



**The Corporation of the Municipality of Whitestone**

**Agenda of Regular Council Meeting  
Tuesday, May 21, 2024**

**Dunchurch Community Centre**

**and**

Join Zoom Meeting (Video)

<https://us02web.zoom.us/j/82784500107>

**(Phone Call Only)**

Dial [+1 647 558 0588](tel:+16475580588) then Enter Meeting ID: 827 8450 0107#

*Every effort is made to record meetings with the exception of the Closed Session matters.  
Both the audio and video are posted on the Municipal Website.  
The written minutes are the official record of the meeting.*

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- 1. Call to Order and Roll Call** **10:00 a.m.**

**National Anthem**

**Indigenous Land Acknowledgement Statement**

*The Municipality of Whitestone recognizes all of Canada resides on traditional, unceded and/or treaty lands of the Indigenous People of Turtle Island.*

*We recognize our Municipality on The Robinson Huron Treaty territory is home to many past, present and future Indigenous families.*

*This acknowledgment of the land is a declaration of our commitment and collective responsibility to reconcile the past, and to honour and value the culture, history and relationships we have with one another.*

- 2. Disclosure of Pecuniary Interest**
- 3. Approval of Agenda ®**
- 4. Presentations and Delegations**

- 4.1 GRANICUS, Short Term Rental monitoring and compliance solution,  
Kester Bonsu

**Matters Arising from Presentations and Delegations ®**

**Move into Committee of the Whole ®**

**5. Committee of the Whole**

**5.1 Planning Matters**

- 5.1.1 Application to Purchase and Close Shore Road Allowance, BUSENHART ®
- Memorandum from Paula Macri, Planning Assistant dated May 13, 2024

- 5.1.2 Consent Application B04/2024(McDougall) - ROGERS ®
- Memorandum from Parry Sound Area Planning Board dated April 2, 2024

- 5.2 DRAFT Short-Term Rental Unit By-law  
For Council Review and Discussion

- 5.2.1 Draft Short-Term Rental Unit By-law

- 5.2.2 Memorandum from CAO/Clerk Michelle Hendry dated May 21, 2024

**Reconvene into Regular Meeting ®**

**Matters Arising from Committee of the Whole ®**

**Move into Public Meeting ®**

**6. Public Meeting**

- 6.1 LAMOUREUX, Laury & Paul - Proposed Zoning By-law amendment to rezone Part 1 on Plan 42R-22136 from the Waterfront Residential 2 (WF-2) Zone to the Rural Residential (RR) Zone ®

- 6.1.1 Memorandum from Paula Macri, Planning Assistant dated May 13, 2024

- 6.2 Adoption of Proposed 2024 Operating and Capital/Special Projects Budget ®

- 6.2.1 Staff Report FIN-2024-07 from Maneesh Kulal, Treasurer dated May 21, 2024

**Reconvene into Regular Meeting ®**

**Matters Arising from Public Meeting ®**

**7. Consent Agenda ®**

*Items listed under the Consent Agenda are considered routine and will be enacted in one motion. A Member of Council may request one or more items to be removed from the Consent Agenda for separate discussion and/or action.*

- 7.1 Council and Committee Meeting Minutes

- 7.1.1 Regular Council Meeting Minutes of April 16, 2024
- 7.1.2 Whitestone Library Board Meeting Minutes of March 18, 2024
- 7.1.3 Whitestone Recreation Committee Meeting Minutes dated March 28, 2024

7.2 Unfinished Business (listed on page 6)

**Matters Arising from Consent Agenda**

**8. Accounts Payable ®**

8.1 Accounts Payable

**9. Staff Reports ®**

9.1 Report ADMIN-2024-06  
AODA, Multi-Year Plan ®

9.2 Report FIN-2024-08  
Tax arrears as of March 31, 2024 ®

9.3 Report PW-2024-06  
Blue Box Depot Services Agreement with Circular Materials Ontario and  
Lease Agreement with Waste Connections of Canada Inc.

9.4 Report BLDG-2024-02  
Building Services 2024, Q1 ®

9.5 Report PLN-2024-02  
Planning Services 2024, Q1 ®

9.6 Report FIRE-2024-01  
Fire and Rescue Services 2024, Q1 ®

**10. By-laws**

10.1 By-law No. 20-2024, being a By-law for a Zoning By-law amendment to rezone Part 1 on Plan 42R-22136 from the Waterfront Residential 2 (WF-2) Zone to the Rural Residential (RR) Zone. - Lamoureux ®

10.2 By-Law No. 21-2024, being a By-law to Close and Stop up that part of the original shore road allowance along the shores of WahWashKesh Lake, in front of Lot 27, Concessions 5 & 6 in the geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound, designated as Parts 1 to 9, Plan 42R-22407 and to sell Parts 1 to 9, Plan 42R-22407 (Bennett/Muncy/McIlwee) ®

- Memorandum from Paula Macri, Planning Assistant

10.3 By-Law No. 22-2024, being a By-law to Close and Stop up that part of the original shore road allowance along the shores of the Magnetawan River, in front of Lot 39, Concession 14 in the geographic Township of Burton, now Municipality of Whitestone, District of Parry Sound, designated as Parts 2 and 3, Plan 42R-22427 and to sell Parts 2 and 3, Plan 42R-22427 (Croucher) ®

- Memorandum from Paula Macri, Planning Assistant

- 10.4 By-law No. 23-2024 being a By-law to enter into an Agreement for Conditions of Approval of Consent B22/2023(W) – Gorrie, Carol ®
  - Memorandum from Paula Macri, Planning Assistant regarding the status of conditions of approval
- 10.5 By-law No. 24-2024 being a By-law to enter into an Agreement for Conditions of Approval of Consent B57/2022(W) – HISEY, Heather and MANERY, Susan ®
  - Memorandum from Paula Macri, Planning Assistant regarding status of conditions of approval
- 10.6 By-law No. 25-2024 being a By-law to enter into an Agreement for Conditions of Approval of Consent B36/2022(W) – DUPREY, Brent and Rota ®
  - Memorandum from Paula Macri, Planning Assistant regarding status conditions of approval
- 10.7 By-law No. 26-2024 being a By-law to enter into an agreement with Circular Materials Ontario (“CMO”) in respect to the collection of Blue Box Materials in the Municipality of Whitestone ®
- 10.8 By-law No. 27-2024 being a By-law to enter into a lease agreement with Waste Connections of Canada Inc. (WCC) to lease to WCC, on a month-to-month basis, four (4) recycling compactors and six (6) related recycling containers, situated at the Municipality’s York St. & Aulds Rd Depots ®
- 10.9 By-law No. 28-2024 being a By-law to adopt the estimates of all sums required during the year and to adopt the rates of taxation for year 2024 ®
- 10.10 By-law No. 29-2024 being a By-law to approve the submission of an application to Ontario Infrastructure and Lands Corporation – Agreement for long-term financing of a Fire Pumper Truck ®

**11. Business Matters**

- 11.1 Council Member appointment to Community Safety and Well-Being Plan Leadership Council ®
- 11.2 Committee of Adjustment  
Council Member Appointment ®
- 11.3 Appointments to the Community Emergency Management Program Committee ®
- 11.4 Divestment of the Kashegaba Lake Dam  
Correspondence from Adam Wakefield, District Manager  
Bracebridge Minden Parry Sound District, Ministry of Natural Resources and Forestry ®
- 11.5 Motion to reconsider Resolution No. 2023-364, July 18, 2023 (Councillor Lamb)

Farley's Road Boat Launch Parking – remove reference to 'day use only' ®

- 11.6 Township of McKellar Request to share the United Church Manse Property Taxes ®
- 11.7 District Social Services Request for Support for Youth Wellness Hub – resolution of support (Correspondence item C, April 16 Regular Council meeting) ®
- 11.8 Request to Amend Legislation to Extend the Lifespan of Firefighting Equipment Support of Resolution from April 16 meeting – resolution of support (Correspondence item E, April 16, Regular Council meeting) ®
- 11.9 Belvedere Heights Board of Management Request for Municipal Support to Develop the twenty-four (24) Bed Allocation at 21 Belvedere Ave. ®
- 11.10 Proclamation of the Month of June 2024 as Seniors Month ®

**12. Correspondence ®**

**Matters Arising from Correspondence**

**13. Councillor Items**

**14. Questions from the Public**

**15. Closed Session - None**

**16. Confirming By-law ®**

**17. Adjournment ®**

### Unfinished Business

DATE	ITEM AND DESCRIPTION	ASSIGNED TO	STATUS
March 15, 2021	<b>Review of By-law 20-2014</b> (being a By-law for the licensing, regulating/governing of rental units in Whitestone)	Administration Staff	A revised By-law is in process. Public meeting for Public input was held March 19, 2024.  DRAFT By-law to be presented at the May 21, 2024 Regular Council meeting
March 15, 2022	By-law 16-2022, being a By-law for a Zoning By-law amendment to rezone Part of Lot 39, Concession A, geographic Township of McKenzie, now in the Municipality of Whitestone from the Rural (RU) Zone to a Rural (RU) Exception Zone – ANDERSON/PATTERSON	Planning Staff and CBO	To be reviewed with the Applicant March 2025.
October 4, 2022	<b>Animal and Bird Control DRAFT By-law</b> – presented to Council  <b>THAT</b> the Draft Animal By-law be received for information	Agricultural Committee / Council	Discussion with Council on September 5, 2023  Direction from Council: Draft By-law to be revised and modified as discussed by Council and brought back to a Council at a future date  Councillor Woods is contacting former Committee members for input. Staff waiting for Councillor availability to meet prior to moving forward with this item
June 6, 2023	<b>By-law development – Lake access points</b> Develop a By-law that prohibits and allows for enforcement of No-parking in the parking areas at Lake Access points. Align with the Public Lands Act and with any Terms and Conditions of Land Use Permits in place	Administration Staff	In progress

	<p><b>Boat Launch and Access points</b>  <b>THAT</b> the Council of the Municipality of Whitestone does hereby agree to the following conditions in regards to “Boat Launch and Lake Access Points’ within the Municipality that are municipally owned or in which the Municipality has a Land Use permit with MNRF for:</p> <ol style="list-style-type: none"> <li>1. <b>THAT</b> no private docks be allowed on the municipal controlled lands without a permit</li> <li>2. <b>THAT</b> no ‘Rail Systems / Shore Dockers’ for watercraft be allowed on municipal controlled lands without a permit</li> <li>3. <b>THAT</b> winches / winch systems can be used to assist, however no winches / winch systems can be stored on municipal controlled lands</li> <li>4. <b>THAT</b> no trailers be allowed to be parked or stored at boat launch / lake access parking areas, unless the trailer is attached to a vehicle. If attached to a vehicle, the trailer can remain for no more that fourteen (14) days per year</li> <li>5. <b>THAT</b> no private storage containers be allowed on municipal controlled lands without a permit</li> <li>6. <b>THAT</b> the Council of the Municipality of Whitestone direct staff to remove any private docks, private rail / shore docker systems, private storage containers that are on municipal controlled lands within boat launch and lake access areas after August 1, 2023 should the owner/s not remove prior to this date; and</li> <li>7. <b>THAT</b> the Council of the Municipality of Whitestone direct staff to prepare a By-law for the conditions within this resolution and bring back to Council.</li> </ol>	Staff	<p>Bolger Lake, Kashegaba and Whites Lake residents notified by letter as well as Magnatawan Pioneer Association</p> <p>WahWashKesh Conservation Association notified.</p> <p>Additional Lake Associations notified on August 10, 2023.</p> <p>See December 12, 2023 Resolution below.</p>
July 4, 2023	<p><b>Strategic Plan, By-law Initiatives</b>  <b>THAT</b> the Council of the Municipality of Whitestone receive for information the Memorandum from CAO/Clerk Hendry, Strategic Plan – moving forward with 2023 priorities  <b>THAT</b> the recommendations in the above referenced Memorandum are hereby accepted in respect of bringing forward to Council a draft updated Rental Unit By-law, Trailer By-law, Parking By-law and the draft Animal and Bird By-law.</p>	Assigned to various staff	<p>In progress</p> <p>Animal and Bird By-law submitted to Council September 5, 2023</p> <p>Remainder of the By-laws in progress</p>
July 18, 2023	<p><b>Farley’s Rd Boat Launch, General Public Use</b>  <b>THAT</b> the Council of the Municipality of Whitestone receives for information Memorandum, Farley’s Road Boat Launch, General Public Use; and</p>		

	<p><b>THAT</b> the Council of the Municipality of Whitestone approves the use of the Farley's Road Boat Launch for shared use between the deeded access properties and day use only Public Parking; and</p> <p><b>THAT</b> Staff be requested to install signage to designate the two distinct parking areas as soon as practical; and</p> <p><b>THAT</b> the current By-law 25-2010, being a By-Law to regulate traffic and to govern and control the parking of vehicles in the Municipality of Whitestone be updated to reflect the above referenced direction of Council.</p>	<p>Staff</p> <p>Staff</p>	<p>Signage installed</p> <p>In progress</p>
September 5, 2023	Snakeskin Lake boat launch Staff to work with MNRF to determine if a Land Use Permit is required to develop the Snakeskin Lake boat launch, and if so, to apply for one.	Staff	Land Use Permit In progress
November 7, 2023	Presentation from Azimuth Environmental re Whitestone Landfill Sites- Council request for more information in regard to usage space and timing and cost of conversion of York Street Landfill to a Transfer Station	Manager of Public Works / Azimuth Environmental	Q2 2024
December 12, 2023	<p><b>WHEREAS</b> the Council of the Municipality of Whitestone had passed Resolution 2023-280 on June 6, 2023 related to private docks, rail systems, winches, trailers and storage containers at "Boat Launches and Lake Access Points" within the municipality that are municipality owned or in which the municipality has a Land Use Permit with the Ministry of Natural Resources and Forestry (MNRF);</p> <p><b>AND WHEREAS</b> the Municipality of Whitestone had indicated a date of August 1, 2023 for private docks, private rail / shore docker systems, private storage containers to be removed by owner's;</p> <p><b>AND WHEREAS</b> the Municipality of Whitestone following Resolution 2023-280 mailed out a Notice to property owners on Bolger and Kashegaba Lakes of the Resolution;</p> <p><b>AND WHEREAS</b> the Council of the Municipality of Whitestone has further heard and reviewed information related to the "Bolger Landing" Access Point for negotiation purposes;</p> <p><b>NOW THEREFORE BE IT RESOLVED THAT</b> the Council of the Municipality of Whitestone does hereby approve the following:</p>		





## Correspondence

- A – Stratford – Request that the Ontario Energy Board End Subsidization of Fossil Gas
  - A1 – Guelph – Supporting Stratford’s support of the OEB Decision to End the Subsidization of Fossil Gas
- B – Hope Air – Requesting support of a declaration that June 7 is “Hope Air Day” in Northern Ontario
- C – Goderich – Request of Legislative Amendments to Improve Municipal Code of Conduct
- D – Treasury Board Secretariat – First Annual Provincial Emergency Management Strategy and Action Plan Report (*link to report provided in letter*)
- E – Brudenell Lyndoch Raglan – Endorsement of 9-8-8 as a National Crisis Line
- F – Sudbury Health Unit – Incorporating food affordability to determine social assistance rates
  - F1 – St. Charles – Support of Sudbury Health Unit re food insecurity
- G – McDougall Township – Request to convene meeting of all seven municipalities in West Parry Sound Economic Development Collaborative
- H – Township of the Archipelago – letter regarding Public Health Ontario’s proposition to phase out free provincial water testing services
- I – Loyalist Township – request that federal government funding be available to small municipalities for infrastructure to build new homes
- J – Smiths Falls – Request to create national Basic Income Guarantee Program
- K – Correspondence from MHBC:
  - K1 – Bill 185: Cutting Red Tape to Build More Homes Act, 2024
  - K2 – Proposed 2024 Provincial Planning Statement
- L – District Social Services Administration Board – Request that province set basic needs and shelter rates for Ontario Works
- M – Correspondence dated May 6, 2024 from Kelvin Williamson, Magnatawan Pioneer Association:
  - M1 - Shore Docker and Land Use Proposal.
  - M2 - Draft proposed Land Use Agreement

# PRESENTATIONS AND DELEGATIONS



govService

# Host Compliance

Whitestone

Kester Bonsu  
May 2024

**Monitoring Short-Term Rentals (STRs)** presents both widely known and underappreciated challenges



Getting **visibility** into STR data is **nearly impossible**



**Manual processes** weigh on my team and **drain our budget**



Our **internal alignment** is ineffective and **suffers**



So much of my **time is wasted** on **finding more room in the budget**

**<10%**  
Of STR owners voluntarily get registered and pay all of their taxes

**20-30%**  
Issues with STRs growing at an alarming rate year over year

# The Short-Term Rental Market is Exploding

Many communities are struggling to define and enforce regulations that preserve community character and keep communities safe while ensuring revenue collection.



**15x**

the # of short-term rental listings since 2011



**27**

global markets have seen home rentals outperform hotels in the last year



**100s**

of different platforms make it nearly impossible to manually track STR property listings

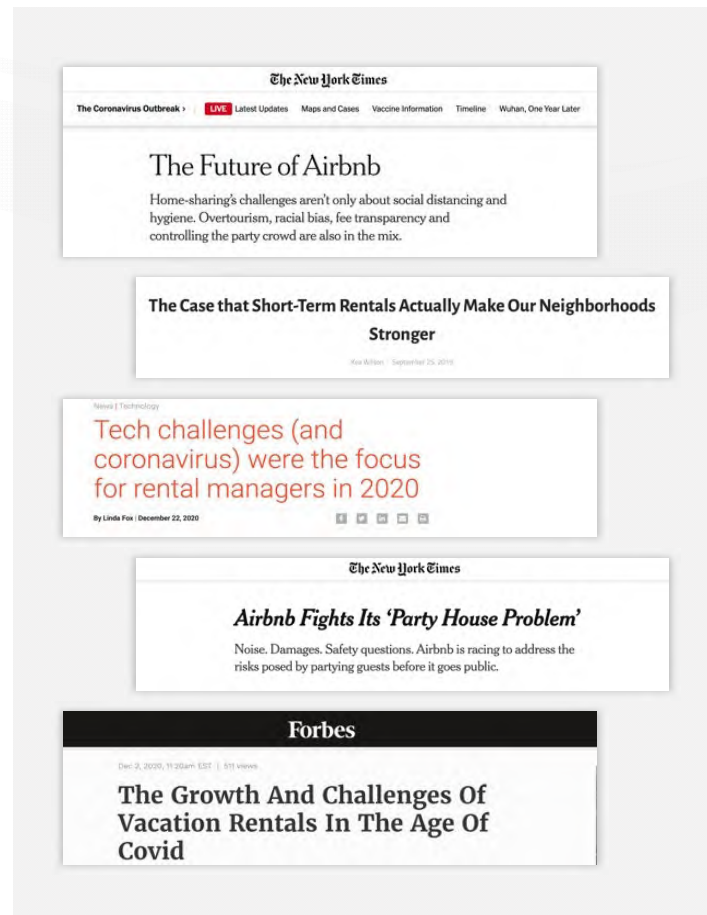


**239%**

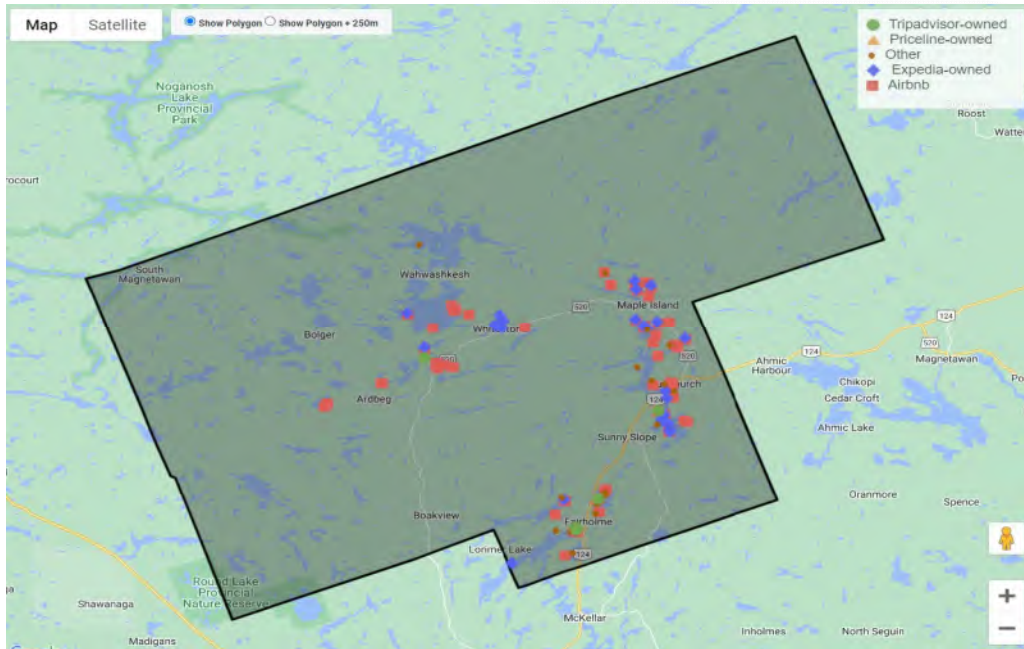
Increase in STR related party complaints in the last year

## Without compliance, local government knows STRs bring significant challenges

- » Lost economic opportunities
- » Diminished neighborhood character
- » Impact on housing affordability
- » Wasted time and money



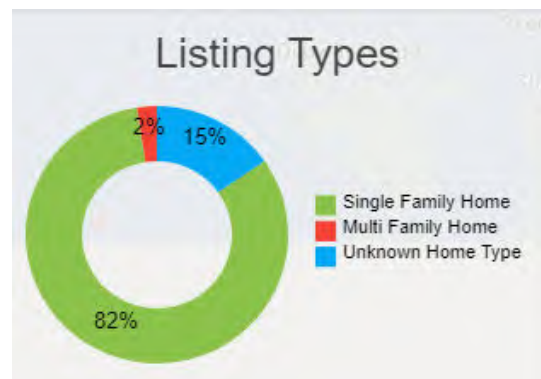
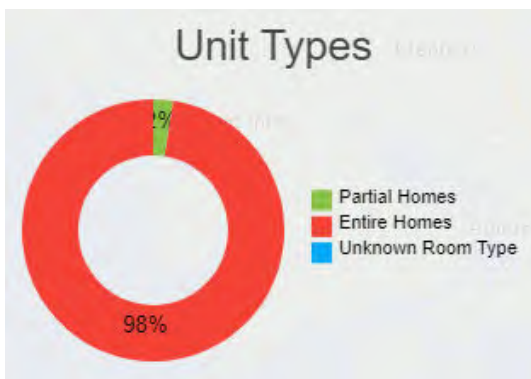
**...and in Whitestone** we have identified 122 listings, representing 106 unique rental units\*  
**Short-term rentals in Whitestone as of April 2024**



\* Granicus Host Compliance's pricing is based on the count of listings and rental units that would need to be analyzed and monitored for compliance. In terms of listings, this number is 124 as we will expand our search area by several hundred yards beyond the borders of Whitestone to capture all relevant listings. Source: Granicus Host Compliance Proprietary Data



## Whitestone STR Market Details



# True Compliance Requires a Holistic Approach

Identifying STRs alone isn't enough. You need to...

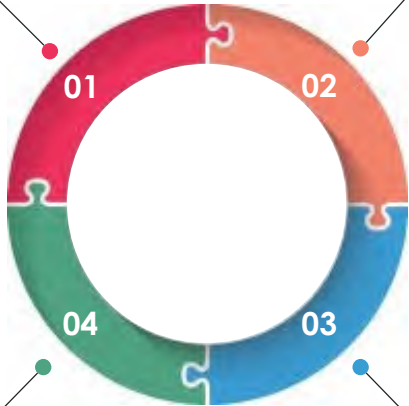
## Understand the market

Understand the size and scope of short-term rentals in your community



## Identify revenue loss

Ensure your community has identified every opportunity for revenue capture, creating an even playing field for all types of providers and residents



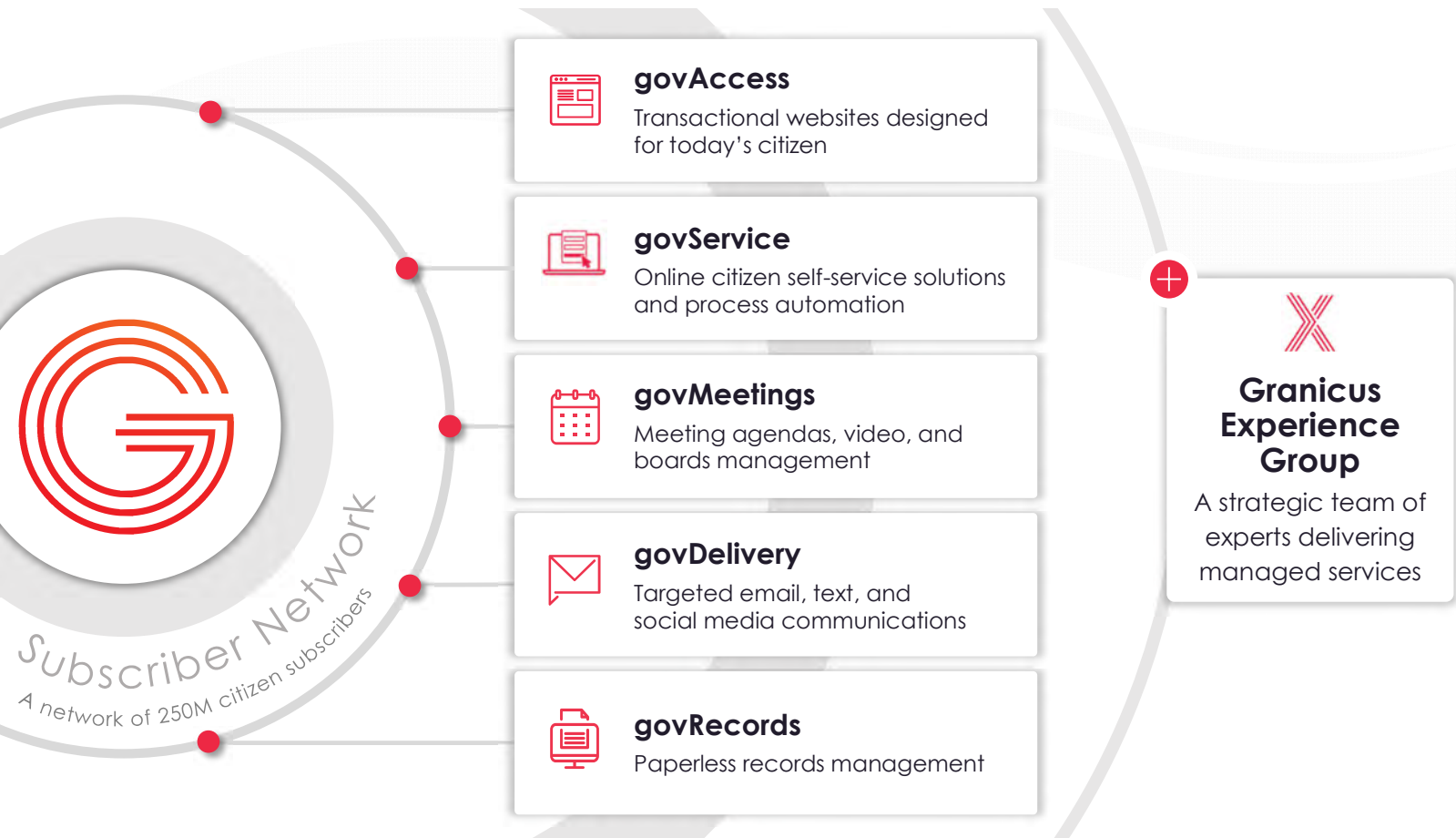
## Automate and save

Support greater staff efficiency with impactful tools and process automation to help implement and enforce fair regulations

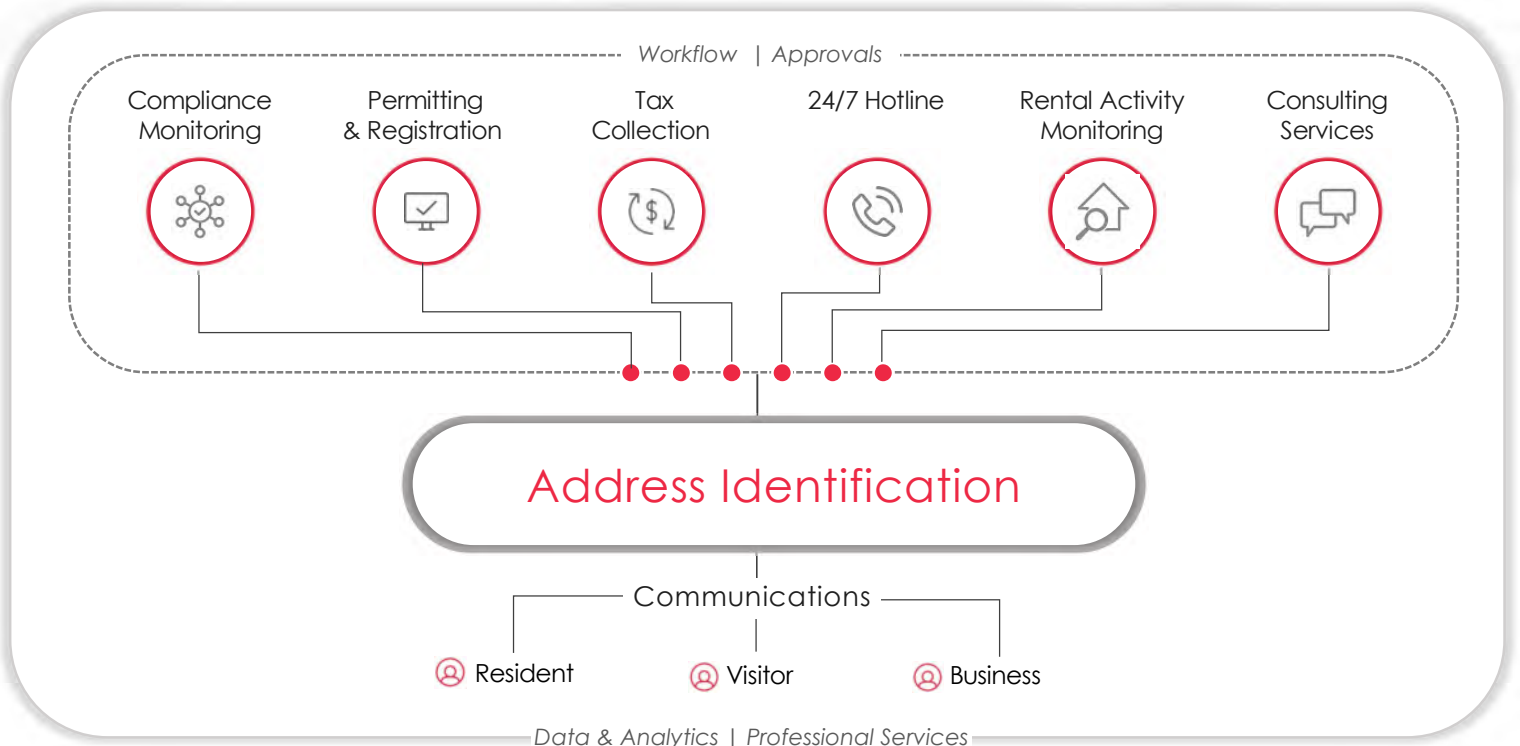


## Protect the community

Ensure all lodging providers meet health and safety standards; develop short- and long-term plans to create, grow, or revitalize a community or area



# govService **Host Compliance**



**Address Identification** technology and processes make it possible to easily monitor the STR market and find the addresses and owners of all identifiable STRs



## Scan

We scan the world's 60+ largest STR websites for all listings

## Extract

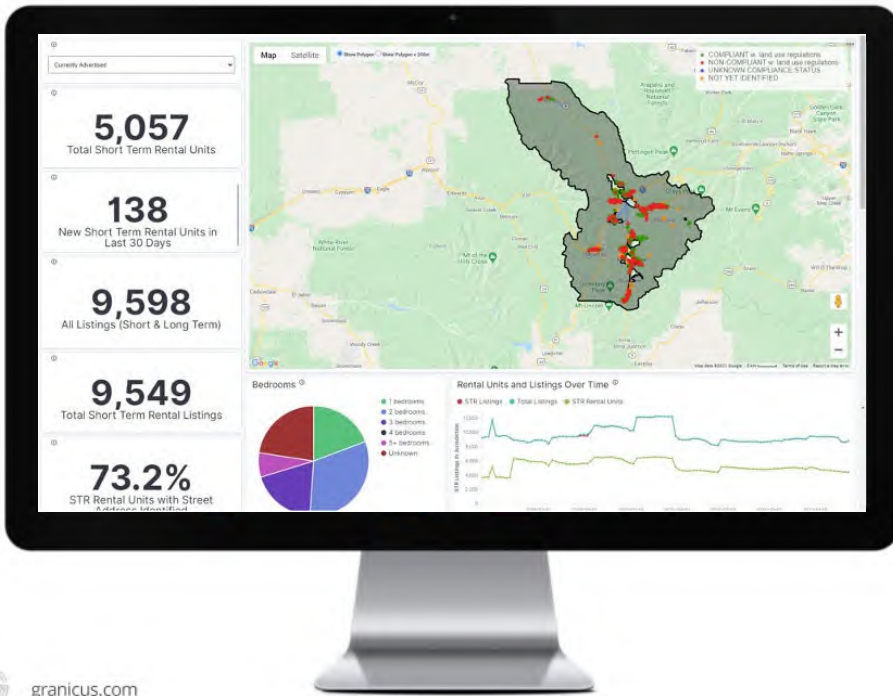
We identify each listing and extract as much information as possible to allow our AI models to narrow down the list of possible address/owner matches

## Combine

We combine AI and human analysts to identify the exact addresses and owner information for each identifiable STR

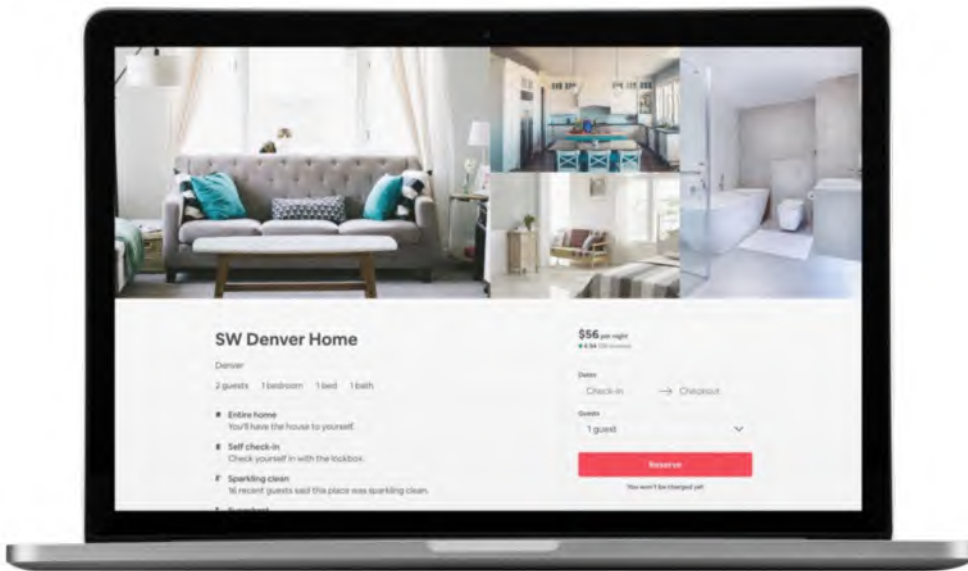


# Address Identification monitors the STR market and finds the addresses and owners of all identifiable STRs

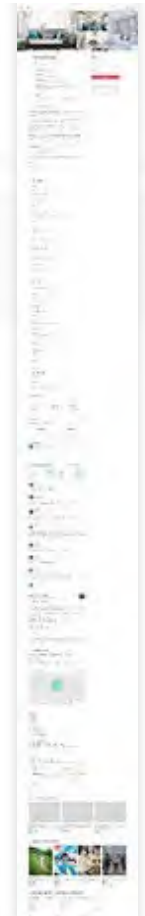


The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Excel/CSV format

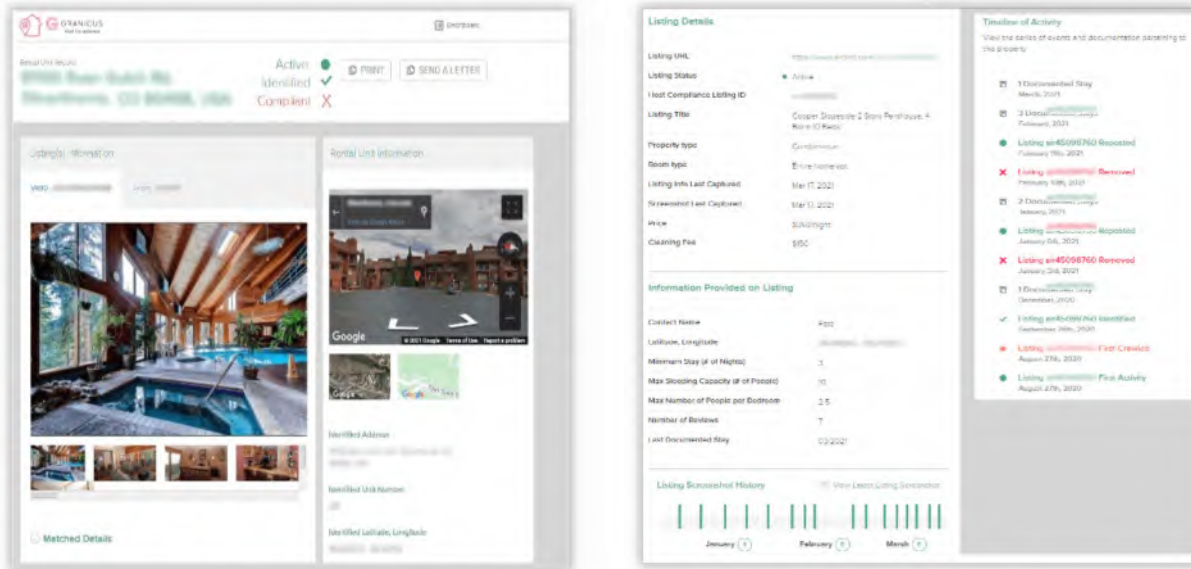
# Use software to automate the systematic capture of listing screenshots



Full Screen



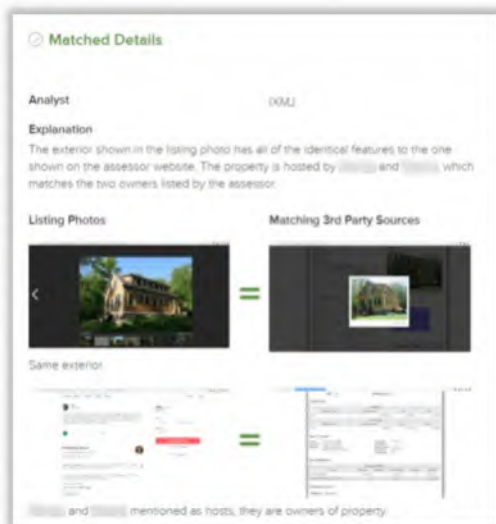
Listing status, metadata and full-screen screenshots are time stamped and made available in real time on the **rental unit record**



 granicus.com

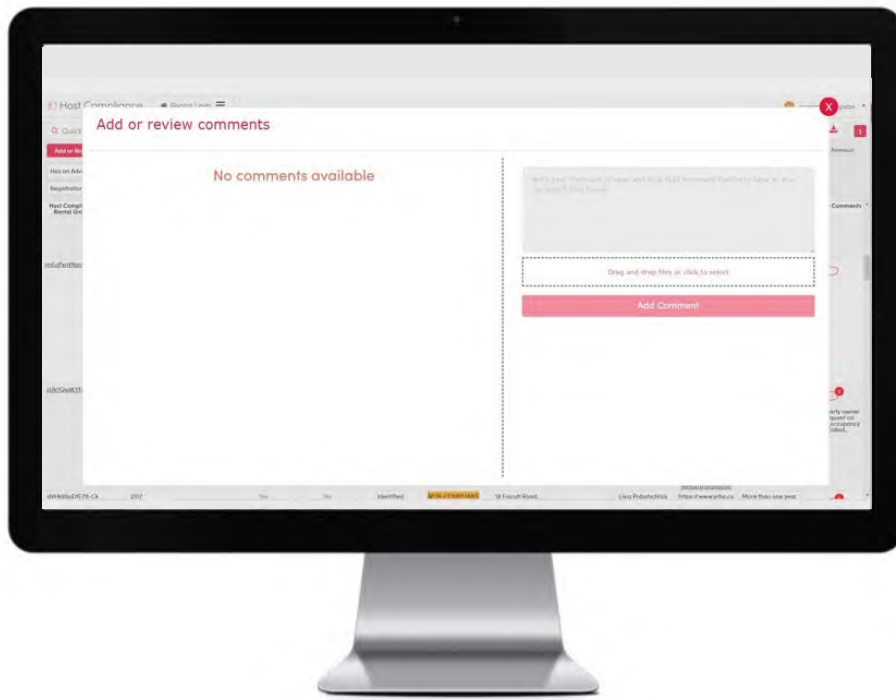
**Provide documented evidence** of every address match to support all of Whitestone's enforcement efforts

Example of Searchable Evidence



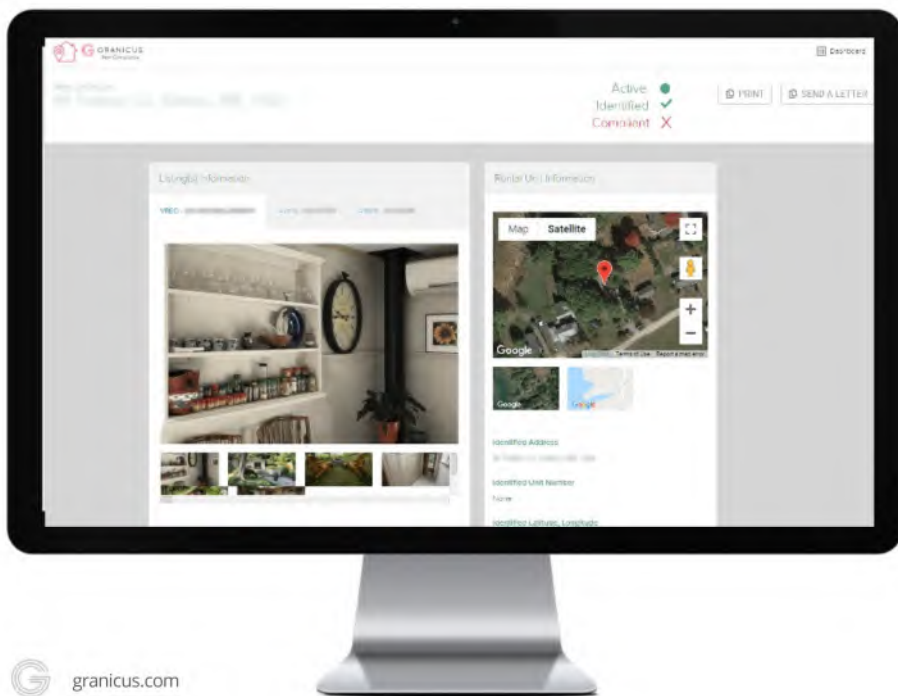
 granicus.com

**Easily track the status** of individual rentals and create case notes on the unit's record

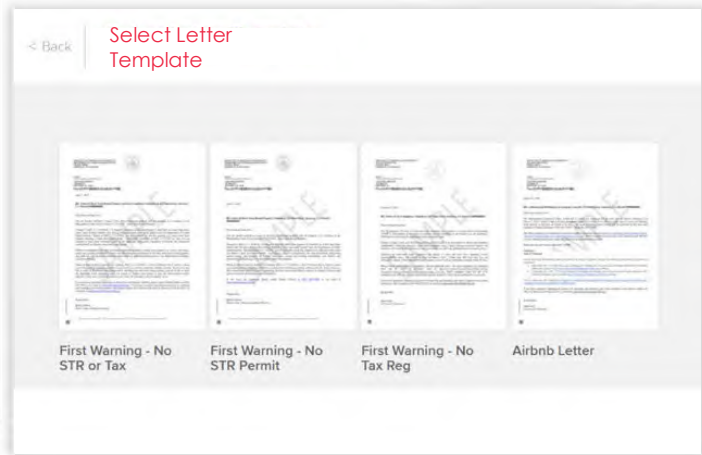


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**Compliance Monitoring** allows you to stay in control and save time by sending your enforcement letters with the click of a button

