

AGENDA – Regular Meeting of Council

Wednesday, June 5, 2019 at 10:00 A.M.

Magnetawan Community Centre

“R” denotes a
Council resolution

1. **CALL TO ORDER**
2. **ADOPTION OF THE AGENDA** R
3. **DISCLOSURE OF PECUNIARY INTEREST**
4. **ADOPTION OF MINUTES** R
 - 4.1. Regular Meeting of Wednesday May 22, 2019 and Special Meetings of Council on May 27th at 10AM and 1PM
5. **PUBLIC MEETING PURSUANT TO PLANNING ACT**
6. **PRESENTATIONS**
 - 6.1. Muskoka Community Foundation – Partnership with Municipality to provide scholarship
7. **REPORTS FROM MUNICIPAL BOARDS / COMMITTEES AND OFFICIALS**
 - 7.1. Public Works:
 - 7.1.1. Letter from resident and memo from PWS: North Whalley Lake Road
 - 7.2. Administration:
 - 7.2.1. Partner with Muskoka Community Foundation R
 - 7.2.2. Award contract to Pinchin for monitoring and capacity survey landfill sites R
 - 7.2.3. ACED Terms of Reference and Shared Services Agreement R
 - 7.2.4. Donation to Walter Reich’s Trip Across Canada for Parkinson’s R
 - 7.2.5. Rosskopf Rd Property valuation R
 - 7.2.6. Support in Principle: Smith Consent R
 - 7.2.7. Support in Principle: Patterson/Mitchell Consent R
 - 7.3. Recreation:
 - 7.3.1. Update on Canada Day Event
 - 7.4. Committee and Board Minutes: R
 - Central Almaguin Planning Board Meeting of May 15, 2019
 - Almaguin Community Economic Development Department Meeting of April 15, 2019

8. BY-LAWS

- 8.1.** By-law 2019-35, being a bylaw to enter into an agreement with the OPP for 911 services *R*
8.2. By-law 2019-36, being a bylaw to enter into an agreement with Datafix for the 2020 Municipal Election *R*
8.3. By-law 2019-37, being a bylaw to confirm the proceedings of Council at the regular meeting of May 22, 2019 and the special meetings of May 27, 2019

9. CORRESPONDENCE

- 9.1.** Memo: James Chirico Medical Officer of NBPS District Health Unit re. Health Unit mergers
9.2. Support Resolution: Township of McNab/Braeside re. E-learning requirement *R*
9.3. DSSAB Letter: Provincial Budget report
9.4. Letter from Hon. Doug Ford re. Provincial Budget

10. UNFINISHED BUSINESS

11. ADDENDUM

12. ACCOUNTS PAYABLE FOR PAYMENT APPROVAL *R*

13. CLOSED SESSION *RR*

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

- (c) Acquisition or disposition of land (being to discuss disposal of land in the municipality);
and
- (d) Labour relations or employee negotiations (being to discuss employee hiring)

14. NEXT MEETING OF COUNCIL

Wednesday, June 26th 2019, 6:00 P.M., Magnetawan Community Centre

15. ADJOURNMENT *R*

COUNCIL MEETING MINUTES
May 22, 2019

The regular meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre on Wednesday, May 22, 2019 at 6:00 P.M.

Council members present: Mayor Sam Dunnett; Deputy Mayor, Tim Brunton; Councillors John Hetherington, Brad Kneller and Wayne Smith.

Staff in attendance: Interim Clerk – Administrator (CA), Nicole Fraser; Public Works Supervisor (PWS), Scott Edwards; Recreation Supervisor (RS), Tim Sullivan.

1. CALL TO ORDER

The meeting was called to order at 6:00 P.M.

2. ADOPTION OF THE AGENDA

RESOLUTION 2019-162

Moved by Councillor Brunton; Seconded by Councillor Smith:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the agenda for this regular Council meeting of Wednesday, May 22, 2019. (Carried)

3. DISCLOSURE OF PECUNIARY INTEREST

4. ADOPTION OF MINUTES

RESOLUTION 2019-163

Moved by Councillor Smith; Seconded by Councillor Brunton :

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the minutes for the regular Council meeting of Wednesday May 8, 2019. (Carried)

5. PUBLIC MEETING PURSUANT TO THE PLANNING ACT

None.

6. PRESENTATIONS

None.

7. REPORTS FROM MUNICIPAL BOARDS, COMMITTEES, AND OFFICIALS

7.1. Public Works:

7.1.1. Award Tender 2019-05 Surface Treatment

RESOLUTION 2019-164

Moved by Councillor Brunton; Seconded by Councillor Smith:

WHEREAS the Municipality of Magnetawan issued an Tender 2019-05 Surface Treatment and received three bids, not inclusive of HST from: Fowler Construction, in the amount of \$302,814.36; Miller Paving, in the amount of \$287,607.60; and Duncor, in the amount of \$257,927.60. NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan awards the Tender 2019-05 Surface Treatment to Duncor in the amount of \$257,927.60 inclusive of HST. (Carried)

7.2. Administration:

7.2.1. Regular Meeting of Council June 12th: Date change

RESOLUTION 2019-165

Moved by Councillor Kneller; Seconded by Councillor Hetherington:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan changes the date of the regular meeting of Council scheduled for Wednesday, June 12, 2019 to Wednesday June 5th, 2019 at 9 AM due to the Interim C-A being at a Conference on June 12th. (Carried)

7.2.2. Interim C-A Report: AMCTO Zone 7 Conference Summary

7.2.3. Authorization for the Interim C-A and Office Assistant to register for the Municipal Administration Program Fall semester

RESOLUTION 2019-166

Moved by Councillor Brunton; Seconded by Councillor Smith:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan authorizes the Interim Clerk-Administrator and the Office Assistant to register for the Fall semester of the AMCTO Municipal Administration Program. (Carried)

7.2.4. Interim C-A Report: Reorganization of the Summer Student roles and responsibilities

RESOLUTION 2019-167

Moved by Councillor Hetherington; Seconded by Councillor Kneller:

BE IT RESOLVED THAT Council directs the Interim Clerk-Administrator to reorganize the summer student roles and responsibilities to allow for the Heritage /Information Centre to be open longer hours and seven days a week. (Carried)

7.2.5. Authorization to contact contract Nancy Houser for appraisal of 28 Church Street

RESOLUTION 2019-168

Moved by Councillor Smith; Seconded by Councillor Brunton:

BE IT RESOLVED THAT Council directs the Interim Clerk-Administrator to contract Appraisal Group of Muskoka to appraise the building at 28 Church St. for \$ 2,500 plus HST. (Carried)

7.2.6. Interim C-A Report: Update from Municipal Solicitor re. Noah's Road, Rosskopf Rd property and Bayview Road

RS left the meeting.

8. BY-LAWS

8.1. RESOLUTION 2019-169

Moved by Councillor Brunton; Seconded by Councillor Smith:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts By-law 2019-34, being a By-law to confirm the proceedings of Council at the regular meeting on May 8, 2019. (Carried)

9. CORRESPONDENCE

9.1. Support Resolution: Province to Consult with Municipalities re. LPAT review

RESOLUTION 2019-170

Moved by Councillor Smith; Seconded by Councillor Brunton:

WHEREAS the Government of Ontario has introduced Bill 108, The More Homes, More Choice Act, which amends 13 different Acts with the stated objective of stimulating the supply of housing in the Province of Ontario; AND WHEREAS Schedule 9 of the proposed legislation would amend the Local Planning Appeal Tribunal Act, reverting many of the practices and procedures of the tribunal to those of the former Ontario Municipal Board, thereby allowing an un-elected, unaccountable body to make important planning decision for our community; AND WHEREAS Schedule 12 of the proposed legislation would make multiple amendments to the Planning Act and, specifically, would reduce the timelines for making decision related to official plans, zoning by-laws and plans of subdivision, further impeding a municipalities ability to make important planning decision at the local level and reducing appeals to the Local Planning Appeals Tribunal; AND WHEREAS Schedule 5 of the proposed legislation would amend the Endangered Species Act, thereby establishing a Species at Risk Conservation Fund, enabling a charge in lieu of meeting requirements to adequately protect species at risk and their habitat; AND WHEREAS the government of Ontario has not adequately consulted with the municipalities with respect to this proposed legislation, and; NOW THEREFORE BE IT RESOLVED that Council for the Municipality of Magnetawan opposes Schedules 9, 12, and 5 of the proposed legislation highlighted above, as they will have a negative impact on our community and therefore call for their removal from the Bill; AND FURTHER THAT that Council for the Municipality of Magnetawan request the Government of Ontario to halt the legislation and properly engage and consult with Municipalities before further considering the proposed legislation.; AND FURTHER THAT that a copy of this resolution be sent to The Honourable Doug Ford, Premier of Ontario, The Honourable Christine Elliott, Deputy Premier, The Honourable Steve Clark, Minister of Municipal Affairs and Housing, Andrea Horwath, Leader of the New Democratic Party, Norm Miller, Parry Sound Muskoka MPP, the Association of Municipalities of Ontario, and all Ontario Municipalities. (Carried)

9.2. Support Resolution: Cuts to Ontario Library Services

RESOLUTION 2019-171

Moved by Councillor Brunton; Seconded by Councillor Smith:

WHEREAS the provincially funded Ontario Library Service agencies (Southern Ontario Library Service and Ontario Library Service – North) provide vital shared and

collaborative public library services, including the Overdrive e-book collection, technical support, skills training, and other services that are not sustainable by small and rural libraries alone; AND WHEREAS the Ontario Library Service agencies ensure consistent quality and range of services are available to citizens through all public libraries no matter where they are located; AND WHEREAS the role of these agencies is crucial to the day-to-day provision of services to the public at libraries of all sizes in every part of Ontario; NOW THEREFORE BE IT RESOLVED that the Council of the Municipality of Magnetawan along with the Town of Hanover, petition the Legislative Assembly of Ontario as follows: 1. To reverse the 50% funding cuts to Southern Ontario Library Service and Ontario Library Service – North agencies and reinstate provincial funding for these services to at least the 2017-2018 funding level; and 2. To maintain the operating grant funding for all Ontario libraries. AND FURTHER THAT this resolution be sent to the Hon. Doug Ford, Premier of Ontario; MPP of Muskoka Parry Sound, Norm Miller; the Minister of Tourism, Culture and Sport; and all municipalities in Ontario. (Carried)

9.3. Letter from OGRA re. request to ROMA to collaborate again for annual conference.

9.4. MAHC Capital Development Plan: Task Force April 2019

9.5. Request for Support: Women's Own Resource Network

RESOLUTION 2019-172

Moved by Councillor Kneller; Seconded by Councillor Hetherington:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves a donation to the Women's Own Resource Network in the amount of \$_____ . (Defeated)

10. UNFINISHED BUSINESS

11. ADDENDUM

12. ACCOUNTS PAYABLE FOR PAYMENT APPROVAL

RESOLUTION 2019-173

Moved by Councillor Smith; Seconded by Councillor Brunton:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves for payment the Accounts Payable and Payroll for the period May 1, 2019 to May 15, 2019 in the amount of \$252,333.73. (Carried)

PWS left the meeting.

13. CLOSED SESSION

RESOLUTION 2019-174

Moved by Councillor Smith; Seconded by Councillor Brunton:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan moves to a closed session at 6:40 P.M., pursuant to Section 239(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, as the subject matter being considered consists of: (a) The security of the property of the municipality; (being to receive a confidential report about Chapman Landfill) (b) personal matters about an identifiable individual, including municipal employees (being to receive correspondence from the municipal paralegal and the municipal solicitor) (Carried)

RESOLUTION 2019-175

Moved by Councillor Smith; Seconded by Councillor Brunton:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan returns to open session at 8:30 P.M. (Carried)

14. QUESTION PERIOD FROM THE PUBLIC

15. NEXT MEETING OF COUNCIL

Wednesday, June 5, 2019 9:00 A.M., Magnetawan Community Centre – regular meeting

16. ADJOURNMENT

RESOLUTION 2019-176

Moved by Councillor Hetherington; Seconded by Councillor Kneller:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adjourns this regular meeting at 8:35 P.M. (Carried)

DRAFT

Sam Dunnett, Mayor

Date

Nicole Fraser, Interim Clerk-Administrator

Date

COUNCIL MEETING MINUTES
May 27, 2019

The regular meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre on Monday, May 27, 2019 at 10:00 A.M.

Council members present: Mayor Sam Dunnett; Deputy Mayor, Tim Brunton; Councillors John Hetherington, Brad Kneller, and Wayne Smith.

Staff in attendance: Interim Clerk – Administrator (CA), Nicole Fraser.

1. CALL TO ORDER

The meeting was called to order at 10:18 A.M.

2. ADOPTION OF THE AGENDA

RESOLUTION 2019-177

Moved by Councillor Brunton; Seconded by Councillor Smith:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the agenda for this Special Council meeting of Monday, May 27, 2019 (Carried)

3. DISCLOSURE OF PECUNIARY INTEREST

None noted.

4. CLOSED SESSION

RESOLUTION 2019-178

Moved by Councillor Smith; Seconded by Councillor Brunton:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan moves to a closed session at 10:20 A.M., pursuant to Section 239(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, as the subject matter being considered consists of: (d) labour relations or employee negotiations (being to discuss employee hiring) (Carried)

RESOLUTION 2019-179

Moved by Councillor Kneller; Seconded by Councillor Hetherington:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan returns to open session at 11:40 A.M. (Carried)

5. ADDENDUM

6. ADJOURN

6.1. *RESOLUTION 2019-080*

Moved by Councillor Brunton; Seconded by Councillor Smith:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adjourns this special meeting at 11:45 A.M. (Carried)

Sam Dunnett, Mayor

Date

Nicole Fraser, Interim Clerk-Administrator

Date

COUNCIL MEETING MINUTES
May 27, 2019

The regular meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre on Monday, May 27, 2019 at 1:00 P.M.

Council members present: Mayor Sam Dunnett; Deputy Mayor, Tim Brunton; Councillors John Hetherington, Brad Kneller, and Wayne Smith.

Staff in attendance: Interim Clerk – Administrator (CA), Nicole Fraser.

1. CALL TO ORDER

The meeting was called to order at 1:00 P.M.

2. ADOPTION OF THE AGENDA

RESOLUTION 2019-181

Moved by Councillor Brunton; Seconded by Councillor Hetherington:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the agenda for this Special Council meeting of Monday, May 27, 2019 at 1:00PM. (Carried)

3. DISCLOSURE OF PECUNIARY INTEREST

None noted.

4. CLOSED SESSION

RESOLUTION 2019-182

Moved by Councillor Kneller; Seconded by Councillor Brunton:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan moves to a closed session at 1:00 P.M., pursuant to Section 239(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, as the subject matter being considered consists of: (d) labour relations or employee negotiations (being to discuss employee hiring) (Carried)

RESOLUTION 2019-183

Moved by Councillor Hetherington; Seconded by Councillor Kneller:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan returns to open session at 4:50 P.M. (Carried)

5. ADDENDUM

6. ADJOURN

6.1. *RESOLUTION 2019-084*

Moved by Councillor Brunton; Seconded by Councillor Hetherington:

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adjourns this special meeting at 4:55 P.M. (Carried)

Sam Dunnett, Mayor

Date

Nicole Fraser, Interim Clerk-Administrator

Date

Nicole Fraser

From: Muskoka Community Foundation <info@muskokacommunityfoundation.ca>
Sent: Tuesday, 28 May 2019 13:34
To: Nicole Fraser
Subject: RE: 2019 South and Central Almaguin Education Fund
Attachments: Application South & Central Almaguin Fund January 2018.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Nicole,

Thank you very much for considering our request. We want to ensure that Madison can receive the grant.

In order to qualify for a grant from the South and Central Almaguin Education Fund the applicant must be a high school student, residing in South or Central Almaguin^[1]. Application to the fund is open to students attending high school either in Almaguin or Muskoka.

^[1] **South Almaguin:** Township of Armour, Village of Burk's Falls, Town of Kearney, Township of McMurrich/Monteith, Township of Perry, Township of Ryerson. **Central Almaguin:** Township of Joly, Township of Machar, Municipality of Magnetawan, Village of South River, Township of Strong, Village of Sundridge, Local Services Board of Laurier, Ontario, Unincorporated Geographic Township of Lount.

The applicant must be furthering their education at a post-secondary level which may include attendance at an accredited university, college, trade school or other accredited institution which leads to a degree, diploma or certificate upon completion.

I have attached a copy of the application form that each student fills out so you can share with Council.

Thank you again for your assistance with this. It is much appreciated.

Lynn

Lynn DeCaro
Executive Director
Muskoka Community Foundation



<http://muskokacommunityfoundation.ca/wp-content/uploads/2018/11/msk-vitalsigns-web.pdf>



440 Ecclestone Drive, Bracebridge, ON, P1L 1Z6
705.646.1220

Council MTG. of June 5/19
Agenda Item # 6.1.

info@muskokacommunityfoundation.ca
www.muskokacommunityfoundation.ca

From: Nicole Fraser [mailto:DeputyClerk@magnetawan.com]
Sent: Tuesday, May 28, 2019 1:22 PM
To: Muskoka Community Foundation <info@muskokacommunityfoundation.ca>
Cc: Daniel Bradbury | CREATIVE ONE® <daniel@creativeone.ca>
Subject: RE: 2019 South and Central Almaguin Education Fund

Hi Lynn,

Thank you for the email. I will take this to Council to see if they would be interested in assisting with this. Can you please let me know what the criteria was for Madison to be granted this? Council may be interested in knowing how she was chosen 😊

Thank you,

Nicole

Nicole Fraser | Interim Clerk-Administrator, Municipality of Magnetawan
E: clerk@magnetawan.com | T: (705) 387.3947 ext 201

From: Muskoka Community Foundation [mailto:info@muskokacommunityfoundation.ca]
Sent: Tuesday, 28 May 2019 13:02
To: Andrew Farnsworth
Cc: Daniel Bradbury | CREATIVE ONE®
Subject: 2019 South and Central Almaguin Education Fund

Hi Nicole,

My name is Lynn DeCaro, Executive Director of the Muskoka Community Foundation. Linda Saunders suggested that I connect with you.

Each year we award grants to students living in the South and Central Region of the Almaguin region from the South and Central Almaguin Education Fund.

As a community foundation we are only able to provide grants to registered charities or qualified donees as per the Canadian Revenue Agency. Typically students attend a university or college that is a registered charity and we are able to deposit the grant directly into their student account. Madison has been accepted to Canadian Career College's North Bay Campus to study police foundations. Canadian Career College is not a registered charity and we are seeking a community partner that would be able to assist us in getting the funds to Madison.

I was wondering if the Municipality of Magnetawan, a qualified donee, would consider awarding the grant to Madison Rainey on behalf of the South and Central Almaguin Education Fund at the Muskoka Community Foundation? The Muskoka Community Foundation would issue a cheque to the Municipality of Magnetawan with a letter directing the funds be granted to Madison Rainey to be used in the pursuit of her studies at the Canadian Career College. We would also be happy to acknowledge the Municipality of Magnetawan as a partner in awarding the 2019 South and Central Almaguin Education Awards.

Linda explained that you have an upcoming Council meeting on June 5th. I was wondering if you could present our request to council? I have attached a formal letter of request.

Please let me know if you have any questions or require additional information. Here is a link to our website, specifically about the South and Central Almaguin Fund found under the Education tab.

<http://muskokacommunityfoundation.ca/funds-we-manage/>

I am away from my desk from the afternoon of May 29th – June 4th and will have limited access to my emails. Our Board Chair, Daniel Bradbury, will be monitoring my emails until I return. Please feel free to reach out to him if you have any questions during my absence. I have cc'd him on this email.

I look forward to hearing from you soon.

Lynn

Lynn DeCaro
Executive Director
Muskoka Community Foundation



<http://muskokacommunityfoundation.ca/wp-content/uploads/2018/11/msk-vitalsigns-web.pdf>



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[1] **South Almaguin:** Township of Armour, Village of Burk's Falls, Town of Kearney, Township of McMurrich/Monteith, Township of Perry, Township of Ryerson. **Central Almaguin:** Township of Joly, Township of Machar, Municipality of Magnetawan, Village of South River, Township of Strong, Village of Sundridge, Local Services Board of Laurier, Ontario, Unincorporated Geographic Township of Lount.



South and Central Almaguin Education Fund

The Muskoka Community Foundation (MCF) is inviting high school students residing in South and Central Almaguin to apply for post-secondary education funding. The fund is intended to support high school students, residing in South and Central Almaguin, who otherwise may not have the opportunity to attend a post-secondary education institution. Successful applicants will receive up to \$5,000 in funding.

The funding may be used for post-secondary tuition, books and school related expenses. Successful applicants will have the funds deposited directly to their student account at their chosen accredited post-secondary institution, upon proof of enrolment at the accredited post-secondary institution, and provision of a student number.

Eligibility: To qualify for funding:

- a) The applicant must be a high school student, **residing** in South or Central Almaguin¹. Application to the fund is open to students attending high school either in Almaguin or Muskoka.
- b) The applicant must be furthering their education at a post-secondary level which may include attendance at an accredited university, college, trade school or other accredited institution which leads to a degree, diploma or certificate upon completion.

THE APPLICATION PROCESS

1. Complete the attached application – pages 2 and 3. **(Note: there are 15 questions)**
2. Provide 2 references – see page 3
3. Submit the application and references by email (preferred), or mail, to:

Muskoka Community Foundation
440 Ecclestone Drive, Bracebridge ON P1L 1Z6
705-646-1220 info@muskokacommunityfoundation.ca

APPLICATION DEADLINE: 12 Noon, February 2nd, 2018

Applications received after this time will not be considered for funding.
Incomplete applications will not be considered.

We will acknowledge that we have received your application, and we will contact you if we need additional information.

Muskoka Community Foundation will notify successful applicants by March 2, 2018.

**All decisions by the Muskoka Community Foundation are final and not subject to review.
Approval of funding does not commit Muskoka Community Foundation to future funding.**

For more information, contact:

Lynn DeCaro, Executive Director
Muskoka Community Foundation
440 Ecclestone Drive, Bracebridge ON P1L 1Z6
705-646-1220 info@muskokacommunityfoundation.ca
www.muskokacommunityfoundation.ca

Council MTG. of June 5/19
Agenda Item # ~~7.2.1.~~
6.1.

