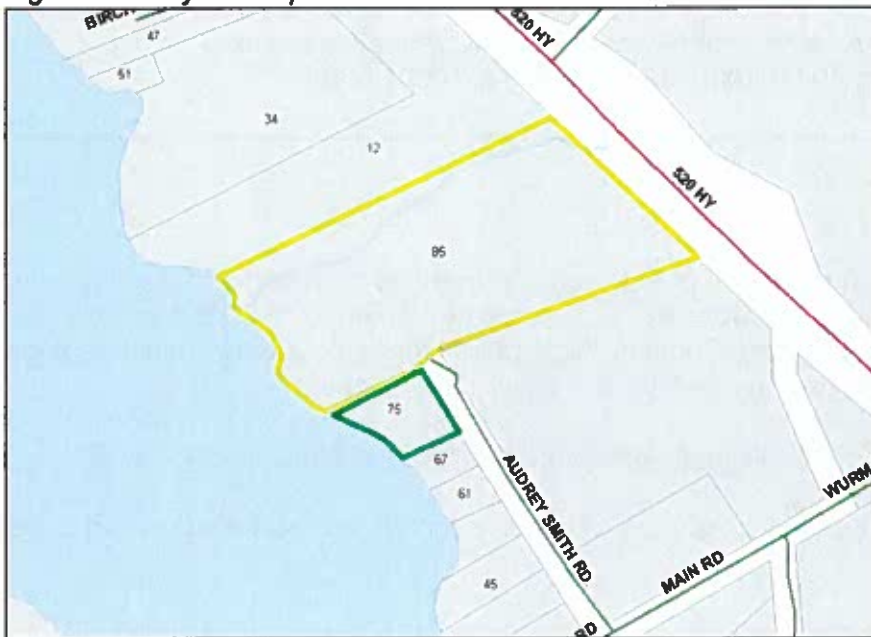
Property owners Robert and Janet Zwierschke have submitted a consent application to adjust the lot boundaries of the properties located at 75 & 85 Audrey Smith Road. The application proposes to sever and convey a portion of land from the subject property at 75 Audrey Smith Road (Retained Lot) and add it to the property located to the north, known as 85 Audrey Smith Road (Beneficiary Lot). The purpose of the proposed



boundary adjustment is to increase the lot area and frontage of 85 Audrey Smith Road in order to permit a larger developable area for a boathouse outside of the area zoned Environmental Protection along the shoreline. At this time, no site plan for this development has been provided to detail the location, size or siting of the boathouse. There are no new buildings or structures proposed as part of the application. The proposed Retained and Beneficiary Lots are to continue to be accessed via Audrey Smith Road.

The subject properties are each developed with a dwelling and the proposed lots are intended to continue to be used for seasonal residential purposes. The location of the subject properties is shown in Figure 1.

*Figure 1: Subject Properties*



The Retained Lot (75 Audrey Smith Road) has a lot area of approximately 2,857 square metres (0.28 hectares) with approximately 61 metres of lot frontage on Lake Cecebe. The Beneficiary Lot has a lot area of approximately 42,630 square metres (4.263 hectares) with approximately 143 metres of lot frontage on Lake Cecebe. Both properties are designated Shoreline and are partially within the Aggregate and Mineral Resources overlay in the Municipality's Official Plan. The property located at 85 Audry Smith Road contains an area of mapped fish habitat along a portion of the shoreline. The Retained Lot is zoned Shoreline Residential (RS), and the Beneficiary Lot is zoned Shoreline Residential (RS) and Environmental Protection (EP) in the Municipality's Zoning By-law.

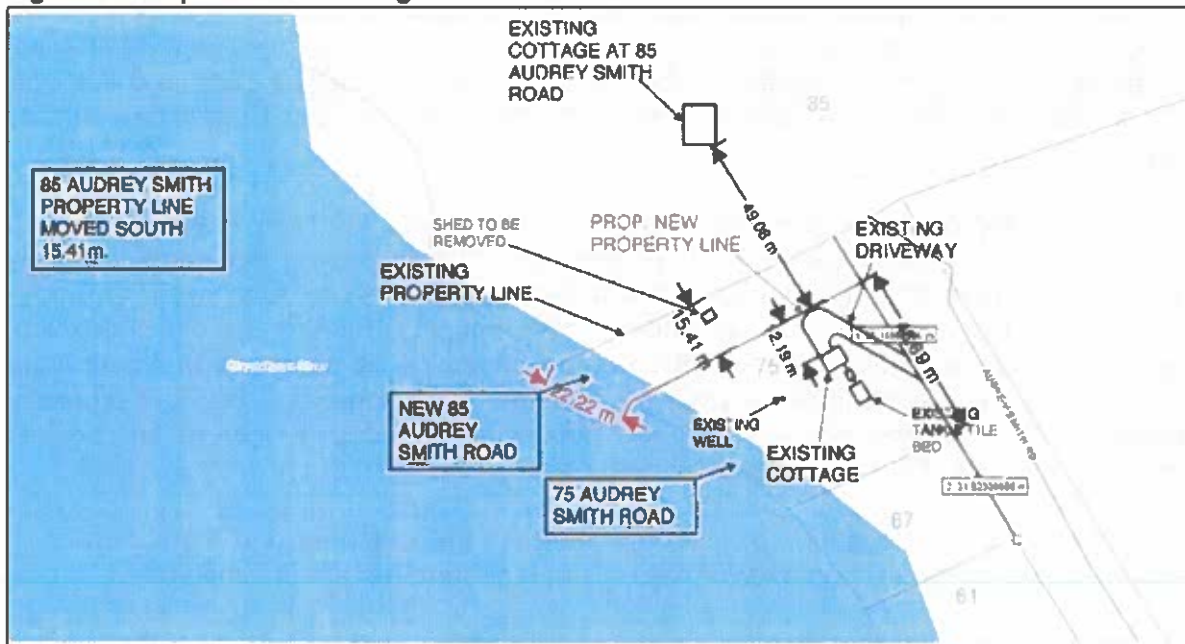
Table 1 identifies the proposed lot frontage, lot area and proposed uses of the Beneficiary Lot and Retained Lot. These measurements are based on the drawing submitted with the Consent application.

*Table 1: Proposal Summary*

Lot	Area	Lot Frontage	Proposed Use
<b>Retained Lot</b>	3,103 square metres (0.3 hectares)	50.9 metres	Seasonal Dwelling (existing)
<b>Beneficiary Lot</b>	42,4270 square metres (4.2 hectares)	187.2 metres	Seasonal Dwelling (existing)

The proposed lot configuration provided by the Applicant is shown in Figure 2.

*Figure 2: Proposed Lot Configuration*



**Area Context**

- North:** Shoreline Residential properties fronting onto Lake Cecebe
- East:** Residential properties, Highway 520
- South:** Shoreline Residential properties fronting onto Lake Cecebe
- West:** Lake Cecebe

## **Policy Analysis**

### **Provincial Policy Statement**

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

The Subject Property is located outside of the Magnetawan Village Settlement Area and is considered to be Rural Lands. The PPS, specifically Section 1.1.5.2, recognizes resource-based recreational uses, (including recreational dwellings) and residential development, including lot creation, which is locally appropriate, as permitted uses on rural lands. The existing residential uses on the Retained Lot and Beneficiary Lot are permitted uses.

Section 1.6.6.4 provides policies that apply to development on individual well and septic. It states that individual on-site sewage services and individual on-site water services may be used for a new development provided that site conditions are suitable for the long-term provision of such services with no negative impacts. Section 1.6.6.6 states that planning authorities may allow for lot creation, based on confirmation that adequate servicing can be accommodated. Both the Retained and Beneficiary lots are currently serviced with dwellings that are serviced by private services and there are no lots proposed as a result of the proposed consent application.

Section 2 of the PPS contains policies that address the wise use and management of resources, including the protection of natural heritage features and functions.

Section 2.1.6 states that development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements. Section 2.1.8 provides policies for adjacent lands. Development is not permitted on adjacent lands, unless it is demonstrated that there is no negative impacts to the natural features or their functions.

A portion of the property located at 85 Audrey Smith Road (Beneficiary Lot) contains an area of Fish Habitat along the shoreline in accordance with Schedule B of the Municipality's Official Plan.

The subject properties are developed with existing dwellings and there is no new development or shoreline works proposed as part of the proposed lot line adjustment and as such, an EIS has not been required. The Fish Habitat is zoned environmental protection in the Zoning By-law. Should any buildings or structure be proposed in or adjacent to the EP zoned lands, further planning approval may be required.

On the basis that the proposed lot addition, only changes lot boundaries and does not convey additional development rights, the proposal is consistent with the fish habitat and adjacent lands policies of the PPS.

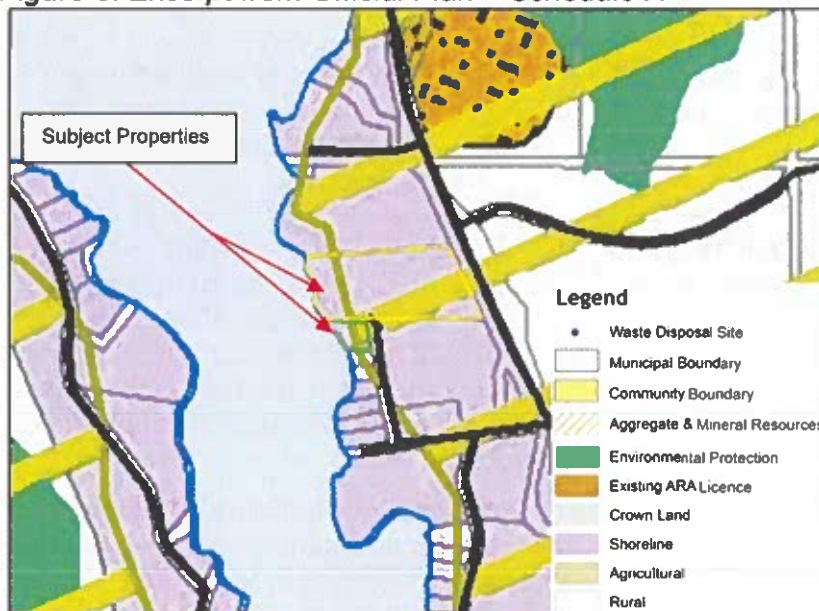
Section 3 of the PPS addresses matters relating to protecting public health and safety through natural and human-made hazards. There are no identified natural or human-made hazards that would impact the subject property or adjacent lands.

Subject to the Applicant fulfilling the conditions of consent, the proposed application is considered to be consistent with the PPS.

### Municipality of Magnetawan Official Plan

Schedule A (Land Use Map) to the Official Plan identifies the Subject Properties as being designated Shoreline and partially within the Aggregate and Mineral Resources overlay, as shown in Figure 3.

*Figure 3: Excerpt from Official Plan – Schedule A*



In accordance with Schedule B (Natural Heritage Features) of the Official Plan, there is an area mapped as a Fish Habitat along the shoreline of the Beneficiary Lot (85 Audrey Smith Road), as shown in Figure 3.

Section 4.4 of the Official Plan states that new development or site alterations shall have no negative impact on the natural features or ecological functions of significant habitat of endangered or threatened species, other significant wildlife habitat, fish habitat, a provincially significant wetland or other significant natural heritage feature or function. As mentioned, a portion of the shoreline of the Beneficiary Lot is identified as Fish Habitat.

There is no new development or shoreline works proposed as part of the consent application and there are no negative impacts anticipated to the area mapped as fish habitat.

Section 5.2.8 contains policies that apply to lands where aggregate resources are located. Although there are lands in proximity of the site that are identified in Aggregate and Mineral Resources overlay, there are a number of residential lots in the area and the extraction to the resource in proximity to the site would not be feasible.

Section 5.4.1 of the Official Plan establishes permitted uses and detached dwellings are a permitted use in the Shoreline designation. The Retained and Beneficiary lots are proposed to continue to be used as residential uses in conformity with Section 5.4.1 of the Official Plan.

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

*Table 2: Official Plan Section 7.7.1 Summary*

<b>Policy 7.7.1 Severance Criteria</b>	<b>Does the Application Conform?</b>
a) A registered plan of subdivision is not necessary for the orderly development of the lands.	A Plan of Subdivision is required where 3 or more lots are proposed (Section 7.2.1). There are no new lots proposed as part of the consent application.
b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.	<p>The Retained Lot is zoned Shoreline Residential (RS), and the Beneficiary Lot is zoned Shoreline Residential (RS) and Environmental Protection (EP). The minimum required lot frontage is 90 metres and the minimum lot area requirement is 1.0 hectare.</p> <p>The proposed Beneficiary Lot exceeds minimum lot standards for the RS Zone. However, the proposed Retained Lot does not comply with the minimum lot area or lot frontage requirements. <b>To ensure Zoning By-law compliance, it is recommended that the Applicant submit and obtain approval for all necessary Minor Variances to the satisfaction of the Municipality.</b></p>

<p>c) The proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road.</p>	<p>The subject properties are to continue to be accessed by a municipally maintained road (Audrey Smith Road).</p>
<p>d) Lots for hunt camps, fishing camps, wilderness tourist camps or similar uses may be permitted on unmaintained municipal road allowances or on private right of ways to publicly maintained roads provided that the appropriate agreements are in place to ensure that the Municipality has no liability with respect to the use of these roads.</p>	<p>This policy is not applicable as the proposed lots are not for hunt camps, fish camps etc.</p>
<p>e) The lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;</p>	<p>The existing accesses and driveways are to continue to provide access to the subject properties. There are no traffic hazards anticipated as a result of the consent application.</p>
<p>f) The lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site that is outside of any flood plain or other hazard land.</p>	<p>The proposed Retained and Beneficiary Lots contain existing sewage and water services.</p>
<p>g) Notwithstanding subsection c), lots created for seasonal or recreational purposes may be permitted where the access to the lot is by a navigable waterbody provided that Council is satisfied that there are sufficient facilities for mainland parking and docking.</p>	<p>This policy is not applicable as access to the subject properties is via a municipally maintained road.</p>
<p>h) Any lot for permanent residential use shall be located on a year round</p>	<p>The subject properties are accessed by a municipally maintained road.</p>

maintained municipal road or Provincial highway.	
<p>i) In the Rural designation, new lots created by consent shall be limited to the following:</p> <ul style="list-style-type: none"> <li>i. The Township will permit the creation of up to eight new lots per year. The new lots must comply with the regulations as set out in the implementing Zoning By-law.</li> <li>ii. two lots per original hundred acre lot;</li> <li>iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and</li> <li>iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway</li> </ul>	The subject properties are designated Shoreline and are not located within the Rural designation, therefore this policy does not apply.
j) The creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.	The proposed consent application for a boundary adjustment, does not propose to create any new lots. The subject properties do not prevent access to any other parcel of land, nor do they land lock any other parcel, as a result of the consent application.
k) Any severance proposal on land adjacent to livestock operations shall meet the Minimum Distance Separation Formula I in accordance with the MDS Guidelines and shall demonstrate that the proposed water supply has not been contaminated from agricultural purposes.	The subject lands are not adjacent to livestock operations, nor are any new lot proposed. MDS calculations are not required for the consent application.

The proposed Consent application conforms to the Municipality's Official Plan.

Municipality of Magnetawan Zoning By-law

The Retained Lot is zoned Shoreline Residential (RS), and the Beneficiary Lot is zoned Shoreline Residential (RS) and Environmental Protection (EP) in the Municipality's Zoning By-law.

Table 3 provides a summary of the proposed lots in relation to the minimum requirements for the Shoreline Residential (RS) Zone.



Table 3: Zone Standards

Zoning By-law Requirements			Lot Configuration	
Shoreline (RS) Zone			Proposed Retained Lot	Proposed Beneficiary Lot
Minimum Area	Lot	1.0 hectares	3,103 square metres (0.3hectares)	42,470 square metres (4.2 hectares)
Minimum Frontage	Lot	90 metres	50.9 metres	187.2 metres

The proposed Retained Lot located at 75 Audrey Smith Road will not comply with the minimum lot standards for lot frontage and lot area for the Shoreline Residential (RS) Zone. As mentioned, a condition of consent has been recommended to require the Applicant obtain approval for a Minor Variance to recognize the existing lot deficiencies to bring the proposed Retained Lot into compliance with the Zoning By-law.

Subject to the Applicant satisfying the recommended conditions of consent contained within this Report, the proposed lots would comply to the Zoning By-law

**Comments from Departments**

Public Works

- No comments or concerns.

Fire Chief

- No comments or concerns.

Building Department

- No comments or concerns.

By-law Department

- No comments or concerns.

**Summary**

Based on a review of the Application and subject to satisfaction of all of the recommended conditions identified in this Report, the proposed Consent application for a boundary adjustment would be consistent with the Provincial Policy Statement and would conform to the policies of the Municipality of Magnetawan Official Plan.



It is our opinion, the Consent Application should be conditionally approved. Should the Planning Board decide to provisionally approve the application, the recommended conditions of provisional consent should be applied.

Respectively submitted,



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



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

# MEMO

KITCHENER  
WOODBIDGE  
LONDON  
BARRIE  
BURLINGTON

<b>To:</b>	<b>Erica Kellogg   Acting Deputy Clerk – Planning &amp; Development</b>
<b>From:</b>	<b>Jonathan Pauk, Senior Planner, MHBC Planning Jamie Robinson, Partner, MHBC Planning</b>
<b>Date:</b>	<b>April 21, 2023</b>
<b>File:</b>	<b>12153DV</b>
<b>Subject:</b>	<b>Pre-consultation Memorandum – 75 &amp; 85 Audrey Smith Road, Municipality of Magnetawan</b>

The purpose of this memorandum is to provide information and advice related to the review of a potential consent (boundary adjustment) application for the properties located at 75 and 85 Audrey Smith Road.

We have had an opportunity to review the proposal at 75 and 85 Audrey Smith Road for a lot boundary adjustment to sever and convey a portion from the subject property at 75 Audrey Smith Road and add it to property located to the north, known as 85 Audrey Smith Road (the “beneficiary property”). The purpose of the proposed lot boundary adjustment is to increase the lot area of the beneficiary property. It is our understanding that the Owner is seeking to increase the frontage of the property located at 85 Audrey Smith Road in order to permit a larger developable area for a boathouse outside of the area zoned Environmental Protection along the shoreline. No site plan detailing this proposal has been provided.

The lands to be severed located at **75 Audrey Smith Road:**

- Designated “Shoreline” and is partially within the Aggregate and Mineral Resources overlay in accordance with Schedule A of the Municipality of Magnetawan Official Plan;
- Zoned Shoreline Residential (RS) in the Municipality of Magnetawan Zoning By-law;
- Lot area of approximately 2,857 square metres and a lot frontage of 61 metres onto Lake Cecebe;
- Accessed via Audrey Smith Road (Municipal Road – Year Round ) in accordance with Schedule C of the Official Plan;
- Has an existing single detached dwelling and docking facilities;
- Serviced by existing septic and water facilities; and,

- Adjacent to an area of Fish Habitat to the north.

The subject property located at **85 Audrey Smith Road**:

- Designated "Shoreline" and is partially within the Aggregate and Mineral Resources overlay in accordance with Schedule A of the Municipality of Magnetawan Official Plan;
- Zoned Shoreline Residential (RS) and Environmental Protection (EP) in the Municipality of Magnetawan Zoning By-law;
- Has a lot area of approximately 42,630 square metres and a lot frontage of approximately 143 metres onto Lake Cecebe;
- Accessed via Audrey Smith Road (Municipal Road – Year Round ) in accordance with Schedule C of the Official Plan;
- Has an existing single detached dwelling and associated accessory buildings/structures, docking facilities;
- Is serviced by existing septic and water facilities; and,
- Contains an area of Fish Habitat along the entire water frontage in accordance with Schedule B of the Official Plan.

The location of the proposed lot boundary adjustment would appear to contain lands zoned Shoreline Residential (RS) and Environmental Protection (EP).

Lot boundary adjustments are subject to conform to all applicable policies under the Municipality's Official Plan.

- Section 4.6 states *in shoreline areas, development shall be situated in locations that will not result in the removal of significant amounts of shoreline vegetation or affect shoreline habitat.* As submitted, the application does not propose any removal of vegetation as the existing residential uses are to remain on each of the proposed lots.
- Section 5.4 of the Official Plan contains policies for the Shoreline designation. Section 5.4.2 requires new lots to be at least 1.0 ha (2.5 acres) in lot area with 90 metres (300 feet) of water frontage.
- The new lot configuration proposes 160 metres of water frontage and a lot area of 4.1 hectares for 85 Audrey Smith Road and 45 metres of water frontage and a lot area of 0.4 hectares for 75 Audrey Smith Road.
- While the retained lands would be reduced in size, there is no new lot being created in this instance. The existing lots are developed and serviced with septic systems. The lot addition would not change the character of the area, only the location of the lot line. It would appear the intent of Section 5.4 of the Official Plan is to apply minimum lot frontages and minimum lot areas for new lots, whereas the proposed application is for a lot addition.

- In order to ensure the character of the area is not changed in the future, a condition of provisional consent would be the rezoning of the retained lands to recognize the lot frontage and lot area as the minimum. This would restrict future lot creation applications for the retained lands.
- The proposed lot at 75 Audrey Smith Road would not comply with the minimum lot frontage or lot area requirements for new lots in the Shoreline Residential Zone of the Zoning By-law. A Zoning By-law Amendment application would be required as a condition of provisional consent to rezone the property to an appropriate Shoreline Residential Exception Zone.
- Section 7.1.1 of the Official Plan contains criteria that are applicable to consent applications that create new lots. The proposed lots will continue to be accessed by a municipal road and are located within the shoreline designation and, the lots are of a sufficient size to recognize the location of existing development on each lot, including the existing dwelling and septic systems. As noted, the proposed lot at 75 Audrey Smith Road does not comply with the minimum requirements of the Zoning By-law.

Based on our review of the Municipality's Official Plan, the proposed consent application for a boundary adjustment could conform to the Official Plan. An implementing Zoning By-law Amendment would be required to recognize the lot frontage and lot area for both the benefiting lot and the retained lot.

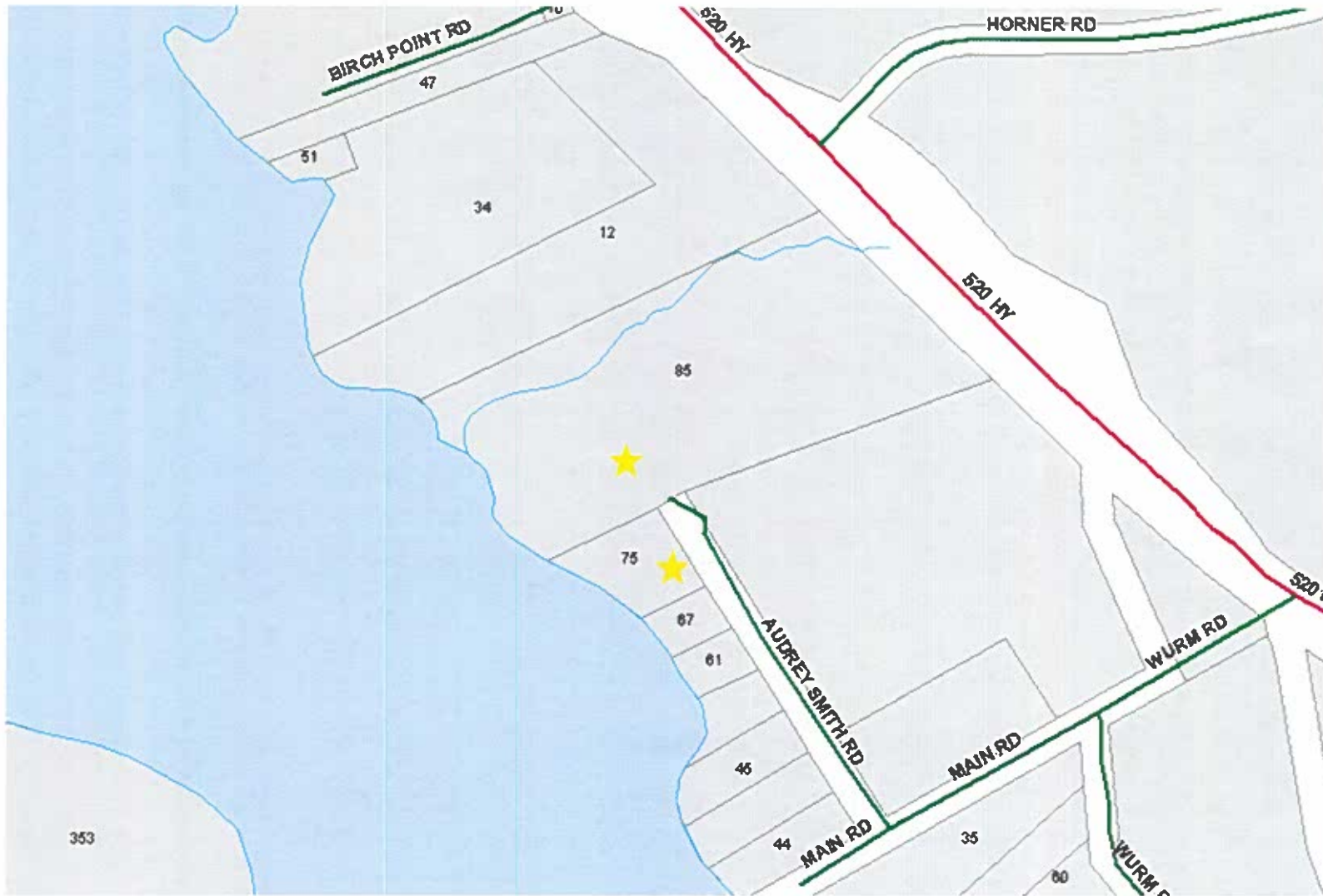
#### **Application Submission Requirements**

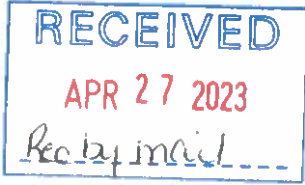
The following are required as part of a complete application submission.

- Completed Consent application form.
- The required application fees for a Consent Application.
- Site plan drawing showing proposed lot addition and also the distance of structures to the proposed lot line.

We trust that this provides you with the background planning information associated with the proposal. Please do not hesitate to contact Municipal Staff if you have any questions or require any additional information.

75 Audrey Smith Road and 85 Audrey Smith Road – Zwierschke Boundary Adjustment





CENTRAL ALMAGUIN PLANNING BOARD

63 Marie Street, P.O. Box 310
South River Ontario P0H 1X0
705-386.2573 Email: admin@centralapb.ca
Website: http://capb.ca

AN APPLICATION FOR CONSENT UNDER SECTION 53 OF THE PLANNING ACT, R.SO. 1990 c.P.13

FILE # B \_\_\_\_ / \_\_\_\_

PLEASE PRINT OR TYPE AND COMPLETE ALL APPROPRIATE BOXES.

1. APPLICANT INFORMATION

Applicant(s):

Name(s) of Property Owner(s): Robert & Janet Zwierschke

Phone #: Home: \_\_\_\_\_ Mobile: 905 323 5138 Business: \_\_\_\_\_

Mailing Address: 155 Metter Road Ridgville

Postal Code: L0S 1M0 Email Address: rw-zwierschke@sympatico.ca

Agent for the Applicant

The property owner(s) may appoint a person or an agent to act on their behalf for processing this application and attending the meeting at which it will be considered, or a person who is to be contacted about the application for communication. This may be a person or firm acting on behalf of the property owner(s). Owner authorization is required in Section 11 of this form if the applicant is an agent appointed by the owner.

Name of Contact Person/Agent: \_\_\_\_\_

Phone #: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Business: \_\_\_\_\_

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

Postal Code: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. LOCATION OF THE SUBJECT LAND (District of Parry Sound)

Tax Roll Number: 85 Audrey Smith - 49 44 010 001 46600 0000

Municipality / Unincorporated Township: Margaretawan

Municipal Address (Civic Address): 85 Audrey Smith Road

Legal Description: Concession: 4 Lot Number: \_\_\_\_\_ Registered Plan: PSR-593

Lot(s): 27-28 Reference Plan: \_\_\_\_\_ Part(s): Part 1 REV PCL 10917

Parcel Number: Reg 10.26 AC PIN: \_\_\_\_\_

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

75 AUDREY SMITH ROAD  
 Tax Ref # 49 44 010 001 38800 0000  
 PLAN M230 Lots 1 & 2 PCL 1348455  
 PCL 1117255 L.O.A.C

**3. PURPOSE OF THE APPLICATION:**

3.1 Type and Purpose of proposed transaction(s) that requires the Consent:

\_\_\_\_ Create a new lot (or re-establish an existing parcel) / \_\_\_\_ Lot Addition / \_\_\_\_ Easement  
 Other: Charge \_\_\_\_ / Release a Mortgage \_\_\_\_ Lease \_\_\_\_ ✓ Line Adjustment

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

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

3.4 Mortgage, Charges or other Encumbrances: Name \_\_\_\_\_

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

**4. DESCRIPTION OF SUBJECT LAND AND SERVICING INFORMATION**

(Complete each Section in order that your application can be processed. Incomplete applications may be delayed.)

(If 2 new lots are proposed, split the SEVERED section and apply appropriate dimensions and information through Sections 4.1 through

4.1 Description / Size	75 Audrey Smith		85 Audrey Smith	
	SEVERED	RETAINED	RETAINED	
Frontage (m)	original 13.152 m	following 50.932 m	original 165 m	following 187.22 m
Depth (m)	49 m		340 m	
Area (ha)	original 4.05 ha	following 3.103 ha	original 4.152 ha	following 4.247 ha
4.2 Existing Use of Property:	Residential		Residential	
4.3 Existing Building or Structures and date of construction	Cottage - unknown ? 1470's		Cottage 1969	

<b>4.4 Proposed Use of the Severed and Retained Parcels</b>	RESIDENTIAL	RESIDENTIAL
<b>4.5 Road Access:</b> Provincial highway <b>MANDATORY:</b> Provide written comments from MTO North Bay. 705-497-5401		
Municipal road, maintained all year		
Municipal Road, seasonally maintained	YES	YES
Other Public Road (e.g. Local Roads Board)		
Right of Way / Easement* ( IF ACCESS TO THE SUBJECT LAND IS BY PRIVATE ROAD OR OTHER PUBLIC ROAD OR RIGHT OF WAY advise the status of the easement (permanent registered or prescriptive), name who owns the land or road, who is responsible for its maintenance and whether it is seasonal or year round.		
MNRF Road Allowance [Written report from the MNRF if an MNRF road allowance is used for access to the subject land. North Bay Office: 705-475-5550]		
<b>4.6 Water Access Lots: Describe the parking and docking facilities to be used and the approximate distance of these facilities for the subject land and the nearest public road.</b>		

<b>4.7 Water Supply</b>	<b>SEVERED</b>	<b>RETAINED</b>
Publicly owned and operated piped water system		
Privately owned and operated individual well	YES	YES
Privately owned and operated communal well		
Lake or other water body		
Other means		
Does your property abut a lake?		



[Is the lake deemed by the Ministry of the Environment Conservation and Parks (MOECP) to be at capacity for phosphorus load ? \*\*1-800-461-6290 for enquiries]

TS AUDREY SMITH

SS AUDREY SMITH

4.8 Sewage Disposal	SEVERED <del>RETAINED</del>	RETAINED
Publicly owned and operated sanitary sewage system		
Privately owned and operated individual septic tank Attach documentation of the results of the review by the North Bay Mattawa Conservation Authority	YES	YES
Privately owned and operated communal septic tank		
Privy		
Other Means (e.g. Advanced Treatment System) ** (Septic System over 10,000 litres requires Ministry of the Environment Conservation and Parks study and permit. 1-800-461-6290 for enquiries )		

TS AUDREY SMITH

SS AUDREY SMITH

4.9 Other Services (indicate which service(s) are available)	SEVERED <del>RETAINED</del>	RETAINED
Electricity	YES	YES
School Bussing		
Garbage Collection		

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

**5. LAND USE**

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

Shoreline Residential

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

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

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

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

**6. HISTORY OF SUBJECT LAND**

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

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

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Year the property was created? (if known) 1962 Plan #1-230

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

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**7. CURRENT APPLICATION**

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

NO YES UNKNOWN

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

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

NO YES UNKNOWN

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

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

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

**9. OTHER INFORMATION:** Is there any other information that you think may be useful to the Board or other agencies reviewing the application? If so, explain below or attached on a separate page.

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10. AFFIDAVIT OR SWORN DECLARATION (all applicant(s))

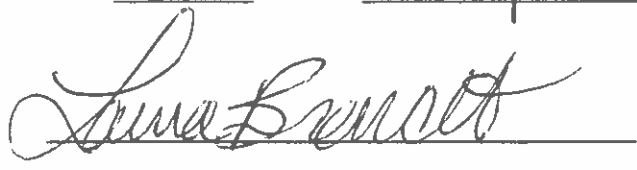
I, Robert Zwierschke OF THE Fonthill  
IN THE DISTRICT OF Niagara MAKE OATH AND SAY THAT THE INFORMATION  
CONTAINED IN THIS APPLICATION IS TRUE AND THAT THE INFORMATION CONTAINED IN THE DOCUMENTS  
THAT ACCOMPANY THIS APPLICATION IS TRUE.

SWORN OR DECLARED BEFORE ME

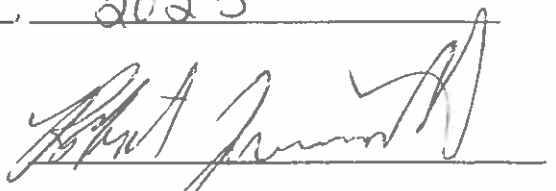
AT THE Municipal office.

IN THE Municipality OF Magnetawan

THIS 21<sup>st</sup> DAY OF July, 2023



A COMMISSIONER OF OATHS



Applicant

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

**11. AUTHORIZATION OF AGENT (if applicable)**

11.1 If the applicant is not the owner of the land subject in this application, written authorization of the property owner authorizing the particular person to act as their agent to make the application and represent them at the meeting when the Board considers this matter, must be submitted with this application form OR the authorization section below be completed.

**AUTHORIZATION OF OWNER FOR AGENT TO MAKE THE APPLICATION**

I, \_\_\_\_\_, AM THE OWNER OF THE LAND THAT IS THE SUBJECT OF THIS APPLICATION FOR CONSENT AND HEREBY AUTHORIZE \_\_\_\_\_

TO MAKE THIS APPLICATION ON MY BEHALF.

DATED: \_\_\_\_\_ SIGNATURE OF PROPERTY OWNER \_\_\_\_\_

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

**APPOINTMENT AND AUTHORIZATION OF AN AGENT AND CONSENT TO PROVIDE PERSONAL INFORMATION**

I, \_\_\_\_\_, AM THE OWNER OF THE LAND THAT IS THE SUBJECT OF THIS APPLICATION FOR CONSENT AND FOR THE PURPOSES OF THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT, I AUTHORIZE \_\_\_\_\_ TO SUBMIT THE INFORMATION REQUIRED FOR THIS PURPOSE.

DATED \_\_\_\_\_ SIGNATURE OF PROPERTY OWNER \_\_\_\_\_

**12. CONSENT OF OWNER TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION**

I/WE Robert & Janet Zwisslocke, AM/ARE THE OWNER(S) OF THE LAND THAT IS THE SUBJECT OF THIS CONSENT APPLICATION AND FOR THE PURPOSES OF THE MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PERSONAL PRIVACY ACT, I/WE AUTHORIZE AND CONSENT TO THE USE BY OR THE DISCLOSURE TO ANY PERSON OR PUBLIC BODY OF ANY PERSONAL INFORMATION THAT IS COLLECTED UNDER THE AUTHORITY OF THE PLANNING ACT FOR THE PURPOSES OF PROCESSING THIS APPLICATION.

DATED April 25/2013 SIGNATURE OF PROPERTY OWNER Robert Zwisslocke  
Janet Zwisslocke

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

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

WHEREAS the Municipality of Magnetawan has received a request to support an application for consent for creation of 1 new lot located at CON 14, Part Lot 13 PLAN 42R-2703 Part 8&13 SPENCE Magnetawan, which is a private road, (Cordua 4944 040 007124800) hereinafter referred to as "the Lands";

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

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

- That the foregoing conditions be fulfilled within two years of the notice of decision of the Planning Board;
- Draft Reference Plan to be approved by the Municipality prior to registration;
- Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;
- Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration;
- A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;
- Confirmation from the North Bay Mattawa Conservation Authority (NBMCA) that the proposed Severed Lot can be adequately serviced by individual on-site septic systems;
- Payment of all taxes, municipal legal fees, planning fees and fees as per the current Fees and Charges By-law, Park Land Dedication By-law and all other fees associated with the processing of this application;
- That the Applicant undertake and submit a Lake Capacity Study that demonstrates there is development capacity on Bells Lake to support the proposed development and demonstrates mitigation measures if required for the proposed severed parcel;
- That the Applicant undertake & submit an Environmental Impact Study to review the deer wintering habitat and any other natural heritage features (if identified), and to establish suitable building site and dock envelope along with any mitigation measures to be completed on the severed lot;
- That the Applicant enter into a Development Agreement with the Municipality to be registered on title to address mitigation measures and recommendations contained in both the Lake Capacity Study and Environmental Impact Study.
- That the Applicant enter into a Limited Service Agreement with the Municipality to be registered on title;
- That the Applicant submits a Zoning By-law Amendment to rezone the severed lot to address the non-compliant minimum lot area and frontage requirement within the Shoreline Residential designation;
- That the Applicant revise the application to show the severed lot with 80 m of shoreline frontage.

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			





newly severed lot.



Cordova - Consent  
Revised application  
July 24/23

## Erica Kellogg

---

**From:** Cordua, Brandon  
**Sent:** July 25, 2023 3:43 PM  
**To:** Erica Kellogg  
**Subject:** RE: Consent Revised Map

Hi Erica,

This looks great thank you and please take this as our approval to move forward with the application as is.

I appreciate your help and support as always. If you need anything else on my end please give me a call or shoot me an email anytime.

Enjoy the day,

Regards,


Brandon

**Brandon Cordua** | **Royal Bank of Canada** | 4557 Hurontario Street, Mississauga, ON

| Mortgage Specialist Assistant | RBC Royal Bank of Canada | Mississauga, Ont

<https://g.page/r/CcU-D2eHU0u4EAg/review>

<https://online.royalbank.com/cgi-bin/tools/true-house-affordability/start.cgi?lang=en&ms=brandon.cordua>

 Please consider the environment before printing this e-mail. Print on both sides of page to minimize carbon footprint

**From:** Erica Kellogg <ekellogg@magnetawan.com>  
**Sent:** 2023, July, 25 3:39 PM  
**To:** Cordua, Brandon <brandon.cordua@rbc.com>  
**Subject:** FW: Consent Revised Map

[External]/[Externe]

---

Erica Kellogg | Deputy Clerk – Planning & Development  
Municipality of Magnetawan | PO Box 70 | 4304 Highway 520 | Magnetawan, ON POA 1P0  
Phone 705-387-3947 ext. 1011 | Fax 705-387-4875 | [ekellogg@magnetawan.com](mailto:ekellogg@magnetawan.com)

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# Page 70 of 318

<https://magnetawan.com/join-our-mailing-list>

**From:** Erica Kellogg  
**Sent:** Tuesday, July 25, 2023 3:16 PM  
**To:** Brandon Tourangeau <[brandon@cgis.com](mailto:brandon@cgis.com)>  
**Subject:** Consent Revised Map

Bradon,

I've included an attachment of your parcel (184 Silver Lake Road) with gridding to show a parcel that in total reflects approximately 1.12 acres in total. I've listed the approx.. measurements for the lot, however, a survey, once complete will affirm true measurements.

It is understood that if a support in principle is provided, you will move forward with an amended application reflecting the 1.12 acre lot to the Planning Board.

Please respond via email that you understand and confirm the proposed lot size, and I will work to have your application appear during the regular meeting of Council on August 2<sup>nd</sup> at 1:00pm.  
Please note, decisions regarding consents are at the sole discretion of Council.

Kind regards,  
Erica

---

Erica Kellogg | Deputy Clerk – Planning & Development  
Municipality of Magnetawan | PO Box 70 | 4304 Highway 520 | Magnetawan, ON POA 1P0  
Phone 705-387-3947 ext. 1011 | Fax 705-387-4875 | [ekellogg@magnetawan.com](mailto:ekellogg@magnetawan.com)

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

# Planning Report

**To:** Mayor and Council, Municipality of Magnetawan

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

**Subject:** Application for Consent (Cordua)

**Property Location:** Part of Lot 13, Concession 10, Geographic Township of Spence, Municipality of  
Magnetawan  
Silver Lake Road

**EcoVue File No.:** 23-2125-04

**Date:** July 4, 2023

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## 1.0 Recommendation

We recommend that Council receive the report dated July 4, 2023 from EcoVue Consulting Services regarding the Consent Application for 184 Silver Lake Road, and that Council approve the application and that the provisional consent be given subject to the following conditions:

1. The Applicants shall undertake and submit, to the satisfaction of the Municipality of Magnetawan, a study carried out by a qualified environmental professional which evaluates the remaining capacity for residential development on Bells Lake and demonstrates that capacity is available for a residence on the proposed severed parcel. The report shall also assess if there is capacity for additional residential development on the proposed retained lands. The report shall identify potential impacts of the residential development of the proposed severed parcel on the lake and identify measures to mitigate potential impacts;
2. The Applicants shall submit to the satisfaction of the Municipality of Magnetawan a study carried out by a qualified environmental professional which assesses the potential impact of residential development of the severed parcel on significant natural heritage features including the Deer Yard identified in Schedule B of the Magnetawan Official Plan and demonstrates that any potential impact can be mitigated so that the proposal will result in no negative impact.
3. That any mitigative measures and recommendations contained in the above noted reports shall be implemented through a development agreement with the Municipality of Magnetawan;



4. That the Applicants provide confirmation satisfactory to the Municipality of Magnetawan that the proposed severed parcel can be adequately serviced by individual on-site septic systems and individual on-site water systems;
5. That the Applicants submit a zoning by-law amendment to rezone the proposed lot to address the non-compliant minimum lot area requirement within the Shoreline Residential designation.
6. That the Applicants provide a draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration.
7. That a draft reference plan of survey be provided to the Municipality of Magnetawan for review prior to registration.
8. That a parkland dedication fee shall be paid per new lot created as per By-law 2021-49.
9. That all taxes, municipal, legal, and planning fees associated with the processing of this application including fees under By-law 2011-11, 2011-16 and current Municipal Fees & Charges By-law be paid.

## **2.0 The Application**

Ashley and Brandon Cordua (Applicants) have applied to sever a lot with approximately 30.78 metres (101 feet) of frontage on Silver Lake Road, 32.64 metres (107.1 ft.) of frontage on Bells Lake, a depth of approximately 59.59 metres (195.5 feet), and an area of approximately 0.18 hectares (0.45 acres) from a 1.3 hectare property on Silver Lake Road. The proposed retained and severed parcels have frontage on Bells Lake, also known as Silver Lake.

According to the submissions, the Applicants own parts 8 to 13 on Plan 42R-2703 which appears to be an old plan of subdivision. It appears that the lots have been joined in title by the Applicant's common ownership and the intent of the proposed consent is to separate Lot 13 from the remainder of the Applicants' holdings. The purpose of the severance is to construct a cottage on Lot 13. An existing cottage is located on the retained lands.

## **3.0 Planning Analysis**

### **3.1 The Planning Act**

*The Planning Act*, R.S.O., 1990, c.P 13, (Act), through Section 3 (5) (a), requires all decisions that affect a planning matter to be consistent with policy statements that are in effect on the date of the decision. Through this provision, the decision regarding the proposed consent must be consistent with the Provincial Policy Statement (PPS).

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

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

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

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

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

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

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

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

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

*(e) the number, width, location and proposed grades and elevations of highways, and the adequacy of them, and the highways linking the highways in the proposed subdivision with the established highway system in the vicinity and the adequacy of them;*

*(f) the dimensions and shapes of the proposed lots;*

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

Through Sections 51 (24) (c) and (g) severances must conform to the applicable Official Plan and Zoning By-law.

The above-noted requirements of the Act are addressed through the sections of this report that follow.

### **3.2 Provincial Policy Statement (2020)**

#### **3.2.1 Managing and Directing Land Use to Achieve Resilient and Efficient Development and Land Use Patterns**

Section 1.1.1 states in part that healthy, livable and safe communities are sustained by promoting efficient development and land use patterns, accommodating an appropriate range and mix of land uses, including recreation, parks and open space, and avoiding development and land use patterns which may cause environmental or public health and safety concerns. The proposed residential use of the severed parcel

is consistent with surrounding land uses and will continue the resource based recreational use of the lands.

Section 1.1.1 (c) indicates that development and land use patterns should be avoided which cause environmental concerns. There is some potential for the proposed consent to affect Bells Lake and other natural heritage features. As noted above, the Applicants will be required to demonstrate that residential use of the severed parcel will not cause environmental concerns. If satisfactory information is provided by the Applicants, the proposal will be consistent with this section of the PPS.

The requirement for studies about the impact of the proposal is discussed more fully later in this report.

### **3.2.2 Rural Lands and Areas in Municipalities**

The provisions in Section 1.1.4 (Rural Areas in Municipalities) and Section 1.1.5 (Rural Lands in Municipalities) of the PPS are relevant as they relate to the proposed consent.

Section 1.1.4.1 refers to building on local character, conserving biodiversity, and considering the ecological benefits provided by nature. The proposed consent will provide a cottage lot which is consistent with the shoreline residential character of the area. Through conditions of approval biodiversity will be conserved and ecological features will be protected.

Section 1.1.5.2 sets out the permitted uses for rural lands in municipalities which include resource-based recreational uses. A recreational dwelling is proposed to be constructed on the severed parcel which is a resource-based recreational use.

### **3.2.3 Natural Heritage**

Section 2.1 of the PPS provides policies about Natural Heritage, and it applies to the proposed consent primarily because of the property's proximity to Bells Lake and because Schedule B of the Magnetawan Official Plan identifies the property within an area identified as a Deer yard.

Section 2.1.1 states that natural features and areas are to be protected for the long term. Furthermore, Section 2.1.2 of the PPS states the following:

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





In addition, Section 2.1.5 (d) states that development and site alteration are not permitted in significant wildlife habitat unless it is demonstrated that there will be no negative impact on the natural feature or their ecological functions.