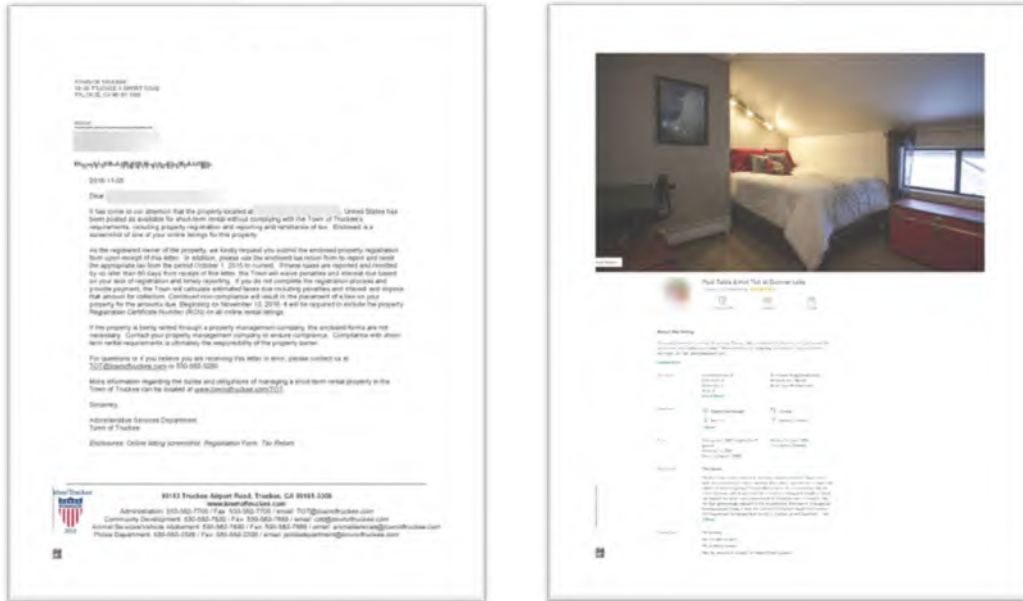


 SEND A LETTER



 granicus.com

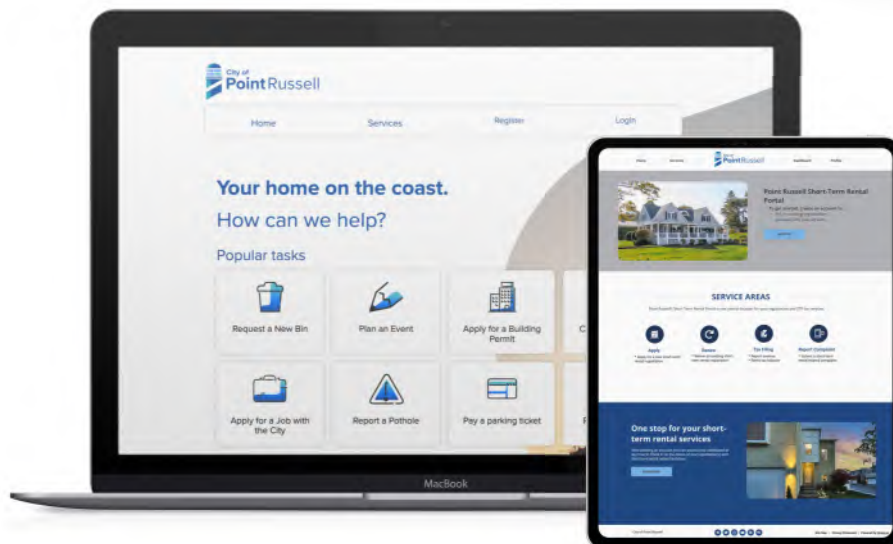
# Increase your outreach effectiveness and efficiency by automatically adding evidence to communications



 granicus.com

## Mobile Permitting & Registration

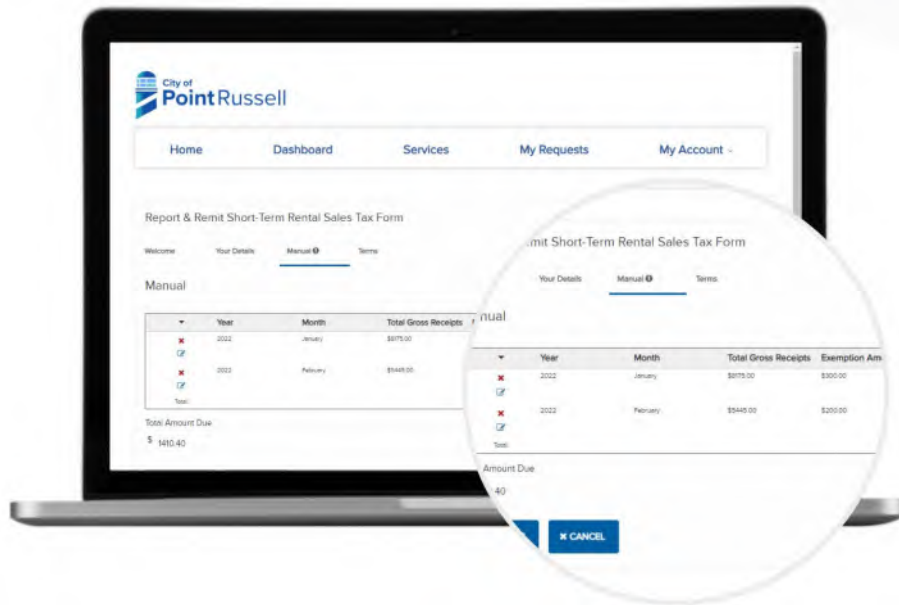
Simplify Whitestone's permitting, license or registration processes and significantly reduce the administrative costs on the back-end



 granicus.com

# Tax Collection

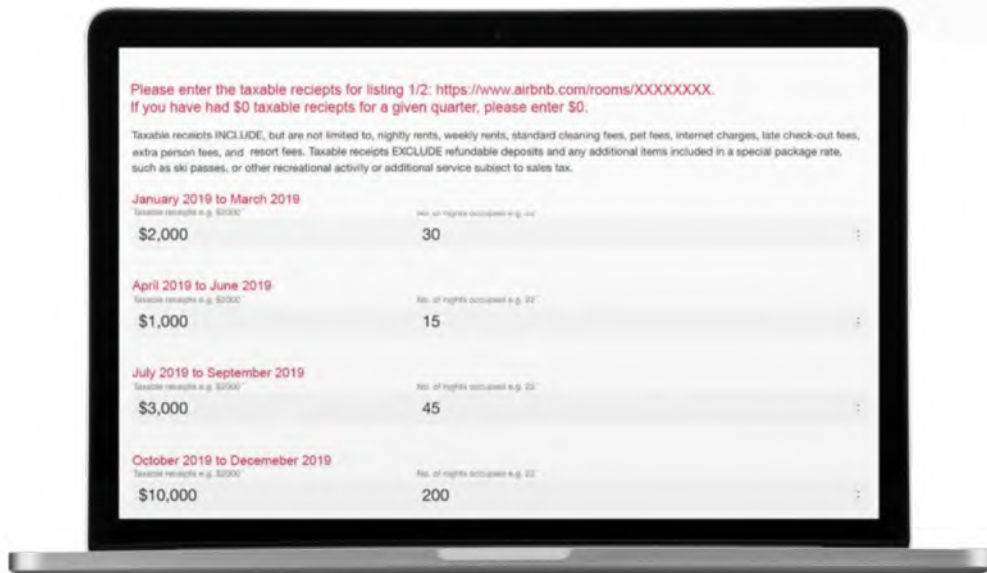
Simplify Whitestone's tax collection process and significantly reduce the administrative costs on the back-end



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# Tax Collection

Simplify Whitestone's tax collection process and significantly reduce the administrative costs on the back-end



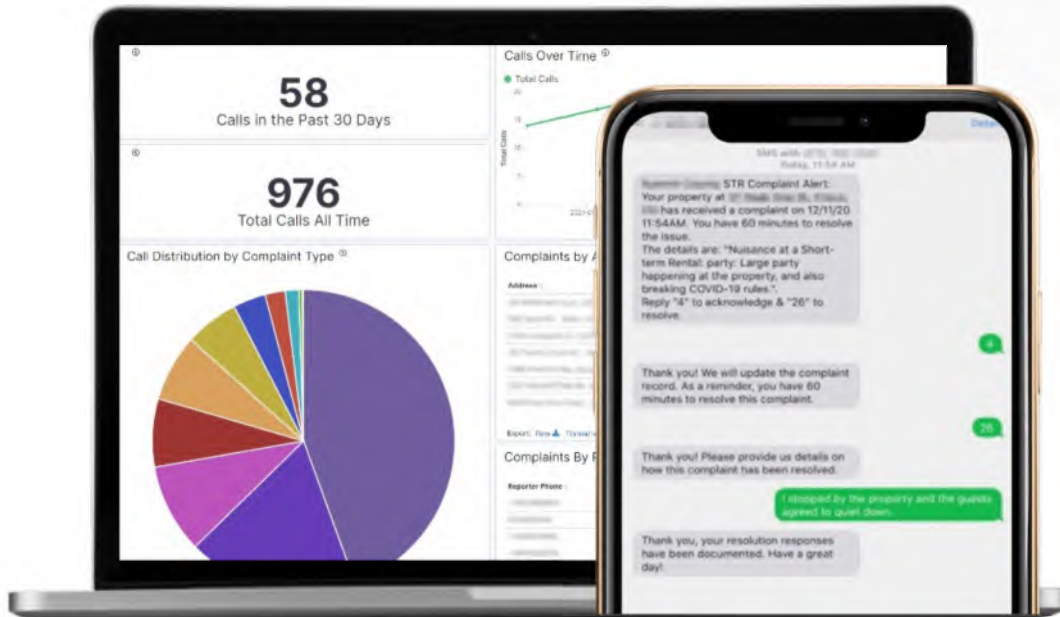
granicus.com

# 24/7 Hotline makes it easy for neighbors to report, substantiate and resolve non-emergency STR incidents in real-time



 granicus.com

## Get detailed reports and dashboards to track all short-term rental related complaints in real-time



 granicus.com

**Rental Activity Monitoring** automates the selection of audit candidates to maximize the impact of audit efforts

Host Compliance Rental Unit ID	Unit Parcel/Regulatory Numbers	Address	Parcel Number	Unit Number	Estimated Gross Revenue (USD)	Reported Revenue (USD)	Reported Revenue (USD)	Reported Revenue less than Documented Revenue
Zabx5ZuRvM3Z	TE5T9-0007	1548			924,350.91	\$23,400.00	Yes	
UnMtdEYubAqLZ	TE5T0-0047	279			54,916.85	\$16,400.00	Yes	
Hh-ERE4-8F9Wse	TE5T0-0001	69142			52,532.06	\$6,010.00	Yes	
a3GAcvEwzEz	TE5T9-0011	317			52,856.18	\$6,000.00	Yes	
Chu7BT3-yytM6	TE5T0-0036	6421			50,145.17	\$500.00	Yes	
J2Hnqhp7DjDr	TE5T0-0048	3440			184,484.36			
h5Z4PqKZND3	TE5T0-0044	1091			568,762.22			
Bdweh8QMG8e	TE5T9-0016	3021			534,973.34			
4DrCwv98TcLef	TE5T9-0054	6916			522,311.92			
ApH8E3pccz8h1	TE5T9-0017	839			528,080.00			

Identifying tax fraud and occupancy/rental frequency violations by STR listings for signs of rental activity

granicus.com

Streamline the audit process by **requesting all backup information through simple, interactive online forms**

Host Compliance

### Short-term Rental Audit

Please provide screenshot to validate the revenue you have just reported for the listing 1/2: <https://www.airbnb.com/rooms/XXXXXXXXXX>.  
 Nearly all online rental platforms provide various types of documentation. For example: [https://www.airbnb.com/users/show\\_transaction\\_history?view=1&tax-report](https://www.airbnb.com/users/show_transaction_history?view=1&tax-report)

Validation Documentation

BACK NEXT press Enter

If you encounter technical difficulties, please contact [support@granicus.com](mailto:support@granicus.com)

Hosts can easily **upload** STR revenue statements to verify rental activity

granicus.com



## Short-Term Rental regulation creation, updates, and guidance from planning experts

- ✓ Experience with hundreds of communities including 1) access to proprietary regulations data that is the most trusted by government and 2) support on hundreds of regulations.
- ✓ Custom public outreach strategy and messaging framing.
- ✓ Complete draft of a custom short-term rental ordinance.
- ✓ Compliance monitoring and enforcement plan for staff and legal counsel to refine and adopt.

## How can you make sure **all voices are heard** while considering short-term rental regulations?



### Neighborhoods

- Organized neighborhood groups (including HOAs, etc.)
- Individual homeowners
- Renters
- Housing advocacy groups



### Government

- Code Enforcement
- Planning & Zoning
- Public Safety
- Assessor



### Lodging

- Existing STR host groups
- Individual STR hosts
- Realtors
- Current lodging providers
- Tourism Board



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## In ON we are currently partnering with 27 local agencies to address their STR related challenges

- Grey Highlands ON
- Georgian Bay ON
- Trent Lakes (Formerly Galway-Cavendish & Harvey) ON
- Dysart et al, ON
- Brampton, ON
- Tiny, ON
- Niagara-on-the-Lake, ON
- Minden Hills, ON
- Newmarket, ON
- Huntsville ON
- Collingwood ON
- Highlands East, ON
- Kawartha Lakes, ON
- Georgian Bluffs, ON
- Penetanguishene ON
- Lake of Bays ON
- Orillia ON
- Algonquin Highlands, ON
- Lambton Shores, ON
- Brighton ON
- Whitchurch - Stouffville ON
- The Corporation of the City of Guelph
- Ramara, ON
- Oakville, ON
- Aurora, ON
- Goderich ON
- London, ON










## In the broader Central Canada we are already serving 27 forward-thinking local government agencies

- Dysart et al, ON
- Georgian Bluffs, ON
- Algonquin Highlands, ON
- Minden Hills, ON
- Highlands East, ON
- Newmarket, ON
- Kawartha Lakes, ON
- London, ON
- Ramara, ON
- Lambton Shores, ON
- Brampton, ON
- The Corporation of the City of Guelph
- Aurora, ON
- Oakville, ON
- Niagara-on-the-Lake, ON
- Tiny, ON
- Brighton ON
- Grey Highlands ON
- Orillia ON
- Penetanguishene ON
- Trent Lakes (Formerly Galway-Cavendish & Harvey) ON
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- Lake of Bays ON
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- Collingwood ON
- Huntsville ON
- Goderich ON

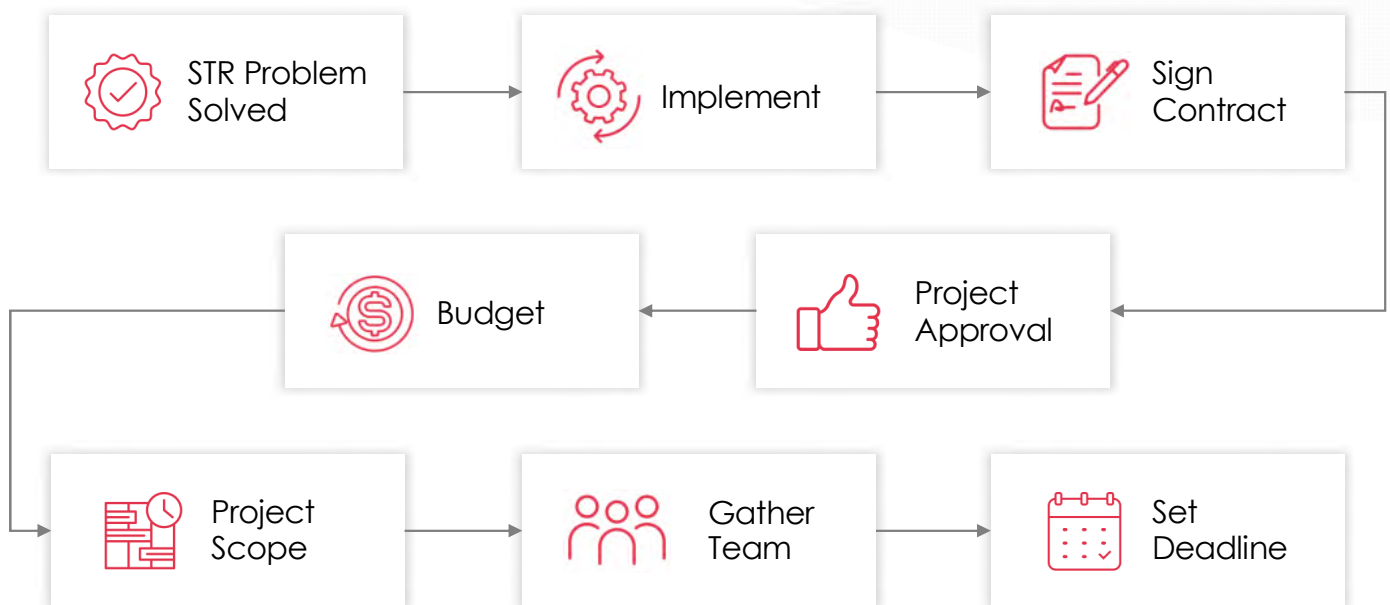


## Modular pricing tailored to Whitestone's short-term rental needs

 Address Identification	Automated monitoring of 70+ STR websites and online dashboard with complete address information and screenshots of all identifiable short-term rentals.
 Compliance Monitoring	Ongoing monitoring of STRs for zoning and permit compliance coupled with systematic outreach to illegal short-term rental operators.
 Mobile Permitting	Online forms and back-end systems to streamline the registration process and capture required documentation, signatures and payments electronically.
 Tax Collection	Make tax reporting and collection easy for hosts and staff to submit and review online.
 24/7 Hotline	Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.
 Rental Activity Monitoring	Estimate occupancy or rental revenue for each property and identify audit candidates who are under-reporting on taxes or exceeding occupancy regulations.

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## Working backwards to a solution to address Whitestone's STR challenges



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## >> Next Steps

### I. Send Meeting Summary & Presentation

### II. Schedule All Team Value Meeting

*Participant: Administration, Finance, Planning, Code Enforcement, Elected Officials*

### III. Confirm Performance Goals & Metrics

*Participant: Administration, Finance, Planning, Code Enforcement, Elected Officials*

- a) Return on Investment Experienced by Peer Governments
- b) Alignment on Success Metrics/KPIs

### IV. Develop Joint Action Plan for addressing Whitestone's needs

*Participant: Administration, Finance, Planning, Code Enforcement, Elected Officials*

- a) Set appropriate expectations
- b) Efficiently utilize staff time
- c) Address requirements, fit, and value
- d) Optimize time to completion while ensuring highest quality

## Contact Info

Please feel free to contact us anytime if you have any questions about short-term rental compliance and how to best address the associated monitoring and enforcement challenges.

Kester Bonsu

[kester.bonsu@granicus.com](mailto:kester.bonsu@granicus.com)

# **COMMITTEE OF THE WHOLE**

# PLANNING ITEMS



21 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Paula Macri, Planning Assistant

**Report Date:** May 13, 2024

**Council Agenda:** May 21, 2024

**Re:** BUSENHART, Michael and Nancy (Straub)  
 Purchase of Shore Road Allowance

### Background

At the Regular Council meeting of March 19, 2024, staff presented a memorandum (**Attachment 1**) in regards to the above referenced purchase of shore road allowance. Council suggested that staff send a follow-up letter to Ellen E. Yinger regarding obtaining signatures on the Certificate of Confirmation for the Busenharts' purchase of the shore road allowance, specifying a deadline.

On March 19, 2024, a letter was sent to Ms. Yinger again, enclosing the Certificate of Confirmation with a response deadline of April 22, 2024. As of May 13, 2024, there has been no response from Ms. Yinger

### Recommendation:

It is recommended that Council approve Busenhardt's purchase of the shore road allowance in the absence of receiving the signed Certificate of Confirmation and, in light of the fact that there are structures on the shore road allowance (decks, docks and a boat house).

### ATTACHMENTS:

#### Attachment 1

- Memorandum from Paula Macri, Planning Assistant dated March 6, 2024
- Report from John Jackson, Planner dated April 12, 2023

#### Attachment 2

- 42R-22066



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Dunchurch, Ontario P0A 1G0  
Phone: 705-389-2466 Fax: 705-389-1855

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E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council  
**From:** Paula Macri, Planning Assistant  
**Agenda Date:** March 19, 2024  
**Re:** BUSENHART, Michael and Nancy (Straub)  
Purchase of Shore Road Allowance  
**Dated:** March 6, 2024

---

### Background

At a previous Council meeting of May 16, 2023, the following resolutions were passed:

**Resolution No. 2023-241**

**Moved by:** Councillor Brian Woods

**Seconded by:** Councillor Scott Nash

- 5.1.2 Application to Purchase and Close Shore Road Allowance, BUSENHART
- Memorandum from John Jackson, Planner dated April 13, 2023

**WHEREAS** John Jackson, Planner Inc. has prepared a report on behalf of the Council of the Municipality of Whitestone regarding the purchase of a Shore Road Allowance and provided a copy to the Municipality of Whitestone;

**AND WHEREAS** the Council of the Municipality of Whitestone receives this report as information;

**AND WHEREAS** an application has been submitted by Michael Busenhart and Nancy Straub Busenhart for the closing and acquisition of the shore road allowance fronting Lots 24 & 25, Concession 9 in the geographic Township of McKenzie;

**AND WHEREAS** there are no Official Plan conflicts, environmental concerns or planning issues with respect to this application;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone approves in principle, the closure and acquisition of the shore road allowance fronting Lots 24 & 25, Concession 9 in the geographic Township of McKenzie, as applied for by Michael Busenhart and Nancy Straub Busenhart and subject to:



- 1) Practices, procedures and fees of the Municipality for closing of Shore Road Allowances.

**Withdrawn**

**Resolution No. 2023-242**

**Moved by:** Councillor Brian Woods

**Seconded by:** Councillor Scott Nash

**THAT** item 5.1.2 be deferred to confirm that adjacent property owners have no concerns with the purchase of the Shore Road Allowance.

**Recorded Vote:**

	YEAS	NAYS	ABSTAIN
Councillor, Janice Bray	X		
Mayor George Comrie	X		
Councillor, Scott Nash	X		
Councillor, Brian Woods	X		
Deputy Mayor, Joe Lamb	X		

**Carried**

**Status of the obtaining Certificate of Confirmation:**

On June 14, 2023, correspondence was sent to Ellen E. Yinger, one of the seven registered property owners (all residing in the USA), with respect to obtaining signatures on the Certificate of Confirmation for the Busenharts to purchase the shore road allowance. Additionally, a copy of the reference plan outlining the shore road allowance to be closed, was provided.

**NOTE:** A Certificate of Confirmation is typically required once the draft reference plan has been prepared by a surveyor. The Certificate requests the adjacent property owner(s) to sign that they agree to the proposed dividing line(s) as shown on the draft reference plan.

The adjacent property to the east where a Certificate of Confirmation is required is discussed below. The adjacent property to the south is an unopened Municipal Road Allowance.

The Busenharts had the shore road allowance surveyed, and the reference plan was registered on December 22, 2023. The surveyor also provided a copy of the reference plan that shows structures on the shore road allowance.

Typically, registration of the reference plan is done after adjacent property owners agree to the proposed dividing lines however, the Busenharts registered the plan without the signed Certificate of Confirmation. The registration of a plan before receiving confirmation has occasionally occurred in the past when property owners, in spite being guided otherwise get somewhat a head of the process.

On June 26, 2023, Ellen Appleby-Keim, also known as Ellen Yinger, advised me that both of her parents are deceased, and she is not in touch with their estate executor. Two ex-spouses will need to be removed from the title to the property. She tried to get the title cleaned up by contacting the land registry office but was told she needed a lawyer to act on her behalf.

On January 18, 2024, Ms. Appleby-Keim still had not retained legal counsel to assist her in this matter.

In the meantime, the Busenharts retained a lawyer to address the title issues highlighted by John Jackson, Planner, in his report dated April 12, 2023. In 2001, the Busenharts obtained a consent for the three lots shown as A, B and C (see below map). If the adjacent shore road allowances are conveyed to the 3 lots that were previously created by consent, the lands would need to be "de-certified" in order to have the adjacent shore road allowance merge with the intended lot. In order to avoid a technical merger, the middle lot (B) will need to be placed in a separate title to preserve the previous approval. As of January 17, 2024 the title issues have been rectified.

**Other:**

Type 1 habitats located in the EP flooded lands would not be included in the sale of the shore road allowance.



**Recommendation:**

Considering the unresolved title issues for the adjacent property owners and the time it will take to resolve those issues, it is recommended that Council approve Busenhardt's purchase of the shore road allowance in the absence of receiving the signed Certificate of Confirmation and in light of the fact that there are structures on the shore road allowance.

The dividing line in question has been reviewed by staff and no inconsistencies or concerns are noted.

**ATTACHMENTS:**

**Attachment 1**

- Report from John Jackson, Planner dated April 12, 2023

**Attachment 2**

- 42R-22066

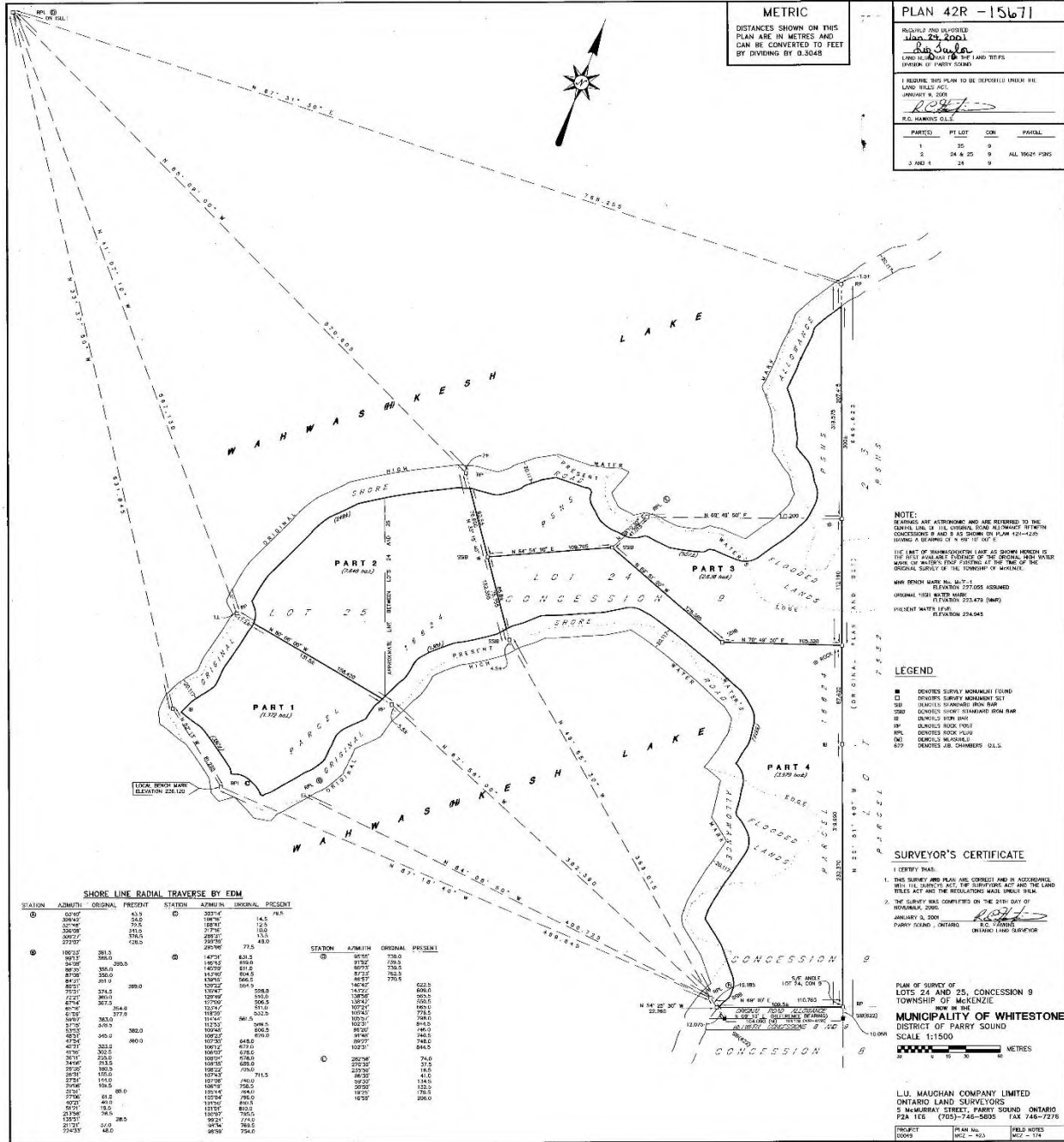
**APPLICATION TO CLOSE SHORE ROAD ALLOWANCE****STRAUBS POINT****LAKE WAHWASHKESH****GEOGRAPHIC Township OF McKENZIE****APPLICANTS: Michael and Nancy Busenhart****April 12, 2023****BACKGROUND**

The Busenharts (Straub) own three parcels of land on a water access property on Lake Wahwashkesh in the north basin north of Bennett's Bay.



The three parcels were created by consent in 2001 and are identified as Parts 1 to 6 on Plan 42R-15671.

The lands were not sold and 2 of the 3 lots remain vacant.



The lands have a variety of conditions given the flooded portions of the shoreline. The air photo illustrates a number of embayments that have been created as a result of shoreline flooding on the lake.



## **OFFICIAL PLAN**

The official plan provides policies for considering the sale of shore road allowances to adjacent land owners.

### ***“9.08 Shore Road Allowances***

***9.08.1 Shore road allowances are present on a number of lakes in the Municipality. The Municipality is prepared to stop and sell these shore road allowances to the riparian land owners.***

***9.08.2 That part of the shore road allowance below the controlled high water mark will be retained by the Municipality.***

***9.08.3 That part of the shore road allowance identified as having any environmental feature may be retained by the Municipality.***

***9.08.4 No shore road allowance will be stopped up and sold to the riparian land owner where it is used for access by an adjoining property owner or where the sale will have a negative impact on an adjoining property owner.”***



## **ZONING**

The zoning By-Law identifies two flooded embayments that are zoned Environmentally Protected (EP).



The EP areas (Parts 16 and 1) will not be available for acquisition.

## **CONCLUSIONS**

The parts identified on the draft plan that may be stopped up and sold to the Busenharts (Straub) include:

- Part 2
- Part 3
- Part 6
- Part 9
- Part 13
- Part 15
- Part 17
- Part 18

There are no adjoining land owners to the proposed applications. Therefore no comments are necessary.

The two lots created by consent in 2001, Parts 3 and Part 1 will have consent certifications meaning that the application of the adjoining shore road allowances will not merge in title.

Council will need to determine whether there is a large enough issue that the former consents be de-certified which is now a Planning Act application.

This requirement will bring on a number of title issues that would require “checker-boarding” of title. This is likely not something that the applicants have expected.

Subject to the above discussion, it is recommended that the shore road allowance application be supported in principle subject to the Municipality’s rules, practises and procedures.

Respectfully submitted,

A handwritten signature in blue ink that reads "John Jackson". The signature is written in a cursive, flowing style.

John Jackson M.C.I.P., R.P.P.  
JJ; jc





# PARRY SOUND AREA PLANNING BOARD

1 Mall Drive, Unit 2, Parry Sound, Ontario P2A 3A9

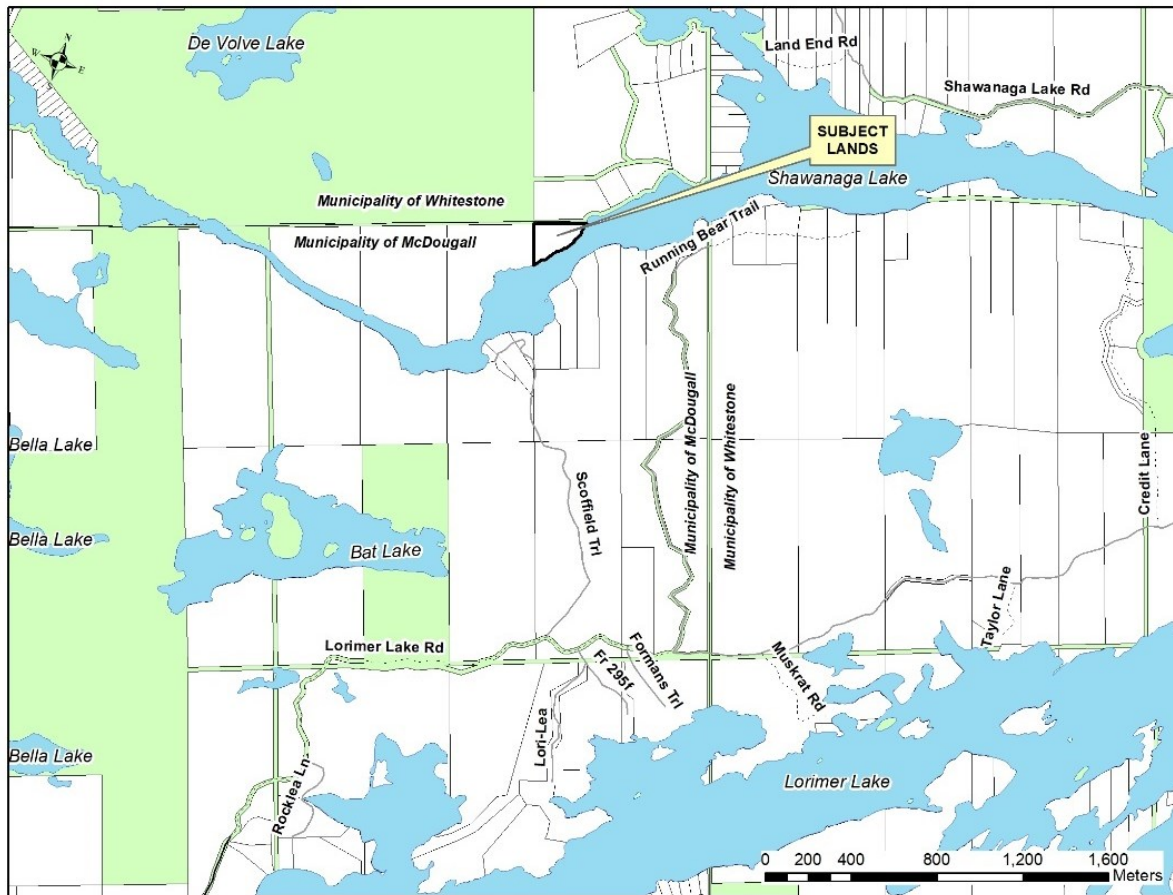
## Memo to Whitestone Council

Re: B04 2024(McD) - Rogers

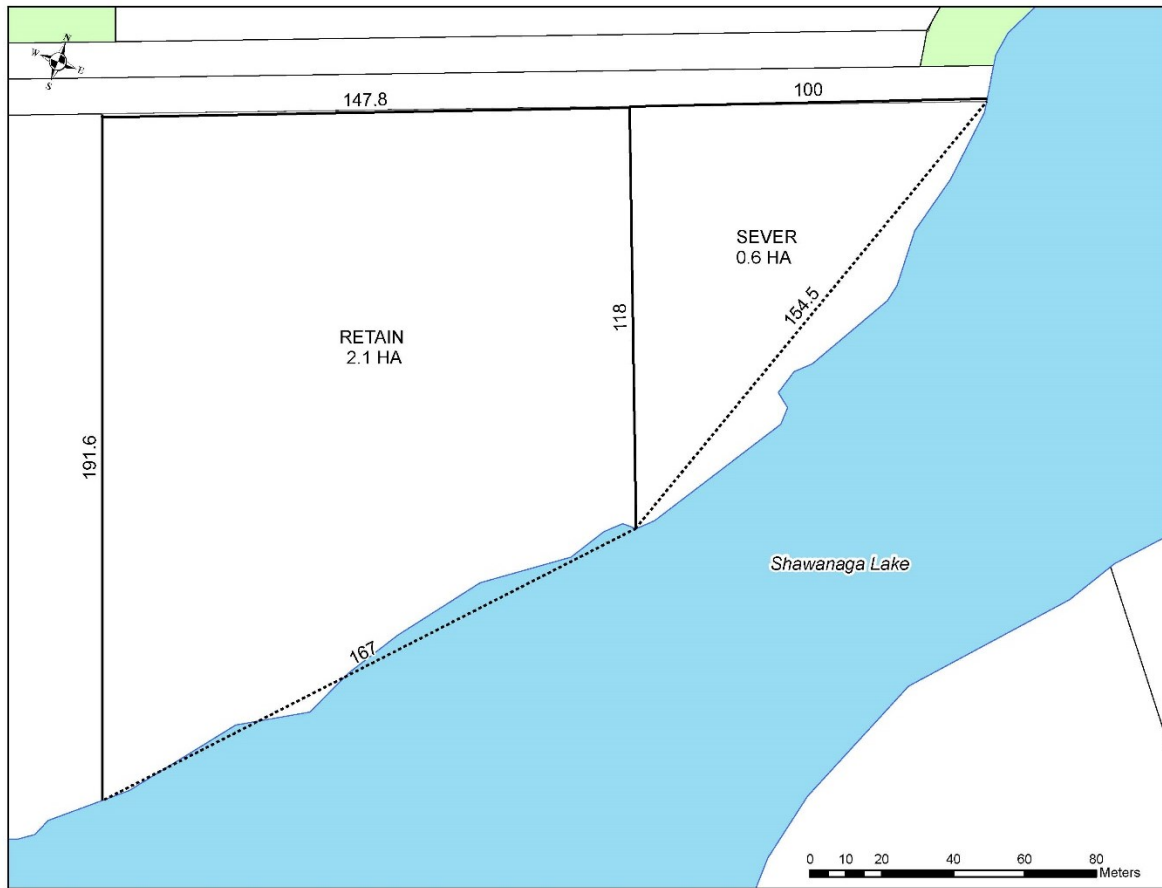
April 2, 2024

### BACKGROUND / PURPOSE

Ian & Kay Rogers own a water access parcel on Shawanaga Lake on the north-east boundary of the Municipality of McDougall.



# PROPOSED CONSENT

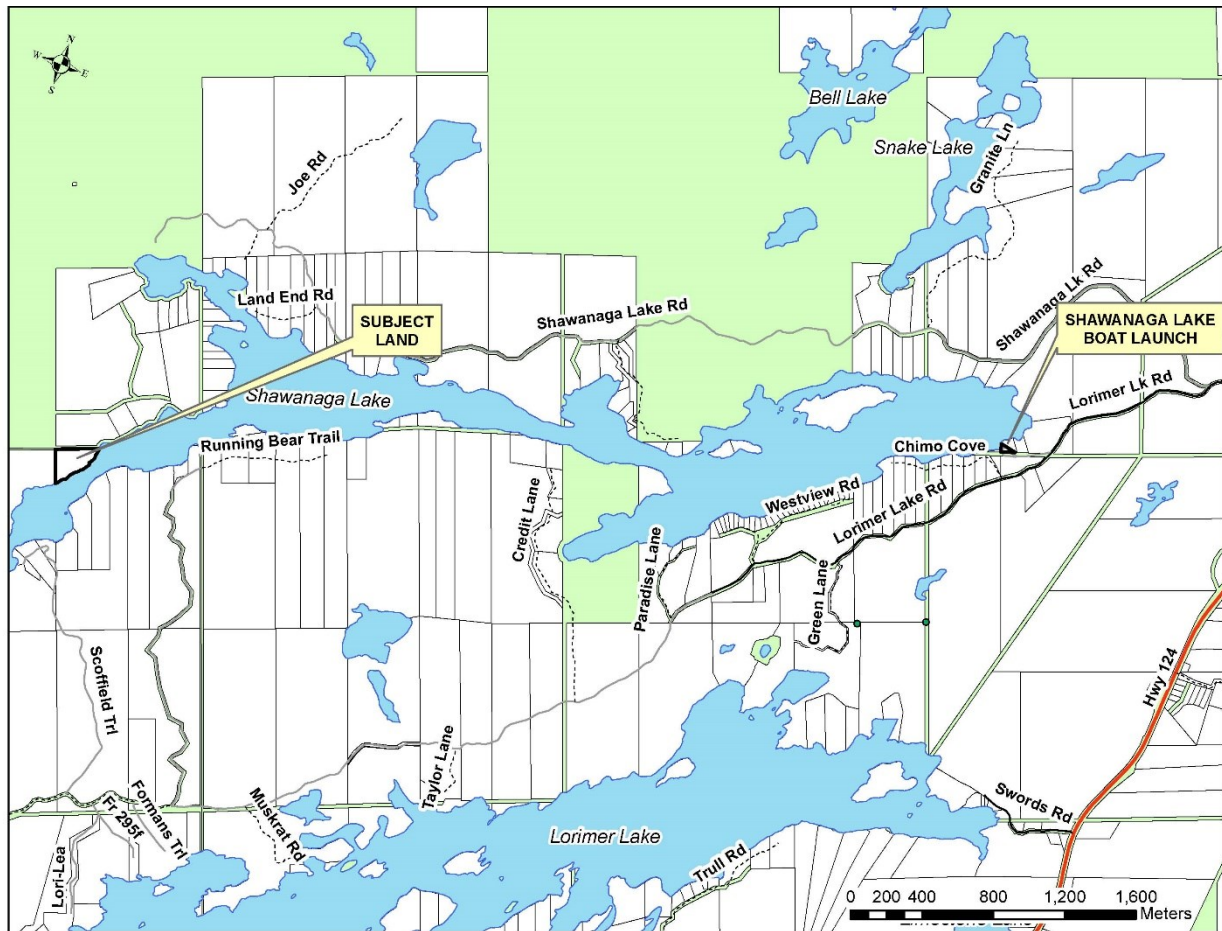


The proposed consent will create one (1) new water access lot on the lake that will include the existing cabin and dock.

Parcel	Frontage (m)	Depth(m)	Area (ha)
Zone Requirements	100	60	0.6
Retained	167	191	2.1
Severed	283	118	0.6

## PARKING / DOCKING ACCESS

The owners currently use the parking and boat launch facilities on the east end of Shawanaga Lake, in the Municipality of Whitestone. (shown below).



It is not uncommon for lake access to cross municipal boundaries. The “Lorimer Lake Canoe Ramp” is located in McDougall and can be used by Whitestone property owners and anyone wanting to access Lorimer Lake. Similarly, the nearest parking and docking facility for water access lots in Whitestone, on the Magnetawan River is located in the unorganized Township of Wallbridge.

## THE MUNICIPALITY OF McDOUGALL

Because the public access to Shawanaga Lake is located in the Municipality of Whitestone, the Municipality of McDougall has asked for comment from Whitestone Council regarding the parking and docking facilities.

McDougall staff have been made aware of the recent upgrades to parking at the Shawanaga Lake boat launch.

McDougall has expressed concern that the Municipality of Whitestone may make the boat launch available to Whitestone residents only. This type of exclusive use however, would be difficult to enforce.

## FUTURE SEVERANCE POTENTIAL

Whitestone municipal staff inquired as to how many new water access lots could be created on Shawanaga Lake. Many properties have extensive fish habitat identified on the shoreline. Based on 90 metres frontage, 0.6 hectares in area and a minimum of fifteen (15) metres free of fish habitat, an estimated eleven (11) new water access lots could be created on the lake. It is worth noting that five (5) of these potential lots are on Bella Island at the east end of the lake in Whitestone plus one additional lot in Whitestone. The remainder are in the Municipality of McDougall. Also, two (2) of the potential lots in McDougall, including the proposed Rogers lot, have an existing second cabin on the lot.

The municipality of McDougall has similar policies regarding parking for water access lots.

“ 9.02.1 b) water access lots provided that Council is satisfied that appropriate facilities for car and boat trailer parking, docking and boat launching, and waste disposal are available exclusively for the proposed water access lots; “

Section 9.02.2 Whitestone Official Plan states that water access lots provided that Council is satisfied that appropriate facilities for car and boat trailer parking, docking and boat launching are available exclusively for the proposed waterfront access development.

## CONCLUSION

It is hoped the Whitestone Council can support consent No B04 2024(McD) for Rogers in the Municipality of McDougall by indicating that there is adequate capacity at the Shawanaga Lake Boat Ramp for additional users and that there are no plans to make this facility exclusive to Whitestone residents.

Respectfully,



Patrick Christie, C.P.T.

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**  
**BY-LAW No. xx-2024**

---

**A By-law to Licence and Regulate Short-Term Rental Units  
within the Municipality of Whitestone**

---

**WHEREAS** Section 8 of the *Municipal Act*, 2001, S.O. 2001 c. 25 (hereinafter referred to as the “Municipal Act”), provides that the powers of the Municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on municipalities to enable municipalities to govern their affairs as they consider appropriate and to enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising authority under the Municipal Act or any other Act;

**AND WHEREAS** Section 151 of the *Municipal Act* provides that municipality has authority to provide for a system of licensing and regulating with respect Short-Term Rentals;

**AND WHEREAS** Sections 390 to 400 of the *Municipal Act* enables a municipality to pass by-laws for imposing Fees or charges to permits and services provided or done by them;

**AND WHEREAS** Section 425(1) of the *Municipal Act* states that a municipality may pass by-laws providing that a Person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

**AND WHEREAS** Section 426(1) of the *Municipal Act* states that no Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person who is exercising a power or performing a duty under this Act or under a by- law passed under this Act;

**AND WHEREAS** Section 429 of the *Municipal Act* permits a municipality to establish a system of fines for offences under a by-law of the municipality passed under this Act and designates an offence as a continuing offence;

**AND WHEREAS** Section 436 of the *Municipal Act* states that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with: a by-law of the municipality passed under this Act; a direction or order of the municipality made under this Act or made under a by-law of the municipality passed under this Act; a condition of a Licence issued under a by-law of the municipality passed under this Act; or an order made under section 431 of this Act;

**AND WHEREAS** Section 444 of the *Municipal Act* states that a municipality may make an order requiring the Person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

**AND WHEREAS** the *Ontario Building Code Act* sets regulations governing the health and safety of occupied buildings;

**AND WHEREAS** the Council for the Municipality of Whitestone deems it expedient to establish regulations to Licence Short Term Rental Unit in the interests of public safety, nuisance control and consumer protection;

**AND WHEREAS** the Council for the Municipality of Whitestone deems it necessary and desirable to regulate the Short-Term Rental of property in the Municipality;

**NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE ENACTS AS FOLLOWS:**

**1. DEFINITIONS**

For the purpose of this By-law:

- 1.1. **Agent** means a Person duly appointed by an Owner to act on their behalf;
- 1.2. **Applicant** means the Person applying for a Licence or renewal of a Licence under this By-law;
- 1.3. **Accessory Building or Structure** means a detached building or structure where the use of which is naturally and normally incidental to, subordinate to, or exclusively devoted to, the principal use of the main building on the same lot;
- 1.4. **Bedroom** means a room offered for Short-term Rental Unit intended primarily for overnight occupation, which complies with the standards for a bedroom, as set forth by the *Ontario Building Code Act 1992, S.O. 1992, c.23*;
- 1.5. **By-law Enforcement Officer** means a municipal law enforcement Officer of the Municipality of Whitestone who is duly appointed by the Council of the Municipality of Whitestone for the purpose of enforcing the provisions of the Municipality's By-laws;
- 1.6. **Commercial activities**, for the purposes of this By-law, means activities being hosted at a subject property that involve costs or monies for services provided (Examples: weddings, receptions, retirement party, music event, etc.);
- 1.7. **Corporation** means a body incorporated pursuant to the *Business Corporations Act, R.S.O. 1990 c. B. 16*, or the *Corporations Act, R.S.O. 1990, c. C. 38*;
- 1.8. **Council** means the Council of the Corporation of the Municipality of Whitestone;
- 1.9. **Demerit Points** means points that are approved under this By-law, applied to a subject property upon successful determination of an alleged violation. These points will be tracked and kept on file as to ensure compliance with the By-law. The Short-term Rental Unit licence may be revoked or reinstated based on the status of the demerit points applied against the subject property;

- 1.10. **Dwelling** means a residential building designed for occupancy by one or more Persons, containing no more than one Dwelling unit as its principal use, and does not include a tourist establishment, a mobile home with or without a foundation, sleeping cabin, motor home, vehicle, or a trailer;
- 1.11. **Dwelling Unit** means a suite operated as a housekeeping unit, used or intended to be used by one or more persons which contains living, sleeping, sanitary facilities, and kitchen facilities, having a private entrance from outside the building or from a common hallway or stairway inside or outside the building. For the purpose of this By-law, a Dwelling Unit generally includes a house or cottage but shall not include an accessory structure (with or without habitable quarters), tent, trailer, park model trailer, mobile home, vehicle, watercraft, yurt, guest cabin, room or suite of rooms in a boarding or rooming house, hotel, motor home, or similar;
- 1.12. **Fee** means a Fee set forth in the Municipality of Whitestone Fees & Charges By-law as amended from time to time, and is not prorated or refundable;
- 1.13. **Guest** mean any person on the property who is not utilizing the property for overnight accommodation. For the purpose of this By-law, Guest does not include a child under the age of six (6) years old at the time the Short-term Rental Unit is utilized by the parent or guardian;
- 1.14. **Licence** means the Licence issued under this By-law as proof of licencing under this By-law;
- 1.15. **Licensed** means to have in one's possession a valid and current Licence issued under this By-law and un-Licensed has the contrary meaning;
- 1.16. **Licensee** means a Person who holds a Licence or is required to hold a Licence under this By-law;
- 1.17. **Licence Issuer** means any individual(s) who is/are delegated authority by the CAO-Clerk to be responsible for issuing a Licence under this By-law;
- 1.18. **Municipality** means the Corporation of the Municipality of Whitestone in the District of Parry Sound;
- 1.19. **Officer** means a Police Officer, Fire Chief, Chief Building Official or Municipal By-Law or Enforcement Officer or any other person appointed by By-law to enforce the provisions of Municipal By-laws;
- 1.20. **Owner** means the Person holding title to the Property on which the Short-Term Rental Unit is located, and "Ownership" has a corresponding meaning;
- 1.21. **Owner / Licensee Acknowledgment Form** as may be amended from time to time, means a document that has been prepared by the Municipality that prescribes the roles and responsibilities of the Owner/Licensee, including but not limited to: compliance with applicable Municipal By-laws; and adherence to the provisions of this By-law;
- 1.22. **Parking Area** means an area on the Property provided for the for the



parking of motor vehicles and / or trailers associated with a principal use on the same lot and may include aisles, parking spaces, pedestrian walkways and related ingress and egress lanes but shall not include any part of a public highway;

- 1.23. **Person** means an individual, a Corporation, a partnership, or an association, and includes a Licencee or an Applicant for a Licence under this By-law as the context requires. Person also includes Renter and guests of the Renter of the Short-Term Rental Unit;
- 1.24. **Premises** means the Property upon which a Short-Term Rental Unit is operated, inclusive of Buildings or structures or any part thereof used for such purpose;
- 1.25. **Private Road** means a road that is privately owned;
- 1.26. **Property** means the land upon which a Short-Term Rental Unit is operated, exclusive of Buildings or structures or any part thereof;
- 1.27. **Renter** means the Person responsible for the rental of the Premises by way of concession, permit, lease, Licence, rental agreement or similar commercial arrangement;
- 1.28. **Renter's Code of Conduct** as may be amended from time to time, means a document that has been prepared by the Municipality that prescribes the roles and responsibilities of the Renter, including but not limited to: behavioural expectations as they relate to non-disturbance of neighbours; compliance with applicable Municipal By-laws; and adherence to the provisions of this By-law;
- 1.29. **Responsible Person** means the Owner or **Agent** assigned by the Owner or Licencee of the Short-Term Rental Unit (must be minimum 18 years of age) to ensure the Short-Term Rental dwelling is operated in accordance with the provisions of this By-law, the Licence and applicable laws;
- 1.30. **Seasonally Maintained Road** means a road that is not maintained during the winter months in respect of snow plowing or snow removal, by the Municipality or the private owner of the road;
- 1.31. **Set Fine** refers to a financial penalty issued to **Person**, Owner, **Agent** or **Licencee** who has contravened or failed to comply with any provision of a municipal By-law;
- 1.32. **Short-Term Rental Unit** means the use of a dwelling or dwelling unit that is available for rent in its entirety for a period of thirty (30) consecutive days or less, to provide temporary lodging to the travelling or vacationing public but does not include a bed and breakfast establishment or the commercial uses permitted in the Tourist Commercial (C2) Zone of the Municipality's Zoning By-law. Also referred to in this By-law as "**STR**";
- 1.33. **Site Plan** means the drawing that is required to be submitted by the Applicant and approved by the License Issuer as part of a complete Application;

- 1.34. **Unassumed Road** means all roads owned by the Municipality but which have not been “assumed” into the municipal “public road system”;
- 1.35. **Zoning By-law** means the Municipality of Whitestone Comprehensive Zoning By-law as amended from time to time, or any successor Comprehensive Zoning By-law, as amended.

