



AGENDA – Regular Meeting of Council

Wednesday, September 02, 2020

6:00 PM

Magnetawan Community Centre

Pg # 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 Ken Mihan, Ridge Runners Snowmobile Club, Property Dispute
- 10 Denis Lachance, Custom Home Designs, Secondary Dwellings

STAFF REPORTS, MOTIONS AND DISCUSSION

- 18 2.1 Correspondence from Canadian Heritage, COVID-19 Emergency Support Fund
- 32 2.2 DRAFT By-law Establishing and Regulating a Fire Department (E&R)
- 2.3 SCBA RFP Results (On Desk)
- 68 2.4 DRAFT By-law Lake Side Trail Turn Around Agreement
- 81 2.5 DRAFT By-law Tranquility Trail Turn Around Agreement
- 96 2.6 Planning Report from MHBC, Validation Certificate - 14 Forestwood Lane
- 104 2.7 DRAFT By-law Wiens-Minklers Lane Maintain Unopened Road Allowance Agreement
- 115 2.8 Correspondence from Ministry of Municipal Affairs and Housing, Safe Restart Agreement

CORRESPONDENCE

- 118 3.1 Municipality of West Grey Resolution Anti-Racism
- 120 3.2 Correspondence from Ministry of Municipal Affairs, Recent Changes to the *Municipal Act, 2001*
- 121 3.3 Correspondence from Lakeland Energy, Launching of Shovel Ready Broadband Builds
- 123 3.4 Correspondence from The Federation of Northern Ontario Municipalities (FONOM), Media Release
- 124 3.5 Community Expression of Interest Proposal Northern Ontario Residential Broadband Project #3

ACCOUNTS

- 140 4.1 Accounts in the amount of \$ 407,722.74

BY-LAWS

- 173 5.1 By-law Lake Side Trail Turn Around Agreement
- 185 5.2 By-law Tranquility Trail Turn Around Agreement
- 199 5.3 By-law Wiens-Minklers Lane Maintain Unopened Road Allowance Agreement

CLOSED SESSION

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

- (b) personal matters about an identifiable individual, including municipal or local board employees (resignation of Committee Member) and (c) a proposed or pending acquisition or disposition of land by the municipality or local board (land purchase)

CONFIRMING BY-LAW AND ADJOURNMENT

- 209 6.1 Confirm the Proceedings of Council and Adjourn



**Municipality of
Magnetawan**

COUNCIL MEETING MINUTES

August 12, 2020

The meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre and streamed electronically for public viewing through "Go To Meeting" on Wednesday August 12th, 2020 at 1:00 pm with the following present:

Mayor Sam Dunnett
Councillor Brad Kneller
Councillor John Hetherington
Councillor Wayne Smith (1:40 pm)

Regrets:

Deputy Mayor Tim Brunton

Staff: Kerstin Vroom, CAO/Clerk and Laura Brandt, Acting Deputy Clerk, were present for the entire meeting. Scott Edwards, Public Works Superintendent; Caitlin Deevey, By-law Officer; and Erin Murphy, Recreation Supervisor 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 2020-194 Hetherington-Kneller

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

Carried.

1.3 Disclosure of Pecuniary Interest

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

1.4 Adoption of the Previous Minutes

RESOLUTION 2020-195 Kneller-Hetherington

BE IT RESOLVED THAT BE IT the Council of the Municipality of Magnetawan adopts the minutes of July 15, 2020 as copied and circulated.

Carried.

DEPUTATION

Application from Henry Weins, Minkler's Lane

RESOLUTION 2020-196 Hetherington-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan thanks Henry Wiens for his deputation and is in favour of entering into an Agreement to upgrade Minklers Lane to provide access to the Crown Land North-East of his property;

AND FURTHER THAT, the Council of the Municipality of Magnetawan supports Mr. Wein's application to the Ministry of Natural Resources and Forestry to access Crown Lands to the North and North-West of his lands to enable access to Minklers Lane from the lands at CON 1 PT LOT 9 RP 42R10938 PART 1 PCL 23503 SS PCL 23503 SS.

Carried.

STAFF REPORTS, MOTIONS AND DISCUSSION

2.1 DRAFT By-law Animal at Large

RESOLUTION 2020-197 Kneller-Hetherington

BE IT RESOLVED THAT the Council of the Municipality approves the DRAFT By-law Animal at Large as presented and a By-law on this matter will be passed later in the meeting.

Carried.

2.2 DRAFT By-law Regulate Dogs

RESOLUTION 2020-198 Hetherington-Kneller

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

Carried.

2.3 DRAFT By-law Illegal Dumping

2.4 DRAFT By-law Landfill Management

RESOLUTION 2020-199 Kneller-Hetherington

BE IT RESOLVED THAT the Council of the Municipality has reviewed the DRAFT By-law Illegal Dumping and the DRAFT By-law Landfill Management and directs Staff to make changes as discussed, send to legal counsel for review and bring back to a future meeting for passing.

Carried.

2.5 Report from Scott Edwards Public Works Superintendent Speed Study Report

RESOLUTION 2020-200 Hetherington-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the report from Public Works Superintendent Scott Edwards, Speed Study Report as presented.

Carried.

2.6 Correspondence from Adam & Kristina Stanley, Request to Use Unopened Road Allowance
RESOLUTION 2020-201 Kneller-Hetherington
WHEREAS the Council of the Municipality of Magnetawan has reviewed the correspondence from Adam & Kristina Stanley, Request to Use Unopened Road Allowance;
AND WHEREAS, the Municipality is not in favour of entering into Agreements to Use Unopened Road Allowances;
NOW THEREFORE BE IT RESOLVED THAT, the Council of the Municipality of Magnetawan does support an Application to Purchase the needed piece of the Road Allowance.
Carried.

2.7 Report from Community and Recreation Supervisor Erin Murphy, Community Recognition Program
RESOLUTION 2020-202 Kneller-Hetherington
BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the report from Community and Recreation Supervisor Erin Murphy, Community Recognition Program, and directs Staff to bring back a policy with the amendments as discussed, which include removing "yearly" from the Achievement Awards (with the exception of the Ontario Senior of the Year), removing the Adopt-a-Park Bench/Picnic Table and including a protocol for nominations of the Ontario Senior of the Year.
Carried.

Arrival of Councillor Smith

2.8 Report from Acting Deputy Clerk Laura Brandt, Insurance Renewal Update
RESOLUTION 2020-203 Hetherington-Kneller
BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives and approves the Report from Acting Deputy Clerk Laura Brandt, Insurance Renewal Update as presented.
Carried.

2.9 Discussion on Ahmic Community Centre Electronic Sign
Staff was advised to continue to research options for WiFi to run just the sign as community guest WiFi is cost prohibitive and to bring back a report to Council at a future meeting.

2.10 Discussion on 28 Church Street
RESOLUTION 2020-204 Kneller-Hetherington
AND WHEREAS, Section 5.3.1. of the Municipality's Procurement By-law outlines that expenditures over \$20,000 shall be put out for Tender/Bid Process, unless specifically authorized by Council resolution and Section 4.1.1. of the Municipality's Procurement By-law outlines that Council has ultimate authority over expenditures;
NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality accepts the quotation received from Robert Hicks in the amount of \$21,000 plus HST to remove blocks & build roadside wall, reinforced and waterproofed for the building at 28 Church Street.
Carried

- 2.11 DRAFT By-law Stop up, Close and Sell Block A, Plan 42M666 (Steel Crown)
RESOLUTION 2020-205 Kneller-Hetherington
BE IT RESOLVED THAT the Council of the Municipality approves the DRAFT By-law Stop up, Close and Sell Block A, Plan 42M666 (Steel Crown) and a By-law on this matter will be passed later in the meeting.
Carried.
- 2.12 The Corporation of the Town of Fort Erie Resolution Essential Workers Day
RESOLUTION 2020-206 Hetherington-Kneller
BE IT RESOLVED THAT the Council of the Municipality supports the resolution of the Corporation of the Town of Fort Erie Resolution Essential Workers Day March 17.
Carried.
- 2.13 The Corporation of the City of Sarnia Resolution Long Term Care Home Improvements
RESOLUTION 2020-207 Hetherington-Kneller
BE IT RESOLVED THAT the Council of the Municipality supports the resolution of the Corporation of the City of Sarnia Resolution Long Term Care Home Improvements.
Carried.

MUNICIPAL BOARDS AND COMMITTEE MINUTES

- 3.1 Almaguin Community Economic Development (ACED) Minutes June 15, 2020
 3.2 Central Almaguin Planning Board Minutes July 15, 2020
 3.3 Correspondence from Lakeland Holding Ltd 2020 Q2 Shareholder Update
RESOLUTION 2020-208 Kneller-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 The Town of Parry Sound Resolution Municipal Financial Assistance Program
 4.2 Correspondence from Ministry of Municipal Affairs and Housing COVID-19 Economic Recovery Act 2020
 4.3 Correspondence from Alcohol and Gaming Commission of Ontario Amends Regulations 718 and 719 under the Liquor Licence Act
 4.4 Municipality Taxes and Interest comparison owing 2020 v 2019
 4.5 Magnetawan Fire Department's RFP Self Contained Breathing Apparatus (SCBA)
 4.6 Correspondence from Tatham Engineering Municipality Initiated Employment Area, Municipality of Magnetawan Access Location.
 4.7 Municipality of Magnetawan Fall/Winter 2020 Newsletter
RESOLUTION 2020-209 Kneller-Hetherington
BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence items as copied and circulated.
Carried.

RESOLUTION 2020-210 Hetherington-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan endorses item 4.1 and supports The Town of Parry Sound Resolution, Municipal Financial Assistance Program Carried.

ACCOUNTS

- 5.1 Accounts in the amount of \$645,738.74

RESOLUTION 2020-211 Hetherington-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$645, 738.74 as presented.

Carried.

BY-LAWS

- 6.1 By-law Animal at large
- 6.2 By-law Regulate Dogs
- 6.3 By-law Illegal Dumping
- 6.4 By-law Landfill Management
- 6.5 By-law Stop up, Close and Sell Block A, Plan 42M666 (Steel Crown)

RESOLUTION 2020-212 Hetherington-Kneller

BE IT RESOLVED 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 By-law Animal at Large

6.2 By-law Regulate Dogs

6.5 By-law Stop up, Close and Sell Block A, Plan 42M666 (Steel Crown)

Carried.

CONFIRMING BY-LAW AND ADJOURNMENT

- 7.1 Confirm the Proceedings of Council and Adjourn

RESOLUTION 2020-213 Kneller-Hetherington

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

AND FURTHER THAT, this meeting is now adjourned at 2:10 pm to meet again on Wednesday, September 2nd, 2020 at 6:00 pm or at the call of the Chair.

Carried.

Approved by:

Mayor

Clerk



MUNICIPALITY OF
MAGNETAWAN

AUG 21 2020

RECEIVED

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: Wed Sept 2nd 2020 (subject to availability)

SUBJECT: _____
NAME: Ken Mihan (President of Magnetawan Ridge Runners)

ADDRESS: 306 Saint Jem St
Orillia Ont
L3V 4Z4

PHONE: HOME: 705 327 1138 BUSINESS: Cell 519 943 3116

EMAIL ADDRESS: kenneth.mihan@gmail.com

NAME OF GROUP OR PERSON(S) BEING REPRESENTED: (if applicable)
Magnetawan Ridge Runners Snowmobile Club

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

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

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.

To Whom it May Concern,

August 17, 2020

The Ontario Federation of Snowmobile Clubs reports that snowmobiling in Ontario generates up to 3.3 billion dollars in economic activity each year. Although I do not have a dollar amount specific to the Municipality of Magnetawan, I am certain that it's integral to local businesses and the economy every winter. On average, the snowmobile season is between 11 – 17 weeks in our area and continues to be the major driver of Ontario's winter economy, from job creation and taxation revenue, as well as keeping small business open all winter. Our extensive trail network provided by Dun Ahmic Snow Riders and Magnetawan Ridge Runners provides significant snowmobiling opportunities to both local residents and tourists.

We are presently experiencing a landowner issue with our main trail C104D, linking Sundridge, Magnetawan, Ahmic Harbor, and Parry Sound. The loss of this trail would prevent travel through the municipality for the majority of snowmobilers. Closure eliminates our municipality as both a destination and a stop for people planning snowmobile trips. Local businesses dependant on this traffic will be negatively affected as they recover from an already trying economic period. In addition, it reduces the attractiveness of the area as a place to invest in both permanent and year-round seasonal homes.

A reroute is a possibility, but it would cost the Magnetawan Ridge Runners over \$10,000 in equipment charges and lots of volunteer working hours, and even then, it would be contingent upon land use approvals from the new property owners. Unfortunately, we are a non-profit, volunteer run organization and we do not have that kind of money available. To finance this would take years, and significant fundraising. In the meantime, local business who depend on the snowmobile season would lose out financially. Our current situation is with one landowner who owns four parcels of land, Con 6 lots 7,8,9,10, which would affect 2 of our main trails, the C104D and a feeder trail (708) off of Horn Lake, connecting to C104D. He has assured me that he has no issue with the snowmobile club, but that he does have issue with having to pay the municipality a fee to put a trailer on his property when he kindly provides access to that same property to our club for free. It is an unfortunate situation, but it appears that the snowmobile club, composed of local residents, are caught in the middle of this dispute which will affect thousands of snowmobilers and local businesses in the Municipality of Magnetawan and the province of Ontario.

I am coming forward on behalf of all snowmobilers and our club to try and find a solution to this situation. I propose that if a landowner allows free recreational trail use of their property in the Municipality of Magnetawan, they be provided some relief in terms of land use charges. This would only be implemented if the property owner approaches the Municipality about this issue and their property taxes are paid up in full.

This solution would preserve the current network of recreational trails in the Municipality and maintain the economic benefits enjoyed by all.

Thank you

Kenneth Mihan
Magnetawan Ridge Runners President





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: Sept. 2, 2020 (subject to availability)

SUBJECT: Planning Act Section 16(3)

NAME: DENIS LACHANCE

ADDRESS: 40 paget ST.
Sundridge, On
POA 170

PHONE: HOME: 705.499.7896 BUSINESS: Custom Home Designs

EMAIL ADDRESS: den-chd@customhomedesigns.ca

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

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

researching "second units" information
for future design purposes in
municipality.

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

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SECOND UNITS

Info Sheet - Spring 2017



Neighbourhood visualization of second units.

Purpose

This document is to assist municipalities and the general public to better understand what second units are, why they are important, and the legislative authority behind second units. It provides some examples of specific second unit policy and zoning best practice approaches currently in use in official plans or zoning by-laws by Ontario municipalities.

What are second units?

Second units are self-contained residential units with a private kitchen, bathroom facilities and sleeping areas within dwellings or within structures ancillary to a dwelling (e.g., above laneway garages).

Second units are also referred to as secondary suites, basement apartments, accessory apartments, granny flats, in-law apartments, or nanny suites.

<http://www.mah.gov.on.ca/Page9575.aspx>

What are the benefits of second units?

Second units increase the supply and range of affordable rental accommodation. In addition, they benefit the wider community in many ways as they:

- Allow homeowners to earn additional income to help meet the cost of homeownership
- Support changing demographics by providing more housing options for extended families or elderly parents, or for a live-in caregiver
- Help create mixed-income communities, which support local businesses and local labour markets
- Make more efficient use of existing infrastructure, including public transit where it exists or is planned
- Make more efficient use of the existing housing stock
- Create jobs in the construction/renovation industry
- Assist municipalities in meeting their goals regarding affordable housing, intensification and density targets, and climate change mitigation and greenhouse gas emissions reduction.

Where are Second Units Located?

The majority of second units are created through internal alterations, although some are built as additions to the main house or in/above ancillary structures like garages. The size, type (e.g., internal, addition, ancillary structure) and location of the second unit will depend on the size and design of the house as well as its location on and the size of the lot.

Regardless of where they are located second units must comply with health, safety and municipal property standards, including but not limited to, the Ontario Building Code, the Fire Code and municipal property standards by-laws.

Background

The *Strong Communities through Affordable Housing Act, 2011*, amended the *Planning Act* to require that municipalities authorize second units in their official plans and zoning by-laws. The changes took effect on January 1, 2012.

Ontario's updated Long-Term Affordable Housing Strategy, 2016 continues this effort, with a focus on reducing the cost of constructing second units by:

- proposing changes to the Building Code to reduce the cost of construction of a new dwelling with a second unit, while maintaining occupant health and safety
- amending the *Development Charges Act, 1997* that, when in effect, would exempt second units in new dwellings from development charges in the same manner as second units in existing dwellings are exempted, as specified in a regulation.

Legislative Framework

Planning Act

Section 16(3) of the *Planning Act* requires municipal official plans to authorize second units:

- in detached, semi-detached and row houses if an ancillary building or structure does not contain a second unit; and
- in a building or structure ancillary to these housing types provided that the primary dwelling does not contain a second unit.

Section 35.1 requires that each local municipality ensure that its zoning by-law gives effect to the policies described in Section 16.3.

No appeals to the Ontario Municipal Board

The *Planning Act* restricts appeals of second unit official plan policies and zoning by-law provisions to the Ontario Municipal Board except by the Minister.

Provincial Policy Statement, 2014 (PPS)

The Provincial Policy Statement, 2014 (PPS) directs and promotes the development of healthy and complete communities. The goal is to create strong, livable, healthy and resilient communities through efficient land use (s.1.1.1).

Section 1.4.3 of the PPS directs municipalities to permit all forms of housing to provide an appropriate range and mix of housing types and densities – including affordable housing. Further, municipalities should permit and facilitate all forms of residential intensification and redevelopment, including second units.

Provincial plans

Some provincial plans contain specific policy which directly or indirectly relates to second units in the geographic areas they apply to (eg. the Oak Ridges Moraine Conservation Plan and Niagara Escarpment Plan). Municipalities need to consider and reflect any such policies in developing their official plans and zoning by-laws.

Official Plans

Municipal official plans outline a community's vision and priorities. They contain policies to guide development in order to achieve land use goals. Official plans must reflect any legislative requirements, be consistent with the PPS and conform to any applicable provincial plans.

Zoning By-laws

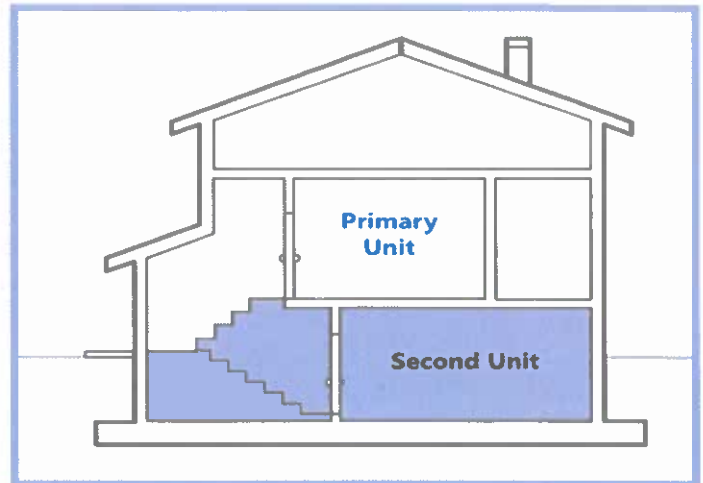
A zoning by-law sets standards for development and must conform to a municipality's official plan. Zoning by-laws must be updated within three years of a new or amended official plan and must also reflect any requirements of the *Planning Act*, be consistent with the PPS and conform to any applicable provincial plan.

Best Practices

The *Planning Act* provides a broad legislative foundation for permitting second units by requiring that they be authorized in single-detached, semi-detached and row dwellings, and in ancillary structures. In practice though, there are circumstances where second units are not appropriate based on good land use planning principles, including health and safety and environmental considerations. So while official plan policies should be permissive and zoning by-laws should generally allow second units to be established "as of right", there may be situations where second units should not be allowed and/or require some specific assessment prior to their establishment. The following are some examples of best practices in official plan policies and zoning by-laws, including specifics which relate to a number of these circumstances.

"As of right"

For the purposes of this document, "as of right" is a phrase used to refer to the ability to apply for a building permit without having to make a development application (e.g., an official plan or zoning bylaw amendment, a minor variance or a site plan). Similarly, homeowners generally should not need to produce any type of study to demonstrate that they conform to any policy or zoning provisions.



Second unit - Contained within primary dwelling.

Housing types and ancillary building structures

The *Planning Act* provides that official plan policies and implementing zoning by-laws should permit second units in detached, semi-detached and row houses if an ancillary building or structure does not contain a second unit; and, in a building or structure ancillary to these housing types provided that the primary dwelling does not contain a second unit.

In municipalities with limited housing types (e.g. only single detached dwellings), second units would only need to be authorized for that housing type.

Township of Wainfleet Official Plan, August 14, 2014

3.3.1.4 Secondary suites

Secondary suites shall be permitted in all Residential Area designations, and shall be subject to the following criteria and the regulations of the Zoning By-law:

- Only one *secondary suite* per single detached, semi-detached, or townhouse dwelling is permitted;
- The *secondary suite* may be contained within the primary residential dwelling or in a building or structure accessory to the residential dwelling, but not in both;

Official plan designations

Municipalities should allow second units in designations or zones that permit detached, semi-detached, or row dwellings.

There may be circumstances where second units may not be appropriate given other planning considerations and policies, particularly relating to health and safety or the natural environment. For example:

- areas that are prone to flooding
- waterfront areas/developments on private roads that are not maintained and where emergency access may be limited
- areas adjacent to lakes with limited lake capacity
- areas of recreational dwellings where there may be a lack of year round roads and/or which lack other daily needs and services residents may require.

Tay Valley Township Official Plan, 2016

3.6.4(1)

...an accessory apartment (secondary suite) is permitted in residential areas within a four-season single detached, semi-detached, or row-house dwelling unit, or attached to a detached garage, located on a road maintained year-round and accessible by Emergency Services, subject to considerations of carrying capacity of lakes and hydrological capacity....

Second Units in existing dwellings and new dwellings

Second units should be allowed in both newly built and existing dwellings. Designing new houses to accommodate a second unit at the outset can be more efficient than retrofitting an existing home to have a second unit. Recent changes to the *Development Charges Act, 1997* and a potential regulation to exempt second units in new homes from development charges (once in effect), and proposed changes to the Building Code, if approved, are expected to reduce the cost of constructing second units in new dwellings. A proposed regulation under the *Planning Act*, if made, would permit second units without regard to the date of construction of the primary building.

Town of Smiths Falls Official Plan,

October 2014

LU-2.14 Second Residential Units

The Town will permit the addition of one self-contained residential dwelling unit (i.e. second unit), within single-detached and semi-detached and row house dwellings in both existing and newly developing residential neighborhoods.

Parking

The maximum parking required per second unit should be one space. In some jurisdictions where transit is available, some municipalities have eliminated parking requirements for second units. Tandem parking (a parking space that is only accessed by passing through another parking space) should also be permitted. A proposed regulation under the *Planning Act* would, if made, restrict the maximum parking requirement for a second unit to one space while also requiring that tandem parking be allowed.

City of Ottawa Zoning By-law 2012-147

(June 10, 2015)

Secondary Dwelling Units

Sec. 133 (14)

Where a secondary dwelling unit is located on a lot subject to Section 139 - Low Rise Residential Development in Mature Neighbourhoods, no parking is required for the secondary dwelling unit.

Mississauga Zoning By-law 0158-2013

(July 2013)

4.1.20.10

Tandem parking spaces to accommodate a second unit shall be permitted.

City of Toronto Zoning By-law 569-2013 800.50 Defined Terms

(850) Tandem Parking Space means a parking space that is only accessed by passing through another parking space from a street, lane, drive aisle or driveway.

Servicing

In areas with municipal services, second units should be permitted without a requirement to demonstrate sewer or water capacity, unless there are previously documented servicing constraints.

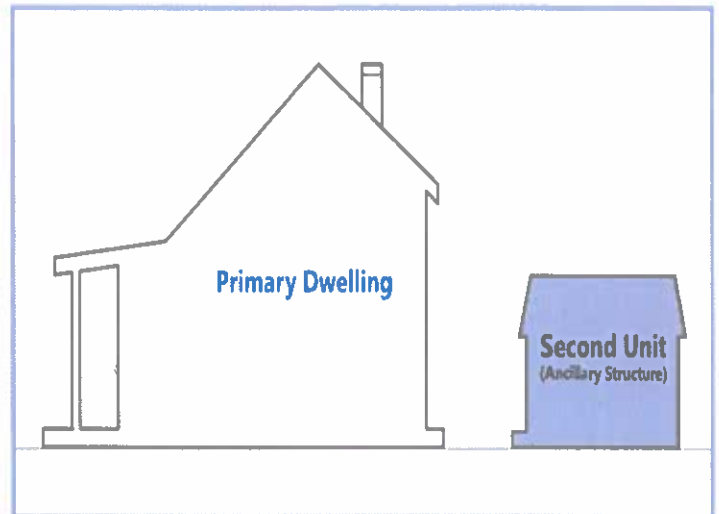
For second units in dwellings serviced by septic systems and private wells, there should be a demonstration of capacity to the satisfaction of the municipality. This is because Building Code permits for septic systems are, in part, based on the number of bedrooms and plumbing fixtures, because septic systems may be old and/or in order to ensure there is sufficient potable water from the private well.

Howick Township OP, 2016

5. Settlement Areas D. Policies and Actions

10.1 ... Second residential units are permitted in settlement areas and rural areas of the Township provided that:

f) It must be demonstrated that on-site servicing (e.g. water, sewage) have sufficient capacity for the additional dwelling unit.

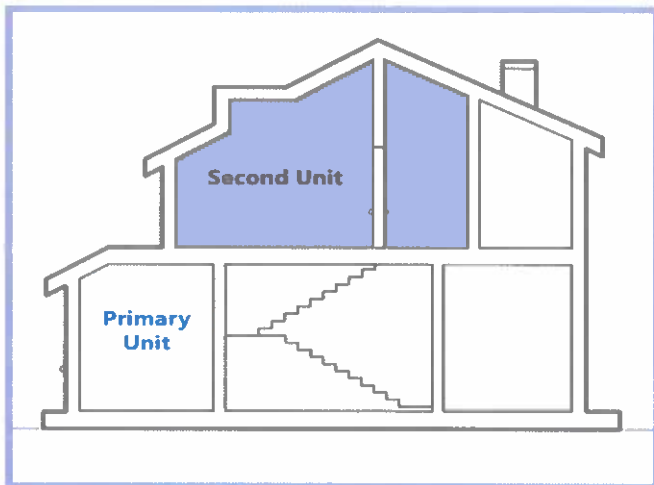


Second unit - Ancillary structure located on property.

Unit Size

The size of second units and the number of bedrooms should solely be regulated by the Building Code. The Building Code establishes health and safety standards for second units. As such, municipal by-laws should not seek to impose size or other standards that are regulated by the Building Code.

The *Development Charges Act, 1997* (via Ontario Regulation 82/98) states that, in order for second units in existing homes to be exempt from development charges, they must be less than or equal to the size of the primary dwelling. This is the only potential size standard a municipality should contemplate including in a by-law.



Second unit - Contained within primary dwelling (Above ground-level unit).

Egress

Requirements for entrances or means of egress for second units are set by the Ontario Building Code and Ontario Fire Code (which need to be referred to for specific standards). In general, second units can share a joint entrance with the primary unit, subject to having a fire separation with appropriate fire resistance rating, and at least two means of egress (exit) that may include windows of an appropriate size. Therefore, there is a need to ensure that by-laws do not contain any standards/provisions that differ from those in the Codes.

Streetscape and Architectural Design

Given most second units are internal to a primary dwelling, second units should have limited impact on streetscape and architectural design. In the case of an addition to a primary dwelling, there may be valid design considerations, particularly in heritage areas. If municipalities establish design standards in relation to streetscape or architectural design, they should be clearly set out in the zoning by-law so a second unit can be planned in accordance with the by-law and a homeowner can proceed directly to obtain a building permit.

Owner occupancy

The *Planning Act* does not allow zoning to have the effect of distinguishing on the basis of relationship. Zoning by-laws should permit occupancy of the primary or second unit regardless of whether or not the owner of the home is a resident of either unit. A proposed regulation under the *Planning Act*, if made, would establish a provision which precludes establishing occupancy requirements for either the primary or second unit.

Tracking and monitoring

A municipality should have a means for tracking and monitoring second units. A registry, in some form, could help the municipality be aware of where second units existed. This could assist in establishing inspection processes to help ensure public safety. It could also provide emergency services with the knowledge that there are two units in the home.

A registry could be established through a mandatory enrollment by the applicant when constructing a second unit or by having the municipal building official inform the appropriate office that a building permit has been issued for a second unit on a property. Ideally, there would be no or only modest fees for registration in order to encourage the creation and registration of second units.

City of Brantford OP

13.1.8

The City shall permit the creation of a self-contained second unit dwelling on lands designated to permit single detached dwellings, semi-detached dwellings, street townhouse dwellings, or accessory structures in accordance with the applicable zoning bylaw regulations and the following provisions: OPA #125 Dec. 3/08 OPA #180 Dec. 17/12

6. Second unit dwellings shall be registered with the Building Department.

Additional Sources

Landlord Self Help Centre website
<http://www.landlordselfhelp.com/intro.htm>

Canada Mortgage and Housing Corporation –
Second Unit Policies –
<https://www.cmhc-schl.gc.ca/en/inpr/afhoce/afhoce/afhostcast/afhoid/pore/pesesu/index.cfm>

For More Information, Contact:

Ministry of Municipal Affairs, Provincial Planning
Policy Branch, (416) 585-6014

Municipal Services Offices:

Central (Toronto), 416-585-6226,
Toll Free: 1-800-668-0230

West (London), (519) 873-4020,
Toll Free: 1-800-265-4736

East (Kingston), (613) 545-2100,
Toll Free: 1-800-267-9438

Northeast (Sudbury), (705) 564-0120,
Toll Free: 1-800-461-1193

Northwest (Thunder Bay), (807) 475-1651,
Toll Free: 1-800-465-5027

Note to User

This Info Sheet summarizes complex matters and reflects legislation, policies and practices that are subject to change. It should not be a substitute for specialized legal or professional advice in connection with any particular matter and should not be construed as legal advice. The user is solely responsible for any use or the application of this information. As such, the Ministry of Municipal Affairs does not accept any legal responsibility for the contents of this Info Sheet or for any consequences, including direct or indirect liability, arising from its use.

Ministry of Municipal Affairs

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Home / **Application Form - View - Emergency Support Fund**

[View Attestation & Attachments](#)

ORGANIZATION NAME, ADDRESS & CONTACT INFO

**Organization Name (Legal Name if
incorporated)**

The Corporation of the Municipality of Magnetawan

**Organization Operating/Trade Name
(Legal Entity only)**

The Corporation of the Municipality of Magnetawan

**Former Name (if your organization
previously applied for funding under
another name)**

—

Organization Primary Address

Street address line 1

4304 HWY 520

Street address line 2

PO Box 70

City/Town/Community

Magnetawan

Province/Territory

Ontario

Postal Code

P0A 1P0

Mailing Address same as Primary

Mailing address (if different from
primary address)

Street Address Line 1

4304 HWY 520

Street Address Line 2

PO Box 70

City/Town/Community

Magnetawan

Province/Territory

Ontario

Postal Code

P0A 1P0

Organization Phone Number**Phone Type**

Office

Telephone

(705)387-3947

Extension

—

Organization Email Address**Email Address**

info@magnetawan.com

Organization Website**Website Address**

<https://magnetawan.com/>

OFFICIAL LANGUAGE

In which official language do you wish to communicate?

English

Do you belong to or serve an Official Language Minority Community?

No Yes

AUTHORIZED REPRESENTATIVE (SIGNING AUTHORITY)

Canadian Heritage requires an authorized representative who has the legal authority to bind and apply on behalf of the applicant organization or someone who has been given permission from an authorized representative to submit this application.

The authorized representative must be:

- an individual with the authority to enter into contracts on behalf of the applicant organization; and
- identified as such in the organization's official operating policies (e.g. financial policies, by-laws), or in an official motion from the organization's board or governing body.

If you do not have this authority, you must obtain permission from an authorized representative to submit this application on their behalf.

Are you a person that has the legal authority to bind and apply on behalf of the applicant organization?

No Yes

If no, please fill out the contact information for the authorized representative who gave you permission to submit this application on their behalf. They will receive an email notification once you submit this application. You will be required to attach proof of this permission when you get to the attachments section.

If yes, we will reuse the information previously provided in your user account registration in the section below. Please complete the remaining fields.

Given Name

Kerstin

Family Name

Vroom

Title/Position

CAO/Clerk

Contact Mailing Address (if different than organization mailing address)

- Use above Organization Mailing Address for Authorized Representative and Contact Mailing Address**

Street Address Line 1

4304 HWY 520

Street Address Line 2

—

City / Town / Community

Magnetawan

Province / Territory

Ontario

Postal Code

P0A 1P0

Contact Phone Number

Phone Type

Office

Phone Number

(705) 387-3947

Extension

—

Contact Email Address

Email Address

clerk@magnetawan.com

CONTACT FOR OFFICIAL CORRESPONDENCE

- Official Correspondence same as
Authorized Representative?**

Contact Name & Title

Given Name

Erin

Family Name

Murphy

Title/Position

Community and Recreation Supervisor

Contact Mailing Address (if different than organization mailing address)

Street Address Line 1

4304 Hwy 520

Street Address Line 2

—

City/Town/Community

Magnetawan

Province/Territory

Ontario

Postal Code

P0A 1P0

Contact Phone Number

Phone Type

Office

Telephone

(705)387-3947

Extension

205

Contact Email Address

Email Address

recreation@magnetawan.com

ORGANIZATION INFORMATION

Are you incorporated or in the process of incorporating as a non-profit organization?

No Yes

You may be required to fill out the Unincorporated Applicant Acceptance of Liability Form. Please note that this form is only required for unincorporated groups that are not owned or controlled by a larger organization such as a university, a municipality or an Indigenous band or self-governing entity.

—

—

Has your organization registered with the Canada Revenue Agency?

No Yes

**Provide your Canada Revenue Agency
Business Number (9 digits)**

875093189

**Is your organization part of
(owned/controlled by) a larger
organization**

No Yes

**What year was your organization
established? (YYYY)**

2000

**What is your organization's fiscal year end
(MM/DD)?**

12/31

**Is your organization a member of any
professional associations, memberships or
alliances? Please Specify**

No Yes

—

Has your organization participated in the Government of Canada Survey of Heritage Institutions?

No Yes

Is your organization a previous recipient of Canadian Heritage funding in the last five years?

No Yes

Please describe your organization's governance structure (Max 250 characters)

Employees report to their respective department heads. Department heads report to the CAO/Clerk who is directed by the Mayor and Council. The Municipality is governed by the Municipal Act.

Heritage Collection Items

Approximate number of items in heritage collection

380

Approximate quantity of items in archival collection

—

Measurement (if applicable)

—

FUNDING REQUEST

Funding ranging from \$1,000 up to a maximum of \$100,000 may be awarded to eligible heritage organizations according to a formula based on the applicant's total annual expenses in 2019 or last completed fiscal year. What were your total annual expenses in 2019 or your last completed fiscal year (to the nearest dollar)?

2019 Total Annual Expense Amount?

\$18,656

Funding Requested Amount

\$5,000

Have you submitted your direct deposit information to Canadian Heritage in the past two years?

No Yes

When you get to the last page you will need to provide direct deposit information (void cheque OR completed Direct Deposit Enrollment form stamped by your financial institution).



Canadian
Heritage

Patrimoine
canadien

August 19, 2020

Erin Murphy
Community and Recreation Supervisor
THE CORPORATION OF THE TOWNSHIP OF MAGNETAWAN
Post Office Box 70
Magnetawan, ON
P0A 1P0

Title: Fonds d'urgence relatif à la COVID-19 / COVID-19 Emergency Support Fund

Dear Ms. Murphy:

On behalf of the Minister of Canadian Heritage, it is my pleasure to inform you that your application for funding has been approved.

A grant in the amount of \$5,000 will be awarded to help your organization carry out its activities, under the Museums Assistance Program, COVID-19 Emergency Support Fund Component. This funding will be allocated over one government fiscal year 2020-2021 and will be subject to certain terms and conditions, the appropriation of funds by Parliament, and the budget levels of the Program.

One of our program representatives may be in contact with you in the near future to review the terms and conditions related to this funding. As you may already know, the Government of Canada is committed to promoting workplaces free from harassment, abuse and discrimination. I would like to seize this opportunity to remind you of your responsibility to provide a work environment where harassment, abuse and discrimination are not tolerated.

In closing, I would like to take this opportunity to wish you and the members of your organization the greatest success in your endeavours.

Sincerely,

Jillian Lum
A/ Regional Director General
Ontario Region



THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO.-

Being a By-law to establish and regulate a fire department within the Municipality

WHEREAS Section 2 of the *Fire Protection and Prevention Act* requires every municipality to establish a program which must include public education with respect to fire safety and certain components of fire prevention, and to provide such other *fire protection services* as it determines may be necessary in accordance with its needs and circumstances;

AND WHEREAS Section 5 of the *Fire Protection and Prevention Act* authorizes the Council of a municipality to establish, maintain and operate a fire department to provide fire suppression services and other *fire protection services* in the municipality.

AND WHEREAS Sections 8 and 11 of the *Municipal Act* authorize a municipality to provide any service that the municipality considers necessary or desirable for the public, and to pass by-laws respecting, *inter alia*, health, safety and well- being of persons, protection of persons and property, and services that the municipality is authorized to provide.

AND WHEREAS Section 391 of the *Municipal Act* authorizes a municipality to impose fees or charges on persons for services or activities provided by the municipality, and for costs payable by the municipality for services or activities provided or done by or on behalf of any other municipality.

AND WHEREAS Section 425 of the *Municipal Act* provides that the Council of a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality is guilty of an offence.

AND WHEREAS Section 446 of the *Municipal Act* provides that if a municipality has the authority under that or any other act, or under a by-law under that or any other Act, to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and the municipality may recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS the Council deems it desirable, necessary, and expedient to amend, consolidate, revise, and update its by-law to establish and regulate a fire department for the Municipality of Magnetawan.

BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan.

DEFINITIONS

In this by-law, unless the context otherwise requires:

- (a) **"Approved"** means approved by the Council.
- (b) **"Automatic Aid"** means an Approved agreement under which a municipality that is capable of responding more quickly to an area agrees to provide an initial response to fires, rescues, and emergencies in another municipality, or where a municipality agrees to provide a supplemental response to fires, rescues, or emergencies that may occur in another municipality.
- (c) **"Auxiliary Member"** means a person who is appointed to provide certain limited functions in support of the

delivery of *Fire Protection Services* voluntarily or for a nominal consideration.

- (d) **"Corporation"** means The Corporation of the Municipality of Magnetawan.
- (e) **"Council"** means the Council of the Municipality of Magnetawan.
- (f) **"Deputy Fire Chief"** means a person appointed by *Council* to act on behalf of the *Fire Chief* of the Fire Department in the case of absence or a vacancy in the office of the *Fire Chief*.
- (g) **"Emergency Management and Civil Protection Act"** means *Emergency Management and Civil Protection Act, 1990, S. O. 1990, c. E.9, as amended, and any successor legislation.*
- (h) **"Fire Chief"** means the person appointed by, *Council* to act as *fire chief* for the *Corporation* and who is ultimately responsible to *Council* as set out in the *Fire Protection and Prevention Act*.
- (i) **"Fire Code"** means Ontario Regulation 213/07, as amended, and any successor regulation.
- (j) **"Fire Department"** means The Magnetawan Fire Department.
- (k) **"Firefighter"** means the *Fire Chief* and any other person employed in, or appointed to, the *Fire Department* to undertake *Fire Protection Services*, and shall include a *Volunteer Firefighter*
- (l) **"Fire Protection and Prevention Act"** means the *Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended.*
- (m) **"Fire Protection Services"** includes fire suppression, rescue and emergency services, fire prevention, public fire safety education, mitigation, prevention and safety education of the risk created by unsafe levels of carbon monoxide, communications, training of personnel involved in the provision of *Fire Protection Services*, and the delivery of all those services.
- (n) **"Limited Service"** means a variation of service significantly differentiating from the norm as a result of extenuating circumstances, such as deployment of *Volunteer Firefighters* in insufficient numbers to safely carry out the delivery of *Fire Protection Services*, environmental factors, remote properties, impeded access, private roadways, lanes and drives, obstructions, or extraordinary hazards or unsafe conditions.
- (o) **"Member"** means any person employed by, appointed by the Fire Chief to, or volunteering for the *Fire Department* and assigned to undertake *Fire Protection Services*, and includes *Officers, Volunteer Firefighters, radio operators and Auxiliary Members.*
- (p) **"Municipal Act"** means the *Municipal Act, 2001, S.O. 2001, c.25, as amended, and any successor legislation.*
- (q) **"Mutual Aid"** means a plan established pursuant to section 7 of the *Fire Protection and Prevention Act* under which *fire departments* that serve a designated area agree to assist each other on a reciprocal basis in the event of a major fire or emergency.
- (r) **"Officer"** means *Fire Chief, Deputy Fire Chief, Chief Training Officer, Captain, Acting Captain, Training Officer, Fire Prevention Officer, and any person designated by the Fire Chief to supervise Firefighters.*
- (s) **"Radio Operator"** means a person who operates a radio and liaisons with staff and other agencies, or emergency services as required.