Consents are defined in the PPS to be a form of development and the proposed consent must be consistent with the above policies. The capacity of the Bells Lake to support additional cottage development and potential impact of the proposal on the deer yard must be evaluated in conjunction with the proposed consent to ensure consistency with the above policies.

This potential impact on environmental features is addressed more fully later in this report in the context of the policies of the Official Plan.

Section 2.2.1 provides policies to “*protect, improve and restore the quality and quantity of water...*” which includes in Section 2.2.1 (h) “*ensuring the consideration of lake capacity where applicable....*” The proposed consent will be consistent with these policies through the condition that is being imposed to require a study that assesses lake capacity.

Section 3.1 of the PPS provides policies for natural hazards. Section 3.1.1 generally directs development away from hazardous lands adjacent to streams, rivers and small inland lake systems that are impacted by flooding hazards.

The proposed consent is not expected to be significantly affected by flooding hazards. While lot lines of the proposed severed lot may encroach into the high water mark, appropriate setback distances will be maintained from the high water mark for the location of the cottage and other structures.

This matter is dealt with in greater detail below.

Subject to the considerations above, the proposed consent is consistent with the PPS.

### **3.3 Municipality of Magnetawan Official Plan**

The subject property is designated as Shoreline in the Municipality of Magnetawan Official Plan (MMOP). As noted in Section 5.4.1 of the MMOP, in the Shoreline designation detached dwellings are a permitted use as well as a number of tourism and recreation related uses.

Section 5.4.2 provides development standards for the Shoreline designation. It states in part:



*Unless otherwise specified, new lots should be no smaller than 1.0 ha (2.5 acres) in area with 90 metres (300 feet) of water frontage.*

Section 5.4.2 also states that larger lots are required in some circumstances including in deer wintering yards and on lakes less than 40 hectares in size. These circumstances do not appear to apply to the current application.

The size of the proposed lot as noted earlier is approximately 0.18 hectares and water frontage on Bells Lake is 32.64 metres. The proposed severed lot does not meet the size requirements for new lots in the Shoreline designation. However, it is noted that the above policy states that, "...unless otherwise specified new lots should be no smaller than..." the size indicated above. Therefore, new lots can be smaller in some circumstances where it is specified.

In view of the history of the property, with the proposed lot being part of an old plan of subdivision, a smaller lot can be justified in these circumstances. However, the lot is substantially smaller than the Official Plan's requirements. If the consent is to be permitted, the reduced lot size should be justified based upon the studies identified previously and discussed further below, and the suitability of the property to accommodate private servicing.

Section 5.4.5 of the Official Plan states:

*No development should be permitted which would result in a waterbody being developed to a point of being over capacity as estimated by the Ministry of the Environment or Ministry of Natural Resources or as demonstrated by a Lakeshore Capacity Assessment completed in accordance with the Lakeshore Capacity Assessment Handbook. Any development within 300 metres of a waterbody shall be deemed to have an impact on the waterbody.*

Section 5.4.5 also states that development that will bring a lake closer to its estimated capacity should only be considered after the Applicant has submitted an impact report that satisfies the concerns of Council.

Furthermore in Section 5.4.5 it states

*In no case shall any development exceed the capacity of the waterbody to sustain additional development from either a biological and a recreational perspective. For the purpose of this*



*Plan, development shall include new lot creation or additions to commercial operations.*

*These policies shall not restrict residential development on existing lots of record.*

For Bells Lake, the recreational carrying capacity is based upon 1.6 hectares of lake surface area per residential unit. The biological carrying capacity is determined through use of the Lakeshore Capacity Assessment Handbook.

Appendix 1 of the Official Plan lists the assimilative capacity of lakes. Bells Lake is identified as having Limited Capacity (10 to 20 seasonal lots). While Bells Lake has limited capacity for development, it is not clear if that capacity has been reduced since the time that the Official Plan was prepared.

It appears that the severed parcel is an old subdivision lot that may have been merged in title with the remainder of the property owned by the Applicants. In view of the Official Plan designation of the property and in recognition that some development rights existed in the past in association with the old plan of subdivision, our opinion is that there should be conditional approval of the consent based upon studies that assess the capacity of the lake, potential impacts on natural heritage features including the deer yard, and determination that the lot can accommodate a private well and septic system. This would provide an opportunity to recognize the development permissions for the property that may have previously existed.

However, it should be noted that Section 5.4.5 above is prohibitive. If the development of an additional lot on Bells Lake as proposed would result in the lake being over capacity, then it cannot be permitted. As stated in Section 5.4.5, the study should determine if the proposed development of the severed parcel would bring Bells Lake to the point of being over capacity. As part of the study, the Ministry of the Environment, Conservation and Parks (MECP) and the Ministry of Natural Resources and Forestry (MNR) should be consulted to determine if there is information about the current capacity of the lake which would be relevant. The Lakeshore Capacity Assessment must be completed to demonstrate that capacity is available in Bells Lake to accommodate the proposed development of the severed parcel.

The study should be undertaken by a qualified environmental professional with experience in completing Lakeshore Capacity Assessments and familiarity with the Lakeshore Capacity Assessment Handbook.

Section 5.4.2 of the MMOP states the following:

*It is a policy of this Plan to permit one additional cottage and accessory buildings where the parcel may otherwise be eligible for a severance and the additional buildings are located in*



*conformity with the provisions of the Plan as if the lots were separated. Site specific zoning may be used to enable the additional dwelling and prevent the further division of the lands.*

Through this policy, two dwellings could be permitted on large Shoreline lots. The size of the subject property is 1.3 hectares which should allow the location of another dwelling which would be in conformity with the provisions of the MMOP. The effect of this policy would be similar to allowing the consent.

However, the prohibition in Section 5.4.5 still applies. An additional cottage on a lot would consume some of the capacity of the lake to absorb development. Therefore, the requirements of Section 5.4.5 must still be addressed.

Section 4.3 of the Official Plan provides policies to protect surface water quality. It states that septic systems shall be located at least 30 metres from a watercourse or water body and that lot creation and land use changes that would bring a lake closer to capacity should only be permitted under one of a number of special circumstances. This section also requires that a 20 metre wide shoreline buffer of natural vegetation should be maintained. It appears that the proposed lot may be deep enough to locate a septic system 30 metres from the lake as required.

Section 4.6 of the Official Plan states that the MNR has identified large portions of the Municipality as significant deer habitat. Development in these areas must be sensitive to impacts on deer wintering areas and vegetation removal in these areas must be minimized.

The subject property including the proposed lot is within an area identified as "Deer Yard" in Schedule B of the MMOP. It appears from Schedule B that the subject property does not contain deer wintering habitat. However, the presence of deer wintering habitat and the potential impacts of the proposed development on the deer yard must be assessed through an environmental study that is required prior to final approval of the consent. It must be demonstrated that there is no negative impact on significant natural heritage features.

Based on Schedule C of the Official Plan, Silver Lake Road is a private road. Section 6.3 of the Official Plan states that existing private roads shall continue to be used but shall not be extended. It also states:

*New development of seasonal residences on existing private roads may be permitted where it is considered infilling between existing residential units. No new development of permanent residences may be permitted on existing private roads.*



The development of a cottage on the proposed severed parcel could be considered as infilling and therefore, the proposal would conform to this policy.

Section 7.1.1 of the Official Plan provides criteria for severance applications. The proposed severance meets most criteria in this section.

In Section 7.1.1 (b), it states that when creating a new lot, the lot size and setback requirements will satisfy requirements of this Plan and meet the implementing zoning by-law requirements. As noted earlier, the proposed lot does not meet the size requirements for a new lot in the Shoreline designation.

However, given the existing circumstances (the proposed lot appears to be part of an old plan of subdivision, and Section 5.4.2 of the MMOP which permits an additional cottage on some lots), the creation of the proposed lot would conform to the MMOP.

Section 7.1.1 (c ) states:

*c) the proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road;*

The subject property complies with this policy since it fronts on an established private road which provides access to a municipal road.

Section 7.1.1.(e) requires road access to be provided in a location where traffic hazards are avoided. It is not expected that the access to Silver Lake Road will be provided in an area where there are traffic hazards.

Section 7.1.1 (f) state the following:

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



The suitability of the subject parcel for the location of a private septic system and a well is a required condition of approval and must be demonstrated before the consent is finally approved. It is not expected that there will be issues with safe access or locating the building outside of the floodplain.

The other provisions of Section 7.1.1 are not applicable to the proposed consent.

As discussed above, the proposed severance complies with most applicable policies of the Official Plan. The main issues are the smaller size of the lot than required in the Shoreline designation and consideration for the capacity of the lake. There is also some concern for impacts on other natural heritage features.

However, the severance could be approved based upon the existing site characteristics and historic separation of the lots (e.g. accommodating private servicing and recognition of the parcel identified in the R-Plan), and if the other matters discussed above are addressed, in particular if there is sufficient capacity in Bells Lake for another seasonal dwelling unit.

Subject to the above requirements, our opinion is that the proposed consent conforms to the MMOP.

### **3.4 Municipality of Magnetawan Zoning By-law No. 2001-26**

The subject property is zoned Shoreline Residential (RS) in Magnetawan Zoning By-law 2001-26. Permitted uses include detached dwellings as well as home occupations and bed and breakfast establishments.

Section 4.2.2 of the By-law sets out the regulations for the RS zone. They include a minimum lot area of 1 hectare and a minimum lot frontage of 90 metres. The proposed severed parcel is undersized in relation to the requirements of the RS Zone, as well as the Official Plan.

Section 4.2.3 of the By-law permits additional dwelling units on lots which have at least 180 metres frontage on Ahmic Lake, Cecebe Lake and the Magnetawan River. In addition in Section 3.6 under the definition of "Dwelling Units on a Lot" the By-law states:

*On the lands abutting a navigable waterway, where a lot has at least 180 metres of frontage, a second dwelling unit is permitted provided that there is not more than one sleeping cabin on the lot.*



While the subject property does not have frontage on Ahmic Lake, Cecebe Lake or the Magnetawan River, the above provisions acknowledge the acceptability of permitting additional dwellings units on large waterfront lots.

Section 3.3 includes requirements for septic systems and leaching beds. Leaching beds and tertiary system treatment units and leaching beds, must be set back at least 20 metres from the high water mark. They must also be above the Regulatory Flood elevation.

As noted earlier, there appears to be sufficient depth of the proposed severed parcel to locate a septic system the required distance from the high water mark. However, the suitability of the lot to accommodate private septic and services must be confirmed through a condition of approval of the severance.

Section 3.17 (b) sets out requirements for undersized lots. It states the following:

*b) Existing Undersized Lots*

*Where a lot, having a lesser lot area and/or lot frontage than required herein, existed on the date of passing of this By-law, or where such a lot is created by a public authority or correction of title, such a smaller lot may be used and a permitted building or structure may be erected and/or used on such a smaller lot provided that all other applicable provisions of this By-law are complied with and provided that a sewage system that complies with the regulations under Building Code can be installed on the lands. Lots which have been increased in lot area or lot frontage following enactment of this By-law shall be deemed to comply to the By-law, and may be used in accordance with the provisions of the By-law.*

It is not clear if the proposed severed parcel would have existed as a separate lot on the date of the passing of the By-law. However, the above provision recognizes that it is acceptable in some circumstances to permit development on undersized lots.

In addition, Section 3.8 (b) allows the construction of buildings on private roads if the road existed on the date of passing of the By-law.

In consideration of the above, it appears that the proposed severance will comply with most provisions of the By-law. The main divergence from the By-law's standards is with regard to the lot size and lot frontage provisions.



The tests for approval of the application are mainly those set out in the Official Plan regarding lake capacity, potential natural heritage impacts, as well as the ability of the site to accommodate private sewage and water services. If those tests are met through the matters set out in the conditions of the approval, our opinion is that the intent of the Official Plan and the Zoning By-law will be met.

However, since the proposed severed parcel will not meet the By-law's standards for lot size and frontage, a Zoning By-law amendment (ZBA) is required to place the proposed lot in a special RS Exception Zone. This requirement is included in the recommended conditions of approval.

### **3.5 Summary of Planning Considerations**

In view of the above, the proposed consent is consistent with the applicable policies of the PPS and complies with all provisions of the MMOP subject to the requirements to address the capacity of Bells Lake for additional cottage development, to address potential natural heritage impacts and to ensure that the property can accommodate private sewage and water systems.

The size of the proposed lot is substantially smaller than the requirements of the Official Plan for the Shoreline designation and the Zoning By-law for the Shoreline Residential zone. However, most other provisions of the MMOP and Zoning By-law are met by the proposed consent.

The MMOP acknowledges that the lots smaller than the minimum lot area standard of 1.0 hectare might be appropriate in some circumstances. In addition, the MMOP can permit an additional cottage on large shoreline lots.

It is also important to note that the Zoning By-law permits additional dwelling units within some waterfront areas. Through the definition of dwelling units on a lot this seems to apply to all lots on navigable waterways with at least 180 metres frontage. The subject property has sufficient water frontage to qualify. While the proposal is to allow another cottage on a separate lot, it would essentially have the same effect as allowing a second dwelling on a large waterfront parcel.

Furthermore, the proposed lot appears to be part of an old plan of subdivision as set out on an R-Plan. It is reasonable to recognize some development potential for the parcel as long as the issues of lake capacity, natural heritage impacts, and private servicing can be satisfactorily addressed.





In consideration of these factors our opinion is that the consent should be approved based upon the requirements for studies and additional information that are included in the recommendation at the beginning of his report.

With regard to Section 51 (24) of the *Planning Act*:

- The proposed consent is not expected to affect matters of provincial interest as required in Section 51 (24) (a);
- Pursuant to Section 51(24) (b) the consent is not premature, and it is in the public interest,
- Subject to the requirements in the conditions of approval, the consent conforms to the Official Plan as required in section 51 (24) (c) and the land is suitable for the purpose of the consent as required in Section 51 (24) (d),
- The road access is sufficient for the consent pursuant to Section 51 (24) (e),
- The dimension and shapes of the proposed lot is appropriate as required in Section 51 (24) (f),
- Subject to the proposed zoning by-law amendment for the severed parcel, the consent will comply with standards in the zoning By-law and other applicable restrictions pursuant to Section 51 (24) (g),
- The studies required through the proposed conditions will ensure that the proposed consent will not impact natural heritage features on the site. In addition, any construction on the property will avoid areas prone to flooding. Therefore, the proposed consent has regard for the conservation of natural resources and flood control as required in Section 51 (24) (h).
- Pursuant to Section 51 (24) (i) appropriate utilities and services are available for the property.
- Regarding Section 51 (24) (j) the proposed consent is not expected to impact the need for school sites.
- A cash in-lieu parkland dedication will be required pursuant to Section 51 (24) (k).
- Pursuant to Section 51 (24) (l) any buildings that may be constructed on the severed parcel will be subject to energy conservation measures in the Ontario Building Code.



- Regarding Section 51 (24) (m) the proposal will comply with site plan control measures as may be required.

Therefore, in view of the above, the proposed consent has appropriate regard for Section 51 (24) of the Act.

Our planning opinion is that the consent is consistent with, or complies with all applicable planning provisions, subject to the conditions listed in the recommendation.

#### 4.0 Recommendations

That the consent application to create an additional Lot on Silver Lake Road, identified as Part 13 on R Plan 42R-2703 within the Municipality of Magnetawan be approved and that the provisional consent be recommended to the Central Almaguin Planning Board subject to the conditions contained in this report.

Respectfully Submitted,  
**ECOVUE CONSULTING SERVICES INC.**

  
J. Kent Randall B.E.S. MCIP RPP  
Township Planning Consultant



  
Chris Conti, M. E.S.  
Senior Planner





# Pre-consultation Memo

**To:** Erica Kellog, Acting Deputy Clerk - Planning and Development, Municipality of Magnetawan

**Subject:** Cordua Consent, Silver Lake Road, Municipality of Magnetawan

**Municipal File No.:** N/A

**EcoVue File No.:** 23-21250-01

**Date:** April 5, 2023

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## 1.0 Introduction

The purpose of this pre-consultation memo is to provide a brief summary of planning requirements for a proposed consent at Part Lot 13, Concession 14, Spence, R Plan 42R-2703, parts 8 to 13, on Silver Lake Road, Magnetawan (subject property).

The analysis in this memo is in part based upon the information provided by Ashley and Brandon Cordua (Applicants) in the form they submitted for approval of the consent.

The Applicants intend sever a lot with approximately 30.78 metres (101 feet) of frontage on Silver Lake Road, 32.64 metres (107.1 ft.) of frontage on Bells Lake, a depth of approximately 59.59 metres (195.5 feet), and an area of approximately 0.18 hectares (0.45 acres) from a 1.3 hectare property on Silver Lake Road. The proposed retained and severed parcels have waterfront on Bells Lake, also known as Silver Lake.

According to the Applicants' submissions, the Applicants own parts 8 to 13 on R Plan 42R-2703 which appears to be an old subdivision. It is our understanding that the lots have been joined in title by the Applicant's common ownership and a consent is required to separate Lot 13 from the remainder of the Applicants' holdings. The intent is to construct a cottage on Lot 13 in the future. An existing cottage is located on the retained lands.



It should be noted that t. dimensions for lot frontage, lot depth and the calculation of lot area stated above, were taken from the R-Plan and are marginally smaller that the lot dimensions provided in section 4 of the Application form.

## 2.0 Planning Analysis

### 2.1 The Planning Act

The authority for municipalities to grant severances emanates from the Planning Act, R.S.O., 1990, c.P 13, (Act) states in Section 53 (1):

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

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

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

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

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

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

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

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



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

Through Sections 51 (24) (c) and (g) severances must conform to the applicable Official Plan and Zoning By-law. The manner in which the proposed consent has regard for the above provisions is discussed later in this memo.



## 2.2 Official Plan

The subject property is designated as Shoreline in the Magnetawan Official Plan. As noted in Section 5.4.1 in the Shoreline designation, detached dwellings are a permitted use as well as a number of tourism and recreation related uses.

Section 5.4.2 provides development standards for the Shoreline designation. It states in part:

*Unless otherwise specified, new lots should be no smaller than 1.0 ha (2.5 acres) in area with 90 metres (300 feet) of water frontage.*

Section 5.4.2 also states that larger lots are required in some circumstances which do not appear to apply in this case.

The size of the proposed lot as noted earlier is approximately 0.18 hectares and water frontage on Bells Lake is 32.64 metres. The proposed severed lot does not meet the size requirements for new lots in the Shoreline designation. However, it is noted that the above policy states that new lots "should" be not smaller, which implies that smaller lots may be permitted in certain circumstances. Given the history of the property, this circumstance could warrant a smaller lot. Such reduced lot size should be justified from a private servicing perspective, as well.

Section 5.4.5 of the Official Plan states:

*No development should be permitted which would result in a waterbody being developed to a point of being over capacity as estimated by the Ministry of the Environment or Ministry of Natural Resources or as demonstrated by a Lakeshore Capacity Assessment completed in accordance with the Lakeshore Capacity Assessment Handbook. Any development within 300 metres of a waterbody shall be deemed to have an impact on the waterbody.*

Section 5.4.5 also states that development that will bring a lake closer to its estimated capacity should only be considered after the developer has submitted an impact report that satisfies the concerns of Council.

Appendix 1 of the Official Plan lists the assimilative capacity of lakes. Bells Lake is identified as having Limited Capacity (10 to 20 seasonal lots). While Bells Lake has limited capacity for development, it is not clear if that capacity has been reduced since the time that the Official Plan was prepared.



However, it appears that the severed parcel is an old subdivision lot that may have been merged in title with the remainder of the property owned by the Applicants. The Municipality could consider approval of the consent to recognize the development permissions that may have previously existed for the lot.

In addition, it should be noted that through Section 5.4.2 an additional cottage may be allowed on a lot where a parcel is eligible for a severance and the additional buildings would be in conformity with the Official Plan. This policy recognizes the possibility of approving additional cottages where they can be accommodated on larger parcels. Given the size of the Applicant's property, the intent of this provision may be applicable in this case. This issue is discussed further in this memo.

Section 4.3 of the Official Plan provides policies to protect surface water quality. It states that septic systems shall be located at least 30 metres from a watercourse or water body and that lot creation and land use changes that would bring a lake closer to capacity should only be permitted under one of a number of special circumstances. This section also requires that a 20 metre wide shoreline buffer of natural vegetation should be maintained.

No information has been provided about a potential development concept for the severed parcel. However, it appears that the proposed lot may be deep enough to locate a septic system 30 m. from the lake.

Based on Schedule C of the Official Plan, Silver Lake Road is a private road. Section 6.3 of the Official Plan states that existing private roads shall continue to be used but shall not be extended. It also states:

*New development of seasonal residences on existing private roads may be permitted where it is considered infilling between existing residential units. No new development of permanent residences may be permitted on existing private roads.*

The development of a cottage on the proposed severed parcel could be considered as infilling and therefore the proposal would comply with this policy.

Section 7.1.1 of the Official Plan provides criteria for severance applications. The proposed severance meets most criteria in this section. In Section 7.1.1 (b), it states that when creating a new lot, the lot size and setback requirements will satisfy requirements of this Plan and meet the implementing zoning by-law requirements. As noted earlier, the proposed lot does not meet the size requirements of the Shoreline





designation. However, the existing circumstances could warrant the creation of a smaller lot, which would still conform to the OP.

Section 7.1.1 (c) states:

*c) the proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road;*

The subject property appears to comply with this provision since it fronts on an established private road which provides access to a municipal road.

The lot is within an area identified as "Deer Yard" in Schedule B of the Official Plan. Section 4.6 of the Official Plan that the Ministry of Natural Resources has identified large portions of the Municipality as significant deer habitat. Development in these areas must be sensitive to impacts on deer wintering areas and vegetation removal in these areas must be minimized. However, it appears from Schedule B of the Official Plan that the subject property does not contain deer wintering habitat.

The proposed severance complies with most applicable policies of the Official Plan. The main issues are the smaller size of the lot than required in the Shoreline designation and consideration for the capacity of the lake. However, the severance could be approved based upon the existing site characteristics and historic separation of the lots (e.g. accommodating private servicing and recognition of the parcel identified in the R-Plan), and if there is sufficient capacity in Bells Lake for another seasonal dwelling unit.

### **2.3 Zoning By-law**

The subject property is zoned Shoreline Residential (RS) in Magnetawan Zoning By-law 2001-26. Permitted uses include detached dwellings as well as home occupations and bed and breakfast establishments.

Section 4.2.2 of the By-law sets out the regulations. They include a minimum lot area of 1 hectare and a minimum lot frontage of 90 metres. The proposed severed parcel is undersized in relation to the requirements of the By-law as well as the Official Plan.



Section 4.2.3 of the By-law permits additional dwelling units on lots which have at least 180 metres frontage on Ahmic Lake, Cecebe Lake and the Magnetawan River. In addition in Section 3.6 under the definition of "Dwelling Units on a Lot" the By-law states:

*On the lands abutting a navigable waterway, where a lot has at least 180 metres of frontage, a second dwelling unit is permitted provided that there is not more than one sleeping cabin on the lot.*

While the subject property does not have frontage on Ahmic Lake, Cecebe Lake or the Magnetawan River, the above provisions acknowledge the acceptability of permitting additional dwellings units on large waterfront lots.

Section 3.3 includes requirements for septic systems and leaching beds. Leaching beds and tertiary system treatment units and leaching beds, must be set back at least 20 metres from the high water mark. They must also be above the Regulatory Flood elevation.

As noted earlier, there appears to be sufficient depth of the proposed severed parcel to locate a septic system the required distance from the lake.

Section 3.17 (b) sets out requirements for undersized lots. It states the following:

*b) Existing Undersized Lots*

*Where a lot, having a lesser lot area and/or lot frontage than required herein, existed on the date of passing of this Bylaw, or where such a lot is created by a public authority or correction of title, such a smaller lot may be used and a permitted building or structure may be erected and/or used on such a smaller lot provided that all other applicable provisions of this By-law are complied with and provided that a sewage system that complies with the regulations under Building Code can be installed on the lands. Lots which have been increased in lot area or lot frontage following enactment of this By-law shall be deemed to comply to the By-law, and may be used in accordance with the provisions of the By-law.*

It is not clear if the proposed severed parcel would have existed as a separate lot on the date of the passing of the By-law. However, the above provision recognizes that it is acceptable in some circumstances to permit development on undersized lots.



In addition, Section 3.8 (b) allows the construction of buildings on private road if the road existed on the date of passing of the By-law.

In consideration of the above, it appears that the proposed severance will comply with most provisions of the By-law. The main divergence from the By-law's standards is with regard to the lot size and lot frontage provisions.

### **3.0 Summary and Conclusion**

Based upon the submitted documents, the Applicants are proposing to sever a parcel with a lot area of approximately 0.18 hectare and road frontage of 30.78 metres from their 1.3 hectare property on Bells Lake. While the Applicants have currently only applied for a severance, the application indicates an intent to construct a cottage on the property.

It appears from the submissions that the proposed severed parcel is a lot that was part of an old plan of subdivision. The Applicants' property is comprised of six parts of an R Plan which all appear to be lots created through an old plan of subdivision.

The size of the proposed lot is substantially smaller than the requirements of the Official Plan for the Shoreline designation and the Zoning By-law for the Shoreline Residential zone. However, most other provisions of the Official Plan and Zoning By-law are met by the proposed consent.

In addition, the Official Plan acknowledges that the minimum lot area standard of 1.0 hectare might not always be appropriate.

It is also important to note that the Zoning By-law permits additional dwelling units within waterfront areas. While in the Shoreline Residential section of the By-law this appears to apply to only Ahmic Lake, Cecebe Lake and the Magnetawan River, the definition of dwelling units on a lot it seems to apply to all lots on navigable waterways with at least 180 metres frontage. The subject property has sufficient water frontage to qualify. While the proposal is to allow another cottage on a separate lot, it would have the same effect as allowing a second dwelling on a large waterfront parcel.

Our review was not able to determine if there is remaining capacity in Bells Lake to accommodate another cottage. There must be sufficient biological carrying capacity and recreational carrying capacity to accommodate the proposal.



This is a significant factor which should be clarified before making a decision about this application. If there is not capacity in the lake for an additional cottage, under Section 5.4.5 of the Official Plan the Applicants should be required to submit an impact report prepared by a qualified professional to satisfy the concerns of Council.

The Applicants should also be required to submit a plan which demonstrates that there is sufficient area on the proposed lot to accommodate a septic system in a manner that complies with the requirements of the Official Plan and By-law.

It is not clear if the Applicants intend on applying for further severances of other parts of the R Plan, but any further proposal should be reviewed in the context of the capacity of the lake to accommodate development.

In summary, based upon the submitted information the proposed consent appears to meet most applicable requirements of the Official Plan and By-law, although a Zoning By-law amendment that rezones the property to site-specific RS Zone in order to permit the reduced lot area and frontage would be required as a condition of consent.

Since the consent complies with the Official Plan and Zoning By-law it also appears to have appropriate regard for the applicable provisions off Section 51 (24) of the Act.


However, before making a decision the Municipality should be satisfied about the following:

1. That there is sufficient capacity in Bells Lake to accommodate the proposed severance and additional cottage,
2. That the proposed severed parcel can accommodate a septic system in a way that complies with the requirements of the Official Plan and By-law.



Respectfully Submitted,

**ECOVUE CONSULTING SERVICES INC.**

  
\_\_\_\_\_  
J. Kent Randall B.E.S. MCIP RPP  
Intermediate Planner



  
\_\_\_\_\_  
Chris Conti, M.E.S.  
Senior Planner

Chris Conti, M.E.S.  
Senior Planner

**APPLICATION FOR CONSENT**  
Under Section 53 of the Planning Act

FILE #B.....

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

**Completeness of the Application**

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

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

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

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

**For Help**

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

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

**Submission of the Application**

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

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

1. Application Information – MUNICIPAL TAX - ROLL # 4944-040-00712440.0000

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

Name of Owner(s) Brandon and Ashley Cordua	Home Telephone No. 905-599-8201	Business Telephone No. 905-599-8201
Address 42 Esther Drive, Barrie, Ontario	Postal Code L4N 0X9	

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

Name of Contact Person/Agent Brandon cordua	Home Telephone No. 905 599 8201	Business Telephone No. _____
Address 42 Esther Dr Barrie	Postal Code L4N 0X9	Fax No. _____

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

→ 2.1 District Local Municipality/Unorganized Township Former Municipality Section or Mining Location No.

Concession Number(s) Spencer Con 14	Lot Number(s) PT Lot 13 RP	Registered Plan No. 42R2703	Lot(s)/Block(s) Parts 9 + 13
Reference Plan No. PCL 26362-55	Part Number(s)	Municipal Address Magnolia	Parcel Number Bell's Lake (Silver Lake)

→ 2.2 Are there any easements or restrictive covenants affecting the subject land?  
 No  Yes If Yes, describe the easement or covenant and its effect.

3. Purpose of this Application

- 3.1 Type and purpose of proposed submission (check appropriate box)
- Transfer  
 Other  
 Creation of a new lot  
 A charge  
 Addition to a lot  
 A lease  
 An easement  
 A correction of title
- 3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged
- 3.3 If a lot addition, identify the lands to which the parcel will be added

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

- 4.1 Description
- |               |               |                          |                           |
|---------------|---------------|--------------------------|---------------------------|
| Frontage (m.) | +/- 190 M     | +/- 31.66 M / 0.55 Acres | +/- 159.33 M / 2.73 Acres |
| Depth (m.)    | +/- 173 M     | Water Front / Road Front | Water Front / Road Front  |
| Area (ha.)    | +/- 1.33 (HA) | +/- 0.223 (HA)           | +/- 1.11 (HA)             |
- 4.2 Use of Property
- Existing Use(s) Cottage - On Retained Lot
- Proposed Use(s) Cottage - Second Home / Vacant Land
- 4.3 Buildings or Structures
- Existing (Date of Construction) 2006
- Proposed NA
- 4.4 Access (check appropriate space)
- Provincial Highway NA
- Municipal road, maintained all year 15-16 Side Road
- Municipal road, seasonally maintained 15-16 Side Road
- Other public road (e.g. LRB)
- Right of way
- Water Access (if so, describe below)
- Describe in section 9.1, the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road.
- 4.5 Water Supply
- Publicly owned and operated piped water system NA
- Privately owned and operated individual well
- Privately owned and operated communal well NA
- Lake or other water body  Silver Lake (Bells)
- Other means NA
- 4.6 Sewage Disposal (Check appropriate space)
- Publicly owned and operated sanitary sewage system NA
- Privately owned and operated individual septic tank
- Privately owned and operated communal septic system NA
- Privy
- Other means
- (1) A certificate of approval from the North Bay Mattawa Conservation Authority submitted with this application will facilitate the review.
- 4.7 Other Services (Check if the service is available)
- Electricity Off Grid / Solar
- School Bussing NA
- Garbage Collection No
- 4.8 If access to the subject land is by private road, or right of way was indicated in section 4.4., indicate who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year.
- NA

5. Land Use Shoreline

5.1 What is the existing official plan designation(s), if any, of the subject land?  
RS - Residential Shoreline NA

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

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

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

6. History of the Subject Land

6.1 Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the Planning Act?  
 No  Yes  Unknown If Yes and If Known, provide the Ministry's application file number and the decision made on the application.

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

N/A

6.3 Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the Planning Act?  
 No  Yes If Yes, provide for each parcel severed, the date of transfer, the name of the transferee and the land use.

7. Current Applications

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

7.2 Is the subject land the subject of an application for a zoning by-law amendment, Minister's zoning order amendment, minor variance, consent or approval of a plan of subdivision?  
 No  Yes  Unknown If Yes, and If Known, specify the appropriate file number and status of the application.



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

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

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

9. **Other Information**

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

NA

10. **Affidavit or Sworn Declaration**

1. Brandon Gordug of the Municipality of Peel  
in the City of Mississauga make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the City of Mississauga

in the Regional Municipality of Peel

this 17<sup>th</sup> day of May 2023

Bonnie Franklin  
Commissioner of Oaths  
Bonnie Franklin

Brandon Gordug  
Applicant

**11. Authorizations**

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

NA

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

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

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

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

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

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

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

**12. Consent of the Owner**

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

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

I, Brandon Gordon, am the owner of the land that is the subject of this consent application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

May 17, 2023 \_\_\_\_\_  
Date Signature of Owner

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

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

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

**Section One - Site Information:**

**Site: 001. Silver Lake Road**



Image 1

Part (4) Lattaya

Road

Well (Water)

Lot 13 & 14

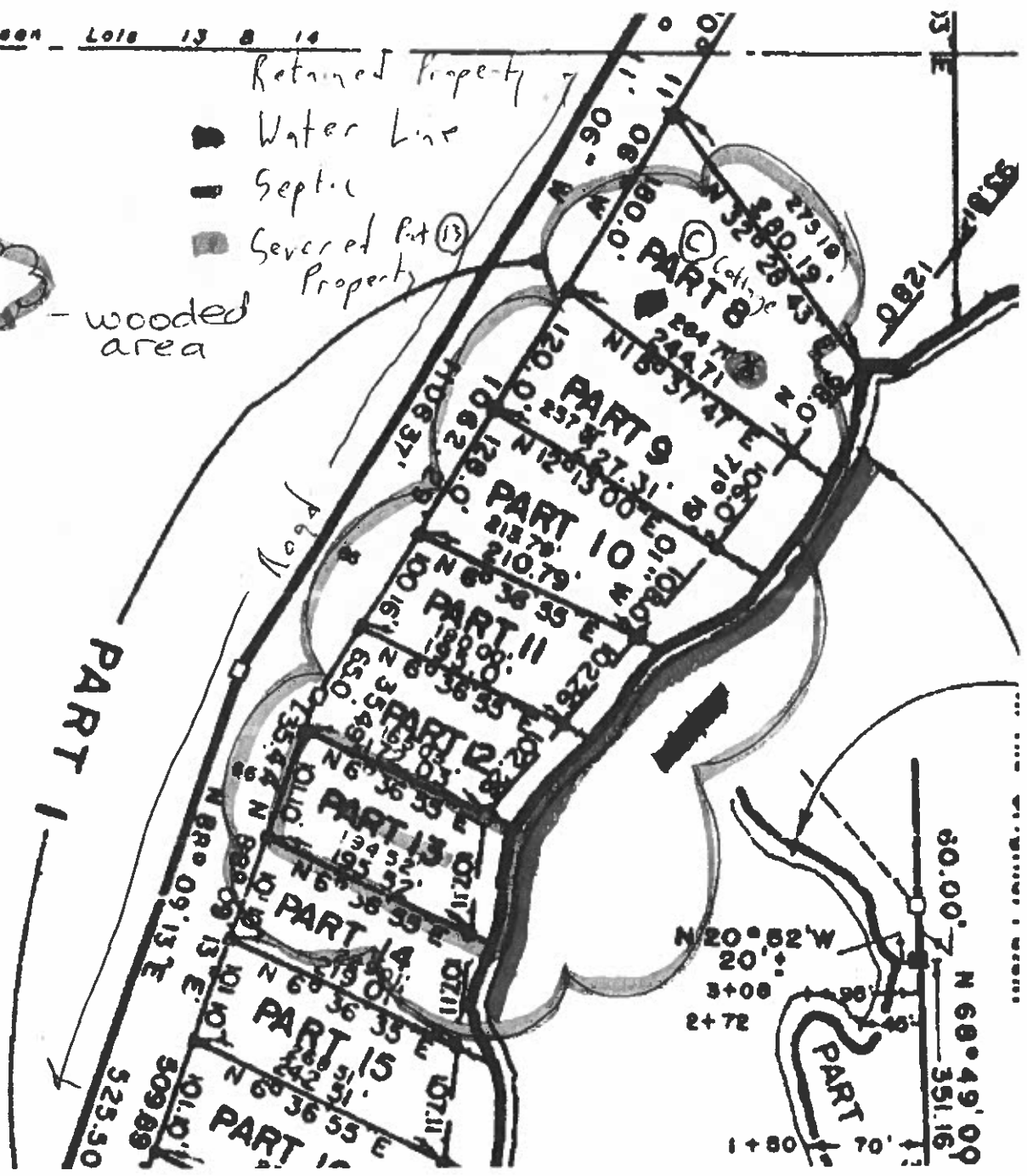
Retained Property

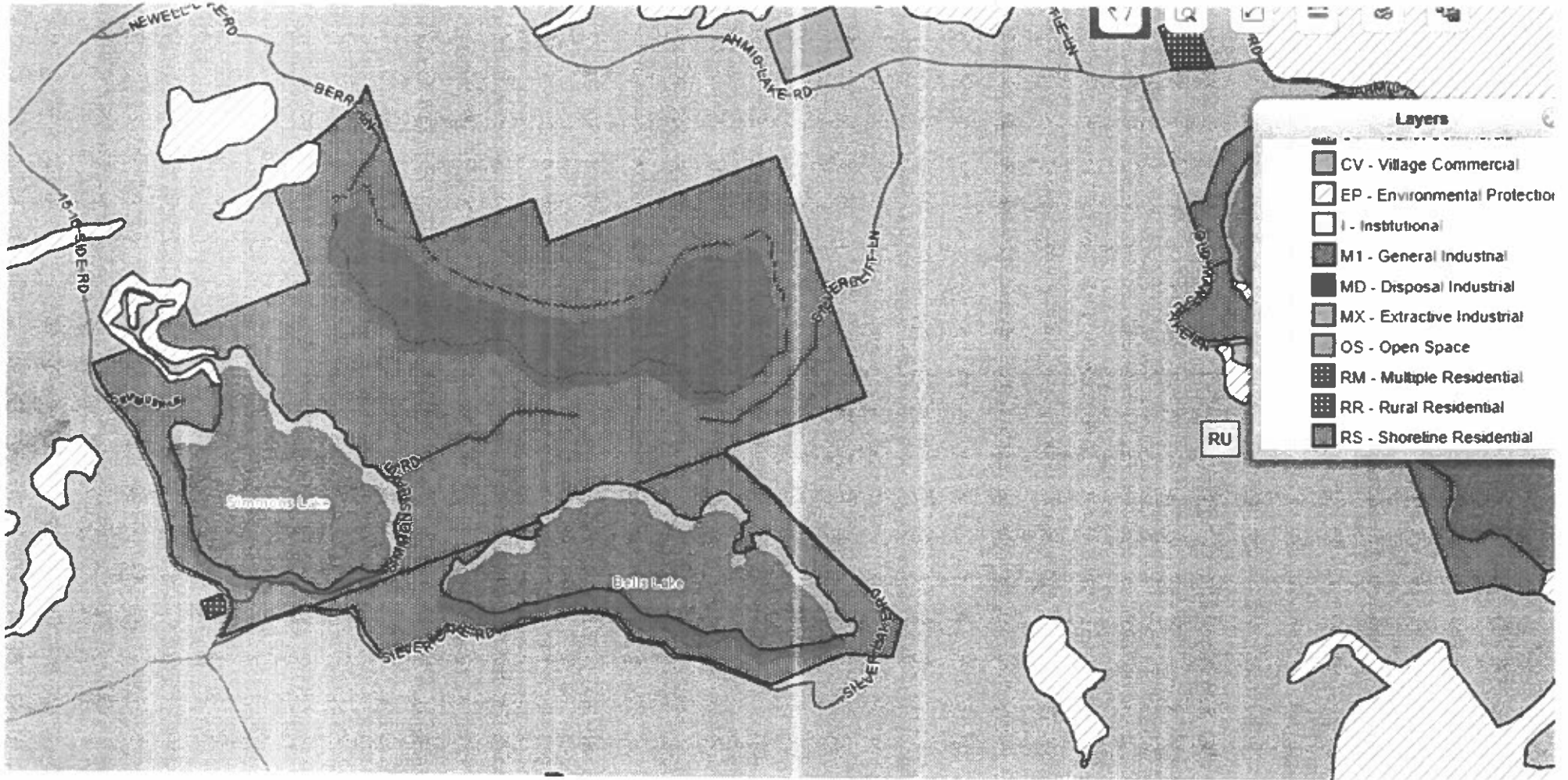
Water Line

Septic

Severed Pit (13)

wooded area





**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A LIMITED SERVICES AGREEMENT WITH THE OWNERS OF THE LANDS WILLIAM JAMES GREEN AND LYNN CHRISTINE GREEN - LEGALLY DESCRIBED AS CROFT CON 8 PT LOT 20 SUBJECT 42R-13694REM PART 2 SUBJECT TO A R.O.W IN THE MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS 121 TRAILS END LAND ROLL NUMBER 4944 030 00504500**

**WHEREAS** the owner of the lands legally described as Croft Con 8 Pt Lot 20, in the Municipality of Magnetawan applied for consent approval;

**AND WHEREAS** under 6.2 of the Municipality Official Plan states Council may permit the development of lands only where the owner enters into an agreement that acknowledges that municipal services to the lands may not be available to the lands and that the Municipality assumes no liability to provide services to the development;

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

1. That the Municipality of Magnetawan enter into a limited services agreement substantially in the form attached hereto.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August 2023.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

\_\_\_\_\_  
Mayor

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

**LIMITED SERVICE AND PRIVATE ROAD AGREEMENT**  
**THIS AGREEMENT** made in duplicate this 2<sup>nd</sup> day of August, 2023.

**BETWEEN:** WILLIAM JAMES AND LYNN CHRISTINE GREEN  
hereinafter called the "Owner(s)"  
**-and-**  
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN  
hereinafter call the "Municipality"

**WHEREAS** Section 51(26) of the Planning Act authorizes municipalities to enter agreements as a condition of approval of a consent;

**AND WHEREAS** the Central Almaguin Planning Board granted a consent for the lands owned by the Owner(s) CROFT CON 8 PT LOT 20 RP 42R 13694 REM PART 2 SUBJECT TO R.O.W, in the Municipality of Magnetawan;

**AND WHEREAS** the consent is approved provisionally including the requirement that the applicants enter into an agreement to provide for limited services to be registered on title;

**NOWHEREFORE, THIS AGREEMENT WITNESS THAT**, in the consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner(s)s, the receipt whereof is hereby acknowledged, the Owner(s) and the Municipality, covenant, declare and agree as follows:

**PART A – GENERAL**

1. The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are located in the Municipality and more particularly described in Schedule 'A' hereto.
2. This Agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the Planning Act, R.S.O. 1990, as amended, at the expense of the Owner(s).
3. This Agreement will not be amended or removed from the title of the subject lands except where agreed upon by the Municipality and the Owner(s).

**PART B – PURPOSE OF THE DEVELOPMENT**

5. The Owner(s) has applied for and received approval for a consent on lands located in CROFT CON 8 PT LOT 20 RP 42R 13694 REM PART 2 SUBJECT TO R.O.W that creates a new residential lot fronting upon Ahmic Lake and having access by means of a private road.

**PART C – PRIVATE ROAD ACCESS**

6. The Owner(s) hereby acknowledges and recognizes that the right-of-way is a privately owned road providing access to the subject lands.

7. The Owner(s) hereby covenants and agrees that the road is a private road.
8. The Owner(s) hereby recognizes and agrees that the Municipality is not responsible or liable for the non-repair of the private roads identified in paragraph 6 above.
9. The Owner(s) hereby understands that the Municipality may not be able to provide emergency services to the subject lands accessed by the private rights-of-way.
10. The Owner hereby acknowledges that access to the subject property is provided by a road which is not maintained year-round by the Municipality and therefore is not provided municipal services such as snowplowing, road maintenance, emergency services, garbage pick-up and school bussing, etc.

#### **PART D – LIMITED SERVICES**

11. The Owner(s) hereby recognizes that the Municipality will not be responsible for providing any services to the subject lands.
12. The Owner(s) recognizes that the subject lands will be serviced by private septic systems and individual water supplies at the sole expense of the Owner(s).
13. The Owner(s) recognizes that the Municipality will not be responsible for any services delivered to the subject lands including emergency services.

#### **PART E – ADMINISTRATION**

14. The Owner(s) covenants and agrees to indemnify the Municipality from all claims, costs and causes of action of any nature or kind whatsoever arising out of the consent application or any construction or works undertaken on the subject lands.
15. The Owner(s) acknowledges that this Agreement is entered into under the provisions of Section 51(26) of the Planning Act, R.S.O. 1990, as amended and that any expense of the Municipality arising out of the administration and enforcement of this Agreement may be recovered as taxes under Section 427 of the Municipal Act, S.O., 2001, c.25, as amended and further that the terms and conditions of this Agreement may be enforced under conditional building permits under the Building Code Act and regulations thereunder.
16. The Owner(s) and the Municipality acknowledge that the provisions of Section 67 of the Planning Act, R.S.O. 1990, as amended that provides that persons who contravene Section 51 and 52 of the Planning Act are liable on a first conviction to a fine of not more than twenty-five thousand dollars and on a subsequent conviction of not more than ten thousand dollars for each day or part thereof upon which the contravention has continued after the day in which the person was first convicted.
17. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.



18. This Agreement shall come into effect on the date of execution by the Municipality and the Owner(s).

**Part E – OTHER BY-LAWS, Etc.**

19. Nothing in this Agreement shall relieve the Owner from complying with all other applicable by-laws, laws or regulations of the Municipality or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the Municipality from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

**PART F – REGISTRATION OF AGREEMENT**

20. The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the subject lands, which registration shall be included as a legal expense to the Owner. The agreement shall remain on the title of the property and shall apply to any successors.

**PART G – INDEMNIFICATION FROM LIABILITY AND RELEASE**

21. The Owner covenants and agrees with the Municipality, on behalf of his/her, his/her successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

**PART H – DEFAULT**

22. The Owner acknowledges that the expenses of the Municipality arising out of the enforcement of this Agreement may be recovered as taxes under Section 427 of the Municipal Act, S.O., 2001, c.25, as amended.

**IN WITNESSETH WHEREOF** the Owner and the Municipality have caused their Corporate seals to be affixed over the signature of their respecting signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
WILLIAM JAMES GREEN

\_\_\_\_\_  
LYNN CHRISTINE GREEN

\_\_\_\_\_  
THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

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

\_\_\_\_\_  
CAO/Clerk  
Kerstin Vroom

THIS IS SCHEDULE 'A' TO A LIMITED SERVICE AND PRIVATE ROAD AGREEMENT  
WILLIAM JAMES GREEN\LYNN CHRISTINE GREEN AND  
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CROFT CON 8 PT LOT 20 RP 42R 13694 REM PART 2 SUBJECT TO R.O.W

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

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

**WHEREAS;** Council has received correspondence and required fees from Glen Whiteside and Jennifer Elen requesting the deeming together of Plan M433 Lot 9 PCL 19233 S/S and Plan M433 Lot 10 PCL 21222 S/S, Municipality known as 283 and 289 Holden Road;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan supports in principle the deeming together of Plan M433 Lot 9 PCL 19233 S/S and Plan M433 Lot 10 PCL 21222 S/S, Municipality known as 283 and 289 Holden Road in Magnetawan and directs staff to bring back the by-law for passing to a future Council meeting.