## 2. APPLICATION

- 2.1. The requirements of this By-law will apply to the business or occupation of providing **Short-Term Rental Unit** within the geographic limits of the Municipality of Whitestone;
- 2.2. **Persons** who own, operate, **Licence** or offer a **Premises** for short-term accommodation as of the effective date of this By-law, must file a completed application, in the form required by the **Municipality**, for a **Licence** under this By-law.
- 2.3. The determination of whether a **Licence** application is “complete” in accordance with this By-law shall be within the discretion of the **Municipality**.
- 2.4. For greater certainty, the requirements of this By-law do not apply to a motel, bed and breakfast establishment, institutional tourist establishment, tourist establishment, tourist camping establishment, resort or similar commercial or institutional use as defined under the **Zoning By-law**.

## 3. LICENSING REQUIREMENTS

- 3.1. A **Licence** is required to operate a **Short-Term Rental Unit** and shall comply with all applicable Municipal By-laws and Provincial and Federal legislation.
- 3.2. Every **Applicant** for a **Licence** shall be the **Owner** of the **Property**.
- 3.3. Only one **Licence** shall be issued per **Property**.
- 3.4. No **Person** shall use an **Accessory Building** or **Structure** as a **Short-Term Rental Unit**
- 3.5. An issued **Licence** will be posted on the Municipal website – Short-Term Rental Municipal Mapping and shall include:
  - a) Status of the **Licence**;
  - b) **Owner**(s) name(s);
  - c) **Property** Address;
  - d) Legal description;
  - e) **Responsible Person**’s name and contact information;
  - f) **Demerit Points** applied to the property;
  - g) Number of approved **Bedrooms** as per septic sewage system;
  - h) Any other information deemed necessary by the **Municipality**.

- 3.6. The **Responsible Person** identified on the **Licence** shall either attend the **Property** or contact the **Renter** at the request of the **Municipality** or a representative of the **Municipality** within the required time to address any complaints regarding the use of the **Property**.
- 3.7. A **Licensee** shall ensure that any listing, advertisement, or publication etc. of the **Short-Term Rental Unit Property** includes the corresponding **Licence** number issued by the **Municipality**.
- 3.8. The **Licensee** or the **Responsible Person** shall ensure all **Renters** and **Guests** are provided with waste diversion education, which shall include:
- a) Location of Municipal Landfill sites;
  - b) Hours of operation for Municipal Landfill sites;
  - c) Municipally supplied waste bag tags for household waste;
  - d) Education on clear bag use; and
  - e) Education on the sorting of refuse and/or recycling for Landfill disposal.

All refuse and recycling shall be sorted accordingly and located in either wildlife-resistant containers if stored outside or appropriate containers if stored inside (garage/shed).

- 3.9. No **Person** shall permit at any time between 11:00 p.m. and 8:00 a.m. of the following day more than two (2) **Persons** on the **Property** for each **Bedroom**. For the purpose of this section, children under the age of six (6) years old, shall not be considered a **Person**.
- 3.10. Notwithstanding section 3.9 no **Person** shall permit at any time between the hours of 8:00 a.m. and 11:00 p.m. more than a maximum total of ten (10) **Persons** on the **Property** regardless of the number of **Bedrooms**. For the purpose of this section, children under the age of six (6) years old, shall not be considered a **Person**.
- 3.11. Vehicles and / or trailers shall only be permitted in a parking area consisting of a hard-surfaced driveway (gravel, paved, concrete, interlock, or similar hard surface).
- 3.12. The following shall be posted on the interior of the **STR** dwelling on the **Premises**, visible to guests and made available for inspection:
- a) Copy of current **STR** Licence;
  - b) Premises address (and land line phone number if applicable);
  - c) Type of access to the **STR Premises**, where one of the following must be checked:
    - i) Year-round maintained public road
    - ii) Seasonally maintained road
    - iii) Private road / Right-of-way
    - iv) Water access

- d) Emergency Services Statement: If the type of access to the **STR Premises** is NOT a year-round maintained public road, the following statement must be posted with the address:

*“As this Short-Term Rental Unit Premises is not accessible by a year-round maintained public road, emergency response times may be delayed to this location.”*

- e) **Owner** name and contact information;
- f) Name and contact information of the **Responsible Person** for emergency and By-law concerns;
- g) Emergency "911" instructions with the address of the **Property** clearly printed and posted in a conspicuous location;
- h) Fire Department Inspection results;
- i) Copy of Water Potability Certificate, if available;
- j) Where there is no potable water supply, a notice shall be posted advising **Renters** the water is not safe for consumption;
- k) Copy of Wood Energy Technical Transfer (WETT) report;
- l) A copy of approved **Site Plan** associated with the Licence, parking management plan and waste storage & waste disposal details;
- m) A signed copy of the **Renter's Code of Conduct and Acknowledgement**;
- n) A copy of the current Noise By-law;
- o) A copy of the current Dog By-law;
- p) A copy of Open Air Burning By-law;
- 3.13. All **STRs** must provide a class ABC fire extinguisher in any cooking area of the **Premises**.
- 3.14. Portable extinguishers shall be:
- Kept operable and fully charged;
  - Located so that they are easily seen and shall be accessible at all times;
  - Tested and maintained by either the **Licensee, Responsible Person** or by a qualified person in accordance with the manufacturer's specifications;
  - Replaced according to manufacturer's recommendations, or as per NFPA 10, or every 5 years; and
  - Records shall be kept identifying when an extinguisher was inspected, purchased and/or replaced.

- 3.15. Issued **Licence** along with the legal description, civic address, **Owner**, and **Responsible Person** contact information will be posted on the Municipality's website.
- 3.16. A **STR Licence** that has been issued pursuant to this By-law shall expire upon the earliest of the following events:
- a) The date that is one (1) year after date of the issuance of the **Licence**; or
  - b) Upon the sale of an **STR Premises** to a Person other than a **Licencee**.
- 3.17. The **Licencee** shall be responsible for informing the **Municipality** in writing of any changes to the approved information contained within the **Licence** application or any deviation to the parking management plan within fourteen (14) days of such change. An administration **Fee** may apply.
- 3.18. The provisions of this By-law shall not apply when the **Short-Term Rental Unit** is not rented.

#### 4. LICENCE APPLICATION

- 4.1. Every **Applicant** making application for a **STR Licence** shall submit the following information and/or documentation to the **Licence Issuer** as part of a completed application package, including but not limited to:
- a) a completed application in the form required by the **Municipality**, which shall include each **Owner**, **Applicant** and/or **Agent's** name, address, telephone number, and email address;
  - b) **Owner/Licencee Acknowledgement Form** signed by each and every **Owner** stating that the **Property** is used primarily for residential purposes and that each and every **Owner** understands their responsibilities as a **Licencee**;
  - c) proof of ownership for the **Property**;
  - d) proof that the **Applicant** is at least eighteen (18) years of age, if the **Applicant** is an individual;
  - e) name and contact information of the **Owner** or **Responsible Person** who can be readily contacted within sixty (60) minutes and respond to an emergency or contravention of any Municipal By-law, including attendance on site of the **STR** within four (4) hours of being notified of the occurrence;
  - f) A certificate of insurance which includes a liability limit of no less than five million dollars (\$5,000,000) per occurrence for **Property** damage or bodily injury. Such insurance policy shall identify that an **STR** being operated on the **Property** and name the Municipality of Whitestone as an additional insured on their general liability. The insurance coverage required herein shall be endorsed to the effect that the

Municipality shall be given at least thirty (30) days' notice in writing of any cancellation or material variation to the policy;

- g) Proof that the **Applicant**, if a Corporation, is legally entitled to conduct business in Ontario, including but not limited to:
  - i. an article of incorporation or other incorporating documents, duly certified by the proper government official or department of the Province of Ontario or the Government of Canada
  - ii. in the case of an **Applicant** being a partnership, the names and addresses of each member of the partnership as well as the name under which the partnership intends to carry on business;
  - ii. in the case of an **Applicant** or **Agent** acting on behalf of the **Owner**, an Owner's written authorization.
- h) Where the **STR** is served by a private sewage system, documentation to the satisfaction of the **License Issuer**, that the sewage system is of an adequate capacity to accommodate the maximum occupancy of the **STR** and further, that such private sewage system complies with all Provincial standards;
- i) For properties with private sewage systems that are twenty (20) years or older, a site report shall be prepared by a qualified sewage system designer, septic installer, or related professional. The report must identify the capacity of the sewage system, the location of the septic tank and bed, if applicable, and the current functionality of the sewage system at time of inspection;
- j) Proof of septic system pump-out and any required repairs to the system identified during the pump-out and inspection, dated less than five (5) years old, if applicable;
- k) A water sample result from the North Bay Parry Sound District Health Unit indicating the water is potable and safe for consumption, dated within three (3) months from the date of the **Application**;
- l) For a **Property** without a potable water supply, a sworn statement by the **Owner** that they will ensure adequate warnings are communicated to the **Renters** and information is posted at the **Property** to advise that the water is not safe for consumption;
- m) Where wood burning appliances are present, a Wood Energy Technical Transfer (WETT) report dated less than five (5) years old, issued by a certified WETT inspector, indicating that the appliances are safe to be utilized;
- n) A **Site Plan** of the **Premises** that shall include the following:
  - a. Lot size and property lines;
  - b. Name and location of road
  - c. Location of all buildings and structures on the Property including setbacks;

- d. If located on a body of water, name of lake;
  - e. Docks located on waterfront, if applicable;
  - f. Location and layout with dimensions of the parking area on the Property; Parking management plan shall include the following:
    - i) a minimum of one parking space per **Bedroom** to accommodate a vehicle and / or trailer;
    - ii) parking space sizes of 3 metres by 6 metres;
    - iii) compliance with all other parking provisions as set forth in the applicable **Zoning By-law**.
  - g. waste storage & waste disposal details including the location of the Municipal Landfill Sites along with hours of operation.
- o) Payment of the applicable **Fees**.
- 4.2. It is the responsibility of any **Person** applying for a **Licence** to either, contact the **Municipality** for an inspection or provide required documentation, which shall ensure compliance with the following where applicable:
- a) provisions of this By-law;
  - b) *Ontario Building Code Act*, 1992, S.O. 1992 c.23;
  - c) *Ontario Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4;
  - d) *Electricity Act*, 1998, S.O. 1998, c. 15, Sched. A;
  - e) Applicable **Zoning By-law**;
  - f) Any other Municipal By-laws or Provincial legislation.
- 4.3. Nothing herein allows a **Licencee** to rent **Bedrooms** other than those identified and approved on the application for a **Licence** unless the **Municipality** has approved same.

## 5. ADMINISTRATION AND ENFORCEMENT

- 5.1. The **Licence Issuer** of the Municipality or designate are responsible for the administration of this By-law.
- 5.2. **Officers** are responsible for the enforcement of this By-law.

## 6. LICENCE ISSUANCE

- 6.1. Upon receipt of an application for a **Licence**, a **Licence Issuer** will:
- a) receive and review the application and any supporting materials to determine compliance with the provisions of this By-law;
  - b) ensure the relevant **Officers** have carried out the necessary inspections to satisfy the Municipality that the **Premises** complies with provisions of this By-law.

- 6.2. Upon determination by the **Licence Issuer** that information requirements and all regulatory and By-law requirements of the **Municipality** are met, a **Licence** may be issued and remain valid for one (1) year, unless revoked.
- 6.3. The **Licence Issuer**, in consultation with **Officers** and with the CAO-Clerk, has the authority to impose additional terms and conditions on a **Licence** which they deem to be reasonable and appropriate.
- 6.4. A **Licence** issued pursuant to the provisions of this By-law shall expire one (1) year from the date it was issued unless it is revoked in accordance with any provisions of this By-law.

## 7. LICENCE SUSPENSION & REVOCATION

- 7.1. The **Licence Issuer** shall have the authority to refuse to issue or renew a **Licence**, to revoke or suspend a **Licence** in consultation with the CAO-Clerk, or where:
- a) There are reasonable grounds to believe that the operation of a **Short-Term Rental** at a specific **Premises** may be adverse to the welfare or well-being of the general public;
  - b) The **Premises** has had a **Licence** that has been previously revoked, suspended, or made subject to terms and conditions;
  - c) A **Premises** or **Applicant** applying for a **Licence** has presented a history of contravention with this By-law, the **Renter's Code of Conduct** or other Municipal By-laws;
  - d) The septic sewage requirements applicable to **Short-Term Rental** are not met, or cease to be met as determined by the North Bay Mattawa Conservation Authority;
  - e) The Applicant has failed to provide access for inspection in accordance with Section 10.6;
  - f) The **Owner** is indebted to the municipality in respect of fees, fines, penalties, judgements, or any other amounts owing, including awarding of legal costs, disbursements, outstanding Property taxes and late payment charges, against an **Owner's Property**;
  - g) The **Property** to be used for the **Short-Term Rental** does not comply with applicable federal and provincial law and regulations or municipal by-laws, including, but not limited to, the Zoning By-law, Clean Yard By-law, the *Building Code Act*, the **Fire Protection and Prevention Act**, and the **Electricity Act**.
  - h) the Property has or is subject to:
    - i. an open building permit which directly affects the operation of the **STR**;
    - ii. an outstanding order issued by the Municipality's Fire or Building Department; or



- iii. a Property Standards order or any other order issued by the Municipality or other government body.
  - i) four (4) or more **Demerit Points** have been imposed, and remain in effect, against the **Licence**.
- 7.2. The **Licence Issuer** shall notify the **Applicant/Licencee** of what action is being taken under the authority of section 7.1 within thirty (30) days of the determination of said action.
- 7.3. The **Licence Issuer**, upon confirming a **Licencee** has received an emergency order issued under section 8.4 of this By-law, may in consultation with the CAO-Clerk, for the time and such conditions as are considered appropriate, suspend a **Licence** for not more than fourteen (14) days. If after this period, the **Licence Issuer** is satisfied that the continuation of a **Licence** will continue to pose a danger to the health or safety of any **Person**, he/she may, in consultation with the CAO-Clerk, further suspend for not more than fourteen (14) days or revoke a **Licence**.
- 7.4. Where the application for a **Licence** has been revoked or cancelled, the **Fees** paid by the **Applicant**, in respect to the **Licence**, shall not be refunded.
- 7.5. When the **Licence Issuer** refuses to issue or renew a **Licence** pursuant to section 7.1, the **Owner** may apply for a new **Licence** after a period of six (6) months of the refusal.

## 8. **ORDERS – GROUNDS FOR ISSUANCE**

- 8.1. Where an **Officer** has reasonable and probable grounds to believe that a contravention of the By-law has occurred, the **Officer** may serve an order on the **Licencee** setting out the reasonable particulars of the contravention and directing:
- a) compliance within a specified period of time;
  - b) any work that is required to be done. In the event of a default of such work being done, the **Officer** may direct work to be done at the **Licencee's** expense, and the **Municipality** may recover the expense in the same manner as municipal taxes; or the activity be discontinued.
- 8.2. An order under this By-law may require work to be done even though the facts which constitute the contravention of this By-law, were present before this By-law came into force.
- 8.3. Service of any notice or order to an **Owner/Agent**, directing the **Owner/Agent** to bring the **Premises** into compliance, shall be carried out under the provisions in section 16 of this By-law.
- 8.4. When an **Officer** deems a violation under this By-law to pose an immediate risk to health or public safety, the provisions in section 16 may be waived and an emergency order shall be issued and will be posted on the property requiring immediate action or other remediation. The **Owner/Agent** shall

comply with an emergency order within the period specified on the emergency order.

- 8.5. Where an **Officer** has placed or caused the placing of a placard containing the terms of an order upon the **Premises** under the authority of the *Building Code Act* or provisions within this By-law, no **Person** shall remove such placard except with the consent of the **Officer** who issued the order.
- 8.6. Once served upon an **Owner/Agent** in accordance with sections of this By-law, an order shall remain in effect on a **Premises** until the order has been complied with or for the duration of the calendar year.

## 9. **GROUNDS FOR APPEAL – LICENCES & ORDERS**

- 9.1. Where the **Licence Issuer** has denied an **Applicant** a **Licence**, a renewal of a **Licence**, or has suspended or revoked a **Licence**, the **Licence Issuer** will inform the **Applicant** or **Licensee** by way of written notice setting forth the grounds for the decision with reasonable particulars and will advise of the right to appeal such decision of the **Licence Issuer** to the CAO-Clerk of the Municipality of Whitestone.
- 9.2. Any **Owner/Agent** or **Licensee** who has been served with an order and who is not satisfied with the terms or conditions of the order, may appeal to the Municipality of Whitestone within fifteen (15) days after being served with the order, by:
  - a) sending a notice of appeal, setting forth the reasons for the appeal, by registered mail to the **Licence Issuer**; or
  - b) in **Person** to the **Licence Issuer** setting forth the reasons for the appeal.
- 9.3. If an emergency order is issued on a **Premises** to an **Owner/Agent**, the appeal process in section 9.2 shall not apply.
- 9.4. Where no request for an appeal is received in accordance with section 9.2, the decision of the **Licence Issuer** shall be final and binding.
- 9.5. Where a request for an appeal is received, the **Licence Issuer** will review the request in consultation with the CAO-Clerk within thirty (30) days of the receipt of the request for appeal.
- 9.6. After opportunity to be heard is afforded the **Person**, the **Licence Issuer** shall make a decision in consultation with the CAO-Clerk. When making its decision, the **Licence Issuer** may consider any matter pertaining to this By-law, or other matter that relates to the general welfare, health or safety of the public. When making its decision in consultation with the CAO-Clerk, the **Licence Issuer** may refuse to issue or renew a **Licence**, revoke, suspend, or impose any condition to a **Licence**. The **Licence Issuer's** decision is final and binding and shall not be subject to review.

## 10. ENTRY AND INSPECTION

- 10.1. The **Officer** or their designate(s) may at reasonable times and with reasonable notice, enter upon land, **Premises**, buildings, or place where a **Licence** has been issued under this By-law, for the purposes of carrying out an inspection, taking photographs and obtaining evidence to determine compliance to this By-law. For the purpose of an inspection pursuant to this By-law, the **Officer** may:
- a. require the production for inspection of any goods, equipment, books, records, or documents used or to be used by the **Owner, Licencee or Applicant** under this By-law;
  - b. inspect and remove any documents or things relevant to the inspection for the purpose of making copies or extracts;
  - c. require information from any person concerning any matter related to the inspection; and
  - d. alone or in conjunction with a person retained by the Municipality, make examinations or take tests, samples, or photographs or video records of any matter related to the inspection;
  - e. where an Emergency Inspection is required that relates to health and or safety, an **Officer** or their designate(s) may enter upon land and with a minimum of one (1) day notice, enter into any buildings used or marketed for **Short-Term Rental** use, for the purposes of carrying out an inspection, taking photographs and obtaining evidence for the purpose of determining compliance with this By-Law and any other applicable law, codes and standards.
- 10.2. Every **Person** shall permit an **Officer** or their designate(s) to inspect in accordance with Section 10.1 for the purposes of determining compliance with this By-law.
- 10.3. An **Officer** or their designate(s) may enter upon lands at any reasonable time to direct or require that a matter or thing be done, and in default of that matter or thing being done, to do such matter or thing in accordance with this By-law.
- 10.4. During any inspection carried out under this By-law, an **Officer** may be accompanied by other County or local municipal employees, agents or authorities as deemed necessary.
- 10.5. The Municipality may undertake an inspection pursuant to an order issued under provisions of this By-law or Section 438 of the *Municipal Act*, 2001.
- 10.6. It is the responsibility of an **Applicant** to provide access for inspection in accordance with Section 7.1 e), and to have representation on site during the inspection.
- 10.7. Where a re-inspection requested by a **Licencee** to address violations under this By-law confirms the violation remains, the **Licencee** shall be liable to pay an administration fee.

10.8. Every **Person** shall permit an **Officer** or their designate(s) to inspect any land for the purposes of determining compliance with this By-law.

## 11. PROHIBITIONS and OFFENCES

11.1. No **Person** shall use or operate any **Short-Term Rental Unit** unless they hold a current **Licence** issued pursuant to this By-law.

11.2. No **Person** shall advertise a **STR** without a **Licence**.

11.3. No **Person** shall use or operate any **STR Premises** for Commercial activities.

11.4. No **Person** shall provide false information on an application form to apply for an **STR Licence**.

11.5. No **Person** shall fail to produce a copy of the signed **Licence** or **Renter's Code of Conduct**.

11.6. No **Person** shall allow a **Premises** under their ownership or care and control to be operated in contravention of the **Licence** that has been approved.

11.7. No **Person** shall allow a **Premises** under their ownership or care and control to be operated in contravention of the **Licence** and **Site Plan** that has been approved.

11.8. No **Person** shall operate an **STR** if the operation of the **Property** is not primarily for residential purposes;

11.9. No **Person** shall permit at any time between 11:00 p.m. and 8:00 a.m. of the following day more than two (2) **Persons** on the **Property** for each **Bedroom**. For the purpose of this section, children under the age of six (6) years old shall not be considered a **Person**.

11.10. Notwithstanding section 11.10, no **Person** shall permit at any time between the hours of 8:00 a.m. and 11:00 p.m. more than a maximum total of ten (10) **Persons** on the **Property** regardless of the number of **Bedrooms**. For the purpose of this section, children under the age of six (6) years old shall not be considered a **Person**.

11.11. No **Person** shall permit the maximum number of **Renters** and/or **Guests** on a **Property** at any given time, to exceed ten (10) regardless of the number of approved **Bedrooms**.

11.12. No **Person** shall rent any room within the **Premises** other than a **Bedroom**.

11.13. No **Person** shall fail to comply with all applicable Municipal By-laws, Provincial and Federal Legislation, Electrical Safety Authority Regulations, North Bay Parry Sound District Health Unit, North Bay Mattawa Conservation Authority and any other applicable regulations or legislation.

- 11.14. No **Person** operating a **Short-Term Rental Unit** property that is not located on a year-round maintained public road, shall fail to ensure all **Renters** and **Guests** are informed that emergency services response time may be delayed to the **Property**.
- 11.15. No **Person** operating a **Short-Term Rental Unit** property that is a water access only property, shall fail to ensure all **Renters** and **Guests** are informed that emergency services response time may be delayed to the **Property**.
- 11.16. No **Person** shall contravene the requirements found in Section 3 of this By-law.
- 11.17. No **Person** shall violate the provisions of the **Renter's Code of Conduct**.
- 11.18. Every **Person** who contravenes an order under this By-law is guilty of an offence.
- 11.19. Each day a contravention occurs constitutes a new offence.
- 11.20. Every **Person** who contravenes any provision of this By-law is guilty of an offence and all contraventions of this By-law are designated as continuing offences pursuant to section 429 of the *Municipal Act*.

## 12. OBSTRUCTION

- 12.1. No **Person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Person** exercising a power or performing a duty under this By-law.
- 12.2. No **Person**, who has been alleged to have contravened any of the provisions of this By-law, shall fail to identify themselves to the **Officer** upon request. Failure to do so shall be deemed to have obstructed or hindered the **Officer** in execution of their duties.

## 13. PENALTIES

- 13.1. Every **Person** guilty of an offence under this By-law may be subject to one or more of the following:
- a) **Set Fines** as permitted under the *Provincial Offences Act*; and/or
  - b) **Set Fines** as permitted under the *Fire Protection and Prevention Act*, 1197, S.O.1997, c.4, as amended; and/or
  - c) **Set Fines** as permitted under O.Reg. 213/07: Fire Code; and/or
  - d) **Set Fines** as permitted under the *Building Code Act* 1992, S.O. 1992, c.23; and/or
  - e) **Set Fines and Demerit Points** as outlined in Schedules "A and B" of this By-law.
- 13.2. Every **Person** who contravenes any provision of this By-law, or fails to comply with an Order issued pursuant to this By-law, is guilty of an offence and liable to a fine of

- a) on a first offence, no more than \$50,000.00; and
- b) on a second offence and each subsequent offence, not more than \$100,000,

and such other penalties, as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended, and the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.

13.3. Where a corporation contravenes any provision of this By-law or fails to comply with an Order issued pursuant to this By-law, every director or officer of the corporation who commits, concurs, assents to, or acquiesces to such contravention is guilty of an offence, and on conviction, is liable to a fine of

- a. on a first offence, no more than \$50,000.00; and
- b. on a second offence and each subsequent offence, not more than \$100,000,

and such other penalties, as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended, and the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.

13.4. Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended.

13.5. If a **Person** convicted of an offence for contravening a provision of this By-law or an order made under this By-law, the court in which the conviction has been entered, and any court of competent jurisdiction, thereafter, may order the person, to correct the contravention in such manner and within such period as the court considers appropriate.

13.6. In addition to any penalty otherwise provided for in this By-law, every person convicted of an offence under this By-law is liable to a fine of not more than \$10,000 for each day during which the offence continues.

13.7. Where a **Person** has been convicted of an offence under this By-law by a court of competent jurisdiction, the court may in addition to any other penalty imposed on the **Person** convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the **Person** convicted directed toward the continuation or repetition of the offence.

#### 14. COLLECTION OF UNPAID FINES

14.1. Pursuant to Section 441 of the *Municipal Act*, if any part of a fine for a contravention of this By-law remains unpaid after the fine becomes due and payable under Section 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, ("Provincial Offences Act") including any extension of time for payment ordered under that Section, the **Licence Issuer** may give the **Person** against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. If the fine remains

unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 351 of the *Municipal Act* and may be added to the **Owner's** tax roll and collected in the same manner as **Property** taxes.

## 15. DEMERIT POINT SYSTEM

- 15.1. A demerit point system is established, without prejudice to and without precluding the use of options otherwise available to enforce this by-law or any other by-law of the **Municipality** or *Provincial Act* or Regulation including, but not limited to, set fines, and actions pursuant to the *Building Code Act*, *Fire Protection and Prevention Act*, and the *Provincial Offences Act*.
- 15.2. If at any time an **Officer** determines that the operation of a licensed **STR** does not comply with any part of this By-law, the **Officer** shall impose **Demerit Points** against the **STR Property**.
- 15.3. **Demerit Points** shall remain in place until the two (2) year anniversary of the date on which the **Demerit Points** were imposed.
- 15.4. If the total number of **Demerit Points** in effect respecting an **STR** is seven (7) or more but fewer than fifteen (15), the **Owner** is required to provide to the satisfaction of the **Officer** written confirmation of the measures to be implemented by the **Owner** to avoid the imposition of further **Demerit Points**.
- 15.5. If the total number of **Demerit Points** in effect respecting an **STR** is fifteen (15) or more, the **Officer** shall immediately revoke the **Licence**.

## 16. SERVICE OF DOCUMENTS

- 16.1. The **Municipality** may serve any document under this By-law, within thirty (30) days of becoming aware of the alleged offence, personally to the **Person** named on the notice, by email to the last known email address of the **Person** to whom service is to be made, and by registered or regular mail addressed to the **Person** to whom the document is to be given at the **Person's** last known address.
- 16.2. Service by registered or regular mail under subsection 16.1 shall be deemed to have been made on the fifth day after the day of mailing.
- 16.3. A **Person's** last known address includes the address provided by the **Person** to the Municipality as identified in the property tax file.

## 17. SEVERABILITY

- 17.1. If a Court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

**18. SCHEDULES**

18.1. The following schedules attached hereto form part of this By-law:

Schedule “A” DEMERIT POINTS FOR VIOLATIONS UNDER SHORT-TERM RENTAL LICENCE

Schedule “B” SET FINE SCHEDULE

**19. MUNICIPALITY NOT LIABLE**

19.1. The Municipality assumes no liability for property damage or personal injury resulting from remedial action or remedial work undertaken with respect to any **Person** or **Property** that is subject of this By-law.

19.2. A decision of a Court stating that one or more of the provisions of this By-law are invalid in whole or in part does not affect the validity, effectiveness, or enforceability of the other provisions or parts of the provisions of this By-law.

**20. EFFECTIVE DATE**

20.1. This By-law comes into effect on \_\_\_\_\_, 2024

THAT this By-law No. xx-2-2024, being a By-law to Licence and Regulate Short-Term Rental Unit within the Municipality of Whitestone is hereby passed this xx day of xxxxx, 2024 and shall come into force on xxxxxx, 2024.

\_\_\_\_\_  
Mayor George Comrie

\_\_\_\_\_  
CAO/Clerk Michelle Hendry



**SCHEDULE “A”  
To By-law No. xx-2024**

**Demerit Points for Violations under  
Short-Term Rental Unit Licence**

Column 1 – Infraction	Column 2 – Section #	Column 3 – Demerit points
1. Operating Short-Term Rental for Commercial activities	11.3	7
2. Exceed the maximum number of <b>Persons</b> permitted on the <b>Premises</b>	3.9 (a) & (b) 11.10 & 11.11	4
3. Failure to respond to concern within sixty (60) minutes	4.1 (e)	4
4. Failure to respond to concern within four (4) hours	4.1 (e)	4
5. Failure to provide Waste Diversion Education	3.8	4
6. Clean Yards By-law conviction related to <b>Premises</b>	n/a	5
7. Noise By-law conviction related to <b>Premises</b>	n/a	3
8. Open Air Burning By-law conviction related to <b>Premises</b>	n/a	4
9. Using or permitting <b>Premises</b> to be used contrary to the Parking Management Plan	3.16 4 (n) (f)	3
10. Operate, use, advertise or offer a Short-Term Rental without a <b>Licence</b> or with a revoked, suspended or expired <b>Licence</b> .	11.2 11.9	7
11. Contravention of Section 3 - <b>Licence</b> Requirements	11.17	7
12. Failure to produce a copy of the signed <b>Licence</b>	11.5	2
13. Hinder or obstruct or attempt to hinder or obstruct any <b>Officer</b> exercising a power or performing a duty under this By-law	12	7
14. Provide false information on an Application	11.4	2
15. Fail to comply with an Order issued by an <b>Officer</b>	8	5
16. <i>Building Code Act</i> Order/Conviction	n/a	7
17. <i>Fire Protection and Prevention Act</i> /Fire Code Order/Conviction	n/a	7
18. Non-Compliance with any other Municipal By-laws not listed	n/a	3

**SCHEDULE “B”  
To By-law No. xx-2024**

**Set Fine Schedule**

Column 1 – Infraction	Column 2 – Section #	Set Fine
1. Operating Short-Term Rental for Commercial activities	11.3	\$5,000
2. Exceed the maximum number of <b>Persons</b> permitted on the <b>Premises</b>	3.9 (a) & (b) 11.10 11.11	\$2,500
3. Failure to respond to concern within sixty (60) minutes	4.1 (e)	\$1,500
4. Failure to attend site to respond to concern within four (4) hours	4.1 (e)	\$1,500
5. Using or permitting <b>Premises</b> to be used contrary to the Parking Management Plan	3.16 4 (n) (f)	\$5,000
6. Failure to provide Waste Diversion Education	3.8	\$1,500
7. Operate, use, advertise or offer a Short-Term Rental without a <b>Licence</b> or with a revoked, suspended or expired <b>Licence</b> .	11.2 11.9	\$5,000
8. Contravention of Section 3 – Licencing Requirements	11.17	\$5,000
9. Failure to produce a copy of the signed <b>Licence</b>	11.5	\$2,500
10. Hinder or obstruct or attempt to hinder or obstruct any <b>Officer</b> exercising a power or performing a duty under this By-law	12	\$5,000
11. Failure to advise <b>Renters</b> and <b>Guests</b> how to access emergency services that may not be provided due to private/unmaintained and/or water access	3.11	\$5,000
12. Failure to provide fire extinguisher	3.12 3.13	\$5,000
13. Contravention of an Order under any Act or this By-law	8	\$2,500
14. <i>Building Code Act</i> conviction	n/a	As per the Act
15. <i>Fire Protection and Prevention Act</i> /Fire Code conviction	n/a	As per the Act
16. Non-Compliance with any other Municipal By-laws not listed	n/a	\$5,000

## **SHORT-TERM RENTAL (STR) Renter's Code of Conduct and Acknowledgement**

### **1. Purpose of the Code**

- Maximizes the enjoyment of all properties in the Municipality of Whitestone
- Ensures the safe operation of a Short-Term Rental Premises
- Acknowledges residents of Whitestone adjacent and in the vicinity of the STR have the right to enjoy their properties without nuisance
- Establishes acceptable standards of behaviour for Renter(s) and Owner(s)
- Defines requirements for Renter accountabilities for an STR Premises

### **2. Renter acknowledgement of requirements of a Short-Term Rental Premises and posted documents:**

- Maximum Number of Renters and Guests – Posted in Licence
  - Includes non-occupying guests & residents, two (2) per Bedroom
  - Exceeding occupancy may cause septic system malfunction
- Posted documents by Owner(s) including a copy of the current STR Licence
- Premises address and phone number
- Type of access to the STR Premises, where one of the following must be checked:
  - Year-round maintained public road
  - Seasonally maintained road
  - Private road / Right-of-way
  - Water access
- Emergency Services Statement: If the type of access to the STR Premises is NOT a year-round maintained public road, the following statement must be posted with the address:

*As this STR Premises is not accessible by a year-round maintained public road, emergency response times may be delayed to this location.”*

- Licensee and Owner name and contact information
- STR Responsible Person for Emergency and By-law concerns
- Fire Department Inspection results
- A copy of approved Site Plan (with parking plan)
- A copy of the Renters Code of Conduct
- A copy of the current Noise By-law
- A copy of the current Dog By-law
- A copy of Open Air Burning By-law

**No Fireworks are Permitted when the Premises is rented.**

### **3. Short-Term Premises shall have the following:**

- Operating Smoke Alarms as per Ontario Building Code;
- Carbon Monoxide Alarms as per Ontario Building Code;
- One Class ABC Fire Extinguisher in any Cooking area;

### **4. Renter accountability while using a Short-Term Premises**

- The Renter acknowledges the STR has posted documents listed above (section 2)
- The Renter acknowledges that continued non-compliance with any By-law may result in enforcement measures being taken against themselves and/or the Owner. Consider some examples below:
  - *Noise contrary to by-law*
  - *Number of people using STR Premises contrary to approved Licence*
  - *Allowing dog(s) off leash, on private or public property, contrary to by-law*
  - *Parking on the road or Premises contrary to by-law*
  - *Leaving garbage on Premises that creates nuisance or odour*
  - *Outdoor burning contrary to By-law*

### **Renter(s) Acknowledgement (must be signed by every Renter):**

I, having read the above, acknowledge that I am renting this STR from a valid Licensee in Whitestone and undertake to conduct myself as well as those that are occupying this Property at the same time in accordance with this Code and all applicable legislation and by-laws. I understand that my action(s), if found in contravention of applicable laws, may subject the Licensee to demerit points against their Licence and may include enforcement measures against myself, guests or the Licensee(s) including fines.

I am aware that applications for a Licence and issued Licences will be posted on the Municipality's website, including information such as the legal description, civic address, and owners' and Responsible Person's contact information.

_____ Name of Renter (Print)	_____ Signature of Renter	_____ Date
_____ Name of Renter (Print)	_____ Signature of Renter	_____ Date
_____ Name of Renter (Print)	_____ Signature of Renter	_____ Date
_____ Name of Renter (Print)	_____ Signature of Renter	_____ Date

**SHORT-TERM RENTAL (STR)  
Owner / Licencee Acknowledgement Form**

**STR Premises Civic Address:** \_\_\_\_\_

**Name of Owner / Licencee:** \_\_\_\_\_

I / We the Owner(s) / Licencee(s) (please circle one), understand and acknowledge that:

1. The **STR** Premises shall be operated in accordance with the **STR** Licencing By-law, and all applicable Acts, regulations or other municipal by-laws;
2. The **STR** Property is used primarily for residential purposes and that each and every **Owner** understands their responsibilities as a **Licencee**;
3. The **STR** Premises shall post valid **STR** Licence and documentation, visible for inspection and to the Renter(s), in the Dwelling interior, as per **STR** Licencing By-law;
4. Nothing herein allows an Owner or Licencee to rent a Premises other than those identified on the Licence, based on submitted documentation and Site Plan;
5. The Owner(s) / Licencee(s) will be held Responsible for contraventions of any municipal by-law by Persons found using the **STR** Premises, and may be subject to demerit points, fines or other enforcement measures;
6. Entry onto any land at any reasonable time, may occur for the purposes of:
  - carrying out an inspection; or
  - determining compliance with **STR** Licencing by-law; or
  - verifying complaints received under a municipal by-law; or
  - verifying compliance with an order issued; or
  - requiring that a matter or thing be done;by any of the following Persons upon presenting proper credentials:
  - The Chief Building Official or their designate(s);
  - By-law Enforcement Officer or their designate(s);
  - Chief Fire Official or their designate(s);
  - An Officer (as listed above) accompanied by Municipality staff or authorities;
  - An Agent for the Municipality;
7. The Licencee is Responsible for renewing an **STR** Licence by forwarding any required application and supporting documents as per the **STR** Licencing By-law prior to the expiry date of the Licence;
8. The Licencee is Responsible for informing the Municipality in writing of any changes to an **STR** Premises, such as occupancy, size, or days of use, within fourteen (14) days of such change or deviation;
9. The submission of false or misleading information to the Municipality will void the application, cause current Licence(s) to be revoked and may be subject to further enforcement measures.

AND, I / We understand that any breach of this acknowledgement, provisions of the **STR** Licencing By-law or any other municipal by-law may result in the **STR** Licence being suspended, revoked, or not accepted for renewal by the Municipality.

**Owner(s) and Licencee Acknowledgement (must be signed by every Owner and Licencee):**

Name of Owner (Print)	Signature of Owner	Date
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Name of Owner (Print)	Signature of Owner	Date
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21 Church Street  
Dunchurch, Ontario P0A 1G0  
Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Michelle Hendry, CAO/Clerk

**Date:** May 21, 2024

**Re:** DRAFT Short Term Rental Unit By-law

### Background:

At the November 7, 2023 Regular Council meeting, Staff report ADMIN-2023-13, Short Term Rental Unit By-law Update was presented to Council (attached as SCHEDULE 1, including Attachments 1 to 5). The following resolution was passed:

**THAT** the Council the Municipality of Whitestone receives report ADMIN-2023-13 (Short Term Rental Unit By-law update) for information;

**AND THAT** the Council of the Municipality of Whitestone request staff to schedule a hybrid Public Consultation Meeting in respect of the proposed update of the Municipality of Whitestone the Short Term Rental By-law.

As of November 7, 2023 (the date of the above referenced report), fourteen (14) Rental Unit Licences had been issued. As of May 13, 2024, twenty-two (22) licences have been issued.

A public consultation meeting was held on March 19, 2024 as part of the Regular Council meeting (attached as SCHEDULE 2 – FAQ RE Short Term Rentals from the March 19, 2024 meeting)

### Overview:

The DRAFT By-law / Short Term Rental Unit Policy was developed with input from various staff, the By-law Enforcement Officer, discussion with two (2) members of Council who participated in the original Short Term Rental By-law Committee, discussions with numerous Municipalities who have successful By-laws in place (including Lake of Bays and their By-law staff) and a review of a number of other Rental Unit By-laws from other Ontario Municipalities.

The Township of the Lake of Bays By-law was utilized as a starting point for the DRAFT By-law (as recommended by the Short Term Rental Unit By-law Committee in 2021/2022).

The DRAFT By-law is comprehensive and will take time and effort to administer. It will provide an improved and enforceable By-law for the Municipality to assist in the management of private property Short Term Rental Units.

**SCHEDULE 1** – November 7, 2023, Report ADMIN-2023-13, Short Term Rental Uni By-law Update

**SCHEDULE 2** – March 19, 2024, FAQ prepared for Public Consultation Meeting



## Municipality of Whitestone Report to Council

**Prepared for:** Council

**Department:** Administration

**Agenda Date:** November 7, 2023

**Report No:** ADMIN-2023-13

**Subject:**

Short Term Rental Unit By-law update

**Recommendation:**

**THAT** the Council the Municipality of Whitestone receives report ADMIN-2023-13 (Short Term Rental Unit By-law update) for information;

**AND THAT** the Council of the Municipality of Whitestone schedule a Public Consultation Meeting in respect of the proposed update of the Municipality of Whitestone the Short Term Rental By-law.

**Background:**

In 2021, Council recognized the importance of reviewing and updating By-law 20-2014, being a By-law for the licensing, regulation and governing of rental units in the Municipality of Whitestone.

The By-law was written and enacted by Whitestone Council in 2014 in order to acknowledge and regulate Short Term Rental Units. Property owners with Short Term Rental accommodation could apply for a Licence from the Municipality.

SECTION 1 of the By-law reads:

*No person shall use any dwelling as a Rental Unit unless they hold a current license issued pursuant to this By-law.*

Other sections in the By-law include General Rental Unit Requirements, modest License fees (unchanged since 2014), Fire Inspection requirements, License issuing criteria, Penalties and Violations, Appeal and Administration.

The number of Licenses issued under this By-law for the past three years is as follows:

2021 - 14 licenses

2022 - 11 licenses

2023 - 14 licenses

In the past number of years, there has been an increase in the number of short-term rentals not only in Whitestone but throughout Ontario however a very small number of licenses (as noted above) have been applied for and issued in Whitestone. There is no confident way of determining the number of actual short-term rental units in Whitestone; it is estimated to be well over 100.

The companion document to By-law 20-2014, is the Zoning By-law which prior to June 2022, defined a 'rental unit' as follows:

*"Rental Unit means a detached dwelling that is offered as a place of temporary residence, lodging or occupancy by way of lease, rental agreement or similar commercial arrangement. A rental unit does not include lodging found in any Tourist Commercial (C2) Zone, including a motel, hotel, rental cottage, tourist cabin, bed and breakfast, nor does it include a property rented for two weeks or less in any calendar year, and it excludes any rentals that exceed 30 consecutive days or more to the same tenant, throughout all or part of a calendar year."*

The reference to 'rented for two weeks or less in any calendar year' created significant challenges in respect to enforcement of the By-law.

Regulating short-term rentals has been in the news in the past few years as municipalities seek ways to balance the economic benefits of short-term rentals with the needs of the neighborhoods they exist in, supporting both property owners who undertake short-term rentals and the surrounding community.

### **Ad Hoc Committee**

In March 2021, Council passed the following resolution:

#### **Resolution No. 2021-087**

**Moved by:** Councillor Joe Lamb

**Seconded by:** Councillor Beth Gorham-Matthews

11.2 Proposed Ad Hoc committee to review and update By-law 20-2014, Being a By-law for the licensing, regulating and governing of rental units in the Municipality of Whitestone

**THAT** the Council of the Municipality of Whitestone supports the creation of an Ad Hoc Committee to review and update By-Law 20-2014, being a By-law for the licensing, regulating and governing of rental units;

**AND THAT** the following representatives sit on this committee,

Councillor Joe McEwen  
By-Law Enforcement Officer Paul Rossiter  
Paula Macri, Planning Assistant  
Councillor Joe Lamb

**Carried**



In February 2022, Mayor Comrie replaced Councillor Lamb on the Ad Hoc Committee.