- (t) **"Volunteer Firefighter"** means a person who provides *Fire Protection Services* voluntarily or for a nominal consideration, honorarium, or training or activity allowance, and includes *Auxiliary Members*.
 - (u) **"Water access only properties"** means properties only accessible by travel onto a body of water or onto ice over a body of water.
- 2.A *Fire Department* for the Municipality of Magnetawan to be known as The Magnetawan Fire Department is hereby established, and the head of the *Fire Department* shall be known as the *Fire Chief*.

DEPARTMENT STRUCTURE

- 3. *Council* shall appoint a *Fire Chief* who shall be the highest-ranking *Officer* and director of the *Fire Department*.
- 4. In addition to the *Fire Chief*, *Council* shall appoint a *Deputy Fire Chief* who shall report to the *Fire Chief* as the second highest ranking *Officers* of the *Fire Department*. In the absence or vacancy of the *Fire Chief*, The *Deputy Fire Chief* shall have the powers and perform the duties of the *Fire Chief*.
- 5. In addition to the *Fire Chief* and *Deputy Fire Chief* the *Fire Department* shall consist of, *Officers*, *Volunteer Firefighters*, *Radio Operators*, and other *Members* as deemed necessary and appointed by the *Fire Chief* to provide *Fire Protection Services*.
- 6. The *Fire Department* shall be structured in conformance with the *Approved Fire Department Organizational Chart* as set out in Schedule "A" attached hereto and forming part of this by-law.

APPROVED SERVICES AND PROGRAMS

- 7. The *Fire Department* shall provide such *Fire Protection Services* and programs as *Approved* by the *Council* in accordance with Part II of the *Fire Protection and Prevention Act*, and set out in Schedule "B" attached hereto and forming part of this by-law.

LIMITED SERVICE

- 8. In consideration of the reliance by the *Fire Department* on the response of *Volunteer Firefighters*, whose deployment to emergencies in sufficient numbers cannot in all instances be guaranteed, adverse climate conditions, delays or unavailability of specialized equipment required by the *Fire Department*, or other extraordinary circumstances which may impede the delivery of *Fire Protection Services*, any *Approved* service set out in Schedule "B" may from time to time be provided as a *Limited Service* as defined in this by-law, as determined by the *Fire Chief*, his or her designate, or the highest-ranking *Officer* in charge of a response.

Fire Protection Services shall not be provided to water access only properties by the *Fire Department* at any time.

- 9. The *Corporation* shall accept no liability for the provision of a *Limited Service* by the *Fire Department* as reasonably necessary.

RESPONSES OUTSIDE THE LIMITS OF THE MUNICIPALITY

- 10. The *Fire Department* shall not respond outside the limits of the municipality except with respect to a fire, rescue, or emergency:

- (a) That, in the opinion of the *Fire Chief* or designate, threatens property in the municipality, or property situated outside the municipality that is owned or occupied by the municipality.
- (b) In a municipality with which an *Approved* agreement has been entered into to provide *fire protection services* which may include *automatic aid*.
- (c) On property with which an *Approved* agreement has been entered into with any person or *corporation* to provide *fire protection services*.
- (d) At the discretion of the *Fire Chief* or designate, to a municipality authorized to participate in any county, district or regional *mutual aid* plan established by a fire coordinator appointed by the Fire Marshal or any other similar reciprocal plan or program.
- (e) On property beyond the municipal boundary where the *Fire Chief* or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures acceptable to the *Fire Chief* or designate.

FIRE CHIEF RESPONSIBILITIES AND AUTHORITY

- 11. The *Fire Chief* shall be ultimately responsible to *Council* as set out in subsection 6(3) of the *Fire Protection and Prevention Act* for the proper administration and operation of the *Fire Department*, including delivery of *Approved* services and programs.
- 12. The *Fire Chief* shall be deemed to be the Chief Fire Official of the municipality for the purposes of the *Fire Protection and Prevention Act* and regulations enacted thereunder, and shall have all statutory authority and shall carry out all prescribed duties and responsibilities in respect thereof.
- 13. Without limiting the generality of the foregoing, the *Fire Chief* shall be authorized and responsible for:
 - (a) Performing all statutory duties of the *Fire Protection and Prevention Act* and any other legislation applicable to the administration or operation of the *Fire Department*.
 - (b) Reporting to *Council* as required by the *Fire Protection and Prevention Act*.
 - (c) Enforcement of this by-law and any regulations established under this by-law, and the enforcement of any other by-laws of the *Corporation* respecting the administration and operation of the *Fire Department*.
 - (d) Periodically reviewing this by-law and any other by-laws of the *Corporation* respecting the administration and operation of the *Fire Department*, and the *Fire Chief* may establish an advisory committee consisting of such *Members* of the *Fire Department* and other persons, possibly including *members* of the general public, as may be necessary from time to time to assist in discharging this duty.
 - (e) Recommending to *Council* amendments to this by-law, or any other by-law of the *Corporation*, that the *Fire Chief* considers relevant and appropriate.
 - (f) Developing, establishing, and implementing policies, operating procedures and guidelines, general orders and department rules, and other measures as the *Fire Chief* may consider necessary for the proper

administration and efficient operation of the *Fire Department*.

- (g) Periodically reviewing, revising, or revoking as required, all policies, operating procedures and guidelines, general orders, and rules of the *Fire Department*, and the *Fire Chief* may establish an advisory committee from time to time to assist in discharging these duties.
 - (h) Arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services, and supplies for the *Fire Department*.
 - (i) The proper care and protection of all *Fire Department* property.
 - (j) Arranging and implementation of *automatic aid*, *mutual aid* and other negotiated and/or *Approved* fire protection and emergency service agreements between the *Fire Department* and other municipalities.
 - (k) Determining and establishing the qualifications and criteria for employment or appointment, and the duties and responsibilities of all *Members* of the *Fire Department*.
 - (l) Appointment, subject to *Approved* hiring policies, of any qualified person as a *Member* of the *Fire Department*.
 - (m) The conduct and discipline of all *Members* of the *Fire Department*, including disciplinary actions as required which may range from reprimand to dismissal.
 - (n) Keeping an accurate record of all fires, rescues and emergencies responded to by the *Fire Department*, all fire safety inspections and fire investigations, and other such records as may be required by *Council* in a manner consistent with applicable records management policies of the *Corporation*, and for retaining such records for a period prescribed by *Approved* records retention policies and statutory requirements.
 - (o) Enforcement of the *Fire Code*, reporting all fires to the Fire Marshal, and complying with all Fire Marshal's directives as mandated by the *Fire Protection and Prevention Act*.
 - (p) Reporting to the appropriate Crown Attorney or other prosecutor, or law enforcement or other *officer*, the facts upon the evidence in any case in which there is reason to believe that a fire has been the result of criminal intent or negligence, or in which there is reason to believe that an offence has been committed under the *Fire Protection and Prevention Act*, or other applicable regulation or statute.
 - (q) Preparing and presenting annual and periodic reports to *Council* as deemed necessary by the *Fire Chief*, and any other specific reports as directed by the *Council*
 - (r) Preparing and submitting annual budget estimates for approval by *Council*, and effectively administering, monitoring, and controlling the *Fire Department* operating and capital budgets.
14. The *Fire Chief* may assist with the preparation, implementation, and maintenance of the municipal Emergency Plan pursuant to the *Emergency Management and Civil Protection Act*.
15. The *Fire Chief* shall be responsible for assisting other public officials in an emergency declared by the Head of *Council*, the Premier of Ontario, or the Prime Minister of Canada.

POWERS

16. The *Fire Chief* shall exercise all powers and duties prescribed by the *Fire Protection and Prevention Act*, and shall be empowered to take all reasonable and proper measures for the prevention, control, and extinguishment of fires, and for the protection of life, property and the environment, and for the management of emergencies within the jurisdiction of the municipality.
17. Without limiting the generality of the foregoing, the *Fire Chief* and his/her designates shall be empowered and authorized to carry out the following:
 - (a) Enforcement of all municipal by-laws in respect of fire safety and fire prevention.
 - (b) Pulling down or demolishing any building or structure when necessary to prevent the spread of fire.
 - (c) Any necessary action to guard against fire or other danger, risk, or accident, which may include boarding up or barricading of buildings or property, when unable to contact the owner of the property.
 - (d) Recovery of costs incurred by such necessary actions for the *Corporation* in a manner provided by the *Municipal Act* and the *Fire Protection and Prevention Act*.
 - (e) Taking any and all steps as set out in Parts V, VI and VII of the *Fire Protection and Prevention Act*.
18. As set out in the *Fire Protection and Prevention Act*, the *Fire Chief* may delegate any of his/her powers or duties to the *Deputy Fire Chief* or any *Officer* or *Member* that the *Fire Chief* deems appropriate, subject to such limitations, restrictions or conditions as may be set out in the delegation, and such *Officer* or *Member* so delegated shall have all the powers and shall perform all duties as delegated.

RECOVERY OF COSTS

19. If as the result of a *Fire Department* response to a fire, rescue, or other emergency, the *Fire Chief*, his or her designate, or the highest ranking *Officer* in charge determines that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, remove hazardous materials, assist in or otherwise conduct an investigation to determine the cause of a fire, or otherwise control or eliminate an emergency situation, the *Corporation* shall recover the costs incurred by the *Corporation* for taking such actions from the owner of the property on which the fire or other emergency occurred.
20. The *Corporation* may recover costs incurred by such necessary actions in a manner provided by the *Municipal Act* and the *Fire Protection and Prevention Act* in accordance with the fees prescribed by the applicable Fees By-law of the *Corporation* from time to time.
21. A fee imposed upon a person under this by-law, including any interest, penalty charges and costs of collection, constitutes a debt of the person to the *Corporation*, and a person who is charged a fee under this by-law and fails to pay the fee within thirty days of receipt of an invoice shall be charged interest in accordance with the applicable Fees and Charges By-law of the *Corporation*.
22. If a property owner who is charged a fee under this by-law fails to pay the fee within ninety days of receipt of an invoice, the *Corporation* may add the fee, including penalty and interest, to the tax roll for any real property in the registered in the name of the owner and collect the fee, including penalty and interest, in like manner as municipal taxes.

VOLUNTEER FIREFIGHTER EMPLOYMENT

23. The *Fire Chief* may appoint, from time to time, any eligible person as a *Volunteer Firefighter* or *Radio Operator* in order to maintain a sufficient complement of staff in accordance with the *Approved Fire Department Organizational Chart* as set out in Schedule "A" attached hereto and forming part of this By-law, and subject to *Approved* hiring policies.
24. The employment of *Volunteer Firefighters* and *Radio Operators* shall be governed by the *Volunteer Firefighter Terms and Conditions of Employment* as set out in Schedule "C" attached hereto and forming part of this by-law.

OBSTRUCTION

25. No person shall obstruct, hinder, or interfere with the *Fire Chief* or any *Member* of the *Fire Department* in the performance of his or her duties in accordance with this by-law and the *Fire Protection and Prevention Act*.

OFFENCES

26. Every person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to a penalty established by the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as may be amended from time to time, and any successor legislation.

SEVERABILITY

27. Should a court of competent jurisdiction find any section or provision, or part thereof, of this by-law to be invalid or to be of no force and effect, such section or provision or part thereof shall be deemed to be severable, and all other sections or provisions or parts of this by-law shall be deemed to be separate and independent there from and to be enacted as such.

REPEAL

- 28. By-law No 2018-20 as amended, of the *Corporation* of the Municipality of Magnetawan be and is hereby repealed.
- 29. Notwithstanding Section 39, the appointments of the *Fire Chief, Deputy Fire Chief*, and all other *Members* of the *Fire Department* who were appointed under the provisions of By-Law No. 2018-20, that existed and were in effect on the day on which the by-law was repealed shall survive and remain in force and effect after the by-law is repealed.

FORCE AND EFFECT

- 30. This By-law shall come into force and effect on the day on which it is passed.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto this 2nd day of September 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

Schedule “A”

The Fire Department shall be structured in conformance with the following Fire Department Organizational Chart:

DRAFT

Council of
Magnetawan



Fire Chief



Deputy Fire
Chief



Captains and
Training Officer



Firefighters and
Radio Operators

Schedule "B" By-Law No.

FIRE RESCUE & EMERGENCY SERVICES APPROVED SERVICES AND PROGRAMS

The *Fire Department* shall provide the following services and programs:

B.1 Emergency Response

B.1.1 Basic Firefighting Services:

- (a) The *Fire Department* shall respond to fires, alarms of fire, and pre-fire conditions to provide fire suppression services, and shall exercise best efforts to conform to the most recent edition of National Fire Protection Association (NFPA) 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments* as revised from time to time.

B.1.2 Structural Firefighting Services:

- (a) For the purpose of this Schedule, "Structural Firefighting" shall have the same meaning as Structural Firefighting as defined by NFPA 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*.

- (b) *Interior Search and Rescue* – Shall be provided when possible and as appropriate in accordance with the following:

Service shall be provided to search for and rescue endangered, trapped or potentially trapped persons within the structure.

Service shall be provided only when, in the opinion of the *Fire Chief* or most senior *Officer* in charge, all of the following are true:

- i. A scene risk assessment has been completed, and the level of risk reasonably justifies entry into the structure;
- ii. Building integrity permits entry into the structure;
- iii. Sufficient Trained *Firefighter* staffing is deployed at the fireground;
- iv. Reliable water supply with adequate flow can be sustained;
- v. Adequate fireground supervision and support is provided.

- (c) *Interior Fire Suppression (Offensive Operations)* – Shall be provided when possible and as appropriate in accordance with the following:

Service shall be provided to contain the fire and prevent further loss of property.

Service shall be provided only when, in the opinion of the *Fire Chief* or most senior *Officer* in charge, all of the following are true:

- i. A scene risk assessment has been completed, and level of risk reasonably justifies *Firefighter* entry into the structure;
- ii. Building integrity permits entry into the structure;
- iii. Sufficient Trained *Firefighter* staffing is deployed at the fireground;
- iv. Reliable water supply with adequate flow can be sustained;
- v. Adequate fireground supervision and support is provided

(d) *Exterior Fire Suppression (Defensive Operations)* – Shall be provided when possible and as appropriate, in the opinion of the *Fire Chief* or most senior *Officer* in charge, in accordance with the following:

- There shall be no expected rescue component with this service.
- Service shall be provided to prevent fire spread to adjacent areas.
- Service shall be provided when Interior Fire Suppression is not possible or appropriate.
- Service shall be provided as water supply permits.

B.1.3 Rural Firefighting Operations:

- Rural firefighting operations using tanker shuttle service shall be provided in areas without municipal water supply and best efforts shall be exercised to conform to NFPA 1142, *Standard on Water Supplies for Suburban and Rural Fire Fighting*.
- The *Fire Department* shall maintain Superior Tanker Shuttle Service accreditation by Fire Underwriters Survey or other recognized accreditation body.

B.1.4 Vehicle Firefighting Services:

- Service shall be provided to control and extinguish vehicle fires.

B.1.5 Grass, Brush, and Forestry Firefighting Services:

- Service shall be provided and best efforts shall be exercised to conform to NFPA 1143, *Standard for Wildland Fire Management*.

B.1.6 Marine Firefighting Services:

- Marine firefighting service shall be limited to shore-based, defensive firefighting operations only.

B.1.7 *Automatic Aid* Response Services:

- Service shall be provided in accordance with any *Automatic Aid* agreements *Approved* by the Council.

B.1.8 *Mutual Aid* Response Services:

- Service shall be provided in accordance with the *Mutual Aid* Plan established in respect to the municipalities within the District pursuant to clause 7(2)(a) of the *Fire Protection and Prevention Act*.

B.1.9 Tiered Medical Assistance Services:

- Service shall be provided in accordance with the Emergency Medical Tiered Response Agreement between the Parry Sound Emergency Medical Services and the Magnetawan Fire Department.

B.1.10 Ambulance Assistance Services:

- Service shall be provided to assist Emergency Medical Services with emergency and non-emergency situations with respect to providing access and/or the provision of care to patients.

B.1.11 Police Assistance Services:

- Service shall be provided to assist Police with emergency and non-emergency situations for which the *Fire Department* has equipment and/or specialized skills to assist in the mitigation.

B.1.12 Public Assistance Services:

- Service shall be provided to assist the public with emergency and non-emergency situations for which the *Fire Department* has the equipment and/or specialized skills to mitigate the incident.

B.1.13 Public Hazard Assistance Services:

(a) *Carbon monoxide Incidents* – Response shall be provided to carbon monoxide alarms and emergencies.

(b) *Public Utility Incidents* – Response shall be provided to public utility incidents that pose a public hazard, including:

- i. Electrical utility emergencies;
- ii. Natural gas utility emergencies.

B.1.14 Vehicle Accident Services:

- The *Fire Department* shall respond to vehicle accidents to provide the following services:
 - i. Stabilizing the scene of the accident;
 - ii. Stabilizing the vehicles involved in the accident;
 - iii. Providing aid to injured or trapped persons;
 - iv. Mitigating adverse effects to the natural environment.

B.1.15 Vehicle Extrication Services:

- Vehicle search and rescue services, including extrication, shall be provided at the level trained for and level required by NFPA 1001 stabilizing the scene, stabilizing the vehicle and stabilizing the patient.

B.1.16 Transportation Incidents involving Vehicles, Trains, Aircraft:

- Response shall be provided to large-scale transportation incidents that may involve large numbers of casualties, widespread damage to property, and/or significant environmental impact.

B.1.17 Highway Incident Services:

- *Fire Protection Services* shall be provided to the Kings Highway and other provincial highways in accordance with department SOG's.
- Costs associated with *Fire Department* response to provincial highways shall be recovered in accordance with applicable provincial fire service agreements.

B.1.18 Hazardous Materials Response Services:

- Service shall be provided at the awareness Level in accordance with NFPA 472, *Standard for Competence of Responders to Hazardous Materials Incidents*.
- Hazardous materials response services at the NFPA 472 Technician Level **shall not be**

provided by the *Fire Department*.

B.1.19 Water and Ice Rescue Services:

(a) *Water/Ice Rescue* – Service shall be provided at the Shore based Level in accordance with department's OG's and NFPA 1670 Chapter 9.3 Operations Level **excluding *Swift Water***, *Standard for Operations and Training for Technical Search and Rescue Incidents*, and may include shore based, water entry, and craft rescue operations.

(b) Recovery services to retrieve property or human remains by entering into or onto a body of water, or onto ice over a body of water, **shall not be provided** by the *Fire Department*.

(c) Animal rescue/recovery will only be, a modified shore-based consisting of the talk, throw, reach tactics. Rescue/recovery services by entry into or onto a body of water, or onto ice over a body of water **shall not be provided**.

B.1.20 Urban Search and Rescue Services:

- *Fire Department* response to urban search and rescue incidents shall be limited to providing Structural Collapse Search and Rescue services at the Awareness Level in accordance with NFPA 1670, *Standard for Operations and Training for Technical Search and Rescue Incidents*.
- Urban search and rescue service requiring structural collapse search and rescue services at the Operations or Technician Levels **shall not be provided** by the *Fire Department*.

B.1.21 Rope Rescue Services:

- Rope rescue services, such as high-angle and low-angle rescue services, shall be provided at the Awareness Level in accordance with NFPA 1670, *Standard for Operations and Training for Technical Search and Rescue Incidents*.
- Rope rescue services at the Operations or Technician Levels **shall not be provided** by the *Fire Department*.

B.1.22 Confined Space Rescue Services:

- Service shall be provided at the Awareness Level in accordance with NFPA 1670, *Standard for Operations and Training for Technical Search and Rescue Incidents*.
- Confined space rescue services at the Operations or Technician Levels **shall not be provided** by the *Fire Department*.

B.1.23 Trench Rescue Services:

- Service shall be provided at the Awareness Level in accordance with NFPA 1670, *Standard for Operations and Training for Technical Search and Rescue Incidents*.
- Trench rescue services at the Operations or Technician Levels **shall not be provided** by the *Fire Department*.

B.1.24 Cave, Mine, and Tunnel Rescue Services:

- Service shall be provided at the Awareness Level in accordance with NFPA 1670, *Standard for Operations and Training for Technical Search and Rescue Incidents*.
- Cave, mine, and tunnel rescue services at the Operations or Technician Levels **shall not be provided** by the *Fire Department*.

B.1.25 Farm and Silo Rescue Services:

- *Fire Department* response to farm and silo rescue incidents that involve a rope rescue and/or a confined space rescue component shall be limited to providing such technical rescue services at the Awareness Level in accordance with the NFPA 1670 standard.
- Farm and silo rescue incidents requiring rope rescue and/or confined space rescue services at the Operations or Technician Levels **shall not be provided** by the *Fire Department*.

B.1.26 Industrial and Machinery Rescue Services:

- Service shall be provided at the Awareness Level in accordance with NFPA 1670, *Standard for Operations and Training for Technical Search and Rescue Incidents*.
- Industrial and machinery rescue incidents at the Operations or Technician level **shall not be provided** by the *Fire Department*.

B.1.27 Community Emergency Plan Response Services:

- Service shall be provided in accordance with the *Approved* Emergency Management Program.

B.1.28 Assistant to the Fire Marshal Services – Fire Suppression:

- Duties of Assistant to the Fire Marshal shall be carried out as prescribed by the *Fire Protection and Prevention Act*.

B.2 Fire Prevention and Public Education

B.2.1 Fire Inspection Services:

- (a) Conducting complaints inspections.
- (b) Conducting vulnerable occupancy inspections.
- (c) Conducting requested inspections.
- (d) Conducting routine inspections.
- (e) Conducting licensing inspections.
- (f) Systems checking, testing and approval.
- (g) Enforcing code compliance.
- (h) Enforcing municipal by-laws.
- (i) Issuing permits.
- (j) Preparing reports and issuing written responses to requests.

B.2.2 Public Education Services:

- (a) Providing fire and life safety public education programs.
- (b) Facilitating smoke alarm and carbon monoxide alarm initiatives.
- (c) Distributing public safety messaging to the media.
- (d) Delivery of specialized programs.

B.2.3 Fire Investigation Services:

- (a) Determining cause and origin of fires and explosions.
- (b) Assessing code compliance.
- (c) Determining effectiveness of built-in suppression features.
- (d) Determining compliance with building standards.
- (e) Interacting with police, fire investigators, and other agencies.
- (f) Supporting criminal prosecutions, including appearances in court.

B.2.4 Plans Examination Services:

- (a) Reviewing and approving fire safety plans.
- (b) Examining and providing comment on new construction and renovation plans.
- (c) Reviewing and providing comment on subdivision and development agreements.
- (d) Reviewing and providing comment on site plans.
- (e) Inspecting sites of *Approved* plans to determine compliance.

B. 2.5 Risk Assessment Services:

- (a) Conducting community fire risk assessments.
- (b) Compiling, analyzing and disseminating functional statistics.
- (c) Selecting appropriate fire service programs.

B.2.6 Consultation Services:

- (a) Consulting with families, schools, health professionals, and police with respect to TAPP-C and other juvenile fire starting programs.
- (b) Consulting with architects, engineers, planners, and builders.
- (c) Interacting with building departments.
- (d) Interacting with other government agencies.
- (e) Providing input into fire prevention policy development.

B.2.7 Assistant to the Fire Marshal Services – Fire Prevention:

- Duties of Assistant to the Fire Marshal shall be carried out as prescribed by the *Fire Protection and Prevention Act*.

B.3 Emergency Planning

B.3.1 Pre-Incident Planning Services:

- Pre-incident plans shall be developed and maintained in accordance with NFPA 1620, *Standard for Pre-Incident Planning*.

B.3.2 Community Emergency Management Planning Services:

- Collaborating with the development, review, revision, and implementation of the *Approved Emergency Plan*.

B.4 Fire Department Administration

B.4.1 Planning and Development Services:

- (a) Strategic planning.
- (b) Evaluating *Fire Department* programs and services.
- (c) Projecting station locations and reallocations.
- (d) Determining staffing levels and assignments.
- (e) Developing policies, procedures, operating guidelines.
- (f) Coordinating with other emergency services.
- (g) Coordinating development with other municipal departments.

B.4.2 Financial Services:

- (a) Coordinating with the Municipalities Finance Department for financial services.
- (b) Coordinating use of information and statistics from suppression and fire prevention activities to determine funding requirements.
- (c) Providing input into levels of service based on available funding.
- (d) Developing and administering operating and capital budgets.
- (e) Identifying alternative sources of revenue and fees for services.
- (f) Initiating cost recovery measures.

(g) Purchasing.

B.4.3 Records Management Services:

- (a) Documenting *Fire Department* activities.
- (b) Maintaining *Fire Department* records in accordance with records retention policies and applicable legislation.
- (c) Complying with all applicable freedom of information legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.45, as amended, or successor legislation.

B.4.4 Department Human Resources Services:

- (a) Recruitment, selection, promotion, and retention of staff.
- (b) Performance evaluation.
- (c) Career development.
- (d) Job classifications.
- (e) Discipline.

B.4.5 Customer Relations Services:

- (a) Environmental scanning, anticipating pressures and developing communication strategies.
- (b) Enhancing public image of the *Fire Department* and its staff.
- (c) Developing and maintaining inter-agency relationships.

B.4.6 Health and Safety Services:

- (a) Implementing a *Fire Department* health and safety program.
- (b) Implementing a joint health and safety committee for the *Fire Department*.
- (c) Implementing an occupational exposure program.
- (d) Establishing a Designated Officer with respect to communicable disease regulations.

B.4.7 Legal Services:

- (a) Carrying out mandated enforcement duties of the *Fire Department* in accordance with applicable by-laws, statutes, and regulations.
- (b) Prosecuting offences under applicable by-laws and statutes.
- (c) Coordinating the services of solicitors and legal counsel.

B.5 Communications

B.5.1 Dispatch Services:

- (a) Arranging for the provision of dispatch services from an external agency to dispatch appropriate *Fire Department* resources.
- (b) Liaising with dispatch centres.
- (c) Providing current municipal information to the dispatch centres, including response protocols, mapping, local streets, property, and water service information, road closures, and caution notes.

- (d) Monitoring *Fire Department* dispatch centre performance and resolving any service issues.

B.5.2 Technology Services:

- (a) Arranging for maintenance, repair, and technical support of Fire Department telecommunications and computer systems.
- (b) Developing specifications for *Fire Department* radios, communications devices and systems, and computers.
- (c) Arranging for interface capabilities with other data systems.

B.6 Training and Education

B.6.1 Training Program Standards:

- (a) Providing a training program for *Firefighters* that conforms to NFPA 1001, *Standard for Fire Fighter Professional Qualifications*.
- (b) Providing a training program for apparatus drivers and operators that conforms to NFPA 1002, *Standard for Fire Apparatus Driver/Operator Professional Qualifications*.
- (c) Providing a training program for technical rescue operations that conforms to NFPA 1006 as required, *Standard for Technical Rescuer Professional Qualifications*.
- (d) Providing a training program for *Officers* that conforms to NFPA 1021, *Standard for Fire Officer Professional Qualifications*.
- (e) Providing a training program for fire inspectors that conforms to NFPA 1031, *Standard for Professional Qualifications for Fire Inspector and Plan Examiners*.
- (f) Providing a training program for fire investigations that conforms to NFPA 1033, *Standard for Professional Qualifications for Fire Investigators*.
- (g) Providing a training program for fire and life safety educators that conforms to NFPA 1035, *Standard for Professional Qualifications for Fire and Life Safety Educator, Public Information Officer, and Juvenile Firesetter Intervention Specialist*.
- (h) Providing a training program for fire service instructors and training *officers* that conforms to NFPA 1041, *Standard for Fire Service Instructor Professional Qualifications*.
- (i) Providing a training program for incident safety officers that conforms to NFPA 1521, *Standard for Fire Department Safety Officer Professional Qualifications*.

B.6.2 Providing Access to Training Facilities:

- (a) Coordinating access to appropriate training facilities.
- (b) Delivering hands-on training to staff.

B.6.3 Providing Station Training:

- (a) Delivering curriculum specific to operational and strategic needs.
- (b) Providing supervisory training drills.

B.6.4 Program Development Services:

- (a) Developing trainer facilitators.
- (b) Coordinating core curriculum.
- (c) Providing *officer* training and development.
- (d) Developing specialized staff development programs.

B.7 Maintenance

B.7.1 Fleet and Equipment Maintenance Services:

- (a) Maintaining fleet and equipment (both routine and emergency).
- (b) Providing periodic inspection and testing programs.
- (c) Complying with the requirements of provincial regulations.
- (d) Providing annual pump capacity and certification testing.
- (e) Developing specifications for new apparatus and equipment.
- (f) Acceptance testing of new apparatus and equipment.
- (g) Maintaining, testing, and calibrating specialized equipment.

B.7.2 Facilities Maintenance Services:

- (a) Providing routine cleaning and housekeeping of fire stations.
- (b) Arranging for maintenance and repair of fire station infrastructure.
- (c) Providing input regarding design and construction of fire stations.

Schedule "C" By-Law No.

FIRE RESCUE & EMERGENCY SERVICES VOLUNTEER FIREFIGHTER TERMS AND CONDITIONS OF EMPLOYMENT

The employment of *Volunteer Firefighters* shall be governed by the following:

C.1 VOLUNTEER FIREFIGHTER EMPLOYMENT

C.1.1 The employment of *Volunteer Firefighters* shall be governed by the *Employment Standards Act, 2000*, S.O. 2000, c.41, as amended, and the Ontario *Human Rights Code*, RSO 1990, c H.19, as amended.

C.1.2 To be eligible for appointment to the position of *Volunteer Firefighter*, every candidate shall:

- (a) Be at least 18 years of age.
- (b) Be medically fit to perform the duties of *Firefighter* and produce a medical evaluation report to the satisfaction of the *Fire Chief* from a qualified medical practitioner which attests to the candidate's ability to endure the physical, emotional, and psychological demands of performing the essential job tasks of *Firefighter* in accordance with NFPA 1582, *Standard on Comprehensive Occupational Medical Program for Fire Departments*.
- (c) Be physically fit to perform the duties of *Firefighter* and successfully complete a Candidate Physical Ability Test (CPAT) to the satisfaction of the *Fire Chief*.
- (d) Complete a Criminal Record Check which indicates no record of unpardoned criminal or summary convictions for offences that would adversely affect public trust, and a Police Vulnerable Sector Check which indicates no record of sexual offences.
- (e) Reside in the municipality and/or within proximity acceptable to the *Fire Chief* to a fire station in order to be able to respond to emergencies in a manner consistent with the deployment criteria of NFPA 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*.
- (f) Complete and successfully pass all written, oral, and physical examinations to the satisfaction of the *Fire Chief*.
- (g) Have the ability to attend an acceptable number of emergency calls on a call-out basis, as determined by the *Fire Chief*.
- (h) Have the ability to meet the training attendance requirements of the *Fire Department*, as determined by the *Fire Chief*.

C.1.3 Every newly appointed *Volunteer Firefighter* shall complete a term of probation of 12 months, during which time he or she shall successfully complete all training and examinations, and shall meet all

attendance and performance expectations, as may be required by the *Fire Chief*.

C.1.4 At the discretion of the *Fire Chief*, a probationary *Firefighter* may be placed on an additional term of probation of up to 12 months at the completion of the initial probationary period should circumstances warrant, and the probationary *Firefighter* shall successfully complete all training and examinations, and shall meet all attendance and performance expectations during the additional probationary period.

C.1.5 Following the successful completion of the term of probation, the *Fire Chief* may appoint a Probationary *Firefighter* as a qualified *Member* of the *Fire Department* in accordance with *Approved* hiring policies.

C.1.6 If a probationary *Firefighter* fails to successfully complete any required training or examinations, or fails to meet any requirement of the *Fire Department* or any obligations as may be agreed upon, or whose attendance, performance, attitude or character is otherwise unsatisfactory, the *Fire Chief* may dismiss the person.

C.1.7 The *Fire Chief* may promote, from time to time, any qualified *Member* in order to maintain a sufficient complement of *Officers* in accordance with the *Approved Fire Department Organizational Chart*.

C.1.8 In consideration of the physical, emotional, and psychological demands associated with performing the essential job tasks of a *Firefighter*, the recognition under the *Workplace Safety and Insurance Act, 1997* as amended, that certain cancers and other illnesses are presumed to be occupational diseases due to the nature of *Firefighters'* employment, and the *Managing Corporation's* responsibility to ensure the safety, health and wellness of employees performing fire suppression and emergency response duties, the *Fire Chief* may:

(a) Require every *Volunteer Firefighter* to produce a medical evaluation report from a qualified medical practitioner prior to appointment which attests to the candidate's medical fitness to perform the duties of *Firefighter*.

(b) Establish a medical screening and monitoring program wherein every *Volunteer Firefighter* shall be required to periodically undergo a medical examination and produce a medical evaluation report from a qualified medical practitioner confirming the *Volunteer Firefighter's* fitness to perform the duties of *Firefighter*.

(c) Establish a program to ensure each *Volunteer Firefighter's* continued physical ability to perform the duties of *Firefighter* by successfully completing a Candidate Physical Ability Test (CPAT) beginning at an age determined by the *Fire Chief* and periodically thereafter.

C.1.9 Every *Member* who is required to carry out any *Approved* Emergency Response program or service as set out in Section B.1 of Appendix "B" of the By-Law to Establish and Regulate a Fire Department, shall be medically and physically fit to perform the duties of *Firefighter*, and shall submit to a medical examination and/or a Candidate Physical Ability Test at such times as the *Fire Chief* may reasonably require.

C.1.10 If a qualified medical practitioner finds a *Volunteer Firefighter* to be unfit to perform the essential job tasks of *Firefighter*, the *Corporation* may take such actions it deems necessary in respect of the

Volunteer Firefighter's employment subject to the *Managing Corporation's* duty to accommodate pursuant to the *Ontario Human Rights Code*.

C.1.11 Provide a clean Driver's Abstract prior to operating any Municipal vehicles which may include; trucks, vans, ATVs and any other motorized vehicle.

C.2 WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

C.2.1 For the purposes of the *Workplace Safety and Insurance Act, 1997*, and the regulations enacted thereunder, *Volunteer Firefighters, Radio Operator and Auxiliary Members* of the *Fire Department* shall be considered workers as defined by the Act, and the *Corporation* shall be the deemed employer in respect of Workplace Safety and Insurance Board coverage for *members* of Magnetawan Fire Department.

C.2.2 The *Corporation* shall maintain coverage for *Volunteer Firefighters and Auxiliary Members* according to the annual maximum insurable earning ceiling as may be established by the Workplace Safety and Insurance Board from time to time.

C.3 GENERAL DUTIES AND RESPONSIBILITIES

C.3.1 All *Members* shall conduct themselves in conformance with the By-law to Establish and Regulate a Fire Department, all applicable policies of the *Corporation*, and all policies, procedures, operating guidelines, general orders, and rules of the *Fire Department*, and shall faithfully and diligently perform their assigned duties to the best of their ability.

C.3.2 All members are to report any changes to their Driver's Abstract to the Fire Chief. After hiring the Municipality may obtain a Drivers Abstract at any time. The loss of a driver's license, failure to disclose changes or provide an abstract, and/or multiple or serious infractions may result in disciplinary action and/or termination at the discretion of the Fire Chief.

C.3.3 All members are to report any changes to their Criminal Record Check and/or Police Vulnerable Sector Check to the Fire Chief as soon as reasonably possible, but before they respond to the next emergency or call to service. Any changes may result in disciplinary action and/or termination at the discretion of the Fire Chief.

C.4 DISCIPLINE

C.4.1 The *Fire Chief* may reprimand, suspend, or take disciplinary action up to and including dismissal of any *Member* for an infraction of any provision of the By-law to Establish and Regulate a Fire Department, any applicable policy of the *Corporation*, or any policy, procedure operating guideline, order, directive, or rule of the *Fire Department*.

C.5 LEAVES OF ABSENCE

C.5.1 *Volunteer Firefighters* shall be entitled to all statutory unpaid leaves of absence to which they are entitled under the provisions of the *Employment Standards Act, 2000*.

C.5.2 A *Volunteer Firefighter* who has completed the twelve (12) month probationary period may request a voluntary leave of absence from the *Fire Chief* without pay for a period of up to twelve (12) months, and such requests shall not be unreasonably denied.

C.5.3 All requests for a voluntary leave of absence must be submitted in writing to the *Deputy Fire Chief* at least twenty (20) calendar days prior to when the leave of absence is to commence. The *Fire Chief*, at his or her discretion, may waive this notice period.

C.5.4 A request for a second or subsequent leave of absence within twelve (12) months of a previous leave of absence shall be evaluated on a case by case basis.

C.6 TERMINATION

C.6.1 The employment relationship between a *Volunteer Firefighter* and the *Corporation* may be terminated in the following ways:

(a) *Resignation*: A *Volunteer Firefighter* may terminate employment by providing written notice to the *Fire Chief* or designate.

(b) *Termination with Cause*: The *Corporation* may terminate the employment of a *Volunteer Firefighter* for cause without notice or payment in lieu of notice at any time during the course of employment.

(c) *Termination Without Cause*: The employment of a *Volunteer Firefighter* may be terminated without cause at any time by the *Corporation*, at its sole discretion for any reason, by providing the *Volunteer Firefighter* with the minimum amount of notice, or pay in lieu of notice, and severance pay if applicable to which the he or she is entitled under the *Employment Standards Act, 2000*. In addition, the *Corporation* shall continue to pay its share of the *Volunteer Firefighter's* benefits, if any, for the duration of the notice of termination period, pursuant to the *Employment Standards Act, 20*

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2018 - 20

Being a By-law to establish and regulate a Fire Department

WHEREAS Part 2(1) of the *Fire Protection and Prevention Act, 1997* (the FPPA), requires every municipality to establish a program including public education with respect to fire safety and certain components of fire prevention and provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

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

1. DEFINITIONS

In this By-law:

- 1.1. **"Approved"** means approved by Council.
- 1.2. **"Automatic Aid"** means any agreement under which a municipality agrees to provide an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department is capable of responding more quickly than any fire department situated in the other municipality; or a municipality agrees to provide a supplemental response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the part of another municipality
- 1.3. **"Clerk Administrator"** means the Clerk Administrator for the Municipality of Magnetawan
- 1.4. **"Chief Fire Official"** shall mean the Assistant to the Fire Marshal who is the Fire Chief or a member or members of the Fire Department appointed by the Fire Chief under the FPPA or a person appointed by the Fire Marshal under the FPPA;
- 1.5. **"Confined Space"** means any space that has limited or restricted means for entry or exit (i.e. tanks, vessels, silos, storage bins, hoppers, vaults, trenches, excavations and pits) and that is not designed for human occupancy;
- 1.6. **"Council"** means the Council of Magnetawan of the Municipality of Magnetawan;
- 1.7. **"Deputy Fire Chief"** means the person appointed by Council to act on behalf of the Fire Chief in the case of an absence or a vacancy in the office of the Fire Chief;
- 1.8. **"Emergency Control Group"** means the Mayor with designated Senior Officials who coordinate and deploy resources to mitigate the impact of a municipal or other large scale emergency incident.
- 1.9. **"Emergency Management Committee"** means the group of municipal officials that are responsible to ensure that local programs and committees are developed as required to enable the emergency management process in accordance with the requirements of the Emergency Management and Civil Protection Act.
- 1.10. **"Fire Chief"** means the person appointed by Council to act as Fire Chief for Magnetawan and is ultimately responsible to Council as defined in the FPPA;
- 1.11. **"Fire Coordinator"** means the person appointed by the Fire Marshal, under the authority of the Fire Protection and Prevention Act, 1997 to coordinate the mutual aid plan, or the person appointed by the Fire Marshal to act in the absence of the Fire Coordinator;
- 1.12. **"Fire Department"** means the Magnetawan Fire Department;
- 1.13. **"Firefighter's Association"** means the Magnetawan Firefighters Association;

- 1.14. "**FPPA**" means the Fire Protection and Prevention Act, 1997, S.O., c 4, as may be amended from time to time, or any successor legislation, and any regulation made there under;
- 1.15. "**Fire Protection Agreement**" is a contract between municipalities, other agencies, individuals, or a company that clearly defines the responsibilities, terms, conditions, and all other aspects of the fire services purchased, provided and/or required.
- 1.16. "**Fire Protection Services**" means a range of programs and services, as provided by the Magnetawan Fire Department, which is designed to protect the lives and property of the inhabitants and public at-large within the fire department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by individuals or nature, and includes but is not limited to, fire prevention and public education, rescue and suppression services
- 1.17. "**Limited Services**" means a variation of services significantly differentiating from the norm as a result of extenuating circumstances, such as environmental factors, obstructions, remote and/ or island properties, private road ways, lanes, and drives
- 1.18. "**Magnetawan**" means Magnetawan of the Municipality of Magnetawan;
- 1.19. "**Member**" means any defined Firefighter or Officer as per the FPPA and/or any person employed in or appointed to the Fire Department and assigned to undertake Fire Protection Services;
- 1.20. "**Mutual Aid**" means a program to provide/receive assistance in the case of a major emergency in a municipality, community or area where resources in a municipality, community or area have been depleted, but does not include Automatic Aid.
- 1.21. "**Officer**" means any member with the rank of Captain or higher.
- 1.22. "**Rope Rescue**" means an environment (open or confined space, high angle or low angle) in which the load is predominately supported by a rope rescue system;
- 1.23. "**Specialty Rescue**" shall mean rescue response to high angle/low angle rope rescue, ice/water rescue (land based entry level), remote rescue, auto extrication, hazardous materials response (awareness level) in accordance with available resources.