¹ **South Almaguin:** Township of Armour, Village of Burk's Falls, Town of Kearney, Township of McMurrich/Monteith, Township of Perry, Township of Ryerson. **Central Almaguin:** Township of Joly, Township of Machar, Municipality of Magnetawan, Village of South River, Township of Strong, Village of Sundridge, Local Services Board of Laurier, Ontario, Unincorporated Geographic Township of Lount.



Muskoka Community Foundation

South and Central Almaguin Education Fund

Application Form

Applicant Information:

Name: First: _____ Last: _____ Date of Birth: _____
(mm/dd/yyyy)

Address: _____
(include Postal Code)

Mailing Address (if different): _____
(include Postal Code)

Home Phone: _____ Cell Phone: _____ Email: _____

High School currently attending: _____ Date of Graduation: _____
(mm/dd/yyyy)

1. I have applied to the following post-secondary institutions:

a) _____ Course of Study: _____
Accepted? No Yes Not yet heard

b) _____ Course of Study: _____
Accepted? No Yes Not yet heard

c) _____ Course of Study: _____
Accepted? No Yes Not yet heard

2. Do you have a Student ID # from a post-secondary institution? Not yet heard Yes If yes, please provide the name of the post-secondary institution and the Student ID #:

3. Have you applied for, or received any other Academic Awards, Scholarships, Bursaries? No Yes If yes, please provide the name of the award, date, and amount: _____

4. Have you or will you apply for Ontario Student Assistance Program (OSAP) funding? No Yes
If yes, how much OSAP funding have you requested? _____

5. Has your application for OSAP funding been accepted? No Yes Not yet heard
If yes, how much OSAP funding have / will you receive? _____

6. Do you have access to funds from a Registered Education Savings Plan (RESP)? No Yes
If yes, how much RESP income will you access for first year? _____

7. What is your anticipated tuition for the first year? _____

8. How much funding are you requesting from the South and Central Almaguin Education Fund and how would you use the funds?

9. What are your plans if you are not successful in obtaining funding from the South and Central Almaguin Education Fund?



South and Central Almaguin Education Fund

On a separate page, please respond to the following:

10. Tell us about yourself, your family and the reasons behind your chosen course of study for post-secondary education.
11. Do you have a (part-time) job or volunteer position during the school year? If so, please tell us what you do.
12. Extra Curricular Activities: Describe any interests, sports, achievements or recognitions you have received.
13. What did you do last summer?
14. What other financial resources are available to you?
15. How will this funding make a difference to you?

References

Please attach 2 reference letters that speak to your strengths, to this application; one reference letter must be from a teacher. Please ensure that the reference letters include the writers' contact information, including phone number and email address.

Do you have questions? If so, please attach to this application.

Family Information: Name of Parent(s) / Guardian(s):

First: _____ Last: _____ Relationship: _____

Address: _____
(include Postal Code)

Mailing Address (if different): _____
(include Postal Code)

Home Phone: _____ Cell Phone: _____ Email: _____

Applicant Signature: _____ Date: _____
(mm/dd/yyyy)

Parent / Guardian Signature: _____ Date: _____
(listed above, if applicant is under 18) (mm/dd/yyyy)

By signing this document the applicant:

- i. ***expressly acknowledges and consents to release of information as required by Muskoka Community Foundation regarding applications received, decisions made and other matters relating to the granting process and in accordance with the Personal Information Protection and Electronic Documents Act.***
- ii. ***states that the information provided on the application is true and accurate and that Muskoka Community Foundation may require supporting documentation be provided.***

If any information is found, at any time, to be untrue, any funding provided will be required to be repaid in full.

APPLICATION DEADLINE: 12 Noon, February 2, 2018

Applications received after this time will not be considered for funding.
Incomplete applications will not be considered.

**All decisions by the Muskoka Community Foundation are final and not subject to review.
Approval of funding does not commit Muskoka Community Foundation to future funding.**

MAY 22 2019

RECEIVED

May 20, 2019

To the Chair and Members of the
Council of the Town of Magnetawan

Regarding: the condition of North Whalley Lake Road

We, the undersigned, are owners and temporary residents of the property designated as 1055 North Whalley Lake Road. We are writing to you hours after returning to Toronto from our first stay at the lake this season.

We have owned this property since 1988 and we can assure members of Council that in all these years we have not seen this road in this state of disrepair. We readily concede that the incessant rain and inclement weather have contributed to its current very unsafe state. We spoke to the person in charge of roads on Friday afternoon, May 18th, who explained that it is impossible to bring a truck in as the road is so soft. Precisely. That is the worry and the issue and the reason why we are writing to you today.

We respectfully submit that years of neglect and/or haphazard grading have not helped: for the past nine years we have had permanent residents living next door to us who have had to do battle with this road every winter and spring. We are concerned about the access of emergency services for our neighbour who has had serious medical issues to contend with this past year and required an ambulance to attend. Mercifully, this was in March when the road was still frozen. Today, there is no way an ambulance would make it through. It is inconceivable to us that currently a seriously ill patient must attend complex treatment in an all-terrain vehicle up to the main crossroad because North Whalley Lake Road is unsafe for normal vehicular travel.

It is such a risk to drive on this road that we are unwilling to return until later in June. That has NEVER happened yet. We hope that by then the road will be dry and the much-needed work will have taken place. Culverts are practically visible as all the earth has washed away from them. There are deep ruts and holes covered by planks of wood: you must line up your wheels, take a deep breath and utter a prayer while you go over...hoping that you won't sink or slip off into the mud.

You have been sent photographs by our neighbours, Mr. and Mrs. Bill and Cindy Hinds, to illustrate the facts we describe. Please make the necessary budgetary decisions and invest in building this road up to a reasonable standard. All we are asking is what you all would want for yourselves: the ability to come and go safely, without risk of harm to our vehicles and/or ourselves.

Thank you for your consideration,

Daniel and Beatrice Traub-Werner

Council MTG. of June 5/19
Agenda Item # 7.1.1.

MEMORANDUM

DATE: May 28th, 2019

TO: Mayor & Council, Municipality of Magnetawan

CC: Clerk-Administrator

FROM: Scott Edwards, Public Works Superintendent

SUBJECT: North Whalley Lake Road, Conversion to full maintenance

In mid-May, 2019 it was brought to the attention of the PWS to provide an option for a long term solution to maintain North Whalley Lake Road year round.

The PWS patrolled North Whalley Lake Road on May 8th and 9th 2019 to obtain data and observations required to make the following assessment as well as discussed with Staff as to their observations over the last several years.

The present day North Whalley Lake Road is a road that has 1 full time Residence and 6 Seasonal. During the winter it is plowed both 1.8 km from Nippissing Rd to the First Plow Turn Around and then remaining 2.2km to the end at the Final Plow Turn Around as per the Request on August 17th 2012.

During the spring months when the frost comes out of the road and after days of heavy precipitation it becomes soft and very muddy with corduroy coming up 7" by 10" wide through large sections. This limits both the time and resources to address the issues that arise being able to drive into a Cottage or Residential Home. Due to the muddy condition of the road heavy equipment such as Graders and Tandem trucks cannot get in during this time. If heavy equipment was sent in to facilitate maintenance requested, it would do more damage than good. Therefore, in the past, repairs are limited and weather dependant.

There is no defined cross-section or any controlled horizontal profile to the road. That is, there are some ditches and some steep grades, caused mostly by the close proximity of bedrock to the surface. Heavy water cuts exist at some locations indicating a lack of any designed drainage. Opening up this road to two lanes would be quite expensive, but opening it up as a wide one-lane is within reasonable means depending on one's purposeful point of view. To do this in an "In House" cost efficient short time solution rate would be to raise the road at a 500mm lift 2" minus B Gravel. Since there is no existing roadbed and the cost to remove the sub grade with a Bull Dozer in a limited space would be costly. The 2" minus B platform would be a 6m wide compacted travel surface which should give more strength and durability than the existing base at present.

To give an indication of required operations and approximate costs, the PWS respectfully submits the following based on one wide lane development;

2" minus B Gravel: 500mm lift = \$225,400.00

Labour and Equipment = \$83,539.00

Total (no tax) = **\$308,939.00**

The reader should note that these figures are estimates and may fluctuate once the project starts.

Do note that on August 17th 2012 an Agreement was signed with the understanding that "Arrangement's for Access" would have to be made by the Residents during the spring and fall time periods. The Municipality has done some improvements over the years, such as grading, adding material, culvert replacement, ditching as well as snow plowing.

This year we have installed 3 culverts as well as readjusted additional culverts as required , 3 tonnes of 2" B gravel has been brought in, additional ditching as required comes to an estimated \$5,848.00 to date in labour, equipment and material cost.

These repairs are expected to last into spring and continue to hold with minimal maintenance, Residents have commented positively on this recent work and feel this will be an improvement moving forward.

This is meeting the Municipality of Magnetawan's portion of the Agreement and is ensuring safe travel for both the Residents and Municipal vehicles for both maintenance and emergency purposes.

Submitted by:

Scott Edwards, CRS-S,

Public Works Superintendent

May 21, 2019



May 28, 2019

Municipality of Magnetawan
4304 Hwy#520
Magnetawan, ON

E-mail: deputyclerk@magnetawan.com

Attention: Nicole Fraser
Clerk-Administrator

Re: 2019 Annual Monitoring and Reporting – Chapman and Croft Landfill
Request for Proposal
Pinchin File: 225335.002

Pinchin Ltd. (Pinchin) is pleased to provide this proposal in response to your request for the 2019 Monitoring and Annual Reporting at the Chapman and Croft Landfills, along with a waste capacity assessment at the Chapman Site and a drone survey at the Croft Site. We have provided the requested technical and pricing information based on our current understanding of the Site conditions. Pinchin is well qualified to take on this work and we trust our proposal meets your expectations. We look forward to discussing the project in more detail. Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

Pinchin Ltd.

Prepared by:

Reviewed by:

Ryan Lawrence, B. Sc.
Senior Client Manager
705.521.0560 ext. 3408
rlawrence@pinchin.com

Tim McBride, B.Sc., P.Geo., QP_{ESA}
Director, Landfill & Municipal Services
705.521.0560 ext. 3416
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1.0 EXECUTIVE SUMMARY

Pinchin Ltd. (Pinchin) is a multidisciplinary consulting firm that provides a wide range of engineering, geosciences, environmental, and occupational health and safety solutions across Canada.

The scope of work that Pinchin routinely fulfills for our landfill projects includes:

- Sampling groundwater, surface water and leachate/condensate;
- Recording field observations, including water levels and field measurements;
- Comparing sample values against applicable criteria, including applicable Ministry of the Environment, Conservation and Parks (MECP – formerly known as the Ministry of the Environment and Climate Change - MOECC) standards;
- Preparing interim reports that include description of sampling locations, sampling methodology, results, recommendations, figures and drawings;
- Preparing final reports that incorporate the information of the interim reports, along with trend analysis; and
- Project management meetings and progress updates.

Additionally, Pinchin has provided training services in leachate sampling and analysis and remediation design planning for landfills. Pinchin is experienced in developing and implementing residential well sampling programs, including notification and consultation with affected residents prior to sampling and after each sampling event and communication with the responsible government agency.

Notably, Pinchin regularly presents at a number of high profile environmental conferences, such as the RemTech conference in Banff and Science Advisory Board on Contaminated Sites workshop in Vancouver, on innovative methods for conducting on-site investigation and remediation activities.

Pinchin has extensive experience conducting environmental sampling at contaminated sites across Canada. The project staff dedicated to this project have significant background in landfill projects, particularly for groundwater, surface water, leachate, and landfill gas monitoring. Each of the landfills operated within a Certificate of Approval or Environmental Compliance Approval, and each project was completed on time and on budget.



2.0 PROPONENT PROFILE AND CORPORATE EXPERIENCE

2.1 Profile Summary

From St. John's to Victoria, Pinchin is part of the Pinchin Group, a network of three regionally-owned companies, Pinchin Ltd. in Central and Western Canada, Pinchin LeBlanc in Eastern Canada, and Le Groupe Gesfor Poirier Pinchin, in Quebec, that is staffed by a team of over 700 skilled and experienced professional engineers, scientists, industrial hygienists, geologists, technologists, project managers and support staff, to offer you localized solutions to complex problems. In Ontario, Pinchin is a member in good standing of both the Professional Engineer of Ontario (PEO) and Association of Professional Geoscientist of Ontario (APGO).

2.2 Corporate history

Established in 1981 by Dr. Don Pinchin, whose specialized expertise and knowledge in the asbestos abatement industry became the solid foundation for a company that now provides services in these areas:

- Landfill Assessment and Compliance Monitoring;
- Environmental Due Diligence and Remediation;
- Sustainability and Building Science;
- Emissions Reduction and Compliance;
- Environmental Laboratory Services (Asbestos, Lead, Mould, Odour);
- Indoor Air Quality and Mould;
- Hazardous Materials (Asbestos, Lead); and
- Occupational Health and Safety.

Pinchin continues to build on our reputation as a highly-trusted consulting firm that is responsive and sure-footed for our customers in today's rapidly shifting economic, environmental, social and political terrain. From a thorough understanding of our indoor environments and the hazards that can affect both people and profits, to up-to-date expertise on assessing a company's carbon footprint, Pinchin looks forward to working with an increasingly diverse range of customers to provide innovative and effective services and solutions.



2.3 Subcontractors

Pinchin will use its own forces for the monitoring of the landfills with the use of an accredited analytical laboratory. The aerial surveys will be conducted by William Day Construction.

2.4 Corporate Experience

Pinchin has been actively involved in landfill management since its inception over 25 years ago, and possesses significant experience in all aspects of landfill engineering, monitoring and closure for both non-hazardous and hazardous waste disposal facilities. Pinchin is currently (i.e., during the 2018 monitoring year alone) responsible for the completion of annual monitoring for groundwater, surface water and landfill gas at over 50 landfill and sewage lagoon sites across Ontario. Of these monitoring programs, approximately half are multi-year contracts with lengths ranging from three to five years. In addition to these annual monitoring programs, Pinchin is currently involved in various landfill projects requiring regular liaison with regulators including the MECP, as well as other government agencies, such as the Ministry of Transportation and the Ministry of Natural Resources and Forestry. For various sites at which Pinchin conducts annual monitoring, Pinchin also assists with capacity assessments, amendments to ECAs, Development and Operations Plans, Closure Plans, financial assurance estimates and other documents to be submitted to the MECP in addition to the annual monitoring reports.

Examples of relevant projects being carried out and/or completed by Pinchin in Ontario, limited to the last five years, include the following:

Ministry of Natural Resources and Forestry

Timmins District Office, PO Box 3080, Highway 101, South Porcupine, ON

Megan Kilgour, 705-235-1150

Contract Value \$190,000.00 (44 landfills, including drilling and analytical fees)

“2017 - 2018 Northeastern Ontario Annual Waste Disposal Site Groundwater & Surface Water Monitoring & Reporting Project”

Essar Algoma Steel Inc.

105 West Street, Sault Ste. Marie, ON

Fred Post, 705-945-4568

Contract Value \$350,000.00 (Private Landfill and Material Storage Facility, 3 years of monitoring including analytical fees)

“2012-2015 & 2016-2018 Annual Groundwater and Surface Water Monitoring Program”



Town of Cochrane

PO Box 490, Town of Cochrane, ON

Shane Skinner, 705-272-5064

Contract Value \$18,000.00 (2 landfills annually, not including analytical fees)

“2012-2017 Town of Cochrane Annual Landfill Monitoring and Reporting Project”

Township of Hornepayne

PO Box 370, 68 Front Street, Hornepayne, ON

Gail Jaremy, 807-868-2020

Contract Value \$29,000.00 (2 landfills annually, including analytical fees)

“2010-2011 & 2014-2015 Hornepayne Annual Waste Disposal Site Monitoring & Reporting Project”

Township of Jocelyn

3670 5th Side Road, Jocelyn, ON

Janet Boucher, 705-246-2025

Contract Value \$32,000.00 (1 landfill annually for six years, including analytical fees)

“2016-2021 Jocelyn Township Annual Waste Disposal Site Monitoring & Reporting Project”

Township of Spanish & Sables Rivers

PO Box 70, 8 Trunk Road, Spanish, ON

Kim Sloss, 705-844-2300

Contract Value \$107,000.00 (5 landfills annually, including analytical fees)

“2016-2020 Spanish Sables Townships Annual Waste Disposal Site Monitoring & Reporting Project”

Township of Iroquois Falls

253 Main Street, Iroquois Falls, ON

Joel Cyr, 705-232-6391

Contract Value \$15,000.00 / year (1 landfill annually, including analytical fees)

“2014-2018 Iroquois Falls Annual Waste Disposal Site Monitoring & Reporting Project”



Town of Englehart

PO Box 399, Englehart, ON

Ryan Vickery, 705-544-2244

Contract Value \$8,000.00 / year (1 landfill annually, including analytical fees)

“2015-2018 Englehart Annual Waste Disposal Site Monitoring & Reporting Project”

Township of McGarry / Virginiatown

27 Webster Street, McGarry, ON

Clermont Lapointe, 705-634-2145

Contract Value \$12,500.00 / year (1 landfill annually, including analytical fees)

“2015-2018 McGarry Annual Waste Disposal Site Monitoring & Reporting Project”

2.5 Supplier Diversity

Pinchin does not have a formal diversity policy in terms of suppliers, however Pinchin has on boarded a variety of vendors that help us maintain a diverse portfolio.

3.0 ORGANIZATION AND PROJECT TEAM

Tim McBride, B.Sc., P.Geo., QP_{ESA}, Hydrogeologist

Mr. McBride will be designated as the Project Manager for the project. Mr. McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program) and has over twenty years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, sub watershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario.

Mr. McBride has supervised and reviewed many different kinds of projects including waste management planning studies, federal environmental assessments, waste disposal site hydrogeological studies, Design & Operations Plans, landfill monitoring (municipal and wood-waste with comparison to Guideline B-7), large diameter well installations (for drinking water, process water and landfill leachate collection),



hauled sewage site monitoring and reporting, well-head protection studies, industrial stack testing, mine tailings assessments, designated substance surveys, geotechnical investigations, soil and ground water inspections and drinking water inspections in both residential and municipal settings.

A detailed resume is attached in Appendix I: Resumes.

4.0 PROPOSED SYSTEM

4.1 Pinchin Project Team Management

Pinchin's Project Manager will provide overall responsibility for the project, the Project Team and will also be the key point of contact for the Municipality. The Project Manager has autonomy to assign and retain team members that best suit project delivery. This process empowers efficient project delivery and efficient Client liaison. The Project Manager, with possible assistance from a Project Coordinator, will also be responsible for the development and implementation of the project schedule and supervision of field personnel. The Project Manager will ensure that all of the resources required by the project (including senior document review and additional personnel if required) are available and are utilized in the most efficient way possible in order to optimize the project's approved budget and to ensure that deadlines and project requirements are met.

4.2 Integration of Pinchin's Team with the Client's Team

At the project outset, Pinchin will develop a system of communication to ensure that all pertinent information pertaining to the project is communicated to the Municipality in a timely manner and in a fashion acceptable to the Municipality (telephone, email, etc.). Information communicated to Pinchin by the Municipality may be sent directly to Pinchin's Project Manager for communication to staff engaged in project activities. Pinchin's Project Manager will be available to the Municipality at all times during the project to provide status updates, schedule information, and to answer questions regarding the work.

4.3 Notification of Award and Project Initiation

Upon receipt of notification of award, Pinchin's Project Manager will enter the project details into our project management software system ("*Vision*") which will assist in tracking project costs and schedule. All of the appropriate project, Client and billing information will be entered allowing for project personnel to appropriately track project costs (consulting labour and disbursements) in a manner allowing for easy preparation of financial updates and status reports on an as-needed basis.



4.4 Project Kick-Off Meeting

Critical to the success of the project will be the seamless transfer of information between Pinchin and the Municipality. It will be the responsibility of the Pinchin Project Manager to help make sure that this happens. At the commencement of the project, the Pinchin Project Manager will meet with the Municipality's Project Manager (via conference call) and any other required members of the Project Team for introductions, to receive a thorough understanding of the makeup of the Project Team and the roles and responsibilities of all parties and to establish communication pathways that will be used throughout the project. The project kick-off meeting will also confirm project objectives and scheduling, and establish appropriate methods for data transfer. This meeting may be held via teleconference if deemed appropriate by all parties.

Upon completion of our kick-off meeting with the Municipality, Pinchin's Project Team will meet to fully review the project's scheduling, scope of work, technical and health and safety requirements and Client expectations. A Hazard Assessment document will be prepared for the project to identify the potential hazards, assess risk and develop adequate controls to eliminate or control the hazards. The Hazard Assessment is reviewed and signed off by all Project Team members prior to site work/visit.

5.0 WORK PLANS AND DELIVERABLES

The following sections detail the methodology and scope of work for each deliverable of the assignment.

The purpose of completing the monitoring program for the Sites is to provide the required MECP annual reports that include an overview of the respective Sites' environmental monitoring, environmental compliance, and operations summaries as well as provide all technical elements related to water quality aspects. Pinchin proposes to complete these environmental monitoring and reporting requirements as a compliance requirement under the site-specific ECA for the Site and in compliance with the applicable regulatory requirements.

Pinchin proposes to carry out the monitoring program at the Sites in accordance with the following documents:

- Ontario Regulation (O.Reg.) 232/98, "Landfilling Sites", under the Environmental Protection Act;
- MECP, January 2012, "Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites" (MOECC Landfill Standards);
- O.Reg. 101/07 Waste Management Projects and MOECC, March 2007, "Guide to Environmental Assessment Requirements for Waste Management Projects", under the Environmental Assessment Act;



- MECP, April 1994, “Incorporation of the Reasonable Use Concept into MOEE Groundwater Management Activities, Guideline B-7 (formerly 15-08)” (Guideline B-7); and, “Determination of Contaminant Limits and Attenuation Zones, Procedure B-7-1”, (formerly referenced by 15-08);
- O.Reg. 347/00 R.R.O. 1990, “General – Waste Management”, under the Environmental Protection Act;
- O.Reg. 903 R.R.O. 1990, “Wells”, under the Ontario Water Resources Act;
- O.Reg. 169/03, “Ontario Drinking Water Quality Standards” (ODWQS), under the Safe Drinking Water Act, 2002;
- MECP, June 2003, revised June 2006, “Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines”;
- MECP, November 2010, “Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document”;
- Ontario Ministry of Environment and Energy, July 1994, “Water Management Policies Guidelines and Provincial Water Quality Objectives” (PWQO); and
- MECP, December 1996, “Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario” (Sampling Document).