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

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

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

Recorded Vote

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

## Erica Kellogg

---

**From:** Melissa Markham <melissa@mmplanning.ca>  
**Sent:** June 16, 2023 1:18 PM  
**To:** Erica Kellogg  
**Cc:** Glenn Whiteside  
**Subject:** Deeming By-law Request - Holden Road (Whiteside) Lot 9 & 10 M-433  
**Attachments:** Plan of Survey and Site Plan.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Good Afternoon,

I am acting as the agent for the owner of Lots 9 and 10, Registered Plan M-433, Geographic Township of Chapman, Municipality of Magnetawan, Glenn Whiteside. The owner is applying to merge the lots together. The owner is copied on this email for your records.

Lot 9 is currently developed with a 2-storey dwelling with walk-out and attached garage, a gazebo, detached garage, two sheds, a dock and a boatport.

Lot 10 is currently developed with a sleeping cabin, shed and a dock.

There are no pending applications for plan of subdivision, consent, official plan amendment, rezoning or minor variance on either of the properties.

A copy of a plan of survey and site plan has been attached to this email.

Please let us know if any further information is required for this to be discussed by Council.

Regards,  
Melissa

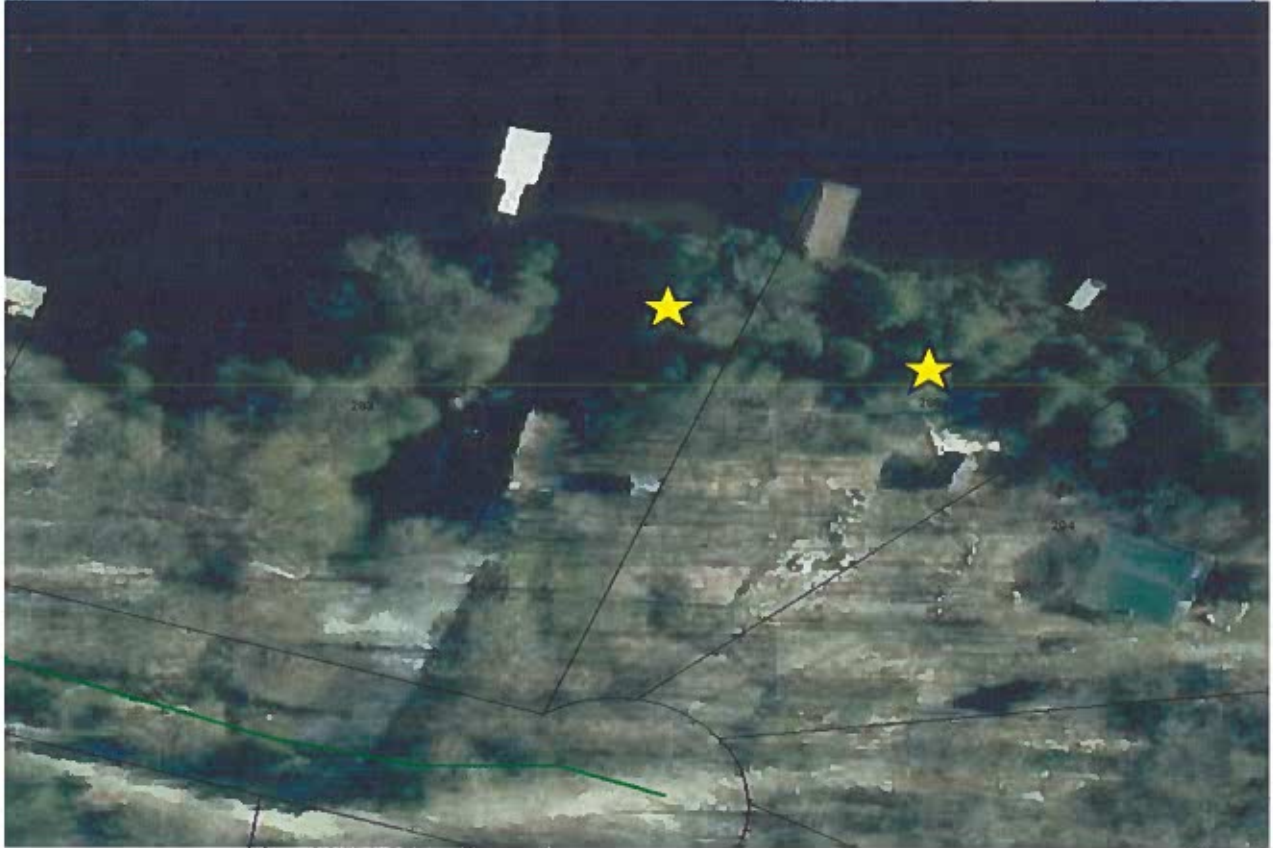
 **Melissa Markham, MCIP, RPP**  
Principal  
705 783 8217  
[www.mmplanning.ca](http://www.mmplanning.ca)





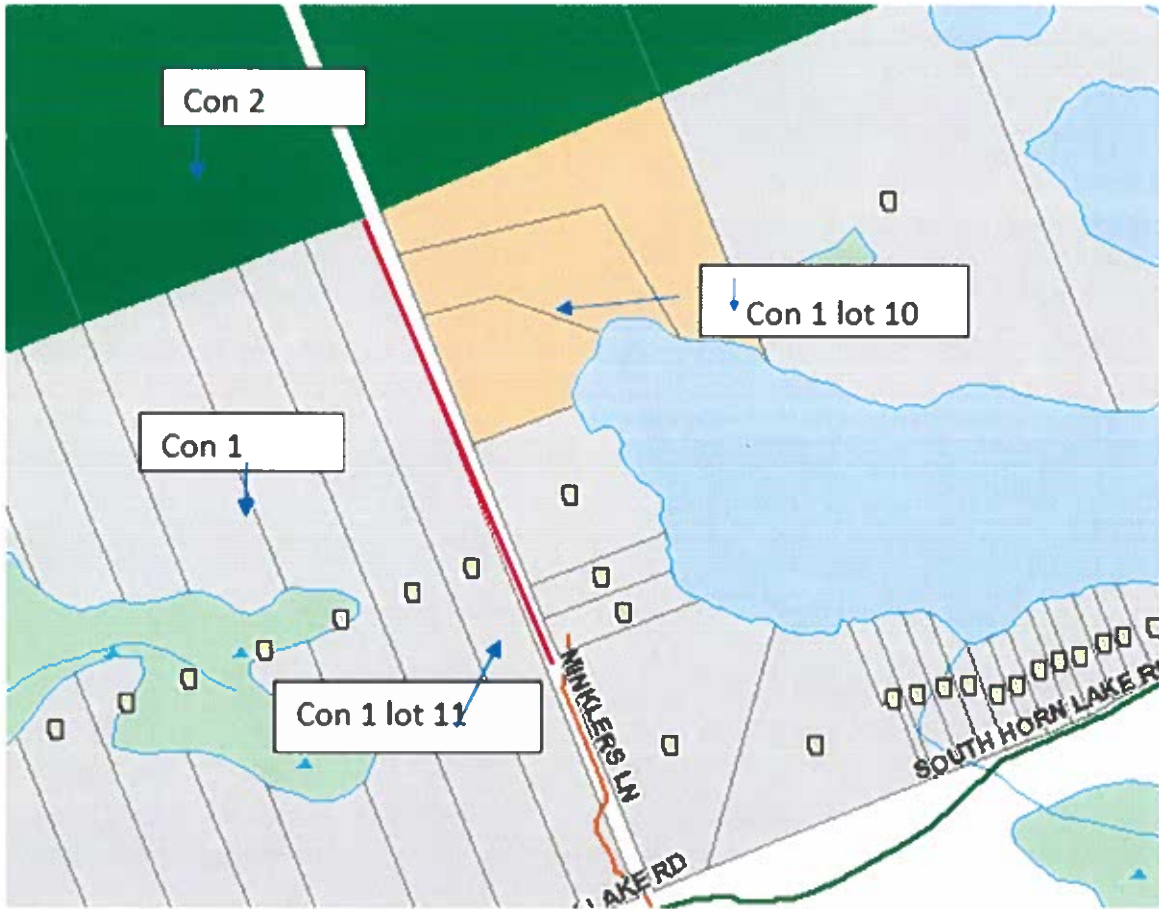


Whiteside Deeming Application – 283 and 289 Holden Road



3 agreements

Minkler's Lane – Road Use Agreements Bechtel/Brown/Woods





**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO ENTER INTO A ROAD USE AGREEMENT OVER UNOPENED ROAD ALLOWANCE  
BEYOND MINKLERS LANE (BROWN/ROSS 494401000106000)**

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**WHEREAS**, Section 27(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

**AND WHEREAS**, the Council of the Municipality of Magnetawan deems it desirable to enter into an Agreement to provide access over an unopened road allowance owned by the Municipality;

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

1. **THAT** the Municipality of Magnetawan enter into this agreement substantially in the form attached hereto as "This Agreement."
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. **THAT** this By-law shall come into force and effect on the date of its final passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August, 2023

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

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Mayor

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CAO/Clerk

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

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

- and -

**GLENN SAMUEL BROWN AND MOLLY REBECCA ROSS**

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

WHEREAS the Licensee is the registered owner of lands and premises more particularly described in Paragraph 1 of Schedule "A" attached hereto (thereinafter called the "Licensed Area");

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

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

AND WHEREAS direct access to the Licensed Area is from the open municipal public highway known as Minkler's Lane, which is only seasonally maintained by the Municipality;

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

1. LICENCE

The Municipality permits and consents the Licensee to maintain and make improvements upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".

This license is granted for the sole purpose of providing access to the Licensee's Lands for seasonal residential use.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and

save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission herein before granted and/or the exercise by the Licensee of such permission and/or the presence of the improvements or in any matter related thereto.

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

3. TERM, FEE AND PROPERTY TAXES

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

4. TERMINATION OF AGREEMENT

- a) This Agreement may be terminated by the Municipality:
  - 1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion; or
  - 2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- b) This Agreement will automatically terminate:
  - 1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;

- 2) upon the removal of the improvements and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS FROM SEASONALLY MAINTAINED PUBLIC HIGHWAY

- a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with public travel along the unopened road allowance.
- c) The Licensee acknowledges and agrees that:
  - 1) Access to the Licensed Area is from the seasonally maintained public highway known as Minkler's Lane;
  - 2) Minkler's Lane does not receive winter maintenance from the Municipality;
  - 3) Members of the public, including the Licenses, are not permitted to undertake any maintenance activities on an open public highway and specifically are not permitted to undertake any maintenance activities (e.g. snow ploughing) of Minkler's Lane to gain access to the Licensed Area or the Licensee's Land.

6. CONSTRUCT, REPAIR AND REMOVAL

- a) In consideration of the permission and consent hereby given, the Licensee:
  - a) shall, at its own expense, construct improvements within the Licensed Area;
  - b) shall not pave or otherwise hard surface the Licensed Area;
  - c) shall, at its own expense, obtain all required governmental approvals for the construction of the improvement's, including the submission, review and approval of a work plan for the Licensed Area;
  - d) shall, at its own expense, keep and maintain the Licensed Area in a safe condition during the currency of this License.
  - e) shall, upon termination of this Agreement, forthwith remove improvements, repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor (if necessary) for such purposes and the cost thereof.
- c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain the Licensed Area in a safe condition, or to repair or remove the improvements as required by the Agreement , the Municipality may alter, repair or remove the same

at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. INSURANCE CERTIFICATE AND POLICY

- a) Policy of Insurance - The Licensee shall lodge with the Municipality, prior to the execution of the Agreement by the Municipality (and prior to February 1<sup>st</sup> of each calendar year), an insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder, during the occupation of and/or construction of the improvements upon the Licensed Area.
- b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000 inclusive comprehensive general liability and such policy shall:
  - 1) include a cross-liability clause;
  - 2) include product/completed operation coverage;
  - 3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
  - 4) include the Corporation of the Municipality of Magnetawan as an additional insured;
  - 5) include a provision that the insurance company agrees to notify the Municipality fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified above is in effect. The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.
- d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.
- e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

8. DEPOSITS

The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule "B", prior to the date of the execution of this Agreement by the Municipality.

9. Without limiting the generality of Section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this agreement, exceeds the deposit, the Licensee shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this agreement.

10. EXPENSES TO BE PAID BY THE LICENSEE

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

11. LICENCE NON-TRANSFERABLE

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

12. NOTICE

For the purpose of This Agreement, notice may be given to the Licensee by prepaid registered mail to the address as noted under the signature line and such notice shall be deemed to have been given and received on the fifth day after mailing.

13. ESTOPPEL OF LICENSEE

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

14. ERECTION OF WARNING SIGNS

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

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

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

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

By the Municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN

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

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

By the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Matthew Philip Woods

\_\_\_\_\_  
Samantha Woods

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "A"

1. Licensee's Lands

Chapman Con 1 PT Lot 10 Plan RP 42R 22119 Part 1

2. Municipality's Lands

Road Allowance Between Lot 10 and Lot 11, Con. 1 Chapman: Road Allowance Between Lot 10 and Lot 11, Con 2. Chapman being all of the lands described in P.I.N 52079-0472.

3. Licensed Area

That portion of the Road Allowance Between Lot 10 and Lot 11. Con 1, Chapman located between the end of the seasonally maintained public highway thereon (known as Minkler's Lane) and the line dividing Concession 1 and Concession 2, Chapman.

DRAFT



THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

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

\$1000.

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO ENTER INTO A ROAD USE AGREEMENT OVER UNOPENED ROAD ALLOWANCE  
BEYOND MINKLERS LANE (BECHTEL 494401000106003)**

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**WHEREAS**, Section 27(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

**AND WHEREAS**, the Council of the Municipality of Magnetawan deems it desirable to enter into an Agreement to provide access over an unopened road allowance owned by the Municipality;

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

1. **THAT** the Municipality of Magnetawan enter into this agreement substantially in the form attached hereto as "This Agreement."
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. **THAT** this By-law shall come into force and effect on the date of its final passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August, 2023

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

---

CAO/Clerk

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

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

- and -

**DARREN CHADWICK BECHTEL AND ANGELA ERIN BECHTEL**

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

WHEREAS the Licensee is the registered owner of lands and premises more particularly described in Paragraph 1 of Schedule "A" attached hereto (thereinafter called the "Licensed Area");

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

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

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This license is granted for the sole purpose of providing access to the Licensee's Lands for seasonal residential use.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and

save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission herein before granted and/or the exercise by the Licensee of such permission and/or the presence of the improvements or in any matter related thereto.

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

3. TERM, FEE AND PROPERTY TAXES

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

4. TERMINATION OF AGREEMENT

- a) This Agreement may be terminated by the Municipality:
  - 1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality’s sole discretion; or
  - 2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- b) This Agreement will automatically terminate:
  - 1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;

- 2) upon the removal of the improvements and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS FROM SEASONALLY MAINTAINED PUBLIC HIGHWAY

- a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with public travel along the unopened road allowance.
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  - 2) Minkler's Lane does not receive winter maintenance from the Municipality;
  - 3) Members of the public, including the Licenses, are not permitted to undertake any maintenance activities on an open public highway and specifically are not permitted to undertake any maintenance activities (e.g. snow ploughing) of Minkler's Lane to gain access to the Licensed Area or the Licensee's Land.

6. CONSTRUCT, REPAIR AND REMOVAL

- a) In consideration of the permission and consent hereby given, the Licensee:
  - a) shall, at its own expense, construct improvements within the Licensed Area;
  - b) shall not pave or otherwise hard surface the Licensed Area;
  - c) shall, at its own expense, obtain all required governmental approvals for the construction of the improvement's, including the submission, review and approval of a work plan for the Licensed Area;
  - d) shall, at its own expense, keep and maintain the Licensed Area in a safe condition during the currency of this License.
  - e) shall, upon termination of this Agreement, forthwith remove improvements, repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor (if necessary) for such purposes and the cost thereof.
- c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain the Licensed Area in a safe condition, or to repair or remove the improvements as required by the Agreement , the Municipality may alter, repair or remove the same

at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. INSURANCE CERTIFICATE AND POLICY

- a) Policy of Insurance - The Licensee shall lodge with the Municipality, prior to the execution of the Agreement by the Municipality (and prior to February 1<sup>st</sup> of each calendar year), an insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder, during the occupation of and/or construction of the improvements upon the Licensed Area.
- b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000 inclusive comprehensive general liability and such policy shall:
  - 1) include a cross-liability clause;
  - 2) include product/completed operation coverage;
  - 3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
  - 4) include the Corporation of the Municipality of Magnetawan as an additional insured;
  - 5) include a provision that the insurance company agrees to notify the Municipality fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified above is in effect. The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.
- d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.
- e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

8. DEPOSITS

The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule "B", prior to the date of the execution of this Agreement by the Municipality.

9. Without limiting the generality of Section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this agreement, exceeds the deposit, the Licensee shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this agreement.

10. EXPENSES TO BE PAID BY THE LICENSEE

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

11. LICENCE NON-TRANSFERABLE

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

12. NOTICE

For the purpose of This Agreement, notice may be given to the Licensee by prepaid registered mail to the address as noted under the signature line and such notice shall be deemed to have been given and received on the fifth day after mailing.

13. ESTOPPEL OF LICENSEE

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

14. ERECTION OF WARNING SIGNS

The Licensee shall erect signs at the approach of the unopened road allowance which read as

follows:

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

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

By the Municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN

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

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

By the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Darren Chadwick Bechtel

\_\_\_\_\_  
Angela Erin Bechtel



THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "A"

1. Licensee's Lands

Chapman Con 1 PT Lot 10 RP 42R 22119 Part 3

2. Municipality's Lands

Road Allowance Between Lot 10 and Lot 11, Con. 1 Chapman: Road Allowance Between Lot 10 and Lot 11, Con 2. Chapman being all of the lands described in P.I.N 52079-0472.

3. Licensed Area

That portion of the Road Allowance Between Lot 10 and Lot 11. Con 1, Chapman located between the end of the seasonally maintained public highway thereon (known as Minkler's Lane) and the line dividing Concession 1 and Concession 2, Chapman.

DRAFT

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

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

\$1000.

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO ENTER INTO A ROAD USE AGREEMENT OVER UNOPENED ROAD ALLOWANCE BEYOND MINKLERS LANE (WOODS 494401000106002)**

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**WHEREAS**, Section 27(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

**AND WHEREAS**, the Council of the Municipality of Magnetawan deems it desirable to enter into an Agreement to provide access over an unopened road allowance owned by the Municipality;

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

1. **THAT** the Municipality of Magnetawan enter into this agreement substantially in the form attached hereto as "This Agreement."
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. **THAT** this By-law shall come into force and effect on the date of its final passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August, 2023

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

---

Mayor

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CAO/Clerk

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

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

- and -

**MATTHEW PHILIP WOODS AND SAMANTHA WOODS**

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

WHEREAS the Licensee is the registered owner of lands and premises more particularly described in Paragraph 1 of Schedule "A" attached hereto (thereinafter called the "Licensed Area");

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

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

AND WHEREAS direct access to the Licensed Area is from the open municipal public highway known as Minkler's Lane, which is only seasonally maintained by the Municipality;

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

1. LICENCE

The Municipality permits and consents the Licensee to maintain and make improvements upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".

This license is granted for the sole purpose of providing access to the Licensee's Lands for seasonal residential use.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and

save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission herein before granted and/or the exercise by the Licensee of such permission and/or the presence of the improvements or in any matter related thereto.

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

3. TERM, FEE AND PROPERTY TAXES

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

4. TERMINATION OF AGREEMENT

- a) This Agreement may be terminated by the Municipality:
  - 1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality’s sole discretion; or
  - 2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- b) This Agreement will automatically terminate:
  - 1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;

- 2) upon the removal of the improvements and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS FROM SEASONALLY MAINTAINED PUBLIC HIGHWAY

- a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with public travel along the unopened road allowance.
- c) The Licensee acknowledges and agrees that:
  - 1) Access to the Licensed Area is from the seasonally maintained public highway known as Minkler's Lane;
  - 2) Minkler's Lane does not receive winter maintenance from the Municipality;
  - 3) Members of the public, including the Licensees, are not permitted to undertake any maintenance activities on an open public highway and specifically are not permitted to undertake any maintenance activities (e.g. snow ploughing) of Minkler's Lane to gain access to the Licensed Area or the Licensee's Land.

6. CONSTRUCT, REPAIR AND REMOVAL

- a) In consideration of the permission and consent hereby given, the Licensee:
  - a) shall, at its own expense, construct improvements within the Licensed Area;
  - b) shall not pave or otherwise hard surface the Licensed Area;
  - c) shall, at its own expense, obtain all required governmental approvals for the construction of the improvement's, including the submission, review and approval of a work plan for the Licensed Area;
  - d) shall, at its own expense, keep and maintain the Licensed Area in a safe condition during the currency of this License.
  - e) shall, upon termination of this Agreement, forthwith remove improvements, repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor (if necessary) for such purposes and the cost thereof.
- c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain the Licensed Area in a safe condition, or to repair or remove the improvements as required by the Agreement, the Municipality may alter, repair or remove the same

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

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

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

By the Municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN

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

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

By the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Matthew Philip Woods

\_\_\_\_\_  
Samantha Woods

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "A"

1. Licensee's Lands

Chapman Con 1 PT Lot 10 Plan RP 42R 22119 Part 2

2. Municipality's Lands

Road Allowance Between Lot 10 and Lot 11, Con. 1 Chapman: Road Allowance Between Lot 10 and Lot 11, Con 2. Chapman being all of the lands described in P.I.N 52079-0472.

3. Licensed Area

That portion of the Road Allowance Between Lot 10 and Lot 11. Con 1, Chapman located between the end of the seasonally maintained public highway thereon (known as Minkler's Lane) and the line dividing Concession 1 and Concession 2, Chapman.

DRAFT



THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

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

\$1000.

July 20, 2023

The Honourable Sean Fraser  
Minister of Immigration, Refugees & Citizenship Canada  
362 Laurier Avenue West  
Ottawa, ON. K1A 1L1

**Re: Permanent Implementation of the Rural and Northern Immigration Pilot**

Dear Minister Fraser:

The Rural and Northern Immigration Pilot (RNIP) Project launched by your government has provided a path to permanent residence for skilled foreign workers who want to live in small communities. This pilot is achieving the goal of enabling smaller rural and northern communities like the Municipality of Magnetawan to enhance our economic, social and diverse demographic. I am pleased to submit this letter of appeal for the RNIP to become a permanent program.

Since the inception of the project, this pilot has recommended over 400 newcomers to the region and has proven to be very successful in helping businesses fill key roles and address labour shortages. Immigration and newcomer attraction continue to be strategic priorities for our community, and we recognize the value of a diverse workforce.

Establishing a permanent program will help address ongoing labour shortage challenges as we continue to implement a community-based response to attraction, recruitment, and retention.

Thank you for your consideration of this appeal.

Sincerely

Sam Dunnett  
Mayor

## Laura Brandt

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**Subject:** FW: Letter of Support for Permanency of the Rural & Northern Immigration Pilot  
**Attachments:** ACED Support for RNIP.pdf; RNIP EDO Letter Template.docx

**From:** Dave Gray <[director@explorealmaguin.ca](mailto:director@explorealmaguin.ca)>  
**Sent:** Monday, July 17, 2023 3:06 PM  
**To:** Margaret Ann MacPhail <[margaretann.macphail@townshipofperry.ca](mailto:margaretann.macphail@townshipofperry.ca)>; Beth Morton <[beth.morton@townshipofperry.ca](mailto:beth.morton@townshipofperry.ca)>; John Theriault <[clerk@armourtownship.ca](mailto:clerk@armourtownship.ca)>; Wendy Whitwell Council <[wwhitwell@armourtownship.ca](mailto:wwhitwell@armourtownship.ca)>; Mayor Rod Ward <[rward@armourtownship.ca](mailto:rward@armourtownship.ca)>; Chris Hope <[crhope2013@gmail.com](mailto:crhope2013@gmail.com)>; Nicky Kunkel <[clerk@burksfalls.ca](mailto:clerk@burksfalls.ca)>; Dan Robertson <[dan@valhallahomeimprovements.ca](mailto:dan@valhallahomeimprovements.ca)>; Judy Kosowan <[Clerk@ryersontownship.ca](mailto:Clerk@ryersontownship.ca)>; Tim Bryson <[timbryson@timbrysonforestry.com](mailto:timbryson@timbrysonforestry.com)>; Caitlin Haggart <[clerk@Strongtownship.com](mailto:clerk@Strongtownship.com)>; Nancy Austin <[naustin@sundridge.ca](mailto:naustin@sundridge.ca)>; 'Justine Leveque' <[jleveque@sundridge.ca](mailto:jleveque@sundridge.ca)>; Chris Nicholson <[chrisnicholson@townshipofjoly.com](mailto:chrisnicholson@townshipofjoly.com)>; Erica Kellogg <[ekellogg@magnetawan.com](mailto:ekellogg@magnetawan.com)>; Katey Brimacombe <[office@townshipofjoly.com](mailto:office@townshipofjoly.com)>; [hpateman@me.com](mailto:hpateman@me.com); Vicky Roeder-Martin <[vroedermartin@gmail.com](mailto:vroedermartin@gmail.com)>; [encausticartist23@gmail.com](mailto:encausticartist23@gmail.com); Don McArthur <[clerk@southriver.ca](mailto:clerk@southriver.ca)>; 'Begin, Ron (FEDNOR)' <[ron.begin@FedNor.gc.ca](mailto:ron.begin@FedNor.gc.ca)>; Porter, Trista (NDMNR) <[trista.porter@ontario.ca](mailto:trista.porter@ontario.ca)>; 'Luke Preston' <[luke@explorersedge.ca](mailto:luke@explorersedge.ca)>; Jennifer Farquhar <[jennifer.farquhar@freedom55financial.com](mailto:jennifer.farquhar@freedom55financial.com)>; 'Sheri Norman' <[sheri.norman@icloud.com](mailto:sheri.norman@icloud.com)>  
**Cc:** 'Erica Cole' <[info@townshipofperry.ca](mailto:info@townshipofperry.ca)>; 'Courtney Metcalf' <[edo@explorealmaguin.ca](mailto:edo@explorealmaguin.ca)>; [Marketing@explorealmaguin.ca](mailto:Marketing@explorealmaguin.ca)  
**Subject:** FW: Letter of Support for Permanency of the Rural & Northern Immigration Pilot

Good afternoon all,

I am forwarding on the email and sample letter attached per Donna's request. As many of you know, Courtney has been participating on the application review team for the Rural Northern Immigration Pilot since January, during which time, several Almaguin businesses have benefitted from the program.

Donna has put out a call for partners and municipalities to declare their support for an appeal to the Ministry of Labour to continue the program after its scheduled end in 2024. Also as a note, the Southern border of RNIP is located at the South end of Burk's Falls. I would recommend that all councils and the Chamber of Commerce consider declaring their support for this appeal. The deadline for the appeal is July 31 although she has mentioned that she will still accept letters after that point if necessary.

Thanks,

### Dave Gray, Ec.D.

Director of Economic Development  
Almaguin Community Economic Development  
(705)571-1564 | [Director@ExploreAlmaguin.ca](mailto:Director@ExploreAlmaguin.ca)



**From:** Donna Backer <[donna@nbdcc.ca](mailto:donna@nbdcc.ca)>

**Sent:** July 17, 2023 11:44 AM

**To:** [director@investalmaguin.ca](mailto:director@investalmaguin.ca); [EDO@investalmaguin.ca](mailto:EDO@investalmaguin.ca)

**Subject:** Letter of Support for Permanency of the Rural & Northern Immigration Pilot

Hello David and Courtney,

Hope you are doing well today.

As the proponent of the North Bay & Area Rural and Northern Immigration Pilot (RNIP), the North Bay & District Chamber of Commerce is proud to deliver this community-based program designed to spread the benefits of economic immigration to smaller communities. This successful pilot will be ending in 2024 and as a community within our boundary, I am reaching out to request letters of support from Economic Development Offices as well as municipal councils to endorse the permanency of the Rural and Northern immigration Pilot for Canada.

As the voice of business in the region, we have heard first-hand the significant positive impacts this pilot has had in mitigating some skilled labour shortages felt by our local business community across a range of sectors. North Bay & Area RNIP has over 150 participating employers, has made close to 350 community recommendations of newcomers to the area, with 129 receiving permanent residency and 85 additional dependants. These individuals have not only assisted with filling labour shortages but have become and continue to be contributing members of the local economy and created diverse and inclusive communities.

North Bay and Area have many opportunities for newcomers to make roots, live comfortably and contribute to society. Establishing a permanent RNIP program will address the labour and population shortages of our communities and allow a community-based response to attraction, recruitment, and retention.

I will be gathering our letters of support from respective EDOs, municipalities, candidates, employers and preparing a package to be presented to MP Anthony Rota in August. I have attached for you a sample template letter that you can apply to your letterhead and update with your information. If you are able to provide your letter back to me by Monday July 31, 2023, I'd greatly appreciate it.

Should you have any questions about this endorsement, feel free to reach out to me. Sincere thanks for your consideration of this request.

Best regards,

Donna



**Donna Backer**  
President & CEO

**Phone:** 705-472-8480 ext 224

**Mobile:** 705-303-2835

**Email:** [donna@nbdcc.ca](mailto:donna@nbdcc.ca)

205 Main Street East  
North Bay, ON. P1B 1B2

[www.nbdcc.ca](http://www.nbdcc.ca)



July 17, 2023

**The Honourable Sean Fraser**  
Minister of Immigration, Refugees & Citizenship Canada  
362 Laurier Avenue West  
Ottawa, ON. K1A 1L1

**Re: Permanent Implementation of the Rural and Northern Immigration Pilot**

Dear Minister Fraser,

The Rural and Northern Immigration Pilot (RNIP) Project launched by your government has provided a path to permanent residence for skilled foreign workers who want to live in small communities. This pilot is achieving the goal of enabling smaller rural and northern communities, such as those found in the East Parry Sound District (colloquially known as the Almaguin Highlands), to enhance our economic, social, and diverse demographic. I am pleased to submit this letter of appeal for the RNIP to become a permanent program.

Almaguin Community Economic Development (or ACED) represents a regional economic development services partnership between eight municipalities in the Almaguin Highlands and the Almaguin Highlands Chamber of Commerce. ACED is guided in part by the [Almaguin Highlands Regional Economic Development Strategic Plan \(2018\)](#) which was created to align the economic development objectives of all ACED partners. One of the strategic recommendations in the plan was for community partners to "enhance the skilled workforce" within the region with specific direction to attract the immigration of skilled works to the region (reference P.35). It is our observation that the RNIP project plays a critical role in helping the region achieve this objective.

Since the inception of the project, this pilot has recommended over 400 newcomers to the region and has proven to be very successful in helping businesses fill key roles and address labour shortages. Immigration and newcomer attraction continue to be strategic priorities for our community, and we recognize the value of a diverse workforce.

Establishing a permanent program will help address ongoing labour shortage challenges as we continue to implement a community-based response to attraction, recruitment, and retention.

Thank you for your consideration of this appeal.

Sincerely,



David Gray, Ec.D.  
Director of Economic Development  
Almaguin Community Economic Development  
(705) 571-1564 | Director@ExploreAlmaguin.ca

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

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

**WHEREAS** the Council of the Municipality of Magnetawan receives the correspondence Muskoka Algonquin Health Care Hospital Share Contribution for the Huntsville and Bracebridge Hospital builds;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan directs Staff to for the term of this Council, with the exception of 2023 where the funds will be taken from the 2022 surplus, to budget

\$.....

per year for this initiative;

**AND FURTHER** that the funds are to be set aside in a dedicated account and it will be noted as a special area rate on ratepayers tax notices to ensure that ratepayers are aware of the tax rate increase required for funding.

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			

**Laura Brandt**

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**Subject:** FW: MAHC Hospital Local Share Update

**From:** Mayor Rod Ward <[rward@armourtownship.ca](mailto:rward@armourtownship.ca)>

**Sent:** Wednesday, June 14, 2023 11:03 AM

Good day, folks...hope everyone is enjoying a good week!

I wanted to provide an update on the activities and current status of the Muskoka Algonquin Health Care (MAHC) Local Share commitments, following our most recent meeting on Monday (June 12). The meeting included all municipalities in Muskoka, the District of Muskoka, MAHC leadership, the two hospital Foundations (Huntsville and South Muskoka) and the Almaguin Highlands.

Summary of our current state:

- Progress toward the overall goal of \$225-million for the Local Share (across all groups listed above) was moving along swiftly leading into our previous meeting in mid April...progress has now stalled;
- At this point, we still remain \$30-35-million below the target, and even the funds 'committed' to thus far can only be considered as "tentative" as many have not received Council approvals;
- Huntsville and Bracebridge have committed to bringing their numbers up but this will not be nearly enough to cover shortfall (note that they are already contributing via the District and the assumption was they would commit additional funds based on the direct economic benefit for their communities);
- As a reminder, the original target for the entire Almaguin region was set at \$12-million over 12 years - 80% (\$9.5-million) toward the MAHC build and 20% (\$2.5-million) for healthcare services directly in Almaguin;
- To date, we can only report that we have "tentative" commitments (most only year-at-a-time at this point, projected out over 12 years in hopes we can maintain that target) of \$3.34-million in total (estimate \$2.64-million toward MAHC build and \$700,000 for Almaguin directly) - In other words, there is still a long way to go;
- MAHC continues to work back on the original project estimates to see if there is more 'room', however, it is unlikely that this would be enough to fully close the gap;
- MAHC is in the midst of pulling together the strategy and 'branding' for how healthcare services will be delivered as part of the overall build project. We have made it very clear that the Almaguin region needs to be part of the overall 'build' and that services need to be located in our region...it's a pretty tough sell to ask for funds when there is nothing tangible for our citizens to see. We continue to push this point and they are making this part of the overall strategy. This implicates not just Almaguin but any of the locations outside the centres of Huntsville and Bracebridge.

It was determined at Monday's meeting that MAHC will have to make a decision on moving forward on the build by mid-to-late September. It is not reasonable to keep paying consultants up until the end of the year if there is no chance of meeting the full \$225-million Local Share. While we are more than 80% of the way there (again, understanding that even these commitments are somewhat tenuous) there is concern around the fact that things have stalled...and \$35-million is still a huge hill to climb.

For our region, we need to consider the full implications if the MAHC build does not go through. Some that come to mind:

- A "cancelled" hospital build project would be extremely high-profile - the potential for developers or businesses who may have been looking north of Barrie to invest to get spooked would be real and could have immediate impact;



- Healthcare providers (whether those working in the hospital locations now, or those providing services in our communities today, or healthcare providers thinking of locating in our region in the future) may start to second-guess;
- The impact of degraded hospital service for our residents would be pretty immediate;
- The chance that the province would look to our area for major healthcare investment in the future would certainly be diminished (given a perceived lack of commitment).

Not intending to be harsh, these are just some of the realities we may have to face if the build project is halted due to lack of ability to meet the Local Share commitment. We still remain optimistic but we also need to recognize that MAHC can only take so much risk around pushing forward if the overall financial commitment is uncertain. There has been no movement from the province in terms of softening their stance on the actual amount of the Local Share (given comparisons between hospital projects in southern Ontario versus the north). The required commitment seems unlikely to change.

As always, please reach out if you have any questions.

Rod

**Rod Ward - Mayor**  
**Township of Armour**  
**PO Box 533, 56 Ontario Street**  
**Burk's Falls, Ontario P0A 1C0**  
**Office: 705-382-3332...**  
**Direct: 705-380-7177 or 705-380-7654 (cell)**  
**Email: [rward@armourtownship.ca](mailto:rward@armourtownship.ca)**  
**Website: [www.armourtownship.ca](http://www.armourtownship.ca)**



**MIS MUNICIPAL**  
**INSURANCE SERVICES**  
A DIVISION OF McDOUGALL INSURANCE BROKERS



**Municipal Insurance Renewal  
Proposal for The Corporation  
of the Municipality of Magnetawan**

July 17, 2023

Presented by:  
**Timothy Hutchison, President**  
MIS Municipal Insurance Services  
A division of McDougall Insurance Brokers Ltd.  
In Partnership with  
Public Sector Division  
Marsh Canada Inc.

This presentation is a condensed report of your insurance coverage. Nothing herein alters the terms, conditions and exclusions contained in the printed insurance contract.

## Renewal Summary and Potential Premium Savings

As presented, the renewal is up 16% over the expiring term and the increase is driven by market conditions and amended property values to keep pace with inflation.

Importantly, our liability insurer is offering two different multi-year rate agreements which will provide additional premium savings this year, and in the future. Under the attached proposal, the premium associated with the liability coverage is \$117,675. The insurer has provided options for a 2 year Long Term Agreement (LTA) and a 3 year LTA. The two options are outlined below:

1. 2 Year LTA offering an immediate savings on the 2023 premium:
  - a. 2023 premium +15% - \$108,261
  - b. 2024 premium +15% - \$124,500
  
2. 3 Year LTA also offering an immediate savings on the 2023 premium:
  - a. 2023 premium +15% - \$108,261
  - b. 2024 premium + 10% - \$119,087
  - c. 2025 premium +5% - \$125,041

Both options provide an immediate premium savings over the proposed program. Moving forward with either option will bring the annual premium increase down to 11.6% for this year, and lock in additional savings for the following year(s).

## Important – Please Note The Following

### **Duty of Disclosure**

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favourable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

### **Payment Terms**

Premiums are due and payable on receipt of a Marsh invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

### **Period of Validity of Quote**

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

### **Breach of Warranty or Subjectivity**

If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

### **Underinsurance**

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

### **Underwriting / Binding Authority**

Certain portions of this quotation of cover have been provided by Marsh Canada Limited acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. Marsh Canada Limited is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where Marsh

Canada Limited does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the Insurer and confirmation of coverage is subsequently received by Marsh Canada Limited from the Insurer.

### **Material Changes From Expiring Policy**

You should carefully note any items identified in the "Changes from Expiry" section under each coverage as they represent material changes in cover from your previous policy.

### **RISK AND CLAIMS INFORMATION**

This proposal has been based on the risk and claims information provided and/or verified by you to Marsh Canada Limited. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

### **TAXES PAYABLE BY INSUREDS**

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by Marsh Canada Limited in addition to the premiums quoted:

Provincial Sales Tax

## Canadian Councils Liability

<b>Limits of Liability:</b>	\$ 5,000,000	General Liability, including Sudden and Accidental Pollution any one Occurrence
	\$ 5,000,000	and in the Annual Aggregate for Products and Completed Operations during the Policy Period
<b>Extensions of Coverages:</b>	\$ 5,000,000	Employers' Liability; any one Claim
	\$ 5,000,000	Tenant Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefit Liability; any one Claim
	\$ 5,000,000	*Incidental Medical Malpractice; any one Claim Retroactive Date: November 15, 1993
	\$ 50,000	Voluntary Medical Payments; any one Claim and in the Annual Aggregate during the Policy Period
	\$ 2,000,000	Forest Fire Fighting Expense; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 50,000	Voluntary Payment for Property Damage; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 250,000	Incidental Garage Operations; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 100,000	Municipal Marina Legal Liability; any one Pleasure Craft
	\$ 1,000,000	Municipal Marina Legal Liability; in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	\$ 500,000	Wrongful Dismissal (Legal Expense); any one Claim and in the Annual Aggregate during the Policy Period
	\$ 100,000	Conflict of Interest Reimbursement Expenses; any one Claim
	\$ 100,000	Legal Expense, Reimbursement Expenses; any one Claim and
	\$ 500,000	Legal Expense, Reimbursement Expenses; in the Annual Aggregate during the Policy Period
	\$ 5,000,000	Non-Owned Automobile (including Contractual Liability for Hired Automobiles); any one Occurrence
	\$ 250,000	Legal Liability for Damage to Hired Automobiles; any one Occurrence
	\$ 5,000,000	Wrap-Up Liability – Difference in Conditions and Difference in Limits; any one Occurrence
	<b>Endorsements:</b>	\$ 5,000,000
\$ 2,500,000		*Environmental Impairment Liability; any one Claim and

	\$ 5,000,000	Environmental Impairment Liability; in the Annual Aggregate during the Policy Period Retroactive Date: Unlimited
	\$ 250,000	*Abuse / Molestation Liability; any one Claim and
	\$ 500,000	Abuse / Molestation Liability; in the Annual Aggregate during the Policy Period Retroactive Date: June 30, 2008
		Voluntary Compensation; As per Endorsement No. 4 – Schedule of Benefits
	\$ 5,000,000	Police Officer Assault; any one Occurrence
<b>Deductible(s):</b>	\$ 25,000	Public Entity General Liability; any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period, per Claimant in respect of Sewer Back-up
	\$ 25,000	Extensions of Coverage; per Occurrence / per Claimant for all Extensions of Coverage except;
	\$ 1,000	Extensions of Coverage; with respect to Legal Liability for Damage to Hired Autos
	\$ 25,000	Extensions of Coverage; with respect to Wrongful Dismissal (Legal Expense)
	\$ 50,000	Municipal Errors and Omissions Liability; any one Occurrence
	\$ 25,000	Environmental Impairment Liability; any one Claim
	\$ 25,000	Abuse / Molestation Liability; any one Claim
	\$ 25,000	Police Officer Assault; any one Occurrence
<b>* Claims Made Coverage Note:</b>		Certain sections of this policy are written on a <b>CLAIMS MADE</b> basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.
<b>Endorsements:</b>		*Communicable Disease Exclusion Endorsement including \$1,000,000 write-back, Retroactive date: July 30, 2021 Excluding Cyber, as per LMA5529. Environmental Impairment Liability: Excluding the following Above Ground Storage Tanks CC Hall 2005 Tank 250 Rocky Road 2006 Tank 218 25th/26th Sideroad 2010 Tank

	<p><b>PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION</b>  <b>(For use on liability (re)insurance policies)</b></p> <p><b>The following exclusion applies only to the Insured's water treatment, water supply and firefighting operations:</b></p> <p>1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS.</p> <p>2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.</p> <p>3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:  a. perfluorinated methyl group (-CF<sub>3</sub>); or  b. perfluorinated methylene group (-CF<sub>2</sub>-).</p> <p>LMA5595 amended  29 July 2022</p>
<b>Policy Form:</b>	EK2004502 B0509BOWCI2251075
<b>Insurer(s) and Proportion of Participation(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of July 30, 2022

### Canadian Councils Excess Umbrella Liability (1st Layer)

<b>Limit of Coverage:</b>	\$ 20,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 20,000,000	*any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess of Underlying Coverage(s) and Limit(s):</b>	\$ 5,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 5,000,000	any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 5,000,000	*Incidental Medical Malpractice; any one Claim
	\$ 5,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 5,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefits Liability; any one Claim
	\$ 5,000,000	Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence
	\$ 5,000,000	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
<b>* Claims Made Coverage Note:</b>	Certain sections of this policy are written on a <b>CLAIMS MADE</b> basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.	
<b>Retained Limit:</b>	\$	NIL
<b>Endorsements:</b>	Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7 Excluding Cyber, as per LMA5529. Excluding Communicable Disease absolutely. PFAS excluded, as per LMA5595 amended 29 July 2022	
<b>Policy Form:</b>	EK2004498 B0509BOWCI2251076	
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of <b>July 30, 2022</b>	



### Canadian Councils Excess Umbrella Liability (2nd Layer)

<b>Limit of Coverage:</b>	\$ 25,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 25,000,000	*any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess of Underlying Coverage(s) and Limit(s):</b>	\$ 25,000,000	any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement
	\$ 25,000,000	any one Occurrence and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 25,000,000	*Incidental Medical Malpractice; any one Claim
	\$ 25,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 25,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 25,000,000	Employee Benefits Liability; any one Claim
	\$ 25,000,000	Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence
	\$ 25,000,000	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
<b>* Claims Made Coverage Note:</b>	Certain sections of this policy are written on a <b>CLAIMS MADE</b> basis. In order to trigger coverage, a claim must first be made against the insured during the Policy Period or the Extended Reporting Period of 90 days (or longer if purchased) and the act(s), which lead to the claim, must have occurred on or after the Retroactive Date. Furthermore, such claims must also be reported to the insurer during the policy period for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from the insurer.	
<b>Retained Limit:</b>	\$	NIL
<b>Endorsements:</b>	Standard Excess Automobile Liability Policy Follow Form Named Insured, SPF No. 7 Excluding Communicable Disease absolutely. Excluding Cyber, as per LMA5529. PFAS excluded, as per LMA5595 amended 29 July 2022	
<b>Policy Form:</b>	EK2004498 B0509BOWCI2251077	
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of <b>July 30, 2022</b>	

## Combined Physical Damage & Machinery Breakdown

<b>Coverage:</b>	Property Of Every Description – All Risks of Direct Physical Loss or Direct Physical Damage (Subject to Policy Exclusions)	
<b>Limits of Liability:</b>	\$ 17,626,856	Blanket Limit of Loss on Blanket Property of Every Description
	\$ 25,000	Computer/Electronic Data Processing (Included in Blanket Lim
	\$ 52,292	Landfill Office Trailer (Not Included in Blanket Limit)
	\$ 2,465,275	Movable/Contractor Equipment/Tools (Not Included in Blanket Limit)
<b>Extensions of Coverage:</b>	The Limits shown below are included in the Blanket Limit shown above:	
	\$ 500,000	Valuable Papers
	\$ 500,000	Extra Expense
	\$ 500,000	Accounts Receivable
	\$ 500,000	Gross Rentals
	\$ 500,000	Computer Media
	\$ 142,194	Fine Arts (Agreed Value)
	The Limits shown below are in addition to the Blanket Limit shown above:	
	\$ 1,000,000	Newly Acquired Property
	\$ 1,000,000	Buildings in the Course of Construction
	\$ 500,000	Property in Transit
	\$ 1,000,000	Unnamed Locations
	\$ 500,000	Expediting Expense
	\$ 300,000	Business Interruption – Profits Subject to maximum of \$25,000 per month
	\$ 1,000,000	Contingent Business Interruption
	\$ 100,000	Fire Extinguishing Materials and Fire Fighting Expense
	\$ 500,000	Professional Fees
	\$ 10,000	Master Key
	\$ 100,000	Land and Water Pollution Clean Up Expense
	\$ 100,000	Stock Spoilage
\$ 100,000	Consequential Damage	
\$ 1,000,000	Off Premises Service Interruption	
\$ 100,000	Exhibition Floater	
\$ 500,000	Hazardous Substance	
\$ 500,000	Ammonia Contamination	