2. ESTABLISHMENT

- 2.1. A department for the Municipality of Magnetawan, to be known as the Magnetawan Fire Department, is hereby established and continued under this By-law, and the head of this Department shall be known as the Fire Chief.
- 2.2. The goals of the Fire Department shall be those contained in Appendix "A".

3. COMPOSITION

- 3.1. The Fire Department shall consist of one Fire Chief, one Deputy Fire Chief, Firefighters and any other person(s) as may be authorized or considered necessary from time to time by Council on recommendation from the Fire Chief for the Fire Department to perform Fire Protection Services.
- 3.2. The Fire Chief and Deputy Fire Chief shall be appointed by By-law of the Council.

4. EMPLOYMENT

- 4.1. The Fire Chief may appoint a Qualified Person as a Probationary Member of the Fire Department if the position is authorized by the Council and is subject to the approved hiring policies of the Fire Department in compliance with this By-law.
- 4.2. "Qualified" person shall be:
 - 4.2.1. at least 15 years of age;
 - 4.2.2. of good character; and
 - 4.2.3. medically fit to be a firefighter, as certified by a physician.
- 4.3. A Probationary Member shall be on probation for a minimum of one year during which time they shall take such special training and examinations as may be required by the Fire Chief. The probation period may be reduced or extended at the discretion of the Fire Chief.

- 4.4. A Probationary Member may be discharged for any just cause upon written notification by the Fire Chief, with a copy of the notification to be forwarded to the Clerk.
- 4.5. Following a Probationary Member's successful completion of their probationary period, the Fire Chief will forward a recommendation of appointment to the Clerk. Every such appointment to full Member shall be ratified by Council.
- 4.6. The Fire Chief may reprimand any Member or Probationary Member of the Fire Department for insubordination, inefficiency, misconduct, tardiness, or for non-compliance with any of the provisions of this By-law, departmental policies or procedures, guidelines or the general orders and departmental rules that, in the opinion of the Fire Chief, would be detrimental to the discipline and efficiency of the Fire Department. The Fire Chief shall submit a report to the Clerk regarding the reprimand handed out to the Member. Any such disciplinary action shall be in accordance with the Municipality's Disciplinary Procedures.
- 4.7. The Fire Chief shall report all recommendations for appointments, promotions, demotions, suspensions and terminations to the Clerk.
- 4.8. A full Member of the Fire Department shall not be dismissed without being afforded the opportunity to present to Council, if he/she makes a written request for such within seven days after receiving his/her proposed dismissal.

5. TERMS AND CONDITIONS OF EMPLOYMENT

- 5.1. Subject to the FPPA and applicable legislation, the remuneration and other terms and conditions of employment or appointment of the members and administrative support staff that comprise the Fire Department shall be recommended by the Fire Chief to the Clerk in accordance with policies and programs established and approved by Council.

6. ORGANIZATION

- 6.1. The Fire Department may be organized into Divisions including but not limited to Administration, Emergency Operations, Support Services, Communications, Training, Fire Prevention and Public Education.
- 6.2. The Fire Chief, with prior approval of Council, may establish, re-organize or eliminate Divisions or may do all or any of these things as may be required to ensure the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services.
- 6.3. The Fire Chief may assign or re-assign such members to a Division to assist in the administration and operation of that Division.

7. CORE SERVICES

- 7.1. The core services of the Fire Department shall be those contained in Appendix "B".
- 7.2. Nothing in this By-law shall restrict the Fire Department from providing only core services or limit the provision of Fire Protection Services.

8. RESPONSIBILITIES AND AUTHORITY OF THE FIRE CHIEF

- 8.1. The Fire Chief shall be the head of the Fire Department and is ultimately responsible to Council, through the Clerk, for proper administration and operation of the Fire Department including the delivery of Fire Protection Services.
- 8.2. The Fire Chief shall be a fully contributing member of Magnetawan's Senior Management Team, reporting to the Clerk, and will perform the duties of Municipal Emergency Control Group member and Community Emergency Management Coordinator as required.

- 8.3.** The Fire Chief shall be authorized to make such general orders, policies, procedures, rules and regulations and to take such other measures as the Fire Chief may consider necessary for the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services and for the prevention, control and extinguishment of fires, the protection of life and property and the management of emergencies and without restricting the generality of the foregoing:
- 8.3.1.** for the care and protection of all property belonging to the Fire Department;
 - 8.3.2.** for arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the Fire Department;
 - 8.3.3.** for arranging and implementation of automatic aid, mutual aid and other negotiated fire protection and emergency service agreements within Magnetawan's borders and/or within the municipal borders of adjoining municipalities;
 - 8.3.4.** for determining and establishing the qualifications and criteria for employment or appointment and the duties of all members and administrative support staff of the Fire Department;
 - 8.3.5.** for the conduct and the discipline of members of the Fire Department;
 - 8.3.6.** for preparing and, upon approval of Council, implementing and maintaining a departmental fire service plan and program for Magnetawan;
 - 8.3.7.** as a key member of the Emergency Management Committee, for the preparation, implementation and maintenance of any emergency plans, organizations, services or measures established or to be established by Magnetawan;
 - 8.3.8.** for reporting to the appropriate crown attorney or other prosecutor or law enforcement officer or other officer the facts upon the evidence in any case in which there is reason to believe that a fire has been the result of criminal intent or negligence or in which there is reason to believe an offence has been committed under the FPPA;
 - 8.3.9.** for keeping an accurate record, in convenient form for reference, of all fires, rescues and emergencies responded to by the Fire Department and reporting of same to the Office of the Fire Marshal;
 - 8.3.10.** for keeping such other records as may be required by Magnetawan and the FPPA;
 - 8.3.11.** for preparing and presenting reports of the Fire Department to the Clerk and Council as directed by the Clerk and Council;
 - 8.3.12.** for preparing and presenting the annual budget estimates of the Fire Department to the Council and for exercising control over the budget approved by Council for the Fire Department, provided that such general orders, policies, procedures, rules, regulations and other measures do not conflict with the provisions of this By-law or any other By-law of Magnetawan, including, without limitation, those requiring the prior approval of or notice to Council or the satisfaction of certain conditions, general or otherwise, specified by Council before such measures can be implemented, or with the provisions of the FPPA.
- 8.4.** The Fire Chief shall be responsible for the administration and enforcement of this By-law and all general orders, policies, procedures, rules and regulations made under this By-law and for the enforcement of any other By-laws of Magnetawan respecting Fire Protection Services, and shall review periodically such By-laws, including this By-law, recommend to Council such amendments as the Fire Chief considers appropriate and, in the case of general orders, policies, procedures, rules, and regulations made under this By-law, make recommendation to revise or terminate any of them if the Fire Chief considers it appropriate.
- 8.5.** The Fire Chief shall have all powers, rights, and duties assigned to a Fire Chief under the FPPA including, without limitation, the authority to enforce compliance with the Fire Code. Further, the Fire Chief shall be afforded the ability to take all proper measures for the prevention, control and extinguishment of fires and for the protection of life and property and shall be able to enforce all Municipal By-laws respecting fire prevention.
- 8.6.** The Fire Chief may liaise with any Association representing firefighters as required to carry out the duties of the Fire Chief.

- 8.7. The Fire Chief may liaise with the Office of the Fire Marshal and Emergency Management and any other office or organization (local, regional, provincial or federal) as required by Council or as considered necessary or advisable by the Fire Chief for the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services.
- 8.8. The Fire Chief is authorized to contribute to and assist in the formulation of mutual aid, automatic aid and emergency service agreements or response plans with other emergency response agencies.
- 8.9. The Fire Chief may utilize, with the approval of the Clerk where required, such Members of the Fire Department as the Fire Chief may determine, from time to time, to assist in the performance of his/her duties and/or perform the role as required of a Chief Fire Official or other designate in such a manner as to include, but not be limited to, the following;
- 8.9.1. provide administrative support and customer assistance for facilities and services provided by the Fire Department;
 - 8.9.2. prepare Divisional and overall Departmental budget(s) and exercise budgetary control;
 - 8.9.3. prepare the payroll data of the Department as required, to initiate requisitions and acquire materials and services and certify all accounts of the Department;
 - 8.9.4. maintain personnel records as required in conjunction with the direction of Magnetawan.
 - 8.9.5. arrange for the provision of new facilities, equipment, and apparatus;
 - 8.9.6. carry out the general administrative duties of the Fire Department;
 - 8.9.7. liaise with the local firefighters associations;
 - 8.9.8. liaise with other emergency response and safety agencies;
 - 8.9.9. liaise with other Departments within Magnetawan and participate on committees or be involved in functions as required;
 - 8.9.10. provide emergency communications/dispatch, firefighting and emergency response duties and/or assist at emergency or life supporting incidents as required by the Fire Chief to prevent, control, and extinguish fires, and further prevent fire and life safety tragedy;
 - 8.9.11. conduct investigations of fires by Fire Department personnel in concert with Investigators of the Office of the Fire Marshal and Emergency Management and the Police or other allied agencies in order to determine cause, origin, and circumstances of a fire incident;
 - 8.9.12. perform specialized emergency and/or rescue response such as vehicle/auto/machinery extrication, land based static water/ice rescue, hazardous materials response (emergency decontamination), high/low angle rope and confined space rescue, render emergency patient care and other life saving measures as per Fire Department policies;
 - 8.9.13. conduct, facilitate and participate in training at fire stations or other approved sites and keep clear and concise records of said training to Provincial standards;
 - 8.9.14. research and/or develop new technologies and strategies to maintain safe operating efficiency and effectiveness in emergency or routine operations;
 - 8.9.15. prepare and conduct examinations and reviews of Fire Department Members performance and competency as required;
 - 8.9.16. conduct in-service fire prevention audits, visits, inspections and/or other pre-planning familiarization inspections of premises and occupancies on a complaint, request or proactive basis as required;
 - 8.9.17. enforce all legislation pertaining to fire prevention and the Ontario Fire Code and respond to all fire and life safety complaints and/or concerns as appropriate;
 - 8.9.18. provide fire and life safety education and distribution of educational materials as appropriate;
 - 8.9.19. perform apparatus and equipment maintenance cleaning, checks, inspection and testing at stations or other as required;
 - 8.9.20. co-ordinate and address joint health and other safety issues between other departments within Magnetawan and the Fire Department, and within the Department itself;
 - 8.9.21. ensure the Joint Health and Safety Committee performs, meets, and provides recommendations to Administration as required by legislation, and further that all staff conform and abide by safety practices to ensure a safe workplace;

- 8.9.22. prepare statistical data or other analysis reports as required;
- 8.9.23. assist in the preparation and implementation of Departmental emergency plans and contingencies in conjunction with Magnetawan's Emergency Plan; or
- 8.9.24. perform other duties as assigned and comply with all other requirements of the job description and abide by all orders, policies, procedures, rules and regulations as provided.

9. SUPERVISION – GENERAL DUTIES AND RESPONSIBILITIES

- 9.1. The Fire Chief shall be the first ranking officer of the Fire Department.
- 9.2. The Deputy Fire Chief shall be the second ranking officer of the Fire Department and shall be subject to and shall obey all orders of the Fire Chief, shall perform such duties as are assigned by the Fire Chief and shall act on behalf of the Fire Chief in case of absence or vacancy in the office of Fire Chief.
- 9.3. The Members and administrative support of the Fire Department while on duty, including during Fire Department training, shall be under the direction and control of the Fire Chief or the next ranking officer present in any place.
- 9.4. When the Fire Chief designates a Member to act in place of an Officer in the Fire Department, such Member, when so acting, has all the powers and shall perform all the duties of the Officer replaced.
- 9.5. The Fire Chief and all other Officers of the Department shall protect and guard all property entrusted to their care and the Chief, all Officers and all members, insofar as lies in their power, shall take proper measures to protect all Members of the Fire Department from accident, injury or death as a result of duty.
- 9.6. All matters pertaining to or affecting the Fire Department proposed or contemplated by staff members must be submitted to the Fire Chief before any action is taken, and staff members are strictly forbidden to take any part in any proposition contemplating any effect, directly or indirectly, upon the Fire Department or its operation, except after consultation with the Fire Chief.
- 9.7. Every Member and administrative support staff person shall conduct themselves in accordance with the general orders, policies, procedures, rules and regulations made by the Fire Chief and shall give their whole and undivided attention while on duty to the efficient operation of the Fire Department and shall perform the duties assigned to them to the best of their ability in accordance with the FPPA and any other legislation or written agreement that may be applicable.

10. PROPERTY

- 10.1. No person shall supply any apparatus, equipment or other property of the Fire Department for any personal or private use without the express written permission of the Fire Chief.
- 10.2. No person shall willfully damage or render ineffective or inoperative any apparatus, equipment or other property belonging to our used by the Fire Department or any emergency vehicle of a public safety agency engaged by the Fire Department to attend to a fire or emergency incident within the municipality.

11. FIRE SUPPRESSION

- 11.1. The Fire Department may suppress any fire or other hazardous condition by extinguishing it or by other reasonable action and, for this purpose, may enter private property, if necessary, to do so.
- 11.2. The Fire Department may pull down or demolish any building or structure when considered necessary to prevent the spread of fire.

- 11.3. The Fire Department may request other appropriate persons or agencies present at a fire to assist in extinguishing fires, pulling down or demolishing buildings or structures to prevent the spread of fire, initiate crowd and traffic control or suppression of fires or other hazardous conditions in other reasonable ways.

12. REFUSAL TO LEAVE

- 12.1. No person present at a fire or other emergency scene shall refuse to leave the immediate vicinity when required to do so by the Fire Department or the Ontario Provincial Police.

13. CONDUCT AT FIRES

- 13.1. During a fire or emergency incident and for the time after it has been extinguished and is required to remove the apparatus and equipment of the Fire Department and render the location and vicinity safe from fire, no person, either on foot or with a vehicle of any kind shall enter or remain upon or within;
- 13.1.1. The portion of any street or lane upon which the site of the fire abuts or upon any street or lane for a distance of fifteen (15) metres on each side of the property damaged by fire or;
- 13.1.2. Any additional street or lane or part of a street or any additional limits in the vicinity of the fire as may be prescribed by the Fire Chief or the next ranking officer present at the fire or emergency incident.
- 13.1.3. The provisions of section 13.1.1 shall not apply to a resident of any street or lane or within any prescribed additional limit or to any person so authorized to enter or remain by an officer of the Fire Department or by an OPP officer.

14. RECOVERY OF COSTS – ADDITIONAL EXPENSES

- 14.1. The Fire Chief shall require occupancy owners or persons within or outside the municipality to pay costs or fees for fire and emergency response or other administrative services provided to them if the need for services was due to disregard or negligence related to a fire danger rating or of this by-law or other fire or fire prevention-related negligence. Invoicing for response services or recovery of fees will be conducted in accordance with Magnetawan's Fees and Charges By-law.
- 14.2. If as a result of a Fire Department response to a fire or emergency incident, the Fire Chief or their designate determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Service") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by or contracted to Magnetawan, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the Fire Department and/or to generally make "safe" an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense may be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.
- 14.3. Fire Response Fees, Fire Department incident reporting, data collection and other related activities shall be billed by invoicing insurance companies for costs of Fire Department attendance with respect to insured perils as per the Magnetawan Fees and Charges By-law.

15. EMERGENCY RESPONSES OUTSIDE LIMITS OF THE MUNICIPALITY

- 15.1. The Fire Department shall not respond to a call with respect to a fire or an emergency incident outside the limits of the municipalities except with respect to a fire or an emergency:
- 15.1.1. that in the opinion of the Fire Chief threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality;
- 15.1.2. in a municipality with which an agreement has been entered into to provide fire protection services;
- 15.1.3. on property with respect to which an agreement has been entered into with any person or corporation to provide fire protection therefore;

- 15.1.4. at the discretion of the Fire Chief to a municipality authorized to participate in the Mutual Aid plan established by a Fire Coordinator appointed by the Ontario Fire Marshal, emergency fire service plan and program or any other organized plan or program on a reciprocal basis;
- 15.1.5. at the discretion of the Fire Chief to assist other municipal or provincial resources as required where a formal agreement may or may not be established.
- 15.1.6. on those highways that are under the jurisdiction of the Ministry of Transportation or other agency within the District of Parry Sound;
- 15.1.7. on property beyond the municipal boundary where the Fire Chief or their designate determines that immediate action is necessary to preserve and protect life and where applicable the correct department is notified to respond and/or assumes command or establishes alternative measures acceptable to the Fire Chief or designate; or
- 15.1.8. response due to a request for special assistance as required through a declaration of a provincial or federal emergency and such request has been approved by the Fire Chief, the Clerk Administrator and the Head of Council.

16. INTERFERENCE

- 16.1. No person shall impede or interfere with or hinder the Fire Department in the performance of its duties.

17. FIRE ALARM

- 17.1. No person shall prevent, obstruct, or interfere in any manner whatsoever with the communication of a fire alarm to the Fire Department or with the Fire Department responding to a fire alarm that has been activated.

18. CONFLICT

- 18.1. Where this By-law may conflict with any other By-law of Magnetawan, this By-law shall supersede and prevail over that other By-law to the extent of the conflict.

19. SHORT TITLE

- 19.1. This By-law shall be known as the "Fire Department E&R By-law."

20. PENALTY

- 20.1. Any person who violates any provisions of this By-law is, upon conviction, guilty of an offence and shall be liable to a fine, subject to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.


21. REPEAL OF BY-LAWS

- 21.1. By-law 2000-16 is hereby repealed.

22. EFFECT

- 22.1. This By-law shall come into force and effect on the day it is passed.

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 11th day of April, 2018



Mayor



Clerk Administrator

APPENDIX "A" TO BY-LAW 2018-20

Mission of the Fire Department

The primary mission of the Magnetawan Fire Department is to educate the public on fire prevention and protection activities and to provide a range of programs to protect the lives and property of the inhabitants of the Municipality of Magnetawan from the adverse effects of fires, sudden medical emergencies or exposures to dangerous conditions caused by man or nature.

Vision of the Magnetawan Fire Department

The vision of the Magnetawan Fire Department is to be a well- planned, well trained and a well-equipped emergency response agency where the safety and wellbeing of all involved in any emergency response is paramount.

Primary Objectives of the Magnetawan Fire Department

The primary Objectives of the Fire Department are to;

- Provide appropriate public fire and life safety education and other fire prevention programs and measures as legislated by the FPPA;
- Provide exceptional training to its members through well planned programs followed by appropriate testing and documentation;
- Provide effective and timely emergency response and assistance as appropriate to Magnetawan's needs and circumstances and as required by the FPPA and other applicable legislation;
- Provide an administrative process consistent with the needs of the Fire Department.
- Provide a maintenance program to ensure that all firefighting apparatus and equipment is maintained and ready to be deployed for emergency responses.
- Develop a good working relationship with all federal, provincial and municipal departments, utilities and agencies, related to the protection of life and property.
- Identify and review annually Magnetawan's fire service requirements as per the FPPA;

APPENDIX "B" TO BY-LAW 2018-20

CORE SERVICES

FIRE SUPPRESSION AND EMERGENCY RESPONSE

1. The International Fire Service Training Association "Essentials of Firefighting", NFPA standards and other related industry training standards and reference materials may be used as reference guides for the Magnetawan Fire Department training as approved by the Fire Chief. All training will comply with the Occupational Health and Safety Act and applicable provincial legislation.
2. Structural firefighting including internal rescue & fire attack in accordance with the fire department's level of training, standard operating guidelines, Occupational Health and Safety Guidelines and the number and type of personnel and equipment available to the department and on each specific emergency response.
3. Emergency response to properties may be limited to safe travel and environmental conditions. Response times during acceptable safe conditions may vary.
4. No fire suppression service shall be provided properties that are only accessible by way of water, including islands. For emergency medical responses involving water access properties, an injured person shall obtain their own transport to mainland. They will be met at the mainland by emergency responders.
5. Emergency response to those properties accessed via private roads, private lanes or private driveways shall be subject to the following limitations:
 - 5.1. the ability or such road, lane or driveway to support and accommodate fire department equipment, vehicles and apparatus; and
 - 5.2. the failure of the owner of the lands upon which the road, lane or driveway is located or the user of such road, land or driveway to maintain such road, lane or driveway in a condition that is passable by fire department equipment, vehicles and apparatus.
6. Fire suppression services may be delivered in both an offensive and defensive mode and may include search and rescue operations, forcible entry, ventilation, protecting exposures salvage, and overhaul as appropriate.
7. Emergency pre-hospital care responses and medical acts or other first aid/CPR services shall be maintained as per local protocol as appropriate and instituted as per the latest Emergency Services Agreement (nee tiered response agreement) and appropriate to the needs of the municipality as recommended by the Fire Chief and as agreed upon.
8. Special technical and/or rescue response services may include performing automobile and/or equipment extrication using hand tools, air bags, and heavy hydraulic tools as required, ice water rescue (static water), low angle rope, remote rescue and hazardous materials response (operations level), in accordance with available resources. Other specialized rescues (such as HUSAR, trench rescue, etc.) shall not be provided by the Magnetawan Fire Department beyond the basic awareness level.

Notwithstanding, the Magnetawan Fire Department may contract other agencies to provide this service in an emergency incident and will provide assistance as appropriate to the level of skills and training afforded at the awareness level or its current capability.

FIRE PREVENTION

1. Deliver public education sessions and life and safety initiatives to encourage the prevention of fire.
2. Inspections arising from complaint, request, or self-initiated and fire investigations and inspections shall be provided in accordance with the FPPA and policies of the Fire Department.
3. The NFPA standards and the Ministry of Municipal Affairs Standards shall be used as a reference guide for fire prevention training.

FIRE AND LIFE SAFETY EDUCATION

1. Distribution of fire and life safety information and public education programs shall be administered in accordance with the FPPA and policies of the Fire Department.
2. A residential home fire safety awareness program shall be ongoing.
3. Fire and life safety communiqués shall be distributed using media tools and other outlets as appropriate.

EMERGENCY DISPATCHING AND COMMUNICATIONS

1. The NFPA standard shall be used as a reference guide for emergency dispatching and communications.
2. The communications system will provide emergency call taking (as well as “after hour” call taking) and dispatching of emergency vehicles as appropriate. This service may be provided to other municipalities in the event of mutual aid assistance or by established agreements.
3. The Parry Sound A.C.S. shall be used as the main dispatch system as per the agreement with the back-up system being available for use by Parry Sound A.C.S. and those approved by the Fire Chief

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 -

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF AN AGREEMENT WITH THE LICENSEE OF THE LANDS – (WILLIAM GUY WATTS) KNOWN AS LAKESIDE TRAIL AND ARE LEGALLY DESCRIBED AS A PUBLIC HIGHWAY LAID OUT IN PLAN M508, IN THE MUNICIPALITY OF MAGNETAWAN

WHEREAS, the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M508;

AND WHEREAS, Council has passed Resolution #2020-150 and agreed to permit the Licensee to construct a “turning circle” subject to the requirement that the Licensee enter into an agreement with 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. 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 2nd day of September, 2020

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 -

WILLIAM GUY WATTS

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

WHEREAS the Licensee and the owners of other property in the area obtain access via an unopened and unassumed road known as Lakeside Trail (a public highway laid out in Plan M508);

AND WHEREAS the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M508;

AND WHEREAS the Municipality has agreed to permit the Licensee to construct a "turning circle" subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

1. LICENCE

For the purposes of this agreement the Licensed Area is as shown on the plans attached as Schedule A hereto (which Schedule A includes the Approved Plans).

The Municipality grants to the Licensee the non-exclusive right to enter upon Licensed Area for the purpose of undertaking improvements to and/or upon the Licensed Area for the purpose of creating a turning circle as shown on the plans attached as Schedule A hereto. Such License includes the temporary right to enter upon those portions of the Municipality's Lands abutting the Licensed Area during the conduct of construction and maintenance activities, however the improvements authorized hereunder shall only occur on the Licensed Area. Such improvements include excavation, alteration, installation of road base and related drainage works and the placement of aggregates.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

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

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.

DRAFT

3. TERM

This License Agreement shall be effective for a period of twelve (12) months from the date of execution by the Municipality and shall terminate as provided for in section 4. It is assumed that the "Camp" will comply with the order to remove all trailers and other sundry by September 11, 2020 to allow the twelve (12) month construction period to begin.

4. TERMINATION OF AGREEMENT

This Agreement shall terminate no later than twelve (12) months from the date of execution subject to the following. Termination may occur on an earlier date whereupon the following conditions are satisfied:

- (a) upon written confirmation from the Licensee's contractor that it has completed the proposed improvements in accordance with plans that were filed with the Municipality and that all equipment, machinery and unused construction materials have been removed from the Municipality's Lands; and
- (b) upon the Municipality's Public Works Superintendent confirming in writing that the contractor has left the Municipality's Lands (including the Licensed Area) in a condition that is neat and tidy.

5. CONDUCT OF WORK

In consideration of the permission and consent hereby given, the Licensee:

- (a) shall, at its own expense, construct the improvements upon the Licensed Area;
- (b) shall, at its own expense, obtain all required governmental approvals for the construction of the improvements;
- (c) shall, at its own expense, keep and maintain the Licensed Area improvements in a safe, condition during the currency of this License.

6. SURVEYS IF NECESSARY

The Licensee acknowledges that it is the Licensee's obligation to ensure that works authorized hereunder does not encroach upon abutting privately owned lands. The Licensee shall be responsible for obtaining the assistance (if necessary) of a professional surveyor for such purpose and the cost thereof.

7. MAINTENANCE DURING CONSTRUCTION

If the Licensee fails to maintain Licensed Area, during the term of this agreement, in safe condition, required by this Agreement, the Municipality may give written notice to the Licensee to rectify the situation. If the Licensee has not rectified the situation to the Municipality's satisfaction within 5 days of the date of the written notice, the Municipality may rectify the unsafe condition 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. In addition to any other remedy provided for in this agreement or at law, the

Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

8. INDEMNIFICATION

The Licensee shall at all times indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on the Municipality or its property in respect of any failure by the Licensee to fulfill any of its obligations under this agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Municipality) directly or indirectly arising out of, resulting from or sustained by reason of the authorization granted hereunder or the occupation of and/or construction of the improvements on the Municipality's Lands by the Licensee or its agents.

DRAFT

9. LIENS

The Licensee shall fully indemnify and save harmless the Municipality from and against all construction liens and related costs and other claims in connection with Licensed Area or the Municipality's Lands arising from or in relation to the conduct of any improvements by the Licensee or its agents.

10. INSURANCE

The Licensee shall lodge with the Municipality, on or prior to the execution of the Agreement, a copy of its contractor's insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Contractor, 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.

Such Comprehensive General Liability policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall:

- a. include a cross-liability clause;
- b. include product/completed operation coverage;
- c. shall not have an exclusion pertaining to blasting,
- d. include the Corporation of the Municipality of Magnetawan as an additional insured;
- e. include a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.

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.

11. NO INTEREST IN LAND

The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.

12. 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 THE MUNICIPALITY. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

13. DEPOSITS

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

DRAFT

14. 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 12% 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.

15. LICENCE NON-TRANSFERABLE

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

16. NOTICE

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

Remainder of Page Intentionally Blank

17. 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.

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 _____, 2020.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____

Per: _____

By the Licensee on the _____ day of _____, 2020.

William Guy Watts

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND WILLIAM GUY WATTS

SCHEDULE "A"

APPROVED PLANS

DRAFT

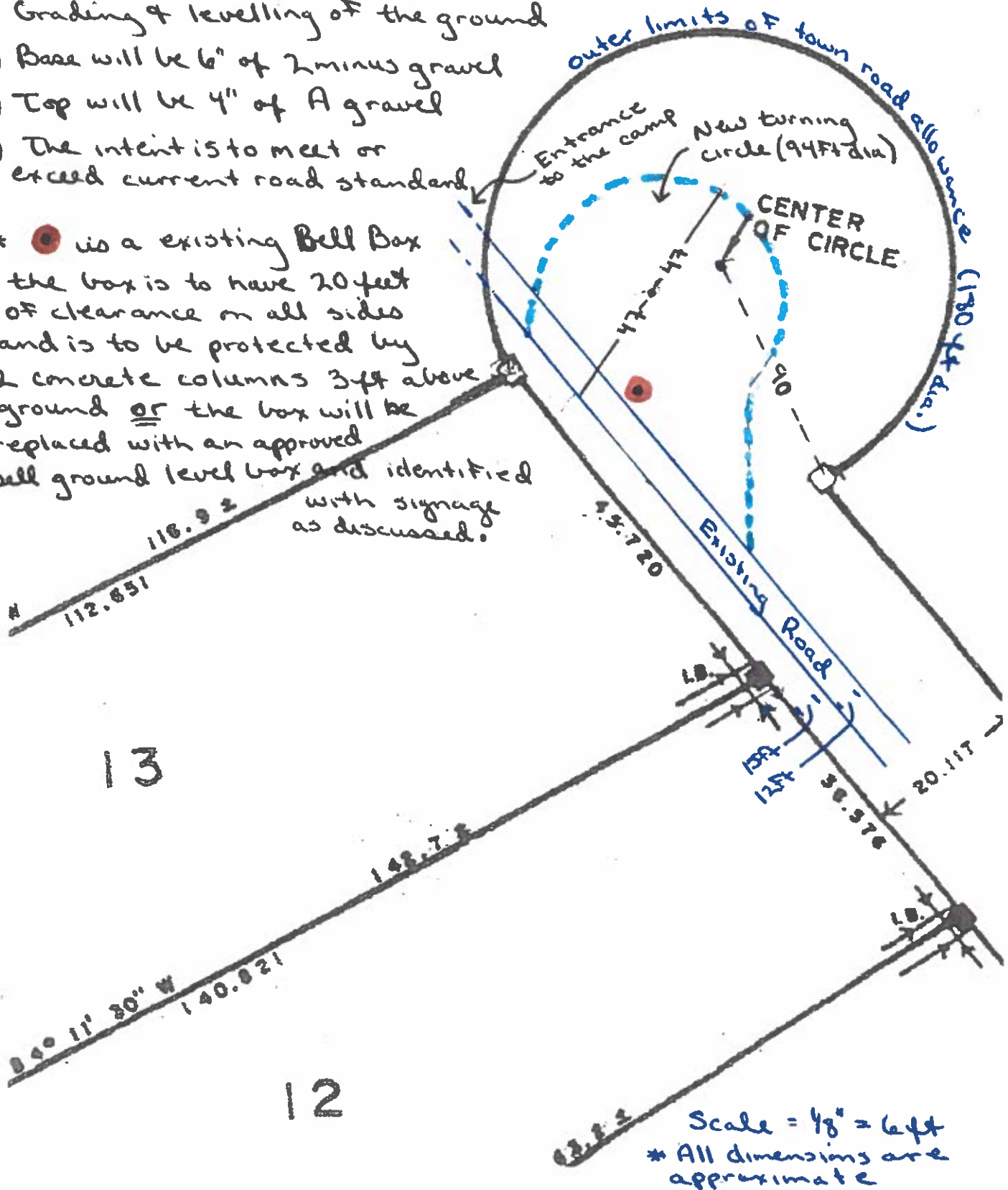
LAKE SIDE TRAIL - TURN AROUND CONSTRUCTION

Scope of Work

Aug 24, 2020

- 1) Removal of trees & stumps in the designated area
- 2) Grading & levelling of the ground
- 3) Base will be 6" of 2 minus gravel
- 4) Top will be 4" of A gravel
- 5) The intent is to meet or exceed current road standards.

* ● is a existing Bell Box
 the box is to have 20 feet of clearance on all sides and is to be protected by 2 concrete columns 3ft above ground or the box will be replaced with an approved Bell ground level box and identified with signage as discussed.



13

12

Scale = 1/8" = 6ft
 * All dimensions are approximate

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

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

For legal, planning and engineering expenses and disbursements in connection with this Agreement, a deposit of \$ NONE.

RESOLUTION NO. 2020 - 150 **JUNE 10, 2020**

Moved by: *Sam Hetherington*

Seconded by: *[Signature]*

WHEREAS, the Council of the Municipality of Magnetawan has received a legal opinion from Edward B. Veldboom, Russell, Christie regarding Gordon Point Road/Lakeside Trail Turning Circle;

AND WHEREAS, this road is considered an unopened road allowance;

AND WHEREAS, the road is privately maintained;

AND WHEREAS, the construction of a turnaround would not constitute the assumption of the road;

NOW THEREFORE BE IT RESOLVED that:

1. All trailers and other sundry that are on municipal property are to be removed by ~~August 31, 2020~~ Sept 11, 2020 *[Signature]*
2. The road and/or turnarounds may be constructed in accordance with and privately maintained as per the registered plans of subdivision M406 and M508.

Carried Defeated Deferred

[Signature]
Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

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



*Knowing our heritage
we will build our future.*

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 -

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF AN AGREEMENT
WITH THE LICENSEE OF THE LANDS – (DARYL CARY) KNOWN AS
TRANQUILITY TRAIL AND ARE LEGALLY DESCRIBED AS A PUBLIC HIGHWAY
LAID OUT IN PLAN M406, IN THE MUNICIPALITY OF MAGNETAWAN**

AND WHEREAS, the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M406;

AND WHEREAS, Council has passed Resolution #2020-150 and agreed to permit the Licensee to construct a “turning circle” subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

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

1. That the Municipality of Magnetawan enter into 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. 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 2nd day of September, 2020

**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 -

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

WHEREAS the Licensee and the owners of other property in the area obtain access via an unopened and unassumed road known as Tranquility Trail (a public highway laid out in Plan M406);

AND WHEREAS the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M406;

AND WHEREAS the Municipality has agreed to permit the Licensee to construct a "turning circle" subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

1. LICENCE

For the purposes of this agreement the Licensed Area is as shown on the plans attached as Schedule A hereto (which Schedule A includes the Approved Plans).

The Municipality grants to the Licensee the non-exclusive right to enter upon Licensed Area for the purpose of undertaking improvements to and/or upon the Licensed Area for the purpose of creating a turning circle as shown on the plans attached as Schedule A hereto. Such License includes the temporary right to enter upon those portions of the Municipality's Lands abutting the Licensed Area during the conduct of construction and maintenance activities, however the improvements authorized hereunder shall only occur on the Licensed Area. Such improvements include excavation, alteration, installation of road base and related drainage works and the placement of aggregates.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

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

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.

DRAFT

3. TERM

This Licence Agreement shall be effective upon the date of execution by the Municipality and shall terminate as provided for in section 4.

4. TERMINATION OF AGREEMENT

This Agreement shall terminate no later than twelve (12) from the date of execution of work subject to the following. Termination may occur on an earlier date whereupon the following conditions are satisfied:

- (a) upon written confirmation from the Licensee's contractor that it has completed the proposed improvements in accordance with plans that were filed with the Municipality and that all equipment, machinery and unused construction materials have been removed from the Municipality's Lands; and
- (b) upon the Municipality's Public Works Superintendent confirming in writing that the contractor has left the Municipality's Lands (including the Licensed Area) in a condition that is neat and tidy.

5. CONDUCT OF WORK

In consideration of the permission and consent hereby given, the Licensee:

- (a) shall, at its own expense, construct the improvements upon the Licensed Area;
- (b) shall, at its own expense, obtain all required governmental approvals for the construction of the improvements;
- (c) shall, at its own expense, keep and maintain the Licensed Area improvements in a safe, condition during the currency of this License.

6. SURVEYS IF NECESSARY

The Licensee acknowledges that it is the Licensee's obligation to ensure that works authorized hereunder does not encroach upon abutting privately owned lands. The Licensee shall be responsible for obtaining the assistance (if necessary) of a professional surveyor for such purpose and the cost thereof.

7. MAINTENANCE DURING CONSTRUCTION

If the Licensee fails to maintain Licensed Area, during the term of this agreement, in safe condition, required by this Agreement, the Municipality may give written notice to the Licensee to rectify the situation. If the Licensee has not rectified the situation to the Municipality's satisfaction within 5 days of the date of the written notice, the Municipality may rectify the unsafe condition 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. In addition to any other remedy provided for in this agreement or at law, the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

8. INDEMNIFICATION

The Licensee shall at all times indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on the Municipality or its property in respect of any failure by the Licensee to fulfill any of its obligations under this agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Municipality) directly or indirectly arising out of, resulting from or sustained by reason of the authorization granted hereunder or the occupation of and/or construction of the improvements on the Municipality's Lands by the Licensee or its agents.

DRAFT

9. LIENS

The Licensee shall fully indemnify and save harmless the Municipality from and against all construction liens and related costs and other claims in connection with Licensed Area or the Municipality's Lands arising from or in relation to the conduct of any improvements by the Licensee or its agents.

10. INSURANCE

The Licensee shall lodge with the Municipality, on or prior to the execution of the Agreement, a copy of its contractor's insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Contractor, 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.

Such Comprehensive General Liability policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall:

- a. include a cross-liability clause;
- b. include product/completed operation coverage;
- c. shall not have an exclusion pertaining to blasting,
- d. include the Corporation of the Municipality of Magnetawan as an additional insured;
- e. include a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.

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.

11. NO INTEREST IN LAND

The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.

12. 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 THE MUNICIPALITY. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

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

DRAFT

14. 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 12% 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.

15. LICENCE NON-TRANSFERABLE

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

16. NOTICE

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

Remainder of Page Intentionally Blank

17. 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.

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 _____, 2020.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____

Per: _____

By the Licensee on the _____ day of _____, 2020.