Pinchin shall complete the proposed tasks in accordance with the above-mentioned applicable landfill standards and documents to ensure consistency with generally applied professional practices, including the recently released MECP guidance for Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document.

5.1 Sampling and Data Collection Program

Pinchin will conduct an environmental monitoring program which will consist of the collection of groundwater and surface water at the Chapman and Croft Landfills as outlined below. It is proposed that the environmental monitoring be completed in the spring (June), and fall (October/November) of 2019.

Chapman

Each environmental monitoring program will consist of the collection of 13 groundwater samples, plus 2 duplicates and 4 surface water samples, plus 1 duplicate.

Croft

Each environmental monitoring program will consist of the collection of 8 groundwater samples, plus 1 duplicate and 3 surface water samples, plus 1 duplicate.



The scope of work for the environmental monitoring program will consist of the following activities:

Groundwater Monitoring

Pinchin will review the Site-specific monitoring well locations and will notify the Client prior to field activities. Pinchin will subsequently mobilize staff to the Sites for field monitoring activities;

- A series of samples shall be collected from multiple locations using standard purging and sampling equipment an effort will be made to minimize potential for cross-contamination by initiating sampling at the lesser-contaminated monitoring well installations and progress to locations with higher potential levels of contamination;
- An inspection will be completed of each groundwater monitoring well installation for damage and/or compliance with O.Reg. 903. Confirmatory measurements of the well construction details will be collected to confirm the well installation details;
- Static groundwater levels shall be collected at all monitoring well locations during the monitoring event using a 100-metre water level tape. Measurements will be collected from the top of riser pipe and will be utilized to determine hydraulic vectors and gradients, and to determine whether rising or falling groundwater elevations significantly affect contaminant migration. At a minimum, two replicate readings shall be collected no less than three minutes apart to ensure level stabilization;
- Each monitoring well shall be purged during the sampling event prior to the collection of sample. Monitoring wells shall be purged using new or existing 3/8" High Density Polyethylene (HDPE) tubing sampling equipment, which will be replaced where required (Pinchin is to unsure that existing tubing is reliable in both performance and quality and may need to be replaced). Pinchin shall purge a minimum of three (3) well volumes to a maximum of six (6) well volumes using new Pinchin-supplied sampling equipment until the well volume column is representative of the surrounding formation;
- During purging activities, additional groundwater monitoring parameters shall be collected from each monitoring well using a calibrated YSI-556 water quality meter for real-time in-situ measurement of field parameters including:
 - Dissolved Oxygen (DO);
 - Conductivity;
 - pH;
 - Temperature;
 - Total Dissolved Solids (TDS); and



- Oxidation-Reduction Potential (ORP).
- Groundwater samples shall be collected from each groundwater monitoring installation in accordance with the MECP Sampling Document. Dissolved parameters will be field-filtered using an in-line 0.45 micron disposable filter. Upon completion of field sampling and monitoring activities, all samples collected shall be submitted for analyses to a laboratory accredited by the Canadian Association for Laboratory Accreditation (CALA) in accordance with the International Standards ISO/IEC 17025 “General Requirement for the Competence of Testing and Calibration Laboratories“, dated December 15, 1999. All parameters will be tested using MECP approved procedures and the analytical methods prescribed in the “Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act” dated March 9, 2004, amended July 1, 2011;
- All groundwater samples will be analysed during the monitoring event at the pre-determined monitoring well locations for the parameters listed in 2018 Water Quality Summary report. Although some laboratory packages may include additional testing parameters, Pinchin will only report parameter analyses results as per the supplied parameter lists;
- Groundwater sample results will be compared to the applicable Ontario Drinking Water Quality Standards and/or reasonable groundwater usage parameters, and shall be further assessed using Guideline B-7 to establish and determine levels of contaminant discharges to the groundwater formation, which would be considered acceptable by the MECP, for naturally attenuating landfill sites; and
- Pinchin shall collect and submit one groundwater field duplicate per ten or less samples recovered for quality assurance and quality control purposes (QA/QC), per sampling event.

Surface Water Monitoring

During each monitoring event, the following tasks of the surface water monitoring activities will be conducted at each Site requiring surface water monitoring:

- All field activities will be initiated at the down-stream locations working up-stream to avoid sediment disturbance and biases influencing sample integrity;
- Wherever practical, Pinchin will collect samples and field monitoring at mid-stream rather than nearshore locations. Samples collected from mid-stream reduce the possibilities of contamination (i.e., shore effects - back eddies, seepage from near shore soils,

atmospheric components such as pollen concentrating in slow moving water, etc.).

Samples will not be taken in back eddies or brackish waters unless required by the monitoring program objectives. If the flow is sufficiently slow that the collector can wade into the stream without risk, then the sample will be collected at a depth that does not pose a threat. If conditions dictate that the sample be taken from the stream bank, any deviations from the standard protocol will be accurately documented;

- During field measurement collection, surface water monitoring parameters shall be collected from each location using a YSI-556 water quality meter real-time in-situ measurement of field parameters including:
 - DO;
 - Conductivity;
 - pH;
 - Temperature;
 - TDS; and
 - ORP.
- Water samples shall be collected from the specified surface water monitoring locations mid-stream and mid-depth to minimize sediment, in accordance with the MECP Sampling Document. Upon completion of field sampling and monitoring activities, all samples collected shall be submitted for analyses to a laboratory accredited by CALA. All parameters will be tested for using MECP approved procedures and the analytical methods prescribed in the “Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act”, dated March 9, 2004, amended July 1, 2011;
- All surface water samples shall be analysed during the monitoring events at the pre-determined surface water monitoring locations for parameters listed in 2018 Water Quality Summary report;
- Flow rate estimates will be collected at all surface water monitoring locations as specified in the RFB;
- Pinchin will only report parameter analyses results as per the supplied parameter lists although some laboratory packages may include additional testing parameters; and
- Surface water sample results will be compared to the applicable PWQO criteria.



Waste Capacity Assessment (Chapman only)

- The objective of the Waste Capacity Assessment is to determine a long-term plan to ensure adherence to safety guidelines, compliance with applicable legislation and environmental approvals while establishing minimal environmental impact thresholds. A landfill capacity study will determine the location of current waste while determining the area available for future waste disposal based upon an estimated annual fill rate (population, users and estimated amount of annual waste).

Topographic Survey (Chapman and Croft)

To perform the topographic survey at the Site, Pinchin proposes the following:

- A topographic survey of the Site will be completed to identify waste areas and key site features; and
- The topographic survey will be used to develop a digital elevation model and digital terrain model to be included in the final study. A geodetic benchmark will be established on-Site

5.2 Annual Monitoring Report

Following completion of water sampling and analysis, Pinchin will prepare an Annual Monitoring Report for each Sites. The report will be prepared by a qualified person and will include the following mandatory provisions:

- A review of the 2019 groundwater, surface water quality data;
- A comparison to the water quality data to the historical data;
- A discussion regarding the QA/QC program and whether relative percent differences and major ion balance percentages are within acceptable limits;
- Conclusions and recommendations for future monitoring that links the results of current findings to previous studies (provided by the Municipality); and
- A detailed map indicating the sampling locations (groundwater and surface water), as well as a depiction of the designated operational areas.

As directed in the scope of the work, Pinchin has provided an allowance to present the findings of the 2019 monitoring program and memo to the Municipality and has provided this as an optional line item in the detailed cost breakdown and personnel matrix.



6.0 QUALITY ASSURANCE PLAN

Pinchin employs a number of quality management systems and standard operating practices designed to ensure the delivery of every project and complete Client satisfaction. Our quality management systems ensure the consistent delivery of our services, reports and specifications Pinchin has developed, for all aspects of our work, systems to ensure the consistent quality and delivery of our services, reports and specifications. Some of the most effective are as follows:

- **Standardized Meeting Process:** For all meetings Pinchin will prepare or contribute to a written agenda to ensure that meetings are kept on point and discussion items are relevant to the meeting objective. For meetings run by Pinchin we commit to submitting Agendas at least 3-5 business days ahead of time so participants can adequately prepare for the meeting. Minutes with action items will be forwarded to the meeting participants within 2 business days following the meeting.
- **Standardized, Pre-reviewed Documentation, and Report Formats:** It has been recognised by Pinchin for many years that quality control for Clients can be best met by utilizing the information which specialists within the Company possess. In order to ensure that the information is available to all personnel, Pinchin utilizes master documents which have been developed by key specialists across Canada and reviewed by National “focus groups”. The focus groups meet face to face or by teleconference four times per year. This ensures that our documents remain up to date and they also incorporate local requirements.
- **Senior Review of Documents:** All documents issued by Pinchin are subject to peer review by a specialist in the same group. A signed review checklist sheet is prepared by the report author and submitted to the reviewer with the report, who then in turn signs off the review process. This signed review sheet is maintained for all projects within the project file.
- **Equipment Maintenance and Calibration:** All equipment used during project assignments is maintained and calibrated in accordance with our field procedures and manufacturer’s instructions. All calibration records are maintained within the project file.
- **Use of Accredited Laboratories:** Pinchin has agreements with nearly a dozen accredited laboratories in Canada and the United States which ensures the highest level of quality. Pinchin uses only laboratories certified by the Canadian Environmental laboratories Association to test for environmental parameters.



- **Field Audits:** As a performance verification process, Pinchin conducts periodic audits of team members. This includes Project Managers attending field sites to observe activities and verify that expected standards and practices are being followed.

Pinchin uses recognized industry standards, including the Canadian Council of Ministers of the Environment (CCME) Subsurface Assessment Handbook for Contaminated Sites and MECP’s manual on “Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario” for conducting environmental assessments. For quality assurance, all work is supervised and internally reviewed by senior staff members.

Where applicable, field sampling equipment decontamination will be completed in accordance with accepted protocols. As a minimum, sampling equipment is washed with detergent solution and rinsed with distilled water between sampling. Decontamination procedures will vary, depending on the project nature, and will be undertaken to prevent any cross-contamination between sampling sites. Screening instruments are calibrated periodically.

For every ten groundwater samples collected, one field duplicate sample will be collected and included in the laboratory submission for analysis. Laboratory blanks and duplicates will also be used to ensure sample integrity. Relative Percent Differences (RPDs) will be calculated and discussed where applicable. Samples will be placed in appropriate sample containers provided by the laboratory and preserved (as required based on type of analysis) until delivered (shipped by courier or hand delivered) to the laboratory for analysis. A chain of custody form will accompany samples at all points of handling.

7.0 COST OF SERVICES

The estimated costs for the completion of the annual monitoring and reporting program along with the additional scope of work for the Chapman and Croft Landfill Sites are provided in Appendix II and include a detailed breakdown of fees and disbursements. The overall cost to complete the required work program is estimated to be **\$19,401.00** and **\$12,567.00**, the Chapman and Croft Landfill Sites, respectively. This cost does not include 13% HST.

This cost estimate assumes that Pinchin will pay the laboratory sub-contractor directly. The costs for the work program are based on a time plus disbursements basis and will be invoiced monthly. Incidental disbursements (faxes, photocopies, long distance, computer usage, etc.) will be invoiced at 3% of fees. Out of office disbursements will be charged at cost plus 10% and mileage will be billed at \$0.57/km. The overall costs for each Site are to represent a maximum upset limit.



Our estimated cost is based on Pinchin's current knowledge of site conditions and the client's requirements. Should conditions vary during the course of the investigation, Pinchin reserves the right to modify this workplan; however, no budgetary changes will be made without written authorization from the client.

The estimate in this proposal will be honoured for a period of 90 days, after which Pinchin reserves the right to review the costing.

The proposed services are subject to the Terms and Conditions given in the "Authorization to Proceed" contract form as attached in Appendix III.

225335.002 Proposal 2019 AMR Chapman and Croft Landfill Township of Magnetawan.docx

Template: Master Pinchin Style Report Proposal (RFP Response), HO, June 14, 2018

APPENDIX I
Curriculum Vitae's



Tim McBride, B.Sc., P.Geo. QP_{ESA}

Director of Landfill and Municipal Services, Environmental Due Diligence & Remediation

Professional Summary

Mr. Tim McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program), is a Professional Geoscientist (P.Geo.), and a Qualified Person (QP_{ESA})

Tim has over twenty years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, subwatershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario. Mr. McBride has a strong background in hydrogeology, aquifer development and characterization, landfill assessment, geophysical surveys, shallow combustible gas vapour surveys, lagoon monitoring, and contaminant impact assessment and have supervised the remediation of numerous contaminated properties. This remediation experience includes excavation and off-site disposal (dig and dump), biopile construction, in-situ bioremediation and large interception well systems (pump and treat) for various contaminants including metals, petroleum hydrocarbons and polyaromatic hydrocarbons.

Education

- Environmental Hydrogeology, University of Waterloo, Waterloo, Ontario, 1997

Professional Development

- NORCAT: Northern Centre for Applied Technology, Surface Orientation,
- St. John's Ambulance: Emergency First Aid
- Fire Extinguisher Training
- Respirator Fit Test: Soucie Salo Safety, Sudbury,
- Electrical Awareness Training
- Safety, Health & Environment Leadership Training
- Basic Certification Training for Joint Health and Safety Committees (Part 1 & 2)
- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually

Professional Associations

- P.Geo. with Association of Professional Geoscientists of Ontario (APGO)

Professional Experience

Director of Landfill and Municipal Services, Environmental Due Diligence, Pinchin Ltd., 2017 – Present

Environmental Hydrogeologist and Assistant Unit Manager, AMEC Earth & Environmental, 2001 – 2017

Hydrogeologist, Trow Consulting Engineers Ltd., 1997 – 2001

Junior Environmental Analyst, INCO Ltd., Environmental Control Department, 1996 – 1997

Project Experience

Environmental Impact Monitoring

- **Weyerhaeuser Lime Mud Disposal Pits, Dryden, Ontario:** Responsible for the review field and geochemical data from historical annual groundwater monitoring reports for this industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline 8-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- **Deloro Landfill Site, Timmins, Ontario:** Responsible for the collection of field and geochemical data for annual groundwater, residential well and surface water samples from this domestic and industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- **German Township Waste Disposal Site, Timmins, Ontario:** Responsible for the collection of field and geochemical data for annual groundwater and residential well samples from this domestic waste site. Completed an annual monitoring report, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives.
- **Falconbridge, Lockerby Mine, Whitefish, Ontario:** Completed an annual groundwater monitoring report, including an assessment of the on-site disposal site versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria.
- **Tembec Sawmills, Northern Ontario:** Utilized field and geochemical data for ground and surface water samples to complete annual monitoring reports for 8 sites, including an assessment of the on-site woodwaste disposal sites versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria. Each report required individual consideration, in order to address the requirements of the individual Certificates of Approval for each site and evaluate compliance.

Hydrogeological Evaluations

- **Detailed Hydrogeological Evaluation of Two Aquifers, Onaping, Ontario:** Completed an evaluation, using large scale pumping tests, geochemical analysis and groundwater modelling, to assess

the potential of the aquifers to provide suitable and sustainable water quantity and quality for the specified water supply requirements. In addition, this report concluded as to whether the aquifers should be considered as groundwater under the direct influence ("GUDI") of surface water, as defined by the Ministry of the Environment's ("MOE") Ontario Drinking Water Standards ("ODWS") and subsequently, whether or not chemically assisted filtration and disinfection was required. Duties involved the coordination of all AMEC staff (including field, groundwater modelling, laboratory and office) and subcontractors (drilling, pump testing, particle counting, two geochemical laboratories), the preparation of monthly progress reports, invoicing, budget updates, change orders, data interpretation and presentation of the final study findings and recommendations.

- **GUDI Assessment for Larder Lake Water Works, Larder Lake, Ontario:** Conducted a GUDI study, as defined by the MOE, in support of a Certificate of Approval application. Based on a review of existing groundwater modelling, geological and chemical data, completed a detailed hydrogeological assessment of the water supply aquifer and provided recommendations for future development and maintenance.
- **Preliminary Hydrogeological Evaluation, Killarney, Ontario:** Completed a preliminary hydrogeological evaluation in order to assess the bedrock aquifer characteristics with respect to quality and quantity through review of available historical databases and information sources. Based on the estimated water supply requirements, determined the number of necessary wells, the mutual interference profiles, capture zones and potential off-site impacts.
- **Preliminary Site Servicing Options Study, Proposed Industrial Park, Earlton, Ontario:** Required to investigate servicing options and constraints since the existing infrastructure that supplies water and sewer did not extend to the subject lands. The potential yield of the aquifer was subsequently evaluated in terms of its suitability as a long-term water source for the industrial development. The shallow soil conditions were also reviewed in order to assess the feasibility of individual sewage disposal systems. Based on the estimated development requirements, determined the mutual interference profiles, capture zones and potential off-site impacts.

Site Decommissioning and Remediation Studies

- **INCO Crean Hill Mine Landfill Site, Whitefish, Ontario:** Completed the closure design and construction management for an industrial landfill site associated with the Crean Hill Mine operations. Prepared a final site grading plan in order to meet the MOE specified slopes, as well as the design of two landfill cap systems (i.e., low permeability soil versus geosynthetic clay liner). Prepared tender documents for the preferred cap system (low permeability soil) and supervised construction of the landfill cap.
- **Phase I/II and III Environmental Site Assessments, Sudbury Ontario:** Conducted a limited Phase I and II ESA to evaluate the environmental condition of four commercial properties in Sudbury. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.

- **Site Remediation, Hydro Transformer Sub-Station, Sturgeon Falls, Ontario:** Directed site remediation activities for an abandoned distribution station, surrounded by residential land, contaminated with polychlorinated biphenyls (PCB). Collected the appropriate number of verification samples to evaluate the final environmental status of the site as per the current guidelines.
- **Residential Fuel Spill, Little Current, Ontario:** Supervised the removal of residual hydrocarbon contaminated overburden materials and the installation of a free product interception well. Installed a passive petroleum product collection system in the existing on-site bedrock well to recover free phase petroleum product from within the fractured limestone aquifer and conducted indoor air quality sampling to document the final environmental status of the site.

Environmental Investigations

- **Phase I Environmental Site Assessments - Bridgestone/Firestone Properties, Northern Ontario:** Supervised and assisted AMEC staff in conducting site reconnaissance visits, interviews knowledgeable on-site personnel, research of historical land uses and identified areas of actual and potential environmental concern for five Bridgestone/Firestone sites in Northern Ontario. Summarized all findings into concise reports, including off-site concerns. Responsible for data collection, reporting, review, invoicing and client progress reports.
- **Phase I Environmental Site Assessment, Home Depot, North Bay, Ontario:** Completed a complex Phase I ESA report on five individual parcels, prior to a land transaction for a proposed Home Depot Home Improvement Warehouse in North Bay, Ontario. The land uses varied from a furniture store to a scrap steel and salvage yard. Evaluated the land uses of the five individual lots and the associated potential environmental concerns.
- **Phase I/II and III Environmental Site Assessments, Petroleum Distributor, Northern Ontario:** Conducted Phase I and II ESA's to evaluate the environmental conditions of twenty-five commercial properties across Northern Ontario, including active and former retail fuel outlets and bulk plant facilities. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort at fifteen of these sites. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.
- **Phase I and II Environmental Site Assessment, North Bay, Ontario:** Conducted a Phase I ESA and subsequent Phase II ESA to evaluate the environmental condition of a commercial property in North Bay. Identified potential and actual sources contamination on-site and from adjacent land uses. Responsible for coordinating the intrusive soil and groundwater sampling program, field screening and selection of worst-case samples for laboratory submission. Prepared the final report comparing the findings to the applicable guidelines and provided recommendations for required future investigations.

APPENDIX II
Detailed Personnel Cost Matrix

2019 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CHAPMAN

Task and Scope		PINCHIN TEAM				Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs
		Director Landfill Services T. McBride \$180 per hour	Field Technician \$60 per hour	CAD Draftsman \$70 per hour	Clerical \$50 per hour			Incidental (office & field equip.) (3% of fees)	Major (field expenses, mileage, etc.)	
Task										
1.0	Spring 2019 Monitoring Event	1	20	0	1	22	\$ 1,430	\$ 43	\$ 4,208	\$ 5,680
2.0	Fall 2019 Monitoring Event	1	20	0	1	22	\$ 1,430	\$ 43	\$ 4,208	\$ 5,680
3.0	Annual Monitoring Report	2	22	8	2	34	\$ 2,340	\$ 56		\$ 2,396
4.0	Waste Capacity Assessment (including drone survey)	8	16	8	2	34	\$ 3,060	\$ 92	\$ 2,492	\$ 5,644
Total Manhours/Cost		12	78	16	6	112	\$8,260	\$234	\$10,907	\$19,401

2019 DETAILED COST ESTIMATE AND INVOLVEMENT MATRIX CROFT

Task and Scope		PINCHIN TEAM				Total Time hours	Task Total Fees	Disbursements (rounded)		Total Costs
		Director Landfill Services T. McBride \$180 per hour	Field Technician \$60 per hour	CAD Draftsman \$70 per hour	Clerical \$55 per hour			Incidental (office & field equip.) (3% of fees)	Major (field expenses, mileage, etc.)	
Task										
1.0	Spring 2019 Monitoring Event	1	12	0	1	14	\$ 955	\$ 29	\$ 2,825	\$ 3,809
2.0	Fall 2019 Monitoring Event	1	12	0	1	14	\$ 955	\$ 29	\$ 2,825	\$ 3,809
3.0	Annual Montoring Report	2	16	8	2	28	\$ 1,966	\$ 59		\$ 2,025
4.0	Drone Survey	1	4	0	0	5	\$ 420	\$ 13	\$ 2,492	\$ 2,925
Total Manhours/Cost		5	44	8	4	61	\$4,296	\$129	\$8,142	\$12,567

APPENDIX III
Authorization to Proceed



Authorization to Proceed, Limitation of Liability & Terms of Engagement

Date: May 28, 2019	Pinchin Project Name: 2019 Annual Monitoring and Reporting Chapman and Croft Landfill	
Client: Municipality of Magnetawan	Pinchin Project Number: 225335.002	
Site Address: Chapman and Croft Landfill, Magnetawan, Ontario	Pinchin Project Manager: Tim McBride	
	Pinchin Office Fax: 705.521.1309	Pinchin Project Manager e-mail: tmcbride@pinchin.com

This confirms Municipality of Magnetawan (Client) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal dated May 28, 2019 for a value of \$31,968.00 (plus applicable taxes). The proposal (if any) and the terms of this Authorization to Proceed, Limitation of Liability and Terms of Engagement constitute the entire agreement between Pinchin and Client.