	<p>\$ 500,000 Water Escape</p> <p>\$ 5,000 Property of Councillors', Board Members' and Employees'; any one loss (\$25,000 maximum annual policy limit)</p>
<b>Endorsements:</b>	Automobile Replacement Cost Deficiency Endorsement
<b>Deductible(s):</b>	<p>\$ 10,000 each Occurrence for All Losses except</p> <p>\$ 1,000 each Computer/Electronic Data Processing loss</p> <p>\$ 1,000 each Fine Arts loss</p> <p>5% of total insured value or 100,000 minimum, whichever is greater, each Earthquake occurrence</p> <p>\$ 100,000 each Flood Loss</p> <p>\$ 1,000 Each Landfill Trailer Loss</p>
<b>Policy Form:</b>	Municipal Insurance Program - Master Policy (January 1, 2022)
<b>Insurer(s) and Proportion of Participations(s):</b>	<p><b>Physical Damage:</b></p> <p>Aviva Insurance Company of Canada - 70%</p> <p>Zurich Canada - 30%</p> <p><b>Machinery Breakdown:</b></p> <p>Aviva Insurance Company of Canada - 100%</p>
<b>Subject To:</b>	<p>A Schedule of Property including Construction, Occupancy, Protection, Exposure, civic address including postal codes for all locations.</p> <p>Schedule of Miscellaneous Tools and Contractors Unlicensed Equipment.</p> <p>All cooking facilities are ULC wet chemical compliant with semi-annual maintenance contract and Class K portable extinguisher.</p> <p>Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</p> <p>All locations may be subject to Engineering Inspection.</p> <p>Terms will remain as indicated subject to no claims deterioration as of <b>July 30, 2022.</b></p>

## Comprehensive Crime

<b>Limits:</b>	\$ 1,000,000	Employee Dishonesty – Form A
	\$ 200,000	Broad Form Loss of Money (Inside Premises)
	\$ 200,000	Broad Form Loss of Money (Outside Premises)
	\$ 200,000	Money Orders & Counterfeit Paper Currency
	\$ 1,000,000	Depositors Forgery
	\$ 200,000	Professional Fees / Audit Expenses
	\$ 200,000	Computer Fraud or Funds Transfer Fraud
<b>Deductible(s):</b>	\$	NIL per Loss
<b>Policy Form:</b>	Master Crime Wording (April 2012)	
<b>Insurer(s) and Proportion of Participations(s):</b>	Aviva Insurance Company of Canada – 100%	
<b>Subject To:</b>	<p>Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds.</p> <p>All cheque requisitions and issued cheques containing dual signatures.</p> <p>If the above is not part of your internal Financial controls, please provide explanation(s).</p> <p>Terms will remain as indicated subject to no claims deterioration as of <b>July 30, 2022</b></p>	

**Automobile Insurance (Ontario)**

<b>Limits:</b>	\$ 5,000,000	Liability – Bodily Injury / Property Damage Deductible: «NIL» Accident Benefits – Basic Benefits; Limits as stated in Policy Accident Benefits – Options; None Selected; Limits as stated in Policy Uninsured Automobile; Limits as stated in Policy Deductible: «NIL» Direct Compensation – Property Damage; Limits as stated in Policy Loss or Damage – All Perils Deductible: \$2,500
<b>Endorsements:</b>	OPCF 3 OPCF 4A OPCF 4B OPCF 5 OPCF 6A  OPCF 20  OPCF 21B OPCF 22 OPCF 31 OPCF 32 OPCF 43R OPCF 44	Drive Government Automobiles Endorsement Permission to Carry Explosives Permission to Carry Radioactive Material Permission to Rent or Lease Permission to Carry Paying Passengers for Compensation Endorsement  Loss of Use Endorsement - Applicable to Light Units per occurrence (Applicable only to Private Passenger Vehicles and Light Commercial Vehicles)  Blanket Fleet Endorsement – No Annual Adjustment Damage to Property of Passengers Endorsement Non-Owned Equipment Use of Recreational Vehicles by Unlicensed Drivers Removing Depreciation Deduction – 24 Months New Family Protection Endorsement Applicable to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles, and Police Vehicles
		Notice of Cancellation Ninety (90) Days Tarmac Exclusion
<b>Policy Form:</b>		Provincial Statutory Owners Policy
<b>Insurer(s) and Proportion of Participations(s):</b>		Aviva Insurance Company of Canada – 100%
<b>Subject To:</b>		Terms will remain as indicated subject to no claims deterioration as of <b>July 30, 2022</b>

## Councillors' Accident Coverage

<b>Limits of Coverage:</b>	\$200,000 Principal Sum
<b>Included Coverage:</b>	Number of Councillors: 5 24 Hour Coverage Based on 5 Members Out of Province Emergency Medical Coverage for 15 days including Spouse's Coverage
<b>Policy Form:</b>	Insurers Standard Form
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%
<b>Subject To:</b>	\$2,500,000 Aggregate Limit of Indemnity Per Accident Terms will remain as indicated subject to no claims deterioration as of July 30, 2022

**Volunteer Fire Fighters' Accident Coverage**

<b>Limits of Coverage:</b>	\$ 200,000	Principal Sum
	\$ 500	Disability Benefit 1st 4 weeks
	\$ 1,000	Disability Benefit after 4 weeks
		While on Duty Only Coverage
<b>Policy Form:</b>	Insurers Standard Form	
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%	
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of July 30, 2022	

### Municipal Accident Coverage

<b>Limits of Coverage:</b>	\$ 50,000	Principal Sum – Volunteers of the Policyholder while on Duty Only under the age of 80
	\$ 1,000,000	Aggregate Limit of Indemnity Per Accident
<b>Policy Form:</b>	Insurers Standard Form	
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%	
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of July 30, 2022	



**Public Entity Recovery Assistance Plan (Critical Illness)**

<b>Sum Insured:</b>	\$5,000 Limit for Insured(s) who are age 69 or less 3 Councillors or Volunteer Firefighters
<b>Policy Form:</b>	Insurers Standard Form
<b>Insurer(s) and Proportion of Participations(s):</b>	Sutton Special Risk – 100%
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of <b>July 30, 2022</b>

## Cyber Liability

<b>Cyber Incident Response:</b>	\$2,000,000	Incident Response Costs each and every Claim
	\$2,000,000	Legal and Regulatory Costs each and every Claim
	\$2,000,000	IT Security and Forensic Costs each and every Claim
	\$2,000,000	Crisis Communication Costs each and every Claim
	\$2,000,000	Privacy Breach Management Costs each and every Claim
	\$2,000,000	Third Party Privacy Breach Management Costs each and every Claim
	\$50,000	Post Breach Remediation Costs each and every Claim (maximum 10% of all sums CFC has paid as a direct result of the cyber event)
<b>Cyber Crime:</b>	\$250,000	Funds Transfer Fraud each and every Claim
	\$250,000	Theft of Funds Held in Escrow each and every Claim
	\$250,000	Theft of Personal Funds each and every Claim
	\$2,000,000	Extortion each and every Claim
	\$250,000	Corporate Identity Theft each and every Claim
	\$250,000	Telephone Hacking each and every Claim
	\$50,000	Push Payment Fraud each and every Claim
	\$250,000	Unauthorized Use of Computer Resources each and every Claim
<b>System Damage and Business Interruption:</b>	\$2,000,000	System Damage and Rectification Costs each and every Claim
	\$2,000,000	Income Loss and Extra Expense each and every Claim (sub-limited to \$1,000,000 in respect of System Failure)
	\$100,000	Additional Extra Expense each and every Claim
	\$2,000,000	Dependent Business Interruption each and every Claim (sub-limited to \$1,000,000 in respect of System Failure)
	\$2,000,000	Consequential Reputational Harm each and every Claim
	\$25,000	Claim Preparation Costs each and every Claim
	\$2,000,000	Hardware Replacement Costs each and every Claim
<b>Network Security and Privacy Liability:</b>	\$2,000,000	Network Security Liability Aggregate, including Costs and Expenses
	\$2,000,000	Privacy Liability Aggregate, including Costs and Expenses
	\$2,000,000	Management Liability Aggregate, including Costs and Expenses
	\$2,000,000	Regulatory Fines Aggregate, including Costs and Expenses
	\$2,000,000	PCI Fines, Penalties and Assessments Aggregate, including Costs and Expenses
<b>Media Liability:</b>	\$2,000,000	Defamation Aggregate, including Costs and Expenses
	\$2,000,000	Intellectual Property Rights Infringement Aggregate, including Costs and Expenses
<b>Court Attendance Costs:</b>	\$100,000	in the Aggregate (sub-limited to \$2,000 per day)
<b>Endorsements:</b>	Marsh Public Sector Special Amendatory Clause	

	Choice of Law, Jurisdiction and Service of Suit Condition Amendatory Clause	
<b>Deductible:</b>	\$10,000	each Claim for All Losses, except:
	\$10,000	each Claim, including costs and expenses, for Network Security & Privacy Liability and Media Liability Losses
	\$10,000	each Claim for System Damage and Rectification Costs Losses
	« NIL »	each Claim for Incident Response Costs Losses
	« NIL »	each Claim for Claim Preparation Costs Losses
	« NIL »	each Claim for Court Attendance Costs Losses
	« NIL »	each Claim for Post Breach Remediation Costs Losses
<b>Policy Form:</b>	Cyber, Private Enterprise (CAN) v3.0	
<b>Insurer(s) and Proportion of Participations(s):</b>	CFC Underwriting Ltd. – 100%	
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of <b>July 30, 2022</b> Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents (30 days post-binding)	

## Annual Low Risk Events Liability

<b>Limits of Coverage:</b>	\$	5,000,000	Bodily Injury & Property Damage any one Occurrence
	\$	5,000,000	Products & Completed Operations Aggregate
	\$	2,000,000	Personal Injury & Advertising Liability
	\$	10,000	Medical Payments per Person
	\$	50,000	Medical Payments per Accident
	\$	5,000,000	Tenant's Legal Liability
	\$	5,000,000	Incidental Medical Malpractice Liability
	\$	2,000,000	Non-Owned Automobile Liability
	\$	50,000	SEF 94 – Legal Liability for Damage to Non-Owned Autos
\$	1,000,000	Fire Fighting Expense Liability	
<b>Endorsements:</b>	USA Jurisdiction Fire Fighting Expense Liability Security Default Cancellation Clause Service of Suit Clause (Canada) (Action Against Insurer) Notice Concerning Personal Information Intention for AIF to bind Clause Lloyd's Underwriters Policyholder's Complaint Protocol		
<b>Additional Endorsements:</b>	Additional Insured Vendor Liability Endorsement		
<b>Deductible:</b>	\$1,000	per Loss but only with respect to Property Damage Liability, Tenant's Legal Liability and SEF 94 – Legal Liability for Damage to Non-Owned Autos	
<b>Policy Form:</b>	LCIS GL 2020		
<b>Insurer(s) and Proportion of Participations:</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%		
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of effective date <b>July 30, 2023</b> Provision of an updated Annual Low Risk Events Liability Application		



**Acceptance of Municipal Insurance Program Proposal**

To: Marsh Canada Limited  
Public Sector Division  
120 Bremner Boulevard, Suite 800  
Toronto, Ontario Canada M5J 0A8  
Telephone: 416 868 2600

Policy Term (mm/dd/yy): 07/30/22 - 07/30/23

Annual Premium: \$226,636

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

Signed on Behalf of

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Please print the name of the person signing above

**Implementation of Limit of Liability:**

In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by Marsh or its affiliates. The aggregate liability of Marsh, its affiliates and its and their employees to you or your affiliates arising out of or relating to the provision of services by Marsh or its affiliates shall not exceed \$10 million. This provision applies to the fullest extent permitted by applicable law.



Marsh Canada Limited  
120 Bremner Boulevard, Suite 800  
Toronto, Ontario M5J 0A8  
+1 416 868 2600

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## REPORT TO COUNCIL

To:	Mayor and Council
From:	Laura Brandt, Deputy Clerk – Recreation & Communication
Date of Meeting:	August 02, 2023
Report Title:	Public Art Ahmic Harbour Community Centre and Magnetawan Fire Station 2

**Recommendation:** That Council receives and approves this report as presented and directs Staff to amend the location of the Public Art Mural for the 2023 season from the Ahmic Harbour Community Centre and Magnetawan Fire Station 2 to the Magnetawan Lions Pavilion and the Magnetawan Heritage Museum Centre and for Staff to request that the artist provide new drawings.

**Background:** Council passed Motion 2023-178 at the June 21<sup>st</sup> meeting of Council awarding the Public Art Ahmic Harbour Community Centre and Magnetawan Fire Station 2 Call for Submissions to Nomi Drory and Crave Fluidity (Dan Oz) in the amount of \$8,140 to be completed in the late Summer/Fall of 2023. Staff was also directed to replace the garage doors of the Fire Hall due to the damage and dents.

The Mayor requested that Staff meet with the artists regarding their submission asking that the submitted designs be altered to a steamship theme on the main wall, the digital sign to be relocated and for Staff to bring back a report to Council for final approval of designs. Additionally, the Mayor approved the additional expense of \$13,470 plus HST for the replacement of the Fire Hall garage doors and requested that no mural be placed upon them at this time.

Currently Staff have reached out to the company that installed the current new digital sign to inquire about the cost of relocating the digital sign and we are awaiting a quote. The digital sign cannot be located to an alternative wall as requested as there is not enough exterior wall surface for the sign to be secured to the wall facing the parking lot. The sign needs to be located on a stand in the parking lot, the stand would have to be purchased and installed, the sign would have to be rewired and there would be additional electrical work which would include underground cables to relocate the sign.

Council also passed Motion 2023-193 agreeing in principle to the leasing of the Ahmic Harbour Community Centre for the use of a Daycare Centre for a one-year lease with possible extensions. Due to the Municipality potentially entering into a lease, Staff recommends relocating the mural to another location as the installation of a new mural has the potential to increase foot traffic and people visiting the location which now may be utilized as an open daycare.

**Evaluation:** The submission that was submitted by Nomi Drory and Crave Fluidity (Dan Oz) included the painting of three large walls. Staff have investigated other suitable locations that the mural could be relocated to within the Municipality that are comparable to the size of the walls that were submitted in the Public Call for Art. The walls located at the Magnetawan Lions' Pavilion and Heritage Museum Centre appear to be comparable in size. The only barrier may be that the artists may have to rent scaffolding to assist with the mural at the Heritage Museum Centre which is a cost they may have not considered in their original proposal.

**Magnetawan Lions' Pavilion**



**Above: All three white brick walls in the interior**



**Above: White brick area**



## Heritage Museum Centre



**Above: Long Wall with Two Windows**

**Financial Implications:** \$8,000 was allocated in the 2023 Budget for this project. As well 30% of the cost is eligible for grant funding up to a maximum of \$3,000.

**Conclusion:** Staff would need to contact the artists. Staff recommends changing the location of the 2023 public art mural from the Ahmic Harbour Community Centre and Fire Station #2 to the Magnetawan Lions Pavilion and the Magnetawan Heritage Museum Centre and for Staff to request that the artist provide new drawings.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Laura Brandt'.

Laura Brandt  
Deputy Clerk

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2023-**

**Being a By-law to Control Noise**

---

**WHEREAS** pursuant to Section 11 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, a municipality may regulate matters involving health, safety and well-being of others;

**AND WHEREAS** pursuant to Section 129 of the *Act*, a local municipality may prohibit and regulate with respect to noise;

**AND WHEREAS** pursuant to Section 425 of the *Act*, a municipality may pass By-laws providing that a person who contravenes a By-law of the Municipality passed under this *Act* is guilty of an offence;

**AND WHEREAS** pursuant to Section 426 of the *Act*, no person shall hinder or obstruct, or attempt to hinder or obstruct any person who is exercising a power or performing a duty under a By-law passed under this *Act*;

**AND WHEREAS** pursuant to Section 429 of the *Act*, a municipality may establish a system of fines for offences under a By-law of the Municipality passed under this *Act*;

**AND WHEREAS** pursuant to Section 436 of the *Act*, a Municipality has the power to pass By-laws providing that the Municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether a By-law of the Municipality passed under the *Act* is being complied with;

**AND WHEREAS** noise is recognized as a form of pollution under the *Environmental Protection Act, R.S.O. 1990, CHAPTER E-19*;

**AND WHEREAS** the Municipality of Magnetawan deems it necessary and expedient to regulate or prohibit noise within the Municipality which is likely to disturb the inhabitant and become a public nuisance;

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

**1.0 THAT** this By-law may be cited as "The Noise By-law"

**2.0 GENERAL PROHIBITIONS**

2.1 No person within the Municipality of Magnetawan shall make, create, cause, or permit to be made any sound or noise which reasonably would cause a nuisance or to disturb other person(s).

2.2 Without limiting the generality of the foregoing, the noise or sound created by the use or operation of maintenance equipment, chainsaws, power tools or any other noise generating domestic tool or device is prohibited after 10:00 p.m. of any day or before 7:00 a.m. of the following day.

### 3.0 GENERAL EXEMPTIONS

- 3.1 the following sounds and noises are exempt from the By-law, and shall not constitute a contravention of this By-law:
- a. sound arising from normal farm practices as defined by the *Farming and Food Production Protection Act, 1998, S.O. 1998 c.1.*
  - b. sound arising from construction undertaken in accordance with a valid building permit.
  - c. Emergency vehicles of the Police or Fire Department of the Municipality, or any ambulance, public service, municipal operation, road service vehicle, private or public utility vehicle while responding to an emergency or carrying out their duties for the purpose of public health and safety.
  - d. sound arising from non-motorized sporting and equestrian events.
  - e. sound arising from fireworks on Victoria Day, Memorial Day, Canada Day, Independence Day, Civic Holiday, and Labour Day before 11:59 p.m.
  - f. aircraft, airports, trains, and railways subject to regulation by the Government of Canada.
  - g. audible pedestrian signals.
  - h. any sound arising from Municipally run events.
  - i. any sound for which the Municipality has granted an exemption from this By-law pursuant to Section 4.

### 4.0 EXEMPTION APPLICATION PROCESS

- 4.1 Written applications to Council must be made on the prescribed form along with any applicable fees as per the Current Fees and Charges By-law, Sixty (60) days prior to the proposed sound being made. The prescribed form will include site plans, suitable onsite parking (if required), duration of the noise and/or event, number of attendees, and any other information that the Municipality requires. The application will form part of the Public Agenda Package for review by Council.
- 4.2 The Municipality of Magnetawan may provide exemptions to this By-law, by motion, for the purposes of Section 3(i), having regard to such matters as Council may deem appropriate, including but not limited to the frequency of exemption requests, the character of the particular part of the Municipality for which the request is being made, the proposed sound, the zoning of the lands and the proposed methods of control over the kind and level of sound.
- 4.3 At the discretion of Council, the Municipality of Magnetawan may hold a public meeting prior to considering the request for exemption. If Council deems it appropriate to hold a public meeting, notice of the public meeting shall be circulated to all landowners within 1,000 metres of the perimeter of the lands where the sound in question is proposed to be made.
- 4.2 Any exemption granted by Council shall be provided as a one-time only exemption and shall specify the date(s), time(s), type and level of noise permitted and may include any other Council direction deems appropriate including notification by the Applicant to neighbouring properties as a courtesy.

4.3 Where an exemption is granted, any breach of the terms of conditions set by Council renders the exemption null and void and the property owner will be deemed in contravention of this By-law and shall be guilty of an offence.

#### **5.0 OFFENCES AND PENALTIES**

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

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

5.3 Every person and/or owner who is convicted of an offence under this By-law shall be subject to a fine of not more than Five Thousand Dollars (\$5,000) for each offence. Such fines shall be recoverable under the *Provincial Offences Act, R.S.O. 1990, c. P.22*, as amended.

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

5.5 Each subsequent contravention that results in a conviction will yield a higher fine (doubling each time) to a maximum of \$5,000 for a person and \$10,000 for every director, officer, or employee of a corporation.

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

5.7 Fees, fines, penalties, and/or charges are as Schedule "A" attached for 2023 and are to be incorporated into the current Fees and Charges By-law. Any changes to Schedule "A" will be made during the annual updating of the Fees and Charges By-law and will be contained therein.

#### **6.0 ENTRY AND INSPECTION**

6.1 A By-law Enforcement Officer or their designate may at any time enter onto a property to determine whether this By-law is being complied with.

6.2 Every Person shall permit a By-law Enforcement Officer to inspect any land for the purpose of determining compliance with this By-law.

#### **7.0 OBSTRUCTION**

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

7.2 Any person who has been alleged to have contravened any of the provisions of this By-law, shall identify themselves to the By-law Enforcement Officer and/or designate upon request,

failure to do so shall be deemed to have obstructed or hindered the By-Law Enforcement Officer and/or designate in the execution of their duties.

#### **8.0 MUNICIPALITY NOT LIABLE**

8.1 The Municipality assumes no liability for property damage or personal injury resulting from remedial action or remedial work undertaken with respect to any person or property that is subject.

#### **9.0 VALIDITY AND SEVERABILITY**

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

#### **10.0 SEPARATE OFFENCE**

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

10.2 Each day an offence occurs is considered a new offence.

#### **11.0 ENFORCEMENT**

11.1 Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police to enforce this By-law at any time.

11.2 The By-law Enforcement Officer or their designate will not provide afterhours services and noise complaints that are received after hours will be responded to on the next scheduled business day.

#### **12.0 FORCE AND EFFECT**

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

12.2 That By-law 2018-31 and any previously conflicting Bylaws are hereby repealed.

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

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

\_\_\_\_\_  
Mayor

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



**Municipality of  
Magnetawan**

**SCHEDULE "A"  
TO BY-LAW 2023-**

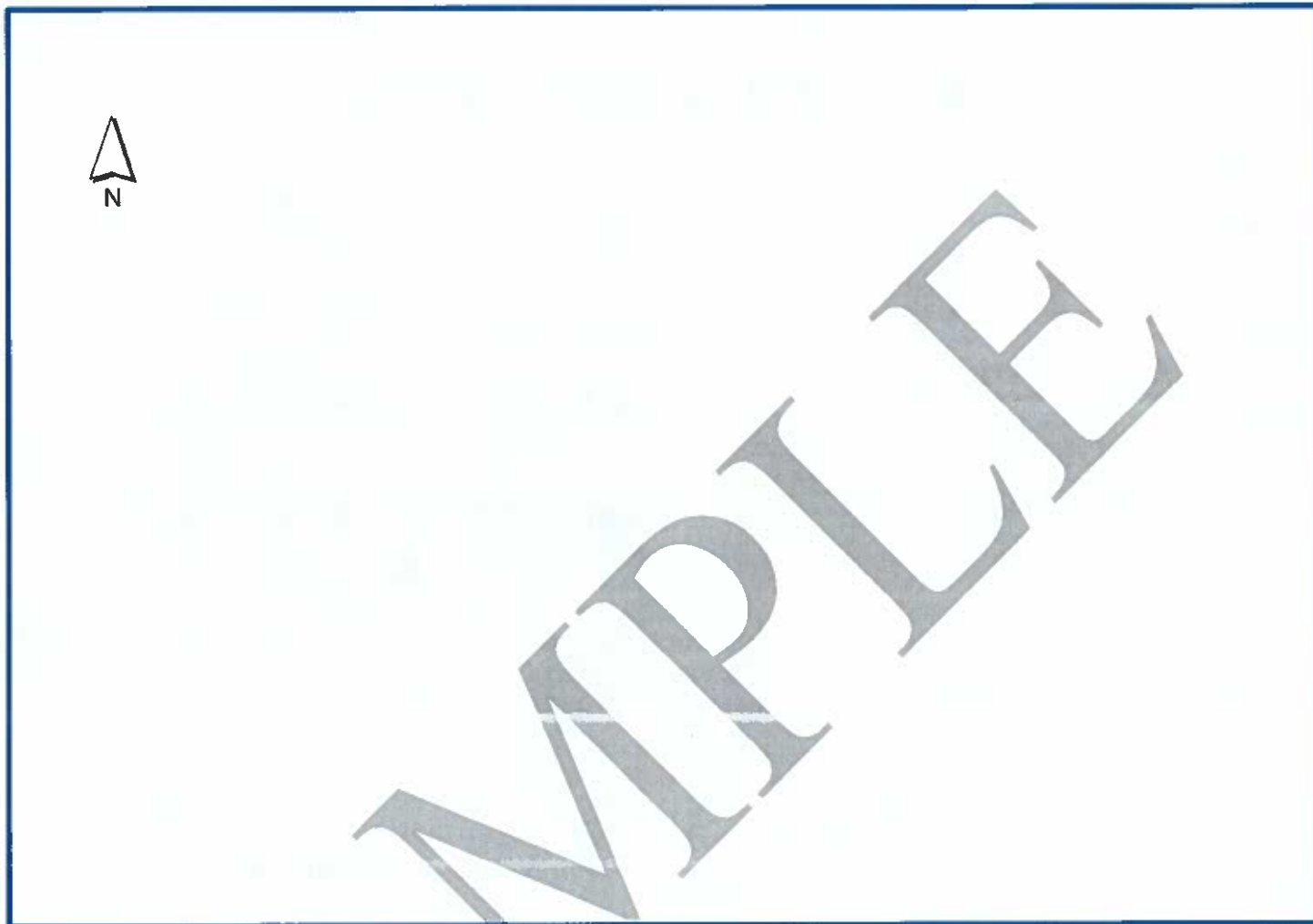
<b>Item</b>	<b>Short Word Form Wording</b>	<b>Provision Creating/Defining Offence</b>	<b>Set Fine Within a Twelve (12) Month Period</b>
1	Making, creating, causing, or permitting any sound or noise causing a nuisance.	2.1	First Offence \$500 Second Offence \$750 Third Offence \$1,000
2	Noise or sound created by the use or operation of maintenance equipment after 10:00 pm or before 7:00 am	2.2	First Offence \$500 Second Offence \$750 Third Offence \$1,000



## NOISE EXEMPTION APPLICATION FORM

<b>Name:</b>	
<b>Address:</b>	<b>Email:</b>
<b>Telephone No:</b>	<b>Cellphone No:</b>
<b>Address of Property Seeking Exemption:</b>	<b>Number of Previous Exemption Requests:</b>
<b>Date and Time of Proposed Event:</b>	<b>Character of Particular Part of Municipality Request Is For:</b>
<b>Proposed Sound and/or Event:</b>	<b>Zoning of the Lands:</b>
<b>Duration of the Sound and/or Event:</b>	<b>Number of Attendees/Participants:</b>
<b>Proposed Methods of Control Over the Kind and Level of Sound:</b>	<b>Proposed Methods of Onsite Parking:</b>

Site plan: Sketch plot plan below, show all buildings and the clearly mark location of the property line.



Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Personal information on this form will be used to investigate the noise complaint 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 Kerstin Vroom CAO/Clerk, 4304 Highway 520, Magnetawan, ON POA 1P0, Telephone: (705) 387-3947 or Email: kvroom@magnetawn.com*





To be Rescinded by Control Noise By-law

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2018 - 31**

**Being a By-law to regulate the holding of events in the Municipality of Magnetawan**

**WHEREAS** Section 126 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, authorizes local municipalities to regulate cultural, recreational and educational events including public fairs; to prohibit such events unless a permit is obtained from the municipality for those activities; and to impose conditions for obtaining, continuing to hold and renewing any such permit;

**AND WHEREAS** Section 128 of the *Municipal Act, 2001*, authorizes local municipalities to prohibit and regulate public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

**AND WHEREAS** Section 129 of the *Municipal Act, 2001* authorizes local municipalities to prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination; to prohibit those matters unless a permit is obtained from the municipality for those matters; and to impose conditions for obtaining, continuing to hold and renewing any such permit;

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

**1. DEFINITIONS**

- 1.1. "Event" means any occasional cultural, recreational or educational event, including any fair, show, sale, tournament, competition, concert, family event or any similar event, that occurs on one or more consecutive calendar days, and is expected or intended to be attended by a total of 500 or more persons, including participants, competitors, spectators, vendors, support staff, and members of the general public, during any one calendar day.
- 1.2. "Officer" means a Municipal By-law Enforcement Officer, a Police Officer or the Fire Chief or their designate.
- 1.3. "Municipality" means the Corporation of the Municipality of Magnetawan

**2. APPLICABILITY**

- 2.1. This By-law shall apply to all lands in the Municipality of Magnetawan, notwithstanding the provisions of any zoning by-law or temporary use by-law, made pursuant to Section 34 and/or Section 39 of the *Planning Act, R.S.O. 1990, c.P. 13.*, as amended.

**3. PROHIBITIONS:**

- 3.1. No person shall hold, cause or permit the holding of any Event without having obtained a valid Permit issued pursuant to this by-law that authorizes the holding of that Event.
- 3.2. No person shall hold, cause or permit the holding of an Event, except in accordance with the terms and conditions of a valid Permit for that Event issued pursuant to this By-law

#### **4. APPLICATION FOR PERMIT**

- 4.1. An applicant for a Permit pursuant to this By-law shall submit a completed application form and provide the information as set out in Schedule 'A' to this by-law and such other information in support of the application as the Municipality may require.
- 4.2. A complete application for a Permit shall be submitted by an applicant at least 30 days prior to the intended date of the event to allow time for processing by the Municipality.
- 4.3. Municipal Council may, by way of resolution, abridge or extend the minimum 30 day review time for any application, where it determines that it is reasonable to do so. Notwithstanding this normal minimum 30 day requirement, during the first 90 days that this By-law is in effect, an application for a Permit may be submitted by an applicant less than 30 days prior to the date of the intended event and the Municipality will make all reasonable efforts to process any such applications prior to the intended event.

#### **5. PROCESSING OF APPLICATION**

- 5.1. A Permit under this by-law shall be issued by the Municipal Clerk unless the Clerk determines that a Permit application requires review and approval by Council.
- 5.2. Council may decide to give public notice of an application and/or hold a public meeting or otherwise seek to obtain public and/or agency input on the application.
- 5.3. In determining whether or not a Permit under this by-law will be issued to an applicant, the Municipality may take into consideration:
  - 5.3.1. the information provided by the applicant in their application or to supplement their application;
  - 5.3.2. the applicant's track record of compliance with any previous Permit and with any other applicable municipal by-law or federal or provincial law;
  - 5.3.3. any written or oral submissions provided by members of the public who may be affected by the holding of the Event or who were affected by a previous Event held by the applicant;
  - 5.3.4. whether the holding of the Event could cause or result in a public nuisance, an unreasonable risk to public health or safety, or a breach of any applicable law;
  - 5.3.5. the recommendations of Municipal staff;
  - 5.3.6. any comments from any other affected public agency; and
  - 5.3.7. whether certain terms and conditions may be appropriate to protect the public interest.

#### **6. PERMITS**

- 6.1. A Permit may be issued for a single Event or for a series of related Events in any one calendar year, not to exceed a maximum of FOUR (4) events per Permit. The specific dates for which a Permit is issued shall be identified in the Permit, together with an expiry date for the Permit.
- 6.2. The issuance of a Permit for an Event does not represent or imply a commitment or a promise by the Municipality to issue a subsequent Permit for any subsequent, continuing, or similar Event.
- 6.3. A Permit under this By-law may be issued subject to such terms and conditions as are considered appropriate to minimize the potential for the Event to cause a public nuisance, or to create an unreasonable risk to public health or safety, or to result in a breach of any applicable law. Conditions may include, but are not limited to:
  - 6.3.1. restrictions on hours of operation for an Event or for the operation of particular activities during an Event;
  - 6.3.2. restrictions on dates of operation for an Event;
  - 6.3.3. restrictions on the number of attendees permitted per Event;
  - 6.3.4. parking requirements;
  - 6.3.5. security requirements;

- 6.3.6. traffic control requirements;
  - 6.3.7. restrictions on noise, outdoor illumination, and/or electronically amplified sound, including announcements, music or other sounds;
  - 6.3.8. any other restrictions considered necessary to minimize potential nuisances from noise, vibration, odour, dust or outdoor illumination; and
  - 6.3.9. other terms or conditions considered necessary in the public interest.
- 6.4. A Permit issued under this by-law does not relieve the Permit holder of any responsibility or liability under any other municipal, provincial or federal law, nor from any civil liability. It is the permit holder's responsibility to ensure compliance with all applicable laws and to ensure that adequate insurance is in place for the Event. The Municipality neither assumes nor accepts any responsibility or liability for any such matters.
- 6.5. Any representations made by the applicant in an application for a Permit or in any supplementary information provided by the applicant in support of an application for a Permit shall be deemed to be a term or condition of any Permit that is issued for that Event, except to the extent that the specific terms or conditions of the Permit contradict those representations.
- 6.6. A Permit issued under this by-law expires immediately following the conclusion of the Event for which it was issued, unless the Permit specifically provides for an alternative expiry date.

## **7. REVOCATION OR MODIFICATION OF PERMIT**

- 7.1. Council, the Clerk or a designated member of staff may modify or revoke a Permit at any time, if there are reasonable grounds to believe that the holding or continuation of the Event will pose a danger to the health and safety of any person or if there is a contravention of this by-law or of the terms or conditions of the Permit issued for the Event.
- 7.2. In the case of a revocation of a Permit, the Municipality shall immediately inform the Permit holder or the Permit holder's agent of the revocation and the reasons for it by contacting the permit holder or agent using the contact information provided in the Permit application.
- 7.3. If the applicant wishes to amend a Permit application or the details of an Event, they shall immediately notify the Clerk in writing. The Municipality may allow modifications to the Permit after it has been issued so long as those modifications do not contravene this By-law.

## **8. INSPECTION AND ENFORCEMENT**

- 8.1. An Officer is authorized to enter on any land at any reasonable time for the purposes of conducting an inspection of an Event, whether or not a Permit under this By-law has been issued, including entering during the set-up, occurrence or dismantling of the Event, in order to ensure compliance with this By-law and with any terms or conditions of a Permit.
- 8.2. During an inspection an Officer may, with or without the assistance of any other person:
- 8.2.1. require the production for inspection of any document or thing relevant to the inspection;
  - 8.2.2. require the production of information relevant to the inspection; and
  - 8.2.3. make examinations or take tests, samples or photographs necessary for the inspection.
- 8.3. No person shall hinder or obstruct an Officer or any person assisting the Officer during an inspection.

## **9. OFFENCES AND PENALTIES**

- 9.1. Any person who contravenes any of the provisions of this by-law is guilty of an offence.
- 9.2. Every person who is convicted of an offence under this by-law is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.

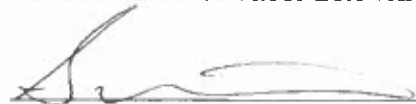
9.3. When a person has been convicted of an offence under this by-law, the Ontario Court of Justice; or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted make an order prohibiting the continuation or repetition of the offence by the person convicted.

**10. EFFECTIVE DATE**


10.1. This by-law takes effect on the date of its passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 9<sup>th</sup> day of May, 2018

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

SCHEDULE 'A' TO BY-LAW 2018 – 31

**Checklist of Information to be Included in an Application for a Permit for an Event**

- Applicant's name, address, telephone and email contact information.
- Agent's contact information, if different from above.
- Address and location of property where the Event is proposed.
- Name and contact information for owner of subject property.
- Name of the Event.
- Description of the Event, including activities planned.
- Date(s) of the Event.
- Proposed operating hours (opening and closing hours) that the Event will be open to attendees (including participants, competitors, spectators, vendors, support staff, or members of the general public).
- Anticipated number of attendees per day, (including participants, competitors, spectators, vendors, support staff, or members of the general public).
- Site Plan, including location of various activities, parking, facilities, etc.
- Will there be amplified announcements, amplified music or other amplified sound? If so, describe the proposed extent and any proposed measures to minimize potential nuisance.
- Will there be any attendees staying on the property overnight? If so, describe the proposed overnight arrangements.
- Describe how traffic and parking for the Event will be managed.
- Describe the proposed sewage and water systems for the Event.
- Describe how solid waste will be managed.
- Describe the proposed security arrangements.
- Describe the proposed emergency response arrangements.
- If this is an application for a Permit for multiple related Events in the same calendar year (maximum 4 Events per Permit), provide the above information for each Event.

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# District of Parry Sound



## **Chief Administrative Officer's Report**

*July 2023*

### **Mission Statement**

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

## **NOSDA AGM**

On June 20<sup>th</sup> to 22<sup>nd</sup>, in Thunder Bay the Northern Ontario Service Deliverers Association (NOSDA) held their 2023 Annual General Meeting: “Stronger & Better Together”. Our Board Chair and Vice-Chair attended along with myself and a few DSSAB staff.

It was a very informative two days where we heard from speakers that crossed all our service areas. The opening Keynote was delivered by Dr. Chris Mushquash who provided insight into some of the challenges faced by our service users. We also heard from various other speakers including Dr. Sarita Verma from NOSM University; Cordelia Clarke Julien, Assistant Deputy Minister with the Ministry of Children, Community and Social Services; Stephan Corriveau from Community House Transformation Centre; Holly Moran, Assistant Deputy Minister with the Ministry of Education and Holly Parsons from the Northern Policy Institute, just to name a few. There were also panel discussions regarding Social Assistance Modernization, Housing and Homelessness, Priorities of AMO, NOMA, FONOM and NOSDA, Community Paramedicine and Ontario Health North, which I had the pleasure of moderating.

## **Housing Services Corporation Share Event - Supporting & Strengthening Communities: Innovations in Supportive Housing**

Some Directors and I had the pleasure of attending this event where HSC was pleased to partner with the District of Thunder Bay, Rainy River and Kenora Social Services Administration Boards to deliver a SHARE Innovation Forum focused on Supportive Housing.

They explored different delivery program models for non-traditional supports into housing. The speakers shared their unique approaches, examining the way they’ve successfully structured partnerships and engaged community agencies to support their residents.

There was an exciting lineup of speakers from across Northern Ontario with sessions focused on:

- Improving outcomes for people with mental health and addiction challenges
- Forging successful partnerships between housing and health care
- Supports for people at risk of homelessness as they navigate the criminal justice system
- Looking forward and supporting life stabilization programs in a changing environment

## **OMSSA AGM and 47 Leads Meeting**

On June 14<sup>th</sup> I attended the OMSSA Annual General Meeting and the 47 Leads meeting. As always, these meetings are full of information that is very timely in the work of our DSSAB.

## **Staff BBQ's**

During the month of June, the Leadership Team hosted BBQ's at our offices in Parry Sound & South River, as an appreciation for staff. These events were well attended and a great opportunity for our Leadership Team to connect with staff from all programs.



## All Management Meeting

In the month of June we were able to gather for the day in Magnetawan as a Management Team to discuss the operations of the DSSAB. It was great to have the team together for an in-person discussion on topics that are timely such as privacy policies and cyber security to name a few.

## Human Resources Update

The Human Resources department continues to be busy with recruitment and we are having some success in hiring in this difficult employment landscape. Throughout the last quarter we were able to fill 21 positions with 14 external applicants and 7 internal staff.

In staff training this summer, we are focusing on workplace civility, empathy, and digital emotional intelligence. All employees are participating in Digital Emotional Intelligence seminars. These sessions recognize and build on the idea that the future success of an organization lies in their employee's ability to effectively communicate digitally, especially when working in a remote or hybrid environment. While emotional intelligence has long been recognized for positive effects on organizations, employees with strong digital emotional intelligence understand how human emotion changes across channels and they can use this information to guide their actions, decision-making, and behaviour, thus empowering them to do their work more confidently and effectively. Learning will cover self-awareness, self-regulation, motivation, empathy, and social skills, all from a digital context.

We have completed training with the Supervisor team on Collective Bargaining and are working on our research and plans for bargaining this fall/winter. Being mindful that this is a very volatile time in labour relations across the entire country, we will bring more information to the Board in the early fall.

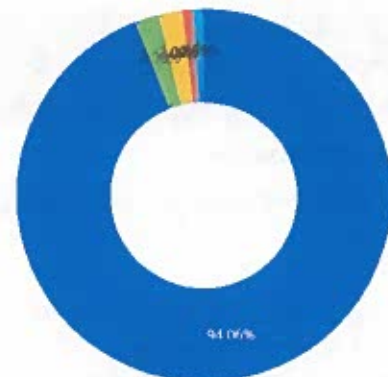
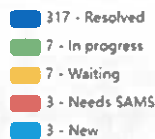
## Information Technology Update

The IT department is celebrating the completion of our network equipment refresh. This has been a longer than anticipated project. With the initial replacement completed, we can now move on to the planned expanded coverage for wireless access.

Regularly scheduled hardware replacements are now the priority project. This will happen over the summer months.

Tickets continue to flow from staff and programs – the following is the period of May 1<sup>st</sup> to June 30<sup>th</sup>:

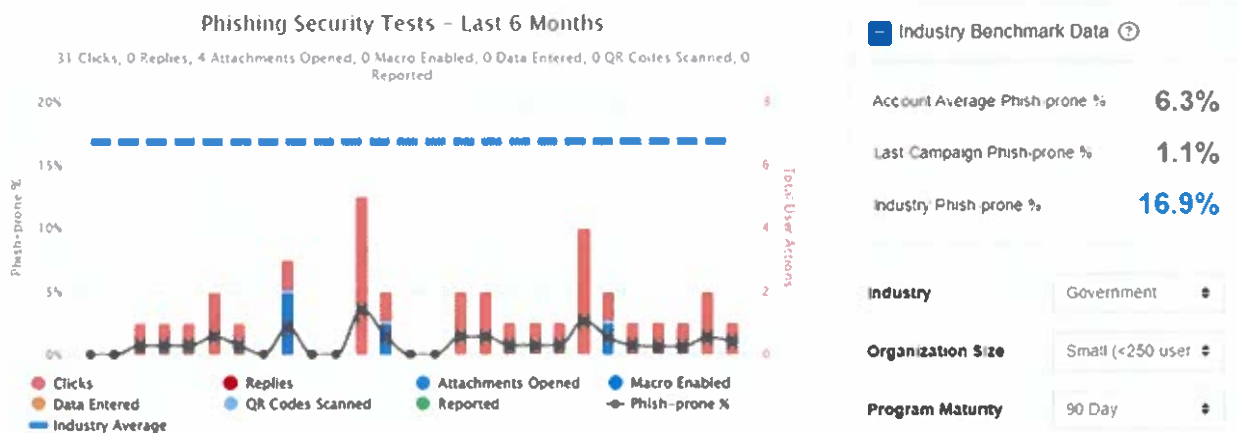
Tickets created during period: 343  
Of them closed: 319  
Still open: 24  
Tickets that were reopened: 1



We have been finalizing the results from the cyber security anti-phishing campaign and training. All applicable staff have completed the required training as of July 6<sup>th</sup>. This has led to some improved numbers on our overall security scores.

The Phish-prone score is a representation of how at risk we are for a staff member to open or click on something malicious. This score is then compared to an Industry score that is the average of organizations of similar size across similar industries. This also helps to identify where we may need to focus some more training or users who may need some additional assistance.

### Phishing



### Facebook Pages

A friendly reminder to follow our Facebook pages!



- ◆ [District of Parry Sound Social Services Administration Board](#)
- ◆ [Esprit Place Family Resource Centre](#)
- ◆ [EarlyON Child and Family Centres in the District of Parry Sound](#)
- ◆ [The Meadow View](#)

### Social Media

#### Facebook Stats

District of Parry Sound Social Services Administration Board	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUNE 2023
<b>Total Page Followers</b>	428	446	462	471	474	478
<b>Post Reach this Period (# of people who saw post)</b>	8,907	4,645	7,891	4,460	3,789	4,010
<b>Post Engagement this Period (# of reactions, comments, shares)</b>	234	565	757	505	241	692

<b>Esprit Place Family Resource Centre</b>	<b>JAN 2023</b>	<b>FEB 2023</b>	<b>MAR 2023</b>	<b>APR 2023</b>	<b>MAY 2023</b>	<b>JUNE 2023</b>
<b>Total Page Followers</b>	128	128	132	131	131	131
<b>Post Reach this Period (# of people who saw post)</b>	103	75	124	116	29	203
<b>Post Engagement this Period (# of reactions, comments, shares)</b>	1	3	7	71	1	2

Twitter Stats

Link to DSSAB's Twitter page - <https://twitter.com/psdssab>

	<b>JAN 2023</b>	<b>FEB 2023</b>	<b>MAR 2023</b>	<b>APR 2023</b>	<b>MAY 2023</b>	<b>JUNE 2023</b>
<b>Total Tweets</b>	3	7	13	8	8	10
<b>Total Impressions</b>	178	158	300	300	291	301
<b>Total Profile Visits</b>	66	57	217	130	137	128
<b>Total Followers</b>	27	28	28	27	27	30

Linkedin Stats - used primarily for HR recruitment & RFP/Tender postings

Link to DSSAB's LinkedIn page - <https://bit.ly/2YyFHIE>

	<b>JAN 2023</b>	<b>FEB 2023</b>	<b>MAR 2023</b>	<b>APR 2023</b>	<b>MAY 2023</b>	<b>JUNE 2023</b>
<b>Total Followers</b>	382	395	399	410	416	434
<b>Search Appearances (in last 7 days)</b>	239	318	308	245	228	281
<b>Total Page Views</b>	46	31	31	30	41	56
<b>Post Impressions</b>	266	828	929	697	546	786
<b>Total Unique Visitors</b>	15	16	17	11	19	25

## DSSAB in the Community

On June 8<sup>th</sup>, we attended the Aging with Confidence Symposium at the YMCA in North Bay. This event was hosted by the North Bay Parry Sound District Health Unit, and was attended by the Communications Officer, as well as members of the Income Support & Housing Stability team from the east side of the district.

Join us to celebrate Seniors' Month!

# AGING WITH CONFIDENCE SYMPOSIUM

YMCA North Bay, 186 Chippewa St. W.

Thursday, June 8, 2023  
9:30 a.m. to 1:30 p.m.