In addition to the above Committee members, the Ad Hoc Committee received guidance from Paul Dray (Paul Dray Legal Services) and John Jackson (Land Use Planner for the Municipality) and assistance from the CAO/Clerk.

At the June 21, 2021 Council meeting, Paula Macri, Planning Assistant provided a Memorandum recommending an update to the Zoning By-law (based on recommendations from Paul Dray) **ATTACHMENT 2**

The following resolution was passed:

**Resolution No. 2021-216**

**Moved by:** Councillor Joe Lamb

**Seconded by:** Councillor Joe McEwen

**11.2 Memo: Update on Rental Unit By-Law review**

THAT the Council of the Municipality of Whitestone does hereby receive the update on Rental Unit By-Law review, for information and provides direction to Staff to initiate a Zoning By-law amendment as recommended by Municipal Prosecutor Paul Dray in order to align the Zoning By-law with the intent of the Rental Unit By-law.

**Carried**

Subsequently, on June 21, 2022, following the appropriate planning process and Public meeting, By-law 34-2022 was enacted. This By-law amended the Municipality of Whitestone Zoning By-law No. 07-2018 to replace the definition of Rental Unit with a new definition of Short Term Rental Unit (**ATTACHMENT 4**)

**Ad Hoc Committee meetings**

Meetings were held on the following dates:

- April 16, 2021
- September 16, 2021
- March 16, 2022
- May 26, 2022
- August 18, 2022
- August 24, 2022

The Ad Hoc Committee reviewed numerous Short Term Rental By-laws from municipalities in Ontario and decided on the Township of Lake of Bays approach. Staff were asked to take the comments and suggestions of the Ad Hoc Committee and integrate these into a new Draft By-law for Whitestone.

For a number of reasons (2022 Municipal Election, the new Council considering the strategic direction for the 2022-2026 Term of Council and staff shortages) not a great deal of work was

accomplished on the Draft By-law in 2023 beyond the updates recommended from the Ad Hoc Committee.

During the Council Strategic Planning discussions in 2023, the Short Term Rental By-law was identified (among others) as a priority to move forward in the current term of Council.

Staff recently met with Mayor George Comrie and Councillor Joe Lamb (both of whom contributed to the process in 2021 and 2022) in September of 2023. The work to date was revisited and consideration was given to the next steps. By-law Enforcement Officer, Paul Rossiter attended one of these meetings.

The Draft By-law was reviewed at the September meetings with the expectation that further minor refinements were required prior submitting to Council and the Public for review.

It was determined through the various meetings that consideration should be given to:

- Appropriate enforcement clauses to ensure the By-law can be enforced and will withstand any legal challenges.
- Significant penalties for non-compliance.
- Maintain a reasonable / low cost License fee.
- Consider the correct wording to be utilized for septic system compliance.
- Ensure appropriate parking management for the intended use and capacity of the rental unit to accommodate vehicles/boats.
- Implement a Code of Conduct for Renters and Owners.
- Consider a maximum occupancy limit that reflects a maximum number of people per bedroom and/or per dwelling.
- A requirement that the owner (or designate) must be able to attend the property within a reasonable amount of time to address issues if necessary.
- A demerit point system may be proposed to give negative points to rentals that do not comply with the Licensing By-law or other municipal By-laws. If a maximum number of demerit points is reached, the license may be revoked.

In addition to the above and the development of a robust By-law, Council may want to investigate the implementation of the Transient Accommodation Tax:

O. Reg. 435/17: TRANSIENT ACCOMMODATION TAX  
<https://www.ontario.ca/laws/regulation/170435>

See **ATTACHMENT 5** (FAQ for TRANSIENT ACCOMMODATION TAX)

### **Next Steps**

Before finalizing the *DRAFT* By-law for Short Term Rentals, Staff recommend holding a stand-alone Public Consultation Meeting on the matter.

The Whitestone community has reached out to Council and Staff at numerous intervals in the past number of years with varying concerns, opinions and in some cases, continuing support for Short Term Rentals.

A Public Meeting will allow Council to listen, gather information / opinions / concerns and allow for informed decision making in respect of an updated By-law.

**Financial Considerations:**

No Financial impacts at this time

**Link to Strategic Plan:**

**3.6 Review policies, procedures, and processes**

The Municipality will review established policies, By-laws, procedures, and processes to bring them up-to-date and to ensure their consistency with this Strategic Plan, the Whitestone Official plan and best municipal practices.

**Respectfully submitted by:**

  
Michelle Hendry  
Chief Administrative Officer/Clerk

**ATTACHMENTS:**

- ATTACHMENT 1** By-law 20-2014, being a By-law for the licensing, regulating and governing of rental units in the Municipality of Whitestone
- ATTACHMENT 2** Memorandum from Paula Macri, Planning Assistant dated June 21, 2021
- ATTACHMENT 3** Report from John Jackson Planner, Short Term Rental By-laws, date April 25, 2022
- ATTACHMENT 4** By-law 34-2022, being a By-law to amend the Municipality of Whitestone Zoning By-law No. 07-2018 for the purpose of enacting a revision of the definition of Short Term Rental Unit
- ATTACHMENT 5** FAQ'S for TRANSIENT ACCOMMODATION TAX

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**BY-LAW NO. 20-2014**

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**A BY-LAW FOR THE LICENSING, REGULATING AND GOVERNING OF  
RENTAL UNITS IN THE MUNICIPALITY OF WHITESTONE**

---

**WHEREAS** the Municipal Act authorizes municipalities to enact licensing by-laws;

**AND WHEREAS** the Council of the Corporation of the Municipality of Whitestone has enacted a zoning by-law amendment that allows a Rental Unit in all zones permitting a residential dwelling, subject to the Rental Unit being licensed in accordance with the Municipality's Rental Unit Licensing By-law;

**AND WHEREAS** the Council of the Corporation of the Municipality of Whitestone considers it advisable and appropriate that the licensing, regulating and governing of Rental Units be established;

**NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**, as follows:

**SECTION 1 – PROPERTIES REQUIRING RENTAL UNIT LICENSE**

- 1.1 No person shall use any dwelling as a Rental Unit unless they hold a current license issued pursuant to this By-law.
- 1.2 Only the Registered Owner or the Lessee of the dwelling may obtain a Rental Unit License. Where the Registered Owner or the Lessee is a Corporation, the principal shareholder of the Corporation shall apply for the license, with the consent of the Corporation. In the event that the Corporation's share structure is such that the largest shareholders hold an equal amount of shares in the Corporation, then any of these shareholders may apply for and hold a license.

**SECTION 2 – GENERAL RENTAL UNIT REQUIREMENTS**

- 2.1 The following is required to qualify for a Rental Unit License:
  - (a) proof of ownership;
  - (b) copy of survey or site plan (sketch);
  - (c) copy of the use permit for the property's sewage system;
  - (d) proof that realty taxes have been paid;
  - (e) any open building permits for the dwelling must be finalized;
  - (f) acknowledgement that the Registered Owner or Lessee is responsible for rental unit insurance;
  - (g) confirmation that all adjoining properties have been informed of license application; and,
  - (h) confirmation that the property complies with all laws or regulations.

**SECTION 3 – LICENSE FEES**

- 3.1 All applications for a license filed with the Municipality shall be accompanied by the fee for each license, as established by Council from time to time by resolution, and as currently specified in Schedule "A" to this By-law.
- 3.2 Licenses may be issued for up to three years.
- 3.3 A new license application must be filed before the earlier of the expiry of a current license or upon a change of ownership.

#### **SECTION 4 – FIRE INSPECTION**

- 4.1 Upon receipt of a Rental Unit License application, the Chief Fire official, or a designate, shall conduct an inspection of the dwelling to ensure compliance with current code requirements.
- 4.2 Prior to the issuance of a Rental Unit License, the Chief Fire official or a designate must approve the application.

#### **SECTION 5 – LICENSE ISSUE**

- 5.1 Upon receipt of a Rental Unit License application, the following procedures shall take place:
  - (a) the application will be received and reviewed in accordance with any regulations governed by this By-law; and,
  - (b) an inspection as may be necessary will be carried out to determine whether the property is in compliance with the provisions of this By-law, all other by-laws of the Municipality, any regulations and any approved site plans.
- 5.2 If the Rental Unit License application conforms to the provisions of this By-law, all other by-laws of the Municipality and all applicable regulations, and approved site plans then the Municipal Clerk or his/her designate shall issue a license.
- 5.3 The Municipal Clerk may refuse to issue a license if the information submitted on the application is incomplete or incorrect.
- 5.4 The following shall be posted in a conspicuous location in the Rental Unit:
  - (a) a copy of the license;
  - (b) a copy of 911/Civic Address;
  - (c) a copy of a survey/site plan;
  - (d) the license holder's address/contact information;
  - (e) the name and number of an emergency contact person;
  - (f) a copy of a notice regarding the drinkability of the water;
  - (g) a copy of Municipal Noise By-law;
  - (h) a copy of Municipal Open Air Burning and Fireworks By-laws; and,
  - (i) a copy of the Municipal Dog By-law.

#### **SECTION 6 – PENALTIES AND VIOLATIONS**

- 6.1 It shall be the responsibility of the license holder to ensure that there is compliance with this By-law and all other applicable by-laws.
- 6.2 When, in the opinion of the Municipal Clerk, a violation of this By-law has occurred or exists, the Municipal Clerk or his/her designate shall issue a written compliance notice to the license holder. The notice shall specify those sections of the By-law which are being violated and shall state that the license holder has seventy-two (72) hours from the delivery of the compliance notice in which to correct the alleged violation, failing which the Municipality may correct the alleged violation at the expense of the licence holder or revoke the Rental Unit License.
- 6.3 Service of any notice under this section shall be carried out by personal service or by registered mail upon the license holder, or by posting the property, or by delivering the notice to the address of the Owner of the property as listed in the assessment roles of the Municipality.
- 6.4 The Rental Unit License may be revoked, suspended or made subject to special conditions, including an administrative fee, by the Municipal Clerk or his/her designate for:
  - (a) any ongoing breach of the provisions of this By-law; or
  - (b) any breaches of the provisions of any other applicable by-laws or regulations; or

- (c) any refusal to comply with any compliance notice of violation within 72 hours.
- 6.5 Every person who contravenes any provision of this By-law is guilty of an offence and all contraventions of this By-law are designated as continuing offences pursuant to section 429 of the *Municipal Act, 2001*, S.O. 2001, c.25.
- 6.6 Every person who contravenes any provision of this By-law is guilty of an offence for each day or part of a day that the offence continues and on conviction is liable to a fine for each offence, as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 and the *Municipal Act, 2001*, S.O. 2001, c. 25.
- 6.7 Every Director or Officer of a corporation who contravenes this By-law is guilty of an offence for each day or part of a day that the offence continues and on conviction is liable to a fine for each such offence, as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P. 33 and the *Municipal Act, 2001*, S.O. 2001, c. 25.
- 6.8 Where a person has been convicted of an offence under this By-law, the Court may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed toward the continuation or repetition of the offence.

**SECTION 7 – APPEAL**

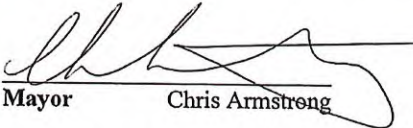
- 7.1 An applicant whose application has been refused, or a Licensee whose license has been revoked, suspended or made subject to special terms or conditions and who is not satisfied with the refusal, revocation, suspension or the terms or conditions, may appeal this decision to Council.
- 7.2 Every person who initiates an appeal to Council of a decision made under this By-Law shall submit a notice of appeal within 14 days of a refusal, revocation, suspension or decision to impose special terms or conditions, together with the prescribed fee.

**SECTION 8 – ADMINISTRATION**

- 8.1 The Municipal Clerk or his/her designate shall be responsible for the administration and enforcement of this By-law.
- 8.2 The definitions found in the Municipality’s zoning by-law shall apply to this By-law, where applicable.
- 8.3 Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders and the past, present or future tense or other related form of defined term shall have the same meaning as the defined term.

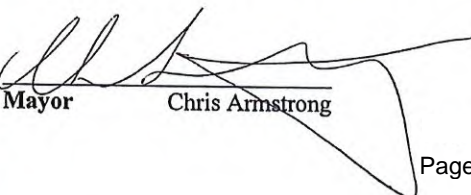
This By-law shall come into full force and effect of the final date of passage hereof, at which time all by-laws that are consistent with the provisions of this By-law and the same are hereby repealed insofar as it is necessary to give effect to the provisions of this By-law.

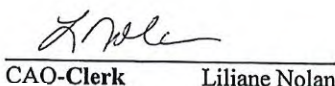
Read a First and Second time this 17<sup>th</sup> day of March, 2014.

  
 Mayor Chris Armstrong

  
 CAO-Clerk Liliane Nolan

Read a Third time and Passed, Signed and Sealed this 17<sup>th</sup> day of March, 2014.

  
 Mayor Chris Armstrong

  
 CAO-Clerk Liliane Nolan

**SCHEDULE "A"**

**FEEES**

**RENTALS**

**Annual Fee \$200.00 (Non-refundable)**

- License holders shall pay their license fee for the years they are licensed. Invoices will be sent out in October, prior to the next licensing year. Should the fee not be paid, the Rental Unit License will be revoked.

**Administrative Fee (see Section 6.4)**

- \$200.00

**Appeal Fee (see section 7.2)**

- \$200.00



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## MEMORANDUM

**To:** Mayor and Council

**Cc:** Michelle Hendry, CAO/Clerk

**From:** Paula Macri, Planning Assistant

**Date:** June 21, 2021

**Re:** By-law 20-2014, A By-law for the Licensing, Regulating and Governing of Rental Units in the Municipality of Whitestone

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### Background:

Council recommended a review and update of the current By-law 20-2014, Regulating and Governing of Rental Units. A small Committee was formed for this purpose with the intent of reviewing wording, provisions and enforceability.

### Consultations:

The following people were consulted during the process and have provided input to date:

Councillor Joe Lamb  
Councillor Joe McEwen  
Paula Macri, Planning Assistant (and current administrator of the Rental Unit Licensing)  
By-Law Enforcement Officer, Paul Rossiter  
Municipal Prosecutor, Paul Dray  
Clerks Department

### Discussion:

At the first meeting of the Committee, it was decided that a review of the By-law by Municipal Prosecutor, Paul Dray would be the best first step. Paul Dray has been working with other Municipalities on Rental Unit By-laws and has some familiarity with the issue.

Mr. Dray provided written recommendations as follows and indicated that prior to a review and update of the current By-law, the following changes be made to the current Zoning By-law:

- a) *Delete the definition of "Rental Unit" and replace it with "Short Term Rental Unit" to eliminate any confusion of potential conflict with the use of the term of "Rental Unit" as it relates to "Rental Cottage Establishment".*



- b) Define "Short Term Rental Unit" as "means the use of a dwelling or dwelling unit that is available for rent in its entirety for a period of thirty (30) consecutive days or less, to provide temporary lodging to the travelling of vacationing public but does not include a bed and breakfast establishment or the commercial uses permitted in the Tourist Commercial (C2) Zone of the Municipality's Zoning By-law."

Please note the above definition:

- assumes that only the commercial uses under the Tourist Commercial (C2) Zone are exempt;
  - deletes "nor does it include a property rented for two weeks or less in any calendar year" as this conflicts with the purpose of licensing short term rental unit accommodations to ensure the safety and compliance with the various regulations
- c) Delete "Rental Unit, licensed by the municipality" from Section 4.01 (a), 6.01 (a) and 7.01 (a) and replace it with "Short Term Rental Unit".

Including "licensed by the municipality" results in the "rental unit" not being a "rental unit" unless it is licensed which restricts your ability to enforce.

Once the above changes are made to the Zoning By-Law, the licensing by-law can be updated to include provisions to restrict advertising without a licence, to ensure continuity with the zoning and to enhance the regulatory framework and enforcement provisions.

**Recommendation:**

Staff recommend that the above recommendations from Paul Dray be accepted and that direction be given to initiate an update to the Zoning By-Law.



**Planner, Inc.**

1 Mall Drive Unit #2, Parry Sound, Ontario P2A 3A9

Tel: (705) 746-5667 E-Mail: JJPlan@Vlanet.ca

April 25, 2022

## REPORT TO COUNCIL

### SHORT TERM RENTAL BY-LAWS

#### BACKGROUND

In 2014, the Municipality of Whitestone enacted a licensing By-Law No. 20-2014 to regulate "rental units" in the Municipality. (Copy of By-Law 20-2014 is attached).

A "rental unit" is defined in the zoning By-Law as:

*"Rental Unit means a detached dwelling that is offered as a place of temporary residence, lodging or occupancy by way of lease, rental agreement or similar commercial arrangement. A rental unit does not include lodging found in any Tourist Commercial (C2) Zone, including a motel, hotel, rental cottage, tourist cabin, bed and breakfast, nor does it include a property rented for two weeks or less in any calendar year, and it excludes any rentals that exceed 30 consecutive days or more to the same tenant, throughout all or part of a calendar year."*

The licensing By-Law came forward to respond to a growing number of cottage owners that were making their cottages available for rent on a short term basis. In some cases, persons had multiple properties available for short term cottage rentals.

In some of these rentals, short term renters became reckless, violated municipal by-laws, often trespassed and complaints to the Municipality were occurring more frequently.

An Ontario Municipal Board ruling (Blue Mountains) determined that renting dwellings for a period of less than 30 days constituted a non-residential or commercial use, thereby in violation of residential zoning regulations.

Whitestone council decided that the proper approach was to allow short term rentals but to require renters to be licensed to ensure that landlords required renters to be responsible and follow the applicable municipal legislation.

Eight years later, the Municipality of Whitestone has undertaken a review of its rental licensing By-Law. The Municipality established a committee to undertake such a review. This committee has had the advantage of reviewing the experience of similar licensing regulations in other jurisdictions. It has also benefitted from the direct knowledge and experience of its Crown prosecutor, Paul Dray.

Paul Dray has had first hand experiences of the strengths and weaknesses of short term rental legislation from the perspective of enforcing such laws. In the case of controlling adverse impacts from short term rentals, the most meaningful part of the program is the ability to enforce the rules.

Paul Dray has agreed to assist with an update of the licensing By-Law, but before this happens, he has recommended a number of changes to the related clauses in the zoning By-Law. (Mr. Dray's letter is attached; Note: it is to be considered confidential).

### **ZONING CHANGES**

I have attached a draft zoning By-Law to make the changes supported by the committee.

### **BED AND BREAKFAST (B&B'S)**

It should be understood that the approach to B&B's in Whitestone is separate from any considerations of short term rentals.

A B&B is not permitted in a waterfront zone. A Rental Unit is permitted in all zones.

### **NOTICE**

The proposed zoning changes will impact or potentially impact all owners of land in the Municipality, it will need to be posted in the local newspaper and placed on the Whitestone website.

Respectfully Submitted.



John Jackson  
Encls.

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

BY-LAW NO. 34-2022

A By-law to amend the Municipality of Whitestone Zoning By-law No. 07-2018 for the purpose of enacting a revision of the definition of Short Term Rental Unit

WHEREAS pursuant to Section 34 of the Planning Act, as amended, the Council of the Municipality of Whitestone has passed By-law 07-2018 being the Zoning By-law for the Municipality of Whitestone;

AND WHEREAS the Council of the Municipality of Whitestone deems it advisable to amend Zoning By-law 07-2018 in order to update the provisions relating to short term rentals in the Municipality of Whitestone;

NOW THEREFORE COUNCIL OF THE MUNICIPALITY OF WHITESTONE HEREBY ENACTS AS FOLLOWS:

Definitions

- 1. Section 2.151, the Definition of "Rental Unit" is hereby deleted and is replaced with "Short Term Rental Unit" and is defined as follows:

"Short Term Rental Unit means the use of a dwelling or dwelling unit that is available for rent in its entirety for a period of thirty (30) consecutive days or less, to provide temporary lodging to the travelling or vacationing public but does not include a bed and breakfast establishment or the commercial uses permitted in the Tourist Commercial (C2) Zone of the Municipality's Zoning By-law."

Rural (RU), Rural Residential (RR) Waterfront Residential (WF1, WF2, WF3) Zones

- 2. Sections 4.01 a), 6.01 a) and 7.01 a), permitted uses for the Rural (RU), Rural Residential (RR) and Waterfront Residential (WF1, WF2, WF3) Zones in the Municipality of Whitestone's Zoning By-law No. 07-2018 are hereby amended by deleting "a Rental unit, licensed by the Municipality" replacing it with "Short Term Rental Unit"

This By-law shall take effect and come into force in accordance with the Planning Act.

READ a FIRST and SECOND time this 21st day of June, 2022.

Read a Third time and Passed, Signed and Sealed this 21st day of June, 2022.

Signatures of Mayor George Comrie and CAO-Clerk Michelle Hendry, with a central seal of the Municipality of Whitestone.

## Municipal Accommodation Tax (FAQs)

### Excerpt from the Tourism Industry Association of Ontario (TIAO)

<https://www.tiaontario.ca/cpages/home>

**1. Question:** For the purpose of these regulations, what is the definition of “transient accommodation”?

- Are transient campsites and boatslips to be captured in the definition?
- In hotel vernacular, “transient” captures all bookings for less than 10 rooms (leisure travel, business travel, etc.); “group” captures all bookings for 10 rooms or more (sport groups, conferences/conventions, in-bound groups, etc.) — does the MAT apply only to the “transient” bookings, or to the room rate on all bookings, including the “group” business? (Not for extended stay, only on rooms booked for less than 30 consecutive days in the same room)

The transient accommodation tax regulations under the *Municipal Act, 2001* and the *City of Toronto Act, 2006* do not define transient accommodation.

The transient accommodation tax authority allows each municipality that chooses to implement a transient accommodation tax to determine the types of short-term accommodation the tax would apply to. However, purchases that do not consist of accommodation cannot be taxed. Purchases that consist of accommodation that is not short-term in nature cannot be taxed.

Municipalities that have questions about the requirements of the legislation or regulations should discuss them with their legal counsel.

**2. Question:** How is a DMO defined under the new regulations?

The regulations do not provide a definition for a “Destination Marketing Organization (DMO).”

The transient accommodation tax regulation under the *City of Toronto Act, 2006* requires the City of Toronto to share a portion of their revenues from the tax, if they choose to implement a transient accommodation tax, with Tourism Toronto.

The transient accommodation tax under the *Municipal Act, 2001* requires municipalities that choose to implement a transient accommodation tax to share a portion of their revenues from the tax with an “eligible tourism entity.” Depending on the circumstances, this may be a Destination Marketing Organization, Regional Tourism Organization, or other not-for-profit tourism organization. The amount to be shared, and with whom, would depend on whether or not there is an existing destination marketing program in the community.

**3. Question:** Which levels of government can implement a Municipal Accommodation Tax?

All single-tier and lower-tier municipalities have the authority to put a municipal accommodation tax in place. A transient accommodation tax is not a requirement for local municipalities—rather, they have the flexibility to decide if they want to put the tax in place. Upper-tier municipalities (regional or county governments) do not have the authority to implement a tax.

**4. Question:** What are the specific tiers with regards to municipalities?

Please refer to the *Municipal Act, 2001, s. 1(1)* for definitions relating to various types of municipalities.

**5. Question: Can regional municipalities collect tax on behalf of lower-tier municipalities?**

Yes. Local municipalities that choose to impose a transient accommodation tax could reach an agreement with a person or entity to collect the tax on a municipality's behalf and this could include a regional municipality. It is up to the discretion of the local municipality's council to design the transient accommodation tax.

**6. Question: Is there a recommended percentage rate for a Municipal Accommodation Tax?**

No. Should a municipality choose to implement a transient accommodation tax, it has the flexibility to determine the design of the tax, including the tax rate.

**7. Question: Will a Municipal Accommodation Tax apply to short-term rentals such as Airbnb?**

The answer depends on decisions about the design of the tax made by the municipality's council.

The transient accommodation tax authority allows each municipality that chooses to implement a transient accommodation tax to determine the types of short-term accommodation the tax would apply to. The tax can only apply to accommodation that is short-term in nature. That means a local municipality could apply the tax to hotel accommodation only, or it could choose to apply the tax to other types of short-term accommodation, including transient accommodation offered through services such as Airbnb, or other accommodation that is short-term in nature. Please note that short-term accommodations at universities and colleges cannot be taxed under a municipal accommodation tax.

**8. Question: Are hotel amenity fees and service charges applicable under a Municipal Accommodation Tax (i.e. does the tax apply to the room rate only)?**

The answer depends on the nature of the fees or charges and decisions about the design of the tax made by the municipality's council.

The transient accommodation tax authority allows each municipality that chooses to implement a transient accommodation tax to determine the types of short-term accommodation the tax would apply to. The transient accommodation tax authority does not extend to incidental fees and charges unrelated to the purchase of accommodation. For example, the purchase of a meal in a hotel restaurant could not be considered transient accommodation and therefore could not be made subject to a municipal accommodation tax.

**9. Question: If municipalities don't want to implement a Municipal Accommodation Tax, can a DMP/DMF continue on as previous to the new regulations?**

Yes.

Decisions about whether to implement destination marketing programs continue to be industry-led. There is no provincial involvement. These fees are entirely a private-sector initiative. However, some tourism leaders have indicated that if a transient accommodation tax is in place, they will terminate their destination marketing programs due to competitiveness reasons.

When exploring either option, municipal and tourism partners may wish to consider all factors that will ensure their regions remain competitive tourism destinations. We encourage municipalities to work together with their tourism partners and to consider potential impacts on the tourism industry and consumers when making decisions about whether or how, to implement a tax on transient accommodation.

**10. Question: If a municipality chooses not to implement a Municipal Accommodation Tax, can DMPs/DMFs still be set up even though the regulations for a tax are in place?**

Yes.

Decisions about whether to implement destination marketing programs continue to be industry-led. There is no provincial involvement. These fees are entirely a private-sector initiative. However, some tourism leaders have indicated that if a transient accommodation tax is in place, they will terminate their destination marketing programs due to competitiveness reasons.

When exploring either option, municipal and tourism partners may wish to consider all factors that will ensure their regions remain competitive tourism destinations. We encourage municipalities to work together with their tourism partners and to consider potential impacts on the tourism industry and consumers when making decisions about whether or how, to implement a tax on transient accommodation.

**11. Question: Does HST need to be collected on a Municipal Accommodation Tax?**

Yes. The 13% Harmonized Sales Tax (HST) applies to the all-in price of transient accommodation, including any municipal accommodation tax.

We encourage municipalities that have questions about the requirements of the legislation or regulations to discuss them with their legal counsel.

**12. Question: The requirement to enter into an agreement (Section 6 (1) in the Municipal Act regulation and Section 5 (1) in COTA regulation) references that the financial accountability agreements “may provide for other matters”. What does that phrase mean, and does it suggest that the municipality may try to include how the funds are used?**

Under 5(1) of the COTA regulation and 6(1) of the MA regulation, it is mandatory to have an agreement that deals with reasonable financial accountability matters. It is optional for the agreement to deal with matters other than reasonable financial accountability matters. The statement that the agreements “may provide for other matters” clarifies this flexibility, and provides explicit authority for it. Thus, the agreement may deal with other matters (including the use of the money in a particular manner in promoting tourism) if the parties agree, but it doesn't need to deal with such matters if the parties choose not to do so, or can't agree on such matters.

**13. Question: Relating to the regulation under the Municipal Act in respect to revenue sharing (where a destination marketing program currently exists), under Section 4(1) it states: “this section applies if a destination marketing program exists in a municipality on the day before the tax comes into effect.” If a DMP existed at some time, but was cancelled to due to lack of participation, support etc.—and in that case, no DMP exists on the day before the hotel tax comes into effect in that municipality—would the proceeds of a tax be subject to 50% sharing?**

Yes. Section 5 of the transient accommodation tax regulation under the Municipal Act applies if a DMP does not exist in the municipality on the day before the tax comes into effect. In the case of a DMP that existed in the municipality in the past, but does not exist in the municipality on the day before the tax comes into effect, the municipality would be required to share 50% of the net revenues from the tax with one or more eligible not-for-profit tourism organizations chosen by the municipality.

**14. Question: Can funds collected as part of a Municipal Accommodation Tax be channeled to an economic development corporation?**

The answer depends on the activities of the economic development corporation. To be eligible to receive municipal accommodation tax revenue, a tourism entity must be a not-for-profit organization, whose mandate includes tourism promotion in Ontario or in a municipality.

Revenue shared with an eligible tourism entity must be used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products. The regulations also require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism.

**15. Question: Can a tourism entity negotiate with their municipality to receive more than the minimum share of revenue as outlined in the regulations?**

Yes.

Revenues from the transient accommodation tax that exceed the amount that municipalities are required to share with a not-for-profit tourism organization may be retained by municipalities for their own purposes. The sharing formula does not prevent municipalities from dedicating more than the required amount to tourism activities.

**16. Question: If a municipality agrees to share more than the minimum amount of Municipal Accommodation Tax revenue with a tourism entity as outlined in the regulations, will the municipality have control/say over how that money is to be spent?**

This should be part of the negotiation between the tourism entity and the municipality, and then clearly defined in the agreement between the two bodies.

The transient accommodation tax regulations do not govern municipal decisions to fund the local tourism sector above and beyond the sharing requirements set out under the transient accommodation tax regulations.

**17. Question: With regards to establishing the base amount for an existing DMF program, does the money collected by a hotel association in the calendar year (including monies collected in January 2018 for December 2017) count as the base? Or, is the base calculated using one of the following: 1) monies received by the DMO from the hotel association in the calendar year OR 2) monies committed by the hotel association to the DMO for the year.**

If an eligible tourism entity can demonstrate to the municipality's satisfaction that an amount was collected under a destination marketing program and received by them in respect of the eligible tourism entity's last fiscal year that ended before the tax came into effect, then the amount could be included in the tourism entity's base amount, even if not actually received in that year. Please refer to formula element "A" in Section 4(4) of the COTA regulation, and Section 4(5) of the Municipal Act regulation.

**18. Question: Will tourism organizations receiving proceeds from a Municipal Accommodation Tax be allowed to accumulate a reserve fund using monies not spent in a given year?**

If a hotel association (or other collecting tourism organization) has a reserve fund consisting of DMF funds collected in years prior to a tax being introduced, and the association decides to provide all or part of those reserves to a tourism organization during the reference fiscal year, only the portion of the reserve fund that was collected in the reference fiscal year would count toward the municipality's minimum sharing requirement. As well, any DMF amounts collected on transient accommodation provided in a municipality before a tax is in place, and put into a reserve by the hotel association and are paid to a tourism organization after a tax is in place,



would not decrease the municipality's minimum sharing requirement in the year the amounts are received by the tourism organization.

Regarding a potential reserve fund of tax revenues, please note that tax revenues shared with an eligible tourism entity must ultimately be used by the entity for the exclusive purpose of promoting tourism (which includes the development of tourism products).

**19. Question:** Are college and university dorm rooms exempt from the MAT during the school year? Are they exempt from the MAT during non-school use, i.e. summer, when they rent out the dorm rooms to other groups and travellers?

Yes, all accommodation at colleges and universities are exempt from the MAT at all times.

**20. Question:** In the Municipal Accommodation Tax Regulations (O. Reg. 435/17, s. 4(8) 2, and O. Reg. 436/17, s. 4(7) 2), it says that the annual percentage change (accelerator) will be calculated based on a 10-year period between the second year immediately preceding that particular fiscal and the 12<sup>th</sup> year immediately preceding the particular fiscal year. Does this mean that if a Municipal Accommodation Tax is implemented in 2018, in 2019 the tourism entity will receive the base amount from 2018, plus the accelerator as calculated 2007-2016?

Reference should be made to the regulations for detail about how to calculate the amount of tax revenues that must be shared.

Municipalities with a pre-existing destination marketing program that implement a tax would initially be required to share an amount that matches the revenues collected on transient accommodation provided in the municipality and received by the relevant not-for-profit tourism organization under a destination marketing program from accommodations in the municipality, in respect of the fiscal year before the transient accommodation tax came into effect.

In subsequent years, municipalities would need to adjust this "base amount" by applying the "tourism receipt factor", based on tourism receipts data for Ontario calculated by the Ministry of Tourism, Culture and Sport and posted on its website. The tourism receipt factor is the 10-year rolling average of the annual percentage change in Ontario's total tourism receipts, subject to a 2-year lag.

**21. Question:** After the second year of a Municipal Accommodation Tax, will the base amount be the total amount received in the second year, plus the accelerator, which will become the new base amount?

Reference should be made to the regulations for detail about how to calculate the amount of tax revenues that must be shared.

Municipalities with a pre-existing destination marketing program that implement a tax would initially be required to share an amount that matches the revenues collected on transient accommodation provided in the municipality and received by the relevant not-for-profit tourism organization under a destination marketing program from accommodations in the municipality, in respect of the fiscal year before the transient accommodation tax came into effect.

In subsequent years, municipalities would need to adjust this "base amount" by applying the "tourism receipt factor", based on tourism receipts data for Ontario calculated by the Ministry of Tourism, Culture and Sport and posted on its website. The tourism receipt factor is the 10-year rolling average of the annual percentage change in Ontario's total tourism receipts, subject to a 2-year lag.

**22. Question:** Are there options for who specifically collects funds raised by a Municipal Accommodation Tax? Does it have to be a municipality?

The regulation allows for the decision around who collects the funds raised by a Municipal Accommodation Tax to be made at the local level.

Under the *Municipal Act, 2001*, s. 400.5 and the *City of Toronto Act, 2006*, s. 271, municipalities that choose to impose a transient accommodation tax could reach an agreement with a person or entity to collect the tax on a municipality's behalf. It would be up to the discretion of the local municipality's council to design the transient accommodation tax.

The legislation stipulates that municipal bylaws implementing a transient accommodation tax must meet certain requirements, including setting out the manner in which it would be collected.

**23. Question: What enforcement powers will a municipality have for non-payment of a Municipal Accommodation Tax by hotels?**

If a municipality decides to implement a municipal accommodation tax, it would need to enact the appropriate bylaws in order to implement the tax. Should a municipality choose to implement a transient accommodation tax, it has the flexibility to determine the design of the tax, including the appropriate enforcement mechanism.

**24. Question: Is there a way for RTOs to get involved in collection of a transient accommodation tax?**

- **How to approach municipalities about this?**
- **Would government support this approach?**
- **Is there an opportunity for governance training for RTOs re: MAT?**

RTOs were established to improve coordination, investment and planning within the sector across Ontario. The RTOs' mandate is to provide leadership in four areas: marketing; product development; workforce development; investment attraction.

Additional activities of RTOs are subject to provincial approval as part of the business planning and Transfer Payment Agreement process.

**25. Question: Do municipalities need to spend their 50% of MAT revenue in the year following collection, or can they reserve the funds to support a bigger tourism project in the future?**

Municipal accommodation tax regulations under the *Municipal Act, 2001*, and the *City of Toronto Act, 2006* do not address, or limit in any way, how a municipality may use or spend revenues from a transient accommodation tax.

However, the regulations require a municipality that has imposed a tax to make one or more payments to an eligible tourism entity or entities, for each full or partial fiscal year of the municipality that the tax is in effect, the total of which must be at least equal to the amount set out in the regulations.

Accordingly, the regulations do not require a municipality to spend revenues from a tax in the year following the collection. Decisions on how to spend revenue generated from a municipal/transient accommodation tax is at the discretion of the municipality. As such, a municipality could use revenues from a tax to contribute to a reserve to support a bigger tourism project that is on the horizon.

## FAQ RE SHORT – TERM RENTALS

1) ***Why is Whitestone working on a new Short-Term Rental By-Law? What problems have we experienced with short-term property rentals under our existing Rental By-Law No. 20-2014 ?***

The three main problems experienced with our current short-term rental regime are:

(i) **Low uptake on rental permits**

As of March 2024, there were 20 rental permits in force in the Municipality. It is estimated that this number represents less than 20% of the total number of properties actually being rented short-term. The remaining properties are being rented in contravention of By-Law 20-2014, which requires the owner of a property to be rented for a short term to first obtain a permit from the Municipality. Some ratepayers may not realize that rental permits are required in Whitestone.

(ii) **Increasing / escalating complaints from neighbours of rental properties**

The majority of short-term rentals occur without complaint or incident. Most ratepayers who rent their properties want to protect their assets and maintain good relations with their neighbours, and therefore screen their renters carefully and enforce appropriate behaviour. However, the Municipality has seen an increase in the number of “absentee landlords” who purchase (sometimes multiple) properties for continuous short-term rental. Since they rarely, if ever, occupy the premises, these landlords may be less concerned with the impacts of their rentals on the neighbours. Such rentals generate the bulk of the complaints to police, fire, and by-law enforcement officers.

(iii) **Unenforceability of the By-Law**

The Municipality has experienced difficulty enforcing the current rental by-law.

2) ***What are the most common complaints from neighbours concerning short-term rentals?***

(i) **Too many people in / on the rental property**

Rental properties are typically advertised as having a specific capacity in terms of sleeping accommodation. However, casual renters of a vacation property may invite a larger number of persons to join them, resulting in people tenting outside, vehicles parked on the driveway or roadway or adjacent properties, too many people in a limited waterfront area, excessive noise, etc. More occupants than the property is designed for can also overload the septic system and saturate the filter bed, polluting the environment.

(ii) **Excessive Noise**

Perhaps the most common complaint about casual renters is excessive noise: music blaring, loud partying at all hours of the night, etc. that interferes with the neighbours’ quiet enjoyment of their properties.

(iii) **Trespassing**

Since they are at the rental premises for only a short time, casual renters may not have the same respect for the neighbours and their properties that the permanent owners of the rental property would have. And since they are not as familiar with the properties in the neighbourhood, even if they are considerate they may not realize when they are



intruding on the property of others. (Property boundaries in cottage country are often difficult to discern for the uninitiated.) The result: inadvertent, and sometimes deliberate, trespassing.

**(iv) Excessive Vehicle and Boat Traffic**

Many vacation properties have narrow shared driveways that, in some cases, pass close by other properties. In such situations, excessive vehicle traffic associated with short-term rentals may interfere with the neighbours' quiet and safe enjoyment of their properties and the shared driveway. All-terrain vehicles using such driveways are a common cause of friction. (The same applies to excessive boat traffic to/from a limited waterfront area, especially involving jet-powered personal watercraft, although this is beyond municipal jurisdiction to regulate).

**(v) Disrespect for the Environment**

Casual renters are sometimes careless of the environment by failing to comply with outdoor burning regulations, leaving behind garbage / refuse for others to clean up, damaging shoreline, abusing wildlife, etc.

**3) *Why is it difficult to enforce the current short-term rental by-law?***

The current By-Law (20-2014) is enforced only through charges laid under Part 3 of the Provincial Offences Act. There is no schedule of offences and associated set fines.

The principal offence under the by-law is renting without a permit. In order to obtain a conviction, it is necessary to prove in a court of law that the owner of the property was renting it for a fee (as opposed to permitting friends / relatives to use it for free). Those renting the property are often reluctant to testify that a rental fee has changed hands.

Offering (advertising) a property for rental is not an offence under the by-law. Without attempting to make a rental reservation, it is often difficult to determine from a listing exactly which property is being offered. (The provincial and federal governments have been petitioned by municipalities to enact legislation that would require rental agencies to refuse to list properties that do not possess a short-term rental licence where one is required by the municipality.)

Other offences include failing to post required information in the rental premises.

**4) *What changes to the by-law are being considered to address the enforceability issues?***

- Define short-term rental clearly in a way that distinguishes it from long-term rental and from rental as a hotel / motel / B&B / resort (commercial activities)
- Make advertising / offering a property for short-term rental without a permit an offence
- Add a schedule of offences and associated set fines for Part 1 of the POA.

**5) *What changes to the by-law are being considered to improve the overall short-term rental experience for everyone?***

- Limit rental occupancies to the design capacity of the property and its septic system, determined at the time of permit issuance
- Ensure adequate access to property and parking as a condition of rental permit



- Make property owner responsible for conduct of renters according to a published code of conduct
- Ensure availability of owner or agent to respond to a complaint during rental

**6) *Has the Municipality reviewed other municipal short-term rental by-laws with a view to identifying best practices ?***

Yes. We have reviewed recent short-term rental by-laws from a number of other Ontario cottage country municipalities, including the following which provided some good models for Whitestone revisions:

- Township of Algonquin Highlands (Haliburton County)
- Town of Georgina (York County)
- Town of Huntsville (District of Muskoka)
- Township of Lake of Bays (District of Muskoka)
- Township of Northern Bruce Peninsula (Bruce County)
- Township of Tiny (Simcoe County)

# PUBLIC MEETING

## Public Meeting Agenda

### 1. Call to Order

- Introductions are made Council and Staff

### 2. Disclosure of Pecuniary Interest and General Nature Thereof

### 3. Meeting Protocol

- The Chairperson asks that all comments be addressed through the Chairperson and that the person making comments should state their name before speaking.

### 4. Notice

- The Chairperson will ask the Clerk how the Notices were delivered.

### 5. Correspondence

- The Chairperson will ask the Clerk if any correspondence been received on these matters.

### 6. Discussion

6.1 LAMOUREAUX, Laury and Paul - Proposed Zoning By-law amendment is to rezone Part 1 on Plan 42R-22136 from the Waterfront Residential 2 (WF-2) Zone to the Rural Residential (RR)

6.1.1 Memorandum from Paula Macri, Planning Assistant dated May 13, 2024

- The Applicant will be asked to speak should they wish to do so
- Questions or comments from the public

6.2 Budget

6.2.1 Report FIN-2024-07 from Maneesh Kulal, Treasurer / Tax Collector

### 7. Adjournment



21 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Paula Macri, Planning Assistant

**Report Date:** May 13, 2024

**Council Agenda Date:** May 21, 2024

**Re:** LAMOUREUX, Paul & Laury  
 Consent Application B32/2022(W)  
**Status of Conditions of Approval**

---

### Background

At the Council meeting of July 19, 2022, the following resolution was passed:

**Resolution No. 2022-251**

**Moved by:** Councillor Joe Lamb

**Seconded by:** Councillor Brian Woods

5.1 Consent Application B32/2022(W) – LAMOUREUX

**WHEREAS** John Jackson, Planner Inc., has prepared a report for the Parry Sound Area Planning Board regarding Consent Application B32/2022(W) – LAMOUREUX and provided a copy to the Municipality of Whitestone;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives this report as information;

**AND THAT** the Council of the Municipality of Whitestone recommends this Consent Application for Approval in principle, subject to the following conditions:

1. That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law;
2. That the new lot(s) receive 911 addressing from the Municipality;
3. That any portion of Aulds Road adjacent to the subject property, that is found to be 10 metres from the centre line of the travelled road, be conveyed to the Municipality of Whitestone as a road allowance widening, at the expense of the applicant;
4. That the applicants' solicitor confirms in writing that the transferred lands will merge in title with the benefitting lands;
5. That payment of all applicable planning fees be made to the Municipality of Whitestone; and
6. That the applicant be requested to return the lot size to what was originally requested (i.e. 1 acre)



7. That the land be rezoned from WF2 to RR.

<b>Recorded Vote:</b>	<b>YEAS</b>	<b>NAYS</b>	<b>ABSTAIN</b>
Councillor, Beth Gorham-Matthews	X		
Councillor, Joe Lamb	X		
Councillor, Joe McEwen	X		
Councillor, Brian Woods	X		
Mayor, George Comrie	X		

**Carried**

**Status of Conditions of the Parry Sound Area Planning Board approval of July 25, 2022:**

1. That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law;
  - Condition satisfied
2. That the new lot(s) receive 911 addressing from the Municipality;
  - Condition satisfied
3. That any portion of Aulds Road adjacent to the subject property, that is found to be 10 metres from the centre line of the travelled road, be conveyed to the Municipality of Whitestone as a road allowance widening, at the expense of the applicant;
  - No portion of the traveled road needs to be conveyed to the Municipality as confirmed by Plan 42R-22136
4. That the applicants' solicitor confirms in writing that the transferred lands will merge in title with the benefitting lands;
  - Waiting for solicitor's letter
5. That payment of all applicable planning fees be made to the Municipality of Whitestone;
  - Not applicable
6. That the applicant be requested to return the lot size to what was originally requested (i.e. 1 acre)
  - As shown on the survey, Part 1 is 0.402 hectares, which is approximately 1 acre.
7. That the land be rezoned from WF2 to RR.
  - On March 18, 2024 the Notice of the Public Meeting was posted on the Municipal website and on the public bulletin board at the Municipal office. It was also placed on the Metroland "online" Parry Sound Northstar newspaper on April 11, 2024.

The Public Meeting is placed on the May 21, 2024 Council agenda.

Kindly note that the applicants must fulfill the above-noted conditions of the consent by July 26, 2024.

**ATTACHMENTS:**

**Attachment 1**

- Report from John Jackson, Planner dated July 11, 2022

**Attachment 2**

- 42R-22136.



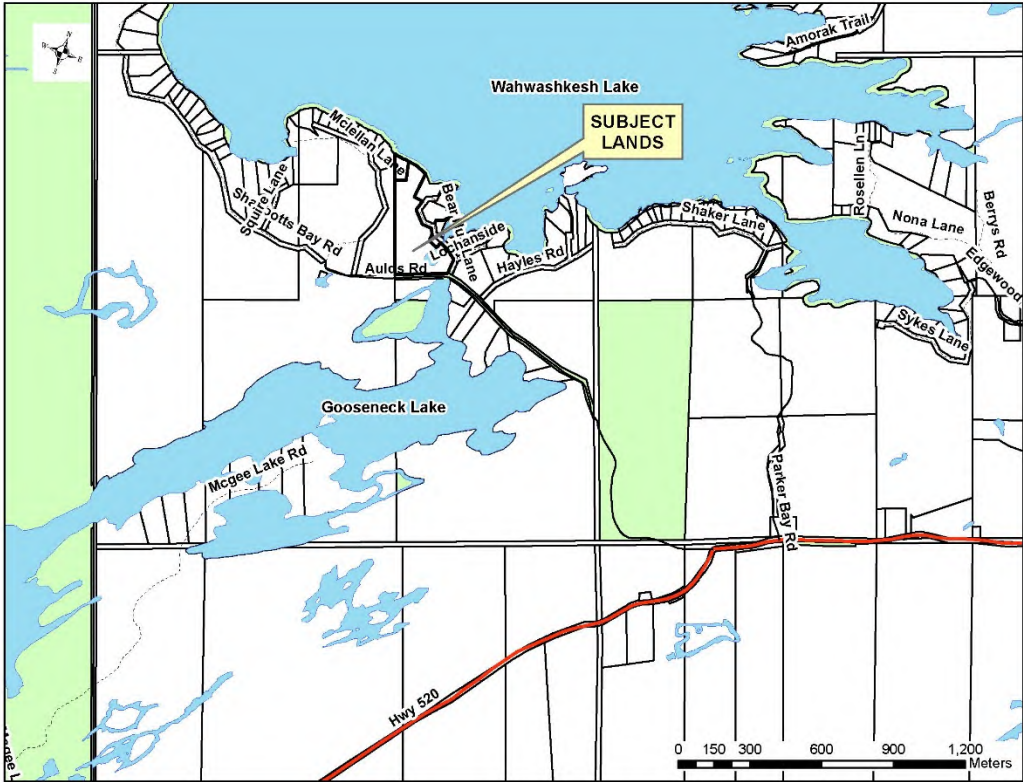
CONSENT APPLICATION B32/2022(W)  
PART OF LOT 32, CONCESSION 4  
GEOGRAPHIC TOWNSHIP OF MCKENZIE  
65 MCLENNAN LANE  
ROLL # 493905000406926

APPLICANT: Paul and Laury Lamoureux

July 11, 2022

**PURPOSE OF THE APPLICATION**

Paul and Laury Lamoureux own a property in Lot 32 in Concession 4 in the geographic Township of McKenzie fronting on Auld's Road and accessed off McLennan Lane. The property fronts on Wahwashkesh Lake.