Terms and Conditions

1. Client is to identify all known actual and potential hazardous conditions that exist within the building, on the property or in the area of work including but not limited to the presence of confined spaces, work at heights, areas causing heat stress, traffic, pinch points and actual or potential environmental contamination. Client is to identify any specific training required for access and entry to the building, property and area of work and to provide any necessary site specific training at its own cost to Pinchin staff, its contractors and subcontractors. Client must provide safe access to the site and compliance with all applicable safety codes and standards for matters under the control of Client which could affect the safety of Pinchin staff, its contractors and subcontractors on site.
2. Pinchin makes no representations or warranties whatsoever, either expressed or implied, as to its findings, recommendations, plans, specifications or professional advice and including concerning the legal significance of its findings, or as to other legal matters touched on in the report, including but not limited to ownership of any property or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and Pinchin undertakes no, and expressly disclaims, any obligation to advise Client of such change.
3. **In the event of any claim of any nature whatsoever by Client against Pinchin, its staff, officers, directors, shareholders, agents, contractors and subcontractors (collectively "Pinchin"), including but not limited to claims based on negligence and/or breach of contract, the total aggregate liability of Pinchin shall be limited to the lesser of: (i) any actual damages incurred by the client. (ii) all fees actually paid by Client to Pinchin in connection with the specific project in respect of which the claim is being made.**
4. **Pinchin will not be responsible for any consequential, incidental or indirect damages, including but not limited to financial losses, credit and property transactions, financing costs, property values, loss of profit or revenue, permitting/licensing issues, follow-up actions and costs. Pinchin shall not be liable for the failure of any manufactured product or system of components which are supplied by Pinchin to perform in accordance with the manufacturer's specifications or other product literature on which Pinchin reasonably relied. Pinchin will only be liable for direct damages resulting from negligence and/or breach of contract of Pinchin. Pinchin will not be liable for any losses or damage if Client has failed, within a period of two (2) years following the date upon which the claim is discovered, to commence legal proceedings against Pinchin to recover such losses or damage ("Claim Period") unless the laws of the jurisdiction which governs the limitation period which is applicable to such claim provides that the applicable limitation period is greater than the Claim Period and cannot be abridged by this Agreement, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.**
5. If Client brings any form of claim against any third party relating to the work and if the third party claims against Pinchin for contribution and indemnity, Client shall not seek to recover and waives any right to recover from the third party any portion of any losses or damage which may be attributed to the fault or negligence of Pinchin.
6. Pinchin's proposal was prepared for the consideration of Client only. Its contents may not be used by or disclosed to any party without prior written consent from Pinchin.
7. Pinchin's proposal shall be open for acceptance for a period of thirty (30) days from date of issue. The acceptance period may be extended by mutual agreement of the Client and Pinchin in writing. Pinchin reserves the right to revise the proposal beyond the stated acceptance period.



Authorization to Proceed

Municipality of Magnetawan
2019 Annual Monitoring and Reporting Chapman and Croft Landfill
Chapman and Croft Landfill, Magnetawan, Ontario

May 28, 2019
Pinchin File: 225335.002

8. Any work performed by Pinchin will be conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work is performed.
9. Client acknowledges that risks arise from subsurface and hidden conditions that even comprehensive testing and analysis may fail to detect and that actual conditions may differ from those inferred from inspection, testing and analysis. Pinchin can only comment on the conditions observed on the date(s) the assessment is performed.
10. The work will be limited to those locations and/or areas and/or materials of concern identified by Client or scope of work as outlined in our proposal. Other areas of concern may exist but will not be investigated within the scope of this assignment.
11. Any budget and work estimates provided are preliminary and subject to verification and change unless otherwise agreed.
12. Information provided by Pinchin is intended for Client use only. Pinchin will not provide results or information to any party other than Client, unless Client, in writing, requests information to be provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be unreasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages, suffered by any third party as a result of decisions made or actions conducted by any party.
13. Invoices will be issued monthly or upon project completion unless otherwise agreed. Applicable taxes (GST, HST, QST) are additional. Amounts not received within thirty 30 days of invoice date will bear interest thereafter at a rate of 1.5% per month (18% per annum) until paid.

Acceptance authorizes:

1. The release, to Pinchin, of information requested in connection with this work. Pinchin undertakes to maintain the confidentiality of all such information ("Information").
2. The release by Pinchin of Information to others necessary to perform the work.
3. Entry and access to all areas of the property and buildings on the property, by Pinchin staff or representatives, as required, to perform the proposed services. Client shall identify limitations, conditions or terms regarding entry and access ("Access Restrictions").

It is understood that Client will be liable for all additional costs incurred by Pinchin in the performance of the proposed work caused by changes to the terms, delays, postponements or cancellations or other unseen or unknown conditions that are beyond the control of Pinchin including, without limitation, delays caused by failure to provide Information on a timely basis or Access Restrictions not revealed to Pinchin prior to the date hereof.

All reports, plans, data, notes, drawings, and other documents prepared by Pinchin are considered its professional work product. Pinchin shall own the copyright and other intellectual property rights in all of such documents including rights to claim Scientific Research and Development Tax Claims. The services and documents provided by Pinchin under the terms of the work are intended for one time use only.

By signing below Client provides authorization to proceed and accepts the terms and conditions outlined above and in the referenced proposal (if applicable). In the event Pinchin provides services requested by Client, in addition to those identified above or in the proposal (where applicable), Client agrees to compensate Pinchin either on a time and material basis using the Pinchin standard rates (in effect at the time the service is provided), or as per a written amendment to the terms and conditions originally agreed upon.



Authorization to Proceed

Municipality of Magnetawan
2019 Annual Monitoring and Reporting Chapman and Croft Landfill
Chapman and Croft Landfill, Magnetawan, Ontario

May 28, 2019
Pinchin File: 225335.002

Signature of Authorized CLIENT Representative (Acceptance):	Billing Address:
Name (Print):	
Company:	Billing Contact Name:
Date:	Billing Contact Phone:
Purchase Order No.:	Billing Contact Fax and E-mail Address:
Pinchin Project Manager: Tim McBride	Pinchin Project Number: 225335.002

Billing: 2470 Milltower Court, Mississauga, ON L5N 7W5, | PH: 1.855.746.2446

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Template: Master Authorization to Proceed, EDDR, NO Table, HO, May 9, 2018

Payment Instructions

Payments can be made by Electronic Fund Transfer (EFT). If you plan to make payments by EFT, please contact accountsreceivable@pinchin.com. **We require the Client reference their company name, any specific instructions, and the Pinchin Invoice Number or the Pinchin Project Number on all documents, communications and payments related to this project.**

Any deposit confirmations and/or remittance advices must be sent to accounts receivable at accountsreceivable@pinchin.com.

Instructions for Canadian (CAD) Electronic Fund Transfer or Wire Payments to Canadian Imperial Bank of Commerce from Remitters in Canada

Remit To:

Canadian Imperial Bank of Commerce
6711 Mississauga Rd. Mississauga, Ontario, Canada L5N 2W3
Account# 6627919
Institution #: 010
Transit #: 03922
SWIFT/BIC: CIBCCATT
Account Name: Pinchin Ltd.
2470 Milltower Court Mississauga, Ontario, Canada L5N 7W5



ALMAGUIN ECONOMIC DEVELOPMENT DEPARTMENT BOARD

TERMS OF REFERENCE

May 7th, 2019

1. Definitions

“Administering Municipality” is the municipality which has been approved by the Parties to provide management and Administrative services to the ACEDD.

“Almaguin Community Economic Development” (ACED) is the name given to the regional economic development entity formed by the participating Parties.

“Almaguin Community Economic Development Department Board” (ACEDDB), which is referred to as “the Board” in these terms of reference, is a committee composed of all of the Parties who have agreed to participate and fund the Almaguin Community Economic Development (ACED).

“Almaguin Community Economic Development Department (ACEDD) performs the work needed to strengthen the local economy and diversify the municipal tax base. They recruit new businesses, retain existing ones, and assist businesses when they can expand operations locally.

“Approval” means that the approval of the majority of the Parties is required.

“Approved” means that the approval of the majority of the Parties has been received.

“Director of Economic Development” (the Director) is the municipal employee hired to manage the ACEDD.

“Members” are representatives of each party that have a vote on the Board.

“Party(ies)” are the organizations and/or municipalities who have agreed to participate and fund the Almaguin Community Economic Development (ACED).

2. Purpose

The purpose of these terms of reference is to ensure that the Parties to the **ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENT BOARD** (“*the Board*”) fulfill their legal, ethical and functional responsibilities through leadership, strategic oversight and thorough evaluation of an economic development program and staff activities and performance.

3. Guiding Principles

The principles that guide the Board include a commitment to:

- encourage and facilitate economic growth in the Almaguin Highlands Region on behalf of all stakeholders;
- contribute towards enhancing the quality of life for all Almaguin residents and guests;
- ensure the accessibility of programming to all stakeholders;
- collaborate and steward partnerships across the region to achieve common objectives;
- build strong relationships with all stakeholders, residents and neighboring regions and nurture them through strong, effective communication;
- provide the Almaguin Community Economic Development (ACED) Director with strong strategic leadership and support.

4. Membership

- 4.1** The Board shall be comprised of up to 14 Members, each of whom shall be an elected official, business community representative or community representative and shall have a vote.
- 4.2** Each Member shall be formally appointed by their respective council or board.
- 4.3** Parties may designate a non-voting staff member or community advisor to attend meetings.
- 4.4** In the event that a Member cannot attend a meeting, an alternate appointed by the respective Party may attend in their place. Any permanent replacement of a Member must be communicated in writing to the Director as soon as possible following the replacement.

5. Meetings

- 5.1** All meetings shall be open to the public unless otherwise required or permitted under the Municipal Act.
- 5.2** The Board shall meet at least once per month at a designated location, with public notice to be provided as per the Administering Municipality's policies.
- 5.3** The quorum shall be fifty percent (50%) of Members plus one (1) Member. Quorum shall be present to pass a motion.
- 5.4** At the first meeting of each calendar year, the Members shall elect one Member to act as Board Chair.

The Chair shall be responsible to:

- preside over Board meetings, including but not limited to advancing Board business according to the meeting agenda and calling for votes on Board resolutions;
- encourage and enforce the observance of order and decorum upon Members and guests;
- sign resolutions and minutes.

In the absence of the Chair, the Members shall appoint a Member present to act as Chair for that particular meeting who shall be subject to all normal responsibilities and privileges of the Chair.

- 5.5** The Chair, except where disqualified to vote, may vote on all questions, and when doing so, shall vote last.
- 5.6** The Director shall prepare an agenda and necessary supporting documentation and forward the agenda package to all members in advance of the meetings. The Director shall ensure that minutes are taken and forwarded to each member following each meeting.
- 5.7** Copies of the agenda, draft minutes and approved minutes shall be posted to the Board's website or to an alternate website as approved by the Board.
- 5.8** Members shall arrive at meetings having familiarized themselves with the meeting agenda package and any supporting documents. Members shall also be responsible for bringing back the information to their respective Parties.
- 5.9** Members shall receive no remuneration from the Board.
- 5.10** The Board may, from time to time, invite guest resources to attend a meeting in accordance with the Administrating Municipality's Procedural By-law for delegations.
- 5.11** The Board may establish sub-committees for various topics, issues or proposals as required. The sub-committee must be chaired by a Member and non-voting Members may be included with the approval by the sub-committee Chairperson. Sub-committees shall report to the AEDC through the sub-committee Chairperson. Sub-committees are to operate as an advisory group only.
- 5.12** The Chair or four appointed members of the Board may call for special meetings at their discretion. The Chair shall provide the Director with the reason for the special meeting, and the Director shall provide the required notice to the Parties no less than 48 hours prior to the time of the special meeting.
- 5.13** If a member misses three consecutive meetings without providing sufficient cause for the absences, the Board shall send that Member Party a request to appoint a new member.

5.14 In the event that a meeting must be rescheduled, an alternate date shall be chosen by a majority of the Members. The vote shall be organized and recorded by the Director.

6. Administration

6.1 The Administering Municipality for ACED shall be the Township of Armour.

6.2 The Director of ACEDD will be hired based on a recommendation from the Board.

6.3 The Board will approve the ACEDD yearly work plan and any amendment(s) to the plan.

6.4 The Board shall advise the Administering Municipality in the event there is a concern about the execution of the yearly work plan.

7. Reporting & Responsibilities

7.1 The Board shall be accountable to the Member Parties and shall act in the best interest of the Member Parties and to the benefit of the Almaguin Highlands Region.

7.2 The Director shall prepare an annual budget. The Board shall review the budget and provide a recommendation for Member Parties to adopt the budget. The Director shall circulate the annual budget and Board recommendation to all member Parties for their consideration and approval.

7.3 As part of their ongoing reporting requirements, the Director shall prepare an annual report in time for the first meeting of each calendar year. The Board shall review and accept the annual report prior to its circulation to each Member Party. The report shall, among other things:

- summarize the activities and achievements of the Board over the previous year;
- describe ongoing activities and issues and identify any priorities/concerns;
- outline the Board's primary projects for the upcoming year, including anticipated budgetary needs; and
- project the contribution commitments from the Member Parties.

7.4 If the Board determines that a Member has violated the provisions of their respective Code of Conduct, then the Board may write to that Member Party and request that a new Member be appointed.

8. Conflict of Interest

8.1 Members having a conflict of interest or pecuniary interest, whether real or perceived, in any Board matter, shall declare the conflict in writing at the beginning of the meeting and shall not discuss, vote on the matter or influence the discussion in any way. The Director shall ensure that Conflict of Interest declarations will be held in a public registry.

9. Review and Amendments

- 9.1** The Board may conduct a full or partial review of the Terms of reference as it deems necessary.
- 9.2** Amendments to the Terms of Reference shall be recommended to member parties by the Board and shall come into effect when approval resolutions have been received from a majority of the Member Parties. Should an amendment be required to take immediate effect, the Board may move forward under the direction of the new amendment until it is passed or defeated by Member Parties.

10. Enactment

- 10.1** These Terms of Reference shall come into force and effect when approval resolutions are received from a majority of the Member Parties.

JOINT SERVICE AGREEMENT

This Agreement made effective this ____ day of _____, 2019

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PERRY

(Hereinafter referred to as "Perry")

- and -

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

(Hereinafter referred to as "Armour")

- and -

THE CORPORATION OF THE TOWNSHIP OF RYERSON

(Hereinafter referred to as "Ryerson")

- and -

THE CORPORATION OF THE VILLAGE OF SUNDRIDGE

(Hereinafter referred to as "Sundridge")

- and -

THE ALMAGUIN HIGHLANDS CHAMBER OF COMMERCE

(Hereinafter referred to as "the Chamber")

- and -

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(Hereinafter referred to as "Magnetawan")

- and -

**THE CORPORATION OF THE MUNICIPALITY OF THE VILLAGE OF
BURK'S FALLS**

(Hereinafter referred to as "Burk's Falls")

- and -

THE CORPORATION OF THE TOWNSHIP OF STRONG

(Hereinafter referred to as "Strong")

- and -

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

(Hereinafter referred to as "South River")

- and -

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

(Hereinafter referred to as "Powassan")

- and -

THE CORPORATION OF THE TOWNSHIP OF JOLY

(Hereinafter referred to as "Joly")

WHEREAS the Municipal Act, S.O. 2001,c.25, S.20(1), allows a municipality to enter into an agreement with one or more municipality to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their boundaries;

AND WHEREAS the Municipal Act, S.O. 2001,c.25, S.20(2), allows a municipality to provide the matter in accordance with the agreement anywhere that any of the municipalities or local bodies have the power to provide the matter;

AND WHEREAS Perry, Armour, Ryerson, Sundridge, the Chamber, Magnetawan, Burk's Falls, Strong, South River, Powassan and Joly wish to jointly provide economic development services to the region;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of good and other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

DEFINITIONS

1. In this Agreement including in the recitals above,
 - (a) “**ACEDDB Meeting**” means a meeting between the appointed representatives of each Member Party, with a quorum of half the representatives plus one;
 - (b) “**Act**” means the *Municipal Act*, 2001, S.O. 2001, c.25;
 - (c) “**Administer**” means to provide the Economic Development Services to the public in accordance with Applicable Law, and “**Administration**” has the same meaning;
 - (d) “**Administering Municipality**” means the Member Party that has been chosen by the Member Parties to administer the Economic Development Services;
 - (e) “**Administrative Services**” means those services as set out in section 11 of this Agreement;
 - (f) “**Agreement**” means this Joint Service Agreement and all Schedules and Exhibits attached to this Agreement;
 - (g) “**Almaguin Community Economic Development**” (**ACED**) is the name given to the regional economic development entity formed by the participating Member Parties.
 - (h) “**Almaguin Community Economic Development Department Board**” (**ACEDDB**), is a committee composed of appointed representatives from all of the Member Parties who have agreed to participate and fund the Almaguin Community Economic Development (**ACED**).
 - (i) “**Almaguin Community Economic Development Department (ACEDD)**” performs the work needed work to strengthen the local economy and diversify the municipal tax base. They recruit new businesses, retain existing ones, and assist businesses when they can expand operations locally.
 - (j) “**Applicable Law**” means any applicable statute, ordinance, decree, regulation or by-law or any rule, circular, directive, license, consent, permit, authorization, concession or other approval issued by any Government Authority which has appropriate jurisdiction;
 - (k) “**Business Days**” means any day other than a Saturday, Sunday or statutory holiday;
 - (l) “**Calendar Days**” means consecutive days, including Saturday, Sunday or statutory holiday;
 - (m) “**Capital Expenditure**” means any expenditure related to machinery, equipment, vehicles and furniture reported as a tangible capital asset on the audited financial statement of the Economic Development Services;
 - (n) “**Capital Items**” means machinery, equipment, vehicles and furniture required to provide Economic Development Services;
 - (o) “**Director of Economic Development**” (the Director) means the municipal employee hired to manage the ACEDD.
 - (p) “**Economic Development Services**” means all services related to the provision of economic development;

- (q) “**Emergency**” means any unplanned event, activity, circumstance that constitutes a threat to the operation of the Service and/or requires the stoppage of the delivery of the Economic Development Services, in whole or in part and may include both person-caused and natural-caused events, activities and circumstances;
- (r) “**Expenditure**” means any funds used by the Administering Municipality to obtain new assets, improve existing ones or reduce a liability;
- (s) “**Government Authority**” means any government, regulatory authority, ministry, board, department, court or other law, regulation or rule-making entity, having jurisdiction or authority over the matter in issue, but excludes a municipality or any of its local boards;
- (t) “**Member Party(ies)**” means each organization or municipality which is party to this agreement;
- (u) “**Net Cost**” means all operating, capital and real property capital expenditures for Economic Development Services less all revenues generated by the Economic Development Services including, but not limited to, government grants, user fees, rents, sales and donations and “**Net Costs**” has the same meaning;
- (v) “**Real Property**” means land, land improvement and any building or buildings erected upon the land used to provide Economic Development Services;
- (w) “**Real Property Capital Expenditure**” means any expenditure related to land, land improvements and buildings reported as a tangible capital asset on the audited financial statements of the Economic Development Services;
- (x) “**Report**” means that Report referred to in clause 11(f) of the Agreement, in the form required by the Administering Municipality and “**Reporting**” has the same meaning;

TERM OF THE AGREEMENT

2. This Agreement takes effect on _____, 2019 and will expire when the CIINO grant for regional economic development expires.
3. This Agreement will be automatically renewed for three (3) years unless one of the Member Parties advises the other Member Parties, in writing, one (1) year in advance of the date of expiry set out in section 2 of this Agreement, that it wishes to withdraw or renegotiate all or part of this Agreement.
4. If one of the Member Parties has requested a renegotiation of this Agreement and the renegotiated agreement is not in place at the expiry date of this Agreement as set out in section 2 of this Agreement, this Agreement will remain in place until a new agreement is in force and effect.
5. Upon receipt of a notice of withdrawal from another Member Party, a Member Party may call an ACEDDB Meeting to discuss such notice and to consider steps that may be taken to either engage the dispute resolution provisions of this Agreement or to terminate this Agreement and prepare for dissolution related to the Economic Development Services.

ECONOMIC DEVELOPMENT SERVICES

Ownership, Operation and Maintenance

6. The Administering Municipality shall operate and maintain the assets associated with the Economic Development Services it Administers in good condition and in accordance with Applicable Law.

Administration, Cost Sharing, Oversight and Reporting

7. The Administering Municipality for the Economic Development Services shall be The Municipal Corporation of the Township of Armour.
8. For the purposes of this Agreement, the Administrative Services to be provided by the Administering Municipality are as follows:
 - (a) Operation in compliance with Applicable Law;
 - (b) Staffing, through employees, contractors or agents, as the Administering Municipality deems appropriate within budget restraints, in accordance with its policies and procedures and Applicable Law;
 - (c) Ensure that policies and procedures are in place with respect to procurement, employment, health and safety, asset management, fees and charges, and record retention, all in compliance with Applicable Law;
 - (d) Reporting to and communicating with any government ministry or agency, including but not limited to the Ontario Ministry of the Environment and Climate Change, the Ontario Ministry of Municipal Affairs, the Office of the Fire Marshal of Ontario and the Ontario Ministry of Finance, as may be required by Applicable Law;
 - (e) Maintain financial records and report to the other Member Parties as required by this Agreement with respect to budgets, revenues, expenses, audits and other financial activities; and
 - (f) Reporting, on a monthly basis, in the form required by the Administering Municipality, to the other Member Parties.
9. The Administering Municipality shall not charge any additional fees to the other Member Parties to Administer the Economic Development Services.

BUDGETS AND FINANCIAL REPORTING

10. The Director shall prepare, on an annual basis, a draft operating and a capital budget for the Economic Development Services.
 - (a) Such draft budgets shall be presented at the October ACEDDB Meeting of each calendar year and once reviewed, shall be presented for consideration to each Member Party. Each Member Party shall report to the other Member Parties the outcome of such consideration within ten (10) Business Days of the date of each Member Party's next regular meeting.
 - (b) Based on the comments received the Director shall prepare a final budget proposal and forward it to the other Member Parties by the last Friday in January of each year.
 - (c) Each Member Party shall bring a resolution to the February ACEDDB Meeting indicating whether or not it supports the budget.
 - (d) The yearly budget must receive approval from a majority of the Member Parties before it can be implemented.
 - (e) In the first year this Agreement is in force and effect the Member Parties shall forego clause 11(a), above, and shall simply consider the 2019 budget when the CIINO grant is approved or at their first regular meeting following the commencement date of this Agreement, as the case may be.
11. If a majority of the Member Parties do not agree to a proposed budget, the contributions from all Member Parties to the budget shall not change from the most recently approved budget until a majority of the Member Parties agree to the proposed budget.