Daryl Cary

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

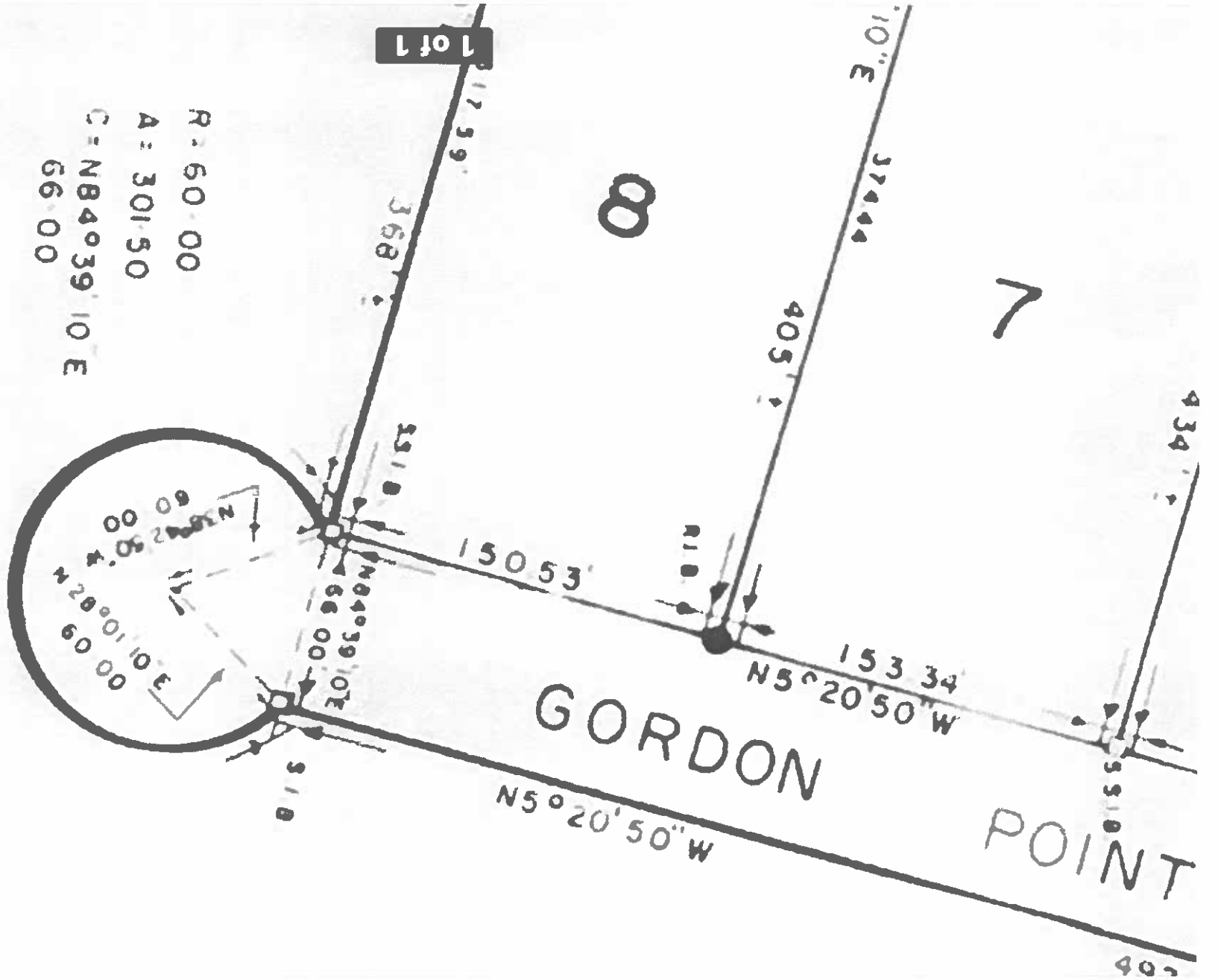
SCHEDULE "A"

APPROVED PLANS

DRAFT

CONVESSION

47

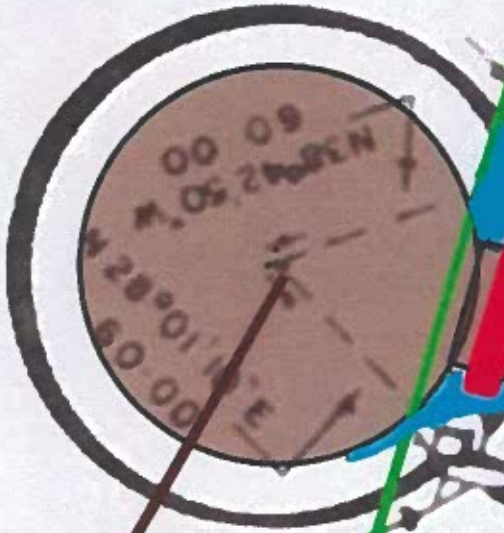


R = 60.00
 A = 301.50
 C = N84°39'10"E
 66.00

Rev # 1 - TRANQUILITY TRAIN TURNAROUND Plan M406

- To complete installation of road extension (to like sizing and standard of existing road) and turning circle sized @45" radius to allow turning of 3 axles fire apparatus and additional emergency responders and lager trucks / snowplows, to like standards of existing road materials
- Areas as detailed with be excavated to a depth to allow removal of organics to base
- Road base to be built with pit run
- Road to be capped with 7/8' granular A – crowned as required
- Ditching and culverts to be installed as noted to reflect natural existing drainage
- Work to be completed by First Choice Landscaping – certificate of insurance included
- Scheduled start date week of Sept 14th 2020

R = 60.00
A = 301.50
C = N84°39'10"E
66.00



Turning Circle 45' radiu

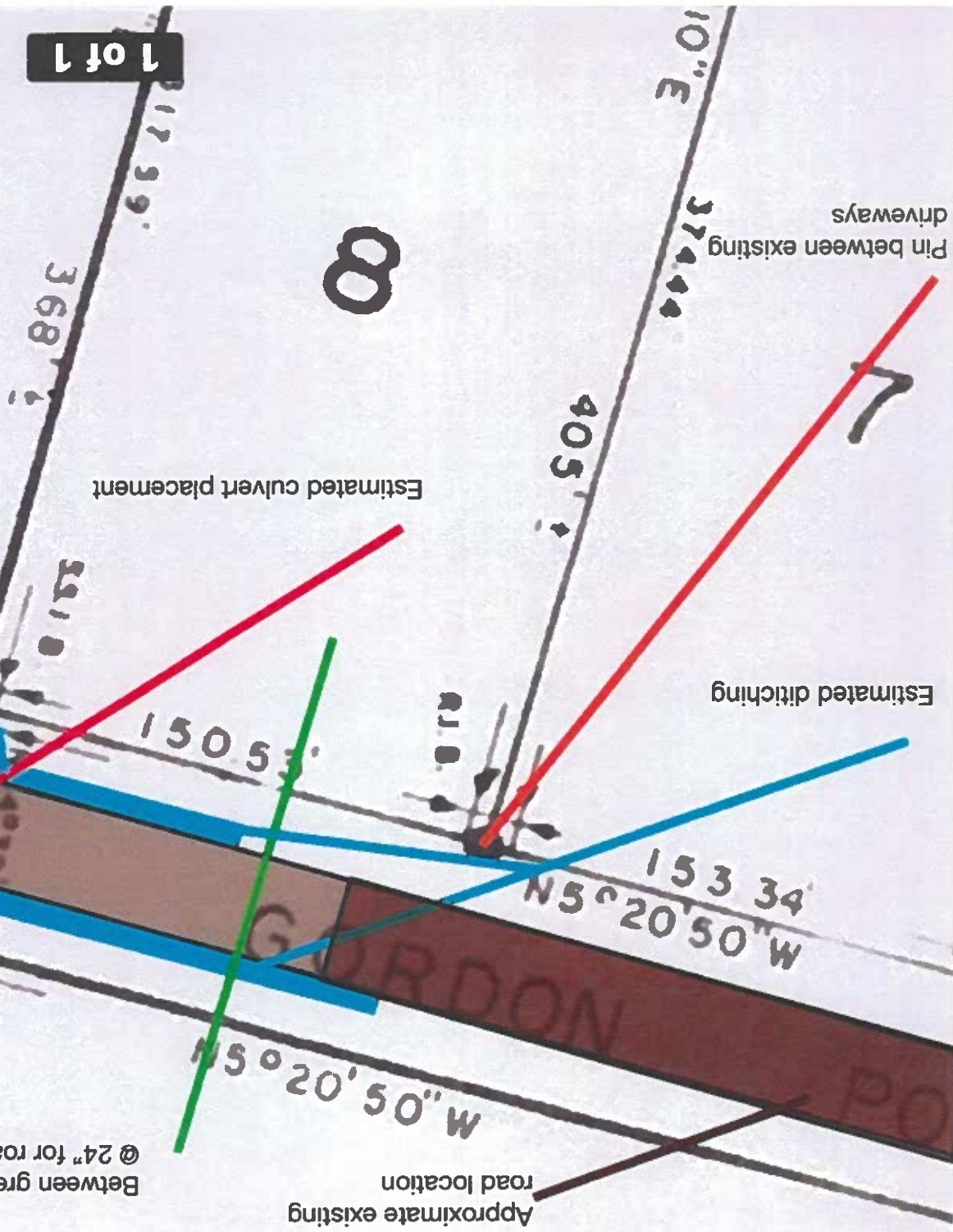
Between green - excavated @ 24" for road base

Approximate existing road location

Estimated culvert placement

Estimated ditching

Pin between existing driveways



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

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

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

RESOLUTION NO. 2020 - 150 **JUNE 10, 2020**

Moved by: *John Hetherington*

Seconded by: *[Signature]*

WHEREAS, the Council of the Municipality of Magnetawan has received a legal opinion from Edward B. Veldboom, Russell, Christie regarding Gordon Point Road/Lakeside Trail Turning Circle;

AND WHEREAS, this road is considered an unopened road allowance;

AND WHEREAS, the road is privately maintained;

AND WHEREAS, the construction of a turnaround would not constitute the assumption of the road;

NOW THEREFORE BE IT RESOLVED that:

1. All trailers and other sundry that are on municipal property are to be removed by ~~August 31, 2020~~ ^{Sept 11, 2020} *[Signature]*
2. The road and/or turnarounds may be constructed in accordance with and privately maintained as per the registered plans of subdivision M406 and M508.

Carried Defeated Deferred

[Signature]
Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

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



*Knowing our heritage
we will build our future.*

THE MUNICIPALITY OF MAGNETAWAN

PLANNING REPORT

TO: Kerstin Vroom, CAO/Clerk,
Municipality of Magnetawan

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

DATE: September 2, 2020

SUBJECT: Certificate of Validation – Van Wagner
14 Forest Wood Lane, Magnetawan

Recommendations

1. That Council receive this Report;
2. That Council recommend to the Central Almaguin Planning Board that the application for Certification of Validation by John Jackson Planner Inc. requesting a validation of Title Certificate be granted;

Proposal / Background

An application for a Certificate of Validation has been submitted by John Jackson (John Jackson Planner Inc.) on behalf of the property Owner of 14 Forest Wood Lane, Robert Pierog and Debra Pierog.

The validation certificate for the sale of 14 Forest Wood Lane would validate that conveyance of the subject property.

The subject property is legally described as Reg Comp Plan 326 Lot 19. The location of the subject property is shown in Figure 1.

Figure 1: Subject Lands



The subject property has a lot area of 0.25 hectares (0.62 Acres) with approximately 30 metres of frontage onto Whalley Lake.

The subject property is currently developed with a single detached dwelling, boathouse and docking facilities.

The subject property is designated Shoreline in the Municipality's Official Plan. The subject property is zoned as and Shoreline Residential in the Municipality's Zoning By-law.

Policy Analysis

Planning Act

The *Planning Act* is the overarching policy framework and associated regulations to guide land use and planning policy in the Province of Ontario.

Section 57 of the Planning Act governs validations and allows a council authorized to grant consents the ability to issue what is known as a "certificate of validation". Section 51 states,

(1) A council authorized to give a consent under section 53, other than a council authorized to give a consent pursuant to an order under section 4, may issue a certificate of validation in respect of land described in the certificate, providing that the contravention of section 50 or a predecessor of it or of a by-law passed under a

predecessor of section 50 or of an order made under clause 27 (1) (b), as it read on the 25th day of June, 1970, of The Planning Act, being chapter 296 of the Revised Statutes of Ontario, 1960, or a predecessor of it does not have and shall be deemed never to have had the effect of preventing the conveyance of or creation of any interest in such land. 1993, c. 26, s. 63; 1996, c. 4, s. 30 (1).

(4) No order shall be made by the Minister under subsection (3) in respect of land situate in a local municipality unless the council of the local municipality in which the land is situate has by by-law requested the Minister to make such order, and the council has the power to pass that by-law. 1993, c. 26, s. 63; 2009, c. 33, Sched. 21, s. 10 (15).

(5) A council may, as a condition to the passage of a by-law under subsection (4), impose such conditions in respect of any land described in the by-law as it considers appropriate. 1993, c. 26, s. 63.

The validation certificate is to include both the effect of the validation and a precise legal description of the land subject to the offending conveyance. The effect of the proposed validation certificate is to create a new parcel for Planning Act purposes. In addition the proposed validation will create a valid document that relates to the existing lot of record.

Based on our review of the request, the proposed validation of title is in conformity with the Planning Act.

Provincial Policy Statement

The Provincial Policy Statement (PPS) is a document that provides policy direction on matters of provincial interest concerning land use planning. The province of 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 appropriate development while also protecting resources of provincial interest, public health and safety, and the quality of the natural and build environment. When making land use planning decisions, Planning Authorities must ensure that decisions are consistent with the PPS.

The subject lands are classified as Rural Lands by the PPS. The PPS, specifically Section 1.1.5.2, recognizes resource-based recreational development, including recreational dwellings, as a permitted use on Rural Lands.

Based on our review of the PPS, the existing residential use on the subject property is consistent with the PPS.

Municipality of Magnetawan Official Plan

Schedule A (Land Use Map) to the Official Plan identifies the subject lands as being designated Shoreline. The existing residential use is in conformity with the Municipality's Official Plan.

Municipality of Magnetawan Zoning By-law

The subject lands are zoned Shoreline Residential (RS) in the Municipality's comprehensive Zoning By-law.

The existing residential use conforms with the Zoning By-law as per the requirements of Section 57 of the Planning Act.

Summary

Based on a review of the Application the proposed Validation of Title application is in conformity with the Planning Act, consistent with the Provincial Policy Statement, conform to the policies of the Municipality of Magnetawan Official Plan and comply to the provisions of the Municipality's Zoning By-law.

It is our opinion that the typical consent conditions are not applicable since there is no new lot being created and there is no requirement for a reference plan. The purpose and effect of the Validation of Title will correct the title of the subject property that already exists.

Respectively submitted,



Jonathan Pauk HBASc., MSc.
Planning Consultant
MHBC Planning



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



MUNICIPALITY OF
MAGNETAWAN

AUG 18 2020

RECEIVED

REPORT TO Central Almaguin Planning Board,

SUBJECT: **CERTIFICATE OF VALIDATION**
Whites sale to Van Wagner
14 Forestwood Lane – Municipality of Magnetawan

July 24, 2020

Background

Prior to 1970, lands could be transferred from one person to another without any Planning Act approval. This was a period when many lots were created and to protect against, the new rules, lots were put in different names (commonly referred to as “checker – boarding”)

Today, the only way to transfer land while holding adjoining land is to obtain a “consent: from the local approval authority (The Planning Board). Over the years, there were a number of “breaches” of the Planning Act rules that often get discovered but lawyers who research titles of lands being brought and sold.

To remedy such “breaches” one could file for a consent and go through the normal severance procedure. There is an alternative for correcting a “breach” that is often preferred called a “Certificate of Validation” A planning board is able to issue such a certificate on the basis that the mistake was simply the result of sloppy registration or an inadvertent merging.

A Certificate of Validation needs no circulation and no special conditions. A By-law is required by the local council and a resolution of the planning board.

The Subject Lands

The subject lands are located at 14 Forestwood lane on Whalley Lake.

There were a number of lots at this location created in 1969 and placed in separate ownerships prior to the new rules for consents.

Lots 19 and 20 of RCP 326 were acquired by the Whites at different times and consequently merged. When the Whites attempted to sell lot 20 (14 Forestwood Lane) the inadvertent merger was discovered.

To remedy this breach, a certificate of validation would be required.

Process

Section 57 of the Planning Act provides:

" 57 (1) A planning board authorized to give a consent under section 53, may issue a certificate of validation in respect of land described in the certificate, providing that the contravention of section 50 does not have and shall be deemed never to have had the effect of preventing the conveyance of or creation of any interest in such land."

Under Section 57(4):

"57 (4) The council of the local municipality in which the land is situate must, by by-law request the Planning board to make such an Order..."

Under Section 57(5):

"57 (5) A council may, as a condition to the passage of a by-law under subsection (4), impose such conditions in respect of any land described in the by-law as it considers appropriate."

There would appear to be no conditions that are appropriate.

Official Plan

Although the lots in the area are undersized, there are no other policy issues.

Zoning By-law

There are no zoning by-law issues if the certificate is endorsed.

Request

That the Central Almaguin Planning Board issue the requested Validation in respect of the subject land subject to the applicant covering any expenses of the planning board or council for preparing the Order and supporting documents.

Respectfully,



John Jackson, R.P.P., M.C.I.P.

JJ:tg

Kerstin Vroom

From: Central Almaguin Planning Board <centralalmaguinplan@hotmail.com>
Sent: August 12, 2020 11:04 AM
To: john jackson
Cc: Kerstin Vroom; ;
Subject: Re: Certificate of Validation

Good morning, John;

I am in receipt of your planning report supporting the issuance of a Validation Certificate and back up documents. The Planning Board will require an application for a Validation Certificate as well as an application fee of \$500 before the process can proceed. I will also need to receive documentation from Magnetawan to confirm the conformity of the Official Plan, Zoning By-law and any other municipal by-laws pertaining specifically to this property before a Validation Certificate may be issued.

While it is understood that the validation certificate is not creating a new lot but is correcting a planning error and therefore does not require notification being sent to neighbouring property landowners. The Board, in issuing a validation certificate, shall have regard to the same criteria as when considering a consent application (found in subsection 51 (24) of the Act). Additionally, O. Reg 144/95 requires the validation certification to conform to (but not comply with) any applicable official plan, zoning by-law or ministerial zoning order. These criteria should be accessed in light of the application circumstances.

Therefore, you will need to discuss the zoning, official plan matters with the Village of Magnetawan and its planner prior to submitting an application for a Validation Certificate to the Central Almaguin Planning Board. I am not sure if this has been done at this time. The submission will also require confirmation of conformity with Magnetawan's zoning, OP, etc. as well as the \$500 application fee. The Planning Board does not make decisions without hearing from the municipality where the property is located.

While it is also understood that these issues are usually revealed during the last stages of a real estate transaction the Board meets once each month: July 15th was the last meeting and August 19th will be the next meeting. Therefore, even if we had received municipal support, the application submission and the application fee the Board would not have reviewed the file until next Wednesday (August 19th). Kindly use the Consent Application found on the Magnetawan website and provide as much information as possible to assist the Board with its decision. The Clerk Administrator for Magnetawan, Kerstin Vroom, will be able to assist you with the first part of this process if you have not already made contact with her. The Board will meet again on the 3rd Wednesday of September (16th) at 5:30 pm.

I hope this will be helpful as you move forward with this application. This office is only open Wednesday between the hours of 9:00 and 2:00.

With kindest regards,

Susan L. Arnold
Secretary Treasurer

From: john jackson <jjplan@cogeco.net>

Sent: July 24, 2020 4:33 PM

To: Nicole Fraser <DeputyClerk@magnetawan.com>; Central Almaguin Planning Board <centralalmaguinplan@hotmail.com>

Subject: Certificate of Validation

Folks,

There is a property on Whalley Lake that during the course of a sale determined that there was a Planning Act Violation. Please see report attached

Please call if there are any questions.

Kindest Regards,

John Jackson

John Jackson

John Jackson Planner Inc.

70 Isabella Street, Unit#110

Parry Sound, ON

P2A 1M6

Phone: 705-746-5667

FAX: 705-746-1439

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THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 -

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF AN AGREEMENT WITH THE LICENSEE OF THE LANDS – (HENRY WIENS) KNOWN AS MINKLERS LANE AND ARE LEGALLY DESCRIBED AS CON 1 PT LOT 9 RP 42R10938 PART 1 PCL 23503 SS PCL 2353 SS, IN THE MUNICIPALITY OF MAGNETAWAN

AND WHEREAS, the Licensee has sought permission to obtain access via an unopened and unassumed road known as Minklers Lane to provide access to Minklers Lane from lands at CON 1 PT Lot 9 RP 42R10938 PART 1 PCL 23503 SS PCL 2353 SS;

AND WHEREAS, Council has passed Resolution #2020-196 and agreed to permit the Licensee to upgrade Minklers Lane to provide access to the Crown Land North-East of the property subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

AND WHEREAS, the previous agreement signed with By-law 2018-13 has been rescinded due to non-compliance.

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. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.
4. That By-law 2018-13 is hereby repealed in its entirety

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 2nd day of September, 2020

**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 -

HENRY WIENS AND ANNA LISA WIENS
(hereinafter jointly called the "Licensee")
OF THE SECOND PART

WHEREAS the Licensee is the owner of land on Horn Lake and which is all border by Crown Lands which are legally described in Schedule A, Paragraph 1 (the Licensee's Lands);

AND WHEREAS the owner has sought permission from the Municipality to establish a driveway on the unopened road allowance between Lots 10 and 11, Concessions 1 and 2 in the geographic Township of Chapman (the Municipality's Lands);

AND WHEREAS the owner of land has sought permission from the Province of Ontario to construct a driveway on Crown Lands to connect the proposed land driveway located on the Municipality's Lands to the Licensee's Lands;

AND WHEREAS the Municipality has agreed to permit the Licensee to construct such a driveway subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

1. LICENCE

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

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

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

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

- (a) Term - This License Agreement shall be effective upon the date of execution by the Municipality and shall continue from year to year subject to the termination provisions hereinafter set forth.
- (b) Annual Fee - The Licensee shall pay the applicable fee (as established by the Municipality's then applicant Fees and Charges By-law) prior to the execution of this agreement and each year thereafter on or before February 1st. Should such amount remain unpaid on the 2nd of February in each calendar year, the Municipality may add the amount owing to the Tax Roll of the Licensee's Lands. (Note: There shall be no pro-rating of applicable fee.)
- (c) Municipal Taxes/Permits - It is a condition of this license agreement that:
 - (1) 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 1st of November of that tax year and if such property taxes are not in good standing the Licensee is deemed to be in default of this Agreement; and
 - (2) the Licensee has a valid and continuing authorization (Land Use Permit, Work Permit) related to the construction of the driveway upon Crown Lands that is intended to connect the Licensee's Lands to the Licensed Area.

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 driveway and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. CONDUCT OF WORK

- (a) In consideration of the permission and consent hereby given, the Licensee:
 - (1) shall, at its own expense, construct and maintain the driveway within the Licensed Area;
 - (2) shall not pave or otherwise hard surface the driveway;

- (3) shall, at its own expense, obtain all required governmental approvals for the construction of the driveway;
 - (4) shall, at its own expense, keep and maintain the driveway in a safe, good and proper repair and condition; and
 - (5) shall, upon termination of this Agreement, forthwith remove the driveway and repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- (b) The Licensee acknowledges that it is the Licensee's obligation to ensure that works authorized hereunder does not encroach upon abutting privately owned lands. The Licensee shall be responsible for obtaining the assistance (if necessary) of a professional surveyor for such purpose and the cost thereof.
 - (c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain in the Licensed Area in a safe condition, or to repair or remove the driveway as required by this Agreement, the Municipality may alter, repair or remove the same at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

6. NO INTEREST IN LAND AND NON-EXCLUSIVE LICENSE

- (a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights. The Licensee further acknowledges that a portion of the Licensed Area (being a portion located between Lots 10 and 11 in Concession 1) is subject to a License Agreement entered into between the Municipality and the owner of PIN 52079-0149.
- (b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with the public travel along the unopened road allowance.
- (c) The Licensee acknowledges 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 Licensee, 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.

7. ERECTION OF WARNING SIGNS

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

"THIS UNOPENED ROAD ALLOWANCE HAS NOT BEEN ASSUMED FOR PUBLIC USE BY THE MUNICIPALITY. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

8. INSURANCE CERTIFICATE AND POLICY

- (a) Policy of Insurance - The Licensee shall lodge with the Town, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Town, and insuring for the joint benefit of the Licensees and the Town against any liability that may arise as a result of any use or occupation of the land and/or in relation to or as a consequence of the exercise of the authorization granted hereunder.
- (b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Town, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall contain:
 - (1) a cross-liability clause;
 - (2) product/completed operation coverage;
 - (3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Town has received to its satisfaction, a Statutory Declaration from the Licensees that no blasting will occur on the lands subject to this agreement;
 - (4) shall include the Corporation of the Municipality of Magnetawan as an additional insured;
 - (5) Notice of Cancellation - a provision that the insurance company agrees to notify the Town 15 days in advance of any material change or cancellation of the said insurance policy.
- (c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified in paragraphs (i) – (v) above is in effect.
- (d) Confirmation of Premium Payment - The Licensees shall, from time to time as required by the Town, 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 Licensees shall file a copy of the policy with the Town.
- (e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensees from responsibility for other or larger claims, if any, and for which it may be held responsible.

9. DEPOSITS

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

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 12% 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 license 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 shown on the last transfer registered against the Licensee's Lands and such notice shall be deemed to have been given and received on the fifth day after mailing.

Remainder of Page Intentionally Blank

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.

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 _____, 2020.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____

Per: _____

By the Licensee on the _____ day of _____, 2020.

Anna Lisa Wiens

Henry Wiens

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND HENRY WIENS/ANNA LISA WIENS

SCHEDULE "A"

1. LICENSEE'S LANDS

Part of Lot 9, Concession 1, Chapman being Part 1, 42R10938 (PIN 52079-0044)

2. MUNICIPALITY'S LANDS

Road Allowance between Lots 10 and 11, Concessions 1 and 2, Chapman (PIN 52079-0472).

Draft

THIS IS SCHEDULE B TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND HENRY WIENS/ANNA LISA WIENS

SCHEDULE B – LICENSED AREA

The Licensed Area is that portion of the unopened portion of the road allowance between Lots 10 and 11, Concession 1 and 2, Chapman commencing at the end of the seasonally maintain road known as "Minkler's Lane" and which is shown as a heavy black line on the map below.



THIS IS SCHEDULE C TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND HENRY WIENS/ANNA LISA WIENS

SCHEDULE "C"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

For legal, planning and engineering expenses and disbursements in connection with this Agreement, a deposit of \$ 1,000.00

RESOLUTION NO. 2020 - 196 **AUGUST 12, 2020**

Moved by: John Hetherington
Seconded by: Brad Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan thanks Henry Wiens for his deputation and is in favour of entering into an Agreement to upgrade Minklers Lane to provide access to the Crown Land North-East of his property;

AND FURTHER THAT, the Council of the Municipality of Magnetawan supports Mr. Wein's application to the Ministry of Natural Resources and Forestry to ^{access bk} ~~purchase~~ Crown Lands to the North and North-West of his lands to enable access to Minklers Lane from the lands at CON 1 PT LOT 9 RP 42R10938 PART 1 PCL 23503 SS PCL 23503 SS.

Carried Defeated Deferred

Sam Dunnett
Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

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



*Knowing our heritage
we will build our future.*

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2020-3359

August 12, 2020

Mayor Sam Dunnett
Municipality of Magnetawan
4304 Highway 520 PO Box 70
Magnetawan ON P0A 1P0

Dear Mayor Dunnett:

On July 27, 2020, as part of the federal-provincial Safe Restart Agreement, the Ontario government announced that it had secured up to \$4 billion in emergency assistance to provide Ontario's 444 municipalities with the support they need to respond to COVID-19. I am writing to you today to provide further details on this funding investment.

Municipalities play a key role in delivering critical services that Ontarians rely on and are at the frontlines of a safe reopening of the economy. This investment will provide support to municipalities and public transit operators to help them address financial pressures related to COVID-19, maintain critical services and protect vulnerable people as the province safely and gradually opens. It includes:

- Up to \$2 billion to support municipal operating pressures, and
- Up to \$2 billion to support municipal transit systems.

The Honourable Caroline Mulroney, Minister of Transportation, will provide more information on the transit stream of this funding.

I would also like to acknowledge the Federal government in their role in this historic agreement. As Premier Ford has indicated, "by working together, we have united the country in the face of the immense challenges brought on by COVID-19 and secured a historic deal with the federal government to ensure a strong recovery for Ontario and for Canada".

Under the municipal operating stream, \$1.39 billion will be available to Ontario's municipalities to address operating pressures and local needs. This funding will be allocated in two phases: 50% allocated in Phase 1 for all municipalities, and 50% allocated in Phase 2 for municipalities that require additional funding.

The Safe Restart Agreement also includes a second phase of Social Services Relief Funding (SSRF) totalling \$362 million. This is in addition to significant investments made earlier to the SSRF and in support of public health. Details will be outlined in a letter to Service Managers in the coming days.

Municipal Operating Funding Phase 1: Immediate Funding for Municipal Pressures

Phase 1 of this funding will be allocated on a per household basis and I am pleased to share that the **Municipality of Magnetawan will receive a payment of \$250,100** to support your COVID-19 operating costs and pressures.

Please note that your municipality is accountable for using this funding for the purpose of addressing your priority COVID-19 operating costs and pressures. If the amount of the funding exceeds your municipality's 2020 COVID-19 operating costs and pressures, the province's expectation is that your municipality will place the excess funding into reserves to be accessed to support COVID-19 operating costs and pressures that you may continue to incur in 2021. Your municipality will be expected to report back to the province in March 2021 with details on your 2020 COVID-19 operating costs and pressures, your overall 2020 financial position, and the use of the provincial funds in a template to be provided by the ministry. More details on this reporting will be shared in the coming weeks.

In the meantime, I am requesting that your municipal treasurer sign the acknowledgement below and return the signed copy to the ministry by email by September 11, 2020 to Municipal.Programs@ontario.ca. Please note that we must receive this acknowledgement before making a payment to your municipality. We intend to make payments to municipalities in September, subject to finalizing details.

Phase 2: Funding for Additional Municipal Pressures

I anticipate that the funding our government is providing through Phase 1 of the municipal operating stream will be sufficient to address COVID-19 costs and pressures for most municipalities. However, we recognize that some municipalities have experienced greater financial impacts arising from COVID-19 than others. As a result, we are offering a second phase of funding to those municipalities that can demonstrate that 2020 COVID-19 operating costs and pressures exceed their Phase 1 per household allocation.

To be considered for this Phase 2 funding, municipalities will be required to submit reports outlining their COVID-19 operating costs and pressures in a template to be provided by the ministry. **These reports will be due by October 30, 2020.** Municipalities that require additional time to submit their report are asked to reach out to their Municipal Services Office contact by October 30, 2020 to request an extension to November 6, 2020. **Please note that the ministry is unable to consider municipal requests for Phase 2 funding if the municipality has not submitted its report by November 6, 2020.**

A template for this municipal report and request for consideration for Phase 2 funding will be provided shortly and will require:

1. Information about measures the municipality has undertaken to reduce financial pressures (e.g. use of reserves, cost saving measures);
2. Explanation of how the municipality applied or plans to spend Phase 1 funding towards COVID-19 operating costs and pressures;
3. A year-end forecast of COVID-19 operating costs and pressures;
4. Actual COVID-related impacts as of the end of Q3 of the municipal fiscal year (September 30, 2020);
5. Treasurer's statement as to accuracy of reporting;
6. Resolution of Council seeking additional funding.

Municipalities who are eligible and approved to receive funding under Phase 2 will be informed before the end of the calendar year and can expect to receive a payment in early 2021.

Our government will continue to be a champion for communities as we chart a path to a strong economic recovery. We thank all 444 Ontario municipal heads of council for their support through our negotiations with the federal government. Working together, we will ensure Ontario gets back on track.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

c. Municipal Treasurer and Municipal CAO

By signing below, I acknowledge that the per household allocation of \$250,100 is provided to the Municipality of Magnetawan for the purpose of assisting with COVID-19 costs and pressures and that the province expects any funds not required for this purpose in 2020 will be put into reserves to support potential COVID-19 costs and pressures in 2021. I further acknowledge that the Municipality of Magnetawan is expected to report back to the province on 2020 COVID-19 costs and pressures and the use of this funding.

Name:

Title:

Signature:

Date:



Re: Anti-racism resolution

Please be advised the council of the Municipality of West Grey at its regular meeting held on July 7, 2020 passed the following resolution:

Whereas West Grey council condemns the unjust treatment, oppression, and racism against those who identify as black, indigenous, and people of colour; and

Whereas council acknowledges that systemic racism exists and persists in every community and institution in Canada, including West Grey, creating social and economic disparities from education, to healthcare, to housing, to employment, and justice; and

Whereas council supports the Bruce Grey Poverty Task Force belief that everyone deserves to live free of systematic oppression or racialized violence; and

Whereas the report by the Truth and Reconciliation Commission of Canada contains 'Calls to Action' several of which are actionable by local governments including Call 57: "We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism"; and

Whereas council is committed to anti-racism as demonstrated in the foundation of our 2020 Vision Plan whereby we set goals to listen to our community, value diverse voices, and build partnerships;



Therefore be it resolved that the Municipality of West Grey will actively work towards anti-racism and anti-oppression at every opportunity beginning with annual training for council, committee members, and employees for anti-racism, anti-oppression, diversity and inclusion, and the history of Aboriginal peoples; and

Further that this resolution be circulated to media, lower tier municipalities in Grey and Bruce; Grey County; Bruce County; West Grey Public Library, West Grey Police Service, Grey Bruce Public Health Unit; Bluewater District School Board; and Bruce Grey Catholic District School Board.

A handwritten signature in black ink that reads "L Glazier". The signature is written in a cursive, flowing style.

Lindsey Glazier
Administrative Assistant, Clerk's Office

Copy:
Ontario Municipalities
West Grey Public Library
West Grey Police Service
Grey Bruce Public Health Unit
Bluewater District School Board
Bruce Grey Catholic District School Board

**Ministry of
Municipal Affairs**

Ministry of Housing

Municipal Services Office
North (Sudbury)
159 Cedar Street, Suite 401
Sudbury ON P3E 6A5
Telephone: 705 564-0120
Toll-Free: 1 800 461-1193
Facsimile: 705 564-6863

**Ministère des
Affaires municipales**

Ministère du Logement

Bureau des services aux municipalités
du Nord (Sudbury)
159, rue Cedar, bureau 401
Sudbury ON P3E 6A5
Téléphone : 705 564-0120
Sans frais : 1 800 461-1193
Télécopieur : 705 564-6863



July 22, 2020

Dear CAO and Clerk

I am writing to inform you of recent changes to the *Municipal Act, 2001* to provide municipalities with new permissive authority.

The Government has made changes to expand the authority for municipalities to amend their procedure by-law to provide that electronic participation in open and closed municipal meetings may count towards quorum beyond times when an emergency declaration is in place. Extending the ability for municipalities to hold electronic meetings responds to feedback we have heard from municipalities that the ability to participate electronically in municipal meetings during the past months has been beneficial to continue the important work that municipalities do and has led to increased engagement with members of the public.

In addition, the Government has also passed changes to the legislation to give municipalities the authority to amend their procedure by-law to allow members of council who are unable to attend a meeting to appoint a proxyholder to act on their behalf, subject to certain limitations.

For more information on these amendments, please see the attached information sheets.

Both initiatives are optional, and it is up to your municipality to decide whether to provide for electronic participation in meetings and/or proxy appointments and what arrangements are suitable for your municipality.

Kind Regards

A handwritten signature in black ink that reads "K Horgan".

Kathy Horgan
Manager, Local Government and Housing

**Parry Sound-Muskoka telco Lakeland Energy
poised to launch up to 11 shovel-ready broadband builds**

Date: August 10, 2020

For Immediate Release

**Parry Sound-Muskoka telco Lakeland Energy poised to launch up to 11 shovel-ready
broadband builds**

Huntsville, Ontario: After ramping up to meet heightened broadband demand during the pandemic, Lakeland Energy is pleased to learn that new federal and provincial funding programs will be taking a tailored approach to support network infrastructure that best meets local connectivity needs. With government funding assistance, Lakeland is poised to begin rolling out as many as 11 separate projects to bring broadband to where it is most needed.

The 11 projects are part of a plan Lakeland has developed to increase Internet coverage, at speeds of 50/10 Mbps and beyond, to another 21,000 homes and businesses, reaching almost 100,000 local residents. The areas are located between Gravenhurst, throughout most of Muskoka, west to Parry Sound, east to Dwight and north to South River. "With our 500 kilometers of fibre optics, access to more than 100 towers, and local ownership and expertise, Lakeland is uniquely positioned to help deliver more broadband where it is most needed," advised Chris Litschko, CEO.

The projects would build on Lakeland Energy's existing network infrastructure, engineering, and customer service expertise, including fibre optics and wireless operating divisions. "We have successfully worked with Lakeland in rolling out high speed broadband throughout our territory. They have the resources to construct this critical infrastructure elsewhere as well," Craig Brown, Chief Executive Director for Wasauksing First Nation.

"Our unique mapping, fibre, and wireless expertise has allowed us to create a plan that is shovel-ready and can begin immediately," added Dave Keith, Director of Business Development & Operations. "We look forward to working with local partners to ramp up quickly."

**Parry Sound-Muskoka telco Lakeland Energy
poised to launch up to 11 shovel-ready broadband builds**

COVID-19 has highlighted the importance of tackling broadband in a region challenged with thick forest, lakes, and rugged terrain making good broadband inaccessible for many without government funding support. Lakeland Energy's plan is part of its effort to fill in remaining underserved areas in the region over the next 5-7 years in ways that support new options for small business, allow for more robust school and work-from-home options, and enhance access for those who make Parry Sound-Muskoka their homes, or wish to.

About Lakeland Energy

Servicing 6,000 broadband customers, Lakeland Energy is a subsidiary of Lakeland Holding wholly owned by the municipalities of: Bracebridge, Huntsville, Parry Sound, Burks Falls, Sundridge and Magnetawan. Fibre optic division *Lakeland Networks* was the first in Ontario to offer 1 gigabit internet speeds and currently offers one of the fastest speeds in North America. The company now offers triple play (TV, Internet, Phone) services across its network. Wireless division *Interactive North* utilizes 77 owned and 41 leased towers covering almost 4,000 square kilometers around Muskoka and Southern Parry Sound. The company has been first to market in many leading-edge wireless technologies such as fixed wireless LTE and millimeter wave pre 5G service.

-END-

For further information, contact:

Jennifer Montpetit – Advanced Planning and Communications

Lakeland Holding Ltd.

jmontpetit@lakelandholding.com

705-645-2670 ext. 504

FONOM

The Federation of Northern Ontario Municipalities

August 19, 2020

MEDIA RELEASE

The Association of Municipalities of Ontario (AMO) conference just finished, and members of the FONOM board were pleased to participate over the three-day event. It was an opportunity for us to share and learn with our municipal colleagues from across the province. AMO and its partners did a great job in hosting this virtual event, and the plenary and concurrent sessions were varied and of benefit to our membership. We look forward to meeting in person next year with the City of London as our host.

FONOM wishes to thank all that let their name stand for election to the AMO Board of Directors. We congratulate Mayor Roger Sigouin, Councillor Randy Hazlett, Councillor Deb McIntosh and AMO's Past President Mayor Jamie McGarvey.

Some of the FONOM board also had an opportunity to virtually meet with Premier Ford's cabinet members to discuss issues of importance to municipalities in northeastern Ontario. We discussed the governance of OPP Detachments and the current five Health Units in the Northeast and once they transition. We talked about promoting Northern Ontario economic development, with a post-pandemic lens as a healthy place to grow one's business.

We also had a lengthy discussion about broadband. Even with the funding previously disbursed and the currently allocated funding, all agreed more is needed. No one community, association, or province will be able to tackle this issue. It is apparent the FONOM will have to join with others to work tirelessly together, to build a National Broadband Initiative.

We look forward to partnering with municipalities, municipal associations not only in Ontario but across the country. We must work side by side with provincial governments when talking with not only the federal government but the CRTC and telecommunications companies as well. President Danny Whalen stated, "that only together will reliable, strong broadband be provided to communities and citizens across the country" and "we look forward to linking arms with Minister's Scott, Clark & Rickford to get you connected."

FONOM is an association of some 110 districts/municipalities/cities/towns in Northeastern Ontario mandated to work for the betterment of municipal the government in Northern Ontario and to strive for improved legislation respecting local government in the north. It is a membership-based association that draws its members from northeastern Ontario and is governed by an 11-member board.



President Danny Whalen
705-622-2479

615 Hardy Street North Bay, ON P1B 8S2 Tel: (705) 478-7672
Email: fonom.info@gmail.com Website: www.fonom.org



**Municipality of
Magnetawan**

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

Lead Contact: Laura Brandt, Acting Deputy Clerk
Email: deputyclerk@magnetawan.com
Phone: 705-387-3947
Fax: 705-387-4875

**Community Expression of Interest Proposal
Northern Ontario Residential Broadband Project #3**

Kirby Koster
Senior Manager, Broadband Programs
Kirby.koster@cegn.ca
1-613-291-0707

Northern Ontario Community Middle-Kilometer Residential Broadband Needs

1) Where does your community lack broadband internet residential access (whole or part of the community)

The residents of the Municipality of Magnetawan have limited access to residential broadband internet as we are located in an unserved and underserved geographic area. The limited residential broadband internet that is available to residents within the Municipality have subpar upload and download speeds because of our rural and remote location.

2) Detail the type(s) of residential internet access currently available in the community.

Currently internet providers can provide limited services that are faster in speed in the Village of Magnetawan but outer more remote and rural areas within the Municipality of Magnetawan are unable to acquire the same services. (Please refer to Appendix A and B Broadband Mapping of the Municipality). Some residents within the Municipality report that some internet providers such as Bell only have limited services available and that you must be located within an 8km radius of the Bell tower to receive more optimum services. Many residents within the Municipality utilize turbo hubs, rocket sticks, and hotspots through their cellular phones. Some internet providers offer DSL and Satellite options but those are also limited to a small radius around the Village of Magnetawan and are not available to all the rural and more remote areas within the Municipality. According to the National Broadband Internet Service Availability Map within the Village of Magnetawan Area ID ON45670796 (Please see Appendix C). There is DSL through Bell, Fixed wireless through Netspectrum and Bell, Satellite through Xplornet and Mobile Wireless through Bell, Rogers and Telus. It should also be noted that this mapping does report a High Capacity Transport Service through Bell, but this is not available to residents and no business plan has been communicated to the Municipality in regard to this service. Currently the Municipality has their office located within the Village of Magnetawan and utilizes a DSL connection provided by Vianet. The Municipality reports having download speeds of 23.82 mbps and upload speeds of 9.93 mbps (Please see Appendix D). Ahmic Harbour Area ID ON45670798 (Please see Appendix E). There is DSL through Bell, fixed wireless through Netspectrum and Bell, Satellite through Xplornet and Mobile Wireless through Bell, Rogers and Telus. Township of Spence Area AD ON45580796 (Please see Appendix F). There is fixed wireless through Netspectrum and Bell, Satellite through Xplornet and Mobile Wireless on Bell, Rogers and Telus. Currently there is no data available on the Broadband Mapping for the Township of Croft or Chapman. Currently I personally live within the Municipality of Magnetawan ID ON45700796 (Please see Appendix G). There is Fixed Wireless through Netspectrum and Bell, Satellite through Xplornet and Mobile Wireless through Bell, Rogers and Telus. Currently my internet provider is Vianet. Vianet is a provider that uses a tower owned by Netspectrum. This tower is located in close proximity to my residence and I experience frequent connectivity issues, lagging and subpar upload and download speeds. Many residents report that Vianet and Netspectrum are currently not taking new customers because this tower is in need of upgrading and has the maximum number of customers that the tower can service. Currently I can report download speeds of .12 mbps and upload speeds of .35 mbps. (Please see Appendix H). During phase one of the pandemic, working from home, I would have to log off every device and sign out of my email just to facilitate a zoom meeting. The pandemic has really brought to the forefront that the Municipality of Magnetawan is in need of strong, reliable, affordable high bandwidth broadband internet. The Municipality believes that in these times broadband internet is vital to develop our Municipality to create infrastructure in order to grow our community into a thriving hub in the Almaguin Highlands.