**Resources**  
Learn about programs and services that support aging in-place.

**Trial Classes**  
Try out a free class at the YMCA!

**Refreshments & Prizes**

**Call for transportation support.**  
705-474-7600 ext. 7989



On June 15<sup>th</sup>, we attended the Aging with Confidence Symposium in Parry Sound at the Charles W. Stockey Centre. Again, this event was hosted by the North Bay Parry Sound District Health Unit, and was attended by the Communications Officer, as well as members of the Income Support & Housing Stability team from the west side of the district.



Join us to celebrate Seniors' Month!

# AGING WITH CONFIDENCE SYMPOSIUM

The Stockey Centre, 2 Bay St., Parry Sound

Thursday, June 15, 2023  
9:30 a.m. to 1:30 p.m.

**Resources**  
Learn about programs and services that support aging in-place.

**Presentation**  
Join discussions with Parry Sound District Paramedic Services and the Gardens of Parry Sound.

**Refreshments & Prizes**

**Call for transportation support.**  
705-474-7600 ext. 7989





## Municipal Presentation

On June 16<sup>th</sup>, myself and our Communications Officer were pleased to provide the Council of the Township of the Archipelago with a presentation about the DSSAB. This presentation included an overview of the DSSAB's programs and services, and how we can help members of their community. This was the first of a series of municipal presentations taking place over the next year.

## Licensed Child Care Programs

### Total Children Utilizing Directly Operated Child Care in the District May 2023

Age Group	Fairview ELCC	First Steps ELCC	Highlands ELCC	Waubeek ELCC	HCCP	Total
Infant (0-18M)	0	0	3	0	10	13
Toddler (18-30M)	16	10	14	15	39	94
Preschool (30M-4Y)	20	17	19	44	47	147
# of Active Children	36	27	36	59	96	254

Enrollment continues to be consistent in all the Licensed Child Care Programs. Recruitment in the Home Child Care Program has resulted in 2 additional homes being approved to open by the end of July and 2 more potential homes opening by the end of August. Program supervisors and Registered Early Childhood Educators completed a four-part workshop series on Documentation of Children's Learning Through Play offered through the Workforce Strategy Fund.

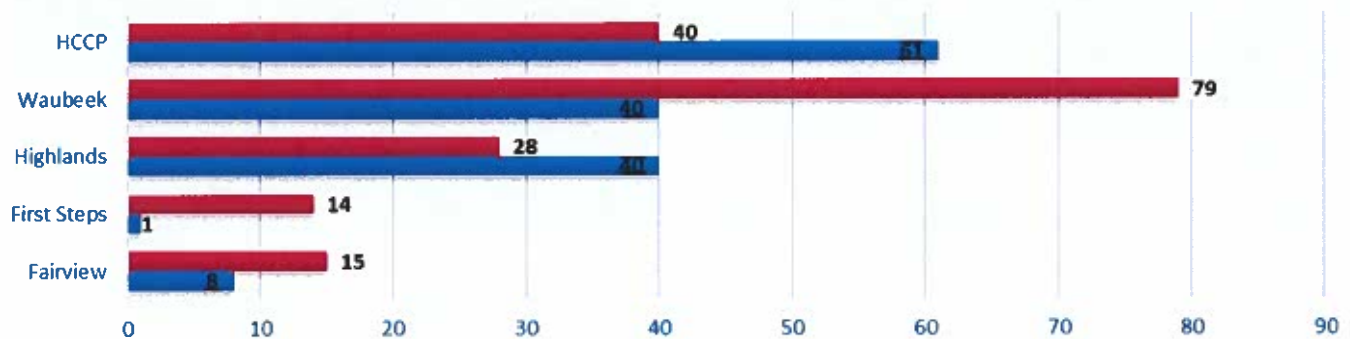
## School Age Programs

May 2023			
Location	Enrollment	Primary Waitlist	Secondary Waitlist
Mapleridge After School	21	8	7
Mapleridge Before School	6	0	2
Mapleridge Summer Program	N/A	20	N/A
St. Gregory's After School	9	0	0
Sundridge Centennial After School	14	8	5
Land of Lakes After School	13	5	10
Home Child Care	39	10	5
<b># of Active Children</b>	<b>102</b>	<b>51</b>	<b>29</b>

The School Age Programs began to wind down with the end of the school year. Many families are looking for care to continue in September and enrollment packages will be sent out over the summer months. The Mapleridge Summer Program is now full and planning has begun to ensure that the children have an active fun summer of exploring the environment and building school readiness skills.

## Directly Operated Child Care Waitlist by Program

May 2023



In the above chart, the blue graph shows the number of children in each program requiring care immediately that we are unable to accommodate within our licensed ratios. The red graph shows the number of children on the waitlists that will need care in future months and some families currently on maternity leave that will require care next year. The largest increase in the waitlist demands are within the infant age group. We currently have 75 infants on the waitlist in need of care by December 2024.

## Inclusion Support Services

### May 2023

Age Group	EarlyON	Licensed ELCC's	Monthly Total	YTD Total	Waitlist	New Referrals	Discharges
Infant (0-18M)	0	0	0	0	0	0	0
Toddler (18-30M)	1	8	9	13	0	2	0
Preschool (30M-4Y)	8	40	48	52	2	1	0
School Age (4Y+)	2	18	20	24	0	0	0
Monthly Total	11	66	77	-	2	3	0
YTD Total	12	74	-	97	26	21	7

There were 8 new intakes completed in the month of May and 3 new referrals accepted. The Resource Consultants have been busy attending many school entry case conferences to help with the transition from child care to the school setting. In May, four Resource Consultants had the opportunity to attend the first post-pandemic Early Childhood Resource Consultant Network of Ontario Annual Conference in Niagara. The focus of the three days was on Leading Change; Embracing Diversity and Inclusion. In addition to the various workshops attended, the Resource Consultants also engaged in valuable networking opportunities with their colleagues from across the province.

## EarlyON Child and Family Programs

### May 2023

Activity	May	YTD
Number of Children Attending	917	4,054
Number of New Children Attending	46	218
Number of Adults Attending	538	2,562
Number of Virtual Programming Events	7	27
Number of Engagements through Social Media	574	2,393
Number of Views through Social Media	13,762	48,866

In May, we had 46 new children, and 51 new adults attend one of our EarlyON locations. The EarlyON Facilitators have been attending training with the Licensed Child Care Program staff and have supported the child care staff with documenting children's learning. Many of the satellite locations will be closing for the summer months to allow the Facilitators to provide more outdoor programming to the communities across the district. Families are invited to join the programs at the South River, Burk's Falls, and Parry Sound locations during the summer months.

**Funding Sources for District Wide Childcare Spaces  
May 2023**

<b>Active</b>	<b># of Children</b>	<b># of Families</b>
<b>CWELCC*</b>	131	126
<b>CWELCC Full Fee</b>	209	205
<b>Afterschool Fee Subsidy</b>	5	5
<b>Fee Subsidy</b>	30	26
<b>Full Fee</b>	27	24
<b>Ontario Works</b>	10	7
<b>Total</b>	412	393

<b>Funding Source - New</b>	<b># of Children</b>	<b># of Families</b>
<b>CWELCC</b>	8	8
<b>CWELCC Full Fee</b>	3	3
<b>Fee Subsidy</b>	1	1
<b>Fee Subsidy</b>	1	1
<b>Total</b>	15	15

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

<b>Funding Source - Exits</b>	<b># of Children</b>	<b># of Families</b>
<b>Totals</b>	0	0

**Directed Growth**

As announced in December 2022, beginning in 2023 the Ministry of Education has shifted child care expansion from open enrolment to a targeted plan to create new child care spaces. A targeted growth approach will ensure funding is available to support new spaces in communities most in need of access to high-quality, affordable child care. The DSSAB has developed a five-year growth plan that aligns with Provincial directives and space targets while meeting the needs of communities across the region. The DSSAB conducted a survey with licensed child care providers that included a review of current waitlist data. The Ministry of Education has provided municipalities with space targets for CWELCC-funded growth. The District of Parry Sound received the mandate to expand the CWELCC system by 131 spaces in schools and community-based locations between 2022-2026.

In the District of Parry Sound, the focus for 2023 ensures a targeted expansion of key age groups by leveraging existing child care centres to expand in place and promote growth in licensed home child care.



## Quality Assurance Update

In April 2023, a workshop was held in both the East and West sides of the District for all licensed childcare staff. A total of 59 RECE's/Non-ECE's attended the full day training sessions. The Lego Serious Play training was hosted by Lois Mahon and Noreen McChesney through L & F Mahon Consulting Services. The group was very fortunate to meet Lois Mahon, who was the original president for the College of ECE's. Both hosts brought a wealth of knowledge and expertise to the session. The session focused on having participants explore their passion as an early childhood educator as well as the importance and value of self-care. During the workshop participants also explored the four foundations of How Does Learning Happen and how it relates to them and their practice. The goal was to re-ignite passion in the professional field of early childhood education and to use How Does Learning Happen to build pedagogy and develop positive relationships. Staff received "storytelling aprons" to use with children in the childcare programs.



*East and West group celebrating their program/storytelling aprons.*

We know as early childhood educators that observations of children are key in knowing how best to support children's growing developmental needs and interests. Observations are a way educators can connect with children to learn how best to plan and implement age-appropriate activities as well as gain insight into how a child thinks and sees the world around them. Through observations, Early Childhood Educators provide an environment that stimulates curiosity and invites children to explore and discover. A 4-part Observation and Documentation Series through ECCDC was offered to all childcare staff to help support and educate staff about the importance and value of observing and documenting children's development and learning experiences. A total of 143 Early Childhood Educators took part in the 4-part series over the month of May and June 2023. How Does Learning Happen, Ontario's Pedagogy for the Early Years supports families as experts on their children and sees them as the most powerful influence on children's development, health, and well-being. It recognizes that families bring diverse social, cultural, and linguistic perspectives and believe parents should feel like they belong in meaningful ways.

In recognition of our Indigenous culture and the importance of diversity and inclusion in our centers, the Workforce Development Strategy was able to provide each childcare center in the district with beautiful Indigenous carpets. Programs are encouraged to be continually reflective of cultural backgrounds and support the web of family and community and the importance it has on children's early development.



## **Income Support & Stability Update**

As we enter the summer months, things remain busy for staff in both Ontario Works and Housing Stability.

Staff represented the DSSAB at the Aging with Confidence Symposiums in North Bay on June 8<sup>th</sup> and in Parry Sound June 15<sup>th</sup>. The event, organized by Canadore College, was geared towards seniors to promote services and supports in the community to enable them to stay and maintain their homes. The Director of Income Support and Stability also sits on the Navigating Healthy Aging Group in West Parry Sound that meets monthly.

On June 5<sup>th</sup>, the Income Support and Stability Management Team, along with the Housing Operations Management Team visited the Almaguin Highlands OPP Detachment and met with several of their staff. The goal was to continue to foster and promote communication between our teams with mutual people we serve as well as educate the Officers on our programs and answer any questions.

The South River office hosted the Almaguin Highlands Community Partners meeting on June 6<sup>th</sup>. Many staff from both programs attended the meeting.

We promoted and supported attendance for individuals to attend the Rural Community Kitchen sessions hosted and organized by Women's Own Resource Centre. The Community Kitchens were hosted June 13<sup>th</sup> through 15<sup>th</sup> in Powassan, South River and Burk's Falls.

We are so happy to have our lobby computers in both offices back. These are great tools for people to complete various applications or download any required information they may require.

On May 30<sup>th</sup>, the Director of Income Support and Stability attended a session hosted by Accreditation Canada in support of the West Parry Sound Health Centre.

We are so pleased to have renewed our Memorandum of Understanding with Community Paramedicine for 2023/2024. The Director of Income Support and Stability, Director of Housing Operations and the Director of Women's Services met with the CP team on April 21<sup>st</sup> to discuss the partnership. The MOU also includes Housing Operations and Esprit.

The Income Support & Stability Management Team attended the OMSSA Exchange in Ottawa, May 8<sup>th</sup> to 10<sup>th</sup>. There were many great presentations on the integration of human services. The Director of Income Support and Stability was invited by OMSSA to speak at the Employment and Income Network meeting about our own integration of OW and Housing Stability and our successful partnerships with Community Partners like the West Parry Sound Health Centre and the Mental Health and Addiction Worker. Overall, the 3 days showed that we are on the leading edge in Human Services in many ways.

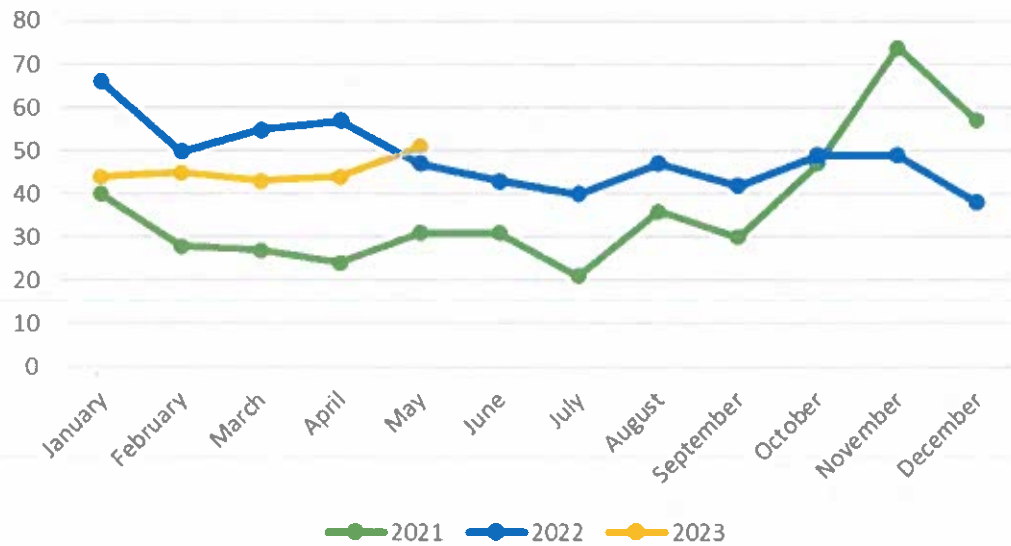
The Income Support and Stability Management Team also did an in-service with the Home and Community Care team to discuss the various supports and services we offer.

The Nurse Practitioner Led Clinics through WPSHC, have scheduled a series of Orphan Clinics for DSSAB clients throughout the Spring and Summer months. These clinics support those that do not have access to Primary Care and fill a significant gap and address many physical health barriers for our clients.

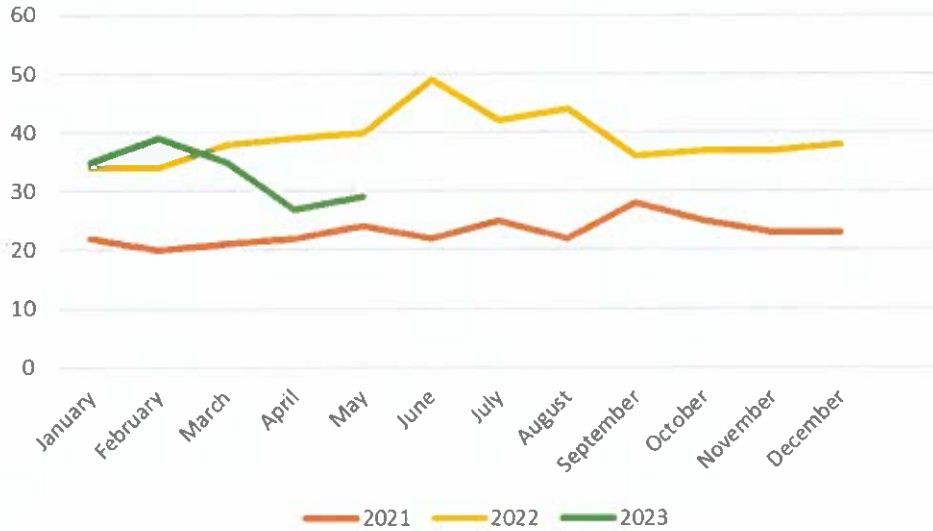
### Ontario Works Caseload



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



## ODSP Participants in Ontario Works Employment Assistance



### Ontario Works applications

2 ▼

Average received per business day

51

Received May 2023

### Emergency Assistance applications

1 ▲

Average received per business day

13

Received May 2023

### Average number of business days from screening to grant

1.6 ▼

Ontario Works

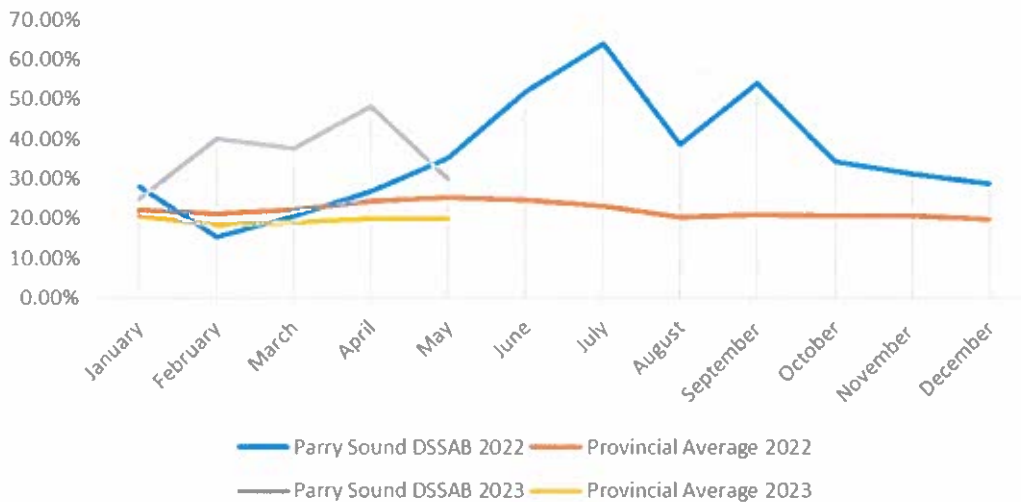
1.6 ▲

Emergency Assistance

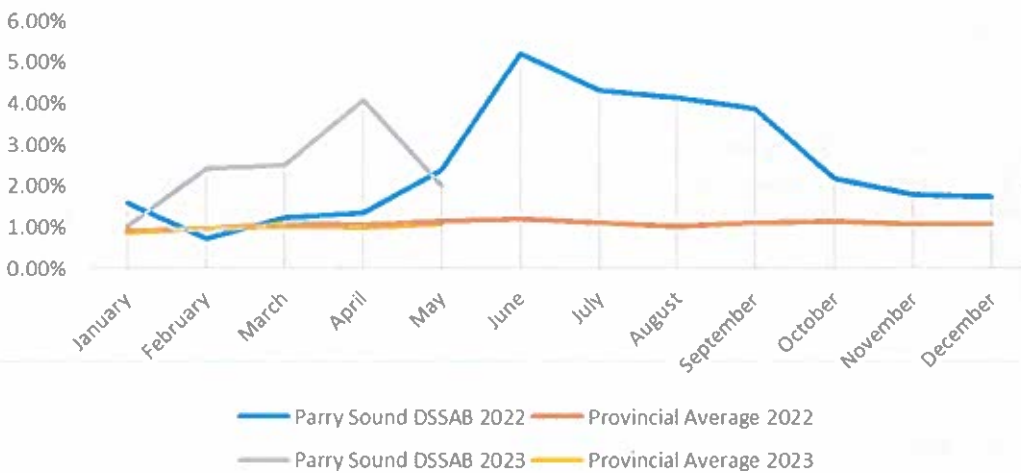
The OW Caseload for May was 600 (there 976 beneficiaries in total). We are supporting 29 ODSP participants in our Employment Assistance program. We also have 56 Temporary Care Assistance cases. Intake also remains steady. We had 51 Ontario Works Applications and 13 applications for Emergency Assistance in April.

## Employment Assistance & Performance Outcomes

% of Closures Exiting to Employment



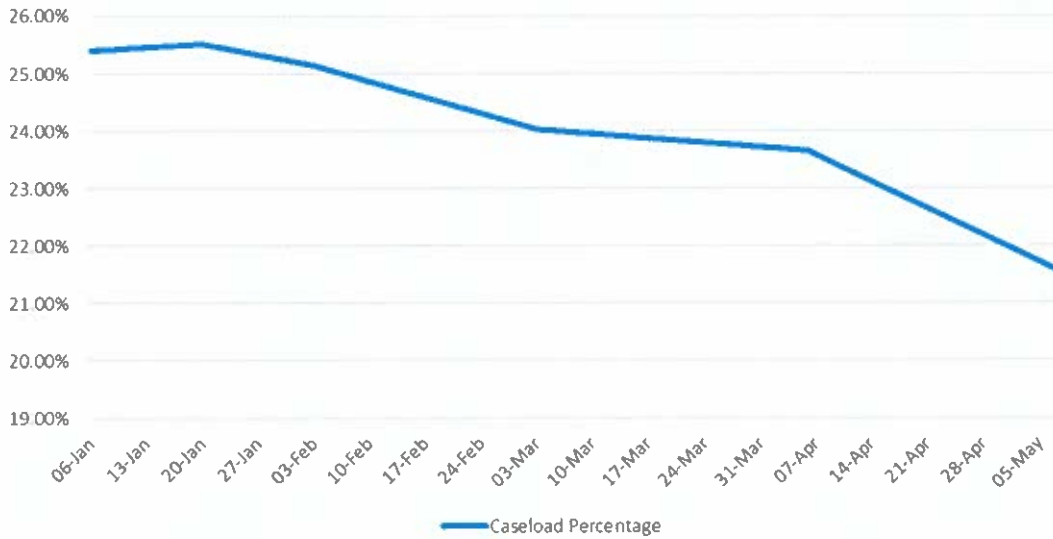
% of Caseload Exiting to Employment



Despite a decline in our Employment Outcome Performance in May, we did finish in the top 3 in the Northeast and had 6.7% of the caseload exit the program for any reason in May. This was number 1 in the region. One reason for the decline could be due to the significant reduction in job postings in April (-47.5% from March and -36.7% in April 2022), which is not typical for the seasonal type of employment in our area and bucks against the historical trend for the program.

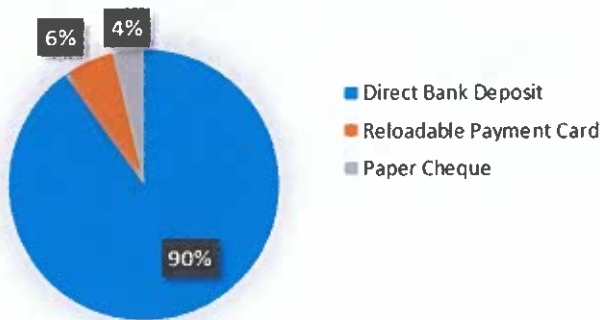


## MyBenefits Enrollment 2023



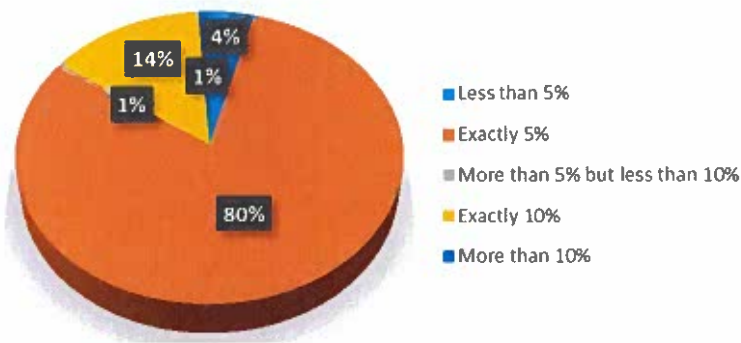
## DBD Enrollment

Payment Receipt Method  
May 2023



## Overpayment Recovery Rate

May 2023



## Ontario Works Update

As we continue to anticipate and prepare for Employment Services Transformation in the district, the RFQ process for the Service System Manager for Employment Services closed June 2<sup>nd</sup> for the Northeast catchment area (along with Toronto and the Northwest). We await the call for proposals, at which the SSM will be selected. The Income Support Supervisors attended a Sector Review hosted by College Boreal on April 19<sup>th</sup> to review key findings from their consultation with stakeholders last fall in anticipation of this process.

The Director of Income Support and Stability was selected to sit on the OW Service Planning Working Group with MCCSS. The group convened with an in-person meeting in Toronto in April and met regularly until mid-June to review and provide feedback on the new OW Service Planning model to be implemented in 2024 for EST sites (we will see these changes in 2025). Currently, the service planning cycle is 2 years, the new cycle will be 4 years and will include Risk Management tools on privacy and outcome achievement.

After a lengthy absence, MCCSS has resumed consultation with DSSAB's/CMSM's regarding Centralized Intake. A virtual Town Hall was held May 11<sup>th</sup> to provide updates and gather feedback for the process going forward. The new Centralized Intake Collaborative and Strategic Table will now be held monthly and by region. The first one took place June 29<sup>th</sup>. The Supervisor of Income Support East and our two Program Lead staff will be participating and representing us in this group.

This month, there will be a 6.5% increase in ODSP rates. Earlier this year, the government announced that ODSP rate increases would be tied to the inflation rate going forward. There are no such increases for Ontario Works recipients.

We have entered into a Service Agreement with the Elizabeth Fry Society of Simcoe/Muskoka to provide Trustee support for Under 18 applicants of Ontario Works. The youth are connected to a Trustee Worker that provides support to obtain financial and employment readiness skills, referrals to other services and enrollment in the Safe Independence Program.

The OW NOSDA Group met in person at the AGM in Thunder Bay. During this meeting, MCCSS Directors met with the group to discuss upcoming changes and identify gaps in the proposed changes in SA Renewal and EST and their impacts on Northern DSSAB's and CMSM's.

Staff from Ontario Works East attended the CMHA conference on "Let's Talk Loneliness" on Friday, June 23<sup>rd</sup> in Huntsville. The conference had a keynote speaker, Dr Christine Wickens, who spoke about the mental and physical impacts of loneliness and isolation. It included a lot of research and data collected over the course of the pandemic. There were two concurrent workshops. One was from lived experience around clinical loneliness and understanding the behaviors and effects of this condition. The other one was on Social Prescribing. A Social Worker from Community Health Caring - Kitchener Waterloo, came to talk about what they are doing to combat loneliness and isolation in their area, by connecting people to healthcare and recreational activities. Social Prescribing is about supporting the health and well-being of people by using community-based activities and support. Like a medication prescription, your doctor is recommending a treatment—social connection! Social prescribing bridges the gap between the social and medical models of health and wellness. There were great connections made with CMHA staff and good new information that is relevant to the work we do.

## Housing Stability Program - Community Relations Workers

### Support

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

May 2023 Income Source	East	West
Senior	6	16
ODSP	10	28
Ontario Works	4	12
Low Income	15	29

### 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.

May 2023 Income Source	East	West
Senior	13	20
ODSP	11	18
Ontario Works	6	15
Low Income	9	37

### Contact/Referrals

May 2023	East	West	YTD
Homeless	1	3	20
At Risk	2	3	38
Esprit Outreach Homeless	1	0	3
Esprit Outreach at Risk	0	3	10
Esprit in Shelter		1	6
Program Total			74

### Short Term Housing Allowance

	Active	YTD
May 2023	4	27

### Housing Stability: Household Income Sources and Issuance from HPP:

May 2023 Income Source	Total	HPP
Senior	5	\$5,353.00
ODSP	3	\$2,395.43
Low Income	8	\$5,960.47

May 2023 Reason for Issue	Total
Rental Arrears	\$3,000.00
Utilities/Firewood	\$2,683.32
Transportation	\$40.28
Food/Household/Misc	\$7,705.60
Emergency Housing	\$79.70
Total	\$13,708.90



**Ontario Works: Household Income Sources and Issuance from HPP**

May 2023 Income Source	Total	HPP
Senior	1	\$471.70
ODSP	4	\$305.47
Ontario Works	11	\$8,061.39
Low Income	3	\$1,236.83

May 2023 Reason for Issue	Total
Rental Arrears	\$2,022.00
Utilities/Firewood	\$3,280.39
Transportation	\$50.17
Food/Household/Misc.	\$4,722.38
<b>Total</b>	<b>\$10,075.39</b>

**By-Name List Data  
September 2021 - May 2023**



**Housing Stability Update**

We hosted Income Tax Clinics with Sudbury Credit Counselling in our Parry Sound and South River offices on April 4<sup>th</sup> and 5<sup>th</sup>. These are affordable ways for individuals to get their income taxes done and ensure they are receiving all of the benefits they are entitled to.

The provincial government announced in May that they have renewed their partnership with the Canadian Alliance for Ending Homelessness. What this means is that we will continue to have support from our advisor on our By-Name List and Coordinated Access process. A kickoff call took place on June 23<sup>rd</sup>, attended by the Supervisor of Housing Stability and Program Lead. Coaching calls with our advisor have also resumed.

We have been asked by Researchers at Trent University to participate in a study in the use of hotels to combat homelessness in rural areas. Participants of our Hotel Projects and staff will be interviewed as part of this process.

In conjunction with the Finance and Income Support teams, we have digitized our application for Homelessness Prevention Program funding. As of April, paper applications and manual cheques were traded for a Digital Application and payment issuance through SAMS. This new process has saved us significant time and has shown a significant reduction in manual cheques that need to be created.

Community Relations Workers continue to work in partnership with our Community Partners with their current referrals. They have been creative in their style of operations to meet our clients where they are at. May that be adding more home visits, meeting at a location the client feels comfortable or utilizing technology.

The HSP Program staff have been engaged in various trainings over the past few months to enhance our knowledge in topics such as Leadership/Emotional Intelligence, and Violence Against Women Training provided by OAITH.

CRW's now make weekly visits to the NPLC's in the area on a rotational basis. This has been a great way to enhance our partnership with them and get vulnerable people connected to supports and services quickly.

We continue to enhance our By-Name List with Community Educations and adapting our in-house processes to ensure people are being added to the list during their first point of contact with the Income Support and Stability Intake Team.

### **Housing Programs**

<b>Social Housing Centralized Waitlist Report</b>			
<b>May 2023</b>			
	<b>East Parry Sound</b>	<b>West Parry Sound</b>	<b>Total</b>
Seniors	41	109	150
Families	122	401	523
Individuals	471	186	657
<b>Total</b>	<b>634</b>	<b>696</b>	<b>1,330</b>
Total Waitlist Unduplicated			435

**Social Housing Centralized Waitlist (CWL) 2022 - 2023 Comparison  
Applications and Households Housing from the CWL**

Month 2022	New App.	New SPP	Cancelled	Housed	SPP Housing	Month 2023	New App.	New SPP	Cancelled	Housed	SPP Housing
Jan	5			1		Jan	5	1	13		
Feb	9	1	2			Feb	5	1	10		
Mar	12		5	2	1	Mar	6		35		
Apr	12	1	1			Apr	11		17	6	
May	11	1		3		May	13	2	9	2	
June	15		3	2		June					
July	13	2	10	1		July					
Aug	5		17	2	1	Aug					
Sept	16		10	1	1	Sept					
Oct	14		12	6		Oct					
Nov	12	1	8	3		Nov					
Dec	1			5		Dec					
<b>Total</b>	<b>125</b>	<b>6</b>	<b>68</b>	<b>26</b>	<b>3</b>	<b>Total</b>	<b>40</b>	<b>4</b>	<b>84</b>	<b>8</b>	<b>0</b>

SPP = Special Priority Applicant

In the month of May we approved 13 new applications to the waitlist. We have seen a steady increase in applications as we move through 2023. We also saw 2 new special priority applicants come onto the waitlist and were able to see 2 households housed. Of the 9 cancelled applications, 5 requested removal and 4 were unable to be contacted for an update or offer.

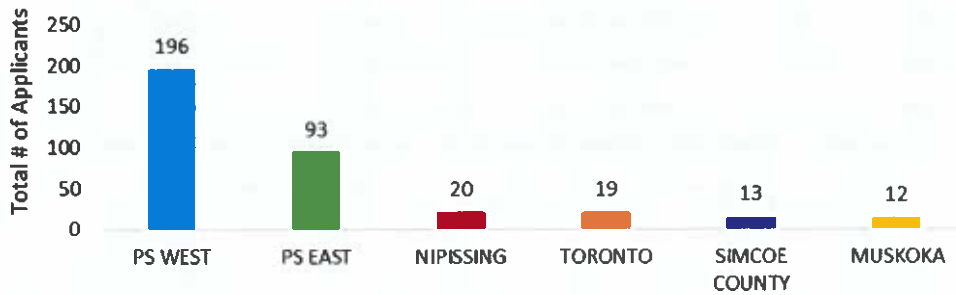
Housing Programs staff were able to attend SHCANO (Social Housing Coordinated Access Network Ontario) training, in-person, for the first time since the pandemic began. Staff spent two days in Toronto in May and were able to participate in some great learning sessions and had the opportunity to network with other peers from across the province. The knowledge will be applied to daily operations, management of the centralized waitlist, and special priority applications.

Housing Programs said goodbye to a longtime DSSAB employee in May. One of our Housing Programs Support Workers retired on May 31<sup>st</sup> and had been with our agency for 19 years. We wish her all the best in her next adventure!

We have broken down Centralized Waitlist statistics to highlight the demand for housing in Parry Sound, determined by household type and location. The numbers are unduplicated and based on the building selections of each applicant.

Household Type	Desired Location West	Desired Location East	Desired Location East & West
Senior - single	55	40	14
Senior - family	3	3	2
Adult - single	102	56	53
Adult - couple	6	0	6
Adult - 1 parent family	46	13	16
Adult - 2 parent family	10	4	6

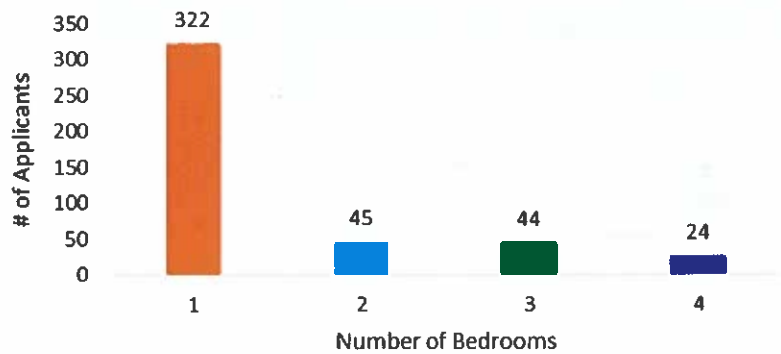
Current Location of Applicants



We identified where applicants are currently residing. Just over 50% are in West Parry Sound.

We identified the number of applicants on the waitlist by the unit size the household selected. Almost 75% of applicants on the centralized waitlist have requested one-bedroom units.

Number of Applicants by Unit Size



**Parry Sound District Housing Corporation  
May 2023**

Activity for Tenant and Maintenance Services

	Current	YTD
Move outs	4	15
Move in	3	16
L1/L2 forms	2	5
N4 - notice of eviction for non payment of rent	2	4
N5 - notice of eviction disturbing the quiet enjoyment of the other occupants	1	6
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	10	35
Tenant Home Visits	12	78
Mediation/Negotiation/Referrals	6	48
Tenant Engagements/Education	10	61

## Tenant Services Update

This spring Tenant Services has been very busy with tenant moves – transfers, move-ins, unit vacancies, as well as visiting the buildings to provide educational engagements with tenants and developing a new lease to roll out this summer.

The team has completed some training including digital emotional intelligence, email security, and safety, first aid/CPR, along with ladder safety training. Tenant Services have been collaborating with other programs to wrap services around our tenants when needed.

We have been involved in filing applications with the Landlord Tenant Board for evictions regarding non-payment of rent. Tenant Services has been working with the Maintenance Team to further explore the situation when damage is seen within the unit. This can be an indication of someone struggling with mental health, addictions, physical or cognitive disabilities, etc. The hope is when doing so, a smoother resolution can be attained and support can be put in place to assist with a successful tenancy going forward.

We purchased and filled flower boxes for the entrance at one of the buildings, as well as planted individual herbs and flower boxes with tenants at the other buildings. One of the Tenant's Education Sessions included doing some grounding meditation and a nutritious smoothie-making activity.



**Property Maintenance and Capital Projects  
May 2023**

Pest Control	8	8 buildings monitored monthly
Vacant Units	16	one-bedroom (12); multiple bedroom (4) (not inclusive of The Meadow View)
Vacant Units - The Meadow View	8	one-bedroom market units (8)
After Hours Calls	6	Broken toilet handle, no hot water, fire panel trouble, Bell required access to the mechanical room, backed up sewage in a basement, broken door due to EMS response
Work Orders	161	Created for maintenance work, and related materials for the month of May
Fire Inspections		A total of 56 units were inspected for fire safety in the month of May

**Local Housing Corporation and DSSAB Buildings - May**

- Our Maintenance Team has been very busy this quarter, implementing new procedures and hiring new staff members; as a result, our workflow has increased, allowing us to streamline the repair process
- We're pleased to report that we're 90% complete with the Waubeek ELCCC furnace replacements
- We had to urgently replace most of the furnaces serving our family homes
- In the process of acquiring a design consultant to provide us with working drawings for the replacement of the Belvedere windows
- 66A Waubeek roof replacement is in the tendering process
- We've received the design documents for the repair of the upper retaining wall at Belvedere, but due to the higher-than-expected cost, we've retained CDCD to provide alternative options to provide a better cost/benefit analysis
- The construction process for the duplex conversion is well underway
- Currently receiving quotes for the replacement of the roof system at 16 Toronto Ave

***Ongoing Challenges:***

Prices of services and materials are inflated. Wait times on certain items remains a challenge.



**Esprit Place Family Resource Centre  
May 2023**

<b>Emergency Shelter Services</b>	<b>April 2023</b>	<b>YTD</b>
Number of women who stayed in shelter this month	10	43
Number of children who stayed in the shelter this month	1	22
Number of hours of direct service to women (shelter and counselling)	80	571
Number of days at capacity	0	73
Number of days over capacity	0	31
Overall capacity %	39%	82%
Resident bed nights (women & children)	121	1,232
Phone interactions (crisis/support)	54	151

<b>Transitional Support</b>	<b>May 2023</b>	<b>YTD</b>
Number of women served this month	10	35
Number of NEW women registered in the program	1	1
Number of public ed/groups offered	1	3

<b>Child Witness Program</b>	<b>May 2023</b>	<b>YTD</b>
Number of children/women served this month	22	62
Number of NEW clients (mothers and children) registered in the program	2	17
Number of public ed/groups offered	1	2



## **Esprit Place Family Resource Centre Update**

Esprit Place continues to operate near capacity. In cases where we are unable to admit clients to the shelter, we work to support women in accessing other accommodations or resources to ensure their immediate safety. The complexity of client needs continues to be an issue. To address this, Esprit has been working diligently to establish connections with key community partners in order to ensure that our clients have timely access to required services. We now have an Addictions Counsellor from CMHA providing service at Esprit Place weekly for half a day, offer space for Children's Aid to meet with their clients residing in the shelter, and support Indigenous Health Representatives to visit with and provide care to their client's currently residing in shelter.

The Children's Voices program is also focused on strengthening partnerships in order to deliver group prevention programming as well as one-on-one counselling opportunities for children registered in our programs. This has included our ongoing formal relationship with NNDSB, as well as new formal agreements to provide program delivery at both the Wasauksing School and The Drop in Parry Sound.

Staff and residents have been thrilled to introduce the new COVID Guidance, including the elimination of routine rapid antigen testing and masking, changes which have been improving moral and supporting forward momentum. However, COVID continues to have an impact as our capacity continues to be reduced by 3 beds as a result of continued physical distancing requirements mandated by the Ministry of Health.



705-382-2900  
www.almaguin-health.org

**Minutes:** July 6, 2023, 10:00 am via Zoom and at the Village of Sundridge Municipal Office

Present: Rod Ward (Chair), Delynne Patterson, Margaret Ann MacPhail, Brad Kneller, Chris Hope, Tom Bryson, Fraser Williamson (Vice Chair), Vicky Roeder-Martin, Norm Hofstetter, Jim Ronholm, Cheryl Phillip, Kelly Morissette (Secretary)

Regrets: Camille Barr

Guests: Isabel Pereira

Called to order at 10:00 am by Chair R. Ward

1. 2023-19 Moved by Fraser Williamson- Seconded by Cheryl Marshall  
**THEREFORE BE IT RESOLVED THAT** the Almaguin Highlands Health Council adopt the minutes from the regular meeting of June 1, 2023 as circulated. Carried.

2. **DECLARATION OF PECUNIARY OF INTEREST:** None

3. **DELEGATIONS:** None

4. **RESOLUTIONS PASSED:** None

5. **ITEMS FOR DISCUSSION:**

**a) Sundridge Overview of Medical Services and Needs**

R. Williamson provided an update on the medical services in Sundridge. The doctors will move into a medical centre in August. It was reported that with the new renovations, the facility has everything that was asked for. The lot beside the medical centre was bought and will be used for additional parking to mitigate concerns with the busy street and people parking on the road. F. Williamson shared that more rooms could be added in the basement of the building with further renovations. The official opening will be held on an evening. F. Williamson will share the date.

The committee discussed what supports are available for Alzheimer's however the group was uncertain. M. MacPhail will follow up.

**b) Update 'Local Share'**

Support for new MAHC hospital build through 'local share' is at crucial point. Current local share commitments are stalled at about 80-85% of what is required (i.e. still \$30-40-million short)...and commitments remain 'tentative'.

MAHC will need to make a decision on moving forward by mid September – it makes no sense to continue spending money on planning if it appears local share commitment cannot be met.

The inability to move forward with MAHC build would have huge negative impacts across the Almaguin region:

- Little possibility of future hospital builds being considered again for many years...probably generations.
- A reduced ability to attract / retain healthcare professionals in our own community.
- Loss of growth potential for our area (housing, jobs, new economic development, etc)...
- High possibility that current MAHC services provided in our community will be reduced or lost...

Almaguin Highlands is recognized for its support thus far – there is active discussion that expansion of healthcare services for Almaguin is key part of build (i.e. identifying services in community which would tie directly to MAHC)

#### **c) Progress Report**

R. Ward provided the Council with a fulsome AHHC Update document this month. The update includes a listing of the various committees' members sit on as well.

Regarding committees, M. MacPhail shared that the Home Care Modernization Working Group is planning an event. There are little details to share that at this time however will be provided as they become available.

F. Williamson attended the Palliative Care Task Force meeting. The discussion focused on the "Muskoka" area however more dialogue needs to occur regarding smaller Almaguin communities. C. Hope shared that he would like to see a palliative care centre in Almaguin. With that D. Patterson shared that Powassan has a few rooms which are full equipped.

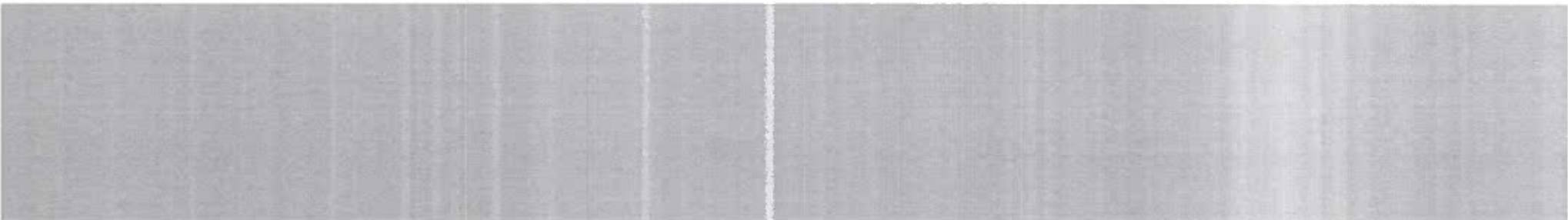
#### **d) Other Business**

##### **Request from the Village of Burk's Falls regarding 2022 Building Deficit Support**

R. Ward brought forward the request from the Village of Burk's Falls for support with the 2022 building deficit. It was questioned as to why it is an even split between the 10 municipalities vs consideration given to population. It was also mentioned that municipalities should be advertising that there are services in that building available to them.

2023- 20 Moved by C. Hope - Seconded by V. Roeder-Martin

**THEREFORE, BE IT RESOLVED THAT** the Almaguin Highlands Health Council adjourn. at 11:30 am to meet again on September 7, 2023, at 10:00 am in Strong Township. Carried.





WORKING TO IMPROVE HEALTH CARE & WELLNESS IN THE ALMAGUIN HIGHLANDS

## ALMAGUIN HIGHLANDS HEALTH COUNCIL MUNICIPAL MEMBERS & PARTNER COLLABORATORS

- TOWNSHIP OF ARMOUR – ROD WARD, CHAIR
- VILLAGE OF SUNDRIDGE – FRASER WILLIAMSON, VICE-CHAIR
- VILLAGE OF BURK'S FALLS – CHRIS HOPE
- TOWNSHIP OF MCMURRICH/MONTBETH – VICKY ROEDER-MARTIN
- TOWNSHIP OF PERRY – NORM HOFSTETTER, MARGARET ANN MACPHAIL
- MUNICIPALITY OF MAGNETAWAN – BRAD KNELLER
- MUNICIPALITY OF STRONG – JIM RONHOLM
- TOWN OF KEARNEY – CHERYL PHILIP
- TOWNSHIP OF RYERSON – DELYNNE PATTERSON
- TOWNSHIP OF JOLY – TOM BRYSON
- ALMAGUIN HIGHLANDS HEALTH CENTRE ADMINISTRATOR: CAMILLE BARR
- HEALTHCARE PROVIDER REPRESENTATION – SHELLY VAN DEN HEUVEL, BURK'S FALLS FAMILY HEALTH TEAM
- HEALTHCARE PROVIDER REPRESENTATION – DR. SARAH MACKINNON, SUNDRIDGE & DISTRICT MEDICAL CENTRE
- ECONOMIC DEVELOPMENT – COURTNEY METCALF, ALMAGUIN COMMUNITY & ECONOMIC DEVELOPMENT
- HEALTHCARE RECRUITMENT – SUSAN KEAST, RECRUITER, MUSKOKA AND AREA ONTARIO HEALTH TEAM
- HOSPITAL REPRESENTATION – CHERYL HARRISON, CEO, MUSKOKA ALGONQUIN HEALTH CARE
- HOSPITAL REPRESENTATION – MOREEN MILLER, CHAIR, MUSKOKA ALGONQUIN HEALTH CARE BOARD
- ALMAGUIN COMMUNITY REPRESENTATION – ISABEL PERBRA
  
- MANY OF OUR MEMBERS ALSO WORK WITH OTHER HEALTH ORGANIZATIONS AND COMMITTEES TO ENSURE THE REGION REMAINS COVERED AND ALWAYS CONSULTED.