The application proposes to create one (1) Rural lot and allow a lot addition

### **PROPERTY DESCRIPTION**

The existing property is 5.97 hectares (14.7 acres)

The Lamoureux dwelling sits on the waterfront of Wahwashkesh Lake and is accessed from McLennan Lane to the west.

The proposed new lot is approximately 420 metres from Wahwashkesh Lake and will have 60 metres of frontage on Auld's Road.

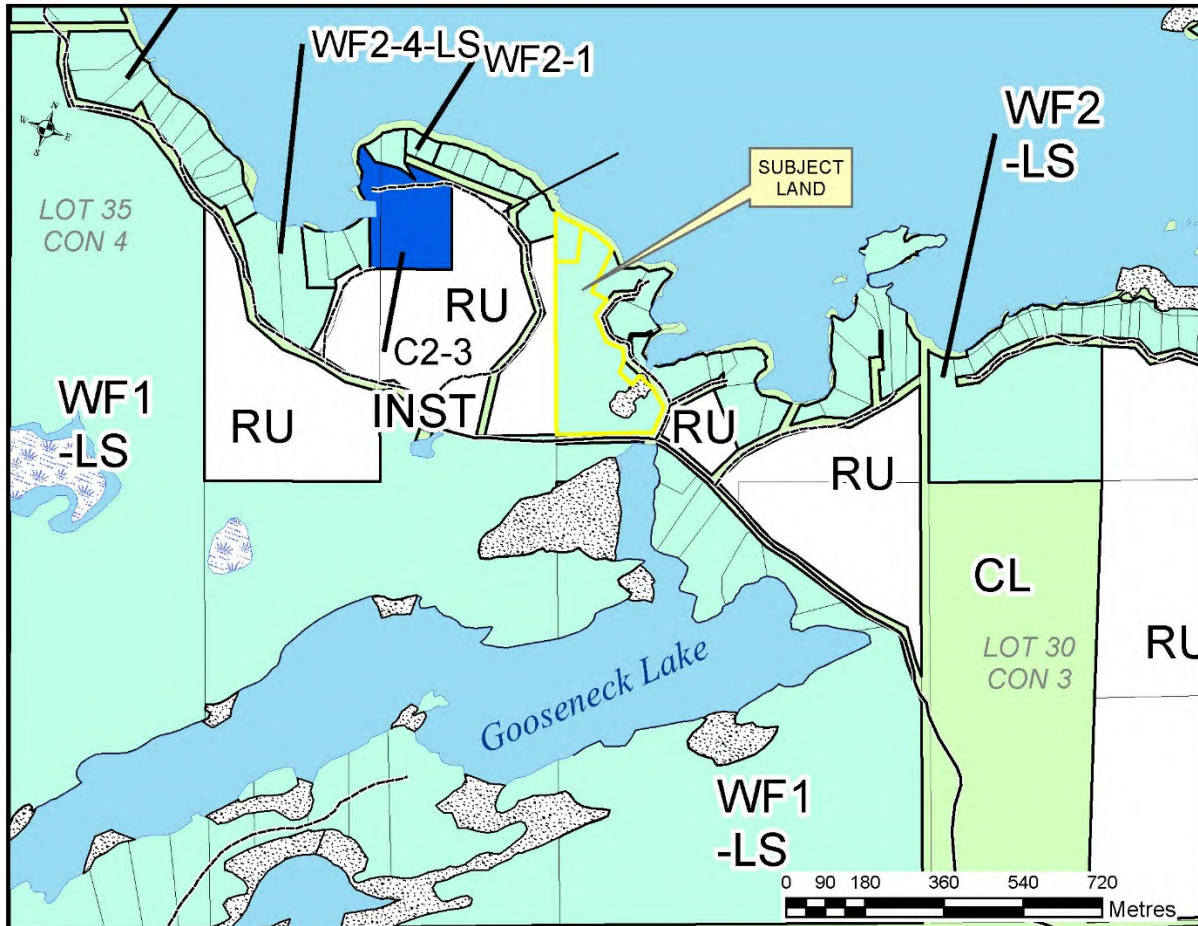
There is also a small lot addition proposed to an existing waterfront lot to the north (69 McLennan Lane).



The lot is heavily forested and has a small wetland in the south-east corner. The proposed new lot will be 30 metres away from this wetland to avoid any impact concerns.

**ZONING BY-LAW**

The lands are zoned Waterfront Residential 2 (WF2)

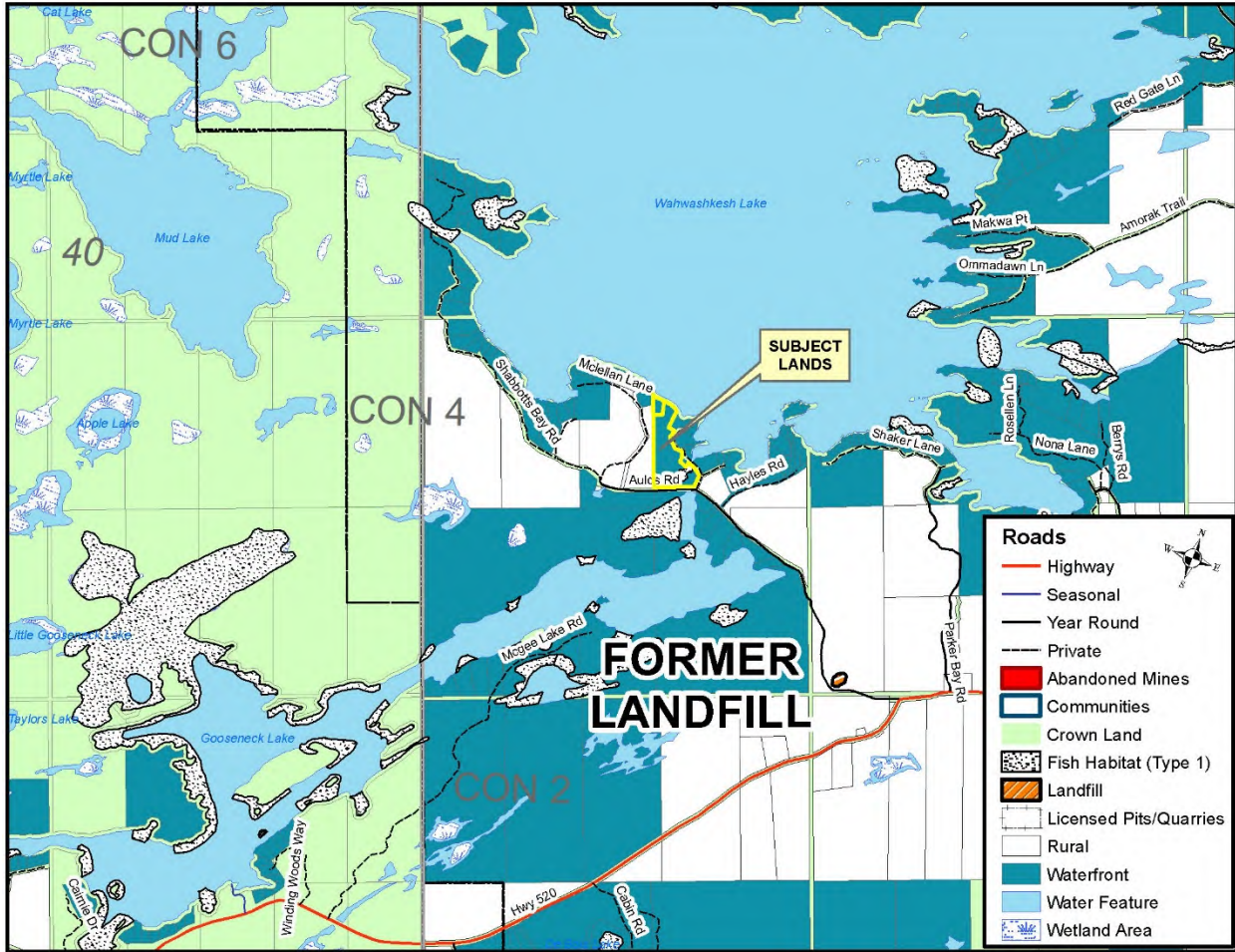


The minimum lot size for new lots in the Rural (RU) Zone is 100 metres of frontage and 0.8 hectares. The proposed new lot will meet these zone requirements.

**OFFICIAL PLAN**

The subject lands are designated Waterfront in the Whitestone official plan.

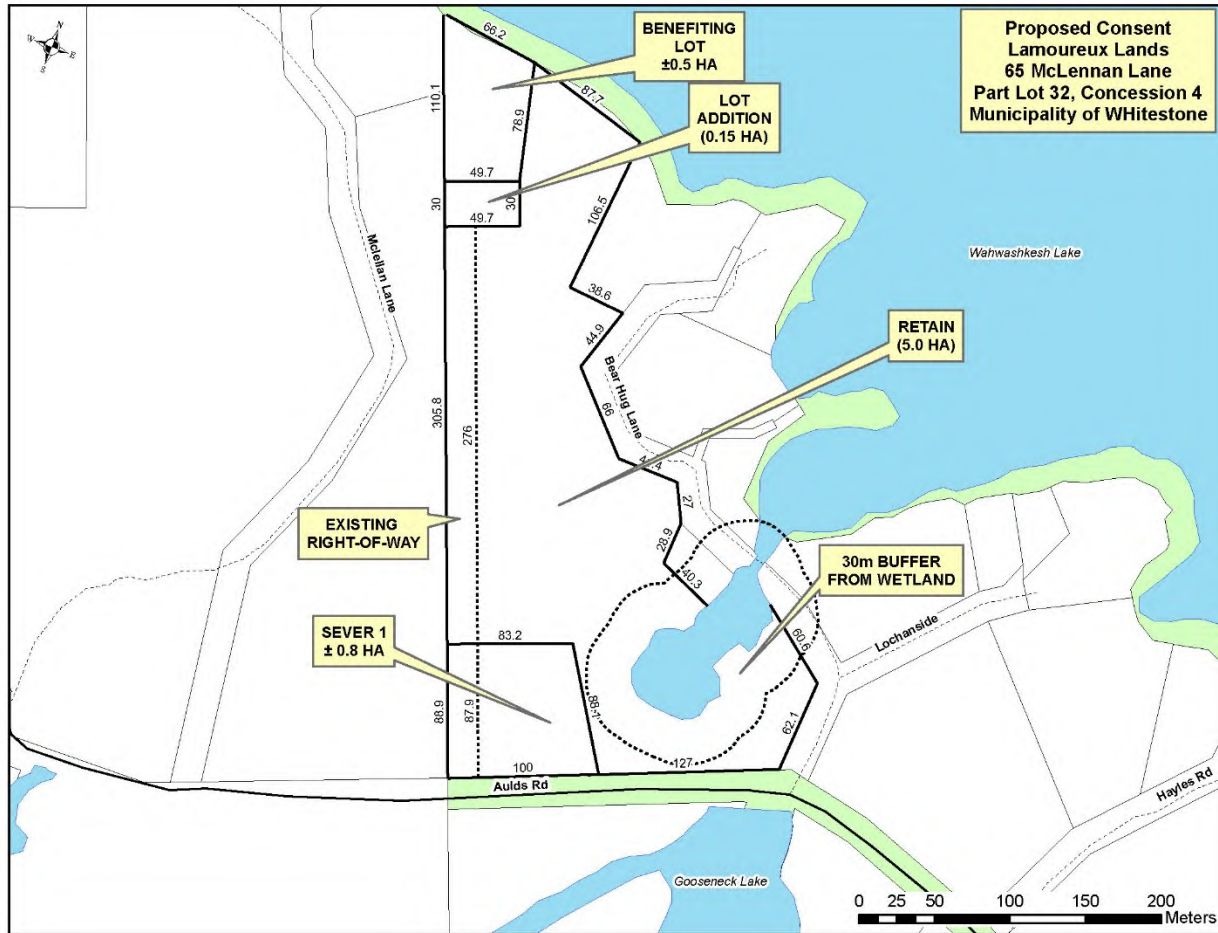
The proposed new lot will have no water frontage.



New Rural lots are supported in the official plan subject to the lots complying with the standards set out in the Zoning By-Law.

# PROPOSED CONSENT

The Lamoureux family is proposing to create one (1) new residential lot on Auld's Road and a lot addition to an existing waterfront property to the north.



The lands will meet the standards of the Zoning By-Law and conform to the official plan.

The notice has been circulated to neighbouring properties.

Notice of this consent application has been circulated July 11, 2022.

## **CONCLUSIONS**

That the consent to create one (1) new lot and a lot addition by Paul and Laury Lamoureux as set out in Consent Application B31/2022(W) be approved subject to the following condition.

1. Payment of a fee in lieu of a parkland dedication in accordance with the Municipality's fee By-Law;
2. That the applicant conveys any portion of the road allowance 10 metres from the centre line of Auld's Road adjacent to the proposed lots where necessary;
3. Confirmation that the lots will merge as a result of the lot addition;
4. 911 addressing; and
5. Payment of any applicable planning fees.

Respectfully Submitted,



John Jackson M.C.I.P., R.P.P.  
JJ;pc

SCHEDULE			
PART	LOT	CONCESSION	PIN
1			
2	PART OF 32	4	PART OF 52250-0145
3			
4			PART OF 52250-0392

PART 2 SUBJECT TO EASEMENT AS IN LT264610

**PLAN 42R-22136**

Received and deposited

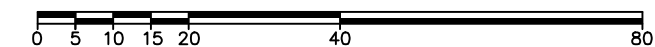
April 12<sup>th</sup>, 2023

John Laporte

Representative for the  
Land Registrar for the  
Land Titles Division of  
Parry Sound (No.42)

PLAN OF SURVEY OF  
PART OF LOT 32,  
CONCESSION 4  
(GEOGRAPHIC TOWNSHIP OF MCKENZIE)  
**MUNICIPALITY OF WHITESTONE**  
DISTRICT OF PARRY SOUND

SCALE 1 : 1000 METRES



THE INTENDED PLOT SIZE OF THIS PLAN IS 457MM IN WIDTH BY 610MM IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000

**LEGEND**

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SSIB DENOTES SHORT STANDARD IRON BAR
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES IRON BAR
- P1 DENOTES PLAN 42R-16981
- WT DENOTES WITNESS
- M DENOTES MEASURED
- 767 DENOTES M.W. FITZMAURICE O.L.S.
- D&S DENOTES DEARDON AND STANTON LTD., O.L.S.

**BEARING NOTES**

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17 (81° WEST LONGITUDE), NAD83(CSRs)(2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:

P1 - 0°39'30" COUNTER-CLOCKWISE

**DISTANCE NOTES - METRIC**

DISTANCES ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999638.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON NOVEMBER 4, 2022.

MARCH 14, 2023

DATE

GAVIN R. TYLER, O.L.S.

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-48865

**INTEGRATION DATA**

OBSERVED REFERENCE POINTS DERIVED FROM GPS OBSERVATIONS USING A REAL TIME NETWORK AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRs)(2010).

RURAL ACCURACY PER SEC. 14(2), O.REG. 216/10.

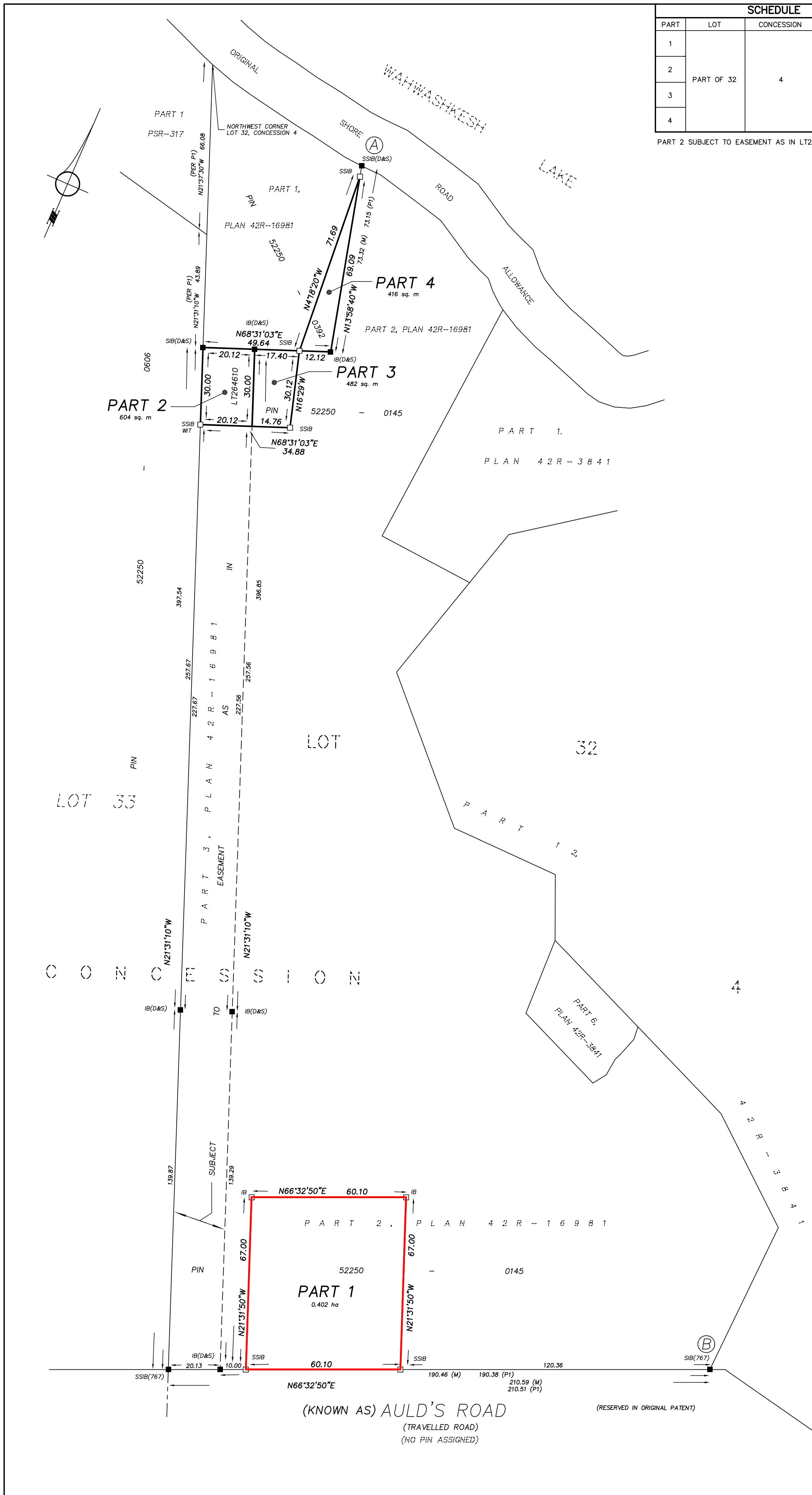
POINT ID	NORTHING	EASTING
A	5059206.94	575072.82
B	5058831.72	575383.23

CAUTION: COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN



IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: W.S. DRAWN BY: B.G. CHECKED BY: GT | PLOT DATE: MAR. 14, 2023  
FILE NAME: A-036866-v3.dwg | copies available at LandSurveyRecords.com







## Municipality of Whitestone Report to Council

**Prepared for:** Council

**Department:** Finance

**Agenda Date:** May 21, 2024

**Report No:** FIN-2024-07

### **Subject:**

Adoption of Proposed 2024 Operating and Capital/Special Project Budget.

### **Recommendation:**

THAT the Council of the Municipality of Whitestone does hereby receive report FIN-2023-07 (Adoption of Proposed 2024 Operating and Capital/Special Project Budget) for information;

AND THAT the Council of the Municipality of Whitestone, with changes recommended from both council and staff following the April 16, 2024 meeting, hereby adopts the Proposed 2024 Operating and Capital/Special Project Budget as presented;

AND THAT the Council of the Municipality of Whitestone does hereby request that the CAO/Clerk present a By-law to adopt the estimates of all sums required during the year and to adopt the rates of taxation for year 2024.

### **Background and Analysis:**

Council received preliminary 2024 Operating and Capital/Special Project Budget reports in January, March, and April of 2024 (Staff Report FIN 2023-03 and Memos). These reports included thorough analyses of expenditures, revenue sources, and capital projects. Adjustments were made based on recommendations to the budget, from both council and staff.

### **Proposed 2024 Operating and Capital/Special Project Budget**

The proposed 2024 Operating and Capital/Special Project Budget reflects increased funding from grants, contributions, reserves, and other essential components, including capital and operating expenditures on General Government, Fire Department, Public Works, Roads, Bridges, Fleet, Facilities, Recreation, Other, and debt servicing. Additionally, it includes a 7.58% tax increase.

The Municipal auditor has indicated a surplus for the year 2023 amounting to \$51,510. This surplus has been utilized this fund the following:

- \$8,000 is allocated for road washout repair. On April 15, 2024, floods damaged the Bunny Trail and Maple Island Road, with estimated repair costs of \$3,800 and \$4,200, respectively.
- \$21,046 for the Asset Management reserve (previously the contribution was \$267,939, now it will be \$288,985, resulting in an ending balance of \$863,758, and
- \$12,000 for finance fees, which was an expense missed in the last two drafts of the budget presented to Council on (date April 14, 2024 and March 5, 2024)

Additionally, the recommended tax rate has been reduced from 8% to 7.58%, resulting in a 0.48% reduction in tax revenue, totaling \$14,177.

The DSSAB levy, initially estimated \$288,582, has been confirmed to be \$284,870, indicating a reduction of \$3,712.

The following is a summary of the Proposed 2024 Operating and Capital/Special Project Budget:

**Operating and Capital/Special Project Budget:**

<b>Revenues</b>		
General Purpose Taxation	3,631,341	54.62%
Federal and Provincial Grants	1,460,837	21.97%
Reserves	640,729	9.64%
Other	<u>915,462</u>	13.77%
	<b>6,648,370</b>	
<b>Expenditures</b>		
Total General Government	1,115,846	16.65%
Total Fire	273,108	4.08%
Other Protection	30,324	0.45%
Total Building Department	141,890	2.12%
Total Transportation Services	1,319,495	19.69%
Total Environmental Services	306,438	4.57%
Total Cemetery	14,470	0.22%
Total Facilities	176,180	2.63%
Total Recreation	39,025	0.58%
Total Thrift Shop	17,300	0.26%
Total Library	123,870	1.85%
Total Planning and Development	77,940	1.16%
Total Community and Development	3,000	0.04%

Capital Expenses	1,185,402	17.69%
Mandatory Levy Costs	1,089,990.39	16.27%
Loan Costs	316,615	4.73%
Reserve Contributions	<u>468,985</u>	7.00%
	<b>6,699,881</b>	
<b>Shortfall</b>	<b>-51,510</b>	
<b>Surplus Funding</b>	<b>51,510</b>	
<b>Balance</b>	<b>0</b>	

**Major Factors Affecting the Budget**

External Levies and Continuous Grants to the Municipality:

The following are the major external factors that are beyond the control of the municipality and therefore have an immediate impact on Whitestone’s budget. The Levey’s are permanent in nature and require a permanent funding solution. The municipality would have difficulty absorbing these additional costs/loss of revenue into the existing budget without negatively impacting servicing.

Levy’s

- Ontario Provincial Police Levy (O.P.P.), \$408081, a decrease of \$7136, 1.72%.
- Police Services Board \$2,000 new levy
- DSSAB, \$284,870 increase of \$ 11,288, 4.13%.
- Belvedere Home, \$61,677, decrease of \$10,309, 14.32%.
- Ambulance Levy, \$217,452, increase of \$8890, 4.26%.
- North Bay Health Unit, \$31,891 increase of \$930, 3.00%.

Grants

- Ontario Municipal Partnership Fund (OMPF) revenue, \$1,141,600, increased \$1600, 0.14%
- Canada Community Building Fund (Gas Tax Revenue) \$67,596, increased \$6,968, 11.49%
- OCIF \$132,250, increased \$17,250, 15%

Debt Financing

- The debt carrying costs are projected to decrease by approximately \$48,444.4 in 2024. The Tandem Snow Plow TD bank loan will be paid off in April 2024

In the year 2024, the municipality will Debenture for:

- 1) Fire Pumper Truck 295,827

Despite the new loan, the Municipality will remain well within the net Annual Repayment Limit (ARL) for 2024, which is set at \$767,763.91.

Other

- Salaries adjusted for CPI, CUPE Agreement, Group Benefits and forecast Insurance increases
- Increase to Taxation Revenue due to a 7.58% tax rate increase, generating approximately an additional \$312,204.
- Assessment Growth (new builds and renovation) has generated approximately \$60,869 in additional tax revenue
- Reserves, estimated ending 2024 balance \$1,367,975 with contributions of \$468,985 and withdrawals of \$640,729 proposed in 2024.

**Proposed 2024 Capital/Special Project Budget**

The following projects are proposed for the 2024 Capital/Special Project Budget:

<b>Department</b>	<b>Project</b>
<b>General Government</b>	Computer Upgrades Community Centre Communications AMP Consultant - Phase 2 Health & Safety Policy Update Official Plan - Consultants Lake Planning Initiatives <b>\$ 94,000</b>
<b>Fire Department</b>	Replace Rescue #1 EMS Decals Install Radio Improvements to Fire Station 1 & 2 per Steinhoff report New Fire Pumper Truck <b>\$ 735,945</b>
<b>Public Works Misc.</b>	Structure Maintenance/Guide Rail Sidewalks MTO Approval application Public Works Garage lighting (internal) <b>\$40,000</b>
<b>Roads and Bridges</b>	Bunny trail Slurry Seal & repair, Boakview to Boundary At the Municipality of McDougall Slurry Seal Farley's Road Hills Ladd Road Bridge Engineering rehabilitation replacement analysis Farley's Road Bridge Guide Rail end treatments Maple Island Bridge <b>\$235,000</b>
<b>Fleet</b>	Thumb/Forks for Backhoe and adaptor <b>\$15,500</b>

**Facilities** AODA - (2) Automatic door openers  
 1) Front Entrance Community Centre  
 2) Dundome Accessible Washroom  
 Community Centre Vinyl Siding  
 Street light at Community Centre and Church St Dock  
 Front Steps for the Pubic Library  
**\$32,000**

**Recreation** Boat Launches  
 WahWashKesh Docks and log boom  
 Bolger Lake Landing  
 Mulch in Church St Park playground- AODA  
**\$26,799**

**Other** Demolition of Shed 2211 HWY 124 (Frankland Property)  
 Emergency Management Initiatives  
**\$6,158**

**Total Proposed 2024 Capital Budget - \$1,185,402**

The Capital Budget is proposed to be funded as follows:

Reserves	\$ 640,729
OCIF/Gas Tax	\$ 199,846
Debt Financing	\$ 295,827
Accum. Surplus	\$ 49,000

**Taxes**

The proposed 2024 residential tax rate of 0.00569829 is a 7.58% increase over the 2023 residential tax rate of .005296796. The impact on a residential property per \$100,000 of assessment value is an additional \$40.15 of taxation revenue. The 2024 total residential taxes including education, per \$100,000 in assessed value will be \$722.83.

The Residential Education Rate for 2024 has been set at .00153000, unchanged from 2023.

It is worth noting that even with the tax increase proposed for 2024, Whitestone’s tax rate will remain one of the lowest when compared to neighbouring municipalities.

**How MPAC Reassessment Affects Your Property Taxes**

The Municipal Property Assessment Corporation (MPAC) is responsible for assessing more than 5.5. million properties across Ontario. MPAC will update every single property assessment in Ontario based on the same legislated valuation date. This is referred to as a reassessment or assessment update.

Due to the COVID-19 pandemic, the Ontario government postponed the 2020 Assessment Update. On August 16, 2023, the Ontario government filed a regulation to amend the Assessment Act, extending the postponement of a province-wide reassessment through the

end of the 2021-2024 assessment cycle. Property assessments for the 2023 and 2024 property tax years will continue to be based on fully phased-in January 1, 2016 current values.

**Asset Management Plan (AMP)**

In accordance with the Municipal Asset Management Planning Regulations, O. Reg. 588/17, under the Infrastructure for Jobs and Prosperity Act 2015 that requires all Municipalities to leverage asset management planning to optimize infrastructure investment decisions, the Municipality of Whitestone passed By-Law 41-2019 to approve a Strategic Asset Management Policy in July of 2019.

In December 2021, Council received the Asset Management Plan developed by R.J. Burnside and Associates Ltd, which detailed the Municipality of Whitestone’s core assets as well as Fleet.

Staff are working with PSD Citywide to update the 2021 AMP which includes core assets and fleet as per Asset Management Planning for other Municipal Infrastructure per Regulation, O. Reg. 588/17

A contribution to Asset Management reserves of \$288,985 is included in the Proposed 2024 Operating and Capital/Special Project Budget.

**Next Steps:**

The adoption of the proposed 2024 Operating and Capital/Special Project Budget by Council.

**Link to Strategic Plan:**

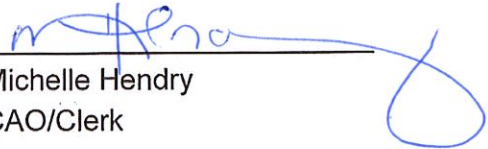
- 2. Fiscal Responsibility and Accountability

**Respectfully submitted by:**



Maneesh Kulal  
Treasurer

**Reviewed by:**



Michelle Hendry  
CAO/Clerk

**Attachments:**

- ATTACHMENT A – Revenues and Expenses**
- ATTACHMENT B - Capital Budget**
- ATTACHMENT C - Reserves**
- ATTACHMENT D - Levys**
- ATTACHMENT E –Tax Impact**
- ATTACHMENT F – Comparative Residential Tax Rates**

2023 Proposed Budget Report

	2022	Actual 2022	2023	Actual 2023	2024
	Budget	Dec 31 2022	Budget	As of May 1,2024	Budget
<b>Revenue</b>					
14-110 - Taxation Revenue: General Levy	3,071,087	3,070,863	3,319,138	3,318,899	3,631,341
14-210 - English Public School Taxes	968,336	969,075	979,263	983,997	994,993
14-310 - French Public School Taxes		2,451		2,961	
14-315 - English Separate School Taxes			-		
14-430 - In Lieu of Taxes	7,317	9,970	7,881	12,388	7,949
14-431 - Supplemental Taxes	32,000	63,427	65,000	88,319	67,000
14-432 - Supplemental Taxes - English Public		19,861		24,009	
15-100 - Interest Earned from Bank Balance	4,000	26,623	17,000	48,982	35,000
15-110 - LCBO Rent	10,560	10,560	10,780	10,692	10,824
15-110-1 LCBO Grass & Misc Revenue				3,442	3,500
15-121 - Nomination Fees		1,000	-		-
15-310 - Miscellaneous Office Revenue	8,000	3,847	5,000	1,822	1,500
15-311 Sale of land/ Property / Vehical		23,119	-		-
15-329 Roads Damage Deposit			-		
15-330 - Roads Revenue	2,500	10,500	4,500	2,000	3,000
15-335 Miscellaneus Revenue		1,820	-		
15-346 - Garbage Tipping Fees	20,000	1,203		476	
15-346-1LandFillYork POS		4,050	15,000	3,907	13,000
15-346-2LandFill AULD POS		11,210		8,730	
15-346-5 Landfill revenue -York Bag tags		50	50	105	100
15-346-5 - Scrap Metal	25,000	29,190	29,000	22,118	20,000
15-370 - Recreation Revenue	500	795	800	260	300
15-371 - Hall Rental Revenue	1,000	759	800	1,663	1,000
15-373 - After School Program	15,000	11,681	12,000	16,393	9,000
15-380 - Planning & Zoning Revenue	22000	37,101	37,000	18,532	40,000
15-384 - Farleys Parking Permits	1,200	805	800	1,005	1,000
15-385 - Rental Units	4,000	3,800	4,000	3,835	4,000
15-390 - Dog Tags	1,000	2,010	2,000	1,270	1,200
15-391 - Kennel License	75		75	75	75
15-395 - Community Development Revenue		851	-	1,100	300
15-396 - 9-1-1 Revenue	350	670	500	530	500
15-398 - Wildlife Compensation Program Revenue Admin fee				50	
15-502 - Railway ROW	27,244	27,244	27,244	27,244	27,244
15-503 - Grant-Waste Diversion Ontario/CMO	20,000	69,829	82,819	82,989	82,788
15-503-1 - Ontario Electronic Stewardship		261			
15-504 - Ontario Municipal Partners Fund	988,300	988,300	1,140,000	1,140,000	1,141,600
15-504-3 - Modernization Grant		14,098	6,000	5,577	-
15-507-3 - OCIF - Capacity Program	100,000	100,000	115,000	115,000	132,250
15-505 - 2NOHFC Nursing Station	500,000	293,570	92,826	103,439	-

2023 Proposed Budget Report	2022 Budget	Actual 2022 Dec 31 2022	2023 Budget	Actual 2023 As of May 1,2024	2024 Budget
15-505-5NORDS - Gravel	238,798	238,783	119,391	119,391	119,391
15-505-7 Dist P. S Municpal Association				557	-
15-505-6 - ICIP COVID - Nursing Station	100,000	59,895	40,105	40,105	-
15-507-8 - Invasive Species		2,085			
15-508 - Federal Gas Tax Revenue	58,102	58,102	60,628	60,628	67,596
15-510 - Aggregate Resource Lic Fee	6,500	5,604	6,000	6,279	6,000
15-510 - 5 - Provincial Offences Revenue	5,500	2,648	3,000	3,571	3,943
15-522 - Fire Revenue(MTO on site)		3,132	4,500	9,121	4,500
15-525 - Fire - Smoke Alarms/Carbon Monoxide	500	78	100	52	100
15-527 - Fire-Helipad Maintenance	3,500	3,500	3,500	3,500	3,500
15-570 Grant Recreation		1,160	1,560	1,560	
15-571 - Recreation Revenue - Thrift Shop	13,000	16,323	14,000	18,987	19,000
15-720 - Licences/Permits	100,000	145,626	135,000	156,526	150,000
15-721 - Tax Certificates	3,000	2,114	2,000	1,350	1,500
15-723- CBO Shared Services		209	500	1,157	750
15-750 - Penalty/Interest	58,000	59,324	58,000	64,986	60,000
15-751 - Shore Road Allowance Revenue	10,000	2,000	3,000	15,867	5,000
15-753 - Parkland in Lieu Payments		35,725	35,000	24,950	35,000
15-754 - Parkland Interest Income		4,407	-	14,452	
15-754 - Sale of Land	4,000				
15-773 - Nursing Station Maintenance Revenue		1,062	1,062	1,062	1,062
15-790 - Transfer Between Funds -Capital	510,400	217,987	563,564	434,769	640,729
15-797-1 Active Transporation Fund (Dunchurch Sidewalk)			6,000		
15-798 - Nursing Station Expansion Donations	253,769	294,537	1,018	11,602	-
15-798 - Nursing Station Expansion Donations Deferred Re	47,731				
15-798-1 Nursing Station - donation, WPSHC Foundation			30,000	30,000	-
15-799 - Balsam Rd Surface Treatment Financing			-		-
15-822 - Boakview Bridge Repairs Financing		85,891			-
15-823 - Whitestone Lake Road repair Financing		166,125			-
15-824 - Bunny Trail Financing		49,627			-
15-825 - 2022 Financing for facility	165,000		-		-
15-826 - 2022Bank Financing for Backhoe	185,000	183,115	-		-
15-827 - 2022 Financing for Roads Debt	78,498		-		-
15-828 - 2022 Financing Land Purchase	695,000	695,000	-		-
15-800 - WSIB rebate 2023			11,606	11,544	
15-801 - Sale of 2016 Case 590 Backhoe			50,000	63,224	-
15-802 - Suplus Items (general Restaurant equip) new property			12,000	-	-
15-803 - Used Float (no longer in use)			7,000	4,268	-



<b>2023 Proposed Budget Report</b>	<b>2022</b>	<b>Actual 2022</b>	<b>2023</b>	<b>Actual 2023</b>	<b>2024</b>
	<b>Budget</b>	<b>Dec 31 2022</b>	<b>Budget</b>	<b>As of May 1, 2024</b>	<b>Budget</b>
15-xxx Community Emergency Preparedness Grant					-
Financing Fire Truck					295,827
Financing Municipal Contribution Recreation and Cultural Centre					-
Other Capital Project					-
<b>Total Revenue</b>	<b>8,365,767</b>	<b>8,144,652</b>	<b>7,143,011</b>	<b>7,151,316</b>	<b>7,643,364</b>

**Municipality of Whitestone  
2023 Proposed Budget**

	<b>2022 Budget</b>	<b>Actual 2022 Dec 31 2022</b>	<b>Budget 2023</b>	<b>Actual 2023 As of May 1, 2024</b>	<b>Budget 2024</b>
<b>Expenses</b>					
<b>General Government</b>					
16-090 - Council -Fees	116,753	113,129	119,699	119,699	123,550
16-091 - Council - Travel	750	511	1,000	995	2,000
16-092 - Council - Miscellaneous	2,000	5,109	3,500	5,986	7,000
16-093 - Council Electronic Device Allowance			6,500	5,200	3,000
XXX Council Insurance					2,370
16-094 - Council Health Benefits			13,750	7,858	21,725
16-100 - Admin - Salaries	589,226	538,400	599,625	563,718	614,123
16-101 -Admin - Benefits			35,030	26,391	36,414
16-102 - Admin - Travel Expenses (mileage and meals)	500	403	500	109	2,270
16-103 - Admin - Membership/Subscriptions	7,500	5,785	5,500	5,565	5,500
16-104 - Admin - Training Expenses (conferences and training courses)	3,000	2,311	1,500	376	4,500
16-106 - Admin - Postage Expenses	12,000	10,904	11,000	10,981	11,000
16-107 - Admin - Insurance	27,422	28,130	31,900	32,729	36,830
16-108 - Admin - Advertising	8,000	8,005	7,500	10,710	7,500
16-109 - Admin - Telephone	4,200	4,091	4,100	4,362	4,100
16-110 - Admin - Office Supplies	9,000	12,682	9,000	9,430	9,000
16-113 - Admin - Office Equipment	7,500	13,671	7,500	10,616	7,500
16-115 - Admin - Computer Supplies/Support	27,000	22,542	24,000	25,039	25,000
16-116 - Admin - Tax Notices \Forms	1,000	827	1,000		1,000
16-117 - Admin - Tax Registrations			0		
16-118 - Admin - Financial Expense	10,000	10,349	11,000	8,586	12,000
16-119 - Admin - MPAC Fees	78,246	78,246	77,803	77,803	79,019
16-120 - Admin - Legal Expenses	20,000	55,225	85,940	117,094	75,000
16-120 - 1- Admin - Auditor	14,000	13,865	13,738	13,992	14,000
16-121 - Admin - Election	25,000	17,368	1,300	3,022	1,865
16-122 - Admin - Donation	7,500	11,050	10,000	8,950	10,000
16-123 - Admin - Volunteer Appreciation	9,200	14,554	11,500	13,225	12,000
16-124 - Admin - Taxes Written Off	5,000	4,320	5,000	7,924	5,000
16-126 - Admin - Communications	4,000	8,677	13,000	11,779	10,000
16-131 - HR Contingency	5,000	17,963	35,000	33,380	35,000
16-134- Dist Parry Sound Municipal Asso.MTG				1,308	0
16-150 - Office - Heating/Hydro	7,000	6,838	7,000	7,379	7,200
16-151 - Office - Building Maintenance	2,500	2,839	3,500	4,548	
16-153 - Office - Janitorial Supplies	500	561	500	753	500
16-161 - Web Site - Maintenance/Wages	750	6,696	6,700	6,314	7,000
16-162 - High Speed Internet	2,000	3,225	2,000	1,756	1,900
16-163 Asset management reserve contribution	343,055	338,750	293,374	293,374	288,985
<b>TOTAL GENERAL GOVERNMENT</b>	<b>1,349,602</b>	<b>1,357,028</b>	<b>1,459,958</b>	<b>1,450,952</b>	<b>1,483,850</b>

**Protection to Persons & Property  
Fire**

rev. May 21 2024

**Municipality of Whitestone  
2023 Proposed Budget**

	<b>2022 Budget</b>	<b>Actual 2022 Dec 31 2022</b>	<b>Budget 2023</b>	<b>Actual 2023 As of May 1, 2024</b>	<b>Budget 2024</b>
16-201 - Fire - Firefighters Wages	88,512	91,003	98,418	95,576	101,242
16-202 - Fire - Training	7,000	5,054	7,000	6,322	10,000
16-202-1 Fire - New Recruitments	20,000	10,265	15,000	14,535	18,000
16-203 - Fire - Advertising	100		100		100
16-204 - Fire - Workplace Safety Ins	7,500	1,898	7,500	9,493	8,000
16-205 - Fire - Ambulance Dispatch	4,179	4,365	4,263	3,935	4,263
16-206 - Fire - Insurance	30,849	31,647	34,811	35,348	37,096
16-206 - 1 Fire - Insurance Helipad Ins	2,230	2,269	2,382	2,527	2,527
16-207 - Fire - Drivers Exams	600	237	600	662	600
16-208 - Fire - Prevention/Education	2,160	1,138	2,160	1,501	2,160
16-209 - Fire - Memberships/Mutual Aid	545	425	545	600	545
16-210 - Fire - Misc	2,000	1,540	2,000	2,035	2,000
16-212 - Fire - Radio Tower & Air	1,896	1,437	1,896	1,437	1,896
16-213 - Fire - Radio Licenses	1,000	751	1,000	1,605	1,000
16-216 - Fire - Permits	2,600	2,544	2,600	2,544	2,600
16-218 - Fire - Stand Pipe	500		500	648	500
16-219 - Fire - Air Bottle Hydrostating	1,000	134	1,000	695	1,000
16-220 - Forest Fire Expense (MNR)	400		400		400
16-222 - Fire - Bunker/Safety/Uniforms	5,800	3,542	5,800	5,428	5,800
16-222-1 Fire - Turnout/Repair/Cleaning	2,400	1,298	2,400	1,844	2,400
16-223-Fire Vehicle Equipment reserve	10,000	10,000	5,000	5,000	10,000
16-223-3 Fire - CPA Fire Cost	1,086	1,075	1,085	1,161	1,086
16-224 Fire Forest Fire Reserve	20,000	20,000	0	0	0
16-224-1 Fire Pump reserve	30,000	30,000	30,000	30,000	125,000
16-225 - Fire - Hose Replacement	1,000		1,000	0	1,000
16-227 - Fire - Office Supplies		1,507		0	
16-229 - Fire - Mileage	200		200	290	200
16-232 - Station 1 - Hydro	2,900	5,944	6,539	6,853	7,000
16-233 - Station 1 - Minor Purchases	3,600	4,412	3,600	3,338	3,600
16-234 - Station 1 - Fuel & Oil	7,000	6,383	7,000	6,067	7,000
16-235 - Station 1 - Boat 1	554	417	554	153	554
16-236 - Station 1 - Heating	2,500	3,351	3,700	1,481	2,500
16-237 - Station 1 - Telephone	900	987	900	870	900
16-238 - Station 1 - Supplies	1,065	767	1,065	944	1,065
16-239 - Station 1 - Building Maintenance	995	711	995	514	1,000
16-240 Station 1 - Internet	850	1,819	0	0	0
16-241 - Station 1 - Inspections & Repairs	750	295	750	695	750
16-242 - Station 1 - 5610 Insp/Repairs (Van)	2,000	1,655	2,000	3,234	2,000
16-243 - Station 1 - Snowmobile Inspection/Repairs	200		200	26	200
16-245 - Station 1 - Radio Equipment/Repairs	1,500	1,007	1,500	0	1,500
16-248 - Station 1 - Pumper #1 /Pumpe #2 Inspection/Repairs	1,700	2,270	2,000	2,337	3,400
16-248-1 - Station 1 - Pumpe #2 Inspection/Repairs					
16-250 - Station 1 - Truck #10	2,700	771	1,700	1,918	2,700
16-251 - Station 2 - Hydro	1,255	850	1,255	741	1,255
16-252 - Station 2 - Minor Purchases/Hose	3,400	3,485	3,400	3,371	3,400
16-253 - Station 2 - Fuel & Oil	1,100	242	1,000		1,000
16-254 - Station 2 - 5623 Insp/Rep (Van)	2,000	714	1,000	1,700	2,000

**Municipality of Whitestone  
2023 Proposed Budget**

	2022 Budget	Actual 2022 Dec 31 2022	Budget 2023	Actual 2023 As of May 1, 2024	Budget 2024
16-255 - Station 2 - Boat 2	554	382	554	153	554
16-256 - Station 2 - Heating	2,000	5,436	5,400	4,204	5,000
16-257 - Station 2 - Telephone	835	958	835	905	950
16-258 - Station 2 - Supplies	1,000	592	1,000	967	1,000
16-259 - Station 2 - Building Maintenance	316	62	316	332	316
16-260.-1Helipad Maintenance	2,000	2,035	0	0	7,500
16-261 - Station 2 - Tanker Inspection/Repairs	1,700	1,604	1,700	851	1,700
16-262 - Station 2 - Internet	700	1,323	1,500	1,502	2,200
16-263 - Station 2 - Radio Equipment/Repairs	1,200	1,646	1,200	1,577	1,200
16-264 - Station 2 - Snowmobile Inspection/Repairs	200	60	200	26	200
16-265 - Fire Rating Signs (3)	650		650		650
16-267 - Fire Pro	1,300	812	1,300	844	1,300
16-268 - SCBA Testing	1,500	804	1,500	1,771	1,500
16-269 - Cell Phone	400		400	400	400
16-269-1 - Argo/Trailer	400	244	400	153	400
16-271 Defibrillator Expense	1,500	753	1,000	796	1,500
16-272-1 - Jaws Mtce/Training	500		500	773	500
<b>Total Fire</b>	<b>297,281</b>	<b>274,924</b>	<b>285,273</b>	<b>272,680</b>	<b>408,108</b>
<b>Other Protection</b>					
16-270 - Emergency Plan	3,700	1,573	1,700	5,569	5,724
16-272 - Biosphere Monitoring (GBB)			0		0
16-273 - Animal Control	750	310	300	176	300
16-273 - 1 - Wildlife Compensation Prog	750		300		300
16-274 - Policing Levy	422,767	418,413	415,217	414,303	408,081
16-xxx - Police Services Board					2,000
16-275 - By-Law Enforcement	23,500	22,447	24,000	20,160	24,000
<b>Total Other Protection</b>	<b>451,467</b>	<b>442,743</b>	<b>441,517</b>	<b>440,209</b>	<b>440,405</b>
<b>Building Department</b>					
16-280 - Salaries and Benefits	110,991	122,041	121,420	143,700	126,384
16-279 - Building Department Truck Fuel	1,700	1,004	1,000	1,021	1,050
16-281 Supplies	2,000	5,293	2,500	2,777	2,500
16-283-1 Cell Phone	450	378	450	403	450
16-284 - Training/Seminar	1,000		1,000	85	1,000
16-285 Memberships	6,000	5,855	6,000	5,561	6,000
16-290 - Truck Maintenance/Insurnace	7,500	7,311	4,000	3,905	4,206
16-291-1 Mileage	0		0	207	300
	<b>129,641</b>	<b>141,882</b>	<b>136,370</b>	<b>157,661</b>	<b>141,890</b>
<b>TOTAL PROTECTION TO PERSONS &amp; PROPERTY</b>	<b>878,389</b>	<b>859,548</b>	<b>863,160</b>	<b>870,549</b>	<b>990,404</b>