12. From the time the annual budget is approved by a majority of the Member Parties, the Administering Municipality, shall provide, every three (3) months thereafter, in writing, a budget to actual report to the ACEDDB.
13. Once the budget is approved by a majority of the Member Parties the following will apply:
 - (a) Any change(s) to the approved budget which would increase the net total of the approved budget shall require the approval of a majority of the Member Parties in order to be implemented. The Member Party requesting such change shall notify the other Member Parties with an explanation of the requested change and shall request that an ACEDDB meeting be held within fifteen (15) Calendar Days of such request.
 - (b) An overspending of the budget does not constitute a change to the budget but shall be reported by the Director to the ACEDDB with an explanation of and reason(s) for the overspending.
14. The Administering Municipality is responsible to ensure that its auditor carries out an audit, on an annual basis, and it shall provide a copy of its audited financial statements to the other Member Parties within ten (10) Business Days after they are placed on an agenda to be considered by the Administering Municipality.

ADMINISTRATION OF COST SHARING

15. The Net Cost of the Economic Development Services shall be shared annually as set out in **Schedule "A"** to this Agreement.
16. The Administering Municipality shall invoice the other Parties quarterly for their share of the Economic Development Services and such invoices are due within thirty (30) Calendar Days.
17. After the annual audit is complete the Administering Municipality shall either invoice or refund the other Member Parties the difference between the budgeted amount paid by each Member Party and the actual amount to be paid as determined by the audit.

INSURANCE

18. During the term of this Agreement, the Administering Municipality shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability, environmental liability and property damage. Such policy shall:
 - (a) Have inclusive limits of not less than five million dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
 - (b) Name the other parties as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - (c) Include a Non-Owned automobile endorsement.
19. During the term of this Agreement, the Administering Municipality shall obtain and maintain in full force and effect, automobile liability insurance in the amount of two million dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.
20. If the Administering Municipality receives a notice of claim, action, application, order, or any other insurance or legal proceeding, it shall, within five (5) Business Days provide a copy of such to the other Member Parties.

EMERGENCY SITUATIONS

21. From time to time Emergencies may arise and in such circumstances the Member Parties shall cooperate to the best of their abilities with regard to public communication about the impact of the Emergency and the Administering Municipality shall take the lead on the response to the Emergency.

RESOLUTION OF DISPUTES

22. Where a disagreement or dispute arises between any or all of the Member Parties with respect to the interpretation, construction, meaning or effect of this Agreement an ACEDDB Meeting shall be scheduled by the Administering Municipality for the sole purpose of discussing the disagreement or dispute in an attempt to resolve such disagreement or dispute.
23. The Member Parties shall resolve any disagreement or dispute by a majority vote of the Member Parties.

TERMINATION OF AGREEMENT/WITHDRAWAL

24. If any Member Party wishes to withdraw from participation in the shared delivery of Economic Development Services and wishes to terminate the Agreement it shall give such notice in writing, as provided for in section 3 of this Agreement, to the other Member Parties, accompanied by a resolution indicating such decision to withdraw.
25. If notice to terminate this Agreement/withdraw from the shared delivery of Economic Development Services is given, the Member Party giving such notice may reverse such decision within the notice period provided for in section 3 of this Agreement.

DISSOLUTION

26. If one or more of the Member Parties wishes to be removed from the sharing of Economic Development Services such that this Agreement is terminated and the shared Services arrangement is dissolved, in accordance with the provisions of this Agreement, the assets and liabilities shall be distributed in accordance with the provisions set out in **Schedule "B"** to this Agreement.

NOTICE

27. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally, by facsimile transmission, or by electronic mail with the sender's name, address, electronic mail address and telephone number included and confirmation of receipt is provided (which confirmation shall not be unreasonably withheld by any Member Party) as follows:

Township of Perry
Attention: Clerk
1695 Emsdale Road, P.O. Box 70
Emsdale, ON P0A 1J0
Fax: 705-636-5759
Email: info@townshipofperry.ca

Township of Ryerson
Attention: Clerk
28 Midlothian Road
Burk's Falls, ON P0A 1C0
Fax: 705-382-3286
Email: clerk@ryersontownship.ca

Township of Armour
Attention: Clerk
56 Ontario St, P.O. Box 533
Burk's Falls, On P0A 1C0
Fax: 705-382-2068
Email: clerk@armourtownship.ca

Village of Sundridge
Attention: Clerk
110 Main Street, Box 129
Sundridge, ON P0A 1Z0
Fax: 705-384-
Email: admin@sundridge.ca

Chamber of Commerce
Attention:
113B Yonge Street, Box 544
Burk's Falls, ON P0A 1C0
Fax: 705-
Email: almaguinhighlandschamber@gmail.com

Municipality of Magnetawan
Attention: Clerk
4304 Hwy 520, P.O. Box 70
Magnetawan, On P0A 1P0
Fax: 705-387-4875
Email: clerk@magnetawan.ca

Village of Burk's Falls
Attention: Clerk
172 Ontario Street, P.O. Box 160
Burk's Falls, ON P0A 1C0
Fax: 705-382-2273
Email: clerk@burksfalls.ca

Township of Strong
Attention: Clerk
28 Municipal Lane, P.O. Box 1120
Sundridge, ON P0A 1Z0
Fax: 705-384-5892
Email: clerk@strongtownship.com

Village of South River
Attention: Clerk
63 Marie St, P.O. Box 310
South River, ON P0A 1X0
Fax: 705-386-0702
Email: info@southriverontario.com

Municipality of Powassan
Attention: Clerk
250 Clark St, P.O. Box 250
Powassan, On P0H 1Z0
Fax: 705-724-5533
Email: office@powassan.net

Township of Joly
Attention: Clerk
28 Municipal Lane, P.O. Box 519
Sundridge, ON P0A 1Z0
Fax: 705-384-0845
Email: clerk.administrator@townshipofjoly.com

28. Any notice or communication delivered personally shall be deemed to have been received by the addressee on the day upon which it is delivered. Any notice delivered or sent by facsimile or electronic mail transmission shall be deemed to have been received by the addressee on the next business day after the notice is sent by facsimile or electronic mail transmission. Any Member Party may change its notice information for the purpose of this Agreement by directing a notice in writing of such change to the other Member Parties at the above addresses and thereafter such changed information shall be effective for the purposes hereunder.

FORCE MAJEURE

29. Whenever and to the extent that the Administering Municipality is unable to fulfil, or is delayed or restricted in the fulfilment of, any obligation hereunder in respect of the supply or provision of Economic Development Services because of circumstances beyond its reasonable control, the Administering Municipality shall be relieved from the fulfilment of such obligation so long as such cause continues. In such event the Administering Municipality will immediately notify the Member Parties, and each will work together to communicate with the public and explore options for the provision of the Economic Development Services.

GENERAL PROVISIONS

Severability and Jurisdiction

30. If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any Member Party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case, the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the Member Parties that each is satisfied as to the jurisdiction of each Member Party to enter into this Agreement. The Member Parties agree that they shall not question the jurisdiction of any Member Party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the Member Parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

Legislative Change

31. References in this Agreement to any legislation (including but not limited to regulations and by-laws) or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

Entire Agreement

32. This Agreement constitutes the entire agreement between the Member Parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

Laws of Ontario

33. This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

Headings and Wording

34. The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
35. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
36. Any section, clause or provision in this Agreement shall be deemed to be severable should it be declared invalid by a court of competent jurisdiction and said severed section, clause or provision shall not be taken to invalidate the remaining provisions of this Agreement.
37. It is agreed that the Member Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Member Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Member Party by virtue of the authorship of any of the provisions of this Agreement.
38. This Agreement shall not be modified or amended except with the written consent of a majority of Member Parties and no modification or amendment to this Agreement binds any Member Party unless in writing and executed by the Member Party intended to be bound.
39. No Member Party shall assign or transfer any of the rights, benefits and obligations in or under this Agreement without the prior written consent of the other Member Parties. Any such assignment shall not relieve any Member Party of its obligations herein. This agreement shall be binding upon and enure to the benefit of the parties and their successors and permitted assigns and heirs.
40. No Member Party shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, before any court or before any administrative tribunal, the right of the Member Parties, or any of them, to enter into this Agreement, or the enforceability of any term, agreement, provision, covenant or condition contained in this Agreement, and this clause may be pled as estoppel as against any such Member Party in such proceedings.
41. The Schedules attached hereto which form part of this Agreement are as follows:

Schedule "A" - Costing Sharing

Schedule "B" - Dissolution of Assets

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement, made and effective as of the ____ day of _____, 2019.

The Corporation of the Township of Perry

The Municipal Corporation of the Township of Armour

Reeve or Mayor

Reeve or Mayor

Clerk

Clerk

The Corporation of the Township of Ryerson

The Corporation of the Village of Sundridge

Reeve or Mayor

Reeve or Mayor

Clerk

Clerk

The Almaguin Highlands Chamber of Commerce

The Corporation of the Municipality of the Magnetawan

Reeve or Mayor

Reeve or Mayor

Clerk

Clerk

The Corporation of the Municipality of the Village of Burk's Falls

The Corporation of the Township of Strong

Reeve or Mayor

Reeve or Mayor

Clerk

Clerk

The Corporation of the Village of South River

The Corporation of the Municipality of Powassan

Reeve or Mayor

Reeve or Mayor

Clerk

Clerk

The Corporation of the Township of Joly

Reeve or Mayor

Clerk

**SCHEDULE A
COSTING SHARING**

The Net Cost of the Economic Development Services shall be divided equally between the Member Parties except for the Township of Joly which shall contribute one half of a share.

SCHEDULE B

DISSOLUTION OF ASSETS

Upon dissolution of shared Economic Development Services or termination of the Agreement, the assets for the Economic Development Services shall be evaluated and liquidated. The proceeds from the liquidation of the assets shall be distributed to the Member Parties on the same share basis as the cost sharing described in Schedule A.

RESOLUTION No. 2019 -

June 5, 2019

Moved by: Councillor _____

Seconded by: Councillor _____

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves a donation to Walter Reich's Cross Canada bike ride for Parkinson's Awareness in the amount of \$_____.

Carried_____ Defeated_____ Deferred_____ _____

Sam Dunnett, Mayor

Declaration of Pecuniary Interest by: _____

Recorded Vote Called by: _____

Recorded Vote (vote called by Clerk in alphabetical order, Mayor to vote last)

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

THE MUNICIPALITY OF MAGNETAWAN

STAFF REPORT

TO: Nicole Fraser, Interim Clerk-Administrator,
Municipality of Magnetawan

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

DATE: May 30, 2019

SUBJECT Smith – Consent Application – 85 Nipissing Road South, Magnetawan

Recommendation

That the Council of the Municipality of Magnetawan provide comments to the Planning Board in support of the Consent Application relating to 85 Nipissing Road South by recommending that the Consent Application for the creation of a new lot be provisionally approved subject to the following conditions:

- 1) That the applicant provides the Municipality with:
 - a. The original executed transfer (deed), a duplicate original and one photocopy;
 - b. A copy of the Reference Plan to be deposited in the Land Registry office that is substantially in compliance with the application sketch; and
 - c. A schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes.
- 2) Payment of all municipal legal and planning fees associated with the processing of the application.
- 3) That an entrance permit for the severed lot be obtained from the Municipality or confirmation from the Municipality that an entrance permit is not required.
- 4) That the proposed severed lot be brought into compliance with the Zoning By-law through the approval of a Zoning By-law Amendment application to recognize the severed lot's deficient lot area and lot frontage.
- 5) That approval from the North Bay Mattawa Conservation Authority (NBMCA) is obtained to confirm that the proposed severed lot can be adequately serviced by on-site sewage and water services.

Proposal / Background

An application for Consent has been submitted by Nancy Harris-Herr of Tulloch Geomatics Inc. on behalf of the property owner, Cojana Adelle Smith. The subject property is located at 85 Nipissing Road South in the Municipality of Magnetawan. The property is legally described as Geographic Township of Chapman, Concession A, Part Lot 92 and 93.

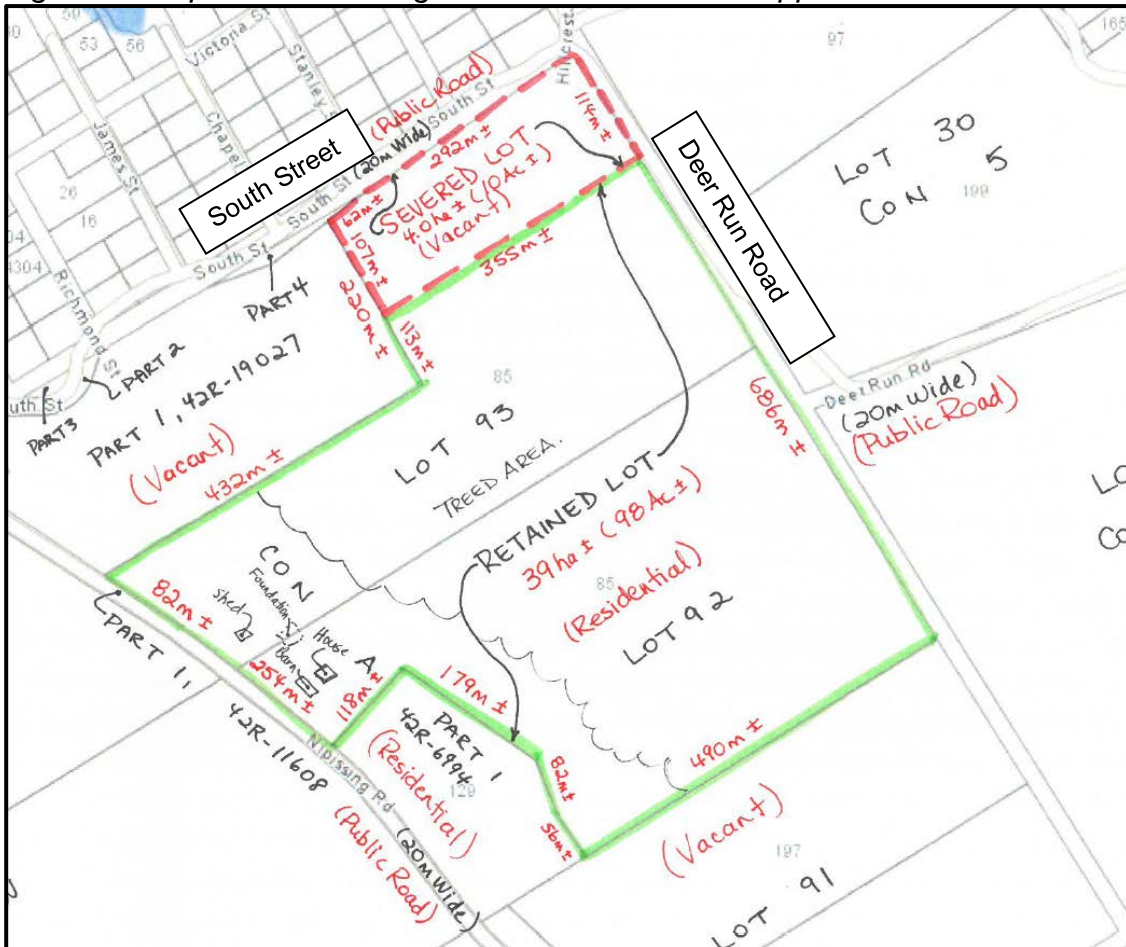
The proposal is to create one additional residential lot. The retained lot would maintain its existing frontage onto Nipissing Road South and the severed lot would front onto Deer Run Road, as illustrated on Figure 1. Table 1 identifies the proposed lot frontage, lot area and proposed uses of the severed and retained lands. These measurements are based on the drawing submitted with the Consent application.

Table 1: Proposal Summary

Lot	Area	Lot Frontage	Proposed Use
Retained Lot	39 hectares	+/- 336 metres (Nipissing Road South)	Residential (Existing)
Severed Lot	4 hectares	+/- 114 metres (Deer Run Road)	Unknown

The drawing that was submitted with the application is included in Figure 1.

Figure 1: Proposed Lot Configuration Submitted with Application

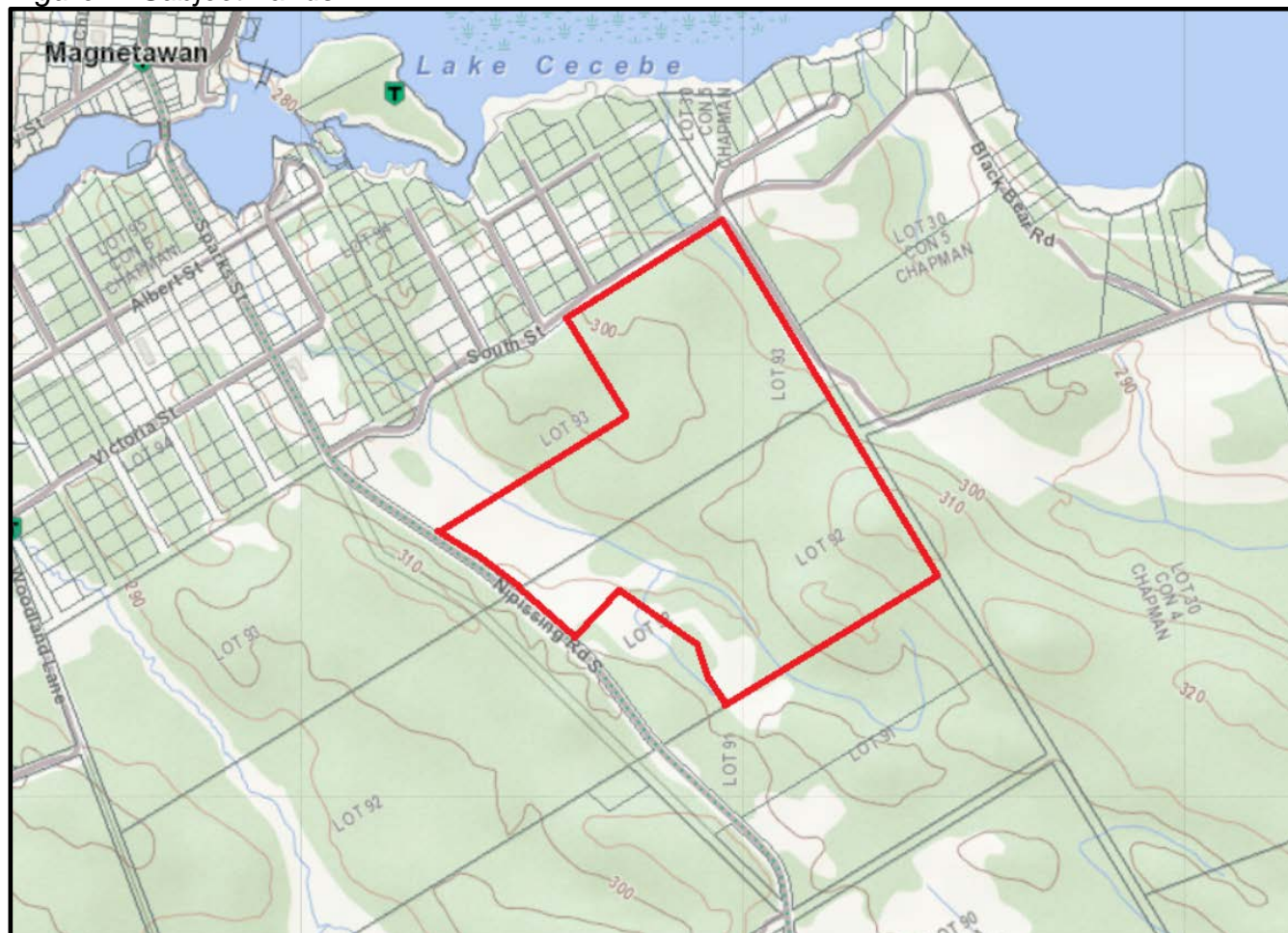


The retained lot is currently developed with a dwelling, barn and a shed. The dwelling is currently serviced with existing individual on-site sewage and water services. The severed lot is currently vacant and is proposed to be developed for a residential use that will also be serviced by individual on-site sewage and water services.

Area Context

The subject property is generally located to the south of the Village of Magnetawan in the south-west quadrant of the intersection of South Street and Deer Run Road. The subject property fronts onto the east side of Nipissing Road South. The location of the subject lands is shown in Figure 2.

Figure 2: Subject Lands



The lot is currently accessed via Nipissing Road South which is identified as a Municipal Road that is maintained year round. The severed lot is proposed to be accessed by Deer Run Road, which is also identified as a year round municipally maintained road. The lots are located outside of the Village of Magnetawan settlement area. The lands are designated as Rural by the Municipality's Official Plan and zoned Rural (RU) Zone by the Municipality's Zoning By-law.

Surrounding land uses include the following:

North: Rural residential dwellings fronting onto Nipissing Road South and the Village of Magnetawan settlement area boundary

East: A large tract of forested area and shoreline residential properties fronting onto Lake Cecebe

South: Residential dwellings fronting onto Nipissing Road South

West: Residential dwellings fronting onto Nipissing Road South

Policy Analysis

Provincial Policy Statement

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

The subject lands are located outside of the Magnetawan Village settlement area and are considered to be Rural Lands. The PPS, specifically Section 1.1.5.2, permits limited residential development. The proposed use is consistent with the PPS.

With regarding to infrastructure, Policy 1.6.6.4 states that individual on-site sewage services and individual on-site water services may be used for a new development provided that site conditions are suitable for the long-term provision of such services with no negative impacts. The lots are proposed to be serviced by individual sewage and water services.

Policy 1.6.6.6 states that planning authorities may allow for lot creation, subject to confirmation that adequate servicing can be accommodated. A condition of provisional consent should be included that requires confirmation from the NBMCA that adequate individual on-site water and individual on-site sewage services can be accommodated on the proposed severed lot.

Subject to imposing a condition to confirm that individual on-site water and sewage services can be appropriately accommodated, the proposed application 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 Rural and located within the Aggregate & Mineral Resources overlay as shown in Figure 3.