3) Identify if a broadband POP currently exists in the community and where.

Currently there is a tower owned by Netspectrum located on Highway 510 within the Municipality that would identify as a Broadband POP (Please see Appendix I).

4) Identify where the desired residential neighborhoods, or waterfront area(s) of the community(s) that the project will need to address are located.

Ideally it would be the Municipality's wish to have fast affordable broadband internet that is equal across the whole Municipality. Currently the more remote and rural areas are unserved or underserved. These areas include but are not limited to Ahmic Harbour, Township of Spence, Township of Croft, Township of Chapman (Please see Appendix J and Appendix K).

5) What is the population of the near-by-area or community to be served?

The Municipality of Magnetawan is located in the Almaguin Highlands Region of the Parry Sound District. The Municipality encompasses a large rural area that includes the Village of Magnetawan, Ahmic Harbour, Township of Spence, Township of Croft, and the Township of Chapman. Currently there are 2071 households which includes full and part-time residents within the Municipality of Magnetawan.

Community Commitment and Readiness to Support CENGN Project

1) State the level of municipal or community government support that will be available for the project.

The Municipality can support the project by assigning the Acting Deputy Clerk as the lead for the Municipality to liaison between CENGN and the awarded technology company(s). Currently the Municipality 2020 budget did not include expenditures for the expansion of internet services. The Municipality as of late has received notice that they have been awarded grant monies under the Safe Restart Agreement in regards to the Covid-19 pandemic and we are investigating as to what the grant entails and if the Municipality could be eligible to utilize this awarded grant money towards any costs incurred if we were awarded as a project host site.

2) Identify the preferred locations in the community that would be available for towers or transmission equipment needed to support the project.

The Municipality currently has a tower located on the local Fire Hall within the Village that could pose a suitable site for transmission equipment. There is also a suitable location located at our Roads Garage on Miller Road within the Municipality that has several buildings that may pose suitable for transmission equipment. Another suitable location is the local Fire Hall located within Ahmic Harbour that could also pose suitable for transmission equipment. Municipality owned land could also pose as a suitable location for towers or transmission equipment.

3) Identify the availability and location of a secure climate-controlled equipment room(s) for project equipment/racks at tower or extended POP locations.

Many of the locations mentioned previously may have the potential to house climate-controlled equipment rooms built within already existing buildings. Currently we have a server room located at the Municipal Office that could also be available. If towers are built in rural areas, it could be a possibility that outbuildings could be built to house any equipment.

4) Would the community be willing to consider tower or other outdoor installations, and state your ability to make one or more sites available if necessary

The Municipality is committed to considering making available any and all viable Municipal owned land for tower or outdoor installations.

5) State your ability to work with one or more technology applicant(s) to accurately propose the estimated costs of the project.

The clerk's office of the Municipality of Magnetawan is committed to working jointly with one or more technology applicants to provide detailed community site information to ensure technology applicants can accurately propose the estimated costs.

6) Propose how the community is prepared to work with the selected technology applicant(s) to be "shovel ready" by December 2020.

The acting deputy clerk will act as a lead on the project and will work jointly with the technology applicant. Detailed community site information can be gathered and reported back to the technology applicants to expedite the project to be shovel ready by December 2020.

Other Considerations for the Project

1) Identify any community partner(s) that would be available and interested in participating or supporting the project.

The Municipality of Magnetawan is interested in working with any and all community partners that come forth. Currently we have reached out to two internet providers Lakeland Energy and Vianet in regards to their interest in working with the Municipality. As well Northern Nerds has expressed interest in working with the Municipality if we were awarded to have the project host site.

2) State any known bylaw or regulatory issues that could delay the start of the project

None known at this time.

3) List in detail any other existing or planned broadband projects for the community.

Currently the Municipality is not aware of any existing or planned broadband projects for the community.

4) Confirm the community’s willingness to work with CEGN and the selected technology applicant(s) to publish and promote the successful project results and technology solution used in your community, as a proof-of-concept showcase network approach for other Northern Ontario communities.

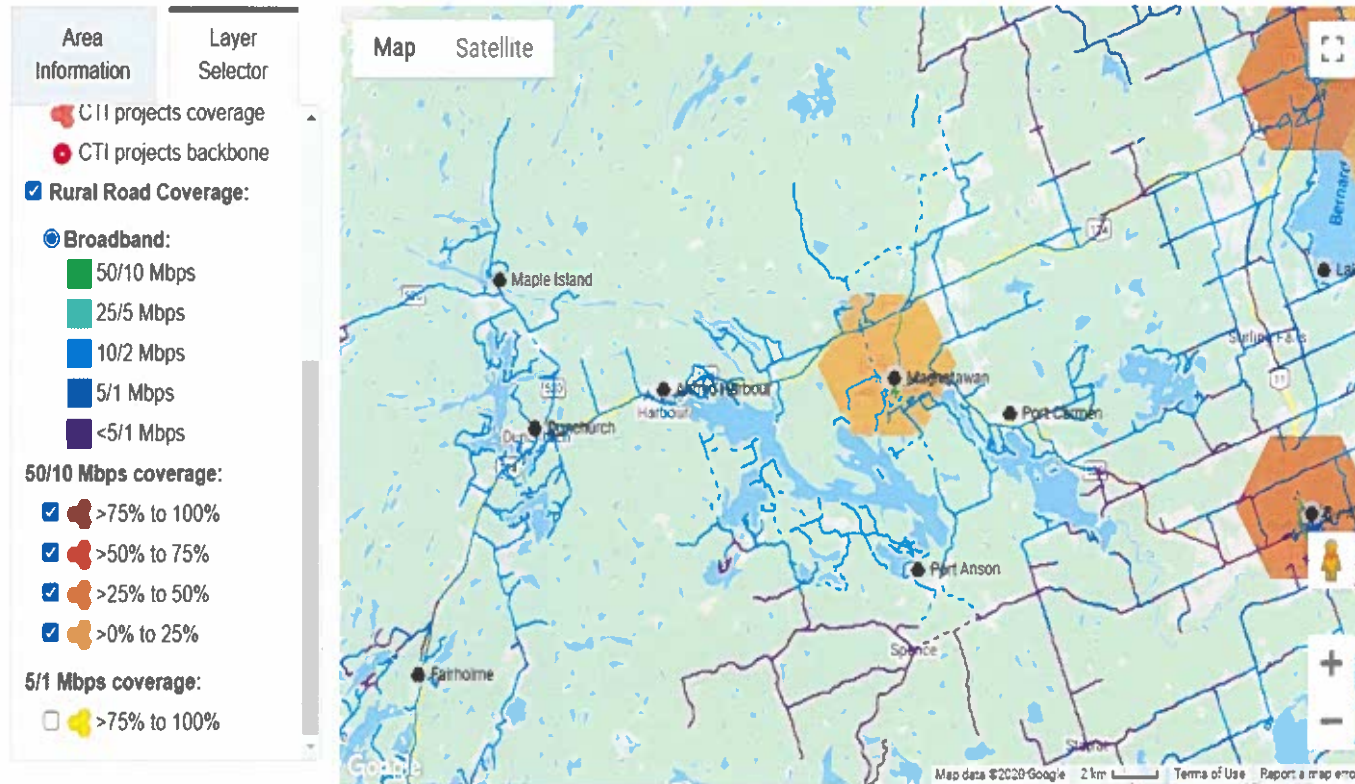
The community and clerk’s office of the Municipality of Magnetawan along with Council is committed to working with CEGN and any and all selected technology applicants to publish and promote the successful project results on any and all the Municipality’s social network platforms. The Municipality is prepared to also advertise successful project results in the local newspaper. Further the Municipality would explore hosting an information night to present to the residents of the Municipality and surrounding residents of neighboring Municipalities successful project results.

Community Commitment Beyond the Completion of the Project

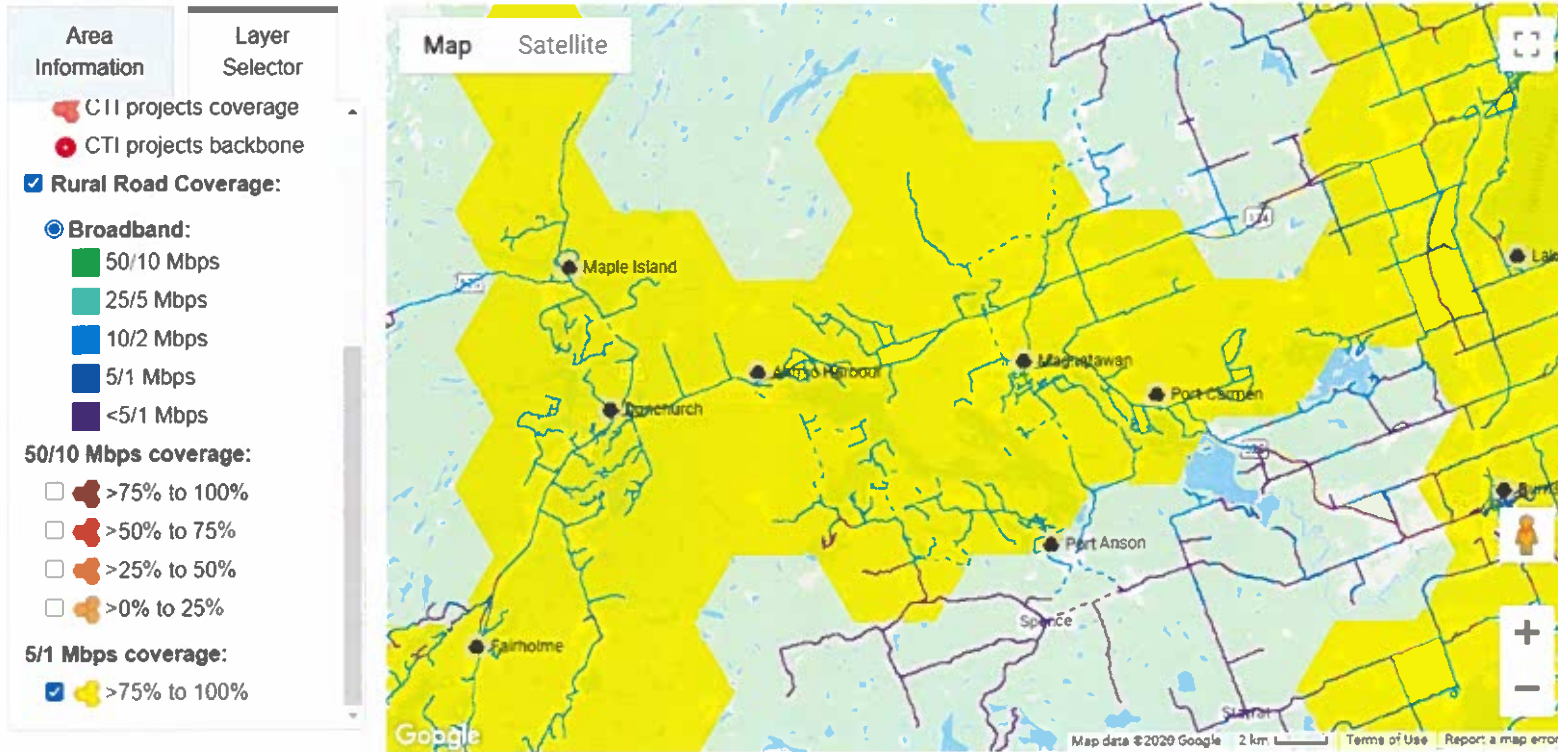
1) State the community’s interest in working with one or more technology applicants to develop a plan for a successful commercial service deployment in the community and plan subsequent expansion phases following the successful completion of the project.

The community and clerk’s office of the Municipality of Magnetawan along with Council is invested and committed to any opportunity that can improve and expand affordable reliable fast broadband internet within the Municipality and deliver improved broadband internet to unserved and underserved rural and remote areas within the Municipality. Residents within our Municipality have the right to improved broadband internet services so that they can be connected to learn, work, and run their businesses as functioning remotely may continue to be a regular way of life. Moving forward this means fast reliable affordable broadband internet will be vital for our residents livelihood and for our Municipality’s economy . Our Municipality with the successful deployment of the project could then become a hub for subsequent expansion phases to branch out and encompass within our radius neighboring Municipalities to expand the same services of broadband internet.

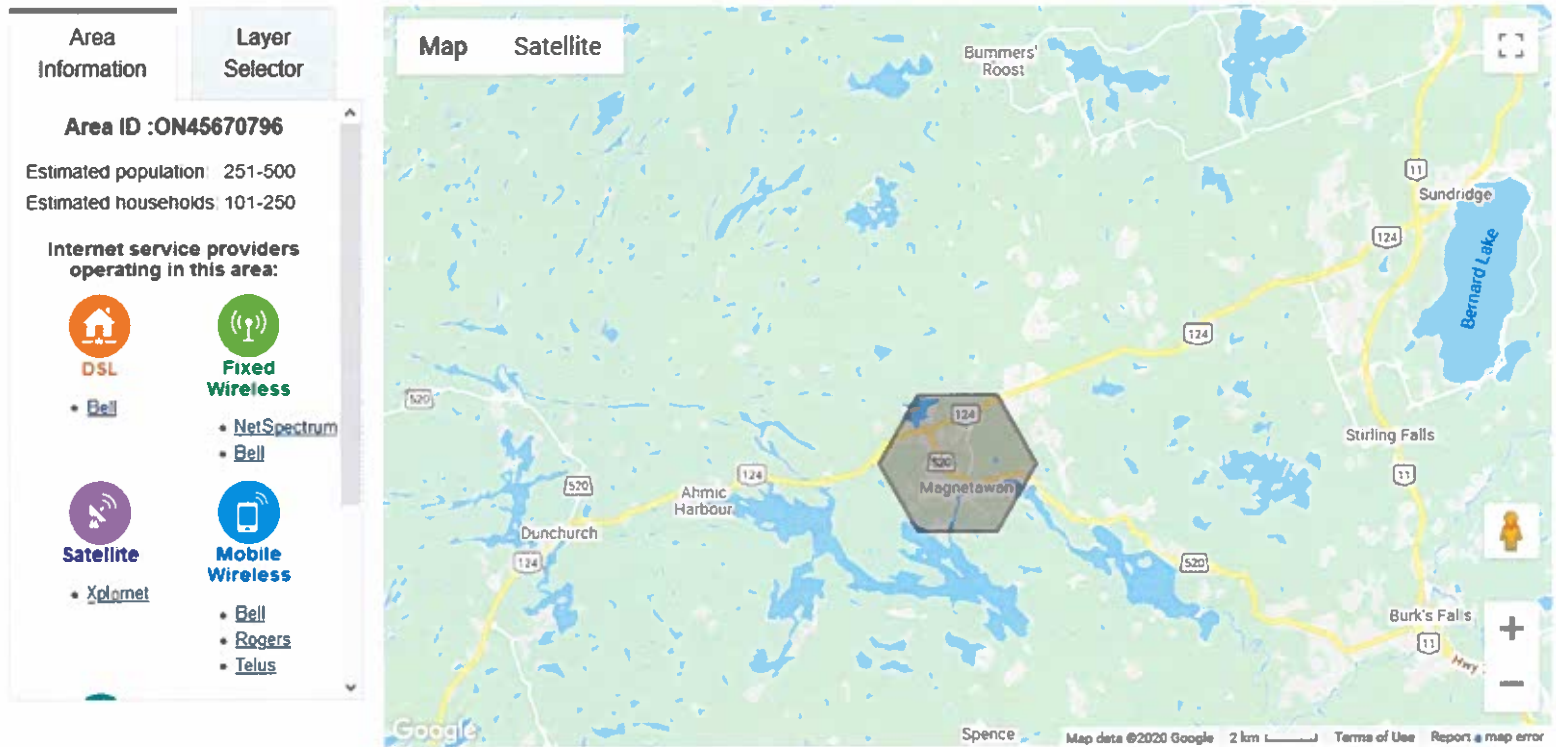
APPENDIX A BROADBAND MAPPING OF THE MUNICIPALITY



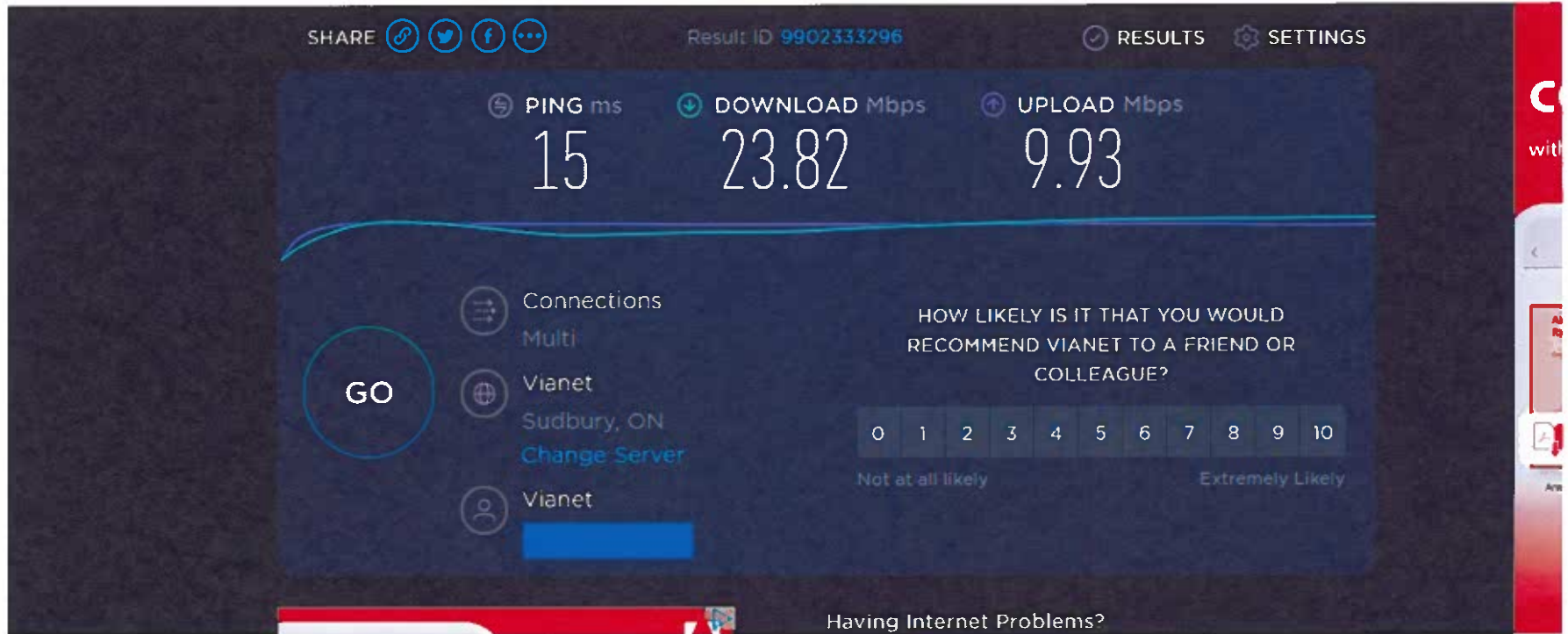
APPENDIX B BROADBAND MAPPING OF THE MUNICIPALITY



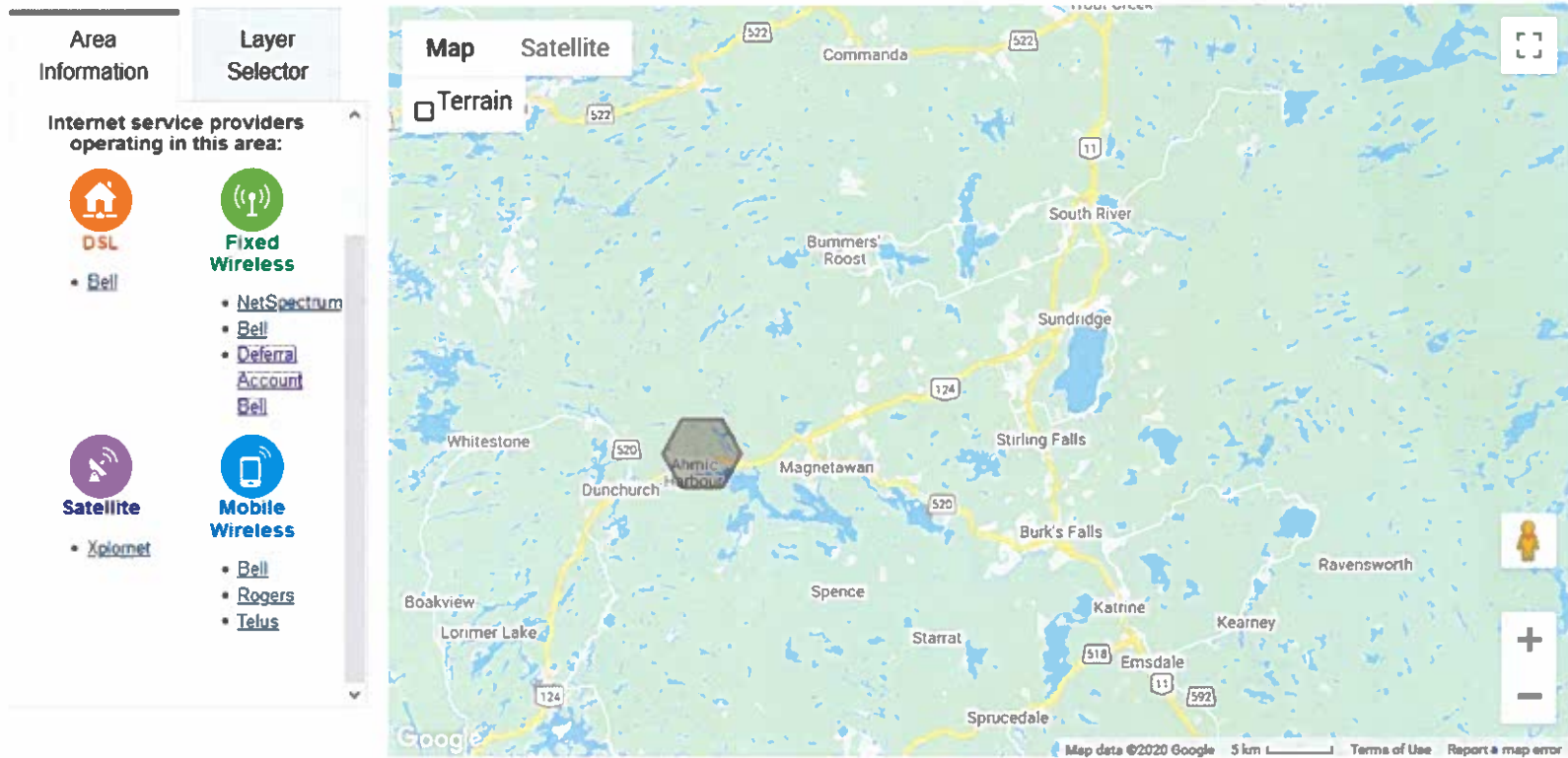
APPENDIX C BROADBAND MAPPING VILLAGE OF MAGNETAWAN AREA ID ON45670796



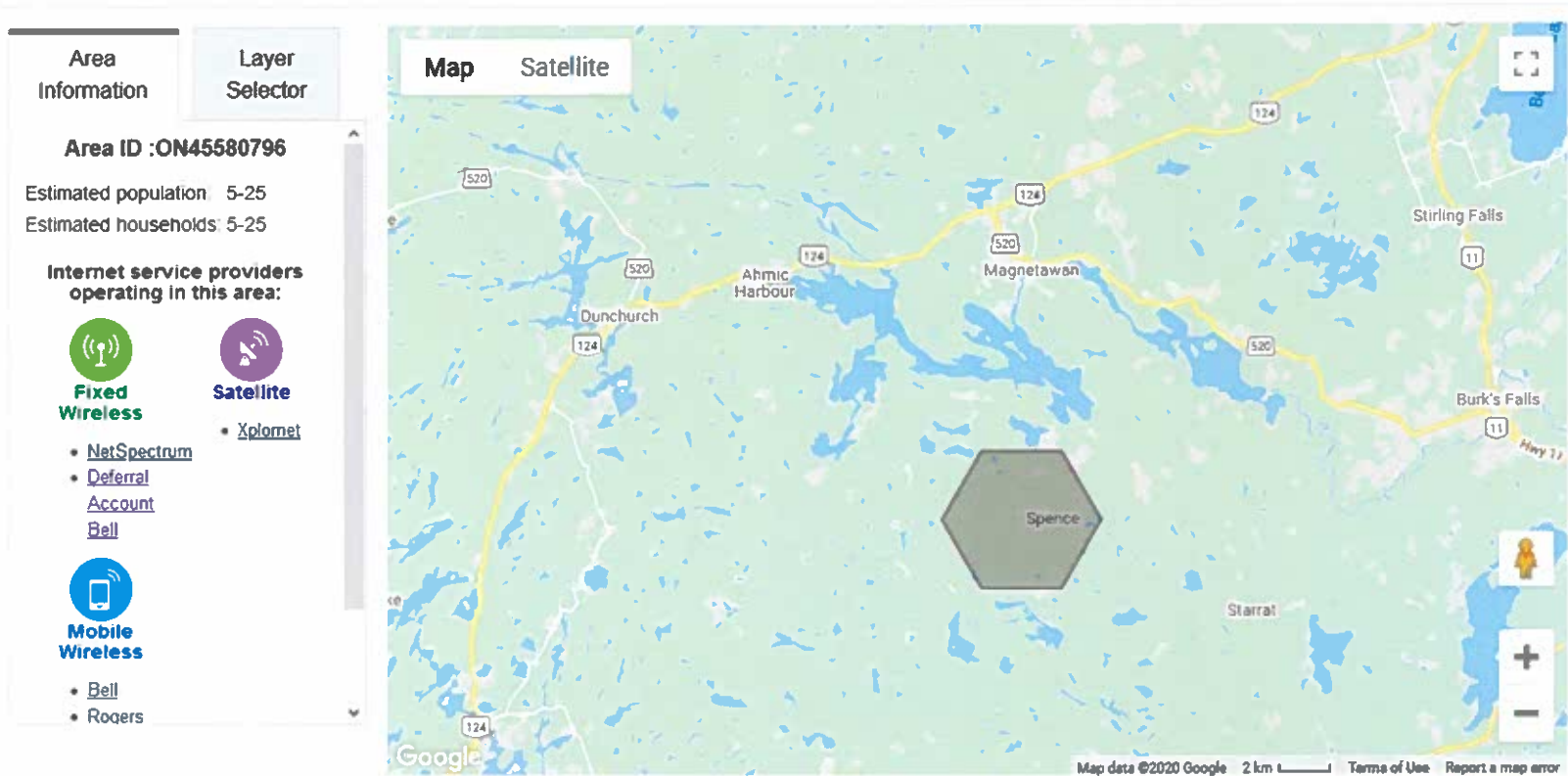
APPENDIX D DOWNLOAD AND UPLOAD SPEEDS MUNICIPAL OFFICE



APPENDIX E BROADBAND MAPPING AHMIC HARBOUR AREA ID ON45670798



APPENDIX F BROADBAND MAPPING TOWNSHIP OF SPENCE AREA ID ON45580796



APPENDIX G BROADBAND MAPPING MUNICIPALITY OF MAGNETAWAN AREA ID ON45700796

3676 Highway 124 Sundridge Ontario Search ISP Feedback Consumer Feedback

Area Information | **Layer Selector**

Area ID :ON45700796

Estimated population 51-100
Estimated households 26-50

Internet service providers operating in this area:

Fixed Wireless

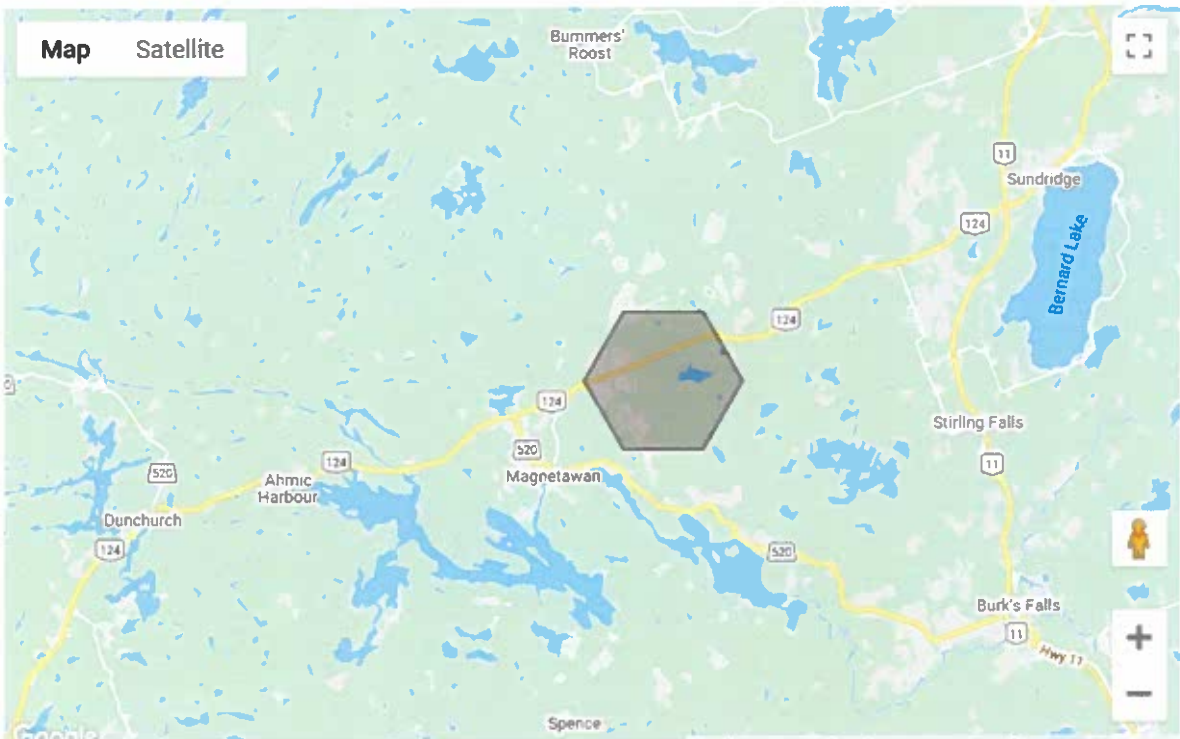
- Xplornet

Satellite

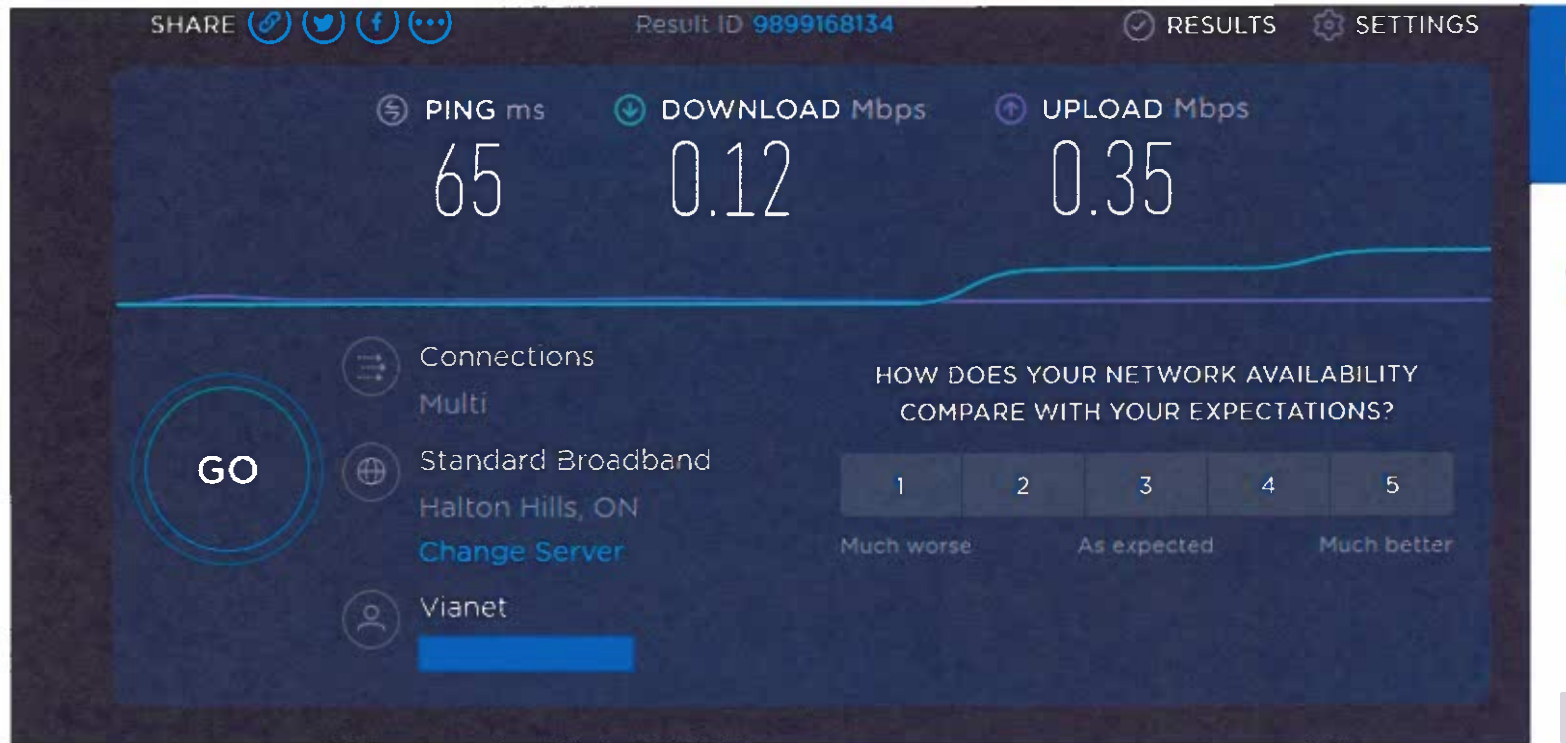
- Xplornet

Mobile Wireless

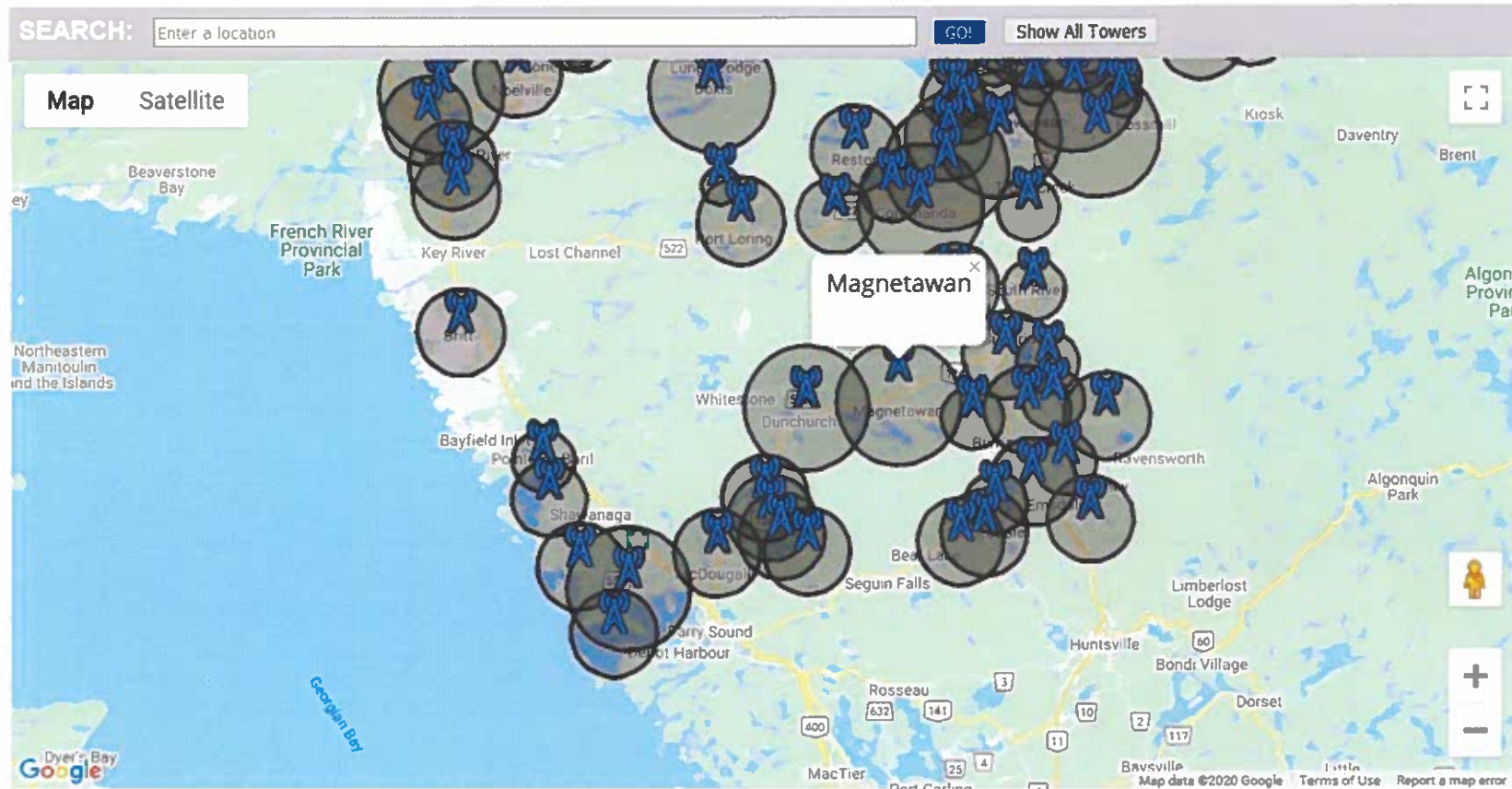
- Bell
- Rogers
- Telus



APPENDIX H DOWNLOAD AND UPLOAD SPEEDS PLACE OF RESIDENCE



APPENDIX I LOCATION OF NETSPECTRUM TOWERS



APPENDIX J VILLAGE OF MAGNETAWAN MAP

Municipality of MAGNETAWAN

OFFICIAL PLAN

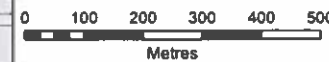
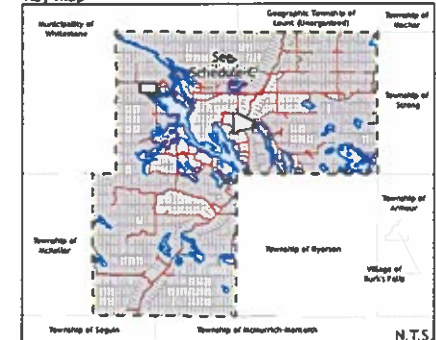
SCHEDULE C-1