**Transportation Services**

**Municipality of Whitestone  
2023 Proposed Budget**

	<b>2022 Budget</b>	<b>Actual 2022 Dec 31 2022</b>	<b>Budget 2023</b>	<b>Actual 2023 As of May 1, 2024</b>	<b>Budget 2024</b>
<b>Operating Expenses</b>					
16-300 - Roads - Wages	478,553	465,101	489,483	490,869	513,338
16-302 - Roads - Benefits & WSIB		22,300	34,022	45,748	42,580
16-303 - Roads - Office-Supplies/Memberships	2,000	978	1,000	1,570	1,300
16-304 - Roads - Office-Training	9,000	1,680	5,000	1,390	4,500
16-305 Road Misc Visa Unallocated					
16-306 - Roads - Office-Tower/Radio Licences	1,000	1,134	1,200		1,200
16-310 - Roads - GPS Maintenance	1,000	1,799	2,700	3,028	2,850
XX-XXX Road Washout					8,000
16-316 - Garage - Miscellaneous	2,500	405	1,000	1,031	1,200
16-320 - Garage - Mtc/Supplies/Tools	13,000	13,635	13,000	12,546	13,000
16-321 - Garage - High Speed Internet	1,300	1,388	1,400	1,175	1,852
16-322 - Roads - Cell Phone	1,300	842	1,200	1,563	1,652
16-323 - Garage - Hydro	2,000	2,554	2,700	2,731	2,800
16-324- Garage - Telephone	800		720		720
16-329 - Garage - Heating	8,000	9,999	10,000	7,730	8,000
16-331 - Garage - Insurance	1,508	1,547	1,702	1,650	1,782
16-334 - Garage - Bldg Mtce	5,000	4,571	5,000	4,971	6,500
16-337 - Culverts - Goods & Services	12,000	4,132	4,500		4,000
16-343 - Road Side Brushing	17,000	12,866	14,000	13,005	14,500
16-342 - Invasive Species	2,500		0		
16-344 - Road Sweeping	4,000	2,894	3,500	2,569	4,500
16-350 - Ditching - Goods & Services	14,000	13,799	0		0
16-355 - Beaver Dams - Goods & Services	500		500	525	500
16-360 - Hardtop Patching - Goods & Services	4,500	10,250	9,000	9,342	7,000
16-365 - Grading - Goods & Services	2,500		0		0
16-370 - Dust Control - Goods & Services	46,000	45,794	50,000	53,123	56,000
16-375 - Gravel - Summer Maintenance	180,000	179,416	195,000	196,105	220,000
16-386 - Sanding/Salting - Goods & Services	38,000	41,184	40,000	41,583	41,600
16-389 - Road Side Grass Cutting	5,400	5,104	5,500	5,104	6,100
16-391 - Sign/Safety - Goods & Services	8,000	7,148	5,000	4,361	5,250
16-393 - 4 X 4 Truck - Maintenance	4,000	5,189	0		0
16-394 - 4 X 4 Truck - Fuel	3,500	4,016	0		0
16-394 - 1 - Dodge Ram 2018 Mtc	3,000	900	2,500	3,086	3,255
16-394 - 2 - Dodge Ram 2018 Fuel	2,500	3,932	4,000	4,948	4,500
16-396 - Misc MTO Vehicle Plate Renewal		9,083	9,100	8,927	9,300
16-398 - Turn Around Upgrades	3,000	3,053	2,500	2,500	2,500
16-399 - Boat Launches	3,500	3,801	8,500	9,003	0
16-XXX Wahwashkesh Docks and log boom/					
16-XXX Bolger Lake Landing					0
16-400-7 CN Crossing Construction		653	0	77	0
16-402 2015 - Tandem Freightliner - Maintenance	24,000	30,932	22,000	30,540	24,500
16-403 -205 Tandem Freightliner - Fuel	12,000	17,532	19,000	13,150	15,000
16-404 - 2017Single Axle Freightliner - Maintenance	13,500	18,763	17,000	20,219	19,000
16-404-1 - 2017Single Axle Freightliner - Fuel	10,000	14,480	14,000	10,931	12,500

**Municipality of Whitestone  
2023 Proposed Budget**

	2022 Budget	Actual 2022 Dec 31 2022	Budget 2023	Actual 2023 As of May 1, 2024	Budget 2024
16-404-2 2020Freightliner - Snow Plow Fuel	11,000	18,034	19,000	14,236	15,500
16-404-3 2020Freightliner - Snow Plow Mtce	10,000	19,896	19,000	42,017	19,000
16-407- 2022- 5 Ton Maintenence		47	0	142	0
16-407-1 2022-1 ton Maintenance	1,000	825	1,500	1,254	4,500
16-408 2022 5 Ton Fuel		1,524	0	2,142	0
16-408-1 2022 One Ton Fuel	3,500	6,931	6,500	7,566	7,500
16-405 - Harris Lake Road Association	1,200	1,000	1,000	0	0
16-409 - 2007 Tandem International - Maintenance	8,000	15,853	9,000	8,716	9,000
16-411 - 2007 Tandem International - Fuel	6,500	6,662	7,000	3,978	5,500
16-412 - 2020 Float Maintenance	1,000	235	500	540	1,000
16-414 - Bunny Trail RR X - Maintenance	4,000	3,265	3,300	4,354	4,100
16-421 - 2010 Grader - Maintenance	30,000	35,282	24,000	25,643	25,000
16-423 - 2010 Grader - Fuel	13,000	17,740	17,000	14,079	14,500
16-426 - 2016 Backhoe - Maintenance	13,000	22,602	2,400	4,810	0
16-426-1 2022 Backhoe Maint -John Deer	1,000	147	2,500	4,075	4,500
16-427 - 2016 Backhoe - Fuel Case	3,000	7,016	1,000	871	0
16-427-1 2022 Backhoe Fuel John Deer	4,000		5,000	4,705	5,000
16-439 - Road Street Lights	4,000	3,155	4,000	8,940	5,000
16-439.-1 Hyundai Excavator Maintenance			2,000	3,798	4,500
16-439-2 Hyundai Excavator Fuel			5,000	4,759	5,000
16-439-3 Fleet Insurance			29,045	29,139	38,817
16-440-4 Roads Grant	87,649	86,073	94,063	88,207	89,798
16-442 Road Reserve Equipment	25,000	25,000	25,000	25,000	
16-443 Road Reserve Construction`	20,000	20,000			
<b>Loans/Debentures</b>					
16-441-11 Tandem Plow Loan (Freightliner)	77,102	77,102	77,102	77,102	25,701
16-441-12 2022 Backhoe Loan	10,030	7,066	42,398	42,397	42,397
16-441-13 Land (2125 Highway 124) 2022 TD Loan		22,191	66,574	66,574	66,745
16-441-5 Roads Garage Debenture	37,281	37,281	37,281	37,281	37,281
16-441-7 Bunny Trail Culvert Debenture	19,992	19,992	19,992	19,992	19,992
16-441-9 Bunny Trail Construction Debenture	59,198	59,198	58,030	58,029	56,880
16-442 1 Canning Road (resurface treatment) Debenture	9,664	9,664	9,664	9,664	9,664
16-442-2 Balsam Road (surface treatment) Debenture	9,664	9,664	9,664	9,664	9,664
16-442-3 Boakview Road (bridge), Whitestone Lake Road (road repair), Bunny Trail (road repair) Debenture	14,120	1,379	37,198	37,198	37,198
16-442-4 2022 Roads Construction Loan (interest)	600				
Financing Fire Pumper Truck- - Interest Only 9 Month @ 5%					11,094
Debt Financing Municipal Contribution Recreation and Cultural Centre - Interest Only 9 Month @ 5%					0
Municipal Facility Construction Loan (Interest)	1,238				
XXX Debt Financing 2023 INT (2022 Capital Project \$188,734.26 for 7 months Interest 6.5%)			7,156		
<b>TOTAL TRANSPORTATION SERVICES INCLUDING LOAN/DEBENTURES</b>	<b>1,426,098</b>	<b>1,497,677</b>	<b>1,638,594</b>	<b>1,661,970</b>	<b>1,636,110</b>

**Municipality of Whitestone  
2023 Proposed Budget**

	<b>2022 Budget</b>	<b>Actual 2022 Dec 31 2022</b>	<b>Budget 2023</b>	<b>Actual 2023 As of May 1, 2024</b>	<b>Budget 2024</b>
<b>Environmental Services</b>	238,888	243,537	365,060	357,901	316,615
16-444-2 - Landfill Wages	91,958	96,833	117,721	122,455	149,046
16-444-1 - York Landfill - Training	500	351	500		500
16-444 - York Landfill - Miscellaneous	2,500	142	0	389	400
16-446 - York Landfill - Supplies	2,500	1,056	1,100	1,184	1,200
16-446 - 1 York Landfill - Hydro	700	472	700	558	700
16-447 - York Landfill -Compaction/Cover	7,000	6,833	0		0
16-448 - York Landfill - Recycling	20,000	35,067	35,500	46,901	20,000
16-452 - York Landfill - Maintenance	2,000	1,908	2,000	3,071	3,000
16-452-2 - York Landfill - Compactors Maintenance	4,000	4,277	3,500	841	3,500
16-455 - York Landfill - Hazardous Waste	11,000	11,000	10,000	9,834	10,000
16-456 - York Landfill - Monitoring	12,500	8,048	14,000	10,169	11,500
16-457 - York Landfill - Heating	750	731	750	855	750
16-457 - 1 - York Landfill - Internet	1,900	1,929	1,950	1,768	1,950
16-459 - York Landfill - Bulk Waste	9,000	10,197	9,000	8,298	13,260
16-466 - Auld Landfill - Supplies	1,000	776	800	766	1,000
16-466-1 Auld Landfill - Hydro	1,000	1,077	1,100	874	1,100
16-467 - Auld Landfill - Compaction/Cover	7,000	4,197	0		0
16-468 - Auld Landfill - Recycling	17,000	15,615	16,000	24,583	10,000
16-471 - Auld Landfill - Bulk Waste	8,000	9,901	9,000	8,748	11,300
16-472 - Auld Landfill - Brushgrinding	9,500	15,814	10,000	90	19,500
16-473 - Auld Landfill - Maintenance	2,000	1,268	1,300	2,917	2,600
16-473-1 - Auld Landfill - Compactors Maintenance	2,000		1,000	348	1,500
16-476 - Auld Landfill - Miscellaneous/Training	500		500	74	500
16-477 - Auld Landfill - Hazardous Waste		2,053	0		0
16-478 - Auld Landfill - Monitoring	7,500	5,556	5,500	7,708	6,000
16-479 - Auld Landfill - Heating	500	859	900	505	900
16-479 - 1 - Auld Landfill - Internet	1,000	605	1,000	901	1,700
16-480 Reserve Landfill Sites	10,000	10,000	10,000	10,000	10,000
16-483 - WahWashKesh Dam	2,500		0		0
16-486 Wah-Wash-Kesh Land Use	200	187	0	241	0
16-485 - Harris Lake Depot	2,500	2,748	2,800	2,849	2,900
16-458 - Parry Sound Industrial Park	14,590	14,736	15,031	14,884	15,033
16-484-1Benthic Monitoring	5,700	5,635	6,200	6,136	2,874
16-484 - ICECAP	10,500	8,000	9,730	9,730	10,225
16-484-2 Lake Planning	5,000	0	0		0
16-484-3 Misc. Initiatives WESC	3,000	1,746	2,500	100	3,500
<b>TOTAL ENVIRONMENTAL SERVICES</b>	<b>277,298</b>	<b>279,618</b>	<b>290,082</b>	<b>297,777</b>	<b>316,438</b>

**Health Services**

**Municipality of Whitestone  
2023 Proposed Budget**

	2022 Budget	Actual 2022 Dec 31 2022	Budget 2023	Actual 2023 As of May 1, 2024	Budget 2024
16-549 - Health Unit Operating (Levy)	30,459	30,459	30,961	30,961	31,891
16-550 - Ambulance Levy	198,506	198,506	208,563	208,563	217,452
<b>Total Health Services</b>	<b>228,965</b>	<b>228,964</b>	<b>239,524</b>	<b>239,524</b>	<b>249,343</b>
<b>Cemetery</b>					
16-501 - 1 Cemetery - Staking Fees	1,500	1,550	1,500	1,470	3,000
16-502 - Cemetery - Memberships	340	342	400	195	420
16-502 - 2 - Cemetery - Software	750	448	500	263	550
16-505 - Fairholme Cemetery - Grasscutting	2,700	2,515	3,400	1,244	3,500
16-506 - Fairholme Cemetery - Materials/Misc	1,750	204	4,350	1,887	2,000
16-513 - Maple Is Cemetery - Materials/Misc	500	522	1,000	151	1,000
16-515 - Maple Is Cemetery - Grasscutting	2,700	1,500	2,000	846	2,000
16-522 - Whitestone Cemetery - Materials	500	509	500	94	500
16-524 - Whitestone Cemetery - Grasscutting	2,700	750	1,500	738	1,500
<b>Total Cemetery</b>	<b>13,440</b>	<b>8,340</b>	<b>15,150</b>	<b>6,887</b>	<b>14,470</b>
<b>TOTAL HEALTH SERVICES</b>	<b>242,405</b>	<b>237,304</b>	<b>254,674</b>	<b>246,412</b>	<b>263,813</b>
<b>Social &amp; Family Services</b>					
16-618 - Dist Soc Services (DSSAB) Levy	264,531	264,531	273,582	273,582	284,870
16-628 - Belvedere Home - Operating (Levy)	72,105	72,106	71,986	71,986	61,677
<b>TOTAL SOCIAL &amp; FAMILY SERVICES</b>	<b>336,636</b>	<b>336,637</b>	<b>345,568</b>	<b>345,568</b>	<b>346,547</b>
<b>Recreation &amp; Culture</b>					
<b>Facilities</b>					
16-699 - Facilities - Wages & Benefit	87,910	93,686	85,319	62,795	91,588
16-702 - Dunchurch Hall - Supplies	1,300	1,738	1,670	1,979	1,700
16-703 - Dunchurch Hall - Building Maintenance	2,500	10,090	3,000	8,681	8,000
16-704 - Dunchurch Hall - Heating	4,000	4,753	5,000	5,257	5,300
16-705 - Dunchurch Hall - Hydro	3,000	3,292	3,500	3,939	3,700
16-706 - Dunchurch Hall - Telephone	600	647	600	604	700
16-707 - Dunchurch Hall - Insurance	5,484	5,626	6,189	6,284	6,787
16-707-1 - Facilities - Training	1,000		500	74	500
16-707-2 Bolger lake Landing		3,969	0	0	0
16-710 - Dunchurch Hall - High Speed Internet	1,300	3,306	2,000	2,244	2,100
16-716 - Maple Is Hall - Supplies	300		300	0	300
16-718 - Maple Is Hall - Building Maintenance	1,000	1,454	500	1,522	1,600
16-719 - Maple Is Hall - Hydro	2,300	442	2,400	2,418	2,400
16-720 - Maple Is Hall - Telephone/Internet	2,000	2,007	2,000	1,901	2,000
16-725 - Maple Is Hall - Insurance	1,371	1,407	1,547	1,571	1,697
16-731-1 2125 HWY 124 Property Maintnance		2,060	1,000	97	1,000
16-731-3 2125 HWY 124 -Hydro			2,000	2,044	2,000



**Municipality of Whitestone  
2023 Proposed Budget**

	2022 Budget	Actual 2022 Dec 31 2022	Budget 2023	Actual 2023 As of May 1, 2024	Budget 2024
16-731-5 2125 HWY 124-Insurance			2,500	2,474	2,672
16-731-6 2211 HWY 124 Property Maintenance			1,000	0	1,000
16-741 - Pavilion - Supplies	1,200	219	700	663	700
16-741-1 - Pavilion Heating	1,200	1,234	1,300	919	1,300
16-742 - Pavilion - Building Maintenance	3,000	2,869	2,500	1,892	2,000
16-743 - Pavilion - Hydro	1,000	1,221	1,300	1,432	1,400
16-745 - Pavilion - Insurance	3,428	3,516	3,868	3,928	4,242
16-762 - Maple Is Park - Maintenance	150	854	500	643	1,300
16-767 - Municipal Flowers	1,300	909	900	998	1,000
16-768 - Storage Garage - Hydro	3,500		0		0
16-769 - Facilities / Parks Maintenance	500	3,378	3,000	4,013	4,000
16-774 Facility Reserve- Vehicle	10,000	10,000	0		
16-775-2 New 2023 - Truck- Maintenance			1,000		
16-775 - 2016 Facilities Truck - Maintenance/ Insurance	2,000	3,365	4,000	3,405	4,195
16-776 - 2016 Facilities Truck - Fuel	4,000	4,768	4,000	4,175	4,000
16-777 - Municipal Building Mtce	2,500	992	3,500	1,476	6,000
16-778 - Water Maintenance	3,500	6,807	2,500	6,609	6,500
16-779 - Water Testing	1,500	1,387	1,500	615	1,500
16-781 - Dunchurch Dock - Beach Maintenance	2,000	2,685	1,500	462	1,500
16-782- Infrastructure Reserve	30,000	30,000			
16-784 - Mower Expense and small equipment	1,000	816	1,200	1,100	1,500
<b>Total Facilities</b>	<b>185,843</b>	<b>209,498</b>	<b>154,293</b>	<b>136,215</b>	<b>176,180</b>
<b>Recreation</b>					
16-787 - Recreation - Public Pay Telephone	600	611	600	611	625
16-790 - Recreation - Committee Programs	22,000	12,376	15,000	14,200	26,000
16-791-2 Recreation Equip & Education/Training			500		1,000
16-790-4 Swim Program	5,000	984	0		4,000
<b>Total Recreation</b>	<b>27,600</b>	<b>13,970</b>	<b>16,100</b>	<b>14,811</b>	<b>31,625</b>
<b>After School Program</b>					
16-798 - After School Program	14,200	12,521	13,500	8,149	7,000
16-798-1 After School Program-Supplies	600		400	24	400
	<b>14,800</b>	<b>12,521</b>	<b>13,900</b>	<b>8,173</b>	<b>7,400</b>
<b>Total Recreation &amp; After School Program</b>	<b>42,400</b>	<b>26,491</b>	<b>30,000</b>	<b>22,983</b>	<b>39,025</b>
<b>Thrift Shop</b>					
16-793 - Recreation - Thrift Shop Donations	13,000	16,250	14,000	17,500	17,000
16-794 - Recreation - Thrift Shop Expenses	250		250	0	300
<b>Total Thrift Shop</b>	<b>13,250</b>	<b>16,250</b>	<b>14,250</b>	<b>17,500</b>	<b>17,300</b>

**Library**

**Municipality of Whitestone  
2023 Proposed Budget**

	2022 Budget	Actual 2022 Dec 31 2022	Budget 2023	Actual 2023 As of May 1, 2024	Budget 2024
16-803 - Library - Expenses	93,636	98,324	116,796	117,280	114,300
Insurance					6,570
16-806 - Library - Building Maintenance	3,000	5,790	3,000	1,245	3,000
<b>Total Library</b>	<b>96,636</b>	<b>104,115</b>	<b>119,796</b>	<b>118,525</b>	<b>123,870</b>
<b>TOTAL RECREATION &amp; CULTURE</b>	<b>338,129</b>	<b>356,353</b>	<b>318,339</b>	<b>295,223</b>	<b>356,375</b>
<b>Planning &amp; Development</b>					
16-811 - Nursing Station Expenses	1,500	1,469	1,500	2,894	3,000
16-818 - 911 Expenses	500	1,125	500	185	500
16-819 - 911 Levy	2,400	1,207	1,219	1,123	1,200
16-841 - Parry Sound Planning Board	5,000	5,000	5,000	5,000	5,000
16-843 - Planning & Development	40,000	66,598	50,000	34,948	70,000
16-844 - Planning-Capital-Official Plan/Zoning	0				
16-845-3-Land Use permit Gooseneck Lake LUP1654				93	90
16-845-4-Land Use permit WahWashKesh lake PS-2023					100
16-845-5-Land Use permit Ardbeg PS-2022-PLA 00201				207	300
16-845-6-Land Use permit Whitest Lake Trail MPSB-2023				241	250
16-845-7-Land Use permit Auld's Road Landfill				2,347	2,400
16-845-8-Land Use permit WahWashKesh Lake PS2019					100
16-844-1 Parkland Reserve Contribution		40,131.51	35,000	34,902	35,000
<b>Toal Planning &amp; Development</b>	<b>49,400</b>	<b>115,530</b>	<b>93,219</b>	<b>81,940</b>	<b>117,940</b>
<b>Community Economic &amp; Development</b>					
16-845 - Tourisium Orientation Destination Signs	5,000	2,422	2,500	3,962	2,500
16-845-1 - Walking Trails - Maintenance/Land Use	500	392	500		500
16-845-2 - CIINO	6,041	6,250	6,250	6,250	0
<b>Total Community &amp; Development</b>	<b>11,541</b>	<b>9,064</b>	<b>9,250</b>	<b>10,212</b>	<b>3,000</b>
<b>TOTAL PLANNING &amp; DEVELOPMENT</b>	<b>60,941</b>	<b>124,594</b>	<b>102,469</b>	<b>92,152</b>	<b>120,940</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>4,909,498</b>	<b>5,048,759</b>	<b>5,272,844</b>	<b>5,260,603</b>	<b>5,514,478</b>
<b>TOTAL CAPITAL EXPENSES</b>	<b>2,734,079</b>	<b>2,270,723</b>	<b>901,844</b>	<b>827,342</b>	<b>1,185,402</b>
<b>TOTAL MUNICIPAL EXPENSES</b>	<b>7,643,578</b>	<b>7,319,482</b>	<b>6,174,688</b>	<b>6,087,945</b>	<b>6,699,881</b>
<b>School Boards</b>	<b>968,336</b>	<b>987,657</b>	<b>979,263</b>	<b>1,011,367</b>	<b>994,993</b>
<b>TOTAL EXPENSES MUNICIPAL &amp; SCHOOL</b>	<b>8,611,914</b>	<b>8,307,139</b>	<b>7,153,952</b>	<b>7,099,311</b>	<b>7,694,874</b>
<b>REVENUES</b>	<b>8,365,767</b>	<b>8,144,652</b>	<b>7,143,011</b>	<b>7,151,316</b>	<b>7,643,364</b>
	<b>-246,146</b>	<b>-162,487</b>	<b>-10,940</b>		<b>-51,510</b>

Five year forecast									
2024 Proposed Capital Budget & Special Projects & Five Year Forecast	2022 Approved Budget	Actual 2022	2023 Budget	Actual 2023 As of May 1, 2024	2024 Budget	2025 Draft	2026 Draft	2027 Draft	2028 Draft
PROJECT									
<b>GENERAL GOVERNMENT</b>									
19-100 Computer Upgrades for Office	18,400	11,647	5,000	3,423	5,000				
19-110 Community Centre Communications	40,000	6,125	10,000		25,000				
AMP Consultant - Phase 2 and 3					30000	16000			
19-111 AMP Facilities Assessment	45,000		44,000	40,144	0				
19-112 Consultant - HR Policy Handbook	9,000	9,315			0				
19-113 Scanner/Printer for Building Drawings	25,000	16,792			0				
19-114 Health & Safety Policy Update	6,000		0		9,000				
Pay Equity Review			0			10,000			
19-115 Official Plan - Consultants			5,000		20,000				
19-116 Lake Planning Initiatives			15,000		5,000				
Sub-total	<b>143,400</b>	<b>43,880</b>	<b>79,000</b>	<b>43,568</b>	<b>94,000</b>	<b>26,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FIRE DEPARTMENT</b>									
19-205 Helipad Improvements	14,000	10,571							
19-206 Tanker 2 Replacement Tires	2,500	2,703							
19-207 Valves for Firetruck			3,500	2,889					
Replace Rescue #1 EMS Deckels Instal Radio					4,000				
Improvements to Fire Station 1 per Steinhoff report					3,000				
Improvements to Fire Station 2 per Steinhoff report					7,000				
Consultant Review Of Pumper Truck Purchase									
19-208 Replace Fire Pumper Truck				15,264	721,945				
Sub-total	<b>16,500</b>	<b>13,273</b>	<b>3,500</b>	<b>18,153</b>	<b>735,945</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PUBLIC WORKS MISC.</b>									
19-327 Bridge and Structure Inpsections			9,500	9,932		10,000		10,000	
19-308 Structure Maintenance/Guide Rail	60,000	23,239	20,000	8,674	30,000	40,000	50,000	60,000	70,000
19-344 Digital Radar Sign	5,000	4,089							
19-344-1 Hwy 125 W/E HWY 520 Clear lake RD sign									

2024 Proposed Capital Budget & Special Projects & Five Year Forecast	2022 Approved Budget	Actual 2022	2023 Budget	Actual 2023 As of May 1, 2024	2024 Budget	2025 Draft	2026 Draft	2027 Draft	2028 Draft
<b>PROJECT</b>									
19-328 Sidewalks (from Moore Dr to Marina Dr. Hwy 124 North Side)	8,000		10,000	7,779	3,000				
19-330 Fuel Pumps - Public Works Garage	11,000		5,000	5,241					
Public Works Garage lighting (internal)					7,000				
Generators for Library and PW Garage and Sand Bags (subject to approval of Emergency Preparedness Grant)					0				
Sub-total	<b>84,000</b>	<b>27,328</b>	<b>44,500</b>	<b>31,627</b>	<b>40,000</b>	<b>50,000</b>	<b>50,000</b>	<b>70,000</b>	<b>70,000</b>
<b>ROADS AND BRIDGES</b>									
19-351-1 Farleys Road, Hwy 124 to Dobson Rd	20,000	25,574							
19-351-2 Canning Rd, Karbehuwe Ln to End	40,000	45,538							
19-351-3 Whitestone Lake Road, Hwy 520 to Whitestone Lake Resort	48,600	45,538							
19-351-4 Maple Island Rd, Hwy 520 to Shady Maple Trail	120,000	74,993							
19-351-5 York St, Hwy 124 to Landfill	8,000						38,000		
Maple Island Rd, Hwy 520 to Shady Maple Trail Surface Treatment						115,000			
19-351-6 Bunny Trail, Railway Crossing to Boakview			187,298	175,833					
Bunny trail Slurry Seal & repair Boakview to Boundary At McDougal					68,000				
Bunny Trail Slurry Seal Hwy 520 S for 6 km									260,000
Slurry Seal Farley Road Hills					32,000				
Farelys Road end treatment guiderail						79,000			
Shakell Rd, Grey Owl Rd to East End								48,000	
Grey Owl Rd, Grey Owl Rd to East End SS									
19-351-7 Maple Island CSP 0.31 kms N Hwy 520			15,000						
19-351-8 Aulds Road Bridge			10,000	7,917				382000	
Maple Island Bridge (on Seasonal Road)						30,000		277,000	
Maple Island Bridge 1.1 km N of Hwy 520 (Guide Rail)									104,000

2024 Proposed Capital Budget & Special Projects & Five Year Forecast	2022 Approved Budget	Actual 2022	2023 Budget	Actual 2023 As of May 1, 2024	2024 Budget	2025 Draft	2026 Draft	2027 Draft	2028 Draft
<b>PROJECT</b>									
Ladd Road Bridge						376,000			
Ladd Road Bridge Engineering rehabilitation replacment analysis					25,000				
Crown Retreats DC, Gravel									
Shawanaga Rd CPS guiderail 4.5km W of Lorimer Lake Road							85,000		
Farleys Road Bridge Guide Rail end treatments					50,000				
Maple Island Bridge 1.10 KM N of HWY 520					60,000				
Shawanaga Lake Road Install Guide Rail over Structure							112,000		
Bunny Trail CSP, 0.11 km S of Stiblers Rd						20,000			
Proposed Dobson Rd Class A Quarry License (Pit Plan)									
13th and 14th Concession Bridge upgrades									193,000
Sub-total	<b>236,600</b>	<b>191,644</b>	<b>212,298</b>	<b>183,750</b>	<b>235,000</b>	<b>620,000</b>	<b>235,000</b>	<b>707,000</b>	<b>557,000</b>
<b>FLEET</b>									
Grader								580,000	
Tandem Plow							329,000		
19-343 Heavy Duty Pick Up with Plow net of trade	73,000	78,926							
Pickup Truck						60,000			
19-345 Backhoe	185,000	187,677							
Power Broom								22,000	
19-346 Plate Packer	15,000	9,667							
19-347 Water Tank for Tandem Truck	22,000		42,000	37,651					
Facilities compact Truck (lower tailgate)						55,000			
19-348-1 2022 Hyundai Excavator			236,895	235,296					
Thumb/Forks for Backhoe and adaptor					15,500				
Two way Plow					0				

2024 Proposed Capital Budget & Special Projects & Five Year Forecast	2022 Approved Budget	Actual 2022	2023 Budget	Actual 2023 As of May 1, 2024	2024 Budget	2025 Draft	2026 Draft	2027 Draft	2028 Draft
<b>PROJECT</b>									
Sub-total	<b>295,000</b>	<b>276,270</b>	<b>278,895</b>	<b>272,947</b>	<b>15,500</b>	<b>131,000</b>	<b>329,000</b>	<b>602,000</b>	<b>0</b>
<b>LANDFILL</b>									
19-812 Landfill capital Auld Landfill shed		4,554							
19-xxx Landfill capital York St Landfill shed								10,000	
Sub-total		4,554	0	0	0	0	0	10,000	
<b>FACILITIES</b>									
19-714 Electronic Notice Sign at CC AODA - (2) Automatic door openers 1)Front Entrance Community Centre 2) Dundome Accessible Washroom	20,000	21,203			8,000				
19-714-1 Concrete work Community Centre and Library			10,000	3,664	0				
Parking Lot extention - Nursing Station					0				
Community Centre Chairs (50)					0				
Community Centre Vinyl Siding on the wall					14,000				
Street light at CC and Church St Dock					4,000				
<b>LIBRARY</b>									
19-553 Electronic Sign at Library	25,000	25,000							
Front Steps					6,000				
Sub-total	<b>45,000</b>	<b>46,203</b>	<b>10,000</b>	<b>3,664</b>	<b>32,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>RECREATION</b>									
19-808 Installation of Sunshades	3,000	1,539							
19-810 Gate for Ball Park	3,000	244							
19-811 Gooseneck Lake Dock	15,000	15,499			0				
Land (2125 Highway 124) 2022 TD Loan ( Future recreation Development					0				
Pick Up Truck						55,000			
Sun shade									
19-813 Farleys Road Boat Launch + signage			4,000	4,028					
General Boat Launch Improvements									

2024 Proposed Capital Budget & Special Projects & Five Year Forecast	2022 Approved Budget	Actual 2022	2023 Budget	Actual 2023 As of May 1, 2024	2024 Budget	2025 Draft	2026 Draft	2027 Draft	2028 Draft
<b>PROJECT</b>									
19-XXX- Boat Launches					17,000				
19-XXX Wah Wash Kesh Docks and log boom/					2,000				
XXXBolger Lake Landing					2,000				
Mulch in Church St Park playground AODA					5,799				
Sub-total	<b>21,000</b>	<b>17,282</b>	<b>4,000</b>	<b>4,028</b>	<b>26,799</b>	<b>55,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER</b>									
19-601 Municipality Facility Renovation	165,000	155,192		560					
19-701 Nursing Station	917,079	761,343	156,651	170,818	0				
19-714 Facilities Captial Electric sign				76					
19-810-1 2211 HWY 124 Purchase of Property (Frankland) (2024 demolition of Shed)	115,500	10,180	113,000	98,153	4,000				
19-809 Land Purchase (The former Twist Restaurant)	695,000	723,575			0				
West Parry Sound Recreation and Cultural Centre - Municipal contribution	0	0			0	250,000			
Emergency Management Initiatives ( \$3800 for training to be funded by Emergency Preparedness Grant if approved)					2,158				
Sub-total	<b>1,892,579</b>	<b>1,650,290</b>	<b>269,651</b>	<b>269,606</b>	<b>6,158</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>2,734,079</b>	<b>2,270,723</b>	<b>901,844</b>	<b>827,342</b>	<b>1,185,402</b>	<b>1,132,000</b>	<b>614,000</b>	<b>1,389,000</b>	<b>627,000</b>

**2024 Draft Reserves Budget**

Reserve	2022 Budgeted Transfers In	2022 Budgeted Transfers Out	2022 Budgeted Closing Balance	2023 Budgeted Transfers In	2023 Budgeted Transfers Out	2023 Budgeted Closing Balance	2024 Budgeted Transfers In	2024 Budgeted Transfers Out	2024 Budgeted Closing Balance
Parkland	40,132 -	21,871	187,901	34,902 -	102,181	120,622	35,000 -	62,799	92,823
Fire Pumper	30,000		171,118	130,000		301,118	125,000 -	426,118	0
Fire Vehicle/Equipment	10,000 -	2,500	51,500	5,000		56,500	10,000 -	4,000	62,500
Forest Fire Reserve	20,000		150,533		100,000	50,533			50,533
Roads Equipment Reserve	25,000 -	88,593	105,243	25,000 -	37,651	92,592	-	15,500	77,092
Asset Management Reserve	388,750 -	63,231	708,648	293,374 -	294,937	707,085	288,985 -	132,312	863,758
Reserve Thrift Shop			24,290			24,290			24,290
Landfill Reserve	10,000		28,718	10,000		38,718	10,000		48,718
Cemetery Reserve			2,478			2,478			2,478
Cemetery Capital			13,721			13,721			13,721
Gas Tax			-			-			-
Kashe Dam			12,000			12,000			12,000
Building Reserve	-	16,792	37,208			37,208			37,208
Building Vehicle Reserve			43,000			43,000			43,000
Facilities Vehicle Reserve	10,000		39,854			39,854			39,854
Library (Expansion/Sign)	-	25,000 -	0			0			0
<b>Total</b>	<b>533,882</b>	<b>-217,987</b>	<b>1,576,213</b>	<b>498,276 -</b>	<b>534,769</b>	<b>1,539,720</b>	<b>468,985 -</b>	<b>640,729</b>	<b>1,367,975</b>



Municipality of Whitestone  
General Levy - 2024 Assessment

	2023 Tax Rate 0.005296796	Increase 1.0758	2024 Tax Rate 0.00569829						Weighted	2024	2024
	Assessment 2024	Assessment 2023	Assessment 2022	Assessment 2021	Assessment 2020	Assessment 2019	Assessment 2018	Tax Ratio	Assessment	Tax Rate	Tax Amount
Residential	631,454,410.00	620,772,410.00	611,511,510.00	606,864,510	603,217,610	580,599,433	562,125,712	1.0000	631,454,410	0.00569829	3,598,212.06
Commercial	4,121,800.00	4,121,800.00	3,935,200	3,934,500	3,645,000	3,692,260	3,621,219	1.0000	4,121,800	0.00569829	23,487.22
Commercial Excess								0.7000	0	0.00398880	0.00
Commercial Vacant	130,500.00	130,500.00	130,500	130,500	92,000	90,500	89,000	0.7000	91,350	0.00398880	520.54
Commercial New Construction		-	305,400	305,400	53,700	45,575	40,550	1.0000	0	0.00569829	0.00
Farmland	3,210,000.00	3,133,900.00	3,136,800	2,909,900	2,769,400	2,362,092	2,126,735	0.2500	802,500	0.00142457	4,572.88
Industrial	204,200.00	279,100.00	279,100	279,100	278,600	274,869	228,000	1.0000	204,200	0.00569829	1,163.59
Managed Forest	2,376,200.00	2,332,400.00	2,325,300	2,190,600	2,101,600	2,197,558	2,077,166	0.2500	594,050	0.00142457	3,385.07
<b>Sub Total</b>	<b>641,497,110.00</b>	<b>630,770,110.00</b>	<b>621,623,810</b>	<b>616,614,510</b>	<b>612,157,910</b>	<b>589,262,287</b>	<b>570,308,382</b>		<b>637,268,310</b>		<b>3,631,341.37</b>
Industrial PIL								1.0000	0		0.00
Commercial PIL	86,700.00	86,700.00	86,700.00	86700	84700	40,500	37,800	1.0000	86,700	0.00569829	494.04
Residential PIL - General	78,000.00	78,000.00	78,000.00	78000	78000	78,000	78,000	1.0000	78,000	0.00569829	444.47
Residential Tenant of Prov PIL	1,244,200.00	1,279,200.00	1,269,700.00	1287200	1287200	1,303,586	1,212,272	1.0000	1,244,200	0.00569829	7,089.82
Landfill PIL	9,800.00	9,800.00	9,800.00	9800	9800	4,175	3,850	4.4913	44,015	0.02559288	250.81
LCBO PIL					117400	117,400	117,400	1.0000	0	0.00569829	0.00
<b>Total</b>	<b>642,915,810.00</b>	<b>632,223,810.00</b>	<b>623,068,010</b>	<b>618,076,210</b>	<b>613,735,010</b>	<b>590,805,948</b>	<b>571,757,704</b>		<b>638,721,225</b>		<b>3,639,620.50</b>

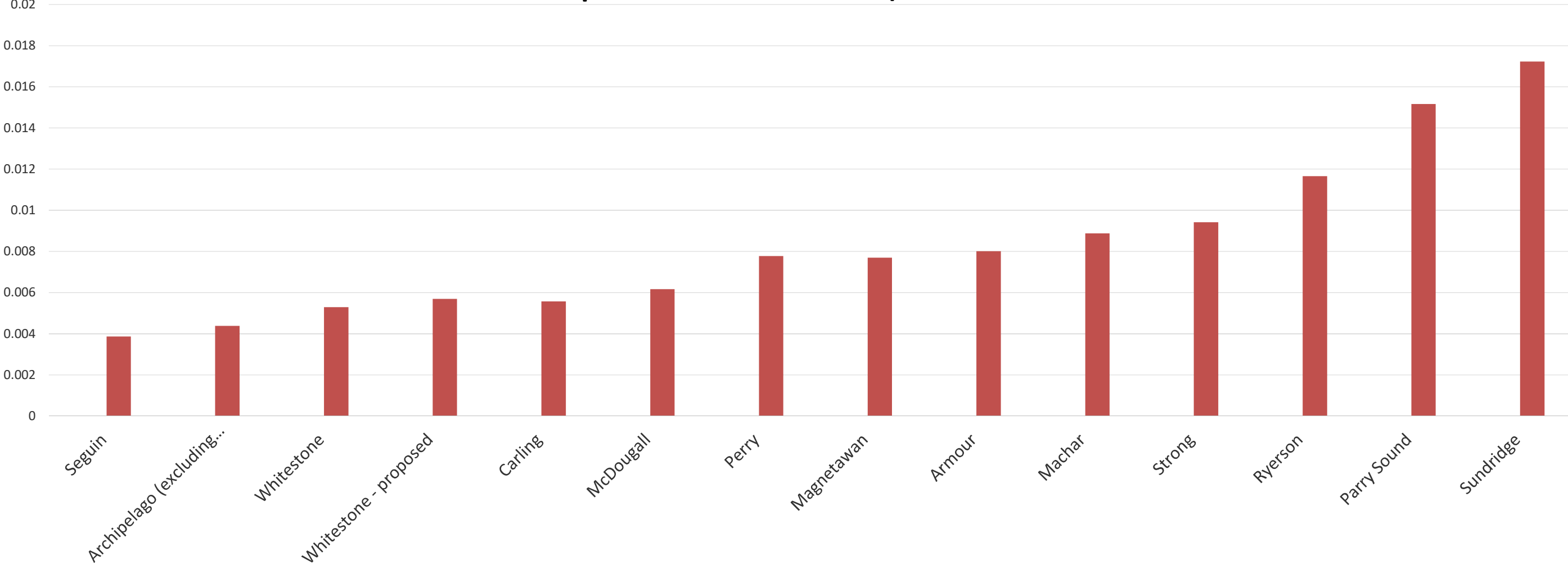
School Board - 2024 Assessment

	Assessment 2024	Assessment 2023	Assessment 2022	Assessment 2021	Assessment 2020	Assessment 2019	Assessment 2018	Tax Ratio	Weighted Assessment	Tax Rate	Tax Amount
Residential	631,454,410.00	620,772,410.00	611,511,510	606,864,510	603,217,610	580,599,433	562,125,712	1.0000	631,454,410	0.00153000	966,125.25
Commercial	4,121,800.00	4,121,800.00	3,935,200	3,934,500	3,645,000	3,692,260	3,621,219	1.0000	4,121,800	0.00586377	24,169.29
Commercial Excess								0.7000	0	0.00586377	0.00
Commercial Vacant	130,500.00	130,500.00	130,500	130,500	92,000	90,500	89,000	0.7000	91,350	0.00586377	765.22
Commercial New Construction		-	305,400	305,400	53,700	45,575	40,550	1.0000	0	0.00586377	0.00
Farmland	3,210,000.00	3,133,900.00	3,136,800	2,909,900	2,769,400	2,362,092	2,126,735	0.2500	802,500	0.00038250	1,227.83
Industrial	204,200.00	279,100.00	279,100	279,100	278,600	274,869	228,000	1.0000	204,200	0.00880000	1,796.96
Managed Forest	2,376,200.00	2,332,400.00	2,325,300	2,190,600	2,101,600	2,197,558	2,077,166	0.2500	594,050	0.00038250	908.90
<b>Sub Total</b>	<b>641,497,110.00</b>	<b>630,770,110.00</b>	<b>621,623,810</b>	<b>616,614,510</b>	<b>612,157,910</b>	<b>589,262,287</b>	<b>570,308,382</b>		<b>637,268,310</b>		<b>994,993.44</b>
Industrial PIL								1.0000	0		0.00
Commercial PIL	86,700.00	86,700.00	86700	86700	84700	40,500	37,800	1.0000	86,700	0.00586377	508.39
Residential PIL - General	78,000.00	78,000.00	78000	78000	78000	78,000	78,000	1.0000	78,000	0.00153000	119.34
Residential Tenant of Prov PIL	1,244,200.00	1,279,200.00	1269700	1287200	1287200	1,303,586	1,212,272	1.0000	1,244,200	0.00153000	1,903.63
Landfill PIL	9,800.00	9,800.00	9800	9800	9800	4,175	3,850	1.0000	9,800	0.00980000	96.04
LCBO PIL					117400	117,400	117,400	1.0000	0	0.00586377	0.00
<b>Total</b>	<b>642,915,810.00</b>	<b>632,223,810.00</b>	<b>623,068,010</b>	<b>618,076,210</b>	<b>613,735,010</b>	<b>590,805,948</b>	<b>571,757,704</b>		<b>638,687,010</b>		<b>997,620.83</b>

<b>2023 Tax Impact on Median/Typical Property (Before Education Tax)</b>	<b>2023 CVA</b>	<b>2024 CVA</b>	<b>% CVA Change</b>	<b>2023 Municipal CVA Taxes</b>	<b>2024 Municipal CVA Taxes</b>	<b>\$ Tax Change</b>	<b>% Tax Change</b>
Single Family Home	\$ 146,000	\$ 146,000	0.00%	\$ 773.33	\$ 831.95	\$ 58.62	7.58%
Seasonal Recreational Dwelling	\$ 265,000	\$ 265,000	0.00%	\$ 1,403.65	\$ 1,510.05	\$ 106.40	7.58%
Farm House	\$ 142,000	\$ 142,000	0.00%	\$ 752.14	\$ 809.16	\$ 57.01	7.58%
Farmland	\$ 73,000	\$ 73,000	0.00%	\$ 96.67	\$ 103.99	\$ 7.33	7.58%
Managed Forest	\$ 43,500	\$ 43,500	0.00%	\$ 57.60	\$ 61.97	\$ 4.37	7.58%
Small Retail Comm Prop	\$ 107,700	\$ 107,700	0.00%	\$ 570.46	\$ 613.71	\$ 43.24	7.58%
Small Retail Comm Prop	\$ 86,000	\$ 86,000	0.00%	\$ 455.52	\$ 490.05	\$ 34.53	7.58%

<b>2023 Tax Impact on Median/Typical Property (After Education Tax)</b>	<b>2023 CVA</b>	<b>2024 CVA</b>	<b>% CVA Change</b>	<b>2023 Municipal CVA Taxes</b>	<b>2024 Municipal CVA Taxes</b>	<b>\$ Tax Change</b>	<b>% Tax Change</b>
Single Family Home	\$ 146,000	\$ 146,000	0.00%	\$ 996.71	\$ 1,055.33	\$ 58.62	5.88%
Seasonal Recreational Dwelling	\$ 265,000	\$ 265,000	0.00%	\$ 1,809.10	\$ 1,915.50	\$ 106.40	5.88%
Farm House	\$ 142,000	\$ 142,000	0.00%	\$ 969.40	\$ 1,026.42	\$ 57.01	5.88%
Farmland	\$ 73,000	\$ 73,000	0.00%	\$ 124.59	\$ 131.92	\$ 7.33	5.88%
Managed Forest	\$ 43,500	\$ 43,500	0.00%	\$ 74.24	\$ 78.61	\$ 4.37	5.88%
Small Office Bldg	\$ 107,700	\$ 107,700	0.00%	\$ 1,201.99	\$ 1,245.23	\$ 43.24	3.60%
Small Retail Comm Prop	\$ 86,000	\$ 86,000	0.00%	\$ 959.81	\$ 994.34	\$ 34.53	3.60%

### 2023 Sample ATTACHMENT F – Comparative Residential Tax Rates



# CONSENT AGENDA



**DRAFT Regular Council Meeting Minutes**  
**Tuesday, April 16, 2024, 10:00 a.m.**  
**Dunchurch Community Centre and Zoom Video Conferencing**

**Present:** Mayor George Comrie  
Councillor Janice Bray  
Councillor Joe Lamb  
Councillor Scott Nash – left meeting at 5:40 p.m.  
Councillor Brian Woods – in person to 3:20 p.m., by Zoom 3:20 p.m. to adjournment

**Staff:** Michelle Hendry, CAO/Clerk  
David Creasor, Manager Public Works (10:00 a.m. to 3:00 p.m.)  
Maneesh Kulal, Treasurer / Tax Collector 10:00 a.m. to 2:00 p.m.)  
Paula Macri, Planning Assistant (10:00 a.m. to 1:30 p.m.)  
Wendy Schroeder, Deputy Clerk/Records Management Coordinator  
Bob Whitman, Fire Chief

**Invited Guests:** Patrick Christie, C.P.T., Parry Sound Area Planning Board (via Zoom videoconference)  
Jamie Robinson, MHBC Planning Consultants (via Zoom videoconference)  
Patrick Townes, MHBC Planning Consultants (via Zoom videoconference)  
Caitlin Deevey, alternate By-law Enforcement Officer (via Zoom, telephone)

**Other Guests:** 2 in person  
1 via Zoom video conference or telephone

**1. Roll Call and Call to Order** 10:00 a.m.

**2. Disclosure of Pecuniary Interest**  
Mayor Comrie requested that any pecuniary interest be declared for the record.

Councillor Bray declared a pecuniary interest with item 11.5, Legion Branch 392, Magnetawan-Dunchurch.