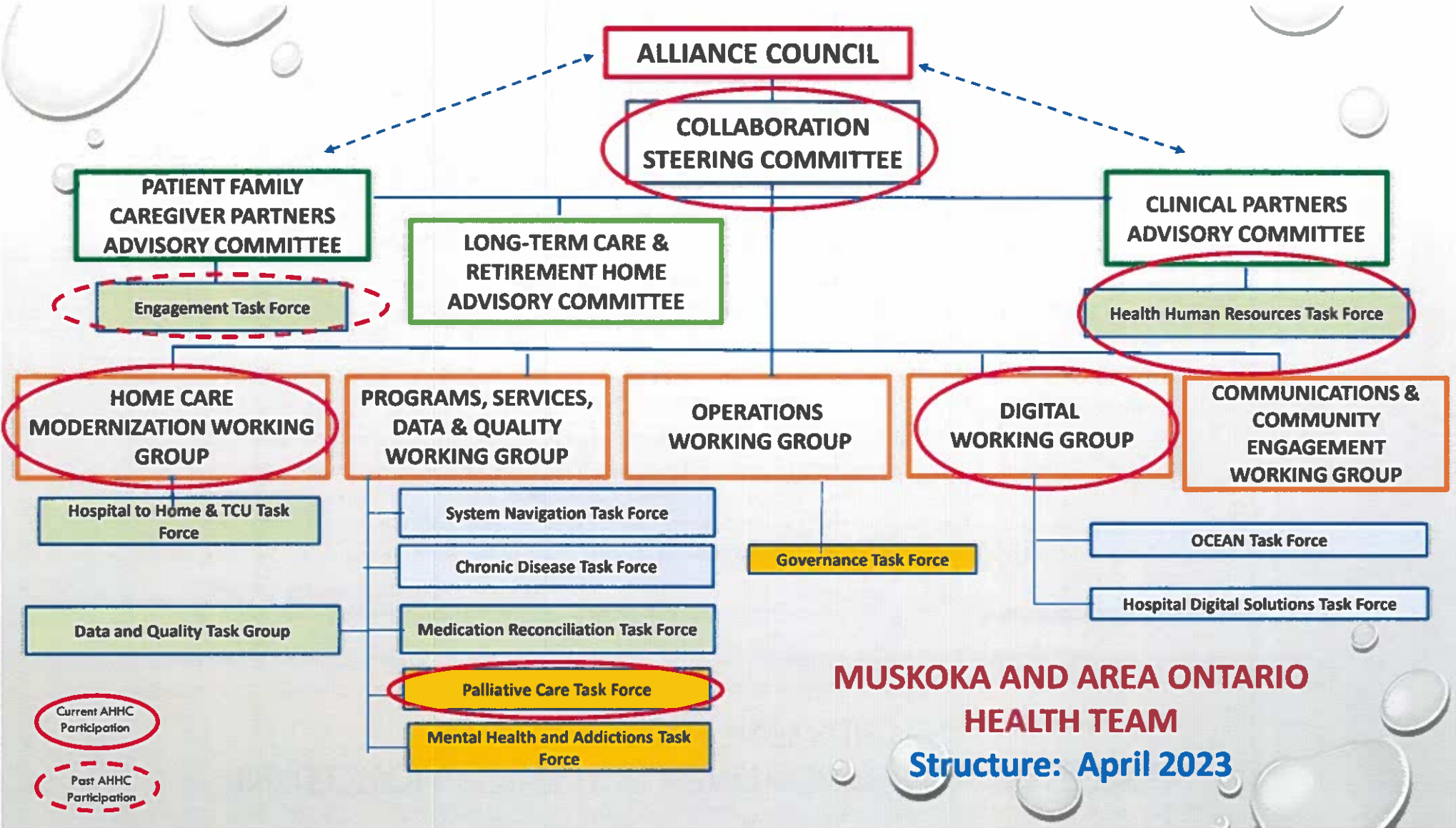


OUR COLLABORATION WITH  
MUSKOKA AND AREA ONTARIO HEALTH TEAM  
AND  
MUSKOKA ALGONQUIN HEALTH CARE



# WHO DOES THE MAOHT SERVE?

- OVER 60,000 PERMANENT RESIDENTS, OVER 80,000 SEASONAL RESIDENTS AND OVER 2 MILLION ANNUAL VISITORS
- MINISTRY ATTRIBUTED POPULATION – 64,445
- MUSKOKA AND AREA ONTARIO HEALTH TEAM SERVICES A BROAD AND DISPERSED GEOGRAPHY (OVER 5000 SQUARE KILOMETERS).





## INFLECTION POINT FOR HEALTHCARE IN ALMAGUIN... MAHC PARTNERSHIP

- SUPPORT FOR NEW MAHC HOSPITAL BUILD THROUGH 'LOCAL SHARE' IS AT CRUCIAL POINT
  - CURRENT LOCAL SHARE COMMITMENTS ARE STALLED AT ABOUT 80-85% OF WHAT IS REQUIRED (I.E. STILL \$30-40-MILLION SHORT)...AND COMMITMENTS REMAIN 'TENTATIVE'
  - MAHC WILL NEED TO MAKE A DECISION ON MOVING FORWARD BY MID SEPTEMBER – IT MAKES NO SENSE TO CONTINUE SPENDING MONEY ON PLANNING IF IT APPEARS LOCAL SHARE COMMITMENT CANNOT BE MET
- INABILITY TO MOVE FORWARD WITH MAHC BUILD WOULD HAVE HUGE NEGATIVE IMPACTS ACROSS THE ALMAGUIN REGION
  - LITTLE POSSIBILITY OF FUTURE HOSPITAL BUILDS BEING CONSIDERED AGAIN FOR MANY YEARS...PROBABLY GENERATIONS...
  - REDUCED ABILITY TO ATTRACT / RETAIN HEALTHCARE PROFESSIONALS IN OUR OWN COMMUNITY...
  - LOSS OF GROWTH POTENTIAL FOR OUR AREA (HOUSING, JOBS, NEW ECONOMIC DEVELOPMENT, ETC)...
  - HIGH POSSIBILITY THAT CURRENT MAHC SERVICES PROVIDED IN OUR COMMUNITY WILL BE REDUCED OR LOST...
- ALMAGUIN HIGHLANDS IS RECOGNIZED FOR ITS SUPPORT THUS FAR – THERE IS ACTIVE DISCUSSION THAT EXPANSION OF HEALTHCARE SERVICES FOR ALMAGUIN IS KEY PART OF BUILD (I.E. IDENTIFYING SERVICES IN COMMUNITY WHICH WOULD TIE DIRECTLY TO MAHC)
- LOSS OF LOCAL SHARE SUPPORT BY THE REGION WOULD HAVE LONG-LASTING NEGATIVE IMPACT WITH RESPECT TO HEALTHCARE, FROM LOSS OF CURRENT SERVICES TO ADDED DIFFICULTY IN RECRUITING/RETAINING PRIMARY HEALTHCARE PROFESSIONALS, THROUGH TO IMPACTS ON ECONOMIC DEVELOPMENT AND GROWTH – SUPPORT WITHIN ALMAGUIN HIGHLANDS IS CRITICAL
- ALMAGUIN HIGHLANDS HEALTH COUNCIL SHOULD BE THE DRIVER FOR HEALTHCARE DECISIONS FOR THE REGION – IT REPRESENTS ALL OF ALMAGUIN...AHC IS NOW INTEGRATED IN ORGANIZATIONS DRIVING THE FUTURE OF HEALTHCARE
- TARGET OF \$12-MILLION ACROSS 12 MUNICIPALITIES OVER 12 YEARS REMAINS – 80% ALLOCATED TO MAHC BUILD, 20% ALLOCATED SPECIFICALLY TO ADDITIONAL HEALTHCARE SERVICES FOR ALMAGUIN
- OVERALL COMMITMENT CAN BE SIGNIFICANTLY REDUCED BY POOLING RESOURCES AND INVESTING RESERVES OVER TIME...ALL MUNICIPALITIES BENEFIT

6

**SERVICE DELIVERY INVESTMENT: EXAMPLE 2023 COMPARISON WITH OTHER 'SHARED' SERVICES (ARMOUR TOWNSHIP)**

<b>Cost Ranking</b>	<b>Service</b>	<b>2023 Allocation (rounded)</b>	<b>Calculation Based On</b>
1 (26.3%)	Ontario Provincial Police	\$401,000	Total households - Levy
2 (19.6%)	Fire (incl Reserves)	\$299,000	Tri-Council Share
3 (11.4%)	Public Health (incl EMS)	\$174,000	Levy
4 (11.2%)	Social Services	\$171,000	Levy
5 (8.9%)	Waste Management	\$136,000	Tri-Council Share
6 (8.8%)	Eastholme Home for Aged	\$135,000	Levy
7 (7.8%)	Almaguin Healthcare	\$120,000	Local Share estimates (Assessments - for 12 years)
8 (4.5%)	Library	\$ 68,000	Tri-Council Share
9 (1.5%)	Economic Development	\$ 23,000	ACED Membership Calculation
	<b>TOTAL SHARED SERVICE COST</b>	<b>1,526,000</b>	

# Urgency: Current State of Healthcare in Almaguin



Expand and influence healthcare services across the Almaguin Highlands

- AHHC supported recruitment initiatives (10k)
- AHHC supported BFFHT renovations (78k)
- AHHC took lead role in MAHC Local Share discussions (~\$3.4-m raised to this point)
- AHHC active member of MAOHT & MAHC Local Share (on-going)
- AHHC supported primary care expansion initiative



Ensure the Almaguin Highlands is able to meet MAHC Local Share commitment estimates

- Although funds will be raised over relative long-term, need to commit is **right now**
- Huge negative impacts if the MAHC build project does not proceed
- Benefits of a new hospital build for our area are clear and immediate



Create tangible MAHC-related healthcare services in Almaguin as part of MAHC build

- The time to demonstrate need for healthcare services in our region is **right now**
- The opportunity to negotiate inclusion of our area in the MAHC build is **right now**
- Opportunity to demonstrate our area as a deserving and full partner is **right now**

**TO:** Municipal Councils:

- Town of Bracebridge
- Town of Huntsville
- Town of Parry Sound
- Village of Burk's Falls
- Village of Sundridge
- Municipality of Magnetawan

**FROM:** Chris Litschko, Chief Executive Officer

**COPY:** Municipal Chief Administrative Officers  
Lakeland Board of Directors  
Executive Team

**DATE:** July 21, 2023

**SUBJECT:** 2023 Q2 Shareholder Update

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On behalf of Roger Alexander, Chair, and the members of the Board of Directors of Lakeland Holding Ltd. (Lakeland), I am pleased to provide Lakeland's 2023 Q2 Shareholder Update.

### **Mission**

Seek out responsible and sustainable growth opportunities while creating a supportive and dynamic environment for our team.

### **Values**

- ***Be Safe***  
In all we do, safety is never far from our minds, and we strive to ensure the well-being of our team, our customers, and our communities.
- ***Respect the Customer***  
A reliable service for a fair price is foundational to how we see ourselves. Our customers trust us to keep the lights on, and keep them connected, and they are in good hands.
- ***Good Vibes***  
An optimistic and positive attitude helps us see solutions instead of focusing on problems. We are inclusive, fun, possibly a little weird, and try not to take ourselves too seriously.
- ***Embrace Opportunity***  
We are not content with the status quo. With a trusted team and an entrepreneurial mindset, we are willing to take risks; and take the lead.
- ***Aim High***  
We want to connect more people, solve more problems, and change the world. We provide safe, sustainable power and connections so our customers and communities are ready for whatever the future holds.

➤ *Understand Our Responsibility*

Our business comes with a lot of responsibility — to the environment, our shareholders, our team, and most importantly, our customers. We do not take that trust lightly.

**Pillars**

➤ *Community*

It is right there in our name. Our company and our geography are intertwined. There is no Lakeland without the lakes and rivers that power our generators. We provide energy and connectivity to the townships of our region, supported by the municipalities that are our shareholders. Looking out for our customers is easy to do, because they are our neighbours, our employees, and our friends and families. No matter where our future takes us, we will always bring our successes home.

*Possibility*

- *Next. First.* It resonates with us because we are always looking forward. Anticipating where we can find the potential to do something ground-breaking. Something that will push boundaries and change the world. We want to do things better, every day, for ourselves and for our customers. We are tenacious and relentless, unwilling to give up until we have found a solution, and excited about discovering the future together.

➤ *Together*

We do not operate as a monolithic corporation, but as an integrated team of smart, optimistic, and talented people who bring a diverse set of skills and expertise to bear on a wide range of challenges. We have the freedom to look for opportunities and solutions, guided by an unpredictable and action-oriented approach. And we genuinely believe that by working together we can achieve remarkable things.



**MEMORANDUM**

**Chris Litschko, Chief Executive Officer  
Lakeland Holding Ltd.**

The table below provides a summary of the Lakeland Holding’s current business activities through each of the current subsidiary companies:

<b>Lakeland Power Distribution Ltd. (Local Distribution Company)</b>	<b>Bracebridge Generation Ltd. (Generation Plants and Output)</b>		<b>Lakeland Energy Ltd. (Including Lakeland Networks Operations)</b>
<ul style="list-style-type: none"> <li>• 14,450 Customers</li> </ul>	<ul style="list-style-type: none"> <li>• Bracebridge Falls Generation Plant</li> </ul>	2.6 MWs	<ul style="list-style-type: none"> <li>• Web Mapping</li> </ul>
<ul style="list-style-type: none"> <li>• 163 square Kms of Service Area</li> </ul>	<ul style="list-style-type: none"> <li>• Wilson Falls Generation Plant</li> </ul>	2.9 MWs	<ul style="list-style-type: none"> <li>• Fibre to Business</li> </ul>
<ul style="list-style-type: none"> <li>• 367 Kms of Distribution Lines</li> </ul>	<ul style="list-style-type: none"> <li>• High Falls Generation Plant</li> </ul>	2.3 MWs	<ul style="list-style-type: none"> <li>• Fibre to Home</li> </ul>
<ul style="list-style-type: none"> <li>• 10 Substations</li> </ul>	<ul style="list-style-type: none"> <li>• Cascade Generation Plant</li> </ul>	3.25 MWs	<ul style="list-style-type: none"> <li>• 8,523 Wireless &amp; Fibre Broadband Customers</li> </ul>
<ul style="list-style-type: none"> <li>• 2,392 Transformers</li> </ul>	<ul style="list-style-type: none"> <li>• Burk’s Falls Generation Plant</li> </ul>	1.2 MWs	<ul style="list-style-type: none"> <li>• 600 Km of Installed Fibre-Optic Cable &amp; 75 Towers</li> </ul>
<ul style="list-style-type: none"> <li>• Offices in Bracebridge, Huntsville, and Parry Sound</li> </ul>	<ul style="list-style-type: none"> <li>• Bancroft Generation Plant</li> </ul>	0.6 MWs	<ul style="list-style-type: none"> <li>• Internet Service Provider</li> </ul>
	<ul style="list-style-type: none"> <li>• Drag River Generation Plant</li> </ul>	0.3 MWs	<ul style="list-style-type: none"> <li>• VOIP and Traditional Phone Services</li> </ul>
	<ul style="list-style-type: none"> <li>• Irondale Generation Plant</li> </ul>	0.5 MWs	<ul style="list-style-type: none"> <li>• IT Server Hosting</li> </ul>
	<ul style="list-style-type: none"> <li>• Elliott Falls Generation Plant</li> </ul>	0.8 MWs	<ul style="list-style-type: none"> <li>• Voice and Data Cabling</li> </ul>
	<ul style="list-style-type: none"> <li>• Chute Blanche (50% ownership)</li> </ul>	1.4 MWs	<ul style="list-style-type: none"> <li>• Business Phone Systems</li> </ul>
	<ul style="list-style-type: none"> <li>• Solar Field</li> </ul>	0.5MWs	<ul style="list-style-type: none"> <li>• Streetlight Maintenance</li> </ul>
	<ul style="list-style-type: none"> <li>• Tesla Battery Storage</li> </ul>	1.25 MWs	<ul style="list-style-type: none"> <li>• Water Heater Rentals</li> </ul>
	<ul style="list-style-type: none"> <li>• Wasdell Falls</li> </ul>	1.65mWs	

**13 Facilities**

**19.25Mws**



**MEMORANDUM**

**Chris Litschko, Chief Executive Officer  
Lakeland Holding Ltd.**

The 2023 Q2 report, attached as Appendix "A" to this memorandum, highlights Lakeland's continued success in achieving its Mission to the benefit of our Shareholders and the customers we serve.

Respectfully submitted on behalf of Lakeland's Board of Directors.

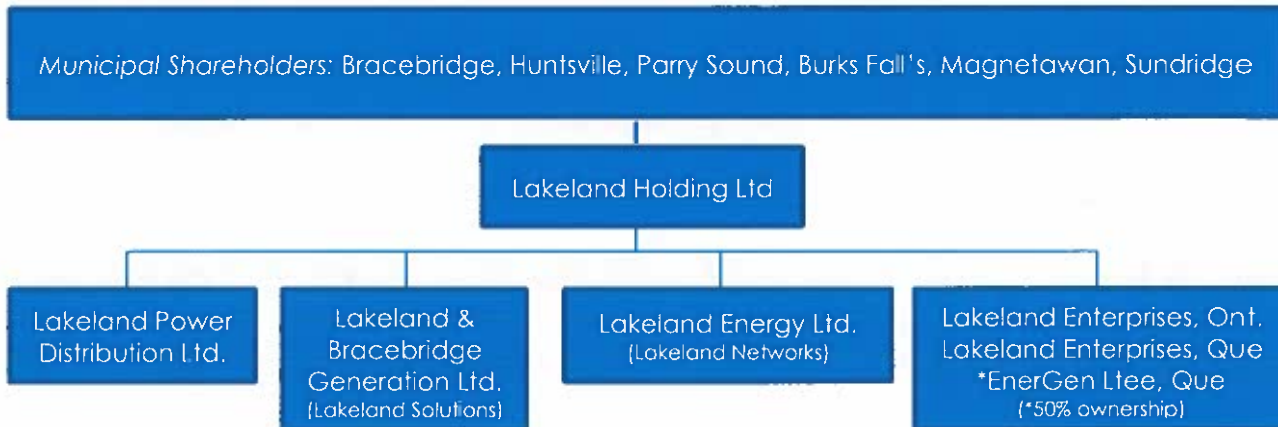
A handwritten signature in black ink, appearing to read "C. Litschko", is written above a horizontal line.

Chris Litschko, CEO



## Appendix "A"

### 2023 Q2 Shareholder Update



Lakeland's 2022 annual shareholder meeting was held in June. An annual review and three-year business plans were presented.

A wellness survey was completed with our team as we are implementing programs to meet their needs e.g., nutritional snacks, discount gym memberships, ergonomics etc. Out of 20 applicants, 4 - \$1500 bursaries were awarded to local high school students attending post-secondary education.

After receiving shareholder approval in Q1, we purchased the Wasdell Falls generation station in April. This 1.65-megawatt plant is the largest acquisition in company history and becomes the 11<sup>th</sup> waterpower



generation plant owned by the company. At capacity, this plant constructed in 2015 under the *Green Energy Act 2009* can feed approximately 1,700 homes with clean energy under a 40-year contract with the Independent Electricity System Operator. This acquisition fits into our strategy of growing our green energy portfolio. Being able to purchase a newer local plant with a long-term power contract was attractive from the outset. With a good spring freshet and steady precipitation, this plant has exceeded monthly budgeted generation production during our first three





months of ownership. Since 2005, Bracebridge (Lakeland) Generation has invested \$70M in clean electricity generation by acquiring 7 waterpower plants, completed 9 multi-million-dollar plant upgrades, and installed a solar field & battery storage. Total electrical production for the company is 19.25 megawatts able, at full capacity, to feed 19,800 homes with clean energy.

Through the second quarter of 2023, the consolidated company made \$9.7M in capital investments.



Through the second quarter of this year an additional 683 customers were connected to our broadband system, bringing our total customer count (fibre & wireless) to 8,523. For fibre expansion we have passed 15,507 customers while connecting 7325 (47%). We are making good headway with multi-unit dwelling fibre connections.

Legal representation and the Canadian Communications Systems Alliance are working on our behalf to get Warner to allow us to go with our own 'powered by Lakeland' TV launch. When TV is finally under in-house control a TV Anywhere App will be made available to customers

The Federal Broadband Fund application project of \$10.4M (75% funding request) in which we utilize a School Board's fibre strand going east has been submitted and we await word. We also know that we have won some provincial site contract connections but are awaiting final numbers.

As competition increases, we have invested more in advertising and community visibility that includes education roadshows.

Our SAM customer service chatbot has been more successful than envisioned as it has answered 82% of customer questions without having to go live with a team member after hours and has led to some sales leads.

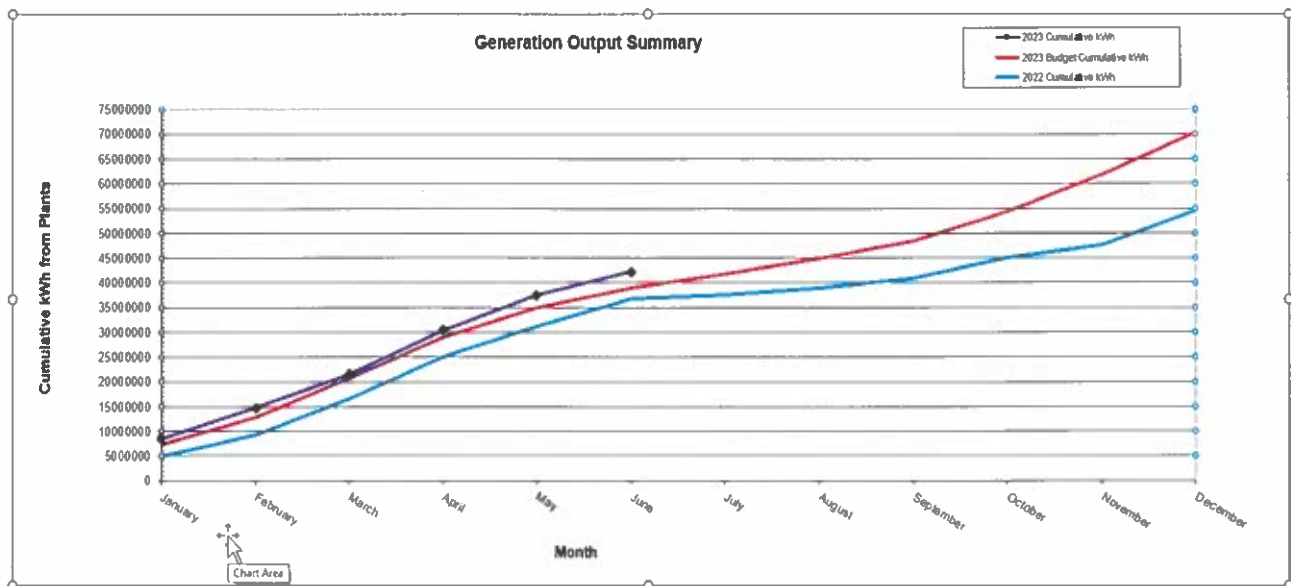
Per Canadian Centre for Cyber Security, we have blocked and removed TikTok as user information/habits may have been sent abroad (spying).



All the company's generation plants are under contract and like many across Ontario, ours expire at various times over the next decade. The Minister of Energy's letter to the Independent Electricity System Operator (IESO) recognized the vital role that waterpower facilities play, both in generating electricity and providing benefits such as recreational opportunities, flood control, irrigation, tourism, support of local employment and economic development. The IESO has worked with Lakeland, other generators and the Ontario Waterpower Association to finalize terms for new contracts. The IESO Board has approved all negotiated changes and it was sent to the Minister of Energy for approval.

Quebec Hydro has approved a 25-year contract extension for our Chute Blanche plant. We await production pricing that starts this November. We have also made an unsolicited offer on a generation plant in Quebec and await a response.

Generation production was better than budgeted for 5 of six months, overall is 4% better than budget through the second quarter (excluding Wasdell Falls generation station).



Engineering, permitting, and surveying is occurring for the 2024 CPR dam upgrade in Parry Sound. We met with the Town who are considering adding a small footbridge.



(Division of Lakeland Generation)

The Electrical Vehicle Take Charge press release received a lot of good attention and occurred the day before first EV show in Bracebridge in which we also had a booth. EV leases have all been signed with all our municipal shareholders and Seguin. We have also met with Lake of Bays and Muskoka Lakes in preparation for additional funding programs. Engineering is being completed for sites, chargers and transformers ordered, chargers to be logo wrapped and we are now a member of the EV society. We have started working with SWTCH regarding EV chargers for condos, private marinas, etc. Power purchase agreement was sent to the Town of Parry Sound for solar to offset their wastewater treatment bill as we are also working on having our storage battery peak shave Lakeland Power in Parry Sound. We continue to meet with Parry Sound airport, IESO and Hydro One regarding servicing expanded development with innovative solutions.

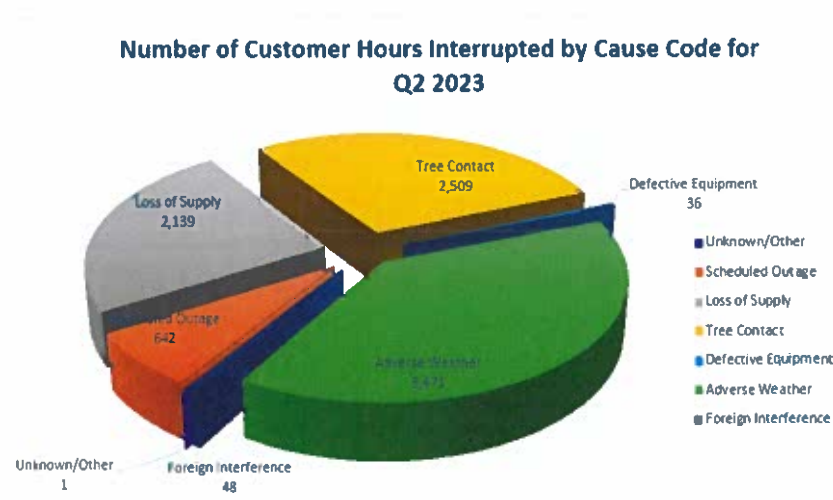
NRCan interviewed our team for more than two hours as part of a report regarding barriers in the Ontario electricity market for innovation projects such as ours. The OEB is looking at allowing experimental innovation projects to earn a return so we will possibly be applying with others who have the same interest.



There were 76 new connections made in Q2 for a total of 14,450 customers. We continue to improve our communications to customers during outages.

Our bi-annual Customer Satisfaction survey was out over the first quarter, results indicating 75% customer satisfaction and are creating an action plan to improve this score. We are making billing changes in our system to implement the new Provincial ‘ultra-low overnight electricity’ rates on September 1<sup>st</sup>. Branding continues with company website updates and to meet accessibility requirements. Collections did an excellent job in reducing accounts receivables by \$650,000 in May working with customers in preparation for disconnection moratorium ending. An Ebill push is on to increase these numbers to improve efficiency and reduce costs.

Our 4-year large Ontario Energy Board detailed Cost of Service Application for new rates has started to be assembled for 2025 approval.



Tree trimming cycle for Bracebridge and Burk’s Falls started in April with affected customers notified. Two of four smart switches have been installed to reduce outage lengths. The annual Electrical Safety Authority audit was completed on Lakeland’s operation policies and procedures with no issues found.

Customers experienced a rolling 12-month average of 1.16 outages 3 hours and 9 minutes in total duration.

On April 4th, our COO and I met to discuss challenges and opportunities with the province’s Electrification and Energy Transition Panel. We took this opportunity to provide our microgrid capabilities.


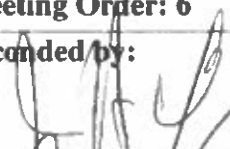


The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, June 20, 2023

<b>Resolution # RC23163</b>	<b>Meeting Order: 6</b>
<b>Moved by:</b> 	<b>Seconded by:</b> 

**WHEREAS** the Ontario College of Physicians and Surgeons has made a decision that will lead more people who suffer from chronic pain to turn to opioids to alleviate their pain and;

**WHEREAS** the College is targeting community pain clinics by requiring the use of ultrasound technology in the administration of nerve block injections by licensed physicians. This requirement will increase the time it takes to administer the nerve block and, therefore, reduce the number of patients a physician can see in a day and;

**WHEREAS** the Ontario Health Insurance Plan (OHIP) is proposing to reduce coverage for several vital healthcare services, including a drastic reduction in the number and frequency of nerve block injections a patient can receive and;

**WHEREAS** these changes have been proposed without any consultation with pain management medical professionals or with their patients and;

**WHEREAS** this cut will force chronic pain clinics to shut down, putting a greater strain on family physicians and emergency rooms and;

**WHEREAS** with the reduction in the number of nerve blocks being administered, many patients, looking for pain relief, will turn to overcrowded emergency rooms, opioid prescriptions from doctors or opioid street drugs;

**NOW THEREFORE BE IT RESOVLED THAT** the Council of the Corporation of the Municipality of Wawa is requesting that the Government of Ontario maintain OHIP coverage for chronic pain treatments and continue to provide much-needed care for the people of Ontario;

*p.2....*



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

AND FURTHERMORE THAT a copy of the resolution be forwarded to all Municipalities of Ontario, local MPs and MPPs, Premier Doug Ford, the Minister of Health, Associate Minister of Mental Health and Addictions and the Association of Municipalities of Ontario.

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: \_\_\_\_\_

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL

This document is available in alternate formats.

June 27, 2023

The Honourable Doug Ford  
[Premier@ontario.ca](mailto:Premier@ontario.ca)

**Re: Support Bill 5**

Please be advised the Council of the Municipality of Chatham-Kent, at its regular meeting held on June 26, 2023, passed the following resolution:

Whereas Council has previously approved the development of a Municipal Diversity, Equity, Inclusion and Justice Strategy.

Whereas this Council previously passed a motion in support of Bill 5.

Whereas a safe and respectful workplace is a basic expectation of all Ontarians and a part of our DEIJ Strategy.

Whereas serving our communities in a leadership role is a privilege and a responsibility.

Whereas all council members agree to follow a Code of Conduct when they are sworn into office.

Whereas AMO, other municipal organizations such as ROMA and OBCM and 84 municipalities have lent their support to making changes to improve and has now requested more direct support from Municipal Councils.

Whereas democracy suffers when the public loses confidence in their representatives and institutions.

Whereas improving local public discourse will improve public confidence in local government and increase respect for our municipal institutions and the work we do.

Therefore, the Municipality of Chatham-Kent supports the recommendations made by AMO,

That the

- Codes of Conduct should be updated to include workplace safety and harassment policies
- Codes of Conduct should have an escalating enforcement mechanism through administrative monetary penalties that recognize local circumstances
- Integrity Commissioners should have better, standardized training to improve consistency of decisions across the province in the most egregious cases, such



as harassment or assault, municipalities should be able to apply to a judge to remove a sitting member if recommended by an Integrity Commissioner

- A member removed under this process should be unable to sit in another election during the term of office removed and the subsequent term

That the Municipality of Chatham-Kent continues to urge the Ontario Government to table and pass legislation to make these changes as soon as possible.

That Administration be directed based on AMO's request to set up meetings with our local MPP's before the AMO Conference in August to request that the Government of Ontario introduce legislation to enact our recommended changes.

If you have any questions or comments, please contact Judy Smith at [ckclerk@chatham-kent.ca](mailto:ckclerk@chatham-kent.ca)

Sincerely,

**Judy  
Smith**

Digitally signed by  
Judy Smith  
Date: 2023.06.27  
17:31:58 -04'00'

Judy Smith, CMO  
Director Municipal Governance  
Clerk /Freedom of Information Coordinator

C

Minister of Municipal Affairs and Housing  
Local MPPs  
Ontario Municipalities

July 5, 2023

Via Email: [Kaleed.Rasheed@ontario.ca](mailto:Kaleed.Rasheed@ontario.ca)  
Minister of Public and Business Service Delivery (MPBSD)

Honourable Rasheed:

**Re: Time for Change  
Municipal Freedom of Information and Protection of Privacy Act**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on June 26, 2023 passed the following resolution:

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Chatham-Kent, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;



AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

If you have any questions or comments, please contact Judy Smith at [ckclerk@chatham-ketn.ca](mailto:ckclerk@chatham-ketn.ca)

Sincerely,

**Judy Smith**

Digitally signed by  
Judy Smith  
Date: 2023.07.05  
10:48:27 -04'00'

Judy Smith, CMO  
Director Municipal Governance  
Clerk /Freedom of Information Coordinator

c.

Lianne Rood, MP  
Dave Epp MP  
Trevor Jones, MPP  
Monte McNaughton, MPP  
Information and Privacy Commissioner of Ontario  
Association of Municipalities of Ontario  
AMCTO Legislative and Policy Advisory Committee  
Ontario municipalities

July 11, 2023

Hon. Stephen Lecce  
Minister of Education  
via email: [stephen.lecce@pc.ola.org](mailto:stephen.lecce@pc.ola.org)

**RE: Support for resolution from the Town of Petrolia recommending an amendment to the current regulations for licensed home-based childcare operators to increase allowable spaces**

Dear Minister Lecce,

Please be advised that at their meeting on July 11, 2023, Elgin County Council considered correspondence received from the Council of the Town of Petrolia recommending that the Ministry of Education consider addressing concerns regarding the child care shortage in Petrolia, Lambton, and across the province, and passed the following resolution:

"Moved by: Councillor Couckuyt  
Seconded by: Councillor Leatham

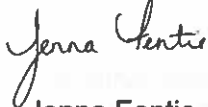
RESOLVED THAT Elgin County Council supports the resolution from the Council of the Town of Petrolia recommending amendments to the current regulations for licensed home-based childcare operators to increase allowable spaces; and

THAT a copy of this resolution be forwarded to Honourable Doug Ford, Premier of Ontario, Honourable Michael Parsa, Minister of Children, Community & Social Services, MPP Rob Flack, and the Municipalities of Ontario.

Motion Carried."

A copy of the resolution received from the Town of Petrolia is attached for reference.

Yours truly,



Jenna Fentie  
Manager of Administrative Services/Deputy Clerk  
[jfentie@elgin.ca](mailto:jfentie@elgin.ca)

cc Hon. Doug Ford, Premier of Ontario  
Hon. Michael Parsa, Minister of Children, Community & Social Services  
Rob Flack, MPP for Elgin-Middlesex-London  
Municipalities of Ontario

June 29, 2023

Hon. Stephen Lecce  
Minister of Education  
[Stephen.Lecceco@pc.ola.org](mailto:Stephen.Lecceco@pc.ola.org)

*Via email*

RE: recommendation for amendment to the current regulations for licensed home-based childcare operators to increase allowable spaces.

Dear Minister Lecce,

During the June 26, 2023 regular meeting of council, council in response to recent publicly raised concern heard a report from staff in relation to the above, with the following resolution passed:

Moved: Liz Welsh

Seconded: Chad Hyatt

WHEREAS in response the Petrolia Childcare Advocacy Group's recent delegation to Council where they identified a shortage of child care spaces in the Town of Petrolia; and

WHEREAS through additional research undertaken by the Town Staff, and in consultation with the County of Lambton Social Services, it has been further identified that there is an extreme shortage of child care spaces not only across the County but the Province as a whole; and

WHEREAS in response to the identified need the County hosted a community information night to educate members of the public who may be able to offer a licensed home-based child care service;

NOW THEREFORE **the Council of the Town of Petrolia recommends to the Hon. Stephen Lecce, Minister of Education, that in time for the 2023 school year amendment to the current regulations be made to allow licensed home-based child care operators the ability to provide two (2) before and after school care spaces to school aged children, in addition the permitted six (6) full time child care spaces; and**

**THAT in an effort to attract and retain qualified early childhood educators, the Minister of Education, review the current wage bracket for early childhood educators with implementation of an increase to wages to align with the services provided; and**

**THAT the province provides more capital based funding sources for the construction of new centre-based facilities; and**

**THAT the province considers increasing the current goal of thirty-three percent (33%) access ratio, to align better with the current provincial situation and anticipated population growth over the next ten (10) years; and**

THAT these items be considered sooner rather than later, to assist in remedying the critical child care shortage experienced in Petrolia, Lambton, and across the province; and

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

[www.town.petrolia.on.ca](http://www.town.petrolia.on.ca)



THAT this recommendation be forwarded to Hon. Doug Ford, Premier of Ontario | Hon. Michael Parsa, Minister of Children, Community & Social Services | Mr. Bob Bailey, MPP of Sarnia-Lambton | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex | Mr. Kevin Marriott, Warden of Lambton County | Municipalities of Ontario;

Carried

Kind regards,

*Original Signed*

Mandi Pearson  
Clerk/Operations Clerk

cc:

Hon. Doug Ford, Premier of Ontario [premier@ontario.ca](mailto:premier@ontario.ca) | Hon. Michael Parsa, Minister of Children, Community & Social Services [Michael.Parsaco@pc.ola.org](mailto:Michael.Parsaco@pc.ola.org) | Mr. Bob Bailey, MPP of Sarnia-Lambton [bob.bailey@pc.ola.org](mailto:bob.bailey@pc.ola.org) | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex [Monte.McNaughtonco@pc.ola.org](mailto:Monte.McNaughtonco@pc.ola.org) | Mr. Kevin Marriott, Warden of Lambton County [Monte.McNaughtonco@pc.ola.org](mailto:Monte.McNaughtonco@pc.ola.org) | Municipalities of Ontario

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0



[www.town.petrolia.on.ca](http://www.town.petrolia.on.ca)



## Legislative Services

July 26, 2023

Sent via email: [premier@ontario.ca](mailto:premier@ontario.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

Honourable and Dear Sir:

**Re: Controls on Airbnb, VRBO and Others Which Affect Municipal Rentals**

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of July 24, 2023 passed the following resolution:

**Whereas** global technology platforms such as Airbnb or VRBO were created to improve global access to rental opportunities, particularly those available for vacation or shorter-term business purposes, and

**Whereas** the impact of these “disruptive technologies” on rental markets has raised the following concerns in the past decade:

- Concentration of ownership and proliferation of landlord corporations with minimal interest in or accountability to local communities
- Removal of housing stock from long-term rental markets with resulting increases in rents
- Lack of control over occupancy (e.g. families vs large groups of partygoers)
- Incidence of nuisance infractions (noise, garbage, parking), and

**Whereas** any reduction in the availability of long-term housing stock runs counter to the Province of Ontario's goal of 1.5 million additional homes in the next 10 years, and

**Whereas** growth in short-term rental markets may also have a negative impact on housing affordability for the seasonal workers who service tourist destinations or farming communities, and

.../2

Mailing Address:

The Corporation of the Town of Fort Erie  
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: [www.forterie.ca](http://www.forterie.ca)

**Whereas** implementing local/municipal restrictions through municipal law enforcement tools (licensing) and municipal planning tools (zoning by-law restrictions) may push demand to other communities, and

**Whereas** some platforms (e.g. Airbnb) are already working toward providing notice to owners about municipal regulations and licensing through a license number field, and

**Whereas** some jurisdictions (e.g. Quebec, Scotland) have acknowledged the limitations of local authorities/municipalities in controlling the impact of global technologies and have developed comprehensive regulatory frameworks, and

**Whereas** a comprehensive, consistent regulatory approach is likely to prove more effective in Ontario,

**Now, therefore, be it resolved,**

**That:** Council requests the Government of Ontario to establish a regulatory framework requiring digital platforms such as Airbnb and VRBO to:

1. Require owners using the digital platforms to comply with municipal planning and licensing regulations, and
2. Prevent advertising of properties that are not registered with the relevant municipality, and
3. Provide a contact with the platform to ensure ongoing and effective communications for provincial and municipal officials and further

**That:** The Province of Ontario work with municipalities to address situations in which long-term housing stock has been lost to corporate ownership of short-term rental properties and further

**That:** A copy of the resolution be forwarded to the Premier of Ontario (Hon. Doug Ford), the Minister of Municipal Affairs and Housing (Hon. Steve Clarke), local MPPs, the Association of Municipalities of Ontario (AMO) and all municipalities in Ontario.

Thank you for your attention to this matter.

Kind regards,

Ashlea Carter, AMP

Deputy Clerk

[acarter@forterie.ca](mailto:acarter@forterie.ca)

AC:dlk

Attach.

c.c. The Honourable Steve Clark, Minister of Municipal Affairs and Housing [minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)  
Jennifer Stevens, MPP - St. Catharines [JStevens-CO@ndp.on.ca](mailto:JStevens-CO@ndp.on.ca)  
Jeff Burch, MPP - Niagara Centre [JBurch-QP@ndp.on.ca](mailto:JBurch-QP@ndp.on.ca)  
Wayne Gates, MPP - Niagara Falls [wgates-co@ndp.on.ca](mailto:wgates-co@ndp.on.ca)  
Sam Oosterhoff, MPP - Niagara West-Glanbrook [sam.oosterhoff@pc.ola.org](mailto:sam.oosterhoff@pc.ola.org)  
The Association of Municipalities of Ontario [amo@amo.on.ca](mailto:amo@amo.on.ca)  
All Ontario Municipalities

Wages students . Approved in 2022  
Denied in 2021

**Laura Brandt**

---

**From:** SV-SF-CSOS <no-reply-aucune-reponse@hrsdc-rhdcc.gc.ca>  
**Sent:** July 18, 2023 8:33 AM  
**To:** Laura Brandt  
**Subject:** Result of the assessment of your Canada Summer Jobs (CSJ) application

2023/07/18

Laura Brandt  
The Corporation of the Municipality of Magnetawan  
4304 HIGHWAY 520  
MAGNETAWAN ON POA 1P0

**Project Number:** # 018871772

**Constituency:** Parry Sound-Muskoka

**Subject:** Result of the assessment of your Canada Summer Jobs (CSJ) application

We have completed the assessment of your application. I regret to inform you that your application has not been retained for funding by the department.

Each year, the requests received for CSJ funding exceed the program budget. Available funds are distributed among the applicant organizations following a prioritization of the projects based on project review and assessment. To view how CSJ applications are assessed, please refer to Section 4 of the [Applicant Guide](#).

The list of employers that have been approved for funding is available [online](#).

We appreciate your interest in the CSJ program and encourage you to visit the [Funding programs and grants for jobs, training, and social development projects](#) website for other future funding opportunities.

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If you have any questions, please contact us at (343) 553-6845.

Sincerely,

Murugesamoorthy, Neruson  
Service Canada  
STN DON MILLS, P.O. BOX 538  
NORTH YORK ON M3C 0N9  
neruson.murugesamoorthy@servicecanada.gc.ca



**Ministry of Tourism,  
Culture and Sport**

Assistant Deputy Minister  
Tourism and Culture Division  
5th Flr, 400 University Ave  
Toronto ON M7A 2R9  
Tel. 416 314-7262

**Ministère du tourisme,  
de la culture et du sport**

Sous-ministre adjoint  
Division du tourisme et de  
la culture  
5e étage, 400, av. University  
Toronto ON M7A 2R9  
Tél. : 416 314-7262



Drive in Movie Event  
50% but had to be  
two day event.

New Funding  
Stream.

July 27, 2023

Laura Brandt  
Deputy Clerk  
The Municipality of Magnetawan  
4304 Hwy 520  
Magnetawan, ON P0A 1P0  
lbrandt@magnetawan.com

Re: Application #2023-04-1-2246233594

Dear Ms. Brandt:

Thank you for your application to the Experience Ontario 2023 program. I regret to inform you that your event has not been approved to receive funding.

Experience Ontario 2023 was very competitive and not all applications can be supported. Applications were carefully reviewed and assessed based on the strength of the proposal against established program criteria. There is no appeal process for unsuccessful applicants; however, ministry staff are pleased to provide feedback on your application and how it can be improved. Please contact the Experience Ontario team at [ExperienceOntario@ontario.ca](mailto:ExperienceOntario@ontario.ca) to schedule a meeting.

You will be notified by email when the 2024 festival and event grant program launches, at which time a tourism advisor will be available to consult for advice on how to put forward a more competitive application.

Best regards,

A handwritten signature in black ink, appearing to read "K. Gatten", written in a cursive style.

Katherine Kelly Gatten  
Assistant Deputy Minister



**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](mailto:publicworks@magnetawan.com)

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**Request for Proposal**

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**Project Name: “RFP 2023-04 Municipal Rubber Tire Backhoe”**

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**Date of Issue: Friday July 21, 2023**

**Proposal Submission Deadline: Thursday August 31, 2023, by 3:00 p.m.**

## **Section 1 Introduction and General Instructions**

### **1.01 Introduction**

The Municipality of Magnetawan is inviting proposals for the supply of one (1) Municipal Diesel Driven, Four Wheel-Drive Rubber Tire Backhoe Loader. The successful proponent shall supply a 'turn-key' operational Rubber Tire Backhoe.

This Request for Proposals document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at [www.magnetawan.com](http://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 will not be reviewed until the proposal opening date.

Faxed submissions will not be accepted.

**Project Name: RFP 2023-04 Municipal Rubber Tire Backhoe**

**Proposals must be received no later than Thursday August 31, 2023, by 3:00 p.m.**

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 or sent by courier prior to 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  
PO Box 70, 4304 Hwy 520  
Magnetawan, ON  
POA 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	Friday July 21, 2023
Final date of posting addenda	Thursday August 17, 2023 by 4:30 p.m.
Proposal Submission Deadline	Thursday August 31, 2023 by 3:00 p.m.
Proposal Opening	Thursday August 31, 2023 by 3:30 p.m.

### 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 August 17, 2023**, to our website at [www.magnetawan.com](http://www.magnetawan.com) and shall 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 for submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

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

### **1.12 Method of Delivery of Invoices**

- a. The Contractor shall send invoices to both the attention of the Municipal contact(s) specified in the Contract and the Treasurer. The Contractor shall reference the invoice Project Name in the email subject line and/or envelope.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

### **1.13 Processing of Proper Invoices**

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

### **1.14 Payment Disputes**

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

### **1.15 Freedom of Information**

Any personal information required in the 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.



## **Section 2 Minimum General Specifications and Requirements**

The successful Proponent/Bidder shall supply one (1) Municipal new Diesel Driven, four-wheel drive Rubber Tire Backhoe Loader. The unit must be designed for Canadian rural service on mostly gravel roads. The complete machine must meet all W.C.B and D.O.T rules and regulations to operate in Ontario. ***The Municipality wants specifications comparable to the CASE 590 Super N as this has proven to be compatible with the various tasks performed in all season and terrain. The Municipality would like to have the proposed unit brought to the Roads Yard for a demonstration if at all possible.***

The following general specifications are meant to be a guideline for the proposal.