Village of Magnetawan

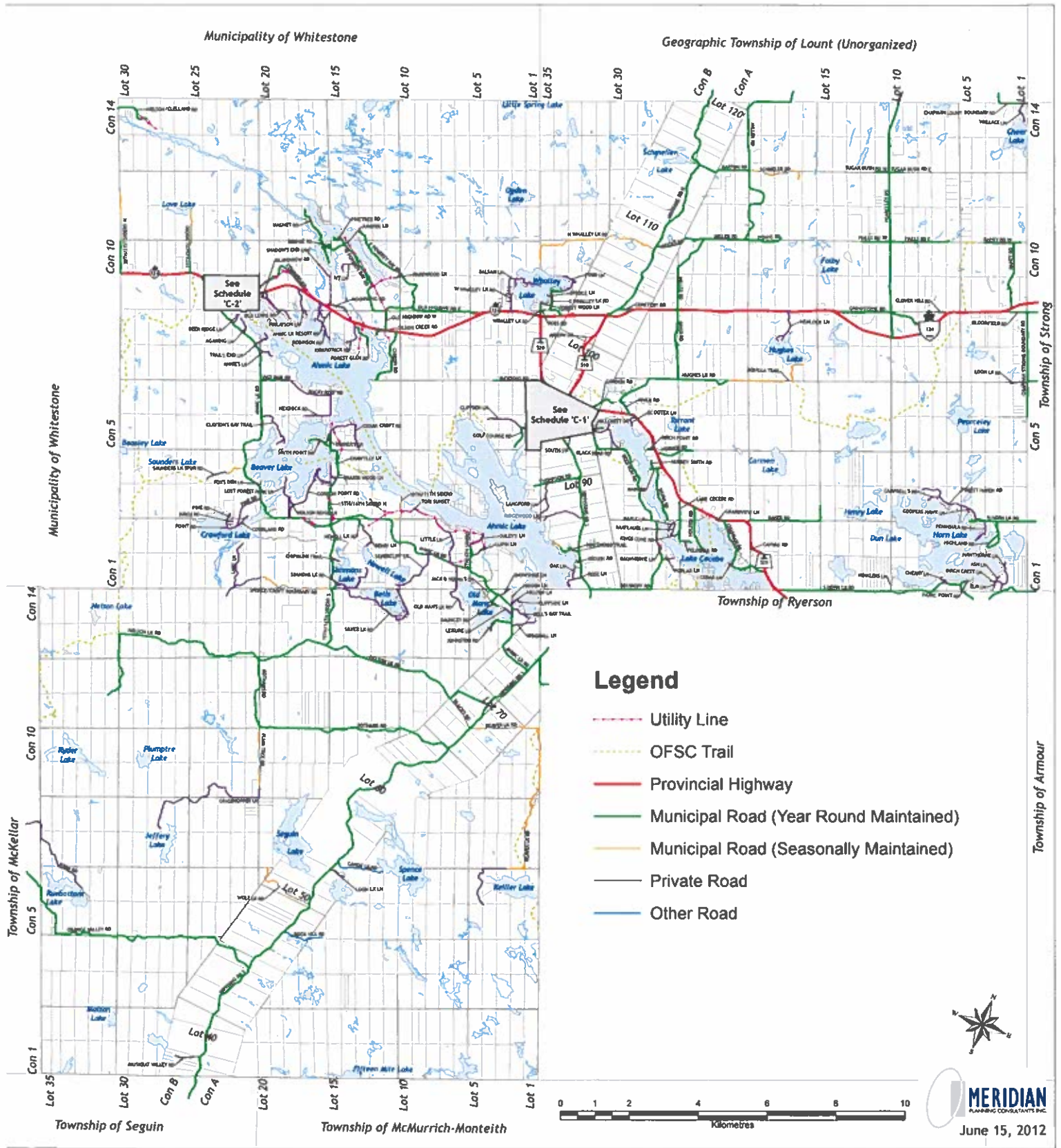
Legend

-  OFSC Trail
-  Provincial Highway
-  Municipal Road (Year Round Maintained)
-  Municipal Road (Seasonally Maintained)
-  Private Road
-  Other

Key Map



APPENDIX K MUNICIPALITY OF MAGNETAWAN MAP



(A)



Invoice Audit Trail

Fiscal Year: 2020
Fiscal Period: 9

Batch : 85 To 85

Sequence : Supplier Name, Details As Entered

Vendor Code

Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ Amount WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
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No. Of invoices per supplier (2) ...	Total Outstanding :	5343.11	Total Paid :	0.00
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23066 WOODRUFF'S TREE AND COTTAGE CARE

2020-80	U		10-Aug-2020	565.00U					
ARBORIST WORK			02-Sep-2020						
1-4-7200-2400			PARKS - Repairs & Maintenance				565.00		
1-4-7200-2400			PARKS - Repairs & Maintenance				-56.20		
1-1-1100-1102			HST Receivable-Blended				56.20		
1-2-1000-1010			Trade Accounts Payable				-565.00		

No. Of invoices per supplier (1) ...	Total Outstanding :	565.00	Total Paid :	0.00
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Total No. Of invoices processed (184) ...	Total Outstanding :	(A) 168035.49	Total Paid :	0.00
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(B) \$156,874.36
PAYROLL \$ 82,812.89
 TOTAL \$407,722.74

Invoice Audit Trail



AP5260

Date : Aug 26, 2020

Page : 1

Time : 9:29 am

Fiscal Year: 2020

Fiscal Period: 9

Batch : 85 To 85

Sequence : Supplier Name, Details As Entered

Vendor Code								Discount Terms	
Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Paid Code	Amount	Date	Amount
01015	ADAMS BROS. CONSTRUCTION LTD.								
133080	U		10-Jul-2020				678.00U		
MONTHLY TOILET RENTAL CROFT AND CHAPMAN			02-Sep-2020						
JUNE 28- AUG 24 2020									
1-4-4030-2015			RECY - Latrine Rentals/Cleanin						-33.72
1-1-1100-1102			HST Receivable-Blended						67.44
1-2-1000-1010			Trade Accounts Payable						-678.00
1-4-4030-2015			RECY - Latrine Rentals/Cleanin						339.00
1-4-4020-2020			LF - Latrine Rentals/Cleaning						-33.72
1-4-4020-2020			LF - Latrine Rentals/Cleaning						339.00

No. Of invoices per supplier (1) ... Total Outstanding : 678.00 Total Paid : 0.00

01033 AGRICULTURE FORESTRY CONSTRUCTION INC

1152	U		11-Aug-2020				753.42U		
DOZER REPAIR			02-Sep-2020						
1-4-3214-2070			DOZ - Repairs						753.42
1-4-3214-2070			DOZ - Repairs						-74.94
1-1-1100-1102			HST Receivable-Blended						74.94
1-2-1000-1010			Trade Accounts Payable						-753.42
1153	U		11-Aug-2020				1549.24U		
BACKHOE 4 LANDFILL			02-Sep-2020						
1-4-3217-2070			BH4 - Repairs						1549.24
1-4-3217-2070			BH4 - Repairs						-154.10
1-1-1100-1102			HST Receivable-Blended						154.10
1-2-1000-1010			Trade Accounts Payable						-1549.24

No. Of invoices per supplier (2) ... Total Outstanding : 2302.66 Total Paid : 0.00

01183 AHMIC MAINTENANCE & STORAGE LTD

2020-140	U		14-Aug-2020				1612.50U		
REPAIRS AT CENTENNIAL PARK			02-Sep-2020						
1-4-7200-2400			PARKS - Repairs & Maintenan						1612.50
1-4-7200-2400			PARKS - Repairs & Maintenan						-160.39
1-1-1100-1102			HST Receivable-Blended						160.39
1-2-1000-1010			Trade Accounts Payable						-1612.50

No. Of invoices per supplier (1) ... Total Outstanding : 1612.50 Total Paid : 0.00

01184 AHMIC MARINE LTD.

2020-410	U		31-Jul-2020				914.92U		
GENERATOR MAINTENANCE JULY 2020			02-Sep-2020						
1-4-3101-2400			J - Building Maintenance						914.92
1-4-3101-2400			J - Building Maintenance						-91.01
1-1-1100-1102			HST Receivable-Blended						91.01

Invoice Audit Trail



AP5260

Date : Aug 26, 2020

Page : 2

Time : 9:29 am

Fiscal Year: 2020

Fiscal Period: 9

Batch : 85 To 85

Sequence : Supplier Name, Details As Entered

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	1-2-1000-1010	Trade Accounts Payable							-914.92		
2020-411		GAS CANS - GENERATOR	U		31-Jul-2020 02-Sep-2020	55.58U					
	1-4-4020-2010	LF - Materials/Supplies							-5.52		
	1-1-1100-1102	HST Receivable-Blended							5.52		
	1-2-1000-1010	Trade Accounts Payable							-55.58		
	1-4-4020-2010	LF - Materials/Supplies							55.58		
2020-412		JERRY CAN - DIESEL	U		31-Jul-2020 02-Sep-2020	23.72U					
	1-4-3101-2010	J - Materials/Supplies							-2.36		
	1-1-1100-1102	HST Receivable-Blended							2.36		
	1-2-1000-1010	Trade Accounts Payable							-23.72		
	1-4-3101-2010	J - Materials/Supplies							23.72		
2020-413		FUEL	U		31-Jul-2020 02-Sep-2020	491.22U					
	1-4-2010-2022	TR510 - Fuel							115.07		
	1-4-2021-2022	TR521 - Fuel							124.03		
	1-4-2031-2022	TR531 - Fuel							119.32		
	1-4-2010-2022	TR510 - Fuel							76.29		
	1-4-2021-2022	TR521 - Fuel							2.18		
	1-4-2010-2022	TR510 - Fuel							3.37		
	1-4-2031-2022	TR531 - Fuel							2.10		
	1-1-1100-1102	HST Receivable-Blended							48.86		
	1-2-1000-1010	Trade Accounts Payable							-491.22		

No. Of invoices per supplier (4) ...	Total Outstanding :	1485.44	Total Paid :	0.00
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19172 AJ STONE COMPANY LTD

0000154490		CO MONITOR CALIBRATION	U		05-Aug-2020 02-Sep-2020	275.10U					
	1-4-2000-7130	FD - Equipment Repairs & Mai							275.10		
	1-4-2000-7130	FD - Equipment Repairs & Mai							-27.37		
	1-1-1100-1102	HST Receivable-Blended							27.37		
	1-2-1000-1010	Trade Accounts Payable							-275.10		
0000154676		GROUND MONITOR	U		14-Aug-2020 02-Sep-2020	2060.96U					
	1-4-2000-2018	FD - PPE & Fire Supplies							2060.96		
	1-4-2000-2018	FD - PPE & Fire Supplies							-205.00		
	1-1-1100-1102	HST Receivable-Blended							205.00		
	1-2-1000-1010	Trade Accounts Payable							-2060.96		

No. Of invoices per supplier (2) ...	Total Outstanding :	2336.06	Total Paid :	0.00
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01043 ALGONQUIN CLEAN WATER SERVICES INC

Invoice Audit Trail



Fiscal Year: 2020
Fiscal Period: 9

Batch : 85 To 85
Sequence : Supplier Name, Details As Entered

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	553		U		18-Aug-2020 02-Sep-2020	766.05U					
		WATER UV SYSTEM PARTS									
	1-4-4300-2010				W-SYS - Materials/Supplies				766.05		
	1-4-4300-2010				W-SYS - Materials/Supplies				-76.20		
	1-1-1100-1102				HST Receivable-Blended				76.20		
	1-2-1000-1010				Trade Accounts Payable				-766.05		

No. Of invoices per supplier (1) ... Total Outstanding : 766.05 Total Paid : 0.00

02013 BELL MOBILITY

	519949447 AUG 9 2020		U		09-Aug-2020 02-Sep-2020	475.31U					
		AUG 2020 LONG DISTANCE									
	1-4-1200-2052				ADMIN - Cell Telephone				-9.34		
	1-1-1100-1102				HST Receivable-Blended				27.18		
	1-2-1000-1010				Trade Accounts Payable				-475.31		
	1-4-1200-2052				ADMIN - Cell Telephone				93.86		
	1-4-2000-2052				FD - Cell Telephone				-11.02		
	1-1-1100-1101				HST Receivable-100%				23.25		
	1-4-2000-2052				FD - Cell Telephone				95.77		
	1-4-3101-2052				J - Cell Telephone				-14.07		
	1-4-3101-2052				J - Cell Telephone				141.46		
	1-4-4020-2052				LF - Cell Telephone				-7.29		
	1-4-4020-2052				LF - Cell Telephone				63.40		
	1-4-4030-2052				RECY - Cell Telephone				-4.94		
	1-4-4030-2052				RECY - Cell Telephone				42.96		
	1-4-7205-2052				P - Cell Telephone				-3.77		
	1-4-7205-2052				P - Cell Telephone				37.86		

No. Of invoices per supplier (1) ... Total Outstanding : 475.31 Total Paid : 0.00

02014 BELL MOBILITY INC

	0095623353		U		01-Aug-2020 02-Sep-2020	133.00U					
		CELL TOWER RENTAL AUGUST 2020									
	1-4-2000-2053				FD - Communications Tower				-6.61		
	1-2-1000-1010				Trade Accounts Payable				-133.00		
	1-4-2000-2053				FD - Communications Tower				66.50		
	1-4-3101-2053				J - Communications Equipmen				-6.61		
	1-1-1100-1102				HST Receivable-Blended				13.22		
	1-4-3101-2053				J - Communications Equipmen				66.50		

No. Of invoices per supplier (1) ... Total Outstanding : 133.00 Total Paid : 0.00

02022 BLACK MOTOR SALES

	53171		U		22-Jul-2020 02-Sep-2020	75.25U					
		PARTS									
	1-4-7200-2010				PARKS - Materials/Supplies				75.25		

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Terms Code Date	Amount
	1-4-7200-2010				PARKS - Materials/Supplies				-7.49		
	1-1-1100-1102				HST Receivable-Blended				7.49		
	1-2-1000-1010				Trade Accounts Payable				-75.25		

No. Of Invoices per supplier (1) ... Total Outstanding : 75.25 Total Paid : 0.00

03039 CGIS CENTRE

44105			U		02-Sep-2020	4961.83U					
	ADMIN GIS PROJECT OCT/20 - DEC/20				02-Sep-2020						
	1-4-1200-2030				ADMIN - CGIS Services				-493.55		
	1-1-1100-1102				HST Receivable-Blended				493.55		
	1-2-1000-1010				Trade Accounts Payable				-4961.83		
	1-4-1200-2030				ADMIN - CGIS Services				4961.83		

No. Of Invoices per supplier (1) ... Total Outstanding : 4961.83 Total Paid : 0.00

19046 CHARLES SAUNDERS

08 16 2020			U		16-Aug-2020	146.82U					
	TOOL KIT FOR TRUCK				02-Sep-2020						
	1-4-3101-2080				J - Small Tools and Supplies				146.82		
	1-4-3101-2080				J - Small Tools and Supplies				-14.60		
	1-1-1100-1102				HST Receivable-Blended				14.60		
	1-2-1000-1010				Trade Accounts Payable				-146.82		

No. Of Invoices per supplier (1) ... Total Outstanding : 146.82 Total Paid : 0.00

03065 CLOUTHIER, MATTHEW

2020--08-06			U		06-Aug-2020	954.10U					
	MILEAGE 01 JULY - 24 JULY 2020				02-Sep-2020						
	1-4-2100-2030				CBO - Mileage				954.10		
	1-4-2100-2030				CBO - Mileage				-94.90		
	1-1-1100-1102				HST Receivable-Blended				94.90		
	1-2-1000-1010				Trade Accounts Payable				-954.10		

No. Of Invoices per supplier (1) ... Total Outstanding : 954.10 Total Paid : 0.00

04031 DEEVEY, CAITLIN A

M000000243			U		10-Aug-2020	166.28U					
	MILEAGE JULY 27 TO AUG 8 2020				02-Sep-2020						
	1-4-2200-2010				BLEO - Materials/Supplies				166.28		
	1-4-2200-2010				BLEO - Materials/Supplies				-16.54		
	1-1-1100-1102				HST Receivable-Blended				16.54		
	1-2-1000-1010				Trade Accounts Payable				-166.28		

M000000245			U		24-Aug-2020	141.80U					
	MILEAGE AUG 12-22 2020				02-Sep-2020						

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Terms Code Date	Amount
	1-4-2200-2010				BLEO - Materials/Supplies				141.80		
	1-4-2200-2010				BLEO - Materials/Supplies				-14.10		
	1-1-1100-1102				HST Receivable-Blended				14.10		
	1-2-1000-1010				Trade Accounts Payable				-141.80		

No. Of invoices per supplier (2) ... Total Outstanding : 308.08 Total Paid : 0.00

05010 EASTHOLME HOME FOR THE AGED

SEPT 30 2020 QTR	U		17-Aug-2020	52897.25U							
3RD QUARTER LEVY 2020			02-Sep-2020								
1-4-6010-2010			HOME - Eastholme						52897.25		
1-2-1000-1010			Trade Accounts Payable						-52897.25		

No. Of invoices per supplier (1) ... Total Outstanding : 52897.25 Total Paid : 0.00

05081 EDWARDS, SCOTT W

2020/08/13 POST	U		13-Aug-2020	11.28U							
BUBBLE WRAP FOR CROSSWALK SIGNAGE			02-Sep-2020								
1-4-3061-2350			F - Signage						11.28		
1-4-3061-2350			F - Signage						-1.12		
1-1-1100-1102			HST Receivable-Blended						1.12		
1-2-1000-1010			Trade Accounts Payable						-11.28		

No. Of invoices per supplier (1) ... Total Outstanding : 11.28 Total Paid : 0.00

06050 FOWLER CONSTRUCTION COMPANY

38408	U		11-Aug-2020	35469.44U							
ROAD REPAIR			02-Sep-2020								
1-4-3034-8000			C4 - Capital Projects						-2200.32		
1-1-1100-1102			HST Receivable-Blended						3528.12		
1-2-1000-1010			Trade Accounts Payable						-35469.44		
1-4-3034-8000			C4 - Capital Projects						22120.60		
1-4-3041-2010			D1 - Materials/Supplies						-1327.80		
1-4-3041-2010			D1 - Materials/Supplies						13348.84		

No. Of invoices per supplier (1) ... Total Outstanding : 35469.44 Total Paid : 0.00

08084 HUBB CAP

1021602	U		05-Aug-2020	288.15U							
MATERIALS/SUPPLIES			02-Sep-2020								
1-4-3011-2010			A - Materials/Supplies						288.15		
1-4-3011-2010			A - Materials/Supplies						-28.66		
1-1-1100-1102			HST Receivable-Blended						28.66		
1-2-1000-1010			Trade Accounts Payable						-288.15		

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15050									
HYDRO ONE NETWORKS									
200198932621	U		08/20 30-Jul-2020	60.45	U				
60 AHMIC STREET			02-Sep-2020						
1-4-2006-2030			AHMIC STATION - Hydro				-2.01		
1-1-1100-1102			HST Receivable-Blended				6.02		
1-2-1000-1010			Trade Accounts Payable				-60.45		
1-4-2006-2030			AHMIC STATION - Hydro				20.15		
1-4-7700-2030			AHMIC - Hydro				-4.01		
1-4-7700-2030			AHMIC - Hydro				40.30		

No. Of Invoices per supplier (1) ...	Total Outstanding :	60.45	Total Paid :	0.00
Total No. Of invoices processed (1) ...	Total Outstanding :	60.45	Total Paid :	0.00



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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
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No. Of invoices per supplier (1) ... Total Outstanding : 288.15 Total Paid : 0.00

15050 HYDRO ONE NETWORKS

200029713087	08/20		U		05-Aug-2020				49.73		
00 HWY 124, AHMIC HARBOUR JUNE 26 - JULY 27 2020					02-Sep-2020						
1-4-3800-5014					STREET - Ahmic Harbour Stre				49.73		
1-4-3800-5014					STREET - Ahmic Harbour Stre				-4.95		
1-1-1100-1102					HST Receivable-Blended				4.95		
1-2-1000-1010					Trade Accounts Payable				-49.73		

200100056780	08/20		U		03-Jul-2020				28.30		
6527 HIGHWAY 124 JUNE 24 TO JULY 24 2020					02-Sep-2020						
1-4-7205-2030					P - Hydro				28.30		
1-4-7205-2030					P - Hydro				-2.82		
1-1-1100-1102					HST Receivable-Blended				2.82		
1-2-1000-1010					Trade Accounts Payable				-28.30		

200126393189	08/20		U		06-Aug-2020				32.05		
14 CONCESSION LOT 18					02-Sep-2020						
1-4-3800-5016					STREET - Rockwynn Landing I				-3.19		
1-1-1100-1102					HST Receivable-Blended				3.19		
1-2-1000-1010					Trade Accounts Payable				-32.05		
1-4-3800-5016					STREET - Rockwynn Landing I				32.05		

200198932621	08/20		U		30-Jul-2020				60.45		
60 AHMIC STREET					02-Sep-2020						
1-4-2006-2030					AHMIC STATION - Hydro				60.45		
1-4-2006-2030					AHMIC STATION - Hydro				-6.01		
1-1-1100-1102					HST Receivable-Blended				6.01		
1-2-1000-1010					Trade Accounts Payable				-60.45		

200198935146	08/20		U		29-Jul-2020				28.30		
226 SIDEROAD 15 16 N JUN 23 TO JULY 23 2020					02-Sep-2020						
1-4-2000-2029					FD - Hydro - 226 15th & 16th S				28.30		
1-4-2000-2029					FD - Hydro - 226 15th & 16th S				-2.82		
1-1-1100-1102					HST Receivable-Blended				2.82		
1-2-1000-1010					Trade Accounts Payable				-28.30		

No. Of invoices per supplier (5) ... Total Outstanding : 198.83 Total Paid : 0.00

09035 INSERVUS MANAGEMENT SYSTEMS

3848			U		05-Aug-2020				163.90		
BUNKER GEAR CLEANING					02-Sep-2020						
1-4-2000-7130					FD - Equipment Repairs & Mai				163.90		
1-4-2000-7130					FD - Equipment Repairs & Mai				-16.31		
1-1-1100-1102					HST Receivable-Blended				16.31		

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	1-2-1000-1010	Trade Accounts Payable							-163.90		

No. Of invoices per supplier (1) ... Total Outstanding : 163.90 Total Paid : 0.00

13240 JIM MOORE PETROLEUM

548883	U	06-Jul-2020	1130.00U								
INSTALL 500 GAL DOUBLE BOTTOM OIL TANK		02-Sep-2020									
1-4-7300-2400		HALL - Repairs & Maintenance						1130.00			
1-4-7300-2400		HALL - Repairs & Maintenance						-130.00			
1-1-1100-1101		HST Receivable-100%						130.00			
1-2-1000-1010		Trade Accounts Payable						-1130.00			

549733	U	11-Aug-2020	595.67U								
DYED DIESEL		02-Sep-2020									
1-4-3101-2023		J - Dyed Diesel Inventory Clear						595.67			
1-4-3101-2023		J - Dyed Diesel Inventory Clear						-59.25			
1-1-1100-1102		HST Receivable-Blended						59.25			
1-2-1000-1010		Trade Accounts Payable						-595.67			

549734	U	11-Aug-2020	808.57U								
CLEAR DIESEL		02-Sep-2020									
1-4-3101-2022		J - Clear Diesel Inventory Clear						808.57			
1-4-3101-2022		J - Clear Diesel Inventory Clear						-80.43			
1-1-1100-1102		HST Receivable-Blended						80.43			
1-2-1000-1010		Trade Accounts Payable						-808.57			

549735	U	11-Aug-2020	468.39U								
PREMIUM GASOLINE		02-Sep-2020									
1-4-3101-2021		J - Premium Gasoline Inventor						468.39			
1-4-3101-2021		J - Premium Gasoline Inventor						-46.59			
1-1-1100-1102		HST Receivable-Blended						46.59			
1-2-1000-1010		Trade Accounts Payable						-468.39			

549985	U	07-Aug-2020	681.88U								
CLEAR DIESEL		02-Sep-2020									
1-4-3101-2022		J - Clear Diesel Inventory Clear						681.88			
1-4-3101-2022		J - Clear Diesel Inventory Clear						-67.83			
1-1-1100-1102		HST Receivable-Blended						67.83			
1-2-1000-1010		Trade Accounts Payable						-681.88			

549986	U	30-Jul-2020	79.85U								
DYED DIESEL		02-Sep-2020									
1-4-3101-2023		J - Dyed Diesel Inventory Clear						79.85			
1-4-3101-2023		J - Dyed Diesel Inventory Clear						-7.95			
1-1-1100-1102		HST Receivable-Blended						7.95			
1-2-1000-1010		Trade Accounts Payable						-79.85			

550432	U	07-Aug-2020	1082.99U								
CLEAR DIESEL		02-Sep-2020									

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Terms Code Date	Amount
	1-4-3101-2022				J - Clear Diesel Inventory Clear				1082.99		
	1-4-3101-2022				J - Clear Diesel Inventory Clear				-107.72		
	1-1-1100-1102				HST Receivable-Blended				107.72		
	1-2-1000-1010				Trade Accounts Payable				-1082.99		
550433			U		07-Aug-2020 02-Sep-2020	504.69U					
	DYED DIESEL										
	1-4-3101-2023				J - Dyed Diesel Inventory Clear				504.69		
	1-4-3101-2023				J - Dyed Diesel Inventory Clear				-50.20		
	1-1-1100-1102				HST Receivable-Blended				50.20		
	1-2-1000-1010				Trade Accounts Payable				-504.69		
550732			U		14-Aug-2020 02-Sep-2020	1593.70U					
	CLEAR DIESEL										
	1-4-3101-2022				J - Clear Diesel Inventory Clear				1593.70		
	1-4-3101-2022				J - Clear Diesel Inventory Clear				-158.53		
	1-1-1100-1102				HST Receivable-Blended				158.53		
	1-2-1000-1010				Trade Accounts Payable				-1593.70		
550789			U		14-Aug-2020 02-Sep-2020	714.53U					
	PREMIUM GASOLINE										
	1-4-3101-2021				J - Premium Gasoline Inventor				714.53		
	1-4-3101-2021				J - Premium Gasoline Inventor				-71.07		
	1-1-1100-1102				HST Receivable-Blended				71.07		
	1-2-1000-1010				Trade Accounts Payable				-714.53		

No. Of invoices per supplier (10) ...	Total Outstanding :	7660.27	Total Paid :	0.00
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11010 KIDD'S HOME HARDWARE BUILDING CENTRE

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Terms Code Date	Amount
2829543			U		11-Aug-2020 02-Sep-2020	25.79U					
	WINTER SAND TEST BUCKETS										
	1-4-3052-2010				E2 - Materials/Supplies				25.79		
	1-4-3052-2010				E2 - Materials/Supplies				-2.57		
	1-1-1100-1102				HST Receivable-Blended				2.57		
	1-2-1000-1010				Trade Accounts Payable				-25.79		

No. Of invoices per supplier (1) ...	Total Outstanding :	25.79	Total Paid :	0.00
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13334 M&L SUPPLY FIRE & SAFETY

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Terms Code Date	Amount
004036			U		17-Aug-2020 02-Sep-2020	136.72U					
	PPE BAG										
	1-4-2000-2018				FD - PPE & Fire Supplies				136.72		
	1-4-2000-2018				FD - PPE & Fire Supplies				-13.60		
	1-1-1100-1102				HST Receivable-Blended				13.60		
	1-2-1000-1010				Trade Accounts Payable				-136.72		

No. Of invoices per supplier (1) ...	Total Outstanding :	136.72	Total Paid :	0.00
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13145 MAGNETAWAN BAIT & TACKLE (FIRE DEPT)											
0001121961			U		01-Aug-2020	47.00U					
	FUEL - TRUCK 510				02-Sep-2020						
	1-4-2010-2022				TR510 - Fuel				47.00		
	1-4-2010-2022				TR510 - Fuel				-4.68		
	1-1-1100-1102				HST Receivable-Blended				4.68		
	1-2-1000-1010				Trade Accounts Payable				-47.00		
<hr/>											
0001122312			U		01-Aug-2020	70.72U					
	FUEL - TRUCK 510				02-Sep-2020						
	1-4-2010-2022				TR510 - Fuel				70.72		
	1-4-2010-2022				TR510 - Fuel				-7.04		
	1-1-1100-1102				HST Receivable-Blended				7.04		
	1-2-1000-1010				Trade Accounts Payable				-70.72		
<hr/>											
0001123076			U		01-Aug-2020	49.47U					
	FUEL - TRUCK 517				02-Sep-2020						
	1-4-2017-2022				TR517 - Fuel				49.47		
	1-4-2017-2022				TR517 - Fuel				-4.92		
	1-1-1100-1102				HST Receivable-Blended				4.92		
	1-2-1000-1010				Trade Accounts Payable				-49.47		
<hr/>											
0001126972			U		01-Aug-2020	113.98U					
	FUEL - TRUCK 510				02-Sep-2020						
	1-4-2010-2022				TR510 - Fuel				113.98		
	1-4-2010-2022				TR510 - Fuel				-11.34		
	1-1-1100-1102				HST Receivable-Blended				11.34		
	1-2-1000-1010				Trade Accounts Payable				-113.98		
<hr/>											
0001131627			U		01-Aug-2020	49.99U					
	FUEL - TRUCK 510				02-Sep-2020						
	1-4-2010-2022				TR510 - Fuel				49.99		
	1-4-2010-2022				TR510 - Fuel				-4.97		
	1-1-1100-1102				HST Receivable-Blended				4.97		
	1-2-1000-1010				Trade Accounts Payable				-49.99		
<hr/>											
0001133390			U		01-Aug-2020	71.98U					
	FUEL - TRUCK 517				02-Sep-2020						
	1-4-2017-2022				TR517 - Fuel				71.98		
	1-4-2017-2022				TR517 - Fuel				-7.16		
	1-1-1100-1102				HST Receivable-Blended				7.16		
	1-2-1000-1010				Trade Accounts Payable				-71.98		
<hr/>											
0001135360			U		01-Aug-2020	68.22U					
	FUEL - TRUCK 510				02-Sep-2020						
	1-4-2010-2022				TR510 - Fuel				68.22		
	1-4-2010-2022				TR510 - Fuel				-6.79		
	1-1-1100-1102				HST Receivable-Blended				6.79		

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	1-2-1000-1010	Trade Accounts Payable							-68.22		
000127260			U		01-Aug-2020	70.96U					
	FUEL - TRUCK 517				02-Sep-2020						
	1-4-2017-2022	TR517 - Fuel							70.96		
	1-4-2017-2022	TR517 - Fuel							-7.06		
	1-1-1100-1102	HST Receivable-Blended							7.06		
	1-2-1000-1010	Trade Accounts Payable							-70.96		

No. Of Invoices per supplier (8) ... Total Outstanding : 542.32 Total Paid : 0.00

13143 MAGNETAWAN BAIT & TACKLE (PARKS)

0001121864			U		01-Aug-2020	63.14U					
	FUEL - SHOP STOCK				02-Sep-2020						
	1-4-7200-2022	PARKS - Equipment Fuel							63.14		
	1-4-7200-2022	PARKS - Equipment Fuel							-6.28		
	1-1-1100-1102	HST Receivable-Blended							6.28		
	1-2-1000-1010	Trade Accounts Payable							-63.14		
0001123039			U		01-Aug-2020	17.00U					
	COFFEE				02-Sep-2020						
	1-2-1000-1010	Trade Accounts Payable							-17.00		
	1-4-1200-2015	ADMIN - Office maintenance &							17.00		
0001123254			U		01-Aug-2020	11.25U					
	POWERADE				02-Sep-2020						
	1-4-7205-2020	P - Safety & Health							11.25		
	1-4-7205-2020	P - Safety & Health							-1.12		
	1-1-1100-1102	HST Receivable-Blended							1.12		
	1-2-1000-1010	Trade Accounts Payable							-11.25		
0001124955			U		01-Aug-2020	62.93U					
	FUEL - SHOP STOCK				02-Sep-2020						
	1-4-7200-2022	PARKS - Equipment Fuel							62.93		
	1-4-7200-2022	PARKS - Equipment Fuel							-6.26		
	1-1-1100-1102	HST Receivable-Blended							6.26		
	1-2-1000-1010	Trade Accounts Payable							-62.93		
0001127693			U		01-Aug-2020	15.99U					
	COFFEE				02-Sep-2020						
	1-2-1000-1010	Trade Accounts Payable							-15.99		
	1-4-1200-2015	ADMIN - Office maintenance &							15.99		
0001129074			U		01-Aug-2020	78.23U					
	FUEL - TRUCK 13				02-Sep-2020						
	1-4-7219-2022	TR13 - Fuel							78.23		
	1-4-7219-2022	TR13 - Fuel							-7.78		
	1-1-1100-1102	HST Receivable-Blended							7.78		
	1-2-1000-1010	Trade Accounts Payable							-78.23		

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Vendor Code

Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
0001130225	U		01-Aug-2020	82.86U					
FUEL - TRUCK 11			02-Sep-2020						
1-4-7216-2022			TR11 - Fuel				82.86		
1-4-7216-2022			TR11 - Fuel				-8.24		
1-1-1100-1102			HST Receivable-Blended				8.24		
1-2-1000-1010			Trade Accounts Payable				-82.86		
0001130412	U		01-Aug-2020	3.25U					
ICE			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-3.25		
1-4-7500-2010			LOCKS - Materials and Supplie				3.25		
0001131794	U		01-Aug-2020	57.43U					
FUEL - TRUCK 13			02-Sep-2020						
1-4-7219-2022			TR13 - Fuel				57.43		
1-4-7219-2022			TR13 - Fuel				-5.72		
1-1-1100-1102			HST Receivable-Blended				5.72		
1-2-1000-1010			Trade Accounts Payable				-57.43		
0001132003	U		01-Aug-2020	31.47U					
FUEL - SHOP STOCK			02-Sep-2020						
1-4-7200-2022			PARKS - Equipment Fuel				31.47		
1-4-7200-2022			PARKS - Equipment Fuel				-3.13		
1-1-1100-1102			HST Receivable-Blended				3.13		
1-2-1000-1010			Trade Accounts Payable				-31.47		
0001132309	U		01-Aug-2020	68.22U					
FUEL - TRUCK 10			02-Sep-2020						
1-4-7210-2022			TR10 - Fuel				68.22		
1-4-7210-2022			TR10 - Fuel				-6.79		
1-1-1100-1102			HST Receivable-Blended				6.79		
1-2-1000-1010			Trade Accounts Payable				-68.22		
0001132481	U		01-Aug-2020	51.93U					
FUEL - TRUCK 11			02-Sep-2020						
1-4-7216-2022			TR11 - Fuel				51.93		
1-4-7216-2022			TR11 - Fuel				-5.16		
1-1-1100-1102			HST Receivable-Blended				5.16		
1-2-1000-1010			Trade Accounts Payable				-51.93		
0001134579	U		01-Aug-2020	67.88U					
FUEL - SHOP STOCK			02-Sep-2020						
1-4-7200-2022			PARKS - Equipment Fuel				67.88		
1-4-7200-2022			PARKS - Equipment Fuel				-6.75		
1-1-1100-1102			HST Receivable-Blended				6.75		
1-2-1000-1010			Trade Accounts Payable				-67.88		
0001136561	U		01-Aug-2020	60.79U					
FUEL - TRUCK 10			02-Sep-2020						

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Batch : 85 To 85

Sequence : Supplier Name, Details As Entered

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ Amount WO No.	Cheque # / Pay Date	Paid Amount	Code Date	Discount Terms Amount
	1-4-7210-2022				TR10 - Fuel			60.79		
	1-4-7210-2022				TR10 - Fuel			-6.04		
	1-1-1100-1102				HST Receivable-Blended			6.04		
	1-2-1000-1010				Trade Accounts Payable			-60.79		
0001139115			U		01-Aug-2020	26.56U				
FOUR STROKE OIL					02-Sep-2020					
1-4-7200-2400					PARKS - Repairs & Maintenan			26.56		
1-4-7200-2400					PARKS - Repairs & Maintenan			-2.65		
1-1-1100-1102					HST Receivable-Blended			2.65		
1-2-1000-1010					Trade Accounts Payable			-26.56		
No. Of invoices per supplier (15) ...		Total Outstanding :		698.93		Total Paid :		0.00		
13144	MAGNETAWAN BAIT & TACKLE (PUBLIC WORKS)									
0001122303			U		05-Jun-2020	75.13U				
WATER AND ICE					02-Sep-2020					
1-4-4020-2010					LF - Materials/Supplies			75.13		
1-4-4020-2010					LF - Materials/Supplies			-7.47		
1-1-1100-1102					HST Receivable-Blended			7.47		
1-2-1000-1010					Trade Accounts Payable			-75.13		
0001123038			U		08-Jun-2020	3.25U				
ICE					02-Sep-2020					
1-2-1000-1010					Trade Accounts Payable			-3.25		
1-4-4030-2010					RECY - Materials/Supplies			3.25		
0001123260			U		09-Jun-2020	14.49U				
ICE AND GLOVES					02-Sep-2020					
1-4-3101-2120					J - Office			14.49		
1-4-3101-2120					J - Office			-1.44		
1-1-1100-1102					HST Receivable-Blended			1.44		
1-2-1000-1010					Trade Accounts Payable			-14.49		
0001123264			U		09-Jun-2020	99.85U				
FUEL					02-Sep-2020					
1-4-7216-2022					TR11 - Fuel			99.85		
1-4-7216-2022					TR11 - Fuel			-9.93		
1-1-1100-1102					HST Receivable-Blended			9.93		
1-2-1000-1010					Trade Accounts Payable			-99.85		
0001123279			U		09-Jun-2020	8.49U				
ICE AND BUG SPRAY					02-Sep-2020					
1-2-1000-1010					Trade Accounts Payable			-8.49		
1-4-4020-2010					LF - Materials/Supplies			8.49		
0001123762			U		11-Jun-2020	57.17U				
COFFEE CREAMER					02-Sep-2020					
1-4-3101-2120					J - Office			57.17		

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	1-4-3101-2120				J - Office				-5.69		
	1-1-1100-1102				HST Receivable-Blended				5.69		
	1-2-1000-1010				Trade Accounts Payable				-57.17		
0001125084			U		16-Jun-2020	91.00U					
	FUEL				02-Sep-2020						
	1-4-7216-2022				TR11 - Fuel				91.00		
	1-4-7216-2022				TR11 - Fuel				-9.05		
	1-1-1100-1102				HST Receivable-Blended				9.05		
	1-2-1000-1010				Trade Accounts Payable				-91.00		
0001125891			U		19-Jun-2020	18.13U					
	ICE/WATER				02-Sep-2020						
	1-4-4020-2400				LF - Repairs & Maintenance				18.13		
	1-4-4020-2400				LF - Repairs & Maintenance				-1.81		
	1-1-1100-1102				HST Receivable-Blended				1.81		
	1-2-1000-1010				Trade Accounts Payable				-18.13		
0001126063			U		20-Jun-2020	9.75U					
	ICE/WATER				02-Sep-2020						
	1-2-1000-1010				Trade Accounts Payable				-9.75		
	1-4-4020-2010				LF - Materials/Supplies				9.75		
0001126131			U		20-Jun-2020	20.26U					
	WATER/ICE				02-Sep-2020						
	1-2-1000-1010				Trade Accounts Payable				-20.26		
	1-4-4030-2400				RECY - Repairs & Maintenance				20.26		
0001126379			U		21-Jun-2020	6.50U					
	ICE				02-Sep-2020						
	1-2-1000-1010				Trade Accounts Payable				-6.50		
	1-4-4030-2010				RECY - Materials/Supplies				6.50		
0001126920			U		23-Jun-2020	3.25U					
	ICE				02-Sep-2020						
	1-2-1000-1010				Trade Accounts Payable				-3.25		
	1-4-4020-2010				LF - Materials/Supplies				3.25		
0001128481			U		28-Jun-2020	88.34U					
	FUEL				02-Sep-2020						
	1-4-7216-2022				TR11 - Fuel				88.34		
	1-4-7216-2022				TR11 - Fuel				-8.78		
	1-1-1100-1102				HST Receivable-Blended				8.78		
	1-2-1000-1010				Trade Accounts Payable				-88.34		
0001128918			U		29-Jun-2020	11.98U					
	ICE/WATER				02-Sep-2020						
	1-2-1000-1010				Trade Accounts Payable				-11.98		
	1-4-4030-2010				RECY - Materials/Supplies				11.98		

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Vendor Code	Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
0001129122	ICE/WATER	U		30-Jun-2020 02-Sep-2020	15.23U					
	1-2-1000-1010			Trade Accounts Payable				-15.23		
	1-4-4020-2010			LF - Materials/Supplies				15.23		
0001130232	ICE	U		03-Jul-2020 02-Sep-2020	6.50U					
	1-2-1000-1010			Trade Accounts Payable				-6.50		
	1-4-4030-2010			RECY - Materials/Supplies				6.50		
0001131456	ICE	U		06-Jul-2020 02-Sep-2020	6.50U					
	1-2-1000-1010			Trade Accounts Payable				-6.50		
	1-4-4300-2010			W-SYS - Materials/Supplies				6.50		
0001131599	FUEL	U		06-Jul-2020 02-Sep-2020	98.49U					
	1-4-7216-2022			TR11 - Fuel				98.49		
	1-4-7216-2022			TR11 - Fuel				-9.80		
	1-1-1100-1102			HST Receivable-Blended				9.80		
	1-2-1000-1010			Trade Accounts Payable				-98.49		
0001131801	FUEL/WATER/ICE	U		07-Jul-2020 02-Sep-2020	88.17U					
	1-4-4020-2400			LF - Repairs & Maintenance				88.17		
	1-4-4020-2400			LF - Repairs & Maintenance				-8.77		
	1-1-1100-1102			HST Receivable-Blended				8.77		
	1-2-1000-1010			Trade Accounts Payable				-88.17		
0001133969	FUEL	U		13-Jul-2020 02-Sep-2020	97.50U					
	1-4-7216-2022			TR11 - Fuel				97.50		
	1-4-7216-2022			TR11 - Fuel				-9.70		
	1-1-1100-1102			HST Receivable-Blended				9.70		
	1-2-1000-1010			Trade Accounts Payable				-97.50		
0001134141	ICE/WATER	U		14-Jul-2020 02-Sep-2020	18.48U					
	1-2-1000-1010			Trade Accounts Payable				-18.48		
	1-4-4020-2010			LF - Materials/Supplies				18.48		
0001135585	ICE/WATER	U		18-Jul-2020 02-Sep-2020	12.49U					
	1-2-1000-1010			Trade Accounts Payable				-12.49		
	1-4-4020-2010			LF - Materials/Supplies				12.49		
0001136030	FUEL/WATER	U		19-Jul-2020 02-Sep-2020	120.64U					
	1-4-7216-2022			TR11 - Fuel				120.64		
	1-4-7216-2022			TR11 - Fuel				-12.00		