Figure 3: Excerpt from Official Plan – Schedule A



In accordance with Schedule B – Natural Features, a portion of the western extent of the subject property is located within the “Deer Wintering Area (Stratum 2)” overlay. Section 4.6 of the Official Plan contains polices for Deer Habitat and states:

Within the significant deer habitat areas shown on Schedule B new lots should avoid areas of dense conifer cover or be of a sufficient size to provide a suitable development area including access and services, outside the most significant deer wintering habitat areas described above. The minimum lot size shall be 90 metres frontage and 90 metres depth.

The proposed severed and retained lot exceed the minimum lot size requirements. The dwelling on the retained lot is existing and the owner has not identified that any additional vegetation is to be removed. The severed lot is located outside of the deer wintering area. The consent application conforms to Policy 4.6 of the Official Plan.

Section 4.14 of the Official Plan contains policies for Aggregate and Mineral Resources. A portion of the subject lands is within an Aggregate and Mineral Resources overlay. Section 4.14.1 states that where development is proposed in or adjacent to an area of known mineral or aggregate resources, the development shall be set back and buffered sufficiently. Based on a review of Schedule A of the Official Plan, there is an area identified as an existing ARA licence area, however it appears that the ARA licence area is not located within 300 metres of the proposed severed lot. It is also noted that the extraction of resources from the site would be difficult due to its close proximity to existing residential development within this area and within the Village of Magnetawan.

Section 5.2 of the Official Plan contains policies for Rural Areas in the Municipality. Section 5.2.1 identifies residential dwellings as a permitted use.

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

Table 2: Official Plan Section 7.7.1 Summary

Policy 7.7.1 Severance Criteria	Does the Application Conform?
a) A registered plan of subdivision is not necessary for the orderly development of the lands.	A Plan of Subdivision is required where 5 or more lots are proposed. The proposed application is for the creation of 1 additional lot, therefore, a Plan of Subdivision is not required.
b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.	The Zoning By-law requires a minimum lot area of 10 hectares and a minimum lot frontage of 134 metres. The retained lot meets the minimum required lot area and lot frontage requirements. The proposed severed, however, does not meet the minimum requirements. A Zoning By-law Amendment would be required to rezone severed lands to the Rural Residential Zone. It is recommended that this be included as a condition of consent.
c) The proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road.	The retained lands front onto Nipissing Road South and the severed lands would front onto Deer Run Road. Both are identified as publicly maintained roads in accordance with Schedule C of the Official Plan.
d) Lots for hunt camps, fishing camps, wilderness tourist camps or similar uses may be permitted on unmaintained municipal road allowances or on private right of ways to publicly maintained roads provided that the appropriate agreements are in place to ensure that the Municipality has no liability with respect to the use of these roads.	The consent application did not indicate that the proposed lot would be for seasonal residential uses, hunt camps, fish camps etc.
e) The lot must have road access in a location where traffic hazards such as	The proposed lot does not appear to create a traffic hazard and is proposed to front on

<p>obstructions to sight lines, curves or grades are avoided;</p>	<p>to a publicly maintained road. An entrance permit should be obtained, if required by the Municipality.</p>
<p>f) The lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site that is outside of any flood plain or other hazard land.</p>	<p>The proposed severed lot appears to be of sufficient size. Approval from the North Bay Mattawa Conservation Authority (NBMCA) is required to confirm that the severed lot can be adequately serviced by on-site septic systems and on-site water services. It is recommended that this be included as a condition of consent.</p>
<p>g) Notwithstanding subsection c), lots created for seasonal or recreational purposes may be permitted where the access to the lot is by a navigable waterbody provided that Council is satisfied that there are sufficient facilities for mainland parking and docking.</p>	<p>Access for the retained and severed lot would be via publicly maintained roads as identified on Schedule C of the Official Plan.</p>
<p>h) Any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway.</p>	<p>The severed lot is to accommodate a permanent residential use and would be located on a year round maintained municipal road.</p>
<p>i) In the Rural designation, new lots created by consent shall be limited to the following:</p> <ul style="list-style-type: none"> i. The Township will permit the creation of up to eight new lots per year. The new lots must comply with the regulations as set out in the implementing Zoning By-law. ii. two lots per original hundred acre lot; iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway 	<p>The subject lands are designated Rural. Based on our records the proposed consent application would not exceed eight new lots being created in the Rural designation.</p> <p>The northwest portion of the original lot was severed in 2010. The proposed consent would fall within and comply with the limitation of the creation of one additional lot for each 50 acre parcel which existed as of the date of approval of the Official Plan, which is 2012.</p>
<p>j) The creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.</p>	<p>The proposal will not have the effect of preventing access to, or land locking any other parcel of land.</p>
<p>k) Any severance proposal on land adjacent to livestock operations shall meet the Minimum Distance Separation Formula I in accordance with the MDS Guidelines and shall demonstrate that the proposed water</p>	<p>The subject lands are not adjacent to livestock operations.</p>

supply has not been contaminated from agricultural purposes.	
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The proposed consent application conforms to the policies of the Official Plan, subject to the imposition of consent conditions as noted above.

Municipality of Magnetawan Zoning By-law

The subject lands are zoned Rural (RU) in the Municipality’s Zoning By-law as shown in Figure 4.

Figure 4: Excerpt from Zoning By-law 2001-26

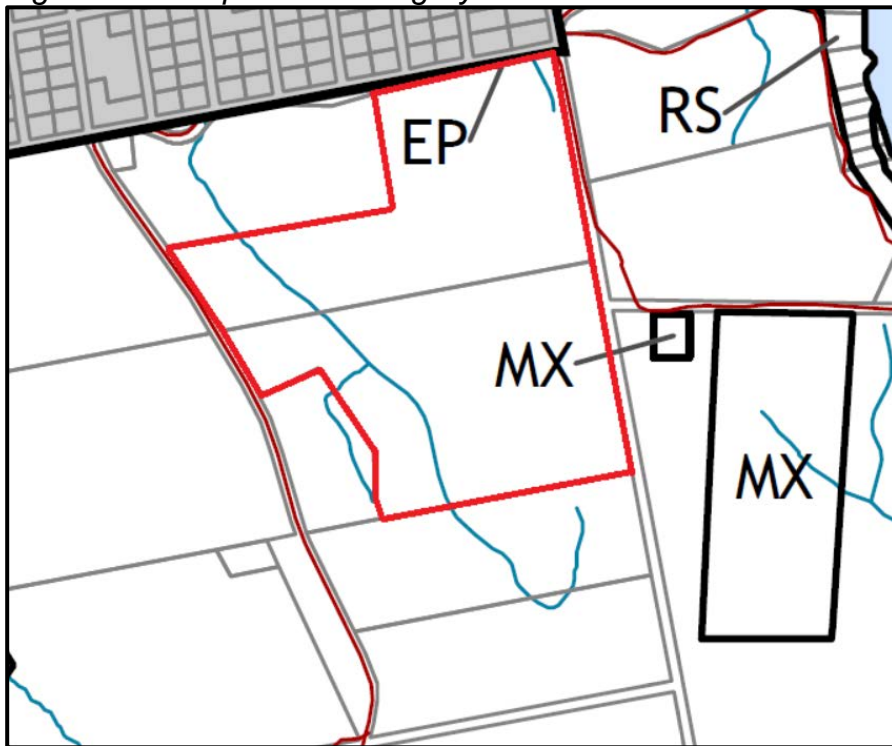


Table 3 provides a summary of the proposed lots in relation to the minimum requirements for the Rural (RU) Zone.

Table 3: Zone Standard Summary

Zoning By-law Requirements			Lot Configuration	
	Rural (RU) Zone	Rural Residential (RR) Zone	Proposed Retained Lot	Proposed Severed Lot
Minimum Lot Area	10 hectares	1 hectare	39 hectares (98 acres)	4 hectares (10 acres)
Minimum Lot Frontage	134 metres	60 metres	336 metres (Nipissing Road South)	114 metres (Deer Run Road)

As shown in Table 3, the proposed severed lot does not meet the minimum lot area and lot frontage requirements of the Rural (RU) Zone. As a result, a Zoning By-law Amendment would be required to rezone the proposed severed lot to the Rural Residential Zone to address these deficiencies. Given the proposed lot area and the proposed use of the property, the rezoning of the subject property to the Rural Residential Zone would be appropriate.

Summary

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

It is our opinion, subject to the recommended conditions, that the Consent Application represents good land use planning and, should be provisionally approved based on the conditions outlined in the recommendations Section of this Report.

Respectively submitted,



Jonathan Pauk HBASc., MSc.
Planning Consultant
MHBC Planning



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

THE MUNICIPALITY OF MAGNETAWAN

PLANNING REPORT

TO: Nicole Fraser, Interim Clerk-Administrator,
Municipality of Magnetawan

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

DATE: May 30, 2019

SUBJECT: Consent Application – Patterson – 113 Halls Road East, Lot 9,
Concession 10, Municipality of Magnetawan

Recommendations

That the Council for the Municipality of Magnetawan provide comments to the Planning Board in support of the Consent Application relating to 113 Halls Road East (Lot 9, Concession 9) by recommending that the Consent Application for a lot addition be provisionally approved subject to the following conditions:

- 1) That the applicant provides the Municipality with:
 - a. The original executed transfer (deed), a duplicate original and one photocopy;
 - b. A copy of the Reference Plan to be deposited in the Land Registry office that is substantially in compliance with the application sketch;
 - c. A schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes.
- 2) Payment of all municipal legal and planning fees associated with the processing of the application.

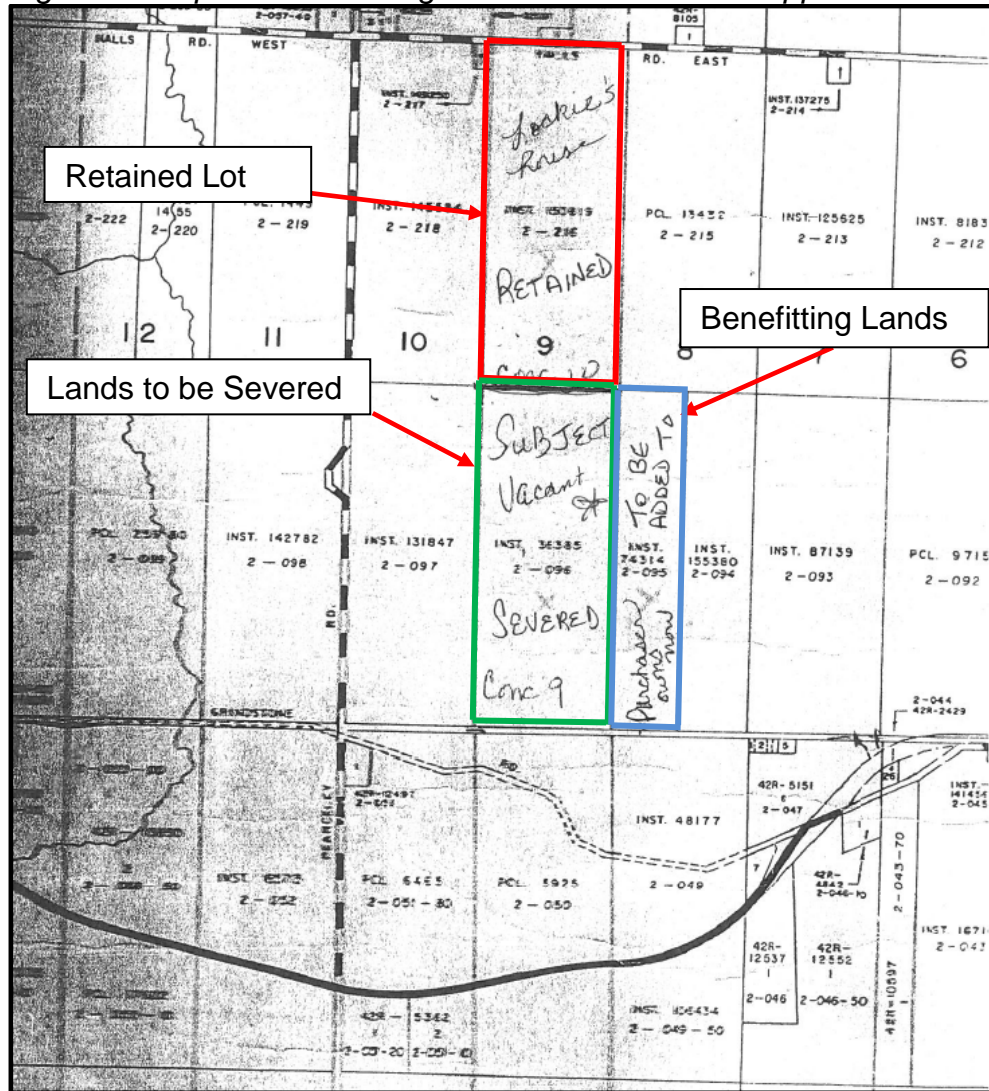
Proposal / Background

A Consent Application (lot addition) has been submitted by the property Owner, Lockie Patterson for the property located at 113 Halls Road East and legally described as Concession 10, Lot 9 in the Municipality of Magnetawan.

The subject property is located outside of the Village of Magnetawan settlement area boundary. The proposal is for a lot addition which seeks to add the southern portion of the subject property (Lot 9, Concession 10) to the abutting property to the south east. The abutting property owners, Graham and Craig Mitchell, located at Concession 9, Lot 8 have provided the executed purchase and sale agreement as well as an acknowledgement letter for the proposed lot

addition. The signed purchase and sale agreement and letter submitted with the application, states that the purchasers (Graham and Craig Mitchell) acknowledge that the proposed consent application will be made as a lot addition to the property located at Lot 9, Concession 8. This document confirms they are in agreeance to purchase the proposed severed lands located at Lot 9, Concession 9 in the Municipality of Magnetawan. The purchase and sale agreement and letter provided by the property owners of Part Lot 8, Concession 9 is included as Appendix 1 to this Report. The drawing that was submitted with consent application is shown in Figure 1.

Figure 1: Proposed Lot Configuration Submitted with Application



Retained lot shown in 'red' above represents the proposed retained lot. Shown in 'green' are the lands to be severed and added to the abutting property (Lot 9, Concession 8). The benefiting lands that are to be increased in size, are shown as the benefiting lands in 'blue'. The proposed retained lot is currently developed with a dwelling and accessory buildings. As submitted, there are no new lots proposed.

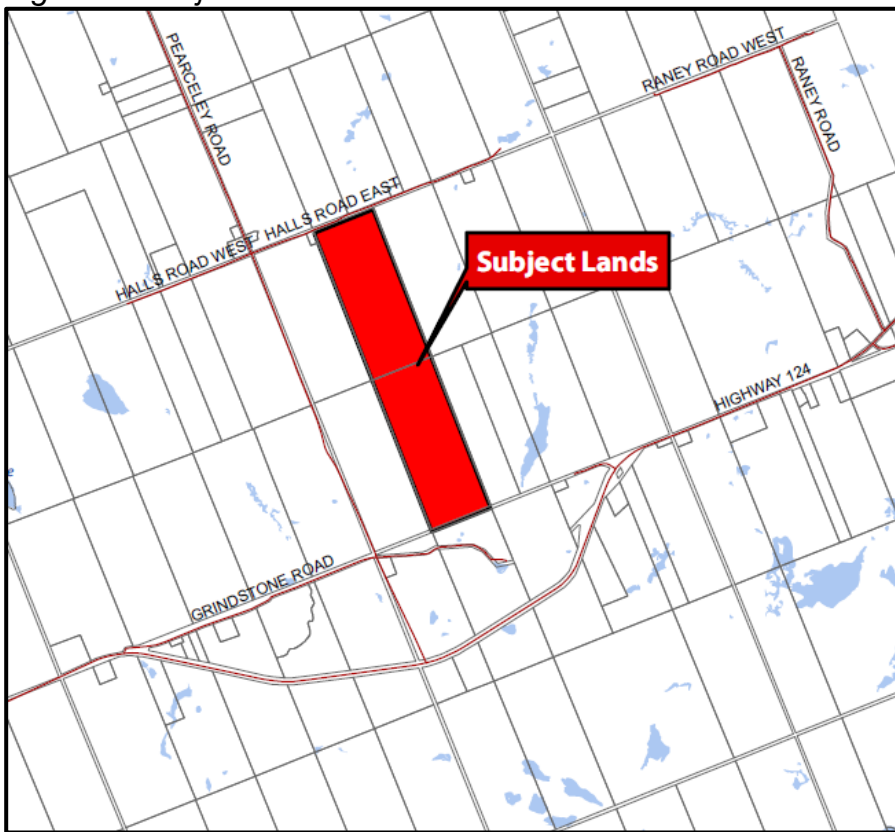
The retained lot is accessed via existing frontage onto Halls Road East, which is identified as being a municipally maintained road. The lands to be severed is proposed to be added to the abutting property which is currently accessed by an existing private right-of-way.

As noted previously, this application proposes a lot addition and no additional lots will be created. The proposed lot addition of the 100 acre parcel (Lot #2) would increase the size of Lot #3 from 50.37 acres (20.3 hectares) to 150 acres (60 hectares).

Area Context

The subject property is generally located in the north eastern extent of the Municipality; to the west of Pearcley Road and north of Highway 124. The subject property has frontage onto Halls Road East. The location of the subject lands is shown in Figure 2.

Figure 2: Subject Lands



The lots are located outside of the Village of Magnetawan settlement area. The lands are designated as Rural in accordance with Schedule A – Land Use in the Official Plan. They are zoned Rural (RU), Environmental Protection (EP), Extractive Industrial (MX) and Agricultural (A), see Figure 4. Surrounding land uses include the following:

- North:** Rural Residential properties fronting onto Halls Road East
- East:** Rural Residential properties fronting onto Halls Road East
- South:** Highway 124 and Rural Residential properties fronting onto Grindstone Road
- West:** Rural Residential properties fronting onto Grindstone Road

Policy Analysis

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

Provincial Policy Statement

The Provincial Policy Statement (PPS) is a document that guides development within the Province. The subject lands are located in a rural area of the Municipality and outside of the Village of Magnetawan. The PPS identifies a number of permitted land uses on rural lands in municipalities in Section 1.1.5.2. As outlined in Section 1.1.5.2 of the PPS, land uses related to limited residential development are permitted on rural lands. Private rural development is representative of a land use that is permitted in this location of the Municipality. The retained lands are currently being used for a rural residential use. The consent application represents a reconfiguration of lot lines. No additional lots will be created.

Policy 1.6.6.4 provides policies that apply to development on individual wells and septic systems. It states that individual on-site sewage services and individual on-site water services may be used provided that site conditions are suitable for the long-term provision of such services with no negative impacts. The proposed retained and severed lots are currently developed with existing individual on-site services. There are no new on-site sewage and water services proposed as part of this application.

Section 2.0 of the PPS contains policies related to the wise use and management of resources. Ontario's long-term prosperity, environmental health, and social well-being is dependent on protecting water and natural heritage features. Section 2.1.1 of the PPS states that natural features and areas shall be protected for the long term. Furthermore, Section 2.1.2 of the PPS states:

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

Section 2.1.8 of the PPS must be considered when reviewing the proposed Consent Application. The subject lands contain an unevaluated wetland feature. It traverses the northern extent of the lands, behind the existing dwelling which is located on the retained lot. As proposed, the wetland area would be located entirely on the proposed retained lot. No development is proposed within or adjacent to this feature. It is our opinion that an Environmental Impact Statement would not be required.

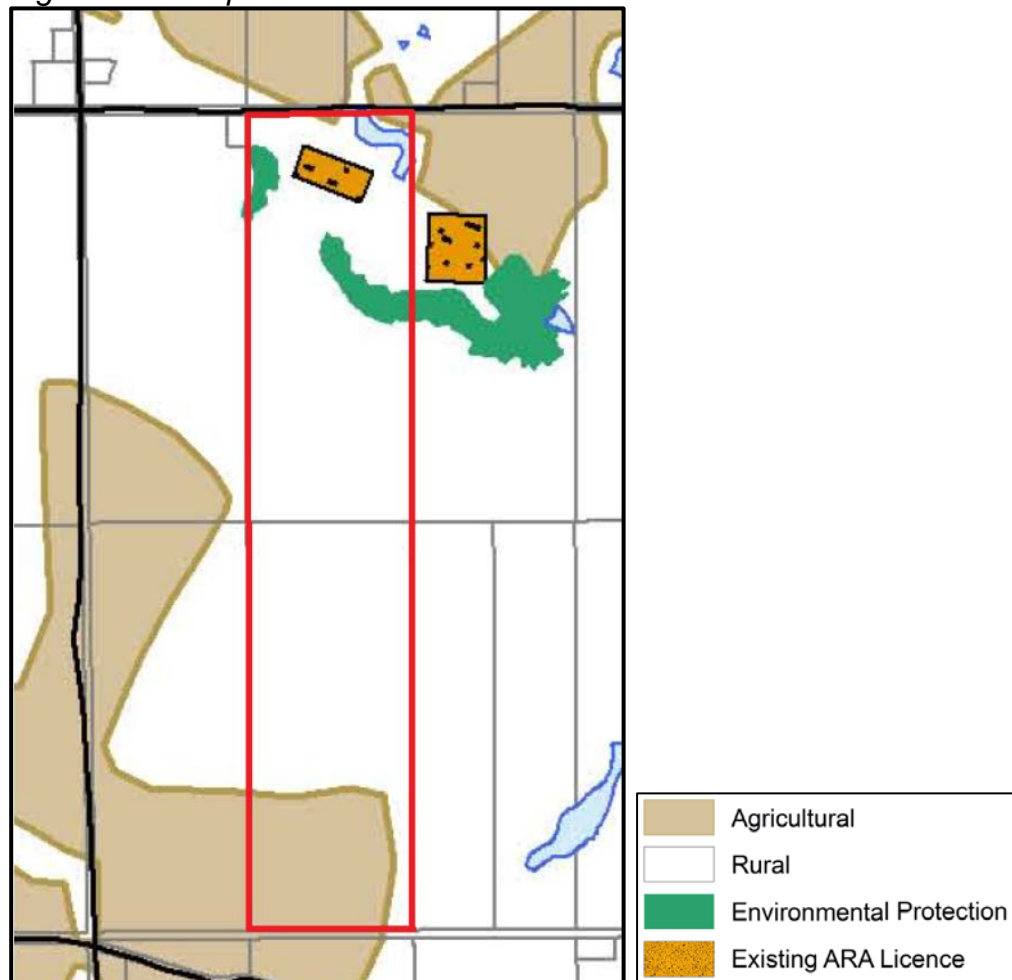
The proposed consent application is consistent with the policies contained in the PPS.