### **POWERTRAIN**

- Engine - 99 to 115 horsepower. (Engine must comply with U.S. EPA Tier 4 Final / EU Stage IV off road emission requirements.)
- Transmission - shall be powershift with torque converter; clutch-free; fully.
- Synchronized with a minimum of four forward, two reverse speeds.
- Diesel
- Four-wheel drive
- 4WD shall be engaged at any time the machine is traveling under by activating switch on front console. An operator shall be able to activate the switch while the machine is moving at a speed under 12.5mph or stopped, with or without a load.
- Long life anti-freeze
- Centrifugal engine air pre-cleaner
- Water separator fuel filter

### **OPERATOR STATION**

- OSHA approved ROPS/FOPS shall be integral with cab.
- Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds
- Unit shall be equipped with illuminated electronic gauges with audible warning for: engine
- Coolant temperature, oil temperature and fuel level
- The machine will have a cab with a heater and air conditioner from the factory
- The seat shall be Air Ride swivel, with fully adjustable armrests and lumbar support
- AM/FM Radio
- Operator station should include two drink holders.
- State in-cab noise level – should not exceed 68 dB
- Front and rear windshield wiper with washer and interval / multi speed function
- Hour meter
- In cab storage compartment
- Lockable door, windows, and all exterior compartments
- Universal key for door, compartments, and ignition (one key)
- Include 3 (Three) universal keys
- Horn
- Back – up alarm 97 dB
- Toolbox
- Fire extinguisher



- Sun visor
- Rubber floor mat
- Dust screen for front radiator grill

### **GENERAL SPECIFICATIONS**

- Alternator heavy duty
- Battery - maintenance-free
- The battery(ies) shall be accessible without the use of hand tools to remove panels, toolboxes, etc.
- Machine shall have easily accessible battery connections to aid in jump-starting machine or other machines
- Fuel tank - minimum 140 L
- Fuel tank shall contain a debris screen
- Heater, Engine Block minimum 1000 watts
- Goodyear tires shall be no less than 12.5/80-18 12PR (front) and 19.5 – 24 12PR (rear)
- All valve stems to be protected by metal valve stem covers
- Front tires shall ride inside loader bucket cutting width
- Rear axle shall have differential lock with "on-the-go" engagement
- Brakes - Oil (wet) disc
- Foot-operated brake pedals shall be able to be interlocked.

### **BACKHOE**

- Extendable stick
- Digging depth minimum 14 feet
- The stabilizer valve will be two directional, anti-drift
- The stabilizer shall have reversible pads
- Truck loading height minimum 12 feet
- Hydraulic thumb attachment for the backhoe
- Twist-o-Wrist
- Quick change back bucket
- 24" Tooth Bucket
- 30" Ditching Bucket
- Backhoe shall be equipped with a swing transport lock
- Backhoe shall be equipped with a boom lock that can be controlled from the seat
- Backhoe joystick shall be equipped with a quick idle down feature that lowers the engine speed to 1,000 rpm
- Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station
- Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns
- Backhoe shall be controlled with adjustable excavator style pilot operated joystick controls

## **LOADER**

- SAE heaped capacity, minimum 1 cubic yard
- Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge
- Loader bucket base cutting edge shall be specially hardened steel, achieving Rockwell hardness of 50 or greater
- Loader bucket shall have at least a 2-piece bolt-on cutting edge for serviceability
- 1.31CYD (1.00m<sup>3</sup>) General Purpose bucket. Machine shall meet the following specifications:
  - Minimum breakout force of 11,216 lbs. (49.9 kN)
  - Minimum dump clearance of 8'9" (2654 mm) at full lift and 44-degree discharge
  - Minimum dig depth of 4" (111 mm)
  - Minimum hinge pin height 11'5" (3488 mm)
  - Minimum lift capacity 7,416 lbs. (3364 kg)
  - Minimum rack back angle at Ground Level of 36 degrees
- Quick change front bucket
- Quick change front forks
- Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator
- Loader shall have positive down pressure sufficient to lift tractor front end off level ground
- Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position
- To be Plumbed for a SweepKing Hydraulic Broom and Electronic Switch

## **OTHER EQUIPMENT**

- Auto Ride-Control to smooth the ride under all operating conditions
- LED beacon amber light
- Work lights 4 (Four) front and 4 (Four) rear
- Head lights high / low beams
- LED tail, brake and signal lights
- Vendor to supply complete service and parts manuals in CD format.
- Two (2) operator manuals, paper

## **WARRANTY**

- Extended Warranty - 5 Years
- Vendor to be able to provide service on warranty work within 24 hours of notification of a problem

The proponent vendor is expected to provide a full set of specifications, for each component system (including hydraulics), in their proposal. Although price is of significance, the proponent vendors are encouraged to put forward a good quality package. The Municipality is looking for durability as well as value. The fore-going are minimum guidelines only, however, any significant dimensional change should be high-lighted for consideration. Bidder to consult attached Specifications sheets.

The proponent vendor shall have a licensed service facility within a reasonable distance from Magnetawan for the provision of major maintenance service and/or repair.

The delivery of the proposed unit to the Municipality of Magnetawan shall not be later than **one hundred and eighty calendar days after award by Council.**

**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.	
• List of equipment type including description	
• 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.	

**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 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 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.

#### 4.03 Maximum Evaluation Points Summary

<b>Specification &amp; Quality</b>	<b>40 points</b>
<ul style="list-style-type: none"><li>Demonstration and documentation proving that the proposed vehicle meets or exceeds the minimum specifications, data spec sheets, and photographs. Evidence of a durable high-quality package.</li></ul>	
<b>Price &amp; Delivery</b>	<b>30 points</b>
<ul style="list-style-type: none"><li>Demonstration and documentation that the proposed unit is priced within reason when quality is considered, and that the unit can be delivered within the six-month time window.</li></ul>	
<b>Vendor's Background, Experience, and References</b>	<b>10 points</b>
<ul style="list-style-type: none"><li>The Bidder's experience in heavy equipment sales and services, and business references.</li></ul>	
<b>Breakdown of Costs</b>	<b>10 points</b>
<ul style="list-style-type: none"><li>Breakdown of costs, line items are complete and reasonable.</li></ul>	
<b>Distance to Service Facility</b>	<b>10 points</b>
<ul style="list-style-type: none"><li>Distance in kilometres to proponents licensed service facility.</li></ul>	
<b>Maximum Points Available</b>	<b>100 points</b>

The successful Bidder shall be notified of the Award verbally or electronically by the Lead Contact.

**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 act as Engineer of Record under the terms as included.

I, We \_\_\_\_\_  
(Name-Print) (Position)

of \_\_\_\_\_  
(Company Name)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
STREET 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.  
Last posted addendum on the website on Thursday August 17, 2023 \_\_\_\_\_

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

The following required information may be forwarded on the Vendor's forms and should include all manufacturers specification and submitted with the overall package. However, the information requested here, specifically should be clearly presented, easily understood, and easy to find.

Make:

Model:

Engine:

Warranty

Distance from Municipality of Magnetawan to Service facility: \_\_\_\_\_ km

Location of Service facility:

Price: \$ \_\_\_\_\_ (*HST not included*)

Other relevant information:



*The Municipality of Magnetawan presents*

**SENIORS FREE  
DINNER AND LEARN EVENT  
WEDNESDAY SEPTEMBER 27<sup>TH</sup>**



**Location: Magnetawan Community Centre**

***Presentation by Leslie Price, Program Coordinator for East Parry Sound Community Support Services at 5:00 pm***

***Roast Beef Dinner by Jimmy to be served at 6:00 pm***

***Come join us to learn about the programs that are offered in the East Parry Sound Area!***

**RESERVATIONS ARE REQUIRED BY WEDNESDAY SEPTEMBER 20<sup>TH</sup>  
AS THERE IS LIMITED SEATING**

**To register, please contact the Municipal Office at (705) 387-3947 or by email at [recreation@magnetawan.com](mailto:recreation@magnetawan.com)**

**Ontario** 

**FUNDED BY THE GOVERNMENT OF ONTARIO**

**Page 260 of 318**





# FIREWORKS

Magnetawan's Annual Canada Day

Fireworks Display

SATURDAY AUGUST 5TH

AT DUSK

AT THE LOCKS



*THERE ARE MULTIPLE SITES TO VIEW THE FIREWORKS including:*

*the Liquor Store Parking Lot, the Village Green, the Sparks Street Bridge, Centennial Park, and the Water!*

**BELATED**

**HAPPY BIRTHDAY CANADA!**

**Page 261 of 318**



Municipality of



**THE MUNICIPAL OFFICE WILL BE CLOSED  
MONDAY AUGUST 7, 2023  
CHAPMAN LANDFILL WILL REMAIN  
OPEN AS SCHEDULED**



***THE MUNICIPALITY OF  
MAGNETAWAN WOULD LIKE TO  
WISH EVERYONE A SAFE AND  
HAPPY CIVIC HOLIDAY***

# EXCITING NEWS!

**YOU CAN NOW SIGN UP TO RECEIVE YOUR  
TAX BILLS BY EMAIL!**



**HELP REDUCE YOUR CARBON FOOTPRINT!**

**Ratepayers now have the convenience of  
receiving their tax bills via email in lieu of a  
paper copy. Fill out our request form available  
on our website today!**

**FOR MORE INFORMATION CONTACT US  
AT (705) 387-3947 OR AT  
[TREASURER@MAGNETAWAN.COM](mailto:TREASURER@MAGNETAWAN.COM)**







# ICYMI In Case You Missed It! Council Highlights July 12, 2023



To read the complete minutes, agenda packages and by-laws please visit our website at [www.magnetawan.com](http://www.magnetawan.com)



Council passed By-law 2023-28 Road Fouling By-law to to prohibit or regulate the obstructing, encumbering, injuring, or fouling of highways or bridges within our Municipality. To view the new By-law in its entirety visit our website!

Council passed motion 2023-193 approving the request to lease the Ahmic Harbour Community Centre as a Daycare Centre. To view the deputation submitted visit our July 12<sup>th</sup> Council Meeting in Agenda and Minutes Page on our Website under Government.



Council passed resolution 2023-197 receiving the correspondence MAHC Hospital Local Share Update for information purposes only and directed Staff to put this item on the next Council Agenda for Council to discuss budget amounts to be set aside for the Muskoka Algonquin Healthcare Local Share Commitments. For more information regarding this project visit <https://www.mahc.ca/en/index.aspx>



MUSKOKA ALGONQUIN  
HEALTHCARE



Council passed resolution 2023-194 receiving the Staff Quarterly Reports from the Department Heads as presented for information only. Want to know what our departments are up to? Check out the agenda package posted on our website!



That you can find landfill and recycling information including FAQ's on our Landfill and Recycling page on our website under Residents! Looking for special event information like Hazmat Day? Check out our Events Calendar on our website!

**SAVE THE DATE**

The next open public meeting of Council is August 02, 2023, at 1:00 pm at the Magnetawan Community Centre.

**Council Approval Accounts Payable and Payroll**

Meeting Date: August 2/2023

<u>Accounts Payable</u>	<u>Amount</u>
Batch # <u>2023-00095</u>	\$ <u>300.00</u>
Cheque Date: <u>July 13/23</u>	
From: <u>24652</u> To: <u>24652</u>	
Batch # <u>2023-00097</u>	\$ <u>249,672.57</u>
Cheque Date: <u>July 21/23</u>	
From: <u>24653</u> To: <u>24717</u>	
Batch # <u>2023-00099</u>	\$ <u>500.00</u>
Cheque Date: <u>July 21/23</u>	
From: <u>24718</u> To: <u>24718</u>	
Batch # <u>2023-00101</u>	\$ <u>122,739.54</u>
Cheque Date: <u>July 31/23</u>	
From: <u>24731</u> To: <u>24747</u>	
EFT	
Batch # <u>2023-00102</u>	\$ <u>70,662.35</u>
<u>Total Accounts Payable</u>	<u>\$ 443,874.46</u>

**Cancelled Cheques**

<u>Payroll</u>	
Staff Pay	\$ <u>49,645.86</u>
Pay Period: # <u>14</u>	
Direct deposit and	
Cheque #            to #	

Staff Pay	\$
Pay Period: #	
Direct deposit and	
Cheque #            to #	

<u>Council Pay</u>	
Pay Period: #	
All Direct deposit	\$
<u>Total Payroll</u>	<u>\$ 49,645.86</u>
<u>Total for Resolution</u>	<u>\$ 493,520.32</u>

**Municipality of Magnetawan  
List Of Accounts for Approval**

Date Printed  
2023-07-26 11:34 AM

Batch: 2023-00095 to 2023-00104

Page 1

Bank Code - CURR - CURRENT ACCOUNT

**COMPUTER CHEQUE**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
24641	2023-07-13	VOID - PAYROLL			
24642	2023-07-13	VOID - PAYROLL			
24643	2023-07-13	VOID - PAYROLL			
24644	2023-07-13	VOID - PAYROLL			
24645	2023-07-13	VOID - PAYROLL			
24646	2023-07-13	VOID - PAYROLL			
24647	2023-07-13	VOID - PAYROLL			
24648	2023-07-13	VOID - PAYROLL			
24649	2023-07-13	VOID - PAYROLL			
24650	2023-07-13	VOID - PAYROLL			
24651	2023-07-13	VOID - PAYROLL			
24652	2023-07-13	<b>FORGET, CHANTAL</b>			
		CANADAYDAYZ	1-4-1000-5018 - COUNCIL - DO REIMBURSEMENT - CANA	270.16	
			1-1-1100-1102 - HST RECEIVA HSTBIReb Tax Code	29.84	300.00
24653	2023-07-21	<b>ADAMS BROS. CONSTRUCTION LTD.</b>			
		163397	1-4-4020-2020 - LF - LATRINE I TOILET RENTAL LANDFILI	152.64	
			1-4-4030-2015 - RECY - LATRI TOILET RENTAL LANDFILI	152.64	
			1-1-1100-1102 - HST RECEIVA HSTBIReb Tax Code	33.72	339.00
24654	2023-07-21	<b>ABC OVERHEAD GARAGE DOORS</b>			
		24001	1-4-3101-2400 - J - BUILDING M BUILDING MAINTENANCE	646.62	
			1-1-1100-1102 - HST RECEIVA HSTBIReb Tax Code	71.42	718.04
24655	2023-07-21	<b>ACTION FIRST AID</b>			
		73211	1-4-3101-2020 - J - SAFETY SU SAFETY SUPPLIES	5,858.33	
			1-1-1100-1102 - HST RECEIVA HSTBIReb Tax Code	647.08	6,505.41
24656	2023-07-21	<b>AGRICULTURE FORESTRY CONSTRUCTION INC</b>			
		4135	1-4-3216-2070 - BH3 - REPAIR BACKHOE #3 REPAIRS	1,027.20	
			1-1-1100-1102 - HST RECEIVA HSTBIReb Tax Code	113.46	1,140.66
		4137	1-4-3219-2070 - LOADER - REF WHEEL LOADER REPAIRS	1,521.79	
			1-1-1100-1102 - HST RECEIVA HSTBIReb Tax Code	168.09	1,689.88

**Municipality of Magnetawan**  
**List Of Accounts for Approval**  
Batch: 2023-00095 to 2023-00104

**COMPUTER CHEQUE**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
4127		1-4-3214-2070 - DOZ - REPAIR	DOZER REPAIRS	245.87	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	27.16	273.03
4169		1-4-3213-2070 - COM - REPAIR	LANDFILL COMPACTOR &	175.54	
		1-4-3216-2070 - BH3 - REPAIR	LANDFILL COMPACTOR &	1,841.55	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	222.80	2,239.89
			Payment Total:		5,343.46
<b>24657</b>	<b>2023-07-21</b>	<b>ALGONQUIN CLEAN WATER SERVICES INC</b>			
1792		1-4-4300-2010 - W-SYS - MATE	UNIT FOR PARK-FIRED IN	909.88	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	100.50	1,010.38
<b>24658</b>	<b>2023-07-21</b>	<b>DARCH FIRE</b>			
CI30007081		1-4-2000-2018 - FD - PPE & FIF	BOOTS & CUTTERS - FD	690.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	76.31	767.16
<b>24659</b>	<b>2023-07-21</b>	<b>Township Of Armour</b>			
ARM 23-75		1-4-2200-2010 - BLEO - MATEF	JUNE BYLAW EXPENSES,	5.74	
		1-4-2200-2025 - BLEO - MILEA	JUNE BYLAW EXPENSES,	482.59	
		1-4-2200-1010 - BLEO - WAGE	JUNE BYLAW EXPENSES,	2,213.89	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	298.47	3,000.69
<b>24660</b>	<b>2023-07-21</b>	<b>TOROMONT CAT</b>			
F29443031		1-4-3022-3030 - B2- RENTED E	RENTAL - BUSHING TRIMI	2,493.89	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	275.46	2,769.35
<b>24661</b>	<b>2023-07-21</b>	<b>BELL CANADA</b>			
3620-JULY2023		1-4-4020-2120 - LF - OFFICE	CHAPMAN LANDFILL OFF	96.60	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	10.32	106.92
<b>24662</b>	<b>2023-07-21</b>	<b>Bell Mobility</b>			
519949447JULY		1-4-1200-2052 - ADMIN - CELL	CELL TELEPHONES-JUNE	495.37	
		1-4-1200-2052 - ADMIN - CELL	CELL TELEPHONES-JULY	509.01	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	110.94	1,115.32
<b>24663</b>	<b>2023-07-21</b>	<b>BELL MOBILITY INC</b>			
6875JULY2023		1-4-2000-2053 - FD - COMMUN	TOWER RENTAL-FIRE	59.89	
		1-4-3101-2053 - J - COMMUNIC	TOWER RENTAL-PUBLIC	59.88	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	13.23	133.00
<b>24664</b>	<b>2023-07-21</b>	<b>BRAY MOTORS LIMITED</b>			
13904		1-4-7219-2070 - TR13 - REPAIF	FRONT BRAKE MAINTENAF	987.15	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	109.03	1,096.18
<b>24665</b>	<b>2023-07-21</b>	<b>BAKER BRETT</b>			
20230826		1-4-2600-2015 - REC - EVENTS	MUSIC IN THE PARK - AU	800.00	800.00
<b>24666</b>	<b>2023-07-21</b>	<b>CLUGSTON, TOM</b>			
229		1-4-2006-7140 - AHMIC STATIC	AHMIC HARBOUR FIRE H/	526.13	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	58.11	584.24
<b>24667</b>	<b>2023-07-21</b>	<b>COMPUTER TECH CD</b>			
2207		1-4-1200-2130 - ADMIN - COMF	SERVICE CONTRACT-JUL	271.70	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	30.01	301.71
<b>24668</b>	<b>2023-07-21</b>	<b>COMWAVE</b>			
314963		1-4-1200-2050 - ADMIN - TELEI	VOIP LINES	81.10	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.96	90.06
<b>24669</b>	<b>2023-07-21</b>	<b>HALL DEBBIE ANN</b>			
0001556		1-4-2100-2210 - CBO - LEGAL I	BUILDING LEGAL FEES	1,063.19	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	117.43	1,180.62
<b>24670</b>	<b>2023-07-21</b>	<b>DEAN'S AUTO CARE</b>			
21488		1-4-7200-2400 - PARKS - REPA	LEFT REAR TIRE REPARI	45.74	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.05	50.79
<b>24671</b>	<b>2023-07-21</b>	<b>CINDY LEGGETT</b>			
396492		1-4-2600-2400 - REC - RECRE/	AQUA FITNESS BELTS	159.20	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	17.59	176.79
<b>24672</b>	<b>2023-07-21</b>	<b>ECOVUE CONSULTING SERVICES</b>			
23-2125-402		1-1-1100-1180 - R/A - CORDUA	CORDUA CONSENT	1,099.01	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	121.39	1,220.40
22-2125-603		1-1-1100-1138 - A/R - W. GREE	GREEN SEVERANCE	1,305.08	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	144.15	1,449.23
21-2125-1004		1-1-1100-2022 - A/R - Muszynsk	MUSZYNSKI PLANNING	274.75	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	30.35	305.10
21-2125-210V		1-4-8010-5012 - PLN - OFFICIA	ZONING BY-LAW UPDATE	315.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.84	350.30
21-2125-210		1-4-8010-5012 - PLN - OFFICIA	ZONING BY-LAW UPDATE	315.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.84	350.30
21-2125-211V		1-4-8010-5012 - PLN - OFFICIA	ZONING BY-LAW UPDATE	1,617.99	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	178.71	1,796.70
21-2125-211		1-4-8010-5012 - PLN - OFFICIA	ZONING BY-LAW UPDATE	1,617.99	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	178.71	1,796.70
			Payment Total:		7,268.73
<b>24673</b>	<b>2023-07-21</b>	<b>ENVIRONMENTAL 360 SOLUTIONS LTD.</b>			
L-204088		1-4-3700-2010 - PARKING - MA	MONTHLY TOILET RENTA	167.90	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18.55	186.45
L-204089		1-4-7200-2010 - PARKS - MATE	MONTHLY TOILET RENTA	167.90	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18.55	186.45
L-204185		1-4-7200-2010 - PARKS - MATE	MONTHLY TOILET RENTA	167.90	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18.55	186.45
L-204087		1-4-7500-2010 - LOCKS - MATE	MOTHLY TOILET RENTAL-	165.00	
		1-4-7100-2400 - WHARFS - RE	MOTHLY TOILET RENTAL-	167.90	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	21.45	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	18.55	372.90
			Payment Total:		932.25
<b>24674</b>	<b>2023-07-21</b>	<b>2757986 ONTARIO INC</b>			
4177		1-4-2600-2015 - REC - EVENTS	2024 CANADA DAY @ VILI	966.72	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	106.78	1,073.50
<b>24675</b>	<b>2023-07-21</b>	<b>FOWLER CONSTRUCTION COMPANY</b>			
70054		1-4-3031-2010 - C1 - MATERIAI	COLD MIX PATCHING	1,882.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	207.88	2,089.91
<b>24676</b>	<b>2023-07-21</b>	<b>GRAY JAMES</b>			
20230805		1-4-2600-2015 - REC - EVENTS	MUSIC IN THE PARK - AU	400.00	400.00



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<b>24677</b> 20230902	<b>2023-07-21</b>	<b>HANCOCK, RYAN</b> 1-4-2600-2015 - REC - EVENTS	MUSIC IN THE PARK - SEF	3,500.00	3,500.00
<b>24678</b> 1031891	<b>2023-07-21</b>	<b>HUBB CAP</b> 1-4-3011-2010 - A - MATERIAL:	CULVERTS-ROADS SUPP	15,699.56	17,433.64
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,734.08	
1032083		1-4-3011-2010 - A - MATERIAL:	CULVERTS - ROADS SUPP	1,923.27	2,135.70
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	212.43	
			Payment Total:		19,569.34
<b>24679</b> 20	<b>2023-07-21</b>	<b>JOHNSTON CALVIN</b> 1-4-3042-4010 - D2 - CONTRAC	CONTRACT-GRADING-JUI	3,704.07	4,113.20
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	409.13	
<b>24680</b> 2914655	<b>2023-07-21</b>	<b>KIDD'S HOME HARDWARE BUILDING CENTRE</b> 1-4-7200-2400 - PARKS - REPA	SUPPLIES	15.25	16.94
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.69	
<b>24681</b> SJ-87	<b>2023-07-21</b>	<b>LLOYD BARRY</b> 1-4-3101-2400 - J - BUILDING M	ROADS LIGHTING WASHF	294.56	323.70
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	29.14	
SJ-86		1-4-7700-2400 - AHMIC - REPA	AHMIC HALL,REPLACEEL	1,744.98	1,971.83
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	226.85	
			Payment Total:		2,295.53
<b>24682</b> 20230713	<b>2023-07-21</b>	<b>BRANDT LAURA</b> 1-4-2600-8000 - REC - CAPITAL	ROLLER SKATING AIDS-R	244.16	271.14
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	26.98	
20230710		1-4-1200-1310 - ADMIN - CONF	AMCTO CONFERENCE	29.76	33.05
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.29	
			Payment Total:		304.19
<b>24683</b> 10243365	<b>2023-07-21</b>	<b>MAGNETAWAN BUILDING CENTRE (PARKS)</b> 1-4-1200-2010 - ADMIN - OFFIC	SUPPLIES	36.09	40.08
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.99	
102-42854		1-4-7700-2400 - AHMIC - REPA	SUPPLIES	80.48	90.94
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	10.46	
102-42855		1-4-7200-2010 - PARKS - MATE	SUPPLIES	32.03	35.57
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.54	
101-121795		1-4-7200-2012 - PARKS - FLOV	FLOWERS	611.12	678.62
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	67.50	
101-121872		1-4-7200-2400 - PARKS - REPA	SUPPLIES	30.21	33.55
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.34	
101-117852		1-4-7219-2070 - TR13 - REPAIF	SUPPLIES	23.79	26.42
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.63	
101-117853		1-4-7300-2010 - HALL - MATER	SUPPLIES	69.99	79.09
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	9.10	
102-41832		1-4-7300-2400 - HALL - REPAIF	SUPPLIES	52.61	59.45
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	6.84	
101-120949		1-4-7200-2400 - PARKS - REPA	SUPPLIES	26.99	29.97
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	2.98	
101-120877		1-4-7200-2010 - PARKS - MATE	SUPPLIES	76.87	85.36
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.49	
101-119248		1-4-7200-2010 - PARKS - MATE	SUPPLIES	8.13	

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			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.90	9.03
102-42609			1-4-7200-2400 - PARKS - REPA	SUPPLIES	5.98	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.66	6.64
102-42610			1-4-7300-2010 - HALL - MATER	SUPPLIES	113.38	
			1-4-7300-2400 - HALL - REPAIF	SUPPLIES	166.89	
			1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	36.44	316.71
101-121612			1-4-7700-2400 - AHMIC - REPA	SUPPLIES	56.69	
			1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	7.37	64.06
104-91519			1-4-7200-2010 - PARKS - MATE	SUPPLIES	30.66	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.39	34.05
				Payment Total:		1,589.54
<b>24684</b>	<b>2023-07-21</b>	<b>MAGNETAWAN BUILDING CENTRE (ROADS)</b>				
103-13996			1-4-3101-2010 - J - MATERIALS	SUPPLIES	17.29	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.91	19.20
<b>24685</b>	<b>2023-07-21</b>	<b>MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)</b>				
101-122015			1-4-2005-7140 - MAG STATION	SUPPLIES	92.55	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.92	98.47
103-113967			1-4-2000-2120 - FD - OFFICE	SUPPLIES	9.13	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.01	10.14
				Payment Total:		108.61
<b>24686</b>	<b>2023-07-21</b>	<b>MAGNETAWAN BUILDING CENTRE (LANDFILL)</b>				
103-114856			1-4-4020-2010 - LF - MATERIAL	SUPPLIES	3.55	
			1-4-4030-2010 - RECY - MATEF	SUPPLIES	3.55	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.79	7.89
101-121980			1-4-4020-2120 - LF - OFFICE	SUPPLIES	38.94	38.94
101-121796			1-4-4020-2400 - LF - REPAIRS	SUPPLIES	64.22	
			1-4-4030-2400 - RECY - REPAI	SUPPLIES	64.22	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.19	142.63
101-120880			1-4-4020-2120 - LF - OFFICE	SUPPLIES	6.49	
			1-4-4030-2120 - RECY - OFFIC	SUPPLIES	6.49	12.98
101-120550			1-4-4020-2120 - LF - OFFICE	SUPPLIES	12.98	
			1-4-4030-2120 - RECY - OFFIC	SUPPLIES	12.98	25.96
				Payment Total:		228.40
<b>24687</b>	<b>2023-07-21</b>	<b>MATHEWS DINSDALE &amp; CLARK LLP</b>				
448091			1-4-1200-2215 - ADMIN - LEGA	LEGAL MATTERS	4,108.57	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	453.81	4,562.38
<b>24688</b>	<b>2023-07-21</b>	<b>MORRIS, MICHAEL</b>				
230407-001			1-3-5010-7500 - CEM - CEMETI	DUPLICATE PAYMENT RE	50.88	
			1-2-1000-1011 - A/P-PUBLIC TR	DUPLICATE PAYMENT RE	203.52	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	28.10	282.50
<b>24689</b>	<b>2023-07-21</b>	<b>MINISTER OF FINANCE</b>				
3224042310590			1-4-2500-2010 - PROTECT - PC	MARCH 2023 OPP LSR BIL	39,043.00	39,043.00
3006032307292			1-4-2500-2010 - PROTECT - PC	2022 OCT-DEC REVENUE	-541.56	-541.56
				Payment Total:		38,501.44
<b>24690</b>	<b>2023-07-21</b>	<b>MINUTEMAN PRESS</b>				
20056			1-4-2100-2010 - CBO - MATERI	500 INSPECTION REPORT	181.03	
			1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	20.00	201.03
<b>24691</b>	<b>2023-07-21</b>	<b>MIDDLEBROOK, TRAVIS</b>				

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20230819		1-4-2600-2015 - REC - EVENTS	MUSIC IN THE PARK - AU	140.00	140.00
<b>24692</b>	<b>2023-07-21</b>	<b>MELOY DAVE</b>			
20230812		1-4-2600-2015 - REC - EVENTS	MUSIC IN THE PARK - AU	200.00	200.00
<b>24693</b>	<b>2023-07-21</b>	<b>CEDAR SIGNS</b>			
INV/2023/2631		1-4-3101-2350 - J - SIGNAGE	ROADS SIGNAGE	150.55	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.63	167.18
<b>24694</b>	<b>2023-07-21</b>	<b>A MIRON TOPSOIL LTD</b>			
2064		1-4-3041-2010 - D1 - MATERIAL	HOLDEN RD. GRAVEL PA	2,019.83	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	223.10	2,242.93
<b>24695</b>	<b>2023-07-21</b>	<b>JIM MOORE PETROLEUM</b>			
626135		1-4-3101-2021 - J - PREMIUM C	PREMIUM GASOLINE	837.23	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	92.48	929.71
621611		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	1,038.76	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	114.73	1,153.49
625245		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	174.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	19.27	193.73
625246		1-4-3101-2023 - J - DYED DIES	DYED DIESEL	425.06	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	46.95	472.01
625364		1-4-3101-2021 - J - PREMIUM C	PREMIUM GASOLINE	604.03	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	66.72	670.75
625900		1-4-3101-2022 - J - CLEAR DIE	CLEAR DIESEL	836.46	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	92.39	928.85
625720		1-4-3101-2023 - J - DYED DIES	DYES DIESEL	711.37	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	78.57	789.94
625721		1-4-3101-2021 - J - PREMIUM C	PREMIUM GASOLINE	792.50	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	87.53	880.03
			Payment Total:		6,018.51
<b>24696</b>	<b>2023-07-21</b>	<b>MHBC PLANNING LIMITED</b>			
5030378		1-1-1100-1139 - A/R - KLAHANI	MAGNETAWAN-CAMP KL	1,041.92	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	115.09	1,157.01
<b>24697</b>	<b>2023-07-21</b>	<b>METCALF CHAD</b>			
20230701		1-2-1000-1083 - ENTRANCE SE	ENTRANCE SECURITY DE	500.00	500.00
<b>24698</b>	<b>2023-07-21</b>	<b>NICHOLSON GREENHOUSES</b>			
20230630		1-4-7200-2012 - PARKS - FLOV	FLOWERS	1,811.33	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	200.07	2,011.40
<b>24699</b>	<b>2023-07-21</b>	<b>NORTH BAY PARRY SOUND DISTRICT HEALTH</b>			
JULY2023		1-4-6400-2010 - HEALTH - HEA	JULY 2023 HEALTH UNIT I	3,874.51	3,874.51
AUGUST2023		1-4-6400-2010 - HEALTH - HEA	AUGUST 2023 HEALTH UN	3,874.51	3,874.51
			Payment Total:		7,749.02
<b>24700</b>	<b>2023-07-21</b>	<b>Hydro One Networks</b>			
2621JUNE23		1-4-2006-2030 - AHMIC STATIC	60 AHMIC ST.	48.43	
		1-4-7700-2030 - AHMIC - HYDR	60 AHMIC ST.	95.01	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	13.69	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	5.92	163.05
6780JUNE23		1-4-7205-2030 - P - HYDRO	6527 HWY 124	30.22	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.71	33.93

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Payment #	Date	Vendor Name	GL Account	GL Transaction Description	Detail Amount	Payment Amount
5146	JUNE23	1-4-2000-2029 - FD - HYDRO -	226	SIDERD 15 16 N	30.42	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	3.70	34.12
3087	JULY23	1-4-3800-5014 - STREET - AHM	00	HWY 124, AHMIC HARE	50.82	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	6.35	57.17
3189	JULY23	1-4-3800-5016 - STREET - ROC	14	CONCESSION LOT 18	31.72	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	3.82	35.54
				Payment Total:		323.81
<b>24701</b>	<b>2023-07-21</b>	<b>GF PRESTON SALES AND SERVICE LTD.</b>				
IN01482		1-4-7200-2400 - PARKS - REPA		CHAINSAW - HUSQVARN/	557.58	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	61.59	619.17
<b>24702</b>	<b>2023-07-21</b>	<b>POLLARD DISTRIBUTION INC</b>				
8161		1-4-3043-2010 - D3 - MATERIAI		ROADS-DUST CONTROL	7,266.46	
		1-4-3043-4010 - D3 - CONTRAC		ROADS-DUST CONTROL	3,579.01	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	1,197.92	12,043.39
8190		1-4-3043-2010 - D3 - MATERIAI		ROADS-DUST CONTROL	7,017.91	
		1-4-3043-4010 - D3 - CONTRAC		ROADS-DUST CONTROL	3,456.58	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	1,156.95	11,631.44
8247		1-4-3043-2010 - D3 - MATERIAI		ROADS-DUST CONTROL	7,292.78	
		1-4-3043-4010 - D3 - CONTRAC		ROADS-DUST CONTROL	3,591.96	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	1,202.26	12,087.00
8146		1-4-3043-2010 - D3 - MATERIAI		ROADS-DUST CONTROL	11,076.71	
		1-4-3043-4010 - D3 - CONTRAC		ROADS-DUST CONTROL	5,455.70	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	1,826.07	18,358.48
8343		1-4-3043-2010 - D3 - MATERIAI		ROADS-DUST CONTROL	7,784.12	
		1-4-3043-4010 - D3 - CONTRAC		ROADS-DUST CONTROL	3,833.96	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	1,283.27	12,901.35
8312		1-4-3043-2010 - D3 - MATERIAI		ROADS-DUST CONTROL	14,825.64	
		1-4-3043-4010 - D3 - CONTRAC		ROADS-DUST CONTROL	7,203.66	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	2,411.13	24,240.43
				Payment Total:		91,262.09
<b>24703</b>	<b>2023-07-21</b>	<b>PSD CITYWIDE INC.</b>				
19428		1-4-1500-1010 - ASSET - WAGI		COORDINATOR SUPPORT	814.08	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	89.92	904.00
<b>24704</b>	<b>2023-07-21</b>	<b>Red Stallion</b>				
T00435		1-4-3101-2010 - J - MATERIALS		LANDFILL MATERIALS	189.17	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	20.90	210.07
<b>24705</b>	<b>2023-07-21</b>	<b>RUSSELL CHRISTIE LLP</b>				
63-283-419*		1-4-8010-5014 - PLN - GENER/		SHORT TERM RENTALS	313.52	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	34.63	348.15
63-283-426		1-4-8010-2210 - PLN - LEGAL F		DEOL, SARBJIT & PARMIN	536.65	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	59.28	595.93
63-283-414*		1-1-1100-2014 - A/R - C JAMES		JAMES, COLLIN - ZONING	926.53	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	102.34	1,028.87
63-283-276,05		1-4-1200-2210 - ADMIN - LEGA		GENERAL MATTERS	244.22	
		1-1-1100-1102 - HST RECEIVA		HSTBIReb Tax Code	26.98	271.20
				Payment Total:		2,244.15
<b>24706</b>	<b>2023-07-21</b>	<b>SANDERSON MONUMENT CO. LTD</b>				
2239399		1-4-5010-2400 - CEM - REPAIR		VICKI BRENNAN-RELOCA	127.20	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	14.05	141.25
<b>24707</b>	<b>2023-07-21</b>	<b>SDB TRUCK &amp; EQUIPMENT REPAIRS</b>			
12944		1-4-3228-2070 - TR28 - REPAIF	TRUCK #28 - SERVICE CA	213.70	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	23.60	237.30
12917		1-4-7218-2070 - TR12 - REPAIF	TRUCK 12 MONTHLY INSF	86.50	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	9.55	96.05
			Payment Total:		333.35
<b>24708</b>	<b>2023-07-21</b>	<b>STAPLES BUSINESS ADVANTAGE</b>			
63492895		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	73.33	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8.09	81.42
<b>24709</b>	<b>2023-07-21</b>	<b>TOWNSHIP OF STRONG</b>			
2023-00020		1-4-3101-2010 - J - MATERIALE	7 TRAFFIC CONTROL TRA	576.30	576.30
<b>24710</b>	<b>2023-07-21</b>	<b>SIGNCRAFT CANADA INC.</b>			
2240		1-4-2300-8000 - ED - CAPITAL	3 SETS OF DECALS-BUSII	228.96	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	25.29	254.25
2290		1-4-2600-2015 - REC - EVENTS	CANADA DAY BANNER-D/	106.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.80	118.65
2289		1-4-2600-2400 - REC - RECRE/	X MARKS THE SPOT SIGN	141.45	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	15.62	157.07
2291		1-4-4030-4018 - RECY - HOUSI	HAZMAT SIGN	38.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	4.27	42.94
			Payment Total:		572.91
<b>24711</b>	<b>2023-07-21</b>	<b>TRACKS &amp; WHEELS EQUIPMENT BROKERS</b>			
P14970		1-4-7214-2070 - TRACTOR 3 - I	TRACTOR 3 REPAIRS	344.97	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	38.10	383.07
<b>24712</b>	<b>2023-07-21</b>	<b>TRACKMATICS INC</b>			
40960		1-4-2110-2045 - CBO VEHICLE	GPS MONITORING-BUILD	35.62	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.93	39.55
40944		1-4-7200-2045 - PARKS - GPS I	MONTHLY GPS MONITORIN	106.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	11.80	118.65
40992		1-4-3101-2045 - J - GPS MONIT	MONTHLY GPS MONITOR	487.43	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	53.84	541.27
			Payment Total:		699.47
<b>24713</b>	<b>2023-07-21</b>	<b>TRI-CITY EQUIPMENT</b>			
101563		1-4-3023-3015 - B3 - RENTED E	CONTRACT #106246 - REI	9,007.30	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	994.90	10,002.20
<b>24714</b>	<b>2023-07-21</b>	<b>UNITED RENTALS</b>			
221233848-001		1-4-3045-3015 - D5 - EQUIPME	RENTAL-GRAVEL ROLLEF	5,656.24	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	624.75	6,280.99
<b>24715</b>	<b>2023-07-21</b>	<b>Valley Blades Limited</b>			
S069368		1-4-3051-2010 - E1 - MATERIAI	SNOW PLOWING MATERI	315.25	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	34.82	350.07
070239		1-4-3051-2010 - E1 - MATERIAI	SNOW PLOWING PARTS	320.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	35.42	356.09
			Payment Total:		706.16
<b>24716</b>	<b>2023-07-21</b>	<b>D.M. WILLS ASSOCIATES</b>			
23830		1-4-3011-8000 - A - CULVERT/E	BRIDGE #8 ORANGE VALI	508.80	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	56.20	565.00
24717 85732489	2023-07-21	XEROX CANADA LTD 1-4-1200-2140 - ADMIN - COPY	MONTHLY COPYING EXPI	392.00	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	43.30	435.30
24718 REFUND2023	2023-07-21	OSBORNE, RONALD 1-2-1000-1082 - ENCROACHMI	ENCROACHMENT DEPOS	500.00	500.00
24719	2023-07-26	VOID - PAYROLL			
24720	2023-07-26	VOID - PAYROLL			
24721	2023-07-26	VOID - PAYROLL			
24722	2023-07-26	VOID - PAYROLL			
24723	2023-07-26	VOID - PAYROLL			
24724	2023-07-26	VOID - PAYROLL			
24725	2023-07-26	VOID - PAYROLL			
24726	2023-07-26	VOID - PAYROLL			
24727	2023-07-26	VOID - PAYROLL			
24728	2023-07-26	VOID - PAYROLL			
24729	2023-07-26	VOID - PAYROLL			
24730	2023-07-26	VOID - PAYROLL			
24731 2023-090	2023-07-31	AHMIC MARINE LTD. 1-4-7200-2400 - PARKS - REPA	APR-MAY 2023 DOCK MAI	2,733.85	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	301.96	3,035.81
2023-0100		1-4-7200-2400 - PARKS - REPA	MAY 2023 DOCK REPAIR-I	5,861.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	647.41	6,508.80
2023-089		1-4-7200-2400 - PARKS - REPA	TURN ON WATER SYSTEI	205.20	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	22.66	227.86
2023-088		1-4-3101-2080 - J - SMALL TOC	LANDFILL-HUSKY LEAF BI	529.15	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	58.45	587.60
			Payment Total:		10,360.07
24732 2023-144	2023-07-31	DREAM CATCHER FIREWORKS 1-4-2600-2015 - REC - EVENTS	CANADA DAY FIREWORK	6,303.73	

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		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	696.27	7,000.00
<b>24733</b>	<b>2023-07-31</b>	<b>COMPUTER TECH CD</b>			
2212		1-4-1200-2130 - ADMIN - COMF	2 LAPTOPS, DEPUTY CLE	1,170.24	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	129.26	1,299.50
<b>24734</b>	<b>2023-07-31</b>	<b>ECOVUE CONSULTING SERVICES</b>			
23-2125-303		1-1-1100-2022 - A/R - Muszynsk	MUSZYNSKI	137.38	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	15.17	152.55
<b>24735</b>	<b>2023-07-31</b>	<b>FOWLER CONSTRUCTION COMPANY</b>			
70559		1-4-3031-2010 - C1 - MATERIAL	COLD MIX ASPHALT	3,830.27	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	423.07	4,253.34
69776		1-4-3045-2010 - D5 - MATERIAL	GRAVEL A + B	53,929.58	
		1-4-3045-4010 - D5 - CONTRAC	GRAVEL A + B	23,112.67	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	8,509.61	85,551.86
			Payment Total:		89,805.20
<b>24736</b>	<b>2023-07-31</b>	<b>JOHNSTON CALVIN</b>			
21		1-4-3021-4010 - B1 - CONTRAC	ROADSIDE MOWING	10,176.02	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1,123.98	11,300.00
<b>24737</b>	<b>2023-07-31</b>	<b>KIDD'S HOME HARDWARE BUILDING CENTRE</b>			
2915185		1-4-7700-2400 - AHMIC - REPA	AHMIC KITCHEN SUPPLIE	48.45	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	6.30	54.75
<b>24738</b>	<b>2023-07-31</b>	<b>MAGNETAWAN BUILDING CENTRE (PARKS)</b>			
103-115078		1-4-7200-2010 - PARKS - MATE	SUPPLIES	2.54	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	0.29	2.83
104-92048		1-4-7700-2010 - AHMIC - MATE	SUPPLIES	51.12	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	6.65	57.77
102-43801		1-4-7200-1010 - PARKS - WAG	SUPPLIES	14.61	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.62	16.23
101-122738		1-4-7700-2010 - AHMIC - MATE	SUPPLIES	96.08	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	12.49	108.57
101-122662		1-4-7700-2010 - AHMIC - MATE	SUPPLIES	17.43	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	2.27	19.70
101-122279		1-4-7200-1010 - PARKS - WAG	SUPPLIES	9.15	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	1.01	10.16
104-91846		1-4-7700-2400 - AHMIC - REPA	SUPPLIES	65.25	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	8.48	73.73
101-122269		1-4-7300-2400 - HALL - REPAIF	SUPPLIES	9.89	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	1.29	11.18
			Payment Total:		300.17
<b>24739</b>	<b>2023-07-31</b>	<b>MAGNETAWAN BUILDING CENTRE (ROADS)</b>			
103-115327		1-4-3101-2010 - J - MATERIALS	SUPPLIES	254.36	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	28.09	282.45
<b>24740</b>	<b>2023-07-31</b>	<b>MAGNETAWAN BUILDING CENTRE (LANDFILL)</b>			
104-92157		1-4-4020-2010 - LF - MATERIAL	SUPPLIES	17.76	
		1-4-4030-2010 - RECY - MATEF	SUPPLIES	17.75	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.93	39.44
103-115225		1-4-4020-2120 - LF - OFFICE	SUPPLIES	12.98	
		1-4-4030-2120 - RECY - OFFIC	SUPPLIES	12.98	25.96

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				Payment Total:	65.40
<b>24741</b>	<b>2023-07-31</b>	<b>MAC LANG (SUNDRIDGE) LIMITED</b>			
CCCS200103		1-4-3223-2070 - TR23 - REPAIF	TRUCK #23 OIL CHANGE	66.65	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	7.37	74.02
CCCS200504		1-4-3223-2070 - TR23 - REPAIF	TRUCK #23 - YELLOW AN	419.51	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	46.34	465.85
				Payment Total:	539.87
<b>24742</b>	<b>2023-07-31</b>	<b>MUSKOKA RENT ALL</b>			
443289		1-4-7200-2010 - PARKS - MATE	PARKS SUPPLIES	255.32	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	28.20	283.52
<b>24743</b>	<b>2023-07-31</b>	<b>NEAR NORTH INDUSTRIAL SOLUTIONS</b>			
86971		1-4-3101-2010 - J - MATERIALS	ROADS MATERIALS	230.39	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	25.45	255.84
86758CR		1-4-3101-2020 - J - SAFETY SU	DUPLICATE PAYMENT	-142.88	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	-15.78	-158.66
				Payment Total:	97.18
<b>24744</b>	<b>2023-07-31</b>	<b>NEAR NORTH LABORATORIES INC.</b>			
96460		1-4-4300-2010 - W-SYS - MATE	WATER TESTING-JULY 20	145.65	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	16.09	161.74
<b>24745</b>	<b>2023-07-31</b>	<b>ORKIN CANADA CORPORATION</b>			
C-4097880		1-4-7300-2400 - HALL - REPAIF	RODENT, WASHROOM & ,	286.94	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	37.30	324.24
C-4096397		1-4-7700-2400 - AHMIC - REPA	WASHROOM & RODENT C	90.00	
		1-1-1100-1101 - HST RECEIVA	HST100%Reb Tax Code	11.70	101.70
				Payment Total:	425.94
<b>24746</b>	<b>2023-07-31</b>	<b>SLING-CHOKER MFG. (NORTH BAY) LTD.</b>			
99955		1-4-3101-2020 - J - SAFETY SU	SAFETY SUPPLIES	406.05	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	44.85	450.90
<b>24747</b>	<b>2023-07-31</b>	<b>STAPLES BUSINESS ADVANTAGE</b>			
63651319		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	31.54	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	3.48	35.02
63638847		1-4-1200-2010 - ADMIN - OFFIC	OFFICE SUPPLIES	112.82	
		1-1-1100-1102 - HST RECEIVA	HSTBIReb Tax Code	12.46	125.28
				Payment Total:	160.30
				Total COMPUTER CHEQUE:	373,212.11

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<b>JULY 24/2023</b>	<b>2023-07-24</b>	<b>RECEIVER GENERAL</b>			
JULY1-JULY15		1-2-1000-1047 - CPP PAYABLE	JULY 1-JULY 15/2023 PAY	787.00	
		1-2-1000-1048 - EI PAYABLE	JULY 1-JULY 15/2023 PAY	379.34	
		1-2-1000-1049 - INCOME TAX F	JULY 1-JULY 15/2023 PAY	2,589.70	3,756.04
JULY1-JULY15		1-2-1000-1047 - CPP PAYABLE	JULY 1-JULY 15/2023 PAY	6,004.90	
		1-2-1000-1048 - EI PAYABLE	JULY 1-JULY 15/2023 PAY	1,873.03	
		1-2-1000-1049 - INCOME TAX F	JULY 1-JULY 15/2023 PAY	8,578.90	16,456.83
				Payment Total:	16,456.83
<b>JULY 4/2023</b>	<b>2023-07-04</b>	<b>MINISTER OF FINANCE EFT</b>			



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JUNE2023		1-2-1000-1045 - EHT PAYABLE	JUNE 2023 EHT INSTALLM	2,728.50	2,728.50
<b>JULY 5/2023</b>	<b>2023-07-05</b>	<b>RECEIVER GENERAL</b>			
JUNE15-JUNE3		1-2-1000-1047 - CPP PAYABLE	JUNE 15-JUNE 30/2023 PA	565.62	
		1-2-1000-1048 - EI PAYABLE	JUNE 15-JUNE 30/2023 PA	308.62	
		1-2-1000-1049 - INCOME TAX F	JUNE 15-JUNE 30/2023 PA	1,623.67	2,497.91
JUNE15-JUNE3		1-2-1000-1047 - CPP PAYABLE	JUNE 15-JUNE 30/2023 PA	6,668.68	
		1-2-1000-1048 - EI PAYABLE	JUNE 15-JUNE 30/2023 PA	2,051.84	
		1-2-1000-1049 - INCOME TAX F	JUNE 15-JUNE 30/2023 PA	9,853.09	18,573.61
			Payment Total:		18,573.61
<b>JULY 5/2023</b>	<b>2023-07-05</b>	<b>OMERS EFT</b>			
JUNE2023		1-2-1000-1022 - OMERS PAYAI	JUNE 2023 OMERS PENSI	21,407.50	
		1-4-3101-1010 - J - WAGES AN	JUNE 2023 OMERS PENSI	434.34	21,841.84
<b>JULY 6/2023</b>	<b>2023-07-06</b>	<b>WORKPLACE SAFETY &amp; INSURANCE BOARD - EF</b>			
JUNE2023		1-2-1000-1046 - WSIB PAYABL	JUNE 2023 WSIB REMITT/	4,238.12	
		1-4-2000-1010 - FD - WAGES 8	JUNE 2023 WSIB REMITT/	569.50	4,807.62
			Total ONLINE BANKING:		70,662.35
			Total CURR:		443,874.46

Certified August 2nd, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Treasurer

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2023 -**

**BEING A BY-LAW TO ESTABLISH A SYSTEM OF ADMINISTRATIVE MONETARY PENALTIES FOR NON-COMPLIANCE WITH BY-LAWS FOR THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

---

**WHEREAS** pursuant to sections 8, 9, and 10 of the *Municipal Act, 2001*, as amended, a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other *Act*.