Mayor Comrie declared a pecuniary interest with item 11.5, Legion Branch 392, Magnetawan-Dunchurch.

**3. Approval of the Agenda**

**Resolution No. 2024-142**  
**Moved by:** Councillor Lamb  
**Seconded by:** Councillor Bray

**WHEREAS** the Members of Council have been presented with an Agenda for the April 16, 2024 Regular Council meeting;

**BE IT RESOLVED THAT** the Agenda for this meeting be adopted as presented, with the following addition:

Item 11.7, District of Parry Sound Municipal Association Spring 2024 Meeting.

**Recorded Vote requested by Councillor Nash:**

		YEAS	NAYS	ABSTAIN
Councillor	Brian Woods		X	
Councillor	Janice Bray	X		
Councillor	Joe Lamb	X		
Councillor	Scott Nash		X	
Mayor	George Comrie	X		

**Carried**

**4. Presentations and Delegations - None**

**Move into Committee of the Whole**

**Resolution No. 2024-143**

**Moved by:** Councillor Nash

**Seconded by:** Councillor Woods

**THAT** the Council of the Municipality of Whitestone move into Committee of the Whole at 10:16 a.m.

**Carried**

**5. Committee of the Whole**

**5.1 Planning Matters**

**5.1.1 Municipal Planners MHBC**

A question and answer session with Council

**5.1.2 Consent Application B39/2023(W), STRONG, Julie ®**

- Memorandum from Paula Macri, Planning Assistant dated March 27, 2024 including comments from MHBC, Planning Consultants

**5.1.3 Consent Application B57/2022(W), HISEY, Heather / MANNERY, Susan ®**

- Memorandum from Paula Macri, Planning Assistant dated March 27, 2024 regarding status of conditions of approval

**5.1.4 Consent Application B09/2024(W), SANNA, Angelo and Bruna ®**

- Memorandum from the Parry Sound Area Planning Board dated March 7, 2024

**5.2 2024 Draft Operating and Capital / Special Projects Budget**

**5.2.1 Memorandum from Treasurer Maneesh Kulal dated April 16, 2024**

Draft 2024 Operating and Capital/ Special Projects Budget  
Updates from March 5, 2024 Budget meeting

5.2.2 Annual Road Grant Funding per By-law 30-2017

5.2.3 Proposed deferral to 2025 of the Capital Contribution to the West Parry Sound Recreation and Cultural Centre

5.3 **DRAFT updated By-law to regulate traffic and to govern and control the parking of Vehicles, Boats, Camping Units, and Trailers in the Municipality of Whitestone**

- Memorandum from CAO/Clerk Hendry dated April 16, 2024

**Resolution No. 2024-144**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Nash

**THAT** the Council of the Municipality of Whitestone agree to alter the order of business of the April 16, 2024 Regular Council Meeting Agenda as follows:

After the completion of Items 5.1.1, 5.1.2, 5.1.3 and 5.1.4, Council will reconvene into the Regular Council meeting for the purposes of addressing the proposed motions in respect of Items 5.1.2, 5.1.3 and 5.1.4.

Council will then move back into Committee of the Whole for the purpose of addressing Items 5.2 and 5.3.

**Carried**

**Matters Arising from Committee of the Whole**

**Resolution No. 2024-145**

**Moved by:** Councillor Woods

**Seconded by:** Councillor Bray

5.1.2 **STRONG** Consent Application B39/2023(W), **STRONG**, Julie

- Memorandum from Paula Macri, Planning Assistant dated March 27, 2024 including comments from MHBC, Planning Consultants

**WHEREAS** on February 20, 2024 (by Resolution No. 2024-053) Council approved Consent Application No. B39/2023 in principle, subject to the following conditions:

1. **THAT** payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law; and
2. **THAT** the newly created lot receive 911 addressing from the Municipality; and
3. **THAT** the new water access lot must include a dedicated mainland access and parking area registered with the lot; and
4. **THAT** all applicable planning fees be paid to the Municipality of Whitestone.

**AND WHEREAS** on February 26, 2024 the Parry Sound Area Planning Board deferred the matter based on a request by Councillor Scott Nash to the Planning Board Secretary, to amend the Council resolution;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives the Memorandum from Paula Macri, Planning Assistant dated March 27, 2024 including comments from MHBC, Planning Consultants, as information.

**Recorded Vote as per Section 3.20, Procedural By-law 80-2023:**

		YEAS	NAYS	ABSTAIN
Councillor	Janice Bray	X		
Councillor	Joe Lamb	X		
Councillor	Scott Nash	X		
Councillor	Brian Woods	X		
Mayor	George Comrie	X		

**Carried**

**Resolution No. 2024-146**

**Moved by:** Councillor Woods

**Seconded by:** Councillor Lamb

- 5.1.3 Consent Application B57/2022(W), HISEY, Heather / MANNERY, Susan
- Memorandum from Paula Macri, Planning Assistant dated March 27, 2024 regarding status of conditions of approval

**WHEREAS** on January 30, 2023 the Parry Sound Area Planning Board approved Consent Application No. B57/2022, subject to the following conditions:

1. **THAT** payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law; and
2. **THAT** the new lots receive 911 addressing from the Municipality; and
3. **THAT** the applicants retain a qualified environmental consultant to assess the natural heritage features on the property; and
4. **THAT** the applicants undertake a scoped analysis by a qualified consultant to determine the impacts, if any, that the existing municipal waste site at Auld's Road will have on the proposed consents; and
5. **THAT** the lands be rezoned to recognize the proposed lot areas and frontages and the lands be placed in an 'H' holding zoning pending the completion of the environmental and hydrogeological assessments to the satisfaction of Council; and
6. **THAT** the applicants enter into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on title to recognize the private road access; to include special septic design features; and to include any specific mitigation measures resulting from the environmental and hydrogeological assessment; and



7. **THAT** payment of all applicable planning and legal fees be made to the Municipality of Whitestone.

**AND WHEREAS** Paula Macri, Planning Assistant has provided a Memorandum dated March 27, 2024 regarding the status of conditions of approval;

**NOW THEREFORE, BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives this Memorandum for information;

**AND THAT** the Staff be requested to present a By-law at a future Regular Council meeting authorizing the execution of the Consent Agreement substantially in the form as presented at the April 16, 2024 Regular Council meeting.

**Recorded Vote as per Section 3.20, Procedural By-law 80-2023:**

		YEAS	NAYS	ABSTAIN
Councillor	Joe Lamb	X		
Councillor	Scott Nash	X		
Councillor	Brian Woods	X		
Councillor	Janice Bray	X		
Mayor	George Comrie	X		

**Carried**

**Resolution No. 2024-147**

**Moved by:** Councillor Nash

**Seconded by:** Councillor Woods

- 5.1.4 Consent Application B09/2024(W), SANNA, Angelo and Bruna
- Memorandum from the Parry Sound Area Planning Board dated March 7, 2024

**WHEREAS** the Parry Sound Area Planning Board has prepared a memorandum in relation to Consent Application B09/2024(W), dated March 7, 2024,

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives this memorandum as information;

**AND THAT** the Council of the Municipality of Whitestone recommends this Consent Application for Approval in principle, subject to the following conditions:

1. **THAT** payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law; and
2. **THAT** the new lots receive 911 addressing from the Municipality; and

3. **THAT** the applicants enter into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on title, to ensure that new septic systems are constructed using B horizon soils in accordance with Municipality's Official Plan policies; and
4. **THAT** the 0.3 metre reserve fronting the subject land be removed; and
5. **THAT** all applicable planning board fees be paid to the Parry Sound Area Planning Board; and
6. **THAT** all applicable planning and/or legal fees be paid to the Municipality of Whitestone related to the preparation of Section 51(26) Consent Agreement.

**Resolution No. 2024-148**

**Moved by:** Councillor Nash

**Seconded by:** Councillor Woods

**THAT** the Council of the Municipality of Whitestone does hereby amend the motion in respect of Item 5.1.4 as follows:

Condition 3 be amended to read:

3. **THAT** the applicants enter into a 51(26) Consent Agreement to implement the septic system design criteria as set out in the Official Plan.

**Recorded Vote as per Section 3.20, Procedural By-law 80-2023:**

		YEAS	NAYS	ABSTAIN
Councillor	Scott Nash	X		
Councillor	Brian Woods	X		
Councillor	Janice Bray	X		
Councillor	Joe Lamb	X		
Mayor	George Comrie	X		

**Carried**

**RECESS 12:50 to 1:30**

**Resolution No. 2024-147**

**Moved by:** Councillor Nash

**Seconded by:** Councillor Woods

- 5.1.4 Consent Application B09/2024(W), SANNA, Angelo and Bruna
  - Memorandum from the Parry Sound Area Planning Board dated March 7, 2024

**WHEREAS** the Parry Sound Area Planning Board has prepared a memorandum in relation to Consent Application B09/2024(W), dated March 7, 2024,

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives this memorandum as information;

**AND THAT** the Council of the Municipality of Whitestone recommends this Consent Application for Approval in principle, subject to the following conditions:

1. **THAT** payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law; and
2. **THAT** the new lots receive 911 addressing from the Municipality; and
3. **THAT** the applicants enter into a 51(26) Consent Agreement to implement the septic system design criteria as set out in the Official Plan; and
4. **THAT** the 0.3 metre reserve fronting the subject land be removed; and
5. **THAT** all applicable planning board fees be paid to the Parry Sound Area Planning Board; and
6. **THAT** all applicable planning and/or legal fees be paid to the Municipality of Whitestone related to the preparation of Section 51(26) Consent Agreement.

**Recorded Vote as per Section 3.2 of Procedural By-law 80-2023**

		YEAS	NAYS	ABSTAIN
Councillor	Brian Woods	X		
Councillor	Janice Bray	X		
Councillor	Joe Lamb	X		
Councillor	Scott Nash	X		
Mayor	George Comrie	X		

**Carried**

**Move into Committee of the Whole**

**Resolution No. 2024-149**

**Moved by:** Councillor Bray

**Seconded by:** Councillor Lamb

**THAT** the Council of the Municipality of Whitestone move into Committee of the Whole at 1:38 p.m.

**Carried**

**5.2 2024 Draft Operating and Capital / Special Projects Budget**

5.2.1 Memorandum from Treasurer Maneesh Kulal dated April 16, 2024  
Draft 2024 Operating and Capital/ Special Projects Budget  
Updates from March 5, 2024 Budget meeting

5.2.2 Annual Road Grant Funding per By-law 30-2017

5.2.3 Proposed deferral to 2025 of the Capital Contribution to the West Parry Sound Recreation and Cultural Centre

5.3 **DRAFT updated By-law to regulate traffic and to govern and control the parking of Vehicles, Boats, Camping Units, and Trailers in the Municipality of Whitestone**

- Memorandum from CAO/Clerk Hendry dated April 16, 2024

**Reconvene into Regular Meeting**

**Resolution No. 2024-150**

**Moved by:** Councillor Bray

**Seconded by:** Councillor Lamb

**THAT** the Council of the Municipality of Whitestone reconvenes to the Regular Meeting at 4:12 p.m.

**Carried**

**Resolution No. 2024-151**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Nash

**5.2 2024 Draft Operating and Capital / Special Projects Budget**

- 5.2.1 Memorandum from Treasurer Maneesh Kulal dated April 16, 2024, Draft 2024 Operating and Capital/ Special Projects Budget Updates from March 5, 2024 Budget meeting

**THAT** the Council of the Municipality of Whitestone receive the Memorandum: Draft 2024 Operating and Capital/Special Projects Budget Updates from the March 5, 2024 Budget meeting prepared by Treasurer Maneesh Kulal for information; and

**THAT** no further substantive adjustments be made to the Draft 2024 Operating and Capital/Special Projects Budget as presented; and

**THAT** the 2024 municipal tax rate increase be set at a maximum of 8.0% resulting in a total (inclusive of the School Board taxes) residential tax rate increase of a maximum of 6.21% as recommended by the Treasurer; and

**THAT** Public Notice be provided as per By-law 77-2007 (being a By-law to prescribe the form, manner and times for the provision of public notice) that the Council of the Municipality of Whitestone will be giving consideration to a By-law to Adopt the 2024 Municipal Budget and set the 2024 Taxation Rates, at the May 21, 2024 Regular Council Meeting.

**Recorded Vote requested by Councillor Scott Nash**

		YEAS	NAYS	ABSTAIN
Councillor	Janice Bray	X		
Councillor	Joe Lamb	X		
Councillor	Scott Nash		X	
Councillor	Brian Woods	X		
Mayor	George Comrie	X		

**Carried**

**Resolution No. 2024-152**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Woods

5.2.2 Annual Road Grant Funding per By-law 30-2017

**WHEREAS** By-law 30-2017, Being a By-law to adopt a protocol for the authorizing of annual grants for the purposes of assisting road maintenance costs to property owners on private and unassumed roads, provides that the grant to be provided shall be determined by Council during the yearly budget process, based on a calculation of the x factor and y factor, where:

x factor represents dollars (\$) per kilometer, and  
y factor represents dollars (\$) per household.

**THEREFORE, BE IT RESOLVED THAT** both the x and y factor be increased by 2% for 2024 and shall be \$377.64 and \$57.39 respectively;

**AND THAT** the total available funds in the 2024 operating budget for road grants be allocated at \$89,798.

**Carried**

**Recorded Vote requested by Councillor Scott Nash**

		YEAS	NAYS	ABSTAIN
Councillor	Joe Lamb	X		
Councillor	Scott Nash			X
Councillor	Brian Woods	X		
Councillor	Janice Bray	X		
Mayor	George Comrie	X		

**Carried**

**Resolution No. 2024-153**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Woods

5.2.3 Proposed deferral to 2025 of the Capital Contribution to the West Parry Sound Recreation and Cultural Centre

**WHEREAS** the Municipality of Whitestone entered into an agreement with the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board on October 21, 2022; and

**WHEREAS** the Municipality of Whitestone agreed to make a one-time capital contribution of \$250,000 towards the building of the Facility, within 30 days of the commencement of construction of the physical building, subject to the completion of the requirements outlined in section 4 of the agreement; and

**WHEREAS** the construction of the building is scheduled to commence approximately mid-year 2024; and

**WHEREAS** the commitments outlined in the agreement are conditional on a review of the operating model, projected operating revenues, costs, and reserve requirements for the Facility by independent management consultants with expertise in such reviews, to be completed prior to final design of the Facility, at the Boards' cost; and

**WHEREAS** the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board submitted to the Municipality of Whitestone a report from BDO dated June 15, 2023 titled 'West Parry Sound - New Recreation Centre Operating and Financial Review Report'; and

**WHEREAS** at the November 9, 2023 Council meeting **Resolution No. 2023-538** in part reads:

*THAT the Municipality of Whitestone respectfully informs the Joint Services Board that the BDO report does not meet the requirements as set in the agreement dated October 22, 2022;*

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone does hereby defer the Capital Contribution of \$250,000 to the year 2025 and until such time as section 4 of the agreement meets the requirements of the Municipality of Whitestone.

**Recorded Vote requested by Councillor Joe Lamb**

		YEAS	NAYS	ABSTAIN
Councillor	Scott Nash	X		
Councillor	Brian Woods	X		
Councillor	Janice Bray			X
Councillor	Joe Lamb	X		
Mayor	George Comrie		X	

**Carried**

- 5.3 DRAFT updated By-law to regulate traffic and to govern and control the parking of Vehicles, Boats, Camping Units, and Trailers in the Municipality of Whitestone

CLERK'S NOTE: Staff noted Council comments and will bring back a revision of the draft By-law at future Council meeting.

**RECESS: 4:25 to 4:35**

**6. Public Meeting - None**

**7. Consent Agenda**

**Resolution No. 2024-154**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

**WHEREAS** the Council of the Municipality of Whitestone has reviewed the Consent Agenda consisting of:

- 7.1 Council and Committee Meeting Minutes
  - 7.1.1 Regular Council Meeting Minutes of March 19, 2024
  - 7.1.2 Special Council Meeting Minutes of March 27, 2024
  - 7.1.3 Recreation Committee Meeting Minutes of February 8, 2024
- 7.2 Unfinished Business (listed on pages 5 to 8)

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone hereby approves the following Council Meeting Minutes:

- 7.1.1 Regular Council Meeting Minutes of March 19, 2024
- 7.1.2 Special Council Meeting Minutes of March 27, 2024

**AND THAT** the Council of the Municipality of Whitestone receives for information:

- 7.1.3 Recreation Committee Meeting Minutes of February 8, 2024
- 7.2 The Unfinished Business listed on pages 5 to 8 of the April 16th, 2024 Regular Council Meeting Agenda

**Carried**

**8. Accounts Payable**

**Resolution No. 2024-155**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Nash

8.1 Accounts Payable

**THAT** the Council of the Municipality of Whitestone receives for information the Accounts Payable listing in the amount of \$1,325,690.12 for the period ending April 4, 2024.

**Carried**

## 9. Staff Reports

### Resolution No. 2024-156

**Moved by:** Councillor Bray

**Seconded by:** Councillor Lamb

- 9.1 Memorandum  
Updated Council Remuneration

**THAT** the Council of the Municipality of Whitestone receives for information the Updated Council Remuneration Memorandum from Treasurer Maneesh Kulal dated April 16, 2024.

**Carried**

### Resolution No. 2024-157

**Moved by:** Councillor Nash

**Seconded by:** Councillor Lamb

- 9.2 Report FIN-2024-06  
Contract Award, Asset Management Plan (Phase 2)

**THAT** the Council of the Municipality of Whitestone receive Report FIN-2024-06 (Contract Award, Request for Proposal (RFP) 2024-02, Asset Management Plan (phase 2) for information purposes; and

**THAT** the Council of the Municipality of Whitestone hereby awards the contract for the Asset Management Plan Phase 2 to PSD Citywide.

**Carried**

### Resolution No. 2024-158

**Moved by:** Councillor Nash

**Seconded by:** Councillor Bray

- 9.3 Report PW-2024-04  
Contract Award Roadside Brush cutting

**THAT** the Council of the Municipality of Whitestone does hereby receive Report PW-2024-04 (Tender Award for the three-year Roadside Brushing Contract) for information; and

**THAT** the Council of the Municipality of Whitestone hereby provide prebudget approval and awards a three-year, Roadside Brushing contract to TMI-Roadside Brushing in the amount of \$35,500 plus HST as follows:

2024 - \$13,108.00

2025 - \$13,370.16

2026 - \$13,636.84

**Carried**



**Resolution No. 2024-159**

**Moved by:** Councillor Nash

**Seconded by:** Councillor Bray

- 9.4 Report PW-2024-05  
Boat Launch and Public Access points for 2024 budget

**THAT** the Council of the Municipality of Whitestone receive for information Report PW-2024-05 (Boat Launch Improvements and Expenditures, 2024) dated April 16, 2024, from David Creasor, Manager of Public Works.

**Carried**

**Resolution No. 2024-160**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

- 9.5 Memorandum  
Engineering Design Options for the Proposed Sidewalk Extension in Dunchurch,  
Along Hwy 124

**THAT** the Council of the Municipality of Whitestone receive for information the update on the proposed Dunchurch Sidewalk extension, Highway 124, Marina Drive to Moore Drive, dated April 16, 2024, from David Creasor, Manager of Public Works.

**Carried**

**Curfew**

**Resolution No. 2024-161**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

**WHEREAS** Section 6.5.2 Daytime meetings (commencing prior to 4:00 p.m.) of the Municipality of Whitestone Procedural By-law No. 80-2023, being a By-law to establish protocols governing the proceedings of Council, Committee and Boards of the Corporation of the Municipality of Whitestone, states:

No item of business may be dealt with at a Council meeting after seven (7.0) hours of the meeting unless authorized by a resolution supported by a majority of the Members present, to allow an additional agreed upon length of time.

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone hereby continues the April 16, 2024 Regular Council Meeting past the allotted time of seven (7.0) hours and continues for an additional one (1) hour, and

**THAT** the Closed Session be rescheduled to a separate meeting at the call of the Chair.

**Carried**

Councillor Nash left the meeting at 5:40 p.m.

## 10. By-laws

### Resolution No. 2024-162

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

- 10.1 **THAT** By-law No. 15-2024, being a By-law to authorize an agreement between the Municipality of Whitestone and Next Generation 9-1-1 Authority Service, is hereby passed this 16th day of April, 2024.

**Carried**

### Resolution No. 2024-163

**Moved by:** Councillor Bray

**Seconded by:** Councillor Lamb

- 10.2 **THAT** By-law No. 16-2024, being a By-law to authorize an Intellectual Property Copyright Licence Agreement between the Municipality of Whitestone and the Ministry of Natural Resources and Forestry, is hereby passed this 16th day of April, 2024.

**Carried**

### Resolution No. 2024-164

**Moved by:** Councillor Woods

**Seconded by:** Councillor Lamb

- 10.3 **THAT** By-law No. 17-2024, being a By-law to limit the gross weight of any vehicle or class thereof passing over a bridge, is hereby passed this 16th day of April, 2024.

**Carried**

## 11. Business Matters

### Resolution No. 2024-165

**Moved by:** Councillor Woods

**Seconded by:** Councillor Lamb

- 11.1 Motion to Reconsider December 12, 2023, Resolution No. 2023-561 (requested by Councillor Lamb)  
Per Notice of Reconsideration approved through Resolution No. 2024-119 at the Regular Council meeting of March 19, 2024

**WHEREAS** the Council of the Municipality of Whitestone passed Resolution No. 2023-561 on December 12, 2023; and

**WHEREAS** the Council of the Municipality of Whitestone passed Resolution No. 2024-119 at the Regular Council meeting of March 19, 2024 to move to reconsider Resolution No. 2023-561 at the Regular Council Meeting of April 16 2024; and

**WHEREAS** Resolution No. 2023-561 in part indicates the following:

**THAT** Municipal staff draft a formal notification advising the property owner/s on Bolger, Kashegaba and Wahwashkesh Lakes:

1. **THAT** a revised deadline for owner/s of private docks, rail systems / shore dockers, private storage containers that are located at "Public Landing" and related Municipal Shore Allowance to the East and West of the Landing, to remove them by an extended date of August 6, 2024; and
2. **THAT** any private docks, rail systems / shore dockers, private storage containers that remain at the "Public Landing" and related Municipal Shore Allowance to the East and West of the Landing past the revised date of August 6, 2024 will be removed and disposed of by the Municipality of Whitestone or their Agents with no further formal notice; and
3. **THAT** it be confirmed that no trailers are allowed to be parked or stored at any Public Landing within the Municipal owned lands unless attached to a vehicle, and that if attached to a vehicle, that the trailer can remain no more than 14 days as of August 6, 2024.

**THAT** the Municipality of Whitestone send out the formal notification letters to property owners on Bolger Lake, Kashegaba Lake and Wahwashkesh Lake in the form of Registered Mail (No required signature); and

**THAT** staff arrange for the removal of Shore Dockers, Storage Units, Docks, Trailers or other structures that are not removed by the August 6, 2024 date noted above in items 1, 2 and 3 and any expenses or legal fees will be at the owners' expense.

and,

**WHEREAS** no process exists as indicated in the Resolution: 'in the form of Registered Mail (No required signature)', as all Registered mail requires a signature, and

**WHEREAS** Registered Letters requiring a signature were sent to property owners on Bolger Lake and Kashegaba Lake at a cost of \$672.21 for 63 property owners; and

**WHEREAS** Registered Letters have not yet been sent to the property owners on WahWashKesh Lake which has been estimated to cost \$3,823.92 based on the number of property owners (286 in Ontario, 2 out of Province, 22 in the USA and 2 overseas); and

**WHEREAS** staff were requested to look into the option of sending letters to the WahWashKesh property owners by 'Express Post' which has been estimated to cost \$4,960.00.

**NOW THEREFORE BE IT RESOLVED THAT** Resolution No. 2023-561 from the December 12, 2023 Regular Council meeting be revised such that the letters to be sent to the WahWashKesh property owners are to be sent by Regular Mail; and

**THAT** item 3 of Resolution No. 2023-561 referenced above be revised as follows (with the revision in italics and bold):

- 3. THAT it be confirmed that no trailers are allowed to be parked or stored at any Public Landing within the Municipal owned lands **and lands where the Municipality of Whitestone holds a Land Use Permit with the Ministry of Natural Resources and Forestry (MNR)** unless attached to a vehicle, and that if attached to a vehicle, that the trailer can remain no more than 14 days as of August 6, 2024.

and;

**THAT** appropriate signage in respect to Trailer Storage/ Parking at public landings be installed as soon as practical.

**Recorded Vote requested by Mayor Comrie**

		YEAS	NAYS	ABSTAIN
Councillor	Brian Woods	X		
Councillor	Janice Bray	X		
Councillor	Joe Lamb	X		
Mayor	George Comrie		X	

**Carried**

**Resolution No. 2024-166**

**Moved by:** Councillor Woods

**Seconded by:** Councillor Lamb

11.2 Council Member appointment to West Parry Sound OPP Detachment Board

**WHEREAS** the Community Safety and Policing Act (CSPA) came into force on April 1, 2024, and

**WHEREAS** CSPA s.67 requires there be at least one Ontario Provincial Police (OPP) detachment board for each OPP detachment that provides policing in a municipality or First Nation; and

**WHEREAS** the West Parry Sound OPP Detachment Board has been approved to have twelve (12) members as follows:

One Council representative from each of the following:

- |                           |                            |
|---------------------------|----------------------------|
| Carling Township          | The Archipelago Township   |
| Municipality of McDougall | Municipality of Whitestone |
| McKellar Township         | Henvey Inlet First Nation  |
| Town of Parry Sound       | Seguin Township            |

Two jointly appointed community members and two provincial appointed members

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone appoints Councillor Bray to the West Parry Sound OPP Detachment Board for the remainder of the 2022 to 2026 term of Council or until a successor is appointed.

**Carried**

**Resolution No. 2024-167**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

11.3 WahWashKesh Docks and Infrastructure

**WHEREAS** the Council of the Municipality of Whitestone passed Resolution No. 2023-172 on April 4, 2023 as follows:

**THAT** the Council of the Municipality of Whitestone does hereby request staff to arrange on a go-forward basis for the maintenance of the public docks at the WahWashKesh Landings; and

**THAT** the Council of the Municipality of Whitestone does hereby request staff arrange on a go-forward basis the maintenance and seasonal installation and removal of the safety boom at the Andy Vurma Memorial WahWashKesh dam.

**AND WHEREAS** Resolution No. 2023-172 provided for the assumption of maintenance 'only' of the public docks at the WahWashKesh Landings, leaving the dock ownership with the Lake WahWashKesh Conservation Association.

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone hereby acknowledges the Municipality of Whitestone will assume full ownership of the docks and associated structures at Bennett's Bay Landing and Indian Narrows, having already assumed responsibility of the maintenance of these assets (Resolution No. 2023-172, April 4, 2023), and

**THAT** Staff be requested to prepare an agreement for the transfer of ownership of the docks and associated structures at Bennett's Bay Landing and Indian Narrows for the consideration of \$2.00, from the Lake WahWashKesh Conservation Association to the Municipality of Whitestone; and

**THAT** the Mayor and CAO/Clerk be authorized to execute the above referenced agreement.

**Carried**

**Resolution No. 2024-168**

**Moved by:** Councillor Bray

**Seconded by:** Councillor Lamb

11.4 Motion to support Perry Township Resolution of February 21, 2024 (requested by Councillor Bray)

Request to the Province to amend Blue Box Regulation for 'Ineligible' sources

**WHEREAS** the Corporation of the Township of Perry passed the following Resolution:

**Whereas** under Ontario Regulation 391/21: Blue Box producers are fully accountable and financially responsible for their products and packaging once they reach their end of life and are disposed of, for 'eligible' sources only;

**And Whereas** 'ineligible' sources which producers are not responsible for include businesses, places of worship, daycares, campgrounds, public-facing and internal areas of municipal-owned buildings, and not-for-profit organizations, such as shelters and food banks;

**And Whereas** should a municipality continue to provide services to the 'ineligible' sources, the municipality will be required to oversee the collection, transportation, and processing of the recycling, assuming 100% of the costs;

**Be it resolved** that the Council of the Corporation of the Township of Perry hereby request that the province amend Ontario Regulation 391/21: Blue Box so that producers are responsible for the end-of-life management of recycling products from all sources;

**And further** that Council hereby request the support of all Ontario Municipalities;

**And further** that this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Andrea Khanjin, Minister of the Environment, Conservation, and Parks, the Honourable Graydon Smith, MPP Parry Sound-Muskoka, and to all Ontario Municipalities.

**NOW THEREFORE BE IT RESOLVED** that the Council of the Municipality of Whitestone declares their support of the Township of Perry's resolution requesting the Province amend the Blue Box Regulation for 'Ineligible' sources;

**AND THAT** this Resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Andrea Khanjin, Minister of the Environment, Conservation and Parks, and the Honourable Graydon Smith, MPP Parry Sound-Muskoka.

**Carried**

**Conflict of Interest** declared by Mayor George Comrie and Councillor Janice Bray.

Councillor Bray left Council Chambers for the duration of the discussion in respect to Item 11.5 and returned to Chambers after Resolution 2024-169 was passed.

**Deputy Mayor Joe Lamb assumed the Chair.**

**Resolution No. 2024-169**

**Moved by:** Councillor Woods

**Seconded by:** Councillor Lamb

- 11.5 Legion Branch 394, Magnetawan-Dunchurch  
Request for Temporary Outdoor Physical Extension (Temporary Patio)  
dated March 25, 2024, per amended Regulation 746/21 under the *Liquor Licence and Control Act*, 2019.

**THAT** the Council of the Municipality of Whitestone approve the request from Legion Branch 394, Magnetawan-Dunchurch, located at 2130 Balsam Road, for a temporary outdoor physical extension (temporary patio) per the sketch hereto attached; and

**THAT** the approval is issued for the timeframe of May 1, 2024 to September 30, 2024; and

**THAT** the following conditions will apply to the above referenced approval:

1. Legion Branch 394, Magnetawan-Dunchurch shall provide the Municipality of Whitestone proof of notification to Alcohol and Gaming Commission (AGCO) prior to setting up the temporary patio, per amended Regulation 746/21 under the *Liquor Licence and Control Act*, 2019; and
2. No liquor shall be served or permitted, outside of the delineated temporary patio area.

**Carried**

**Mayor Comrie resumed the Chair.**

**Resolution No. 2024-170**

**Moved by:** Councillor Woods

**Seconded by:** Councillor Lamb

- 11.6 Municipal By-law Enforcement Services  
Memorandum from CAO/Clerk Hendry dated April 16, 2024

**THAT** the Council of the Municipality of Whitestone receive for information the Memorandum from CAO/Clerk Hendry dated April 16, 2024 in regard to By-law Enforcement Services for the Municipality; and

**THAT** Staff consider available options to replace the current By-law Enforcement Officer at the end of his current term of contract (December 31, 2024)

**Carried**

**Resolution No. 2024-171**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

11.7 District of Parry Sound Municipal Association Spring 2024 Meeting, Emsdale, May 17, 2024

**THAT** the Council of the Municipality of Whitestone receive for information the agenda for the DPSMA Spring 2024 Meeting, and approve the following Council Members / Staff to attend the meeting in Emsdale on May 17, 2024:

- Any councillor available and willing to attend
- CAO/Clerk Hendry
- Deputy Clerk Schroeder

**Carried**

**12. Correspondence**

**Resolution No. 2024-172**

**Moved by:** Councillor Bray

**Seconded by:** Councillor Woods

**WHEREAS** the Council of the Municipality of Whitestone has reviewed the Correspondence Items as listed on page 9 of the April 16, 2024 Council Meeting agenda;

**NOW THEREFORE BE IT RESOLVED THAT** Council receive the correspondence items for information, with the following extracted for further discussion/action:

- C. District Social Services Request for Support for Youth Wellness Hub
- E. Request to Amend Legislation to Extend the Lifespan of Firefighting Equipment

**Carried**

Councillor Bray requested resolutions of support be prepared for the next Council meeting in relation to both matters.

**13. Councillor Items**

**Councillor Woods**

- complimented and thanked the organizers of the Easter Breakfast, saying it was a success

**Councillor Lamb**

- a work of art has been commissioned by the Library Committee and is set to be installed towards the end of May; there will be a dedication ceremony
- would like an inquiry into the T-2200 form, if staff would please ask CRA to confirm in councillors would apply
- would like to have a facilitator to be secured and a meeting date scheduled as soon as possible for the planned Council Member facilitated coaching session



**Councillor Bray**

- the recent Seniors Lunch and Learn was successful. Presentations were made by Bruce Armstrong, EMS Dispatch Services Manager, Parry Sound as well as Councillor Bray, Deputy Fire Chief, Bob Whitman Fire Chief and Kathy Whitman Captain/Fire Prevention Officer
- Earth Day event will be taking place on Sunday April 21 from 1:00p.m. to 3:00 p.m.; the Lions' Club, Recreation Committee and Environmental Stewardship Committee are working together to make a successful day

**14. Questions from the Public – None**

**15. Closed Session**

**As per April 16, 2024 Curfew Resolution No. 2024-161** the Closed Session will be rescheduled to a separate meeting at the call of the Chair.

**16. Confirming By-law**

**Resolution No. 2024-173**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

**THAT** By-law No. 18-2024, being the Confirmatory By-law for the Council meeting of the Municipality of Whitestone on April 16, 2024 is hereby enacted as passed this 16th day of April, 2024.

**Carried**

**17. Adjournment**

**Resolution No. 2024-174**

**Moved by:** Councillor Woods

**Seconded by:** Councillor Lamb

**WHEREAS** the business of this Meeting has concluded;

**NOW THEREFORE BE IT RESOLVED THAT** this meeting be adjourned at 6:57 p.m. until the Regular Council Meeting of May 21, 2024 at 10:00 a.m. or at the call of the chair.

**Carried**

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**George Comrie**

**Mayor**

---

**Michelle Hendry**

**CAO/Clerk**

## WHITESTONE PUBLIC LIBRARY AND TECHNOLOGY CENTRE LIBRARY BOARD MEETING MINUTES

DATE AND TIME	March 18, 2024; 6:00 PM
LOCATION	Virtual and Whitestone Public Library
ATTENDEES	A. Anklewicz, J. Davis, C. Gorrie, M. Johnson, C. Lamb, J. Lamb, S. Wesley, P. Woehl Staff: E. Fincham
REGRETS	
CALL TO ORDER	P. Woehl called the meeting to order at 6:02 PM.

### DECLARATION OF CONFLICT OF INTEREST

None

### APPROVAL OF AGENDA

2024-08 Moved: J. Lamb

Carried Seconded: C. Lamb

Be it resolved that the Agenda for this meeting be approved as amended.

### APPROVAL OF CONSENT AGENDA

2024-09 Moved: C. Gorrie

Carried Seconded: A. Anklewicz

Be it resolved that the Consent Agenda be approved as amended.

### NEW BUSINESS

#### OLS Governance Hub

E. Fincham highlighted the Governance Hub by the Ontario Library Service. She encouraged board members to familiarize themselves with the website as it has important information for board members and council representatives.

#### Art Installation

E. Fincham announced that the "Gone Reading" art installation is on target to be installed the week before the Victoria Day long weekend. The Advocacy Committee to arrange for a small event to celebrate the opening.

#### Maple Island Thrift Shop Donation

The Maple Island Thrift Shop has donated \$5,000 to the library. E. Fincham sent a thank you letter to the committee. The amount was included in the 2024 budget proposal.

**BUSINESS ARISING**

**HR Committee: CEO Annual Performance Review**

P. Woehl thanked the board members for their input in the performance review process. The performance review has been completed and targets distributed to board members. J. Lamb noted that the Ardbeg Community Club board will meet in August and recommended that P. Woehl and E. Fincham attend the meeting.

2024-10  
Carried

Moved: A. Anklewicz  
Seconded: M. Johnson  
Be it resolved that the ad hoc HR Committee is dissolved.

**Performance Review Committee**

2024-11  
Carried

Moved: P. Woehl  
Seconded: J. Davis  
P. Woehl moved to create a committee to review the performance review process and recommended changes to the board. A. Anklewicz, M. Johnson, C. Lamb, J. Davis and P. Woehl volunteered to sit on the committee.

**Budget Committee: Budget 2024 Update**

J. Lamb updated that the library’s budget was discussed at the most recent budget meeting held by Council.

**Programming Update**

E. Fincham updated on regular weekly programming throughout March, with over 550 participants so far. March Break was incredibly busy both with children’s programming and library visits.

**CHAIR REPORT**

None

**ANNOUNCEMENTS AND INQUIRIES BY A BOARD MEMBER**

None

**UNFINISHED/ONGOING BUSINESS**

- Strategic Plan

**QUESTION PERIOD FOR THE GENERAL PUBLIC**

None

**CLOSED SESSION**

None

Next meeting will be held at 6:00 PM on April 15, 2024 at 6:00 PM

**ADJOURNMENT**

2024-12 Moved: S. Wesley

Carried Seconded: J. Lamb

Be it resolved that the meeting adjourned at 6:54 PM.



**Minutes of the Recreation Committee meeting  
held on Thursday, March 28, 2024 at 7:00 p.m.  
at the Whitestone Library & Technology Centre**

**Present:** Deborah Comrie, Secretary  
Mayor George Comrie  
Tanya Fraser, Chair  
Jan Hill  
Kassondra Keck  
Melanie Sanford  
Patricia Xerri

**Regrets:** Alaina Barry  
Jessica Ann Dryer  
Andrew Lackram  
Carol McClellan

**Guests:** Bob Whitman, Fire Chief  
Kevin Krussell, Chair of the Whitestone Conservation Association

.....

**1. CALL TO ORDER**

Tanya Fraser, Chair called the meeting to order at 7:05 p.m.

**2. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF:**

None

**3. ADOPTION OF AGENDA**

2024-009RC Moved by: Jan Hill

Seconded by: Deborah Comrie

**THAT** the agenda of the meeting of March 28, 2024 be approved as amended.

**Carried**

**4. APPROVAL OF MINUTES**

2024-010RC Moved by: Deborah Comrie

Seconded by: Melanie Sandford

**THAT** the minutes of the meeting of February 8, 2024 be approved as circulated.

**Carried**

## 5. PRESENTATIONS

- 5.1 Kevin Krussel from the Whitestone Conservation Association visited Deborah and Tanya to discuss running Bingo events over the summer months. The recreation committee agreed to collaborate with the WCA to assist them executing the Bingo event.
- 5.2 Bob Whitman from the Fire Department presented a proposal to decorate a tree located at the Twist property for the Christmas Tree Lighting event. The committee discussed how to budget and fundraise for a new tree lighting.

## 6. REPORTS / CORRESPONDENCE- none

## 7. DISCUSSIONS

- 7.1 **Budget Approval**  
Deborah reported that she attended the council meeting and presented the budget proposal. The main item that was removed from budget during the council's review was the funding for a summer student position.
- 7.2 **Family Day**  
Tanya reported an exceptional turnout with a great collaboration with the fire department on family day.
- 7.3 **Bingo**  
Deborah and Tanya discussed the conversation with Kevin to the committee and how the committee can support the Whitestone Conservation Association during the upcoming bingo events.
- 7.4 **March Break Recap**  
The discussion of the March Break recap was deferred to the next meeting, as Alaina, who was responsible for this item, was absent from the current meeting
- 7.5 **Earth Day**  
The committee discussed ways to support the Lions Club with the Earth Day event. A proposal was made to provide snacks/lunch for all participants, as well as distribute wildflower seeds to the attendees as part of the event.
- 7.6 **Revenue & Expense Procedures**  
The Committee discussed the need to formalize their revenue and expense tracking procedures, in order to make the committee's finances more transparent and improve accountability for purchases. As part of this, Deborah presented her own expense report for the committee to review.

## 8. NEW BUSINESS

- 8.1 **Summer Market**  
Tanya was tasked with connecting with Jan to begin the planning process for the summer market event that is scheduled to take place on the Sunday of the Civic Holiday weekend.

8.2 **Archery**

Deborah reported that Eva has applied for a grant to help fund the archery program, but they have not yet received a response on the application. The committee agreed to move forward with offering the archery program on Saturdays, at minimum.

8.3 **Food Pantry**

Deborah reported that there may be a fridge and cabinet available for the food pantry. Deborah will meet with Mayor George Comrie to determine the best location for setting up the food pantry this summer.

9. **ADJOURNMENT**

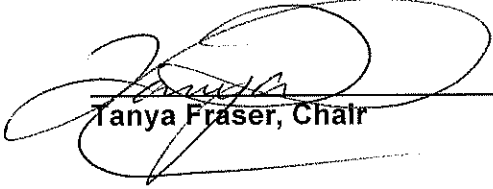
2024-011RC

Moved by: Jan Hill

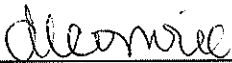
Seconded by: Patricia Xerri

**WHEREAS** the business of this Meeting has concluded;

**BE IT RESOLVED THAT** this Meeting be adjourned until the next regular meeting on April 25, 2024 at 7:00 p.m. or at the call of the chair.