Municipality of Magnetawan Official Plan

The Municipality's Official Plan provides direction pertaining to growth and development within Magnetawan. The policies in the Plan address the environment, cultural and built heritage, natural resources and servicing and transportation. In accordance with Schedule A of the Official Plan, the subject property is designated Rural, Environmental Protection, and

Agricultural. The lands are also identified as having an existing ARA Licensed area on the property, as shown in Figure 3.

Figure 3: Excerpt of Schedule A – Land Use



Section 6.3 includes policies related to Private Roads and states that existing private roads may continue to be used but shall not be extended. The existing private right-of-way will continue to be used to access Lot #3 and is not required to be extended to accommodate such access.

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

Table 2: Official Plan Section 7.7.1 Summary

Policy 7.7.1 Severance Criteria	Does the Application Conform?
a) A registered plan of subdivision is not necessary for the orderly development of the lands.	A Plan of Subdivision is required where 5 or more lots are proposed. The lot addition does not proposed to create a new lot. Therefore, a Plan of Subdivision is not required.

<p>b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.</p>	<p>The proposed retained lot, Lands to be severed I and the benefitting lands will continue to comply to the minimum lot frontage and area requirements of the Municipality's Zoning By-law.</p>
<p>c) The proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road.</p>	<p>The retained lot will continue to front onto Halls Road East, a municipally maintained road. The lands to be severed will be added to the benefitting lands which will continue to utilize an existing private right-of-way for access. As no new lot is being created, and an existing lot is being made larger, the intent of the access policies of the Plan are met.</p>
<p>d) Lots for hunt camps, fishing camps, wilderness tourist camps or similar uses may be permitted on unmaintained municipal road allowances or on private right of ways to publicly maintained roads provided that the appropriate agreements are in place to ensure that the Municipality has no liability with respect to the use of these roads.</p>	<p>The proposed lots will support existing residential uses and are not for hunt camps, fish camps etc.</p>
<p>e) The lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;</p>	<p>The proposed lots do not appear to create a traffic hazard. No new entrances are required as part of the proposed lot addition.</p>
<p>f) The lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site that is outside of any flood plain or other hazard land.</p>	<p>The consent application does not propose any new development. Both of the subject properties are currently developed with individual on-site sewage and water services.</p>
<p>g) Notwithstanding subsection c), lots created for seasonal or recreational purposes may be permitted where the access to the lot is by a navigable waterbody provided that Council is satisfied that there are sufficient facilities for mainland parking and docking.</p>	<p>No new lots are proposed as part of the consent application.</p>

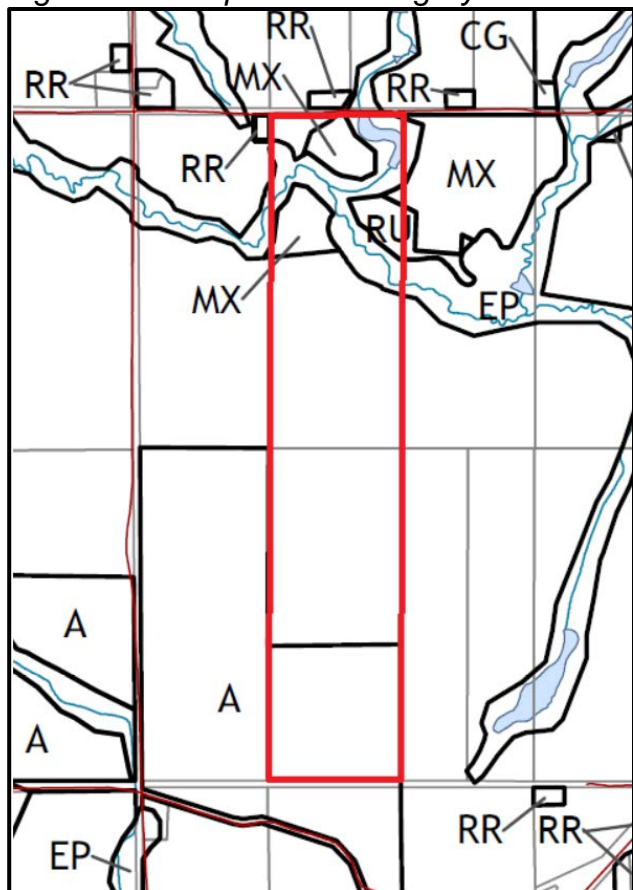
<p>h) Any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway.</p>	<p>As part of the proposed consent application, no new lots are proposed. Access to the proposed retained and severed lots will be secured using existing access routes.</p>
<p>i) In the Rural designation, new lots created by consent shall be limited to the following:</p> <ul style="list-style-type: none"> i. The Township will permit the creation of up to eight new lots per year. The new lots must comply with the regulations as set out in the implementing Zoning By-law. ii. two lots per original hundred acre lot; iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway 	<p>As a result of the proposed consent application, no new lots are proposed.</p>
<p>j) The creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.</p>	<p>As a result of the consent application, the properties will not be land locked or prevent access to any parcel of land.</p>
<p>k) Any severance proposal on land adjacent to livestock operations shall meet the Minimum Distance Separation Formula I in accordance with the MDS Guidelines and shall demonstrate that the proposed water supply has not been contaminated from agricultural purposes.</p>	<p>The subject lands are not located adjacent to livestock operations.</p>

As noted previously, the proposed lot addition does not propose the creation of a new lot. The consent application conforms to the consent policies contained in Section 7.1.1 of the Official Plan.

Municipality of Magnetawan Zoning By-law

The subject lands are zoned Rural (RU), Environmental Protection (EP), Extractive Industrial (MX) and Agricultural (A) in the Municipality's Zoning By-law, as shown in Figure 4.

Figure 4: Excerpt from Zoning By-law 2001-26, as amended



For the purposes of this report, we have focused our review in the context of the provisions for the Rural Zone, given the location and existing land uses of the subject property. Table 3 provides a summary of the proposed lots in relation to the minimum requirements for the Rural Zone.

Table 3: Rural Zone Standards

Zoning By-law Requirements		Lot Configuration	
	Rural (RU) Zone	Proposed Retained Lot	Proposed Benefitting Lot
Minimum Lot Area	10 hectares	40.4 hectares (100 acres)	60.7 hectares (150 acres)
Minimum Lot Frontage	134 metres	403 metres	607 metres (Clover Hill Road – private right-of-way) that has existing access

As summarized in Table 3, the subject properties will comply with the minimum lot frontage and lot area requirements for the Rural Zone.

Section 3.18 of the By-law also provides regulations that recognize that lots that are increased in size as the result of a lot addition are deemed to comply to the Zoning By-law.

Summary

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

It is our opinion, subject to the recommended conditions, that the proposed lot addition represents good land use planning and, should be provisionally approved based on the conditions outlined in the recommendations Section of this Report.

Respectively submitted,



Jonathan Pauk HBASc., MSc.
Planning Consultant
MHBC Planning



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

Date: May 30, 2019

To: Magnetawan Council, Meeting of June 5, 2019

By: Recreation Supervisor;

CC: Interim Clerk-Administrator, Nicole Fraser

Current plans for Canada day weekend in Magnetawan

Hammond's horse rides throughout the day on July 1. They will act as a shuttle for people between the Magnetawan Community Centre and Centennial Park as there will be attractions at both locations. 12pm – 5pm

Melissa Sohm will be in the community centre painting faces from 12pm – 2pm

2 inflatables have been rented from Pascoe Events. This includes an inflatable bouncy castle and an inflatable slide. These will be set up at the community centre from 12:00pm – 4:00pm. Pascoe Events will set up and tear down the inflatables. A volunteer will monitor the inflatables during the day.

Ken Lister "Ken the Balloon Dude" will be making Balloon animals from 2pm – 5 pm at Centennial Park. Ken will also have a vendor booth during this time

Brett Baker will be performing live music at Centennial Park from 2:30pm – 4:00pm and 7:30pm – 9:00pm

Patti and Mick Parker will be performing live music in the Lions Pavilion from 12:00pm – 3:00pm

Lawn games and children's activities will be available all day. Games will be set up at Centennial Park for everybody to use. Volunteers will monitor games and equipment to ensure nothing is damaged or stolen.

Cardboard boat races will be happening at Centennial park starting 4:00pm

Fireworks starting at 10:00pm (if it's dark enough) on Sunday June 30th. This allows people who are at their cottages for the weekend to see the fireworks, given that cottagers are likely driving back home on Sunday July 1.

The Planning process is still underway and there will be more attractions added as the recreation Supervisor continues to seek out suitable entertainment.

CENTRAL ALMAGUIN PLANNING BOARD

63 Marie St
P. O. BOX 310
SOUTH RIVER, ON
POA 1X0

e-mail – centralalmaguinplan@hotmail.com

705 – 386 - 2573
FAX 705 - 386 - 0702
Susan L. Arnold
Secretary - Treasurer

Board Meeting Minutes for May 15, 2019 - 5:30pm

Attending:

Sundridge	Member	Steve Rawn		Joly	Member	Absent
South River	Member	Jim Coleman	Vice Chair	Magnetawan	Member	Sam Dunnett
Machar	Member	Absent		Strong	Member	Kelly Elik
Provincial	Member	Vacant	Chair	Provincial	Member	John MacLachlan

Secretary-Treasurer: Susan L. Arnold

Guests: Elizabeth Arbour, Ardon Blackburn, Steven Burrill, Audrey Benninger, Bob Bantten, Patti Batten, Peter Benninger, Uwe Schmrau

The Chair called the meeting to order at 5:34 p.m.

Pecuniary Interest Declared: None declared

Res #1 Sam Dunnett-Kelly Elik

Be it resolved that this Board does hereby adopt the minutes of Wednesday, April 17, 2019, as printed. CARRIED

Res#2 Stephan Rawn- Jim Coleman

Be it resolved that this Board does hereby approve payment of the May Accounts:

Ch #351- \$297.60; Village of South River (May Rent)

Ch #352- Wages; (4 weeks)

Ch #353- \$678.00; Municipal Planning Services Ltd

On-Line- \$151.82; CRA Payroll Deduction

CARRIED

Mr. Blackburn was invited to the table to make a presentation regarding the Board's April 17, 2019 resolution pertaining to the documents which which be required in order to have a subdivision application deemed to be complete.

Mr. Blackburn indicated the site plan which would indicate buildings will remain and which buildings will be removed will be forth coming.

Regarding the Lake Capacity Assessment Mr. Blackburn provided a detailed presentation citing information obtained from the "Lake Partner Program" website. The tables included in the presentation showed total Phosphorus Concentration from 2002 to 2008 and Water Transparency from 1999 to 2008. This information was specific to Deer Lake but the years which were provided did not reflect current readings. The Board Chair asked Mr. Blackburn to provide the website where this information had been obtained. Mr. Blackburn's office will forward this website to the Secretary-Treasurer to be distributed to the Board members. The presentation also provided facts about the Lakeshore Capacity Assessment being a tool developed by the Ministry of Environment to predict impacts of shoreline development on water quality and about the protection of water quality.

The information provided in the presentation appeared to support the Board's April 17, 2019 decision regarding the need for an Environmental Impact Study/Site Evaluation/Lake Capacity Study be included in the application.

Mr. Benninger asked for the floor. Mr. Benninger appreciated the report prepared by Mr. Blackburn and, although he does not object to the Pocono Lodge application, he is still very concerned with the health of Deer Lake. It is Mr. Benninger's opinion

that a substantial number of conditional approvals for Deer Lake have been granted since 2017 and he worries that the lake will not be able to support further development.

Mr. Benninger also advised that he was part of a group of Deer Lake residents which are forming an official “Friends of Deer Lake Association”.

Mr. Bantten sought clarification from the Board and commented on the additional regulations. He also commented on Blue Green Algae blooms.

Some general discussion took place among those in attendance and the Board members. The Chair thanked Mr. Blackburn for his presentation and continued with the meeting.

Mr. Blackburn and Elizabeth Arbour left the meeting at 6:21 p.m.

Res #3 Kelly Elik- Stephan Rawn

Be it resolved that this Board does hereby approve the Municipality of Magnetawan’s request to amend the Conditions of Consent for File B022/18 Magnetawan to exclude the payment of the 5% parkland fee as the Council of the Municipality of Magnetawan, in the past, has not required the 5% parkland condition for applications where the consent is re-establishing existing lot lines in the exact same place. CARRIED

The next item on the agenda was decisions for files B003/19 Lount, B004A/19 & B004B/19 Lount, B005/19 Lount and B006/19 Lount.

Mr. Steven Burrill hand-delivered a letter prior to the start of the meeting which stated that he and Audrey Benninger strongly objected to the approvals of easements over the lands which were the subject of the above noted files. Mr. Peter Benninger also voiced his concern to the new access entrance created by this easement.

Following discussion between the agent for these applications (Uwe Sehmrau), Mr. Burrill, Ms. Benninger and Mr. Benninger and members of the Board the following resolutions were passed.

Res #4 Sam Dunnett- Jim Coleman

Be it resolved that this Board does hereby approve the file B003/19 Lount to create a Right-of-Way which will be 20m (+/-) wide with an entrance from Boundary Road and run the full length of Part 7, Con 3, PCL 3783 3-045 and will replace the current access situated at the western boundary line as it was deemed to be unsafe by the Lount Roads Board using MTO criteria.

The subject land is located at Con 3, Part Lot 7, PCL 3783 3-045, in the Township of Lount, in the District of Parry Sound. The

Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given. CARRIED

Res#5 Kelly Elik- Stephan Rawn

Be it resolved that this Board does hereby approve file B004A/19 & B004B/19 Lount to create a Right-of-Way which will be 20m (+/-) wide with three (3) separate segments of Right-of-Way on this property with a combined length of 530m (+/-) and will connect with 3 other Right-of-Way sections over three other properties to create a single Right-of-Way to replace the current access connection situated at Boundary Road as it was deemed to be unsafe access by the Lount Roads Board using MTO criteria; and a Lot addition measuring 20m Width (+/-) X 520m Depth (+/-) with an area of 1.4ha (+/-) to become part of Con 3, Part Lot 7, PCL 3783 3-045 and retaining the 12.7ha (+/-).

The subject land is located at Con 3, Part Lot 7, RP 42R-9985, Part 1 RP42R18717, in the Township of Lount, in the District of Parry Sound.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given. CARRIED

Res#6 Jim Coleman- Sam Dunnett

Be it resolved that this Board does hereby approve file B005/19 Lount to create a Right-of-Way which will be 20m (+/-) wide X 100m (+/-) Depth and will connect with 3 other Right-of-Way sections over three other properties to create a single Right-of-Way to replace a road allowance access for which a connection to Boundary Road was deemed to be unsafe by the Lount Roads Board using MTO criteria.

The subject land is located at Con 3, Lot 6, RP 42R-4398 Part 3, REM of parcel 9069 PSNS, in the Township of Lount, in the District of Parry Sound.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given.
CARRIED

Res#7 Stephan Rawn- Kelly Elik

Be it resolved that this Board does hereby approve file B006/19 Lount to create a Right-of-Way which will be 20m (+/-) wide X 80m (+/-) Length and will connect with 3 other Right-of-Way sections over three other properties to create a single Right-of-Way to replace a road allowance access for which a connection to Boundary Road was deemed to be unsafe by the Lount Roads Board using MTO criteria.

The subject land is located at Con 3, Lot 6, RP 42R-9414, in the Township of Lount, in the District of Parry Sound.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given.
CARRIED

Correspondence was read.

Res #8 Sam Dunnett- Jim Coleman

Be it resolved that this Board does hereby adjourn until June 19, 2019 at 5:30 p.m. or at the call of the chair. CARRIED

Susan L. Arnold
Secretary - Treasurer

John MacLachlan
Chair

Almaguin Community Economic Development (ACED)
Interim Board Meeting Minutes

Date: Monday April 15th, 2019
Time: 6:00 pm
Location: Strong Township Municipal Office – Municipal Lane, Sundridge
Facilitator: Dave Gray, BACED

Present: Melanie Alkins, ENDM
Barb Belrose, Village of Sundridge
Tim Brunton, Township of Magnetawan
Tim Bryson, Township of Joly
Kelly Elik, Township of Strong
Willy Hollett, AHCC Representative
Celia Finley, Township of Ryerson
Lewis Hodgson, Village of Burk's Falls
Margaret Ann MacPhail, Township of Perry
Wendy Whitwell, Armour Township
Brenda Scott, Village of South River

Absent: Ron Begin, FedNor

Staff: Nicky Kunkel, Village of Burk's Falls
Nancy Field, Township of Ryerson
Brayden Robinson, Township of Ryerson
Jolene Mathieson, Recording Secretary
John Theriault, Township of Armour

Guests: John Finley

1. Call to Order

The CAEDA meeting was called to order by Kelly Elik at 6:00 pm.

2. Acceptance of the March 18th CAEDA Minutes

Resolution No. 2019-018

Moved by: Brenda Scott

Seconded by: Tim Bryson

Be it resolved that Committee does hereby approve the minutes of the regular meeting of March 18th Meeting as circulated.

Carried

Adjourn

Resolution No. 2019-019

Moved by: Barb Belrose

Seconded by: Willy Hollett

Be it resolved that CAEDA does hereby adjourn at 6:01 pm.

Carried

Resolution No. 2019-006

Moved by: Lewis Hodgson

Seconded by: Celia Finley

Be it resolved that the Burk's Falls & Area Community Economic Development Committee approve the minutes of the March 18th BACED Meeting as CIRCULATED/AMENDED.

Carried

**3. Acceptance of the March 18th ACED Interim Board Minutes (Resolution 2019-005)
Resolution No. 2019-005**

Moved by: Margaret Ann McPhail

Seconded by: Brenda Scott

Be it resolved that the Almaguin Community Economic Development Committee approve the minutes of the March 18th ACED Meeting as AMENDED.

Carried

4. CEDO Report:

a. Discussion Items:

i. Core Activity Review – Dave Gray provided an update on core activities of CAEDA and BACED.

ii Current Projects Review - Both committees websites will be updated to include minutes. Discussions continue with the Chamber of Commerce regarding a new ACED website. A brief discussion took place regarding RT012 – Explorer's Edge press release. The new ACED logo was well received among committee members. A discussion regarding the retirement of doctors in Sundridge and Burks Falls took place and ACED is willing to assist with recruitment if necessary.

5. ACED Department Planning

a. Draft Terms of Reference Review

i. The committee deferred the acceptance of the Terms of Reference in favour of a sub-committee that will finalize the document and bring it back to the committee for approval.

b. Organizational Chart Review

i. ACED - received

ii. Armour Township - received

c. Draft Position Description Review

i. Discussion regarding hiring process – an update was provided by Dave Gray

6. Other Business: a brief round table discussion took place amongst members regarding new business owners in the area.

7. Next Meeting Date: Monday May 27th, 2019 at 6:00 pm



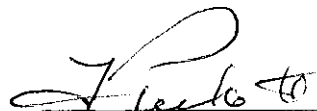
Regular Council Meeting Resolution Form

Date: April 16, 2019 No: RESOLUTION - 131-2019
 Moved by Councillor Scott Brum Disposition: CARRIED
 Seconded by Councillor Heather Lang Item No: 9.1

Description: Request for Support #1-4
 2. Councillor Scott Brum - Government of Ontario E-Learning

RESOLUTION:

WHEREAS the Government of Ontario is proposing education adjustments; **AND WHEREAS** the Government of Ontario announced that secondary school students will be required to take four (4) out of the thirty (30) high school credits as online courses; **AND WHEREAS** thirty (30) credits are required for an Ontario high school diploma, the government is not providing rural Ontario with the same broadband access as the rest of the Province; **AND WHEREAS** throughout much of rural and northern Ontario, broadband service is lacking, making e-learning impossible, and may set our students up for a two-tier education system due to the lack of internet access; **AND WHEREAS** online e-learning will disproportionately affect students with special needs, who may need more attention from their teachers, and students in low-income families, who may not have access to a laptop and internet at home to do their online course work; **THEREFORE BE IT RESOLVED THAT** the Township of McNab/Braeside respectfully requests the Premier of Ontario to reconsider these online courses until rural Ontario students can be given the same opportunity to access the internet as the urban students; **BE IT FURTHER RESOLVED THAT** this motion be circulated to Ontario Premier Doug Ford, Minister of Education Lisa M. Thompson, MPP of Renfrew-Nipissing-Pembroke John Yakabuski, MP of Renfrew-Nipissing-Pembroke Cheryl Gallant, all Municipalities in the Province of Ontario, AMO, and ROMA.



 MAYOR

Recorded Vote Requested by: _____

	Yea	Nay
T. Peckett	_____	_____
B. Armsden	_____	_____
H. Lang	_____	_____
S. Brum	_____	_____
O. Jacob	_____	_____

Declaration of Pecuniary Interest: _____
 Disclosed his/her/their interest(s), vacated his/her/their seat(s),
 abstained from discussion and did not vote

Report #: 7.2
Subject: Provincial Budget Report
To: Board Members
From: Janet Patterson, CAO
Mitzi Dinsmore, CFO
Date: May 16, 2019

For Information

Report:

The Ontario Provincial Budget was released on April 11th and contained a number of items that impact the DSSAB. I have attached an excellent detailed analysis of the budget prepared by OMSSA for your perusal. Unfortunately, at the time of writing the report, we are still in the dark as to the specific impact these items will have on our operations as service contracts and funding documentation have not yet been issued to individual service providers. Accordingly, I have provided data below to indicate possible impacts and what we have done to date to mitigate anticipated reductions in funding.

Ontario Works

- ASI program funding will end July 31, 2019 and a 2.1% annual decrease is expected to the MCCSS budget.
- We budgeted for a 5% decrease in OW administration funding and have already reduced staffing through attrition to mitigate the loss of the ASI program funding.
- Further to this, our OW staff have embraced our risk based intake process and other social assistance modernization strategies and we believe we are well placed to streamline services.

Employment Ontario

- The Province is creating a new service system management model for Employment Ontario. Ontario Works employment outcomes targets are being set at a 3% improvement over the prior year.
- Our DSSAB is collaborating with the other DSSAB's and CMSM's in the North to position ourselves as Service Managers for the re-vamped Employment Ontario system.
- In the past we have been very successful at meeting our employment outcomes targets and retaining 100% of our employment funding. We have done a detailed review of our current outcomes and are well placed to establish realistic outcomes to work towards receiving 100% of our funding.