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Vendor Code	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
1-1-1100-1102			HST Receivable-Blended				12.00		
1-2-1000-1010			Trade Accounts Payable				-120.64		
0001136737	U		21-Jul-2020	6.50U					
ICE			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-6.50		
1-4-4020-2010			LF - Materials/Supplies				6.50		
000113751	U		10-Jul-2020	6.50U					
ICE			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-6.50		
1-4-4020-2010			LF - Materials/Supplies				6.50		
0001137640	U		24-Jul-2020	6.50U					
ICE			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-6.50		
1-4-4020-2010			LF - Materials/Supplies				6.50		
0001137937	U		25-Jul-2020	18.48U					
ICE/WATER			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-18.48		
1-4-4020-2010			LF - Materials/Supplies				18.48		
0001138409	U		26-Jul-2020	6.50U					
ICE			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-6.50		
1-4-4030-2010			RECY - Materials/Supplies				6.50		
0001138524	U		26-Jul-2020	9.24U					
WATER/ICE			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-9.24		
1-4-4020-2010			LF - Materials/Supplies				9.24		
0001140157	U		31-Jul-2020	38.84U					
WATER/FUEL			02-Sep-2020						
1-4-4020-2010			LF - Materials/Supplies				38.84		
1-4-4020-2010			LF - Materials/Supplies				-3.86		
1-1-1100-1102			HST Receivable-Blended				3.86		
1-2-1000-1010			Trade Accounts Payable				-38.84		
0001140725	U		01-Aug-2020	9.24U					
WATER/ICE			02-Sep-2020						
1-2-1000-1010			Trade Accounts Payable				-9.24		
1-4-4030-2010			RECY - Materials/Supplies				9.24		

No. Of invoices per supplier (31) ... Total Outstanding : 1073.39 Total Paid : 0.00

13010 MAGNETAWAN BUILDING CENTRE (COM DEV)

101-43105	U		08-Aug-2020	61.01U					
PRIMER FOR MURAL			02-Sep-2020						

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Vendor Code	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
1-4-7600-8000			HERITAGE - Capital				61.01		
1-4-7600-8000			HERITAGE - Capital				-6.07		
1-1-1100-1102			HST Receivable-Blended				6.07		
1-2-1000-1010			Trade Accounts Payable				-61.01		
101-43351	U		10-Aug-2020 02-Sep-2020	15.94U					
GARBAGE BAGS AND CLEANER									
1-4-7600-2010			HERITAGE - Repairs and Supp				15.94		
1-4-7600-2010			HERITAGE - Repairs and Supp				-1.58		
1-1-1100-1102			HST Receivable-Blended				1.58		
1-2-1000-1010			Trade Accounts Payable				-15.94		
101-43442	U		11-Aug-2020 02-Sep-2020	131.14U					
PAINT FOR MURAL									
1-4-7600-8000			HERITAGE - Capital				131.14		
1-4-7600-8000			HERITAGE - Capital				-13.05		
1-1-1100-1102			HST Receivable-Blended				13.05		
1-2-1000-1010			Trade Accounts Payable				-131.14		
101-43769	U		13-Aug-2020 02-Sep-2020	11.98U					
LOCKS MATERIALS AND SUPPLIES									
1-2-1000-1010			Trade Accounts Payable				-11.98		
1-4-7500-2010			LOCKS - Materials and Supplie				11.98		
101-43910	U		14-Aug-2020 02-Sep-2020	5.99U					
REPAIRS AND SUPPLIES - WATER									
1-2-1000-1010			Trade Accounts Payable				-5.99		
1-4-7600-2010			HERITAGE - Repairs and Supp				5.99		
101-44354	U		18-Aug-2020 02-Sep-2020	22.36U					
PAINT FOR DESK									
1-4-7600-2010			HERITAGE - Repairs and Supp				22.36		
1-4-7600-2010			HERITAGE - Repairs and Supp				-2.22		
1-1-1100-1102			HST Receivable-Blended				2.22		
1-2-1000-1010			Trade Accounts Payable				-22.36		
101-44674	U		21-Aug-2020 02-Sep-2020	11.98U					
WATER CASES									
1-2-1000-1010			Trade Accounts Payable				-11.98		
1-4-7500-2010			LOCKS - Materials and Supplie				11.98		
101-45096	U		24-Aug-2020 02-Sep-2020	5.99U					
WATER									
1-2-1000-1010			Trade Accounts Payable				-5.99		
1-4-7600-2010			HERITAGE - Repairs and Supp				5.99		
103-60572	U		07-Aug-2020 02-Sep-2020	5.99U					
WATER FOR LOCKS									
1-2-1000-1010			Trade Accounts Payable				-5.99		
1-4-7500-2010			LOCKS - Materials and Supplie				5.99		

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Batch : 85 To 85
Sequence : Supplier Name, Details As Entered

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Code	Terms
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No. Of invoices per supplier (9) ... Total Outstanding : 272.38 Total Paid : 0.00

13013 MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)

101-44409	U			19-Aug-2020	26.18	U					
CLEANING SUPPLIES				02-Sep-2020							
1-4-2000-2010				FD - Materials and Supplies					26.18		
1-4-2000-2010				FD - Materials and Supplies					-2.60		
1-1-1100-1102				HST Receivable-Blended					2.60		
1-2-1000-1010				Trade Accounts Payable					-26.18		

No. Of invoices per supplier (1) ... Total Outstanding : 26.18 Total Paid : 0.00

13014 MAGNETAWAN BUILDING CENTRE (LANDFILL)

101-42215	U			01-Aug-2020	9.37	U					
LANDFILL SURVEILLANCE				02-Sep-2020							
1-4-4020-2420				LF - Landfill Surveillance					4.69		
1-4-4030-2420				RECY - Landfill Surveillance					4.68		
1-4-4030-2420				RECY - Landfill Surveillance					-0.47		
1-4-4020-2420				LF - Landfill Surveillance					-0.47		
1-1-1100-1102				HST Receivable-Blended					0.94		
1-2-1000-1010				Trade Accounts Payable					-9.37		

101-42961	U			07-Aug-2020	54.06	U					
SHOP TOWELS				02-Sep-2020							
1-4-4020-2010				LF - Materials/Supplies					27.03		
1-4-4030-2010				RECY - Materials/Supplies					27.03		
1-4-4030-2010				RECY - Materials/Supplies					-2.69		
1-4-4020-2010				LF - Materials/Supplies					-2.69		
1-1-1100-1102				HST Receivable-Blended					5.38		
1-2-1000-1010				Trade Accounts Payable					-54.06		

102-14611	U			15-Aug-2020	3.94	U					
REPAIRS AND MAINTENANCE				02-Sep-2020							
1-4-4020-2400				LF - Repairs & Maintenance					3.94		
1-4-4020-2400				LF - Repairs & Maintenance					-0.39		
1-1-1100-1102				HST Receivable-Blended					0.39		
1-2-1000-1010				Trade Accounts Payable					-3.94		

103-60079	U			31-Jul-2020	100.82	U					
LANDFILL SURVEILLANCE				02-Sep-2020							
1-4-4020-2420				LF - Landfill Surveillance					50.41		
1-4-4030-2420				RECY - Landfill Surveillance					50.41		
1-4-4030-2420				RECY - Landfill Surveillance					-5.01		
1-4-4020-2420				LF - Landfill Surveillance					-5.01		
1-1-1100-1102				HST Receivable-Blended					10.02		
1-2-1000-1010				Trade Accounts Payable					-100.82		

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	103-60114	LANDFILL SURVEILLANCE	U		01-Aug-2020	12.86U					
	1-4-4020-2420	1-4-4020-2420			02-Sep-2020						
	1-4-4030-2420	1-4-4030-2420			LF - Landfill Surveillance				6.43		
	1-4-4030-2420	1-4-4030-2420			RECY - Landfill Surveillance				6.43		
	1-4-4030-2420	1-4-4030-2420			RECY - Landfill Surveillance				-0.64		
	1-4-4020-2420	1-4-4020-2420			LF - Landfill Surveillance				-0.64		
	1-1-1100-1102	1-1-1100-1102			HST Receivable-Blended				1.28		
	1-2-1000-1010	1-2-1000-1010			Trade Accounts Payable				-12.86		
	103-61089	PROPANE TANK REPAIR	U		14-Aug-2020	9.19U					
	1-4-4020-2400	1-4-4020-2400			02-Sep-2020						
	1-4-4020-2400	1-4-4020-2400			LF - Repairs & Maintenance				9.19		
	1-1-1100-1102	1-1-1100-1102			HST Receivable-Blended				-0.92		
	1-2-1000-1010	1-2-1000-1010			Trade Accounts Payable				0.92		
	1-2-1000-1010	1-2-1000-1010			Trade Accounts Payable				-9.19		
	103-61193	PROPANE TANK REPAIR	U		15-Aug-2020	47.78U					
	1-4-4020-2400	1-4-4020-2400			02-Sep-2020						
	1-4-4020-2400	1-4-4020-2400			LF - Repairs & Maintenance				47.78		
	1-4-4020-2400	1-4-4020-2400			LF - Repairs & Maintenance				-4.76		
	1-1-1100-1102	1-1-1100-1102			HST Receivable-Blended				4.76		
	1-2-1000-1010	1-2-1000-1010			Trade Accounts Payable				-47.78		
	103-61238	ARMOUR-ALL	U		17-Aug-2020	11.85U					
	1-4-4020-2010	1-4-4020-2010			02-Sep-2020						
	1-4-4020-2010	1-4-4020-2010			LF - Materials/Supplies				11.85		
	1-4-4020-2010	1-4-4020-2010			LF - Materials/Supplies				-1.18		
	1-1-1100-1102	1-1-1100-1102			HST Receivable-Blended				1.18		
	1-2-1000-1010	1-2-1000-1010			Trade Accounts Payable				-11.85		
	103-61579	REPAIR	U		21-Aug-2020	10.49U					
	1-4-4020-2400	1-4-4020-2400			02-Sep-2020						
	1-4-4020-2400	1-4-4020-2400			LF - Repairs & Maintenance				10.49		
	1-4-4020-2400	1-4-4020-2400			LF - Repairs & Maintenance				-1.05		
	1-1-1100-1102	1-1-1100-1102			HST Receivable-Blended				1.05		
	1-2-1000-1010	1-2-1000-1010			Trade Accounts Payable				-10.49		
	104-48472	PARTS	U		01-Aug-2020	3.14U					
	1-4-4030-2400	1-4-4030-2400			02-Sep-2020						
	1-4-4030-2400	1-4-4030-2400			RECY - Repairs & Maintenance				3.14		
	1-4-4030-2400	1-4-4030-2400			RECY - Repairs & Maintenance				-0.31		
	1-1-1100-1102	1-1-1100-1102			HST Receivable-Blended				0.31		
	1-2-1000-1010	1-2-1000-1010			Trade Accounts Payable				-3.14		
	104-48906	NO TRESPASSING SIGNAGE	U		08-Aug-2020	15.76U					
	1-4-4020-2010	1-4-4020-2010			02-Sep-2020						
	1-4-4030-2010	1-4-4030-2010			LF - Materials/Supplies				7.88		
	1-4-4030-2010	1-4-4030-2010			RECY - Materials/Supplies				7.88		
	1-4-4030-2010	1-4-4030-2010			RECY - Materials/Supplies				-0.79		



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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	1-4-4020-2010				LF - Materials/Supplies				-0.79		
	1-1-1100-1102				HST Receivable-Blended				1.58		
	1-2-1000-1010				Trade Accounts Payable				-15.76		
105-4911			U		04-Aug-2020	37.26U					
CAMERA					02-Sep-2020						
	1-4-4020-2420				LF - Landfill Surveillance				18.63		
	1-4-4030-2420				RECY - Landfill Surveillance				18.63		
	1-4-4030-2420				RECY - Landfill Surveillance				-1.85		
	1-4-4020-2420				LF - Landfill Surveillance				-1.85		
	1-1-1100-1102				HST Receivable-Blended				3.70		
	1-2-1000-1010				Trade Accounts Payable				-37.26		

No. Of invoices per supplier (12) ... Total Outstanding : 316.52 Total Paid : 0.00

13011 MAGNETAWAN BUILDING CENTRE (PARKS)

101-42610			U		05-Aug-2020	7.11U					
SANDPAPER					02-Sep-2020						
	1-4-7200-2400				PARKS - Repairs & Maintenance				7.11		
	1-4-7200-2400				PARKS - Repairs & Maintenance				-0.71		
	1-1-1100-1102				HST Receivable-Blended				0.71		
	1-2-1000-1010				Trade Accounts Payable				-7.11		
101-45125			U		25-Aug-2020	23.37U					
FOR PARKS BOAT					02-Sep-2020						
	1-4-7200-2010				PARKS - Materials/Supplies				23.37		
	1-4-7200-2010				PARKS - Materials/Supplies				-2.33		
	1-1-1100-1102				HST Receivable-Blended				2.33		
	1-2-1000-1010				Trade Accounts Payable				-23.37		
103-60457			U		06-Aug-2020	12.17U					
SUPPLIES					02-Sep-2020						
	1-4-7300-2010				HALL - Materials/Supplies				12.17		
	1-4-7300-2010				HALL - Materials/Supplies				-1.40		
	1-1-1100-1101				HST Receivable-100%				1.40		
	1-2-1000-1010				Trade Accounts Payable				-12.17		
103-60458			U		06-Aug-2020	94.46U					
PAINT/PAINT SUPPLIES					02-Sep-2020						
	1-4-7600-2010				HERITAGE - Repairs and Supp				94.46		
	1-4-7600-2010				HERITAGE - Repairs and Supp				-9.40		
	1-1-1100-1102				HST Receivable-Blended				9.40		
	1-2-1000-1010				Trade Accounts Payable				-94.46		
103-60499			U		07-Aug-2020	52.82U					
WHARFHOUSE DOOR KNOB					02-Sep-2020						
	1-4-7200-2015				PARKS - Vandalism				52.82		
	1-4-7200-2015				PARKS - Vandalism				-5.26		

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Terms Code Date	Amount
	1-1-1100-1102				HST Receivable-Blended			5.26		
	1-2-1000-1010				Trade Accounts Payable			-52.82		
103-60884		LUMBER FOR SECOND BENCH COMMUNITY CENTRE	U		12-Aug-2020 02-Sep-2020	66.47U				
	1-4-7300-2010				HALL - Materials/Supplies			66.47		
	1-4-7300-2010				HALL - Materials/Supplies			-7.65		
	1-1-1100-1101				HST Receivable-100%			7.65		
	1-2-1000-1010				Trade Accounts Payable			-66.47		
103-60885		LIGHT FIXTURE FOR HALL FURNACE ROOM	U		12-Aug-2020 02-Sep-2020	45.74U				
	1-4-7300-2400				HALL - Repairs & Maintenance			45.74		
	1-4-7300-2400				HALL - Repairs & Maintenance			-5.26		
	1-1-1100-1101				HST Receivable-100%			5.26		
	1-2-1000-1010				Trade Accounts Payable			-45.74		
103-60901		FOR MENS TOILET PAVILION	U		12-Aug-2020 02-Sep-2020	19.31U				
	1-4-7300-2400				HALL - Repairs & Maintenance			19.31		
	1-4-7300-2400				HALL - Repairs & Maintenance			-2.22		
	1-1-1100-1101				HST Receivable-100%			2.22		
	1-2-1000-1010				Trade Accounts Payable			-19.31		
103-61430		PARKS UTILITY ROOM	U		19-Aug-2020 02-Sep-2020	37.05U				
	1-4-7200-2400				PARKS - Repairs & Maintenance			37.05		
	1-4-7200-2400				PARKS - Repairs & Maintenance			-3.68		
	1-1-1100-1102				HST Receivable-Blended			3.68		
	1-2-1000-1010				Trade Accounts Payable			-37.05		
103-61843		TRUCK 11 WATER BARREL STORAGE	U		25-Aug-2020 02-Sep-2020	13.21U				
	1-4-7200-2010				PARKS - Materials/Supplies			13.21		
	1-4-7200-2010				PARKS - Materials/Supplies			-1.31		
	1-1-1100-1102				HST Receivable-Blended			1.31		
	1-2-1000-1010				Trade Accounts Payable			-13.21		
104-48842		REPAIRS TO DOOR AT WHARFHOUSE	U		07-Aug-2020 02-Sep-2020	3.73U				
	1-4-7200-2015				PARKS - Vandalism			3.73		
	1-4-7200-2015				PARKS - Vandalism			-0.37		
	1-1-1100-1102				HST Receivable-Blended			0.37		
	1-2-1000-1010				Trade Accounts Payable			-3.73		
104-48999		GARBAGE BAGS	U		10-Aug-2020 02-Sep-2020	198.26U				
	1-4-7200-2010				PARKS - Materials/Supplies			198.26		
	1-4-7200-2010				PARKS - Materials/Supplies			-19.72		

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Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Code Date	Terms Amount
	1-1-1100-1102				HST Receivable-Blended			19.72		
	1-2-1000-1010				Trade Accounts Payable			-198.26		
104-49489		CLEANER	U		17-Aug-2020 02-Sep-2020	30.50U				
	1-4-7200-2010				PARKS - Materials/Supplies			30.50		
	1-4-7200-2010				PARKS - Materials/Supplies			-3.03		
	1-1-1100-1102				HST Receivable-Blended			3.03		
	1-2-1000-1010				Trade Accounts Payable			-30.50		
104-49490		VARIOUS WATER SYSTEMS - WATER SOFTENER	U		17-Aug-2020 02-Sep-2020	90.29U				
	1-4-4300-2010				W-SYS - Materials/Supplies			90.29		
	1-4-4300-2010				W-SYS - Materials/Supplies			-8.98		
	1-1-1100-1102				HST Receivable-Blended			8.98		
	1-2-1000-1010				Trade Accounts Payable			-90.29		
105-4979		ENDS FOR SECOND BENCH AT COMM CENTRE	U		10-Aug-2020 02-Sep-2020	223.73U				
	1-4-7300-2400				HALL - Repairs & Maintenance			223.73		
	1-4-7300-2400				HALL - Repairs & Maintenance			-25.74		
	1-1-1100-1101				HST Receivable-100%			25.74		
	1-2-1000-1010				Trade Accounts Payable			-223.73		
No. Of invoices per supplier (15) ...		Total Outstanding :		918.22	Total Paid :		0.00			
13012	MAGNETAWAN BUILDING CENTRE (ROADS)									
101-43350		SANDING/SALTING	U		10-Aug-2020 02-Sep-2020	21.30U				
	1-4-3052-2010				E2 - Materials/Supplies			21.30		
	1-4-3052-2010				E2 - Materials/Supplies			-2.12		
	1-1-1100-1102				HST Receivable-Blended			2.12		
	1-2-1000-1010				Trade Accounts Payable			-21.30		
101-43352		SALTING/SANDING	U		10-Aug-2020 02-Sep-2020	7.88U				
	1-4-3052-2010				E2 - Materials/Supplies			7.88		
	1-4-3052-2010				E2 - Materials/Supplies			-0.79		
	1-1-1100-1102				HST Receivable-Blended			0.79		
	1-2-1000-1010				Trade Accounts Payable			-7.88		
101-44248		ROADS OFFICE SUPPLY	U		18-Aug-2020 02-Sep-2020	53.99U				
	1-4-3101-2120				J - Office			53.99		
	1-4-3101-2120				J - Office			-5.37		
	1-1-1100-1102				HST Receivable-Blended			5.37		
	1-2-1000-1010				Trade Accounts Payable			-53.99		

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Vendor Code	Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount	
	102-14380	U		06-Aug-2020				16.94U			
	BATTERIES			02-Sep-2020							
	1-4-3101-2010			J - Materials/Supplies						16.94	
	1-4-3101-2010			J - Materials/Supplies						-1.69	
	1-1-1100-1102			HST Receivable-Blended						1.69	
	1-2-1000-1010			Trade Accounts Payable						-16.94	
	103-61384	U		19-Aug-2020				38.18U			
	SAFETY DEVICES			02-Sep-2020							
	1-4-3061-2010			F - Materials/Supplies						38.18	
	1-4-3061-2010			F - Materials/Supplies						-3.80	
	1-1-1100-1102			HST Receivable-Blended						3.80	
	1-2-1000-1010			Trade Accounts Payable						-38.18	
	103-61478	U		20-Aug-2020				13.55U			
	SAFETY DEVICES			02-Sep-2020							
	1-4-3061-2010			F - Materials/Supplies						13.55	
	1-4-3061-2010			F - Materials/Supplies						-1.35	
	1-1-1100-1102			HST Receivable-Blended						1.35	
	1-2-1000-1010			Trade Accounts Payable						-13.55	
	104-48815	U		07-Aug-2020				33.88U			
	CLEANER			02-Sep-2020							
	1-4-3101-2120			J - Office						33.88	
	1-4-3101-2120			J - Office						-3.37	
	1-1-1100-1102			HST Receivable-Blended						3.37	
	1-2-1000-1010			Trade Accounts Payable						-33.88	
No. Of invoices per supplier (7) ...				Total Outstanding :		Total Paid :				185.72	0.00
13035 MATHEWS DINSDALE & CLARK LLP											
	396717	U		21-Jul-2020				3882.41U			
	APRIL FEES LABOUR			02-Sep-2020							
	1-4-1200-2215			ADMIN - Legal fees-labour						3882.41	
	1-4-1200-2215			ADMIN - Legal fees-labour						-386.18	
	1-1-1100-1102			HST Receivable-Blended						386.18	
	1-2-1000-1010			Trade Accounts Payable						-3882.41	
No. Of invoices per supplier (1) ...				Total Outstanding :		Total Paid :				3882.41	0.00
13160 MUSKOKA RENT ALL											
	364690	U		18-Aug-2020				180.57U			
	LINE TRIMMER HEADS			02-Sep-2020							
	1-4-7200-2010			PARKS - Materials/Supplies						180.57	
	1-4-7200-2010			PARKS - Materials/Supplies						-17.96	
	1-1-1100-1102			HST Receivable-Blended						17.96	
	1-2-1000-1010			Trade Accounts Payable						-180.57	



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No. Of invoices per supplier (1) ... Total Outstanding : 180.57 Total Paid : 0.00

14062 NEAR NORTH INDUSTRIAL SOLUTIONS

69103			U		05-Aug-2020				25.95U		
HYDRAULIC HOSE - RENTAL EXCAVATOR											
1-4-3023-3015					02-Sep-2020						
										B3 - Rented Equipment-Excavator	-2.59
1-1-1100-1102											2.59
										HST Receivable-Blended	
1-2-1000-1010											-25.95
										Trade Accounts Payable	
1-4-3023-3015											25.95
										B3 - Rented Equipment-Excavator	

No. Of invoices per supplier (1) ... Total Outstanding : 25.95 Total Paid : 0.00

14063 NEAR NORTH LABORATORIES INC.

79104			U		14-Aug-2020				128.03U		
WATER TESTING AUGUST 2020											
1-4-4300-2010					02-Sep-2020						
										W-SYS - Materials/Supplies	128.03
1-4-4300-2010											-12.74
										W-SYS - Materials/Supplies	
1-1-1100-1102											12.74
										HST Receivable-Blended	
1-2-1000-1010											-128.03
										Trade Accounts Payable	

No. Of invoices per supplier (1) ... Total Outstanding : 128.03 Total Paid : 0.00

14093 NOVEXCO INC.

403529275			U		10-Aug-2020				171.59U		
PAPER											
1-4-1200-2010					02-Sep-2020						
										ADMIN - Office Supplies	171.59
1-4-1200-2010											-17.07
										ADMIN - Office Supplies	
1-1-1100-1102											17.07
										HST Receivable-Blended	
1-2-1000-1010											-171.59
										Trade Accounts Payable	

403572064			U		21-Aug-2020				510.01U		
FIRST AID KIT											
1-4-1200-2010					02-Sep-2020						
										ADMIN - Office Supplies	510.01
1-4-1200-2010											-50.73
										ADMIN - Office Supplies	
1-1-1100-1102											50.73
										HST Receivable-Blended	
1-2-1000-1010											-510.01
										Trade Accounts Payable	

No. Of invoices per supplier (2) ... Total Outstanding : 681.60 Total Paid : 0.00

15068 ORKIN CANADA CORPORATION

C-2059509			U		18-Aug-2020				240.13U		
MONTHLY PEST CONTROL - AUGUST 2020											
1-4-7300-2400					02-Sep-2020						
										HALL - Repairs & Maintenance	-27.63
1-1-1100-1101											27.63
										HST Receivable-100%	
1-2-1000-1010											-240.13
										Trade Accounts Payable	
1-4-7300-2400											240.13
										HALL - Repairs & Maintenance	



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No. Of invoices per supplier (1) ... Total Outstanding : 240.13 Total Paid : 0.00

16200 POLLARD DISTRIBUTION INC

3056	U			24-Jun-2020				28307.28U		
DUST CONTROL				02-Sep-2020						
1-4-3043-2010				D3 - Materials/Supplies						28307.28
1-4-3043-2010				D3 - Materials/Supplies						-2815.70
1-1-1100-1102				HST Receivable-Blended						2815.70
1-2-1000-1010				Trade Accounts Payable						-28307.28

No. Of invoices per supplier (1) ... Total Outstanding : 28307.28 Total Paid : 0.00

16047 PRESBYTERIAN LADIES AID

141950	U			18-Aug-2020				632.80U		
D&D COUNTRY QUILY SHOW COMMUNITY CENTRE				02-Sep-2020						
BOOKING CANCELLATION										
1-3-7300-7725				Revenue- Mag Com Centre &						632.80
1-3-7300-7725				Revenue- Mag Com Centre &						-72.80
1-1-1100-1101				HST Receivable-100%						72.80
1-2-1000-1010				Trade Accounts Payable						-632.80

No. Of invoices per supplier (1) ... Total Outstanding : 632.80 Total Paid : 0.00

16040 PUROLATOR INC

445143049	U			31-Jul-2020				5.96U		
SHIPPING FOR FIRE DEPT CO MONITORS TO AJ				02-Sep-2020						
STONE										
1-4-2000-7130				FD - Equipment Repairs & Mai						5.96
1-4-2000-7130				FD - Equipment Repairs & Mai						-0.60
1-1-1100-1102				HST Receivable-Blended						0.60
1-2-1000-1010				Trade Accounts Payable						-5.96

No. Of invoices per supplier (1) ... Total Outstanding : 5.96 Total Paid : 0.00

23045 R.C. WEIDMARK SERVICES

6004	U			11-Aug-2020				57.91U		
PARTS				02-Sep-2020						
1-4-7213-2070				TRACTOR 2 - Repairs						57.91
1-4-7213-2070				TRACTOR 2 - Repairs						-5.76
1-1-1100-1102				HST Receivable-Blended						5.76
1-2-1000-1010				Trade Accounts Payable						-57.91

No. Of invoices per supplier (1) ... Total Outstanding : 57.91 Total Paid : 0.00

03064 RIVERSTONE ENVIRONMENTAL SOLUTIONS INC

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Vendor Code								Discount Terms	
Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Code Date	Amount
5572	U		11-Aug-2020	904.00	U				
PLANNING BOBOLINK STUDY			02-Sep-2020						
1-4-6350-4030			BUILDING - Planning				904.00		
1-4-6350-4030			BUILDING - Planning				-89.92		
1-1-1100-1102			HST Receivable-Blended				89.92		
1-2-1000-1010			Trade Accounts Payable				-904.00		

No. Of invoices per supplier (1) ... Total Outstanding : 904.00 Total Paid : 0.00

19017 SAFETYCARE INC

65780	U		05-Aug-2020	1073.50					
SAFETY VIDEO HUB TRAINING FOR STAFF			02-Sep-2020						
1-4-3061-2010			F - Materials/Supplies				1073.50		
1-4-3061-2010			F - Materials/Supplies				-106.78		
1-1-1100-1102			HST Receivable-Blended				106.78		
1-2-1000-1010			Trade Accounts Payable				-1073.50		

No. Of invoices per supplier (1) ... Total Outstanding : 1073.50 Total Paid : 0.00

04120 SAM DUNNETT

AUG 19 2020	U		24-Aug-2020	38.50					
CAPB MILEAGE			02-Sep-2020						
1-4-1000-2010			COUNCIL - Materials and Supp				38.50		
1-4-1000-2010			COUNCIL - Materials and Supp				-3.83		
1-1-1100-1102			HST Receivable-Blended				3.83		
1-2-1000-1010			Trade Accounts Payable				-38.50		

No. Of invoices per supplier (1) ... Total Outstanding : 38.50 Total Paid : 0.00

19008 SDB TRUCK & EQUIPMENT REPAIRS

11447	U		10-Aug-2020	169.50					
JULY 2020 MONTHLY INSPECTION TRUCK 27			02-Sep-2020						
1-4-3227-2070			TR27 - Repairs				169.50		
1-4-3227-2070			TR27 - Repairs				-16.86		
1-1-1100-1102			HST Receivable-Blended				16.86		
1-2-1000-1010			Trade Accounts Payable				-169.50		

11462	U		14-Aug-2020	702.86					
SAFETY INSPECTION TRUCK 24			02-Sep-2020						
1-4-3224-2070			TR24 - Repairs				702.86		
1-4-3224-2070			TR24 - Repairs				-69.91		
1-1-1100-1102			HST Receivable-Blended				69.91		
1-2-1000-1010			Trade Accounts Payable				-702.86		

11465	U		14-Aug-2020	300.58					
TRUCK 27 MONTHLY INSPECTIONS			02-Sep-2020						
1-4-3227-2070			TR27 - Repairs				300.58		

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	1-4-3227-2070				TR27 - Repairs			-29.90		
	1-1-1100-1102				HST Receivable-Blended			29.90		
	1-2-1000-1010				Trade Accounts Payable			-300.58		
11468			U		14-Aug-2020	169.50U				
	TRUCK 28 MONTHLY INSPECTIONS				02-Sep-2020					
	1-4-3228-2070				TR28 - Repairs			169.50		
	1-4-3228-2070				TR28 - Repairs			-16.86		
	1-1-1100-1102				HST Receivable-Blended			16.86		
	1-2-1000-1010				Trade Accounts Payable			-169.50		
11469			U		14-Aug-2020	169.50U				
	TRUCK 29 MONTHLY INSPECTION				02-Sep-2020					
	1-4-3224-2070				TR24 - Repairs			169.50		
	1-4-3224-2070				TR24 - Repairs			-16.86		
	1-1-1100-1102				HST Receivable-Blended			16.86		
	1-2-1000-1010				Trade Accounts Payable			-169.50		
11470			U		15-Aug-2020	96.05U				
	MONTHLY INSPECTION				02-Sep-2020					
	1-4-7218-2070				TR12 - Repairs			96.05		
	1-4-7218-2070				TR12 - Repairs			-9.55		
	1-1-1100-1102				HST Receivable-Blended			9.55		
	1-2-1000-1010				Trade Accounts Payable			-96.05		

No. Of invoices per supplier (6) ... Total Outstanding : 1607.99 Total Paid : 0.00

19083 SELECTCOM

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Discount Terms Code Date	Amount
004866925			U		09-Aug-2020	618.90U				
	JULY 2020 LONG DISTANCE CHARGES				02-Sep-2020					
	1-4-1200-2050				ADMIN - Telephone			273.29		
	1-4-1200-2050				ADMIN - Telephone			-31.44		
	1-1-1100-1101				HST Receivable-100%			31.44		
	1-4-2005-2050				MAG STATION - Telephone			126.02		
	1-4-2005-2050				MAG STATION - Telephone			-12.54		
	1-4-2100-2050				CBO - Telephone			41.42		
	1-4-2100-2050				CBO - Telephone			-4.12		
	1-4-3101-2050				J - Telephone			54.64		
	1-4-3101-2050				J - Telephone			-5.44		
	1-4-7205-2050				P - Telephone			41.10		
	1-4-7205-2050				P - Telephone			-4.09		
	1-4-7300-2050				HALL - Telephone			41.33		
	1-4-7700-2050				AHMIC - Telephone			41.10		
	1-4-7700-2050				AHMIC - Telephone			-4.09		
	1-4-7300-2050				HALL - Telephone			-4.11		
	1-1-1100-1102				HST Receivable-Blended			34.39		
	1-2-1000-1010				Trade Accounts Payable			-618.90		

Invoice Audit Trail



Fiscal Year: 2020
Fiscal Period: 9

Batch : 85 To 85
Sequence : Supplier Name, Details As Entered

Vendor Code	Invoice Number	Invoice Description	Status	P O #	Invoice Date/ Due Date	Invoice Amount	Posted/ WO No.	Cheque # / Pay Date	Paid Amount	Code Date	Discount Terms Amount
No. Of invoices per supplier (1) ...					Total Outstanding :	618.90	Total Paid :		0.00		
19007	SERVICE 1 MUFFLERS & MORE										
63066			U		24-Jul-2020	66.13					
TRUCK #22 REPAIRS					02-Sep-2020						
1-4-3222-2070					TR22 - Repairs				66.13		
1-4-3222-2070					TR22 - Repairs				-6.58		
1-1-1100-1102					HST Receivable-Blended				6.58		
1-2-1000-1010					Trade Accounts Payable				-66.13		
No. Of invoices per supplier (1) ...					Total Outstanding :	66.13	Total Paid :		0.00		
19043	SILVER SCREEN PRINTING										
1315			U		20-Aug-2020	19.98					
FOR ROADS LOGO ON SAFETY VEST					02-Sep-2020						
1-4-3061-2020					F - Safety-PPE				19.98		
1-4-3061-2020					F - Safety-PPE				-1.99		
1-1-1100-1102					HST Receivable-Blended				1.99		
1-2-1000-1010					Trade Accounts Payable				-19.98		
No. Of invoices per supplier (1) ...					Total Outstanding :	19.98	Total Paid :		0.00		
19037	SLING-CHOKER MFG. (NORTH BAY) LTD.										
82454			U		16-Jun-2020	182.34					
ROADS SAFETY DEVICES					02-Sep-2020						
1-4-3061-2020					F - Safety-PPE				182.34		
1-4-3061-2020					F - Safety-PPE				-18.14		
1-1-1100-1102					HST Receivable-Blended				18.14		
1-2-1000-1010					Trade Accounts Payable				-182.34		
No. Of invoices per supplier (1) ...					Total Outstanding :	182.34	Total Paid :		0.00		
19055	STAPLES BUSINESS ADVANTAGE										
53599721			U		26-Jun-2020	45.18					
LANDFILL RECIEPT BOOK					02-Sep-2020						
1-4-4020-2010					LF - Materials/Supplies				45.18		
1-4-4020-2010					LF - Materials/Supplies				-4.50		
1-1-1100-1102					HST Receivable-Blended				4.50		
1-2-1000-1010					Trade Accounts Payable				-45.18		
No. Of invoices per supplier (1) ...					Total Outstanding :	16.92	Total Paid :		0.00		
53604335			U		29-Jun-2020	16.92					
ROADS OFFICE					02-Sep-2020						
1-4-3101-2120					J - Office				16.92		
1-4-3101-2120					J - Office				-1.69		
1-1-1100-1102					HST Receivable-Blended				1.69		
1-2-1000-1010					Trade Accounts Payable				-16.92		



Invoice Audit Trail

Fiscal Year: 2020

Fiscal Period: 9

Batch : 85 To 85

Sequence : Supplier Name, Details As Entered

Vendor Code	Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	53876255	U		10-Aug-2020				38.70U		
	GENERAL OFFICE			02-Sep-2020						
	1-4-1200-2010			ADMIN - Office Supplies						38.70
	1-4-1200-2010			ADMIN - Office Supplies						-3.85
	1-1-1100-1102			HST Receivable-Blended						3.85
	1-2-1000-1010			Trade Accounts Payable						-38.70
	53881949	U		11-Aug-2020				43.38U		
	GENERAL OFFICE SUPPLIES			02-Sep-2020						
	1-4-1200-2010			ADMIN - Office Supplies						43.38
	1-4-1200-2010			ADMIN - Office Supplies						-4.31
	1-1-1100-1102			HST Receivable-Blended						4.31
	1-2-1000-1010			Trade Accounts Payable						-43.38
	53945300	U		19-Aug-2020				59.71U		
	OFFICE SUPPLIES			02-Sep-2020						
	1-4-1200-2010			ADMIN - Office Supplies						59.71
	1-4-1200-2010			ADMIN - Office Supplies						-5.94
	1-1-1100-1102			HST Receivable-Blended						5.94
	1-2-1000-1010			Trade Accounts Payable						-59.71
	53967700	U		21-Aug-2020				12.42U		
	GENERAL ADMIN			02-Sep-2020						
	1-4-1200-2010			ADMIN - Office Supplies						12.42
	1-4-1200-2010			ADMIN - Office Supplies						-1.24
	1-1-1100-1102			HST Receivable-Blended						1.24
	1-2-1000-1010			Trade Accounts Payable						-12.42

No. Of invoices per supplier (6) ... Total Outstanding : 216.31 Total Paid : 0.00

19996 TATHAM ENGINEERING

	65443	U		31-Jul-2020				5189.53U		
	ROAD NEEDS STUDY			02-Sep-2020						
	1-4-3101-4010			J - Contracts						-516.20
	1-1-1100-1102			HST Receivable-Blended						516.20
	1-2-1000-1010			Trade Accounts Payable						-5189.53
	1-4-3101-4010			J - Contracts						5189.53

No. Of invoices per supplier (1) ... Total Outstanding : 5189.53 Total Paid : 0.00

20083 TRACKMATICS INC

	36288	U		11-May-2020				264.42U		
	MONTHLY MONITORING APRIL 2020			02-Sep-2020						
	1-4-3101-2045			J - AVL monitoring and data						264.42
	1-4-3101-2045			J - AVL monitoring and data						-26.30
	1-1-1100-1102			HST Receivable-Blended						26.30
	1-2-1000-1010			Trade Accounts Payable						-264.42



Invoice Audit Trail

Fiscal Year: 2020

Batch : 85 To 85

Fiscal Period: 9

Sequence : Supplier Name, Details As Entered

Vendor Code								Discount Terms
Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Amount	Paid Date	Code Amount
Invoice Description								
36361	U		12-May-2020			501.72U		
MONTHLY MONITORING			02-Sep-2020					
1-4-3101-2045			J - AVL monitoring and data				501.72	
1-4-3101-2045			J - AVL monitoring and data				-49.91	
1-1-1100-1102			HST Receivable-Blended				49.91	
1-2-1000-1010			Trade Accounts Payable				-501.72	
36577	U		05-Mar-2020			501.72U		
MONTHLY MONITORING			02-Sep-2020					
1-4-3101-2045			J - AVL monitoring and data				501.72	
1-4-3101-2045			J - AVL monitoring and data				-49.91	
1-1-1100-1102			HST Receivable-Blended				49.91	
1-2-1000-1010			Trade Accounts Payable				-501.72	
36603	U		24-Mar-2020			-3613.01U		
CREDIT FOR OVERCHARGE IN 2019			02-Sep-2020					
1-4-3211-2070			GR - Repairs				138.55	
1-1-1100-1101			HST Receivable-100%				-138.55	
1-2-1000-1010			Trade Accounts Payable				3613.01	
1-4-3211-2070			GR - Repairs				-1204.34	
1-4-3218-2070			BH5 - Repairs				119.79	
1-1-1100-1102			HST Receivable-Blended				-239.58	
1-4-3218-2070			BH5 - Repairs				-1204.34	
1-4-3219-2070			LOADER - Repairs				119.79	
1-4-3219-2070			LOADER - Repairs				-1204.33	
36648	U		05-Apr-2020			501.72U		
MONTHLY MONITORING			02-Sep-2020					
1-4-3101-2045			J - AVL monitoring and data				501.72	
1-4-3101-2045			J - AVL monitoring and data				-49.91	
1-1-1100-1102			HST Receivable-Blended				49.91	
1-2-1000-1010			Trade Accounts Payable				-501.72	
36703	U		05-May-2020			501.72U		
MONTHLY MONITORING			02-Sep-2020					
1-4-3101-2045			J - AVL monitoring and data				501.72	
1-4-3101-2045			J - AVL monitoring and data				-49.91	
1-1-1100-1102			HST Receivable-Blended				49.91	
1-2-1000-1010			Trade Accounts Payable				-501.72	
36756	U		05-Jun-2020			501.72U		
MONTHLY MONITORING			02-Sep-2020					
1-4-3101-2045			J - AVL monitoring and data				501.72	
1-4-3101-2045			J - AVL monitoring and data				-49.91	
1-1-1100-1102			HST Receivable-Blended				49.91	
1-2-1000-1010			Trade Accounts Payable				-501.72	

Invoice Audit Trail



Fiscal Year: 2020

Fiscal Period: 9

Batch : 85 To 85

Sequence : Supplier Name, Details As Entered

Vendor Code	Invoice Number	Status	P O #	Invoice Date/ Due Date	Invoice Posted/ WO No.	Cheque # / Pay Date	Discount Terms Paid Code	Amount	Date	Amount
	368.14	U		05-Jul-2020 02-Sep-2020	501.72U					
	MONTHLY MONITORING									
	1-4-3101-2045			J - AVL monitoring and data				501.72		
	1-4-3101-2045			J - AVL monitoring and data				-49.91		
	1-1-1100-1102			HST Receivable-Blended				49.91		
	1-2-1000-1010			Trade Accounts Payable				-501.72		

	368.21	U		23-Jul-2020 02-Sep-2020	597.27U					
	TRUCK 27 GPS MONITOR									
	1-4-3101-2045			J - AVL monitoring and data				597.27		
	1-4-3101-2045			J - AVL monitoring and data				-59.41		
	1-1-1100-1102			HST Receivable-Blended				59.41		
	1-2-1000-1010			Trade Accounts Payable				-597.27		

	36865	U		05-Aug-2020 02-Sep-2020	501.72U					
	MONTHLY MONITORING									
	1-4-3101-2045			J - AVL monitoring and data				501.72		
	1-4-3101-2045			J - AVL monitoring and data				-49.91		
	1-1-1100-1102			HST Receivable-Blended				49.91		
	1-2-1000-1010			Trade Accounts Payable				-501.72		

No. Of invoices per supplier (10) ... Total Outstanding : 760.72 Total Paid : 0.00

20085 TRANS CANADA SAFETY

	15858	U		04-Aug-2020 02-Sep-2020	186.45U					
	PPE - BOOTS									
	1-4-2000-2018			FD - PPE & Fire Supplies				186.45		
	1-4-2000-2018			FD - PPE & Fire Supplies				-18.55		
	1-1-1100-1102			HST Receivable-Blended				18.55		
	1-2-1000-1010			Trade Accounts Payable				-186.45		

No. Of invoices per supplier (1) ... Total Outstanding : 186.45 Total Paid : 0.00

23024 WEEKS CONSTRUCTION

	73481	U		07-Aug-2020 02-Sep-2020	4773.59U					
	ROAD CONSTRUCTION QUEEN STREET CHRUCH ST REET									
	1-4-3034-8000			C4 - Capital Projects				4773.59		
	1-4-3034-8000			C4 - Capital Projects				-474.82		
	1-1-1100-1102			HST Receivable-Blended				474.82		
	1-2-1000-1010			Trade Accounts Payable				-4773.59		

	73597	U		13-Aug-2020 02-Sep-2020	569.52U					
	FLOAT PACKER FROM DUMP SITE TO DUMP									
	1-4-4030-2010			RECY - Materials/Supplies				-56.65		
	1-1-1100-1102			HST Receivable-Blended				56.65		
	1-2-1000-1010			Trade Accounts Payable				-569.52		
	1-4-4030-2010			RECY - Materials/Supplies				569.52		

MUNICIPALITY OF MAGNETAWAN
Cheque Register-Summary-Bank



AP5090

Page : 1

Date : Aug 14, 2020

Time : 10:25 am

Vendor : 01009 To 30000
 Batch No. : 84 To 84
 Bank : 1 - CURRENT ACCOUNT

(B)

Seq : Cheque No. Status : All
 Medium : C=Computer

Cheque #	Cheque Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
20788	14-Aug-2020	13110	M.I.S. MUNICIPAL INSURANCE SERVICES LTD	Issued	84	C	156,874.36
Total Computer Paid :		156,874.36	Total EFT PAP :	0.00	Total Paid :		156,874.36
Total Manually Paid :		0.00	Total EFT File :	0.00			

1 Total No. Of Cheque(s) ...

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 -

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF AN AGREEMENT WITH THE LICENSEE OF THE LANDS – (WILLIAM GUY WATTS) KNOWN AS LAKESIDE TRAIL AND ARE LEGALLY DESCRIBED AS A PUBLIC HIGHWAY LAID OUT IN PLAN M508, IN THE MUNICIPALITY OF MAGNETAWAN

WHEREAS, the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M508;

AND WHEREAS, Council has passed Resolution #2020-150 and agreed to permit the Licensee to construct a “turning circle” subject to the requirement that the Licensee enter into an agreement with 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. 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 2nd day of September, 2020

**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 -

WILLIAM GUY WATTS

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

WHEREAS the Licensee and the owners of other property in the area obtain access via an unopened and unassumed road known as Lakeside Trail (a public highway laid out in Plan M508);

AND WHEREAS the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M508;

AND WHEREAS the Municipality has agreed to permit the Licensee to construct a "turning circle" subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

1. LICENCE

For the purposes of this agreement the Licensed Area is as shown on the plans attached as Schedule A hereto (which Schedule A includes the Approved Plans).