**AND WHEREAS** section 434.1 (1) of the *Municipal Act, S.O. 2001, c.25*, as amended, without limiting Sections 9, 10, and 11, a Municipality may require a person, subject to such conditions as the Municipality considers appropriate, to pay an administrative penalty if the Municipality is satisfied that the person has failed to comply with a By-law of the Municipality passed under this *Act, 2017, c. 10, Sched. 1, s. 75*;

**AND WHEREAS** section 434.1 of the *Municipal Act, S.O. 2001, c.25*, as amended, without limiting sections 9, 10, and 11 a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a By-law of the municipality passed under this *Act 2017, c 10, Sched. 1, s. 75*.

**AND WHEREAS** section 434.2 of the *Municipal Act, S.O. 2001, c.25*, as amended provides that an Administrative Monetary Penalty imposed by the Municipality on a person constitutes a debt of the person to the Municipality and may be added to the Owner's tax roll and collected in the same manner as property taxes;

**AND WHEREAS** section 15.4.1 (1) of the *Building Code Act, 1992 S.O. 1992, c.23*, as amended authorizes a Municipality to pass a By-law that may require a person, to pay an administrative penalty if the Municipality is satisfied that the person has failed to comply with, a By-law of the Municipality passed under section 15.1 of the *Building Code Act, 1992*, as amended, or an order of an Officer made under subsection 15.2 (2) or 15.3 or the *Building Code Act, 1992*, as amended;

**AND WHEREAS** section 102.1(1) of the *Municipal Act, S.O. 2001, c.25*, as amended, provides that a Municipality may require a person to pay an Administrative Penalty if the Municipality is satisfied that the person failed to comply with any By-Laws respecting the parking, standing or stopping of vehicles;

**AND WHEREAS** pursuant to section 391 of the *Municipal Act, S.O. 2001, c.25*, as amended a Municipality may impose fees or charges on persons for services provided or done by or on behalf of it;

**AND WHEREAS** the Province adopted the "Administrative Penalties" regulation, O.Reg 333/07, pursuant to section 429 (4) of the *Municipal Act, 2001*, as amended provides that a Municipality may establish a system of fines for offences under a By-law of the Municipality passed under this *Act, 2006, c. 32, Sched. A, s. 84*,

**AND WHEREAS** Sections 23.1 23.2, 23.3, and 23.5 of the *Municipal Act, 2001* authorizes the Municipality to delegate its administrative and hearing powers;

**AND WHEREAS** pursuant to Section 425 of the *Municipal Act, 2001*, as amended, a Municipality may pass By-laws providing a person who contravenes a By-law of the Municipality passed under this Act is guilty of an offence;

**AND WHEREAS** the Council of the Corporation of Magnetawan deems it desirable and necessary to implement an Administrative Monetary Penalty System (AMPS) including penalties and fees to enforce and seek compliance with By-laws or portions of By-laws through the AMPS;

**NOW THEREFORE BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AS FOLLOWS:**

**1.0 THAT** this By-law be cited as “The AMPS By-law”

**2.0 DEFINITIONS**

**Administrative (Monetary) Penalty (AMP)** means a financial penalty, commonly referred under an Administrative Monetary Penalty System (AMPS), authorized under Section 434.1 (1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, issued to person, owner, agent, or licensee who has contravened or failed to comply with any provision of a Municipal By-law.

**Agent** means a Person duly appointed by an Owner or the Municipality to act on their behalf.

**Hearing Officer** means a person who is the paralegal for the Municipality appointed as a Hearing Officer who, upon request, will administer appeals from the screening decision on an Administrative Monetary Penalty in accordance with the provisions of this By-law.

**Owner** means the registered Owner of the land and also includes a trustee acting on behalf of the registered Owner, the state of a registered Owner and a Person with a leasehold interest in the land.

**Person** means any human being, association, firm, partnership, incorporated company, corporation, agent or trustee, and the heirs, executors, or other legal representatives of a Person to whom the context can apply, according to law.

**Screening Officer** means a person who is the CAO/Clerk and/or designate for the Municipality appointed as a Screening Officer who upon request of a person who has been issued an Administrative Penalty, will determine if the Administrative Penalty is correct on its face and determine of the Administrative Penalty was issued in accordance with this or any other By-law.

**3.0 PROCEDURAL REQUIREMENTS**

- (a) The individual issuing a penalty notice in respect of the contravention of a By-law, and/or any Municipal By-law is not permitted to accept payment in respect of the penalty.
- (b) A person who receives a penalty notice shall be given the right to request a review of the Administrative Penalty by a Screening Officer appointed by the Municipality for that purpose.

- (c) A person who receives notice of the decision of the Screening Officer shall, in such circumstances as may be specified in the Administrative Penalty By-law, be given the right to a review of the Screening Officer's decision by a Hearing Officer appointed by the Municipality for that purpose.
- (d) The Hearing Officer shall not make a determination with respect to a review of the Screening Officer's decision unless he or she has given the person who requested the review an opportunity to be heard.
- (e) The appointment of the Hearing Officer shall be consistent with the conflict of interest guidelines and the Hearing Officer shall conduct hearings in an impartial manner.
- (f) Neither a Screening Officer nor a Hearing Officer has jurisdiction to consider questions relating to the validity of a statute, regulation or By-law or the constitutional applicability or operability of any statute, regulation, or By-law.
- (g) The *Statutory Powers Procedure Act* applies to a review by a Hearing Officer.
- (h) Fees imposed for the purpose of this By-law shall be set out in the current Fees and Charges By-law, as amended from time to time.

#### **4.0 SERVICE OF DOCUMENTS**

- (a) The Municipality may serve any document under this By-law, including but not limited to a penalty notice, within thirty (30) days of becoming aware of an alleged offence of a Municipal By-law, by one (1) or more of the following;
  - i. personally, to the person named on the notice;
  - ii. by leaving or posting the document at the person's last known address;
  - iii. by facsimile transmission (fax);
  - iv. electronic transmission (email)
  - v. registered or regular mail addressed to the person to whom the document is to be given as the person's last known address included in the property tax file and is deemed to be delivered five (5) days after date of mailing.
- (b) When a Penalty Notice is served under section 4, the date of issuance and effective date shall be one in the same.

#### **5.0 ADMINISTRATIVE PENALTY NOTICES**

- (a) Every Person who contravenes any of the provisions of this By-law and/or any Municipal By-law and every Director of a Corporation who concurs in such contravention by the Corporation is guilty of an offence and may be subject to an Administrative Penalty as an offence and conviction liable to a fine in keeping with the provisions of the *Provincial Offences Act*.
- (b) A By-law Enforcement Officer and/or designate, Fire Chief and/or designate, CAO/Clerk and/or designate, Treasurer and/or designate, and any other Officer of the Corporation may issue an

Administrative Penalty to a person, owner, Corporation, agent, or their representative found in contravention of any provision of a Municipal By-law.

- (c) Any person who contravenes any provision of this By-law and/or any Municipal By-law shall, upon issuance of a penalty notice pursuant to Section 5(a), be liable to pay to the Municipality an Administrative Penalty in the amount as noted on the Penalty Notice, as approved in the current Fees and Charges By-law, as amended from time to time.
- (d) The penalty notice shall be given to the person to whom or to which it is addressed as soon as it reasonably practicable and shall include the following information:
  - i. particulars of the contravention, including to which property it applies;
  - ii. the date of the contravention;
  - iii. the By-law that was contravened;
  - iv. the amount of the Administrative Penalty;
  - v. date that the payment is due;
  - vi. payment options;
  - vii. timelines for payment of the Administrative Penalty;
  - viii. timelines for appeal of the Administrative Penalty;
  - ix. a statement advising that an Administrative Penalty will constitute a debt to the Municipality if not paid.
- (e) A person who has been issued a penalty notice shall pay the Administrative Penalty within fifteen (15) days from the date the notice was issued.
- (f) A person who receives an Administrative Penalty may request the Administrative Penalty be reviewed by the Screening Officer.
- (g) A person who receives a ruling by a Screening Officer and is not satisfied with the ruling may request within fifteen (15) days of the Screening Officer decision to have the Administrative Penalty reviewed by a Hearing Officer.
- (h) The ruling by the Hearing Officer is considered final.
- (i) An Administrative Penalty that is deemed to be confirmed constitutes a debt to the Municipality and may be added to the tax roll of the property on which the offence occurred.

## **6.0 REVIEW BY SCREENING OFFICER**

- (a) A person who has been issued an Administrative Monetary Penalty may request within fifteen (15) days of the Administrative Monetary Penalty being issued for the purpose that the Administrative Penalty be reviewed by a Screening Officer.
- (b) If a person fails to attend at the date, time and place scheduled in accordance with subsection 6(a):
  - i. they are deemed to have waived their right to appeal;
  - ii. the Screening Officers decision is affirmed;
  - iii. the Administrative Penalty is payable no later than;
    - a. the date is determined by the Screening Officer;

- the date scheduled; or
    - b. thirty (30) days after the date of the Screening Officer's decision, whichever date is later.
  - (c) The Screening Officer may request such information from a person as the Screening Officer considers relevant to a request to review.
  - (d) After considering a request for review, a Screening Officer may decide to:
    - i. affirm the Administrative Penalty;
    - ii. cancel, reduce, or extend the time for payment of the Administrative Penalty, where the Screening Officer is satisfied that doing so would maintain the general intent and purpose of the Municipal By-law and that:
      - a. there is reason to doubt the alleged contravened of a Municipal By-law;
      - b. the person took all reasonable steps to prevent the contravention; or
      - c. the cancellation or extension of time for payment is necessary to relieve undue financial hardship.
  - (e) The Screening Officer shall inform a person of their decision at the conclusion of a review.
  - (f) The Screening Officer shall conduct hearing in an impartial manner

## **7.0 APPEAL TO HEARING OFFICER**

- (a) A person may appeal a Screening Officer's decision by submitting in writing to the Municipality of Magnetawan no later than fifteen (15) days after the date on which the Screening Officer's decision is given to them.
- (b) If a person fails to attend at the date, time, and place scheduled in accordance with subsection 7(a):
  - i. they are deemed to have waived their right to appeal;
  - ii. the Screening Officers decision is affirmed;
  - iii. the Administrative Penalty is payable no later than;
    - a. the date as determined by the Screening Officer;  
the date scheduled;
    - b. thirty (30) days after the date of the Screening Officer's decision, whichever date is later;
- (c) Despite section 7(a), a person may request that a Hearing Officer extend the time to appeal from fifteen (15) days to no later than thirty (30) days after the Screening Officer's decision has been given to them, if the person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that prevented the person from appealing in accordance with section 7(b).
- (d) The Hearing Officer may request such information from a person as the Hearing Officer considers relevant to considering an appeal.

- (e) After considering an appeal, including hearing from the parties, a Hearing Officer may decide to:
  - i. affirm the Administrative Penalty;
  - ii. cancel or extend the time for payment of the Administrative Penalty where the Hearing Officer is satisfied that doing so would maintain the general intent and purpose of the Municipal By-law and that:
    - a. there is reason to doubt the person contravened the Municipal By-law;
    - b. the person took all reasonable steps to prevent the contravention; or
    - c. the cancelation or extension of time for payment is necessary to relieve undue financial hardship.
- (f) The Statutory Powers Procedure Act applies to the consideration of an appeal by a Hearing Officer.
- (g) In addition to anything else that is admissible as evidence at an appeal in accordance with the *Statutory Powers Procedure Act*, the following are admissible as evidence as proof of the facts certified in them, in the absence of evidence to the contrary;
  - i. a statement of an Officer respecting a contravention;
  - ii. a copy of a document, including but not limited to a photograph(s) taken by an Officer, respecting a contravention;
  - iii. a statement of an Officer that he or she served a document, with a date and method of service indicated.
- (h) If a Hearing Officer's decision affirms, extends the time to pay an Administrative Penalty, the Administrative Penalty is payable no later than;
  - i. the date as determined by the Hearing Officer;
  - ii. the date of the Hearing Officer's decision; or
  - iii. thirty (30) days after the Screening Officer's decision, whichever date is later.
- (i) A Hearing Officer shall give the written decision to the person at the conclusion of the hearing.
- (j) A Hearing Officer's decision is not subject to any further review and cannot be appealed.

## 8.0 ADMINISTRATION

- (a) The CAO/Clerk, or any individual designated by the Municipality shall administer this By-law and establish any additional policies and procedures necessary to implement this By-law and may amend such policies and procedures from time to time as they deem necessary, without amendment to this By-law.
- (b) The CAO/Clerk, their designate, or anyone designated by the Municipality shall prescribe all forms and notices, including the Penalty Notice, necessary to implement

this By-law and may amend such forms and notices from time to time as they deem necessary, without amendment to this By-Law.

- (c) The CAO/Clerk, their designate, or anyone designated by the Municipality shall establish and approve any additional policies, procedures, or By-laws for the appointment of Screening Officer(s) and Hearing Officer(s) for the purposes of the administration of this By-law, its Municipal By-laws, or portions thereof.

## 9.0 PENALTIES

- (a) Every person who contravenes a By-law enacted by the Corporation of the Municipality of Magnetawan may be subject to one of the following;
  - i. Administrative Penalty, as permitted under Section 434.1 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended;
  - ii. Set fines as permitted under the *Fire Protection and Prevention Act, 1197, S.O. 1997, c.4*, as amended;
  - iii. Set fines as permitted under *O. Reg. 213/07: Fire Code*;
  - iv. Set fines as permitted under the *Provincial Offences Act*; and/or
  - v. Fees or additional charges included in the current Fees and Charges By-law, as amended from time to time.
- (b) Every Person, Owner, Director of a Corporation, or who concurs in such contravention by the Corporation, is guilty of an offence and may be subject to an Administrative Penalty or set fine.
- (c) Every person who contravenes any provision of a By-law enacted by the Corporation of the Municipality of Magnetawan is guilty of an offence pursuant to the provisions of the *Provincial Offences Act, R.S.O. 1190, Chapter P.33*, as amended, and upon conviction, a person is liable to a fine of not more than \$5,000, exclusive of costs.
- (d) Every person, other than a company who contravenes any provision of a By-law enacted by the Corporation of the Municipality of Magnetawan, and every Director of a Corporation who knowingly concurs in such contravention by the Corporation, is guilty of an offence and on conviction liable to a fine not exceeding \$25,000 for a first offence and \$50,000 for any subsequent offence.
- (e) Where a Corporation is convicted of an offence under this By-law, the maximum penalty is \$50,000 for a first offence and \$100,000 for any subsequent offence.
- (f) Where a person has been convicted for an offence under a By-law enacted by the Corporation of the Municipality of Magnetawan by a court of competent jurisdiction, the court may in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any Act or



thing by the person convicted directed toward the continuation or repetition of the offence.

(g) Each day an offence occurs is considered a new offence.

**10.0 SEVERABILITY**

Should any provision, or any part of a provision, of this By-Law to be declared invalid, or to be of no force and effect, by a court of competent jurisdiction, it is the intent of the Council that such provision, or any part of a provision, shall be severed from this By-Law, and every other provision of this By-Law shall be applied and enforced in accordance with its terms to the extent possible according to law.

**11.0 EFFECTIVE DATE**

This By-Law shall come into force and effect upon the date of passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2nd day of August 2023.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

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Mayor

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CAO/Clerk

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF A LIMITED SERVICES AGREEMENT WITH THE OWNERS OF THE LANDS WILLIAM JAMES GREEN AND LYNN CHRISTINE GREEN - LEGALLY DESCRIBED AS CROFT CON 8 PT LOT 20 SUBJECT 42R-13694REM PART 2 SUBJECT TO A R.O.W IN THE MUNICIPALITY OF MAGNETAWAN- MUNICIPALLY KNOWN AS 121 TRAILS END LAND ROLL NUMBER 4944 030 00504500**

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**WHEREAS** the owner of the lands legally described as Croft Con 8 Pt Lot 20, in the Municipality of Magnetawan applied for consent approval;

**AND WHEREAS** under 6.2 of the Municipality Official Plan states Council may permit the development of lands only where the owner enters into an agreement that acknowledges that municipal services to the lands may not be available to the lands and that the Municipality assumes no liability to provide services to the development;

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

1. That the Municipality of Magnetawan enter into a limited services agreement substantially in the form attached hereto.
2. That the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August 2023.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

\_\_\_\_\_  
Mayor

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

**LIMITED SERVICE AND PRIVATE ROAD AGREEMENT**  
**THIS AGREEMENT** made in duplicate this 2<sup>nd</sup> day of August, 2023.

**BETWEEN:** WILLIAM JAMES AND LYNN CHRISTINE GREEN  
hereinafter called the "Owner(s)"  
**-and-**  
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN  
hereinafter call the "Municipality"

**WHEREAS** Section 51(26) of the Planning Act authorizes municipalities to enter agreements as a condition of approval of a consent;

**AND WHEREAS** the Central Almaguin Planning Board granted a consent for the lands owned by the Owner(s) CROFT CON 8 PT LOT 20 RP 42R 13694 REM PART 2 SUBJECT TO R.O.W, in the Municipality of Magnetawan;

**AND WHEREAS** the consent is approved provisionally including the requirement that the applicants enter into an agreement to provide for limited services to be registered on title;

**NOWHEREFORE, THIS AGREEMENT WITNESS THAT**, in the consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner(s)s, the receipt whereof is hereby acknowledged, the Owner(s) and the Municipality, covenant, declare and agree as follows:

**PART A – GENERAL**

1. The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are located in the Municipality and more particularly described in Schedule 'A' hereto.
2. This Agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the Planning Act, R.S.O. 1990, as amended, at the expense of the Owner(s).
3. This Agreement will not be amended or removed from the title of the subject lands except where agreed upon by the Municipality and the Owner(s).

**PART B – PURPOSE OF THE DEVELOPMENT**

5. The Owner(s) has applied for and received approval for a consent on lands located in CROFT CON 8 PT LOT 20 RP 42R 13694 REM PART 2 SUBJECT TO R.O.W that creates a new residential lot fronting upon Ahmic Lake and having access by means of a private road.

**PART C – PRIVATE ROAD ACCESS**

6. The Owner(s) hereby acknowledges and recognizes that the right-of-way is a privately owned road providing access to the subject lands.

7. The Owner(s) hereby covenants and agrees that the road is a private road.
8. The Owner(s) hereby recognizes and agrees that the Municipality is not responsible or liable for the non-repair of the private roads identified in paragraph 6 above.
9. The Owner(s) hereby understands that the Municipality may not be able to provide emergency services to the subject lands accessed by the private rights-of-way.
10. The Owner hereby acknowledges that access to the subject property is provided by a road which is not maintained year-round by the Municipality and therefore is not provided municipal services such as snowplowing, road maintenance, emergency services, garbage pick-up and school bussing, etc.

#### **PART D – LIMITED SERVICES**

11. The Owner(s) hereby recognizes that the Municipality will not be responsible for providing any services to the subject lands.
12. The Owner(s) recognizes that the subject lands will be serviced by private septic systems and individual water supplies at the sole expense of the Owner(s).
13. The Owner(s) recognizes that the Municipality will not be responsible for any services delivered to the subject lands including emergency services.

#### **PART E – ADMINISTRATION**

14. The Owner(s) covenants and agrees to indemnify the Municipality from all claims, costs and causes of action of any nature or kind whatsoever arising out of the consent application or any construction or works undertaken on the subject lands.
15. The Owner(s) acknowledges that this Agreement is entered into under the provisions of Section 51(26) of the Planning Act, R.S.O. 1990, as amended and that any expense of the Municipality arising out of the administration and enforcement of this Agreement may be recovered as taxes under Section 427 of the Municipal Act, S.O., 2001, c.25, as amended and further that the terms and conditions of this Agreement may be enforced under conditional building permits under the Building Code Act and regulations thereunder.
16. The Owner(s) and the Municipality acknowledge that the provisions of Section 67 of the Planning Act, R.S.O. 1990, as amended that provides that persons who contravene Section 51 and 52 of the Planning Act are liable on a first conviction to a fine of not more than twenty-five thousand dollars and on a subsequent conviction of not more than ten thousand dollars for each day or part thereof upon which the contravention has continued after the day in which the person was first convicted.
17. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.

18. This Agreement shall come into effect on the date of execution by the Municipality and the Owner(s).

**Part E – OTHER BY-LAWS, Etc.**

19. Nothing in this Agreement shall relieve the Owner from complying with all other applicable by-laws, laws or regulations of the Municipality or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the Municipality from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

**PART F – REGISTRATION OF AGREEMENT**

20. The parties hereto consent to the registration of this Agreement by the Municipality upon the title of the subject lands, which registration shall be included as a legal expense to the Owner. The agreement shall remain on the title of the property and shall apply to any successors.

**PART G – INDEMNIFICATION FROM LIABILITY AND RELEASE**

21. The Owner covenants and agrees with the Municipality, on behalf of his/her, his/her successors and assigns, to indemnify and save harmless the Municipality from any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

**PART H – DEFAULT**

22. The Owner acknowledges that the expenses of the Municipality arising out of the enforcement of this Agreement may be recovered as taxes under Section 427 of the Municipal Act, S.O., 2001, c.25, as amended.

**IN WITNESSETH WHEREOF** the Owner and the Municipality have caused their Corporate seals to be affixed over the signature of their respecting signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
WILLIAM JAMES GREEN

\_\_\_\_\_  
LYNN CHRISTINE GREEN

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

\_\_\_\_\_  
Mayor  
Sam Dunnnett

\_\_\_\_\_  
CAO/Clerk  
Kerstin Vroom

THIS IS SCHEDULE 'A' TO A LIMITED SERVICE AND PRIVATE ROAD AGREEMENT  
WILLIAM JAMES GREEN\LYNN CHRISTINE GREEN AND  
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

CROFT CON 8 PT LOT 20 RP 42R 13694 REM PART 2 SUBJECT TO R.O.W

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO ENTER INTO A ROAD USE AGREEMENT OVER UNOPENED ROAD ALLOWANCE  
BEYOND MINKLERS LANE (BROWN/ROSS 494401000106000)**

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**WHEREAS**, Section 27(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

**AND WHEREAS**, the Council of the Municipality of Magnetawan deems it desirable to enter into an Agreement to provide access over an unopened road allowance owned by the Municipality;

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

1. **THAT** the Municipality of Magnetawan enter into this agreement substantially in the form attached hereto as "This Agreement."
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. **THAT** this By-law shall come into force and effect on the date of its final passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August, 2023

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

---

CAO/Clerk

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

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

- and -

**GLENN SAMUEL BROWN AND MOLLY REBECCA ROSS**

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

WHEREAS the Licensee is the registered owner of lands and premises more particularly described in Paragraph 1 of Schedule "A" attached hereto (thereinafter called the "Licensed Area");

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

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

AND WHEREAS direct access to the Licensed Area is from the open municipal public highway known as Minkler's Lane, which is only seasonally maintained by the Municipality;

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

1. LICENCE

The Municipality permits and consents the Licensee to maintain and make improvements upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".

This license is granted for the sole purpose of providing access to the Licensee's Lands for seasonal residential use.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and



save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission herein before granted and/or the exercise by the Licensee of such permission and/or the presence of the improvements or in any matter related thereto.

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

3. TERM, FEE AND PROPERTY TAXES

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

4. TERMINATION OF AGREEMENT

- a) This Agreement may be terminated by the Municipality:
  - 1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion; or
  - 2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- b) This Agreement will automatically terminate:
  - 1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;

- 2) upon the removal of the improvements and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS FROM SEASONALLY MAINTAINED PUBLIC HIGHWAY

- a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with public travel along the unopened road allowance.
- c) The Licensee acknowledges and agrees that:
  - 1) Access to the Licensed Area is from the seasonally maintained public highway known as Minkler's Lane;
  - 2) Minkler's Lane does not receive winter maintenance from the Municipality;
  - 3) Members of the public, including the Licenses, are not permitted to undertake any maintenance activities on an open public highway and specifically are not permitted to undertake any maintenance activities (e.g. snow ploughing) of Minkler's Lane to gain access to the Licensed Area or the Licensee's Land.

6. CONSTRUCT, REPAIR AND REMOVAL

- a) In consideration of the permission and consent hereby given, the Licensee:
  - a) shall, at its own expense, construct improvements within the Licensed Area;
  - b) shall not pave or otherwise hard surface the Licensed Area;
  - c) shall, at its own expense, obtain all required governmental approvals for the construction of the improvement's, including the submission, review and approval of a work plan for the Licensed Area;
  - d) shall, at its own expense, keep and maintain the Licensed Area in a safe condition during the currency of this License.
  - e) shall, upon termination of this Agreement, forthwith remove improvements, repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor (if necessary) for such purposes and the cost thereof.
- c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain the Licensed Area in a safe condition, or to repair or remove the improvements as required by the Agreement , the Municipality may alter, repair or remove the same

at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. INSURANCE CERTIFICATE AND POLICY

- a) Policy of Insurance - The Licensee shall lodge with the Municipality, prior to the execution of the Agreement by the Municipality (and prior to February 1<sup>st</sup> of each calendar year), an insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder, during the occupation of and/or construction of the improvements upon the Licensed Area.
- b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000 inclusive comprehensive general liability and such policy shall:
  - 1) include a cross-liability clause;
  - 2) include product/completed operation coverage;
  - 3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
  - 4) include the Corporation of the Municipality of Magnetawan as an additional insured;
  - 5) include a provision that the insurance company agrees to notify the Municipality fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified above is in effect. The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.
- d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.
- e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

8. DEPOSITS

The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule "B", prior to the date of the execution of this Agreement by the Municipality.

9. Without limiting the generality of Section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this agreement, exceeds the deposit, the Licensee shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this agreement.

10. EXPENSES TO BE PAID BY THE LICENSEE

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

11. LICENCE NON-TRANSFERABLE

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

12. NOTICE

For the purpose of This Agreement, notice may be given to the Licensee by prepaid registered mail to the address as noted under the signature line and such notice shall be deemed to have been given and received on the fifth day after mailing.

13. ESTOPPEL OF LICENSEE

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

14. ERECTION OF WARNING SIGNS

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

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

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

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

By the Municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN

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

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

By the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Matthew Philip Woods

\_\_\_\_\_  
Samantha Woods

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "A"

1. Licensee's Lands

Chapman Con 1 PT Lot 10 Plan RP 42R 22119 Part 1

2. Municipality's Lands

Road Allowance Between Lot 10 and Lot 11, Con. 1 Chapman: Road Allowance Between Lot 10 and Lot 11, Con 2. Chapman being all of the lands described in P.I.N 52079-0472.

3. Licensed Area

That portion of the Road Allowance Between Lot 10 and Lot 11. Con 1, Chapman located between the end of the seasonally maintained public highway thereon (known as Minkler's Lane) and the line dividing Concession 1 and Concession 2, Chapman.

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

For legal, planning and engineering expenses  
and disbursements in connection with this  
Agreement, a deposit of \$1000.

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO ENTER INTO A ROAD USE AGREEMENT OVER UNOPENED ROAD ALLOWANCE  
BEYOND MINKLERS LANE (BECHTEL 494401000106003)**

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**WHEREAS**, Section 27(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

**AND WHEREAS**, the Council of the Municipality of Magnetawan deems it desirable to enter into an Agreement to provide access over an unopened road allowance owned by the Municipality;

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

1. **THAT** the Municipality of Magnetawan enter into this agreement substantially in the form attached hereto as "This Agreement."
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. **THAT** this By-law shall come into force and effect on the date of its final passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August, 2023

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

---

CAO/Clerk



THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

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

- and -

**DARREN CHADWICK BECHTEL AND ANGELA ERIN BECHTEL**

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

WHEREAS the Licensee is the registered owner of lands and premises more particularly described in Paragraph 1 of Schedule "A" attached hereto (thereinafter called the "Licensed Area");

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

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

AND WHEREAS direct access to the Licensed Area is from the open municipal public highway known as Minkler's Lane, which is only seasonally maintained by the Municipality;

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

1. LICENCE

The Municipality permits and consents the Licensee to maintain and make improvements upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".

This license is granted for the sole purpose of providing access to the Licensee's Lands for seasonal residential use.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and

save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission herein before granted and/or the exercise by the Licensee of such permission and/or the presence of the improvements or in any matter related thereto.

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

3. TERM, FEE AND PROPERTY TAXES

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

4. TERMINATION OF AGREEMENT

- a) This Agreement may be terminated by the Municipality:
  - 1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion; or
  - 2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- b) This Agreement will automatically terminate:
  - 1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;

- 2) upon the removal of the improvements and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS FROM SEASONALLY MAINTAINED PUBLIC HIGHWAY

- a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with public travel along the unopened road allowance.
- c) The Licensee acknowledges and agrees that:
  - 1) Access to the Licensed Area is from the seasonally maintained public highway known as Minkler's Lane;
  - 2) Minkler's Lane does not receive winter maintenance from the Municipality;
  - 3) Members of the public, including the Licenses, are not permitted to undertake any maintenance activities on an open public highway and specifically are not permitted to undertake any maintenance activities (e.g. snow ploughing) of Minkler's Lane to gain access to the Licensed Area or the Licensee's Land.

6. CONSTRUCT, REPAIR AND REMOVAL

- a) In consideration of the permission and consent hereby given, the Licensee:
  - a) shall, at its own expense, construct improvements within the Licensed Area;
  - b) shall not pave or otherwise hard surface the Licensed Area;
  - c) shall, at its own expense, obtain all required governmental approvals for the construction of the improvement's, including the submission, review and approval of a work plan for the Licensed Area;
  - d) shall, at its own expense, keep and maintain the Licensed Area in a safe condition during the currency of this License.
  - e) shall, upon termination of this Agreement, forthwith remove improvements, repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor (if necessary) for such purposes and the cost thereof.
- c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain the Licensed Area in a safe condition, or to repair or remove the improvements as required by the Agreement , the Municipality may alter, repair or remove the same

at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. INSURANCE CERTIFICATE AND POLICY

- a) Policy of Insurance - The Licensee shall lodge with the Municipality, prior to the execution of the Agreement by the Municipality (and prior to February 1<sup>st</sup> of each calendar year), an insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder, during the occupation of and/or construction of the improvements upon the Licensed Area.
- b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000 inclusive comprehensive general liability and such policy shall:
  - 1) include a cross-liability clause;
  - 2) include product/completed operation coverage;
  - 3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
  - 4) include the Corporation of the Municipality of Magnetawan as an additional insured;
  - 5) include a provision that the insurance company agrees to notify the Municipality fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified above is in effect. The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.
- d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.
- e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

8. DEPOSITS

The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule "B", prior to the date of the execution of this Agreement by the Municipality.

9. Without limiting the generality of Section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this agreement, exceeds the deposit, the Licensee shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this agreement.

10. EXPENSES TO BE PAID BY THE LICENSEE

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

11. LICENCE NON-TRANSFERABLE

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

12. NOTICE

For the purpose of This Agreement, notice may be given to the Licensee by prepaid registered mail to the address as noted under the signature line and such notice shall be deemed to have been given and received on the fifth day after mailing.

13. ESTOPPEL OF LICENSEE

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

14. ERECTION OF WARNING SIGNS

The Licensee shall erect signs at the approach of the unopened road allowance which read as

follows:

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

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

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

By the Municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN

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

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

By the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Darren Chadwick Bechtel

\_\_\_\_\_  
Angela Erin Bechtel

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "A"

1. Licensee's Lands

Chapman Con 1 PT Lot 10 RP 42R 22119 Part 3

2. Municipality's Lands

Road Allowance Between Lot 10 and Lot 11, Con. 1 Chapman: Road Allowance Between Lot 10 and Lot 11, Con 2. Chapman being all of the lands described in P.I.N 52079-0472.

3. Licensed Area

That portion of the Road Allowance Between Lot 10 and Lot 11. Con 1, Chapman located between the end of the seasonally maintained public highway thereon (known as Minkler's Lane) and the line dividing Concession 1 and Concession 2, Chapman.

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

For legal, planning and engineering expenses  
and disbursements in connection with this  
Agreement, a deposit of \$1000.



**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW 2023 -**

**BEING A BY-LAW TO ENTER INTO A ROAD USE AGREEMENT OVER UNOPENED ROAD ALLOWANCE BEYOND MINKLERS LANE (WOODS 494401000106002)**

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**WHEREAS**, Section 27(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

**AND WHEREAS**, the Council of the Municipality of Magnetawan deems it desirable to enter into an Agreement to provide access over an unopened road allowance owned by the Municipality;

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

1. **THAT** the Municipality of Magnetawan enter into this agreement substantially in the form attached hereto as "This Agreement."
2. **THAT** the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the Agreement.
3. **THAT** this By-law shall come into force and effect on the date of its final passing.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 2<sup>nd</sup> day of August, 2023

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

---

CAO/Clerk

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

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

- and -

**MATTHEW PHILIP WOODS AND SAMANTHA WOODS**

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

WHEREAS the Licensee is the registered owner of lands and premises more particularly described in Paragraph 1 of Schedule "A" attached hereto (thereinafter called the "Licensed Area");

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

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

AND WHEREAS direct access to the Licensed Area is from the open municipal public highway known as Minkler's Lane, which is only seasonally maintained by the Municipality;

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

1. LICENCE

The Municipality permits and consents the Licensee to maintain and make improvements upon the Licensed Area, which is more particularly described in Paragraph 3 of Schedule "A" for the purpose of providing access to the lands described in Paragraph 1 of Schedule "A".

This license is granted for the sole purpose of providing access to the Licensee's Lands for seasonal residential use.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and

save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for in consequence of the permission herein before granted and/or the exercise by the Licensee of such permission and/or the presence of the improvements or in any matter related thereto.

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

3. TERM, FEE AND PROPERTY TAXES

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

4. TERMINATION OF AGREEMENT

- a) This Agreement may be terminated by the Municipality:
  - 1) Discretionary - upon six (6) months' notice in writing by the Municipality, with or without reason, to the Licensee at the Municipality's sole discretion; or
  - 2) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may, in addition any other remedies, terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time and take such measures to restrict use of the Licensed Area as Council determines appropriate.
- b) This Agreement will automatically terminate:
  - 1) upon the registration of a transfer of the ownership of the Licensed Area from the Municipality to the Licensee;

- 2) upon the removal of the improvements and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. NO INTEREST IN LAND, NON-EXCLUSIVE LICENSE AND ACCESS FROM SEASONALLY MAINTAINED PUBLIC HIGHWAY

- a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with public travel along the unopened road allowance.
- c) The Licensee acknowledges and agrees that:
  - 1) Access to the Licensed Area is from the seasonally maintained public highway known as Minkler's Lane;
  - 2) Minkler's Lane does not receive winter maintenance from the Municipality;
  - 3) Members of the public, including the Licenses, are not permitted to undertake any maintenance activities on an open public highway and specifically are not permitted to undertake any maintenance activities (e.g. snow ploughing) of Minkler's Lane to gain access to the Licensed Area or the Licensee's Land.

6. CONSTRUCT, REPAIR AND REMOVAL

- a) In consideration of the permission and consent hereby given, the Licensee:
  - a) shall, at its own expense, construct improvements within the Licensed Area;
  - b) shall not pave or otherwise hard surface the Licensed Area;
  - c) shall, at its own expense, obtain all required governmental approvals for the construction of the improvement's, including the submission, review and approval of a work plan for the Licensed Area;
  - d) shall, at its own expense, keep and maintain the Licensed Area in a safe condition during the currency of this License.
  - e) shall, upon termination of this Agreement, forthwith remove improvements, repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that works authorized hereunder do not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor (if necessary) for such purposes and the cost thereof.
- c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain the Licensed Area in a safe condition, or to repair or remove the improvements as required by the Agreement , the Municipality may alter, repair or remove the same

at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

7. INSURANCE CERTIFICATE AND POLICY

- a) Policy of Insurance - The Licensee shall lodge with the Municipality, prior to the execution of the Agreement by the Municipality (and prior to February 1<sup>st</sup> of each calendar year), an insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder, during the occupation of and/or construction of the improvements upon the Licensed Area.
- b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000 inclusive comprehensive general liability and such policy shall:
  - 1) include a cross-liability clause;
  - 2) include product/completed operation coverage;
  - 3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
  - 4) include the Corporation of the Municipality of Magnetawan as an additional insured;
  - 5) include a provision that the insurance company agrees to notify the Municipality fifteen (15) days in advance of any material change or cancellation of the said insurance policy.
- c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified above is in effect. The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.
- d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.
- e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.

8. DEPOSITS

The Licensee shall lodge with the Municipality, as applicable, those cash deposits more particularly described in Schedule "B", prior to the date of the execution of this Agreement by the Municipality.

9. Without limiting the generality of Section 10, in the event any expenses incurred by the Municipality in the preparation and administration or enforcement of this agreement, exceeds the deposit, the Licensee shall pay such additional amounts to the Municipality as invoiced. Failure to pay such invoices within the time periods set out in this agreement or in the invoices shall be considered a default of this agreement.

10. EXPENSES TO BE PAID BY THE LICENSEE

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

11. LICENCE NON-TRANSFERABLE

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

12. NOTICE

For the purpose of This Agreement, notice may be given to the Licensee by prepaid registered mail to the address as noted under the signature line and such notice shall be deemed to have been given and received on the fifth day after mailing.

13. ESTOPPEL OF LICENSEE

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

14. ERECTION OF WARNING SIGNS

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

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

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

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

By the Municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

THE CORPORATION OF THE MUNICIPALITY OF  
MAGNETAWAN

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

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

By the Licensee on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Matthew Philip Woods

\_\_\_\_\_  
Samantha Woods

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "A"

1. Licensee's Lands

Chapman Con 1 PT Lot 10 Plan RP 42R 22119 Part 2

2. Municipality's Lands

Road Allowance Between Lot 10 and Lot 11, Con. 1 Chapman: Road Allowance Between Lot 10 and Lot 11, Con 2. Chapman being all of the lands described in P.I.N 52079-0472.

3. Licensed Area

That portion of the Road Allowance Between Lot 10 and Lot 11. Con 1, Chapman located between the end of the seasonally maintained public highway thereon (known as Minkler's Lane) and the line dividing Concession 1 and Concession 2, Chapman.



THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

For legal, planning and engineering expenses  
and disbursements in connection with this  
Agreement, a deposit of \$1000.

**THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**BY-LAW NO. 2023-**

**Being a By-law to confirm the proceedings of Council August 02, 2023**

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**WHEREAS** Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** the Council of the Municipality of Magnetawan deems it desirable to confirm the proceedings of Council and to ratify decisions made at its meeting hereinafter set out;

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

**1. Ratification and Confirmation**

**THAT** the action of the Council of the Municipality of Magnetawan at its meeting for the aforementioned date(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 2nd day of August 2023.

**THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN**

---

Mayor

Opened August 7, 2023

MUNICIPALITY  
— OF —  
MAGNETAWAN

# RE-USE CENTER

**OPEN DURING SUMMER  
SEASON HOURS ONLY**

RESIDENTS MAY DROP OFF GENTLY USED ITEMS

**NOT ACCEPTED**

CHILD CAR SEATS • HELMETS • ELECTRONICS  
FUEL OPERATED MACHINERY • MATTRESSES • COUCHES

**ALL DROP OFFS ARE AT THE DISCRETION  
OF THE LANDFILL STAFF - TIPPING FEES APPLY**

**USE AT YOUR OWN RISK**

THE MUNICIPALITY ASSUMES NO LIABILITY FOR ANY ITEMS  
PLACED OR REMOVED IN THE RE-USE CENTRE



on desk Aug 02, 2023

P.O. Box 70, Magnetawan, Ontario P0A 1P0

**RESOLUTION NO. 2023 –**

**AUGUST 2, 2023**

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

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

**WHEREAS** the Municipality has been a part of the Central Almaguin Planning Board since 2008 with approval authority granted to the Planning Board;

**AND WHEREAS** Council for the Municipality of Magnetawan values the preservation and protection of our Northern heritage while implementing responsible land use planning policies and procedures;

**AND WHEREAS** the Municipality requires all *Planning Act* applications to conduct a pre-consultation with either Municipal Staff or a qualified Planner identifying site specific conditions that will reinforce the preservation and protection of the subject lands;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Magnetawan formally requests approval from the Ministry of Municipal Affairs and Housing to be removed from the Central Almaguin Planning Board;

**AND FURTHER THAT** the Municipality of Magnetawan be delegated the approval authority for plans of subdivision/ condominium, consents, and validations;

**AND THAT** a copy of this motion is to be circulated to the Central Almaguin Planning Board.

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			



*Knowing our heritage  
we will build our future*

On date Aug 2, 2023 .

Thank you for adding me to today's agenda. I would like to speak on a subject that, in my opinion, needs some serious consideration: recycling at the landfill. You have installed a huge recycling container which sits empty. There is no direction from landfill staff to inform people where they can place their recyclable items. Everything is dumped in one spot. It would be extremely helpful if the landfill staff could direct the public on where to place their articles.

For example, I've noticed many items, such as chainsaws, lawnmowers, weedwhackers, table saws and bicycles that, at first glance, look to be in good enough condition that they could be restored to working condition. Instead of being sent to a recycle or donation repository, these items are being scrapped and crushed. I know the scrap belongs to the town, however, it's possible there are more backyard mechanics – like myself – who enjoy the challenge of reviving some of these items. Before the current regulations and restrictions were in place at the landfill, some discarded items could be picked. Many of these items needed very little maintenance to be repaired. For example, some items had a clogged air filter, or rope wound too tightly around a drive shaft.

As increasing the landfill's longevity is a high priority for the town, I'm suggesting we have a designated 'donation' or 'free' area, where these items could be placed. This way, there could be an opportunity for these items to be repaired or restored. Then, we could add a timeline, for instance, any items not picked by the following Monday could then be scrapped. I am aware that the town sells the scrap and returns the funds to the landfill. I also think giving these items a chance to be repaired would be seen as a positive and charitable gesture by the town, which supports "Reduce, Reuse, Recycle".

Currently, the public can go to the sea can and recycle without risking liability for the landfill. Why can't these items, such as bicycles, lawnmowers, chainsaws and other small engine articles be placed there as well? My hope in bringing this to your attention, is that the landfill staff can provide better direction to the public. Thank you for your consideration.