Housing

- CHPI funding has been held at 2018/19 levels for 2019/20. Additional funding of \$444,800 has been allocated to us under the Ontario Priorities Housing Initiative.
- The overall reduction to the CHPI budget is \$41,534. We are currently exploring options and can either reduce one-time planned spending in-year or utilize deferred revenue from this program to operate within budget.

- To date, the spending parameters for the Ontario Priorities Housing Initiative have not yet been shared with the Service Managers.

Child Care and Early Years

- The operating funding portion of Expansion Plan funding will be cost-shared 80:20 and all administration funding will be cost-shared 50:50, effective April 1, 2019.
- Without details, we are currently unable to determine the impact of the funding changes on our budgets. However, we have deferred mitigation funding that was received in 2014 available to offset any increases in municipal costs in 2019.

VAW

- A 2.1% annual decrease is expected to the MCCSS budget.
- Without details, we are currently unable to determine the impact of the funding changes on our budgets. However, we received \$50,000 in additional Gender Based Violence funding for our VAW programs in 2018 – under a 2-year funding allocation. We anticipate that this funding will continue as planned for 2019. An overall decrease of 2.1% in funding for these programs is \$15,026. We have unallocated municipal funding in the budget of \$58,857 which would more than offset this reduction.

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>ASI (MCCSS)</p>	<p>Memo from Richard Steele (April 16)</p>	<p>ASI program to be eliminated July 2019.</p>	<p>21 municipalities to lose funding and program for addiction services for clients.</p> <p>All existing services must be wrapped up by July.</p>
<p>Ministry Budget and Funding (MCCSS)</p>	<p>Ontario Budget</p>	<p>Children’s and social services sector spending is expected to decrease from \$17B in 2018-19 to \$16B in 2021-22. This represents an annual 2.1% decrease over that period.</p> <p>These savings are expected to be achieved through social assistance reform, social services modernization, human services integration, reducing reporting requirements and streamlining transfer payments.</p> <p>Ontario Works recipients can earn up to \$300 per month without reducing their social assistance.</p> <p>Those on ODSP will be exempt from up to \$6,000 in earnings per year compared with \$2,400 previously.</p> <p>The government previously announced the Low-income Individuals and Families (LIFT) Tax Credit.</p>	<p>The 2.1% annual decrease to the MCCSS budget is a significant concern. While some savings are expected from human services integration, modernization and employment outcomes, it would be ambitious to count on this for \$1B in savings before 2021-22.</p> <p>This Ministry also oversees agencies such as Children’s Aid Societies, Community Living and many other areas, following the merger of five smaller Ministries.</p>
<p>Employment Ontario (MTCU)</p>	<p>Memo from Erin McGuinn, ADM (April 18)</p>	<p>New service system management model for Employment Ontario is expected to save \$720M before 2021-22.</p> <p>A competitive RFP process will be launched in the future for system service management of Employment Ontario.</p> <p>A memo was sent out inviting service managers and providers to an information session on May 15 and 16. This date conflicts with OMSSA’s 2019 Leadership Symposium and AGM. OMSSA has raised this issue with MCTU.</p>	<p>Service managers currently receive funding for employment outcomes of social assistance clients. Some service managers have reported cuts of up to 20% of this funding.</p> <p>Service managers will be expected to improve employment outcomes for Ontario Works clients by 3%. This will be a challenge, as the new definition of</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Employment Ontario (MTCU) (continued)</p>			<p>ODSP will add to the Ontario Works caseload, and local economic circumstances can always change.</p> <p>Service managers will face a choice on whether or not to bid on the SSM role, with potential implications either way.</p> <p>The projected \$750M in savings from more effective system service management is a concern.</p>
<p>Housing (MMAH)</p>	<p>Memo from Janet Hope (April 18)</p>	<p>Service managers received a memo from Janet Hope on the Community Housing Renewal Initiative and allocations.</p> <p>Overall spending on housing and homelessness will be over \$1B in 2019-20. It will drop to slightly below a billion for 2020-21. It will also be over \$1B in 2021-22. CHPI funding is maintained and will increase to \$338.7M in 2020-21.</p> <p>Federal funding has ended for the Investment in Affordable Housing for Ontario fund. The provincial government will provide \$80.1M to complete their share of matching funds.</p> <p>Home for Good and the Indigenous Supportive Housing program will be maintained with plans to increase funding to 94.7B in 2021-22.</p> <p>New programs under the National Housing Strategy have been launched. They include the Canada-Ontario Community Housing Initiative (COCHI) and the Ontario Priorities Housing Initiative.</p> <p>Negotiations are ongoing for the new Canada-Ontario Housing Benefit to be launched in the future. SPP will be maintained.</p>	<p>Maintaining and increasing CHPI is a big win. There do not appear to be any significantly negative impacts of announced changes, although some service manager have reported lower allocations than expected.</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
Supportive Housing (MMAH)	Ontario Budget	<p><i>“The Province’s current supportive housing system is difficult for people to navigate and does not effectively address the unique needs of individuals. To improve the flexibility of the system and the outcomes for people, the government will undertake a comprehensive review to identify opportunities to streamline and improve coordination of the province’s supportive housing programs.”</i></p>	
Housing Supply (MMAH)	Ontario Housing Supply Action Plan	To be released around August.	Has the potential to impact development charges revenue, planning and inclusionary zoning.
Regional Review (MMAH)	Regional Review <i>Consultations close May 21</i>	<p>Consultations are ongoing on the Regional Review. The DSSAB review will also be proceeding, with NOSDA being consulted.</p> <p>A report will be issued to the Minister in July, with an announcement expected at the AMO Conference in August. It is expected that related legislation will be introduced in the fall.</p>	<p>The Regional Review has the potential to result in major changes. There is also potential to apply changes recommended in the regional review to all municipal governments in the province.</p> <p>The review has been a distraction and disruption for staff in the areas impacted. Rumours and speculation are a concern.</p>
Reporting Burdens (MMAH)		<p>MMAH has also been working on a reporting burden initiative, with the goal to cut municipal reporting by 75% across all sectors. Municipal associations are participating in the related committee work that will be wrapped up in June. MMAH will have a report and the Minister is expected to provide an update in August at the AMO conference.</p> <p>Ontario municipalities received one-time funding of \$200M to assist 405 municipalities improve efficiency. Allocations have been released.</p>	<p>The reporting burden committee will likely be successful in reducing reporting burdens in child care, social assistance and housing, in coordination with initiatives such as social assistance reform, community housing renewal and child care.</p> <p>Consolidated transfer payments and service agreements may come out of this.</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Child Care and Early Years (EDU)</p>	<p>Memo from Jill Dubrick and Shannon Fuller (April 18)</p>	<p>2019, the Ministry of Education will be investing approximately \$1.7 billion in child care and early years programs. Of the \$1.7 billion, \$1.59 billion will be invested in child care including:</p> <ul style="list-style-type: none"> • \$1.03B in general allocation; • \$216M to support child care expansion; • \$26M in base funding for licensed home child care; • \$100M in Canada-Ontario Early Learning and Child Care funding; and • \$204M for Wage Enhancement/Home Child Care Enhancement Grant funding. <p>Additional investments in child care and early years include:</p> <ul style="list-style-type: none"> • \$141.5 million is being invested for early years programming. • \$35 million is being invested to support off reserve Indigenous-led child care and early years programming in 2019. <p>This investment enables the continued support of key government priorities such as child care and early years operating costs, fee subsidies, the wage enhancement/home child care enhancement grant, licensed home child care base funding, child care expansion, and funding for off reserve Indigenous-led culturally appropriate child care and early years programs.</p> <p>Changes are also being made to EarlyON Child and Family Centre staffing requirements and rules around the provision of respite child care in EarlyON Centres.</p> <p>The current Child Care Funding Formula (CCFF) is comprised of various data components. In 2019 the CCFF</p>	<p>Beginning in April 2019, CMSMs/DSSABs will be required to cost-share the operating portion of Expansion Plan funding at a rate of 80/20 provincial/municipal and all administration funding, including Wage Enhancement administration funding, will now be cost-shared at a rate of 50/50.</p> <p>In addition, the threshold for allowable administration funding municipalities can spend on child care will be reduced from 10% to 5%.</p> <p>To support municipalities in transitioning to these new requirements, the changes will take effect as of April 1, 2019 and will not be applied retroactively to January 1.</p> <p>In response to feedback from the sector and to align with the new child care plan, in 2019 the ministry will also be considering updates to the Child Care Funding Formula to address feedback and reduce administrative burden to come in to effect in 2020.</p> <p>Ministries, agencies and transfer-payment partners are all expected to think differently about how programs and services can be delivered in an improved and sustainable manner that drives efficiencies and maximizes value for money.</p> <p>In 2019, wage enhancement funding will continue to be funded at current funding levels. While administration funding for wage enhancement will be adjusted as per the cost reduction measures noted above, the overall provincial investment in wage enhancement remains the same. Additionally, in</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Child Care and Early Years</p> <p>(EDU)</p> <p><i>(continued)</i></p>		<p>has been updated with the 2016 census data from Statistics Canada (i.e., Low Income Cut-Off (LICO), Land Area, Education Level) and data from the Ministry of Finance (i.e., child population projections, Rural and Small Community Data). These updated data elements will result in corresponding changes to CMSM/DSSAB 2019 child care allocations.</p> <p>Fee Stabilization Support (FSS) funding was provided in 2018 as one time funding to increase wages and other compensation, and to stabilize licensed child care fees. As of March 31st, 2019, the commitment for FSS funding has ended. This will help focus funding towards the child directly and help maintain affordable, accessible child care for families across the province.</p> <p>FSS allocation and cash flow have been provided for the period of January to March 2019 as part of the 2019 Child Care allocations. Reporting requirements associated with FSS will also be related to the period of January to March 2019. FSS funding flowed to CMSMs/DSSABs after March 31, 2019 will be recovered.</p> <p>An updated approach to service targets will be implemented in 2019. The approach will maintain the benefits of the reduced administrative burden realized with the previous approach, but will take into account changes to funding allocations. As with the previous approach, in 2019, service targets will be assigned by the ministry.</p> <p>In 2019, the ministry will be exploring updating the existing Ontario Child Care Management System (OCCMS) to support administrative burden reduction and overall accountability and efficiency of program operations.</p>	<p>2019, the requirement for CMSMs / DSSABs to follow the ministry determined application process for the wage enhancement / home child care enhancement grant will be removed. CMSMs / DSSABs will be responsible for determining wage enhancement / home child care enhancement grant entitlement as per their local policies and processes.</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Child Care Tax Credit</p> <p>(EDU)</p>	<p>Ontario Budget – <i>CARE Tax Credit</i></p>	<p>As announced in the 2019 Budget, the Province is introducing the new Ontario Childcare Access and Relief from Expenses (CARE) tax credit. The new CARE tax credit would provide about 300,000 families with up to 75 per cent of their eligible child care expenses, and allow families to access a broad range of child care options, including care in centres, homes and camps.</p> <p>Ontarians would be able to claim the CARE tax credit when they file their tax returns, starting with the 2019 tax year. Starting with the 2021 tax year, Ontario would give families the choice to apply for and receive more timely support through regular advance payments during the year.</p>	<p>The new tax credit was expected. It was a win that payments will be advanced throughout the year.</p> <p>The CARE tax credit is a bit watered down from the election campaign process to save on costs.</p> <p>Economists had projected the original proposal as costing over \$1B, not the \$398M stated in the PC platform.</p>
<p>Public Health</p> <p>(Health)</p>	<p>Credit: AMO</p>	<p>Overall, municipal service providers will see fiscal impacts starting immediately. The Province will be reducing the current cost-sharing arrangement over three years beginning this year. The following changes to the provincial-municipal cost sharing have been shared with Boards of Health:</p> <ul style="list-style-type: none"> • As of April 1, 2019 2020-21 - 60:40 for Toronto; 70:30 for other public health units • 2021-22 - 50:50 for Toronto; 60:40 for 6 regions with population greater than 1 million; 70:30 for 3 regions with a population less than 1 million (10 regional entities). 	<p>The government has not formally communicated this change in cost sharing to public health units.</p> <p>The Budget committed the government to re-structure public health units from 35 down to 10 autonomous agencies.</p> <p>This is expected to save \$200 million a year by 2021-22.</p>
<p>Ambulances / EMS</p> <p>(Health)</p>	<p>Credit: AMO</p>	<p>Land ambulance dispatch services will be streamlined by integrating Ontario’s 59 emergency health services operators (e.g. 52 EMS, 6 First Nations, Ornge) and 22 provincial dispatch communication centres.</p>	<p>In terms of any restructuring of paramedics services, the Ministry of Health and Long-Term Care has committed to work directly alongside its municipal partners, including AMO, under the MOU. It will involve working groups having meaningful discussions about protecting and enhancing</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Ambulances / EMS</p> <p>(Health)</p> <p><i>(continued)</i></p>		<p>Municipal governments have called for years for improvements to the paramedic dispatch system for which the province has 100% funding responsibility. The government will be exploring new models of care and delivery for emergency health services to improve care for patients and reduce duplication so not every ambulance is sent to an emergency department.</p>	<p>emergency support services across Ontario. We expect these working groups to begin shortly.</p>
<p>Long-Term Care</p> <p>(Health)</p>	<p>Ontario Budget – <i>Long Term Care</i></p>	<p>The government plans to create 15,000 new long-term care beds and upgrade an additional 15,000 long-term care beds to meet modern design standards. This will cost \$1.75B over the next 5 years. \$267M will be invested in home and community care.</p>	<p>OMSSA members have requested that we monitor issues in long-term care.</p>
<p>Seniors Health</p> <p>(Health)</p>	<p>Ontario Budget – <i>Seniors Dental and Mental Health Funding</i></p>	<p>The government will invest \$90M to provide free dental care for low-income seniors. This will apply to seniors with incomes less than \$19,300 or \$32,300 for couples.</p> <p>The government confirms it is investing \$3.8B over 10 years for mental health and addictions focused on community health, justice, supportive housing and acute mental health inpatient beds. \$174M will flow in the 2019-20 year.</p>	
<p>Community Infrastructure Fund</p> <p>(Infrastructure)</p>	<p>Ontario Budget – <i>Ontario Community Infrastructure Fund</i></p> <p>(Credit: AMO)</p>	<p>The Ontario Community Infrastructure Fund (OCIF) provides assistance to communities with populations less than 100,000. OCIF increased in phases starting in 2016 and among other matters, limited access to the application funding to those municipalities receiving less than \$2 million in formula funds annually.</p> <p>2019 marks the year the OCIF program was to mature to \$300 million; (\$200 million in formula allocation and \$100 million in application funds). The OCIF formula component</p>	<p>Service managers are not directly impacted, but the fund has implications on municipal budgets.</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Community Infrastructure Fund</p> <p>(Infrastructure)</p> <p><i>(continued)</i></p>		<p>did increase in 2019 to \$200 million. However, the government also cancelled the application funds for 2018 and 2019. This means \$200 million that would have been available is not accessible to smaller municipalities. The government will review the program. As a result, the government has declined to confirm formula allocation envelopes for future years.</p> <p>While no details are currently available regarding potential changes to the OCIF formula allocation, a reduced envelope is possible. This would diminish the amount of infrastructure support available from the province to municipal governments eligible for OCIF.</p>	
<p>Gas Tax Funding</p> <p>(Transportation)</p>	<p>Ontario Budget - Gas Tax Sharing</p> <p>(Credit: AMO)</p>	<p>The Province will not move forward on its campaign promise to increase the municipal share of the provincial gas tax funds from 2 cents/litre to 4 cents in 2021-22.</p> <p>Recently \$364 million (2019 envelope) was provided to 107 municipal public transit systems. This funding is for established systems only.</p> <p>The Province has committed to consult with municipalities to review the program parameters and identify opportunities for improvement. The outcome of the anticipated increase is \$364 million less to invest.</p>	<p>Could negatively impact transportation, particularly in rural and Northern areas.</p>
<p>Policing / Community Safety</p> <p>(Solicitor General)</p>	<p>Credit: AMO</p>	<p>The Ministry of the Solicitor General has announced changes to policing grants. All existing grants will be combined into the new Community Safety and Policing Grant starting now.</p> <p>While AMO has been told the total funding envelope will remain the same, two significant factors may dilute the distribution of these funds to municipal services. It would appear the OPP is now eligible to apply for grants (previously</p>	<p>AMO has been seeking provincial support for newly legislated costs including mandatory police service board training and mandatory municipal community safety and wellbeing planning. The Ministry's grant announcement is silent on these issues. In addition, a high degree of uncertainty exists with respect to provincial funding for animal cruelty enforcement.</p>

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Policing / Community Safety</p> <p>(Solicitor General)</p> <p><i>(continued)</i></p>		<p>the OPP was ineligible). There have not been any meaningful discussions with the Ministry on the issue of grant criteria. It is not clear how these dollars will be distributed. For over a decade, the provincial government has helped to fund the addition of over 2,000 front-line officers and a portion of their salaries.</p> <p>With respect to the Guns and Gangs funding program, the City of Toronto received \$25 million in 2018 and the City of Ottawa is receiving \$2 million in 2019, and an additional \$16.4 million funding over two years will help other centres throughout Ontario.</p>	Recent animal enforcement changes are putting pressure on policing services and new additional costs.
<p>Libraries</p> <p>(Culture)</p>	Credit: AMO	<p>The Southern Ontario Library Service and the Ontario Library Service-North now face a 50% in-year funding cut for 2019/2020. As this is significant, interlibrary loans across Ontario are discontinued.</p> <p>This impacts the 325+ communities and First Nation communities directly supported by these agencies. Many of these are smaller communities located in rural and northern Ontario, losing access to books and supports available elsewhere.</p> <p>While the 2019 Ontario Budget maintains provincial funding levels for local libraries, provincial funding for municipal libraries has been frozen for the last 20 years.</p>	Does not directly impact service managers.
<p>Conservation Authorities</p> <p>(Environment)</p>	Credit: AMO	<p>Conservation Authorities (CA) will see a \$3.7 million (50%) annual cut from the annual \$7.4 million transfer payment from the Hazard Program. This funding is used by Conservation Authorities for:</p> <ul style="list-style-type: none"> • Forecasting flooding and issue warnings • Monitoring streamflow, rainfall and snow packs 	Does not directly impact service managers.

TOPIC / MINISTRY	SOURCE	CHANGE	IMPACT (IF KNOWN)
<p>Conservation Authorities</p> <p>(Environment)</p> <p><i>(continued)</i></p>		<ul style="list-style-type: none"> • Floodplain mapping • Providing planning support and advice to the Province, municipalities and the federal government to minimize flood impacts • Regulating development activities in floodplains • Contributing to municipal emergency planning and preparedness activities as well as recovery activities • Informing and educating the public about flooding • Protecting, restoring and rehabilitating natural cover that contributes to reducing the impacts of flooding <p>The impact of the cuts will be experienced differently by each Conservation Authority (CA). For a few, the financial loss does not represent a large proportion of their budgets. For the smaller Conservation Authorities, it will have a significant impact on the hazard related services. For all, it is an in-year financial impact.</p> <p>How CAs will address this loss of funding has yet to be determined.</p>	

ONGOING CONSULTATIONS

(Credit: AMO)

1. Aggregates reform
2. Ambulance/Paramedic Services dispatch streamlining + integration
3. Animal Welfare- new legislation
4. Conservation Authorities Modernization and Sec. 28 review
5. Digital First Strategy
6. Environmental Assessment (EA) modernization
7. Housing
 - Housing Supply Action Plan
 - Community Housing Renewal Strategy
 - National Housing Strategy Trilateral Coordination Forum
 - Supportive Housing
8. Joint and Several Liability
9. Ontario Community Infrastructure Fund (OCIF) redesign
10. Ontario Energy Board (OEB) modernization
11. Ontario Immigrant Nominee Program
12. Ontario Municipal Partnership Fund (OMPF)
13. *Planning Act* streamlining
14. *Police Services Act* – regulations including OPP boards
15. Provincial Gas Tax program
16. Property Assessment (MPAC) review
17. Public Health re-structuring
18. Reducing Litter and Waste
19. Reducing the Municipal Reporting Burden
20. Regional Review
21. Resource Revenue Sharing (northern communities)
22. Social Assistance Reform
23. Species at Risk
24. Workplace Safety and Insurance Board (WSIB) - operational review



Premier of Ontario
Premier ministre
de l'Ontario

Legislative Building
Queen's Park
Toronto, Ontario
M7A 1A1
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Queen's Park
Toronto (Ontario)
M7A 1A1

Dear Heads of Council:

Our government was elected to clean up Ontario's financial nightmare that was created by 15 years of mismanagement and irresponsible actions on the part of the Liberals. The \$15 billion annual deficit and \$347 billion long-term debt they left to our children and grandchildren is a direct threat to critical public services the people of Ontario rely on. The interest payments on our debt alone amount to \$1 billion a month, not one cent of which goes to hiring more front line-emergency workers, lowering taxes or paying down the debt.

Getting Ontario back on a path to balance is essential for protecting important government services, long-term prosperity, attracting investment and creating good-paying jobs.

And we also believe that every government needs to step up and do its part; there is only one taxpayer, and the job of finding savings while protecting core services rests with every elected official in Ontario.

Having spent time at the city level I also understand that, with municipal budgets already set for the 2019-20 fiscal year, our partners need to have flexibility to achieve those savings.

After listening to the concerns of our partners and following the advice of my Minister of Municipal Affairs and Housing, Steve Clark, our government has made the decision to maintain the in-year cost sharing adjustments for land ambulance, public health and child care services.

Minister Clark has advised us to take this approach on the understanding that, as partners, Ontario's municipalities will use the additional time to work with the Government of Ontario to transform critical shared public services and find the efficiencies that will ensure their sustainability.

Our commitment to provide \$7.35 million, through the Audit and Accountability Fund, to help large municipalities find four cents on every dollar will support these efforts. And the \$200 million we have committed to small and rural municipalities to modernize services will also play an important part in meeting these objectives.

Our government was elected to protect public services for future generations, and a big part of that is by balancing the budget in a responsible way – that was our commitment. It is reassuring for me to hear that municipalities understand the fiscal challenges we face, but more importantly they understand that we face these challenges together. I look forward to working collaboratively with you to find savings, strengthen front-line services and protect what matters most to the people of Ontario. Sincerely,

The Hon. Doug Ford
Premier of Ontario