The Municipality grants to the Licensee the non-exclusive right to enter upon Licensed Area for the purpose of undertaking improvements to and/or upon the Licensed Area for the purpose of creating a turning circle as shown on the plans attached as Schedule A hereto. Such License includes the temporary right to enter upon those portions of the Municipality's Lands abutting the Licensed Area during the conduct of construction and maintenance activities, however the improvements authorized hereunder shall only occur on the Licensed Area. Such improvements include excavation, alteration, installation of road base and related drainage works and the placement of aggregates.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

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

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

This License Agreement shall be effective for a period of twelve (12) months from the date of execution by the Municipality and shall terminate as provided for in section 4. It is assumed that the "Camp" will comply with the order to remove all trailers and other sundry by September 11, 2020 to allow the twelve (12) month construction period to begin.

4. TERMINATION OF AGREEMENT

This Agreement shall terminate no later than twelve (12) months from the date of execution subject to the following. Termination may occur on an earlier date whereupon the following conditions are satisfied:

- (a) upon written confirmation from the Licensee's contractor that it has completed the proposed improvements in accordance with plans that were filed with the Municipality and that all equipment, machinery and unused construction materials have been removed from the Municipality's Lands; and
- (b) upon the Municipality's Public Works Superintendent confirming in writing that the contractor has left the Municipality's Lands (including the Licensed Area) in a condition that is neat and tidy.

5. CONDUCT OF WORK

In consideration of the permission and consent hereby given, the Licensee:

- (a) shall, at its own expense, construct the improvements upon the Licensed Area;
- (b) shall, at its own expense, obtain all required governmental approvals for the construction of the improvements;
- (c) shall, at its own expense, keep and maintain the Licensed Area improvements in a safe, condition during the currency of this License.

6. SURVEYS IF NECESSARY

The Licensee acknowledges that it is the Licensee's obligation to ensure that works authorized hereunder does not encroach upon abutting privately owned lands. The Licensee shall be responsible for obtaining the assistance (if necessary) of a professional surveyor for such purpose and the cost thereof.

7. MAINTENANCE DURING CONSTRUCTION

If the Licensee fails to maintain Licensed Area, during the term of this agreement, in safe condition, required by this Agreement, the Municipality may give written notice to the Licensee to rectify the situation. If the Licensee has not rectified the situation to the Municipality's satisfaction within 5 days of the date of the written notice, the Municipality may rectify the unsafe condition 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. In addition to any other remedy provided for in this agreement or at law, the

Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

8. INDEMNIFICATION

The Licensee shall at all times indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on the Municipality or its property in respect of any failure by the Licensee to fulfill any of its obligations under this agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Municipality) directly or indirectly arising out of, resulting from or sustained by reason of the authorization granted hereunder or the occupation of and/or construction of the improvements on the Municipality's Lands by the Licensee or its agents.

9. LIENS

The Licensee shall fully indemnify and save harmless the Municipality from and against all construction liens and related costs and other claims in connection with Licensed Area or the Municipality's Lands arising from or in relation to the conduct of any improvements by the Licensee or its agents.

10. INSURANCE

The Licensee shall lodge with the Municipality, on or prior to the execution of the Agreement, a copy of its contractor's insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Contractor, 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.

Such Comprehensive General Liability policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall:

- a. include a cross-liability clause;
- b. include product/completed operation coverage;
- c. shall not have an exclusion pertaining to blasting,
- d. include the Corporation of the Municipality of Magnetawan as an additional insured;
- e. include a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.

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.

11. NO INTEREST IN LAND

The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.

12. 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 THE MUNICIPALITY. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

13. DEPOSITS

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

14. 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 12% 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.

15. LICENCE NON-TRANSFERABLE

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

16. NOTICE

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

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17. 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.

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 _____, 2020.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____

Per: _____

By the Licensee on the _____ day of _____, 2020.

William Guy Watts

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND WILLIAM GUY WATTS

SCHEDULE "A"

APPROVED PLANS

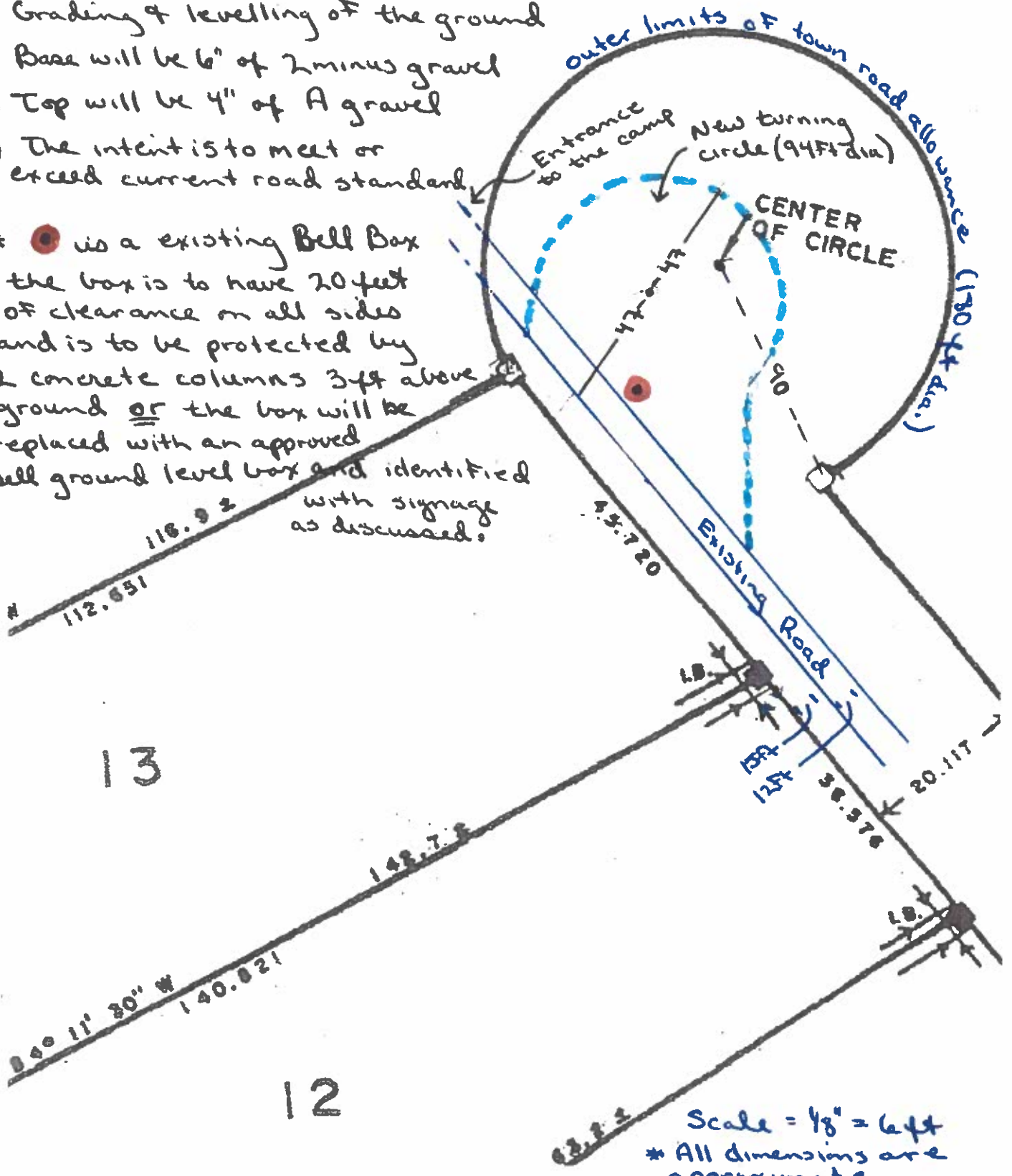
LAKE SIDE TRAIL - TURN AROUND CONSTRUCTION

Scope of Work

Aug 24, 2020

- 1) Removal of trees & stumps in the designated area
- 2) Grading & levelling of the ground
- 3) Base will be 6" of 2 minus gravel
- 4) Top will be 4" of A gravel
- 5) The intent is to meet or exceed current road standard

* ● is a existing Bell Box
 the box is to have 20 feet of clearance on all sides and is to be protected by 2 concrete columns 3ft above ground or the box will be replaced with an approved Bell ground level box and identified with signage as discussed.



13

12

Scale = 1/8" = 6ft
 * All dimensions are approximate

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

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

For legal, planning and engineering expenses and disbursements in connection with this Agreement, a deposit of \$ NONE.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 -

**BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF AN AGREEMENT
WITH THE LICENSEE OF THE LANDS – (DARYL CARY) KNOWN AS
TRANQUILITY TRAIL AND ARE LEGALLY DESCRIBED AS A PUBLIC HIGHWAY
LAID OUT IN PLAN M406, IN THE MUNICIPALITY OF MAGNETAWAN**

AND WHEREAS, the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M406;

AND WHEREAS, Council has passed Resolution #2020-150 and agreed to permit the Licensee to construct a “turning circle” subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

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

1. That the Municipality of Magnetawan enter into 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. 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 2nd day of September, 2020

**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 -

DARYL CARY

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

WHEREAS the Licensee and the owners of other property in the area obtain access via an unopened and unassumed road known as Tranquility Trail (a public highway laid out in Plan M406);

AND WHEREAS the Licensee has sought permission to construct a turning circle on the unopened road allowance laid out in Plan M406;

AND WHEREAS the Municipality has agreed to permit the Licensee to construct a "turning circle" subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

1. LICENCE

For the purposes of this agreement the Licensed Area is as shown on the plans attached as Schedule A hereto (which Schedule A includes the Approved Plans).

The Municipality grants to the Licensee the non-exclusive right to enter upon Licensed Area for the purpose of undertaking improvements to and/or upon the Licensed Area for the purpose of creating a turning circle as shown on the plans attached as Schedule A hereto. Such License includes the temporary right to enter upon those portions of the Municipality's Lands abutting the Licensed Area during the conduct of construction and maintenance activities, however the improvements authorized hereunder shall only occur on the Licensed Area. Such improvements include excavation, alteration, installation of road base and related drainage works and the placement of aggregates.

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

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

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

This Licence Agreement shall be effective upon the date of execution by the Municipality and shall terminate as provided for in section 4.

4. TERMINATION OF AGREEMENT

This Agreement shall terminate no later than twelve (12) from the date of execution of work subject to the following. Termination may occur on an earlier date whereupon the following conditions are satisfied:

- (a) upon written confirmation from the Licensee's contractor that it has completed the proposed improvements in accordance with plans that were filed with the Municipality and that all equipment, machinery and unused construction materials have been removed from the Municipality's Lands; and
- (b) upon the Municipality's Public Works Superintendent confirming in writing that the contractor has left the Municipality's Lands (including the Licensed Area) in a condition that is neat and tidy.

5. CONDUCT OF WORK

In consideration of the permission and consent hereby given, the Licensee:

- (a) shall, at its own expense, construct the improvements upon the Licensed Area;
- (b) shall, at its own expense, obtain all required governmental approvals for the construction of the improvements;
- (c) shall, at its own expense, keep and maintain the Licensed Area improvements in a safe, condition during the currency of this License.

6. SURVEYS IF NECESSARY

The Licensee acknowledges that it is the Licensee's obligation to ensure that works authorized hereunder does not encroach upon abutting privately owned lands. The Licensee shall be responsible for obtaining the assistance (if necessary) of a professional surveyor for such purpose and the cost thereof.

7. MAINTENANCE DURING CONSTRUCTION

If the Licensee fails to maintain Licensed Area, during the term of this agreement, in safe condition, required by this Agreement, the Municipality may give written notice to the Licensee to rectify the situation. If the Licensee has not rectified the situation to the Municipality's satisfaction within 5 days of the date of the written notice, the Municipality may rectify the unsafe condition 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. In addition to any other remedy provided for in this agreement or at law, the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

8. INDEMNIFICATION

The Licensee shall at all times indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings (including those in connection with workers' compensation or any similar or successor arrangement) made, brought against, suffered by or imposed on the Municipality or its property in respect of any failure by the Licensee to fulfill any of its obligations under this agreement or for any reason whatsoever or in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including, without restricting the generality of the foregoing, employees, contractors, agents and property of the Municipality) directly or indirectly arising out of, resulting from or sustained by reason of the authorization granted hereunder or the occupation of and/or construction of the improvements on the Municipality's Lands by the Licensee or its agents.

9. LIENS

The Licensee shall fully indemnify and save harmless the Municipality from and against all construction liens and related costs and other claims in connection with Licensed Area or the Municipality's Lands arising from or in relation to the conduct of any improvements by the Licensee or its agents.

10. INSURANCE

The Licensee shall lodge with the Municipality, on or prior to the execution of the Agreement, a copy of its contractor's insurance certificate from an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Contractor, 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.

Such Comprehensive General Liability policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall:

- a. include a cross-liability clause;
- b. include product/completed operation coverage;
- c. shall not have an exclusion pertaining to blasting,
- d. include the Corporation of the Municipality of Magnetawan as an additional insured;
- e. include a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.

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.

11. NO INTEREST IN LAND

The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.

12. 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 THE MUNICIPALITY. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

13. DEPOSITS

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

14. 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 12% 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.

15. LICENCE NON-TRANSFERABLE

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

16. NOTICE

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

Remainder of Page Intentionally Blank

17. 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.

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 _____, 2020.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____

Per: _____

By the Licensee on the _____ day of _____, 2020.

Daryl Cary

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

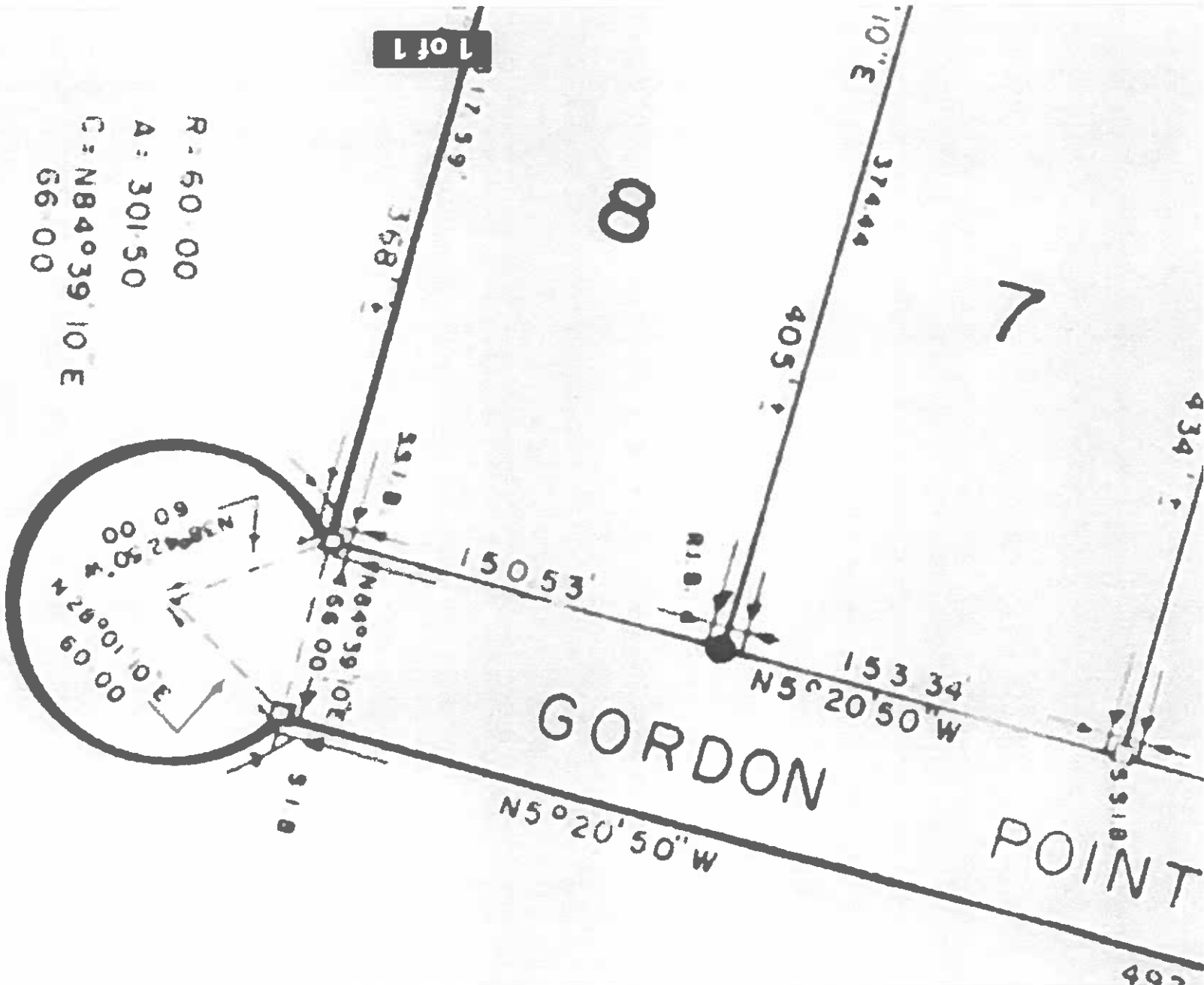
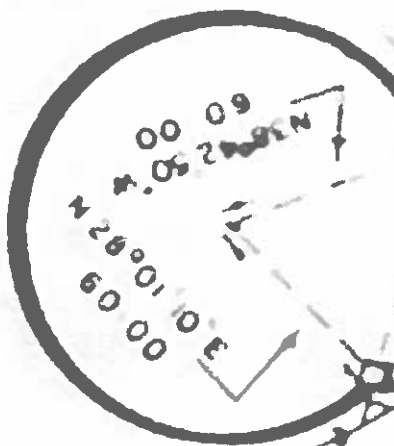
SCHEDULE "A"

APPROVED PLANS

CONVESSION

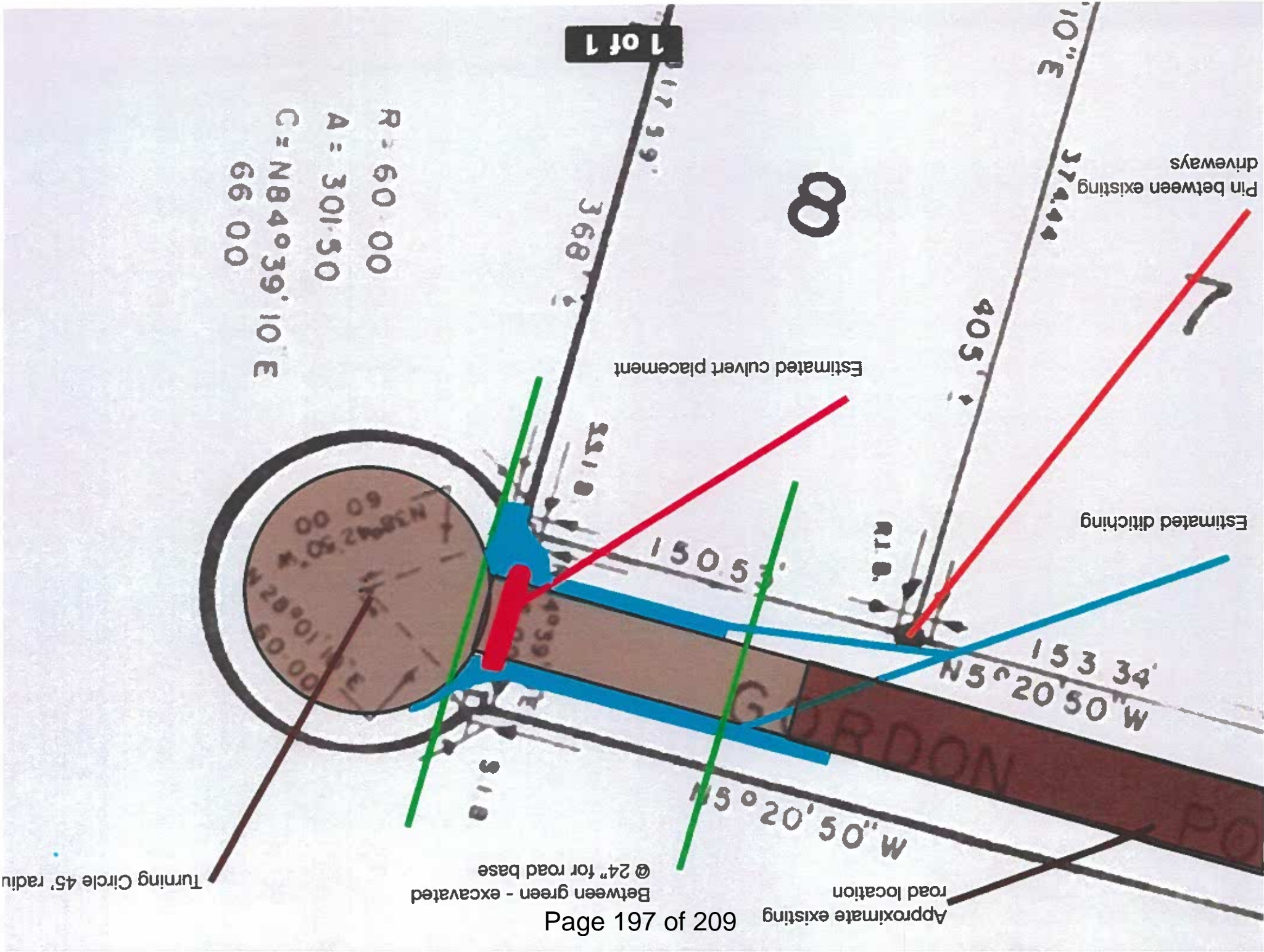
47

R = 60.00
A = 301.50
C = N84°39'10"E
66.00



Rev # 1 - TRANQUILITY TRAIN TURNAROUND Plan M406

- To complete installation of road extension (to like sizing and standard of existing road) and turning circle sized @45" radius to allow turning of 3 axles fire apparatus and additional emergency responders and lager trucks / snowplows, to like standards of existing road materials
- Areas as detailed with be excavated to a depth to allow removal of organics to base
- Road base to be built with pit run
- Road to be capped with 7/8' granular A – crowned as required
- Ditching and culverts to be installed as noted to reflect natural existing drainage
- Work to be completed by First Choice Landscaping – certificate of insurance included
- Scheduled start date week of Sept 14th 2020



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

SCHEDULE "B"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

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

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW 2020 -

BEING A BY-LAW TO PROVIDE FOR THE EXECUTION OF AN AGREEMENT WITH THE LICENSEE OF THE LANDS – (HENRY WIENS) KNOWN AS MINKLERS LANE AND ARE LEGALLY DESCRIBED AS CON 1 PT LOT 9 RP 42R10938 PART 1 PCL 23503 SS PCL 2353 SS, IN THE MUNICIPALITY OF MAGNETAWAN

AND WHEREAS, the Licensee has sought permission to obtain access via an unopened and unassumed road known as Minklers Lane to provide access to Minklers Lane from lands at CON 1 PT Lot 9 RP 42R10938 PART 1 PCL 23503 SS PCL 2353 SS;

AND WHEREAS, Council has passed Resolution #2020-196 and agreed to permit the Licensee to upgrade Minklers Lane to provide access to the Crown Land North-East of the property subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

AND WHEREAS, the previous agreement signed with By-law 2018-13 has been rescinded due to non-compliance.

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. The Municipality's solicitor is hereby authorized to register the Agreement against the title of the lands to which it applies.
4. That By-law 2018-13 is hereby repealed in its entirety

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 2nd day of September, 2020

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 -

HENRY WIENS AND ANNA LISA WIENS
(hereinafter jointly called the "Licensee")
OF THE SECOND PART

WHEREAS the Licensee is the owner of land on Horn Lake and which is all border by Crown Lands which are legally described in Schedule A, Paragraph 1 (the Licensee's Lands);

AND WHEREAS the owner has sought permission from the Municipality to establish a driveway on the unopened road allowance between Lots 10 and 11, Concessions 1 and 2 in the geographic Township of Chapman (the Municipality's Lands);

AND WHEREAS the owner of land has sought permission from the Province of Ontario to construct a driveway on Crown Lands to connect the proposed land driveway located on the Municipality's Lands to the Licensee's Lands;

AND WHEREAS the Municipality has agreed to permit the Licensee to construct such a driveway subject to the requirement that the Licensee enter into an agreement with the Municipality;

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

1. LICENCE

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

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

2. INDEMNIFICATION FROM LIABILITY AND RELEASE

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

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

- (a) Term - This License Agreement shall be effective upon the date of execution by the Municipality and shall continue from year to year subject to the termination provisions hereinafter set forth.
- (b) Annual Fee - The Licensee shall pay the applicable fee (as established by the Municipality's then applicant Fees and Charges By-law) prior to the execution of this agreement and each year thereafter on or before February 1st. Should such amount remain unpaid on the 2nd of February in each calendar year, the Municipality may add the amount owing to the Tax Roll of the Licensee's Lands. (Note: There shall be no pro-rating of applicable fee.)
- (c) Municipal Taxes/Permits - It is a condition of this license agreement that:
 - (1) 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 1st of November of that tax year and if such property taxes are not in good standing the Licensee is deemed to be in default of this Agreement; and
 - (2) the Licensee has a valid and continuing authorization (Land Use Permit, Work Permit) related to the construction of the driveway upon Crown Lands that is intended to connect the Licensee's Lands to the Licensed Area.

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 driveway and the restoration of the Licensed Area to a condition satisfactory to the Municipality.

5. CONDUCT OF WORK

- (a) In consideration of the permission and consent hereby given, the Licensee:
 - (1) shall, at its own expense, construct and maintain the driveway within the Licensed Area;
 - (2) shall not pave or otherwise hard surface the driveway;

- (3) shall, at its own expense, obtain all required governmental approvals for the construction of the driveway;
 - (4) shall, at its own expense, keep and maintain the driveway in a safe, good and proper repair and condition; and
 - (5) shall, upon termination of this Agreement, forthwith remove the driveway and repair any damage caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.
- (b) The Licensee acknowledges that it is the Licensee's obligation to ensure that works authorized hereunder does not encroach upon abutting privately owned lands. The Licensee shall be responsible for obtaining the assistance (if necessary) of a professional surveyor for such purpose and the cost thereof.
 - (c) In addition to any other remedy at law or hereunder, if the Licensee fails to maintain in the Licensed Area in a safe condition, or to repair or remove the driveway as required by this Agreement, the Municipality may alter, repair or remove the same at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee, and the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

6. NO INTEREST IN LAND AND NON-EXCLUSIVE LICENSE

- (a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights. The Licensee further acknowledges that a portion of the Licensed Area (being a portion located between Lots 10 and 11 in Concession 1) is subject to a License Agreement entered into between the Municipality and the owner of PIN 52079-0149.
- (b) The Licensee acknowledges and agrees that the Licensed Area remains a component of an unopened road allowance over which the public is entitled to travel. Accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with the public travel along the unopened road allowance.
- (c) The Licensee acknowledges 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 Licensee, 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.

7. ERECTION OF WARNING SIGNS

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

"THIS UNOPENED ROAD ALLOWANCE HAS NOT BEEN ASSUMED FOR PUBLIC USE BY THE MUNICIPALITY. MEMBERS OF THE PUBLIC MAY STILL USE THIS UNOPENED ROAD ALLOWANCE, BUT DO SO AT THEIR OWN RISK".

8. INSURANCE CERTIFICATE AND POLICY

- (a) Policy of Insurance - The Licensee shall lodge with the Town, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Town, and insuring for the joint benefit of the Licensees and the Town against any liability that may arise as a result of any use or occupation of the land and/or in relation to or as a consequence of the exercise of the authorization granted hereunder.
- (b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Town, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall contain:
 - (1) a cross-liability clause;
 - (2) product/completed operation coverage;
 - (3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Town has received to its satisfaction, a Statutory Declaration from the Licensees that no blasting will occur on the lands subject to this agreement;
 - (4) shall include the Corporation of the Municipality of Magnetawan as an additional insured;
 - (5) Notice of Cancellation - a provision that the insurance company agrees to notify the Town 15 days in advance of any material change or cancellation of the said insurance policy.
- (c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified in paragraphs (i) – (v) above is in effect.
- (d) Confirmation of Premium Payment - The Licensees shall, from time to time as required by the Town, 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 Licensees shall file a copy of the policy with the Town.
- (e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensees from responsibility for other or larger claims, if any, and for which it may be held responsible.

9. DEPOSITS

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

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 12% 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 license 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 shown on the last transfer registered against the Licensee's Lands and such notice shall be deemed to have been given and received on the fifth day after mailing.

Remainder of Page Intentionally Blank

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.

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 _____, 2020.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____

Per: _____

By the Licensee on the _____ day of _____, 2020.

Anna Lisa Wiens

Henry Wiens

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND HENRY WIENS/ANNA LISA WIENS

SCHEDULE "A"

1. LICENSEE'S LANDS

Part of Lot 9, Concession 1, Chapman being Part 1, 42R10938 (PIN 52079-0044)

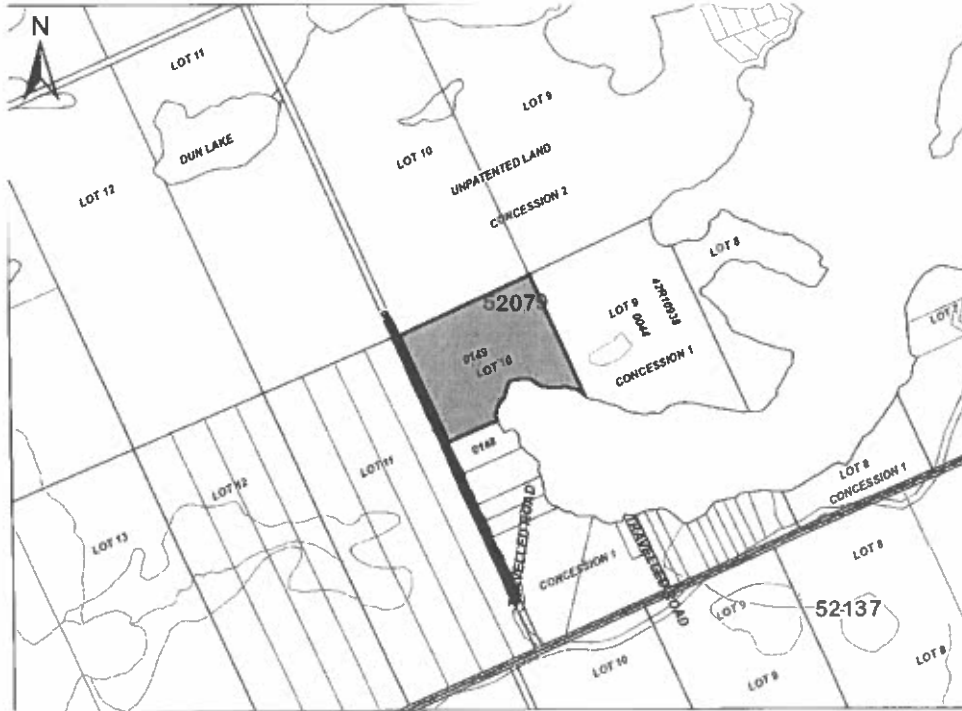
2. MUNICIPALITY'S LANDS

Road Allowance between Lots 10 and 11, Concessions 1 and 2, Chapman (PIN 52079-0472).

THIS IS SCHEDULE B TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND HENRY WIENS/ANNA LISA WIENS

SCHEDULE B – LICENSED AREA

The Licensed Area is that portion of the unopened portion of the road allowance between Lots 10 and 11, Concession 1 and 2, Chapman commencing at the end of the seasonally maintain road known as "Minkler's Lane" and which is shown as a heavy black line on the map below.



THIS IS SCHEDULE C TO THE LICENSE AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AND HENRY WIENS/ANNA LISA WIENS

SCHEDULE "C"

CASH DEPOSITS AND SECURITY

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

1. TYPE OF SECURITY

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

2. CASH DEPOSITS

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

For legal, planning and engineering expenses and disbursements in connection with this Agreement, a deposit of \$ 1,000.00

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 -

Being a By-law to confirm the proceedings of Council September 2, 2020

WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Municipality of Magnetawan deems it desirable to confirm the proceedings of Council and to ratify decisions made at its meeting hereinafter set out;

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

1. Ratification and Confirmation

THAT the action of the Council of the Municipality of Magnetawan at its meeting for the aforementioned date with respect to each motion, resolution and other action passed and taken by this Council at its meetings, except where otherwise required, is hereby adopted, ratified and confirmed as if such proceedings and actions were expressly adopted and confirmed by its separate By-law.

2. Execution of all Documents

THAT the Mayor of the Council of the Municipality of Magnetawan and the proper officers of the Municipality of Magnetawan are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided, and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents and to affix the Corporate Seal of the Municipality to such documents.


READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 2nd day of September 2020.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

on desk report 2020

 <p>Municipality of Magnetawan</p>	<p>REPORT TO COUNCIL</p>
<p>To:</p>	<p>Mayor and Council</p>
<p>From:</p>	<p>Joe Readman, Fire Chief</p>
<p>Date of Meeting:</p>	<p>September 2, 2020</p>
<p>Report Title:</p>	<p>Award RFP 2020-07 SCBA</p>

Recommendation: THAT Council receives and approves this report and awards RFP 2020-07 SCBA (Self Contained Breathing Apparatus) for the Magnetawan Fire Department to M&L Supply.

Background: On August 4th, 2020 Magnetawan Fire issued the RFP with a closing date of August 28th 2020. Three proposals were received: Trans Canada Safety (Draeger) \$100,746.74 / M&L Fire Safety and Supply (Scott) \$136,065.56 / A.J Stone Company (MSA) \$146,298.84

I reached out to the proponents and was provided sample SCBA gear from each supplier for testing and evaluations. Testing of the equipment was done by myself, Area Fire Chiefs, Regional Training Officer, Captain and Firefighter.

After testing and evaluating of all the equipment, M&L was ahead with regards to ease of operation, comfort, rapid ability to change cylinders and also the ability to add more features if needed at a reasonable price. As well M&L has excellent service including availability of Service Technicians and providing loaner products. Further M&L has provided us sale pricing on their product which includes for each pack/cylinder/mask we purchase – we receive a free cylinder and mask. Also, there was concern regarding the lowest bidder, Draeger, due to litigation regarding defective product.

Financial Implications: M&L’s proposal was received at \$136,065.56. and we budgeted \$130,000.00 for this project. The overage can be taken from budgeted monies for the diesel fume extractor at the fire hall, which was budgeted in at \$30,000, but will not be happening in 2020 and is dependent on when a fire hall would be built. There is no risk to not installing the extractor as we have a protocol in place to ensure diesel fumes do not build up.


Recommendation: The Fire Chief recommends awarding RFP 2020-07 to M&L Supply in the amount of \$136,065.56.

Respectfully Submitted,

Joe Readman,
Fire Chief.



On desk
4pc
2020

 <p>Municipality of Magnetawan</p>	<p>REPORT TO COUNCIL</p>
<p>To:</p>	<p>Mayor and Council</p>
<p>From:</p>	<p>Joe Readman, Fire Chief</p>
<p>Date of Meeting:</p>	<p>September 2, 2020</p>
<p>Report Title:</p>	<p>Transfer of Funds for Back up SCBA cylinders</p>

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

Background: Magnetawan Fire ran an RFP for SCBA equipment with the intention of purchasing the basic needs this year and adding to it with additional cylinders and Universal Emergency Breathing Safety System (UEBSS) over the next two years.

The UEBSS will allow, in the event of an air failure on a pack, to plug in and “buddy breathe” from your partner. The extra cylinders will ensure that we will not run out of cylinders during fireground operations.

As we are purchasing a large portion of the SCBA gear this year, we may be able to secure a discount if additional cylinders and UEBSS are included in our current order. The Fire Department is looking at securing 12 UEBSS (one for each SCBA) and 8 cylinders. The purchase of these would fulfill our needs; however, these were not budgeted for. It is estimated to cost \$24,000.

\$30,000 was allocated in the 2020 budget to procure a diesel fume extractor system. Our current procedure to mitigate diesel fumes in the hall is to open the bay doors, start the truck and remove from hall, idle only outside and only close doors once the exhaust, if any, has cleared. Continuing this procedure is effective and safe. With the possibility of a new fire hall in coming years and no clear 5- or 10-year plan I have concerns investing \$30,000 in something we may be replacing. Reallocating the monies to the SCBA component replacement would be more beneficial to the firefighters at this time.

Recommendation: To reallocate the funds budgeted for a Clean Air Exchange to the Equipment Replacement to assist in replacing additional SCBA components.

Financial Implications: None as the funds have been budgeted for on the Clean Air Exchange line.

Respectfully Submitted,

Joe Readman,
Fire Chief.