Tanya Fraser, Chair



Deborah Comrie, Secretary

# ACCOUNTS PAYABLE



**Municipality of Whitestone**  
**List of Accounts for Approval**  
Batch: 2024-00033 to 2024-00041

Bank Code - AP - AP-GENERAL OPER

**COMPUTER CHEQUE**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>37246</b>	<b>04/09/2024</b>	<b>The City of Greater Sudbury</b>			
2024 J Bray		16-092 - Council - Miscellaneous	FONOM CONF MAY 6-8 20	595.30	
		11-210-2 - A/R HST Receivable	HST Tax Code	65.75	
		99-999-1 - HST (Statistical) Non	HST Tax Code	76.05	NL 661.05
2024 J LAMB		16-092 - Council - Miscellaneous	FONOM CONF MAY 6-8 20	447.74	
		11-210-2 - A/R HST Receivable	HST Tax Code	49.46	
		99-999-1 - HST (Statistical) Non	HST Tax Code	57.20	NL 497.20
			Payment Total:		1,158.25
<b>37247</b>	<b>04/23/2024</b>	<b>Bereavement Authority of Ontar</b>			
2024		16-502 - Cemetery - Membershi	Annual Licence	456.08	456.08
<b>37248</b>	<b>04/23/2024</b>	<b>Bell Canada - Public Access</b>			
173275		16-787 - Recreation - Public Pay	Pay Telephone	101.76	
		11-210-2 - A/R HST Receivable	HST Tax Code	11.24	
		99-999-1 - HST (Statistical) Non	HST Tax Code	13.00	NL 113.00
<b>37249</b>	<b>04/23/2024</b>	<b>Federation of Northern Ontario</b>			
1977-24		16-103 - Admin - Membership/S	Membership	176.40	176.40
<b>37250</b>	<b>04/23/2024</b>	<b>John Strickler</b>			
April 4 2024		16-210 - Fire - Miscellaneous	Foot Valve	71.22	
		11-210-2 - A/R HST Receivable	HST Tax Code	7.87	
		99-999-1 - HST (Statistical) Non	HST Tax Code	9.10	NL 79.09
<b>37251</b>	<b>04/23/2024</b>	<b>Joseph Martin</b>			
2024-7008		15-720 - Licences/Permits	Refund Permit 2024-7008	3,531.00	3,531.00
<b>37252</b>	<b>04/23/2024</b>	<b>Bell Mobility</b>			
April 2024		16-212 - Fire - Radio Tower & A	Fire Tower	119.77	
		11-210-2 - A/R HST Receivable	HST Tax Code	13.23	
		99-999-1 - HST (Statistical) Non	HST Tax Code	15.30	NL 133.00
<b>37253</b>	<b>04/23/2024</b>	<b>Macnaughton Hermsen Britton</b>			
5033089		16-843 - Planning & Developme	Short Term Rental	1,207.89	
		11-210-2 - A/R HST Receivable	HST Tax Code	133.42	
		99-999-1 - HST (Statistical) Non	HST Tax Code	154.31	NL 1,341.31
5033090		16-843 - Planning & Developme	Hisey Consent	608.02	
		11-210-2 - A/R HST Receivable	HST Tax Code	67.16	
		99-999-1 - HST (Statistical) Non	HST Tax Code	77.68	NL 675.18
5033091		16-843 - Planning & Developme	Strong Consent	1,172.02	
		11-210-2 - A/R HST Receivable	HST Tax Code	129.46	
		99-999-1 - HST (Statistical) Non	HST Tax Code	149.73	NL 1,301.48
			Payment Total:		3,317.97
<b>37254</b>	<b>04/23/2024</b>	<b>BKC Inc.</b>			
1199		16-254 - Station 2 -Rescue #2-Ir	2005 International	1,247.27	
		11-210-2 - A/R HST Receivable	HST Tax Code	137.77	
		99-999-1 - HST (Statistical) Non	HST Tax Code	159.34	NL 1,385.04
<b>37255</b>	<b>04/23/2024</b>	<b>Generations Effect</b>			
20240222-01		16-484-1 - Benthic Monitoring	Benthic Monitoring	2,874.00	2,874.00
<b>37256</b>	<b>04/23/2024</b>	<b>The Royal Life Saving Society Canada</b>			
S039533		16-790-4 - Recreation - Swim Pr	Membership	325.00	325.00

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Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>37257</b> 2024	<b>04/23/2024</b>	<b>Ardbeg Community Club</b> 16-122 - Admin - Donations	Donation	1,000.00	1,000.00
<b>37258</b> 2024 Donation	<b>04/23/2024</b>	<b>Rotary Club of West Parry Sound</b> 16-122 - Admin - Donations	2024 Donation	500.00	500.00
<b>37259</b> 2024 Donation	<b>04/23/2024</b>	<b>Whitestone Rod &amp; Gun Club</b> 16-122 - Admin - Donations	2024 Donation	500.00	500.00
<b>37260</b> 2024 Donation	<b>04/23/2024</b>	<b>W. Parry Sound District Museum</b> 16-122 - Admin - Donations	2024 Donation	1,000.00	1,000.00
<b>37261</b> 2024 Donation	<b>04/23/2024</b>	<b>Whitestone Lake Public School</b> 16-122 - Admin - Donations	2024 Donation	500.00	500.00
<b>37262</b> 2024 Donation 2024 Bursary	<b>04/23/2024</b>	<b>Parry Sound High School</b> 16-122 - Admin - Donations 16-122 - Admin - Donations	2024 Donation L. Woods Bursary	250.00 500.00	250.00 500.00
			Payment Total:		750.00
<b>37263</b> 2024 Donation	<b>04/23/2024</b>	<b>Dunchurch Agricultural Society</b> 16-122 - Admin - Donations	2024 Donation	500.00	500.00
<b>37264</b> 2024 Donation	<b>04/23/2024</b>	<b>Parry Sound Chamber Commerce</b> 16-122 - Admin - Donations	2024 Donation	500.00	500.00
<b>37265</b> 2024 Donation	<b>04/23/2024</b>	<b>West Parry Sound Health Centre</b> 16-122 - Admin - Donations	2024 Donation	500.00	500.00
<b>37266</b> 2024 Donation	<b>04/23/2024</b>	<b>Lake WahWashKesh</b> 16-122 - Admin - Donations	2024 Donation	1,500.00	1,500.00
<b>37267</b> 2024 Donation	<b>04/23/2024</b>	<b>Parry Sound Area Community</b> 16-122 - Admin - Donations	2024 Donation	500.00	500.00
<b>37268</b> 2024 Donation	<b>04/23/2024</b>	<b>Georgian Nordic Outdoor Activity Centre</b> 16-122 - Admin - Donations	2024 Donation	1,000.00	1,000.00
<b>37269</b> 2024 Donation	<b>04/23/2024</b>	<b>Parry Sound Downtown</b> 16-122 - Admin - Donations	2024 Donation	1,000.00	1,000.00
<b>37270</b> 870076/3  K70076/3	<b>05/09/2024</b>	<b>MAP Sundridge</b> 16-402 - 2015 Freightliner Tand 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non 16-426 - 2016 Backhoe - Mainte 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non	Parts HST Tax Code HST Tax Code Parts HST Tax Code HST Tax Code	112.33 12.41 14.35 NL 30.56 3.37 3.90 NL	  124.74   33.93
			Payment Total:		158.67
<b>37271</b> 487	<b>05/09/2024</b>	<b>Caitlyn Deevey</b> 16-275 - By-Law Enforcement	Services	528.43	528.43
<b>37272</b> 3022042416230	<b>05/09/2024</b>	<b>Minister of Finance-Policing</b> 16-274 - Policing Levy	March OPP	34,007.00	34,007.00
<b>37273</b> Jan to March	<b>05/09/2024</b>	<b>Eva Fincham</b> 16-126 - Admin - Communicatio	Communications	1,841.50	1,841.50
<b>37274</b> May 2024	<b>05/09/2024</b>	<b>John Hosick</b> 16-355 - Beaver Dams - Goods	Wildlife services	500.00	500.00

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**COMPUTER CHEQUE**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>37275</b> 10138	<b>05/09/2024</b>	<b>RTP Mechanical Limited</b> 16-806 - Library - Building Maint	Service	528.64	
		11-210-2 - A/R HST Receivable	HST Tax Code	58.40	
		99-999-1 - HST (Statistical) Non	HST Tax Code	67.54 NL	587.04
<b>37276</b> 046080452298	<b>05/09/2024</b>	<b>Receiver General for Canada</b> 16-213 - Fire - Radio Licenses	Radio Licence	1,675.49	1,675.49
<b>37277</b> May 7 2024	<b>05/09/2024</b>	<b>Peter McEwen</b> 16-300 - Roads - Holding Wage:	Licence Exp	290.00	290.00
<b>37278</b> Deposit	<b>05/09/2024</b>	<b>Geoff Ois</b> 15-329 - Roads Damage Deposi	Road Damage Deposit Retu	1,000.00	1,000.00
<b>37279</b> 0000142654	<b>05/09/2024</b>	<b>White's Wearparts Ltd</b> 16-404-3 - 2020 Freightliner Sn	Parts	2,127.53	
		16-407-1 - 2022 1 Ton- Mainten:	Parts	2,127.53	
		11-210-2 - A/R HST Receivable	HST Tax Code	469.99	
		99-999-1 - HST (Statistical) Non	HST Tax Code	543.59 NL	4,725.05
<b>37280</b> Spring Meeting	<b>05/09/2024</b>	<b>District of Parry Sound</b> 16-092 - Council - Miscellaneous:	Spring Meeting	150.00	
		16-104 - Admin - Training Exper	Spring Meeting	100.00	250.00
Total Computer Cheque:					68,862.01

**EFT**

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>2151</b> 2325	<b>04/15/2024</b>	<b>Jenn Gerlach</b> 16-126 - Admin - Communicatio	Feb 2024 Newsletter	350.00	350.00
<b>2152</b> WS2404	<b>04/29/2024</b>	<b>Air Automotive Tracking</b> 16-310 - Roads-Supplies GPS M	April Wireless	483.36	
		11-210-2 - A/R HST Receivable	HST Tax Code	53.39	
		99-999-1 - HST (Statistical) Non	HST Tax Code	61.75 NL	536.75
<b>2153</b> 169840	<b>04/29/2024</b>	<b>Adams Bros Construction Ltd</b> 16-452 - York Landfill - Maintena	Service at Auld & York St	101.76	
		16-473 - Auld Landfill - Maintena	Service at Auld & York St	101.76	
		11-210-2 - A/R HST Receivable	HST Tax Code	22.48	
		99-999-1 - HST (Statistical) Non	HST Tax Code	26.00 NL	226.00
<b>2154</b> 1381056	<b>04/29/2024</b>	<b>Aird Berlis, LLP</b> 16-120 - Admin - Legal Expense	Professional Services	3,561.61	
		11-210-2 - A/R HST Receivable	HST Tax Code	393.39	
		99-999-1 - HST (Statistical) Non	HST Tax Code	455.00 NL	3,955.00
<b>2155</b> 0000512	<b>04/29/2024</b>	<b>Assoc Of Municipalities Of Ont.</b> 16-130 - Admin - Operational Re	Annual Membership	2,271.63	
		11-210-2 - A/R HST Receivable	HST Tax Code	250.91	
		99-999-1 - HST (Statistical) Non	HST Tax Code	290.20 NL	2,522.54
<b>2156</b> 91734193	<b>04/29/2024</b>	<b>Canadian National Non Freight</b> 16-414 - Bunny Trail RR Crossir	Bunny Trail	403.50	403.50
<b>2157</b> March	<b>04/29/2024</b>	<b>Canadian Union of Public</b> 12-338 - CUPE-Union Dues	CUPE Remittance	829.72	829.72

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		EFT			
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>2158</b>	<b>04/29/2024</b>	<b>Glen Martin Limited</b>			
399182		16-153 - Office - Janitorial Suppl	Kitchen Towels	45.14	
		11-210-2 - A/R HST Receivable	HST Tax Code	4.99	
		99-999-1 - HST (Statistical) Non	HST Tax Code	5.77 NL	50.13
<b>2159</b>	<b>04/29/2024</b>	<b>Iron Mountain Canada</b>			
JJVV280		16-113 - Admin - Office Equipme	Shredding	40.77	
		11-210-2 - A/R HST Receivable	HST Tax Code	4.50	
		99-999-1 - HST (Statistical) Non	HST Tax Code	5.21 NL	45.27
<b>2160</b>	<b>04/29/2024</b>	<b>Janet Jackson</b>			
Mar 26-28		16-798 - After School Program	Mar 26 to 28 After School	173.95	173.95
April 2 to 4		16-798 - After School Program	April 2 to 4 After School	115.70	115.70
April 9 to 11		16-798 - After School Program	After School	173.55	173.55
April 16 to 18		16-798 - After School Program	After School	173.55	173.55
			Payment Total:		636.75
<b>2161</b>	<b>04/29/2024</b>	<b>Kidd's Home Hardware</b>			
2933004		16-703 - Dunchurch Hall - Bld M	Supplies	58.42	
		11-210-2 - A/R HST Receivable	HST Tax Code	6.45	
		99-999-1 - HST (Statistical) Non	HST Tax Code	7.46 NL	64.87
2932714		16-703 - Dunchurch Hall - Bld M	Supplies	87.96	
		11-210-2 - A/R HST Receivable	HST Tax Code	9.72	
		99-999-1 - HST (Statistical) Non	HST Tax Code	11.24 NL	97.68
2932423		16-703 - Dunchurch Hall - Bld M	Supplies	155.76	
		11-210-2 - A/R HST Receivable	HST Tax Code	17.21	
		99-999-1 - HST (Statistical) Non	HST Tax Code	19.90 NL	172.97
2931797		19-308 - Roads-Capital-Strucure	Materials	1,160.04	
		11-210-2 - A/R HST Receivable	HST Tax Code	128.13	
		99-999-1 - HST (Statistical) Non	HST Tax Code	148.20 NL	1,288.17
2931796		19-308 - Roads-Capital-Strucure	Materials & Supplies	964.63	
		11-210-2 - A/R HST Receivable	HST Tax Code	106.54	
		99-999-1 - HST (Statistical) Non	HST Tax Code	123.23 NL	1,071.17
			Payment Total:		2,694.86
<b>2162</b>	<b>04/29/2024</b>	<b>Law N Mowers</b>			
March 2024		16-275 - By-Law Enforcement	Services	1,969.55	
		16-275 - By-Law Enforcement	Services	0.00	1,969.55
<b>2163</b>	<b>04/29/2024</b>	<b>Magnetawan Building Centre Ltd</b>			
103-126129		16-218 - Fire - Stand Pipe	Cement	46.79	
		11-210-2 - A/R HST Receivable	HST Tax Code	5.17	
		99-999-1 - HST (Statistical) Non	HST Tax Code	5.98 NL	51.96
103-125703		16-259 - Station 2 - Building Mtc	Supplies	146.83	
		11-210-2 - A/R HST Receivable	HST Tax Code	16.22	
		99-999-1 - HST (Statistical) Non	HST Tax Code	18.76 NL	163.05
			Payment Total:		215.01
<b>2164</b>	<b>04/29/2024</b>	<b>McDougall Energy</b>			
7096732		16-403 - 2015 Freightliner Tand	Diesel Clear	557.33	
		16-404-1 - 2017 Freightliner Sin	Diesel Clear	557.33	
		16-404-2 - 2020 Freightliner - Sr	Diesel Clear	557.33	
		16-423 - 2010 Grader - Fuel	Diesel Clear	557.33	
		11-210-2 - A/R HST Receivable	HST Tax Code	246.24	
		99-999-1 - HST (Statistical) Non	HST Tax Code	284.80 NL	2,475.56

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EFT						
Payment #	Date	Vendor Name				
Invoice #	GL Account	GL Transaction Description	Detail Amount		Payment Amount	
<b>2165</b>	<b>04/29/2024</b>	<b>Momentum Conferencing</b>				
0163335	16-126 - Admin - Communicati	Conference Calling	18.06			
	11-210-2 - A/R HST Receivable	HST Tax Code	2.00			
	99-999-1 - HST (Statistical) Non	HST Tax Code	2.31	NL	20.06	
<b>2166</b>	<b>04/29/2024</b>	<b>Municipal Property Assessment Corp</b>				
1800035206	16-119 - Admin - MPAC Fees	Q2 Levy	19,754.73		19,754.73	
<b>2167</b>	<b>04/29/2024</b>	<b>North Bay Parry Sound District</b>				
May 1 2024	16-549 - Health Unit Operating (	May 1st Levy	2,657.58		2,657.58	
<b>2168</b>	<b>04/29/2024</b>	<b>Near North District School Brd</b>				
Supps/WO	12-240 - A/P Public School Boar	Supplemental/W/O 2023	24,009.07		24,009.07	
<b>2169</b>	<b>04/29/2024</b>	<b>OMERS</b>				
March 2024	12-339 - OMERS	March 2024 Remittance	15,775.98		15,775.98	
<b>2170</b>	<b>04/29/2024</b>	<b>Patricia Xerri</b>				
1	16-092 - Council - Miscellaneous	Refreshments	128.00		128.00	
<b>2171</b>	<b>04/29/2024</b>	<b>Parry Sound Fuels</b>				
847712	16-256 - Station 2 - Heating	Premium Furnace Oil	688.52			
	11-210-2 - A/R HST Receivable	HST Tax Code	76.05			
	99-999-1 - HST (Statistical) Non	HST Tax Code	87.96	NL	764.57	
<b>2172</b>	<b>04/29/2024</b>	<b>Waste Connections of Canada</b>				
7113-00003406	16-448 - York Landfill - Recyclin	Recycling	3,184.63			
	11-210-2 - A/R HST Receivable	HST Tax Code	351.75			
	99-999-1 - HST (Statistical) Non	HST Tax Code	406.84	NL	3,536.38	
<b>2173</b>	<b>04/29/2024</b>	<b>Sands Canada Inc.</b>				
00721520	16-252 - Station 2 - Minor Purch	Gloves & Masks	256.53			
	11-210-2 - A/R HST Receivable	HST Tax Code	28.33			
	99-999-1 - HST (Statistical) Non	HST Tax Code	32.77	NL	284.86	
<b>2174</b>	<b>04/29/2024</b>	<b>Michael Skof, Prosecutor</b>				
March 2024	16-120 - Admin - Legal Expense	Services	21.62			
	11-210-2 - A/R HST Receivable	HST Tax Code	2.39			
	99-999-1 - HST (Statistical) Non	HST Tax Code	2.76	NL	24.01	
<b>2175</b>	<b>05/15/2024</b>	<b>Air Automotive Tracking</b>				
WS2405	16-310 - Roads-Supplies GPS M	May Wireless	254.40			
	11-210-2 - A/R HST Receivable	HST Tax Code	28.10			
	99-999-1 - HST (Statistical) Non	HST Tax Code	32.50	NL	282.50	
<b>2176</b>	<b>05/15/2024</b>	<b>Adams Bros Construction Ltd</b>				
170528	16-452 - York Landfill - Maintena	Service	101.76			
	16-473 - Auld Landfill - Maintena	Service	101.76			
	11-210-2 - A/R HST Receivable	HST Tax Code	22.48			
	99-999-1 - HST (Statistical) Non	HST Tax Code	26.00	NL	226.00	
170722	16-452 - York Landfill - Maintena	Service	101.76			
	16-473 - Auld Landfill - Maintena	Service	101.76			
	11-210-2 - A/R HST Receivable	HST Tax Code	22.48			
	99-999-1 - HST (Statistical) Non	HST Tax Code	26.00	NL	226.00	
170603	16-459 - York Landfill - Bulk Wa	Empty and Return bins	142.46			
	16-468 - Auld Landfill - Recyclin	Empty and Return bins	356.16			
	11-210-2 - A/R HST Receivable	HST Tax Code	55.08			

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EFT					
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
		99-999-1 - HST (Statistical) Non	HST Tax Code	63.70 NL	553.70
				Payment Total:	1,005.70
<b>2177</b>	<b>05/15/2024</b>	<b>A.J. Stone Company Ltd.</b>			
0000182797		16-218 - Fire - Stand Pipe	Gaskets	193.00	
		11-210-2 - A/R HST Receivable	HST Tax Code	21.32	
		99-999-1 - HST (Statistical) Non	HST Tax Code	24.66 NL	214.32
0000182236		16-202-1 - Fire-New Recruits	Light	245.01	
		11-210-2 - A/R HST Receivable	HST Tax Code	27.06	
		99-999-1 - HST (Statistical) Non	HST Tax Code	31.30 NL	272.07
0000182234		16-252 - Station 2 - Minor Purch	Foam fireball	1,368.67	
		11-210-2 - A/R HST Receivable	HST Tax Code	151.18	
		99-999-1 - HST (Statistical) Non	HST Tax Code	174.85 NL	1,519.85
0000183028		16-202 - Fire - Training	Foam Firebull	1,501.21	
		11-210-2 - A/R HST Receivable	HST Tax Code	165.81	
		99-999-1 - HST (Statistical) Non	HST Tax Code	191.78 NL	1,667.02
				Payment Total:	3,673.26
<b>2178</b>	<b>05/15/2024</b>	<b>Almaguin Road Super's Assoc.</b>			
2024		16-303 - Roads-Office-Supplies/	2024 Membership	160.00	160.00
<b>2179</b>	<b>05/15/2024</b>	<b>Brandt Sudbury</b>			
4208030		16-426-1 - 2022 Backhoe Manit	Equipment Service	3,090.90	
		11-210-2 - A/R HST Receivable	HST Tax Code	341.40	
		99-999-1 - HST (Statistical) Non	HST Tax Code	394.87 NL	3,432.30
4208029		16-421 - 2010 Grader - Mainten;	Equipment service	4,653.61	
		11-210-2 - A/R HST Receivable	HST Tax Code	514.00	
		99-999-1 - HST (Statistical) Non	HST Tax Code	594.50 NL	5,167.61
				Payment Total:	8,599.91
<b>2180</b>	<b>05/15/2024</b>	<b>Cedar Signs</b>			
2024/1695		16-391 - Signs/Safety- Goods &	Solar Panel	479.70	
		11-210-2 - A/R HST Receivable	HST Tax Code	52.98	
		99-999-1 - HST (Statistical) Non	HST Tax Code	61.28 NL	532.68
<b>2181</b>	<b>05/15/2024</b>	<b>Canadian National Non Freight</b>			
91739017		16-414 - Bunny Trail RR Crossir	Bunny Trail	403.50	403.50
<b>2182</b>	<b>05/15/2024</b>	<b>Craig's Welding &amp; Fabrication</b>			
2206		16-344 - Roads-Street Sweepin	Repairs and Labour	515.49	
		11-210-2 - A/R HST Receivable	HST Tax Code	56.93	
		99-999-1 - HST (Statistical) Non	HST Tax Code	65.85 NL	572.42
<b>2183</b>	<b>05/15/2024</b>	<b>Direct Power Generators Inc.</b>			
24-17		16-703 - Dunchurch Hall - Bld M	Service Contract	1,286.86	
		11-210-2 - A/R HST Receivable	HST Tax Code	142.14	
		99-999-1 - HST (Statistical) Non	HST Tax Code	164.40 NL	1,429.00
<b>2184</b>	<b>05/15/2024</b>	<b>Duck Rock Resort</b>			
073762		16-234 - Station 1 - Fuel & Oil	Fuel	364.19	
		11-210-2 - A/R HST Receivable	HST Tax Code	40.23	
		99-999-1 - HST (Statistical) Non	HST Tax Code	46.53 NL	404.42
073763		16-279 - Building Dept Truck - F	Fuel	73.85	
		11-210-2 - A/R HST Receivable	HST Tax Code	8.15	
		99-999-1 - HST (Statistical) Non	HST Tax Code	9.43 NL	82.00
073770		16-234 - Station 1 - Fuel & Oil	Fuel	653.49	
		11-210-2 - A/R HST Receivable	HST Tax Code	72.18	

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Payment #	Date	Vendor Name	EFT	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account				
073773		99-999-1 - HST (Statistical) Non		HST Tax Code	83.48 NL	725.67
		16-394-2 - 2018 Dodge Ram 20		Fuel	53.13	
		16-776 - 2016 Facilities Truck - I		Fuel	113.61	
		16-408 - 2022 5 Ton - Fuel		Fuel	157.57	
		16-320 - Garage - Mtc/Supplies/		Supplies	4.57	
073772		11-210-2 - A/R HST Receivable		HST Tax Code	35.82	364.70
		99-999-1 - HST (Statistical) Non		HST Tax Code	41.43 NL	
		16-320 - Garage - Mtc/Supplies/		Supplies	30.54	
0737655		11-210-2 - A/R HST Receivable		HST Tax Code	3.37	33.91
		99-999-1 - HST (Statistical) Non		HST Tax Code	3.90 NL	
		16-776 - 2016 Facilities Truck - I		Fuel	78.41	
		16-394-2 - 2018 Dodge Ram 20		Fuel	95.49	
		16-403 - 2015 Freightliner Tand		Fuel	135.07	
073764		16-446 - York Landfill - Supplies		Fuel	4.48	347.58
		11-210-2 - A/R HST Receivable		HST Tax Code	34.13	
073771		99-999-1 - HST (Statistical) Non		HST Tax Code	39.47 NL	9.06
		16-446 - York Landfill - Supplies		Supplies	9.06	
073769		16-394-2 - 2018 Dodge Ram 20		Fuel	188.23	1,352.85
		16-776 - 2016 Facilities Truck - I		Fuel	261.15	
		16-408 - 2022 5 Ton - Fuel		Fuel	757.84	
		16-320 - Garage - Mtc/Supplies/		Fuel	12.29	
		11-210-2 - A/R HST Receivable		HST Tax Code	133.34	
		99-999-1 - HST (Statistical) Non		HST Tax Code	154.22 NL	
		16-776 - 2016 Facilities Truck - I		Fuel	225.13	
		16-394-2 - 2018 Dodge Ram 20		Fuel	184.35	
		16-408 - 2022 5 Ton - Fuel		Fuel	240.83	
		16-320 - Garage - Mtc/Supplies/		Fuel	4.54	
073766		11-210-2 - A/R HST Receivable		HST Tax Code	71.83	726.68
		99-999-1 - HST (Statistical) Non		HST Tax Code	83.08 NL	
		16-234 - Station 1 - Fuel & Oil		Fuel	73.84	
		16-776 - 2016 Facilities Truck - I		Fuel	322.43	
		16-394-2 - 2018 Dodge Ram 20		Fuel	312.44	
		16-408 - 2022 5 Ton - Fuel		Fuel	364.71	
		16-320 - Garage - Mtc/Supplies/		Supplies	15.52	
		11-210-2 - A/R HST Receivable		HST Tax Code	118.56	
		99-999-1 - HST (Statistical) Non		HST Tax Code	137.13 NL	
		16-110 - Admin - Office Supplies		Supplies	10.02	
07376		16-110 - Admin - Office Supplies		Supplies	21.34	10.02
073760		16-408 - 2022 5 Ton - Fuel		Fuel	740.09	1,207.50
		16-776 - 2016 Facilities Truck - I		Fuel	183.71	
		16-394-2 - 2018 Dodge Ram 20		Fuel	254.88	
		16-320 - Garage - Mtc/Supplies/		Supplies	4.54	
		11-210-2 - A/R HST Receivable		HST Tax Code	130.19	
		99-999-1 - HST (Statistical) Non		HST Tax Code	150.58 NL	
		16-279 - Building Dept Truck - F		Fuel	81.05	
		11-210-2 - A/R HST Receivable		HST Tax Code	8.95	
		99-999-1 - HST (Statistical) Non		HST Tax Code	10.35 NL	
		16-769 - Facilities / Parks Maint		Fuel	25.22	
073774		11-210-2 - A/R HST Receivable		HST Tax Code	2.78	90.00
073767		99-999-1 - HST (Statistical) Non		HST Tax Code	3.22 NL	28.00
		16-234 - Station 1 - Fuel & Oil		Fuel	472.89	
		11-210-2 - A/R HST Receivable		HST Tax Code	52.23	

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Payment #	Date	Vendor Name	EFT	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account				
		99-999-1 - HST (Statistical) Non		HST Tax Code	60.41 NL	525.12
					Payment Total:	7,242.26
<b>2185</b>	<b>05/15/2024</b>	<b>Fire Marshal's Public Fire</b>				
IN165307		16-208 - Fire - Prevention/Educ		Supplies	446.03	
		11-210-2 - A/R HST Receivable		HST Tax Code	49.26	
		99-999-1 - HST (Statistical) Non		HST Tax Code	56.98 NL	495.29
<b>2186</b>	<b>05/15/2024</b>	<b>Fowler Construction Co Ltd</b>				
76256		16-311 - Flooding Damage		Flood Damage	924.09	
		11-210-2 - A/R HST Receivable		HST Tax Code	102.07	
		99-999-1 - HST (Statistical) Non		HST Tax Code	118.05 NL	1,026.16
<b>2187</b>	<b>05/15/2024</b>	<b>Freightliner North Bay</b>				
IN09559		16-402 - 2015 Freightliner Tand		Parts	979.11	
		11-210-2 - A/R HST Receivable		HST Tax Code	108.14	
		99-999-1 - HST (Statistical) Non		HST Tax Code	125.08 NL	1,087.25
IN09596		16-402 - 2015 Freightliner Tand		Parts	774.35	
		11-210-2 - A/R HST Receivable		HST Tax Code	85.53	
		99-999-1 - HST (Statistical) Non		HST Tax Code	98.92 NL	859.88
IN09558		16-404 - 2017 Freightliner Singl		Parts	748.88	
		11-210-2 - A/R HST Receivable		HST Tax Code	82.72	
		99-999-1 - HST (Statistical) Non		HST Tax Code	95.67 NL	831.60
					Payment Total:	2,778.73
<b>2188</b>	<b>05/15/2024</b>	<b>Georgian Bay Propane Inc</b>				
142370		16-320 - Garage - Mtc/Supplies/		Cyl Rental	48.84	
		11-210-2 - A/R HST Receivable		HST Tax Code	5.40	
		99-999-1 - HST (Statistical) Non		HST Tax Code	6.24 NL	54.24
<b>2189</b>	<b>05/15/2024</b>	<b>Gilroy's Tires</b>				
6397		16-426-1 - 2022 Backhoe Mani		Flat Repair	32.56	
		11-210-2 - A/R HST Receivable		HST Tax Code	3.60	
		99-999-1 - HST (Statistical) Non		HST Tax Code	4.16 NL	36.16
<b>2190</b>	<b>05/15/2024</b>	<b>Glen Martin Limited</b>				
399699		16-446 - York Landfill - Supplies		Supplies	150.84	
		11-210-2 - A/R HST Receivable		HST Tax Code	16.66	
		99-999-1 - HST (Statistical) Non		HST Tax Code	19.27 NL	167.50
399940		16-702 - Dunchurch Hall - Suppl		Supplies	97.25	
		11-210-2 - A/R HST Receivable		HST Tax Code	10.74	
		99-999-1 - HST (Statistical) Non		HST Tax Code	12.42 NL	107.99
400256-1		16-316 - Garage - Miscellaneous		Supplies	43.00	
		11-210-2 - A/R HST Receivable		HST Tax Code	4.75	
		99-999-1 - HST (Statistical) Non		HST Tax Code	5.49 NL	47.75
400256		16-316 - Garage - Miscellaneous		First Aid Supplies	276.97	
		16-446 - York Landfill - Supplies		First Aid Supplies	276.97	
		16-466 - Auld Landfill - Supplies		First Aid Supplies	276.99	
		11-210-2 - A/R HST Receivable		HST Tax Code	91.78	
		99-999-1 - HST (Statistical) Non		HST Tax Code	106.15 NL	922.71
400861		16-702 - Dunchurch Hall - Suppl		Supplies	158.45	
		11-210-2 - A/R HST Receivable		HST Tax Code	17.50	
		99-999-1 - HST (Statistical) Non		HST Tax Code	20.24 NL	175.95
					Payment Total:	1,421.90
<b>2191</b>	<b>05/15/2024</b>	<b>Ideal Supply Company Ltd.</b>				
5070864		16-404 - 2017 Freightliner Singl		Clips/Fasteners	33.55	



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EFT					
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
		11-210-2 - A/R HST Receivable	HST Tax Code	3.71	
		99-999-1 - HST (Statistical) Non	HST Tax Code	4.29	NL 37.26
1007		16-404 - 2017 Freightliner Single	Wheel Chock	26.96	
		11-210-2 - A/R HST Receivable	HST Tax Code	2.97	
		99-999-1 - HST (Statistical) Non	HST Tax Code	3.44	NL 29.93
5975777		16-404 - 2017 Freightliner Single	Supplies/Parts	310.33	
		16-403 - 2015 Freightliner Tand	Supplies/Parts	310.33	
		11-210-2 - A/R HST Receivable	HST Tax Code	68.55	
		99-999-1 - HST (Statistical) Non	HST Tax Code	79.29	NL 689.21
			Payment Total:		756.40
<b>2192</b>	<b>05/15/2024</b>	<b>Janet Jackson</b>			
May 2 2024		16-798 - After School Program	After School April 30 to May	173.55	173.55
<b>2193</b>	<b>05/15/2024</b>	<b>Kidd's Home Hardware</b>			
2934994		16-404-3 - 2020 Freightliner Sn	LMPS	76.27	
		11-210-2 - A/R HST Receivable	HST Tax Code	8.42	
		99-999-1 - HST (Statistical) Non	HST Tax Code	9.74	NL 84.69
2934562		16-320 - Garage - Mtc/Supplies/	Detergent	10.17	
		11-210-2 - A/R HST Receivable	HST Tax Code	1.12	
		99-999-1 - HST (Statistical) Non	HST Tax Code	1.30	NL 11.29
			Payment Total:		95.98
<b>2194</b>	<b>05/15/2024</b>	<b>Local Authority Services Ltd.</b>			
MGBP0000059C		16-110 - Admin - Office Supplies	Binder Clip	9.77	
		11-210-2 - A/R HST Receivable	HST Tax Code	1.08	
		99-999-1 - HST (Statistical) Non	HST Tax Code	1.25	NL 10.85
MGBP0000059E		16-110 - Admin - Office Supplies	Clipboard	71.22	
		11-210-2 - A/R HST Receivable	HST Tax Code	7.87	
		99-999-1 - HST (Statistical) Non	HST Tax Code	9.10	NL 79.09
MGBP00000604		16-110 - Admin - Office Supplies	Paper	60.15	
		11-210-2 - A/R HST Receivable	HST Tax Code	6.65	
		99-999-1 - HST (Statistical) Non	HST Tax Code	7.69	NL 66.80
MGBP0000060E		16-110 - Admin - Office Supplies	Office Supplies	68.00	
		11-210-2 - A/R HST Receivable	HST Tax Code	7.51	
		99-999-1 - HST (Statistical) Non	HST Tax Code	8.69	NL 75.51
MGBP0000061C		16-110 - Admin - Office Supplies	Supplies	19.23	
		11-210-2 - A/R HST Receivable	HST Tax Code	2.13	
		99-999-1 - HST (Statistical) Non	HST Tax Code	2.46	NL 21.36
MGBP00000603		16-402 - 2015 Freightliner Tand	Parts	345.99	
		11-210-2 - A/R HST Receivable	HST Tax Code	38.22	
		99-999-1 - HST (Statistical) Non	HST Tax Code	44.20	NL 384.21
MGBP0000059E		16-110 - Admin - Office Supplies	Office Supplies	316.43	
		11-210-2 - A/R HST Receivable	HST Tax Code	34.95	
		99-999-1 - HST (Statistical) Non	HST Tax Code	40.42	NL 351.38
			Payment Total:		989.20
<b>2195</b>	<b>05/15/2024</b>	<b>Law N Mowers</b>			
April 2024		16-275 - By-Law Enforcement	By-Law Services	1,223.85	1,223.85
<b>2196</b>	<b>05/15/2024</b>	<b>Magnetawan Building Centre Ltd</b>			
104-101447		16-110 - Admin - Office Supplies	Supplies	64.82	
		11-210-2 - A/R HST Receivable	HST Tax Code	7.16	
		99-999-1 - HST (Statistical) Non	HST Tax Code	8.28	NL 71.98
103-123116		16-806 - Library - Building Maint	Ceramic Heater	73.24	
		11-210-2 - A/R HST Receivable	HST Tax Code	8.09	

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Payment #	Date	Vendor Name	EFT	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account				
		99-999-1 - HST (Statistical) Non	HST Tax Code		9.36 NL	81.33
103-125840		16-320 - Garage - Mtc/Supplies/	Block Cement		5.38	
		11-210-2 - A/R HST Receivable	HST Tax Code		0.60	
		99-999-1 - HST (Statistical) Non	HST Tax Code		0.69 NL	5.98
104-101902		16-210 - Fire - Miscellaneous	Supplies		75.75	
		11-210-2 - A/R HST Receivable	HST Tax Code		8.37	
		99-999-1 - HST (Statistical) Non	HST Tax Code		9.68 NL	84.12
				Payment Total:		243.41
<b>2197</b>	<b>05/15/2024</b>	<b>McDougall Energy</b>				
7116901		16-423 - 2010 Grader - Fuel	Diesel clear		240.58	
		16-404-1 - 2017 Freightliner Sin	Diesel clear		240.58	
		16-404-2 - 2020 Freightliner - Sr	Diesel clear		240.58	
		16-403 - 2015 Freightliner Tand	Diesel clear		240.58	
		11-210-2 - A/R HST Receivable	HST Tax Code		106.29	
		99-999-1 - HST (Statistical) Non	HST Tax Code		122.94 NL	1,068.61
7160262		16-403 - 2015 Freightliner Tand	Diesel Clear		363.21	
		16-404-1 - 2017 Freightliner Sin	Diesel Clear		356.16	
		16-404-2 - 2020 Freightliner - Sr	Diesel Clear		407.04	
		16-423 - 2010 Grader - Fuel	Diesel Clear		1,241.48	
		11-210-2 - A/R HST Receivable	HST Tax Code		261.54	
		99-999-1 - HST (Statistical) Non	HST Tax Code		302.50 NL	2,629.43
7167247		16-394-2 - 2018 Dodge Ram 20	Regular Gas		515.95	
		16-776 - 2016 Facilities Truck - I	Regular Gas		550.53	
		16-408 - 2022 5 Ton - Fuel	Regular Gas		1,221.12	
		11-210-2 - A/R HST Receivable	HST Tax Code		252.67	
		99-999-1 - HST (Statistical) Non	HST Tax Code		292.24 NL	2,540.27
7160263		16-423 - 2010 Grader - Fuel	Dyed Diesel		1,424.64	
		16-427-1 - 2022 Backhoe -Fuel	Dyed Diesel		508.80	
		16-439-2 - Hyundai Excavator F	Dyed Diesel		746.98	
		11-210-2 - A/R HST Receivable	HST Tax Code		296.06	
		99-999-1 - HST (Statistical) Non	HST Tax Code		342.43 NL	2,976.48
				Payment Total:		9,214.79
<b>2198</b>	<b>05/15/2024</b>	<b>Moore Propane Limited</b>				
6023032		16-457 - York Landfill - Heating	Propane		162.68	
		11-210-2 - A/R HST Receivable	HST Tax Code		17.97	
		99-999-1 - HST (Statistical) Non	HST Tax Code		20.78 NL	180.65
6023028		16-150 - Office - Heating/Hydro	Propane		847.36	
		11-210-2 - A/R HST Receivable	HST Tax Code		93.59	
		99-999-1 - HST (Statistical) Non	HST Tax Code		108.25 NL	940.95
6023025		16-704 - Dunchurch Hall - Heatii	Propane		658.35	
		11-210-2 - A/R HST Receivable	HST Tax Code		72.71	
		99-999-1 - HST (Statistical) Non	HST Tax Code		84.10 NL	731.06
6023029		16-329 - Garage - Heating	Propane		887.07	
		11-210-2 - A/R HST Receivable	HST Tax Code		97.98	
		99-999-1 - HST (Statistical) Non	HST Tax Code		113.32 NL	985.05
6023027		16-741-1 - Pavilion-Heating	Propane		146.47	
		11-210-2 - A/R HST Receivable	HST Tax Code		16.18	
		99-999-1 - HST (Statistical) Non	HST Tax Code		18.71 NL	162.65
				Payment Total:		3,000.36
<b>2199</b>	<b>05/15/2024</b>	<b>Magnetawan Truck and Trailer</b>				
2436		16-409 - 2007 International-Mair	Remove/Install Rims and T		206.07	
		11-210-2 - A/R HST Receivable	HST Tax Code		22.76	

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		EFT			
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
		99-999-1 - HST (Statistical) Non	HST Tax Code	26.33 NL	228.83
2434		16-404-3 - 2020 Freightliner Sn	Remove/Install Tires	206.07	
		11-210-2 - A/R HST Receivable	HST Tax Code	22.76	
		99-999-1 - HST (Statistical) Non	HST Tax Code	26.33 NL	228.83
2433		16-402 - 2015 Freightliner Tand	Remove/Install Tires	206.07	
		11-210-2 - A/R HST Receivable	HST Tax Code	22.76	
		99-999-1 - HST (Statistical) Non	HST Tax Code	26.33 NL	228.83
2435		16-404 - 2017 Freightliner Single	Remove/Install Tires	206.07	
		11-210-2 - A/R HST Receivable	HST Tax Code	22.76	
		99-999-1 - HST (Statistical) Non	HST Tax Code	26.33 NL	228.83
				Payment Total:	915.32
<b>2200</b>	<b>05/15/2024</b>	<b>My-Tech Information Technology</b>			
April 2024		16-126 - Admin - Communicatio	Support	1,169.43	
		11-210-2 - A/R HST Receivable	HST Tax Code	129.17	
		99-999-1 - HST (Statistical) Non	HST Tax Code	149.40 NL	1,298.60
March 2024		16-115 - Admin - Computer Sup	Support	1,169.43	
		11-210-2 - A/R HST Receivable	HST Tax Code	129.17	
		99-999-1 - HST (Statistical) Non	HST Tax Code	149.40 NL	1,298.60
				Payment Total:	2,597.20
<b>2201</b>	<b>05/15/2024</b>	<b>Near North Industrial Solution</b>			
92127		16-426 - 2016 Backhoe - Mainte	Hose	47.81	
		11-210-2 - A/R HST Receivable	HST Tax Code	5.28	
		99-999-1 - HST (Statistical) Non	HST Tax Code	6.11 NL	53.09
<b>2202</b>	<b>05/15/2024</b>	<b>Near North Laboratories Inc.</b>			
100917		16-779 - Water Testing	Water test	43.96	
		11-210-2 - A/R HST Receivable	HST Tax Code	4.86	
		99-999-1 - HST (Statistical) Non	HST Tax Code	5.62 NL	48.82
<b>2203</b>	<b>05/15/2024</b>	<b>Pahapill and Associates</b>			
MUN677		16-120-1 - Admin - Audit Fees	2nd Progress Billiing Audit	5,596.81	
		11-210-2 - A/R HST Receivable	HST Tax Code	618.19	
		99-999-1 - HST (Statistical) Non	HST Tax Code	715.00 NL	6,215.00
<b>2204</b>	<b>05/15/2024</b>	<b>Parry Sound Auto Parts Co Ltd</b>			
1-2981437		16-320 - Garage - Mtc/Supplies/	Tank Rental	88.53	
		11-210-2 - A/R HST Receivable	HST Tax Code	9.78	
		99-999-1 - HST (Statistical) Non	HST Tax Code	11.31 NL	98.31
<b>2205</b>	<b>05/15/2024</b>	<b>Waste Connections of Canada</b>			
7113-00003415:		16-468 - Auld Landfill - Recyclin	Recycling	3,299.36	
		16-448 - York Landfill - Recyclin	Recycling	3,336.51	
		11-210-2 - A/R HST Receivable	HST Tax Code	732.96	
		99-999-1 - HST (Statistical) Non	HST Tax Code	847.74 NL	7,368.83
<b>2206</b>	<b>05/15/2024</b>	<b>Ricoh Canada Inc.</b>			
SCO94452701		16-113 - Admin - Office Equipme	Copy Usage	572.57	
		11-210-2 - A/R HST Receivable	HST Tax Code	63.25	
		99-999-1 - HST (Statistical) Non	HST Tax Code	73.15 NL	635.82
<b>2207</b>	<b>05/15/2024</b>	<b>Sands Canada Inc.</b>			
00721838		16-252 - Station 2 - Minor Purch	Supplies	144.64	
		11-210-2 - A/R HST Receivable	HST Tax Code	15.98	
		99-999-1 - HST (Statistical) Non	HST Tax Code	18.48 NL	160.62

**Municipality of Whitestone**  
**List of Accounts for Approval**  
Batch: 2024-00033 to 2024-00041

		EFT			
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
<b>2208</b>	<b>05/15/2024</b>	<b>Trans Canada Safety Star Life</b>			
51888		16-404 - 2017 Freightliner Single	Rocker Lug	517.84	
		11-210-2 - A/R HST Receivable	HST Tax Code	57.19	
		99-999-1 - HST (Statistical) Non	HST Tax Code	66.15 NL	575.03
<b>2209</b>	<b>05/15/2024</b>	<b>The Water Healer Corp.</b>			
1807		16-778 - Water Maintenance	Service Call	127.20	
		11-210-2 - A/R HST Receivable	HST Tax Code	14.05	
		99-999-1 - HST (Statistical) Non	HST Tax Code	16.25 NL	141.25
<b>2210</b>	<b>05/15/2024</b>	<b>Wurth Canada Limited</b>			
25822518		16-320 - Garage - Mtc/Supplies/	Supplies	151.23	
		16-446 - York Landfill - Supplies	Supplies	151.22	
		16-466 - Auld Landfill - Supplies	Supplies	151.23	
		11-210-2 - A/R HST Receivable	HST Tax Code	50.11	
		99-999-1 - HST (Statistical) Non	HST Tax Code	57.96 NL	503.79
				<b>Total EFT:</b>	<b>148,590.21</b>
				<b>Total AP:</b>	<b>217,452.22</b>

Report prepared for Council May 10, 2024



Maneesh Kulal , Treasurer

# STAFF REPORTS



## Municipality of Whitestone Report to Council

**Prepared for:** Council

**Department:** Administration

**Agenda Date:** May 21, 2024

**Report No:** ADMIN-2024-06

### Subject:

2024 to 2028 Multi-Year Accessibility Plan

### Recommendation:

**THAT** the Council the Municipality of Whitestone receives for information report ADMIN-2024-06 (2024 to 2028 Multi-Year Accessibility Plan); and

**THAT** the Council of the Municipality of Whitestone does hereby endorse the Multi-Year Accessibility Plan (Plan) as presented and submit the Plan to the Ministry for Seniors and Accessibility; and

**THAT** in order to finalize compliance with the Plan and the associated legislation, AODA and Human Rights training or re-training (if the initial training is older than five (5) years) be completed within the next three (3) months by staff, volunteers (paid and unpaid), full-time, part-time and contract positions and members of Council.

### Background:

At the September 19, 2023 Regular Council meeting, the following resolution was passed:

Report ADMIN-2023-10  
DRAFT Multi-Year Accessibility Plan

**THAT** the Council the Municipality of Whitestone receives for information report ADMIN-2023-10 (DRAFT Multi-Year Accessibility Plan); and

**THAT** Staff be requested post the DRAFT Multi-Year Accessibility Plan on the Municipal Website, Facebook and November Newsletter, seeking public input and comment until December 31, 2023.

At the February 20, 2024, Regular Council meeting, Report ADMIN-2024-04, AODA, Multi-Year Plan (2023-2028) was presented to Council; approval was deferred.

Consideration has subsequently been given to budget related matters and the timing of AODA upgrades and initiatives (including boat launches). The Plan has been re-titled to, AODA, Multi-Year Accessibility Plan, 2024 to 2028.

### **2023 AODA Audit:**

The Municipality of Whitestone was audited in 2023 for AODA compliance in regard to any newly constructed or re-developed initiatives that occurred on or after January 1, 2016 as well as other matters:

- Accessibility Policies
- Multi-Year Accessibility Plan
- Training
- Accessible Feedback
- Emergency Procedure, Plans, or Public Safety Information
- Accessibility Compliance Reports
- Recreational Trails
- Recreational Trails, signage and media
- Outdoor public use eating areas and play spaces
- Exterior Paths of Travel, pedestrian signals and rest areas
- Off-street Parking, minimum number and type of accessible parking spaces

A report was provided to the Accessibility for Ontarians with Disabilities Division, Ministry for Seniors and Accessibility, in early August 2023 with the exception of the Multi-Year Plan.

The initial report provided both editorial and pictures. Pictures included the accessible upgrades relating to the Library and Technology Centre, the Municipal Office, the Nurse Practitioner Led Clinic and the Whitestone Waterfront Park accessible trail as well information on training, the website and the posting of AODA Compliance Reports.

The Ministry provided additional time for the development of a multi-year plan.

### **Multi-Year Accessibility Plan**

Information provided by Accessibility for Ontarians with Disabilities Division, Ministry for Seniors and Accessibility Regulation:

*191/11: Integrated Accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 requires organizations to create multi-year accessibility plans, update them at least once every five years and post them on their websites if they have one.*

*An accessibility plan outlines what steps an organization will take to prevent and remove barriers to accessibility and when it will do so.*

*The law is flexible, so you can develop your accessibility plan in a way that works best for your organization. There is no right or wrong way.*

## **Analysis:**

The attached Plan was developed with input and review from the Whitestone Library and Technology Centre CEO, the Public Works Manager, the Chair for the Nursing Station Committee, a member of the public who has a history and experience in these matters and a representative of the Recreation Committee who also has experience and knowledge of accessibility issues.

Additionally, the plan reflects input from the 2023 Building Assessment report (Steenhof Building Services Group) as well as information requested from the Ministry for Seniors and Accessibility.

The **DRAFT** Plan was posted on the Municipal Website, posted numerous times on the Municipal Facebook page, notice provided in the e-newsletter as well as in the November 2023 hardcopy Newsletter with a request for input and comment by December 31, 2023.

### **Comments received from the Public Process**

One comment was received as follows:

**Question:** *After reading the latest Whitestone News email, I am left with a question regarding the accessibility topic.*

*Could you please explain to me and everyone else for that matter -- what about the Maple Island Thrift Shop? We know that the way it stands, it cannot be made accessible, so what are the plans for it?*

**Response:** *For buildings such the Maple Island Thrift Shop that are currently not 'accessible', there is no requirement to retrofit the building for accessibility unless there are major renovations or planned upgrades/reconstruction. As for the future of the building, Council has not made any decisions in that regard. We are waiting for a final report from a consultant who has been hired to inspect and assess all of the Municipally owned buildings and once the final report is received and shared with Council, I expect Council will have further discussion about the Thrift shop.*

### **Comments received from Ministry for Seniors and Accessibility**

The Ministry of Ministry for Seniors and Accessibility, Accessibility for Ontarians with Disabilities Division reviewed the Draft Plan presented to Council on September 29, 2023 and provided a number of comments. The following components were requested to be added to the Multi Year Plan:

- Facility specific planned improvements
- Managing preventative maintenance and emergency disruptions



## **Training:**

All employees (full-time, part-time and contract positions), volunteers (paid and unpaid) and members of Council, are required to have documented training. Retraining at least every five (5) years is now recommended by AODA in an effort to ensure an ongoing understanding of AODA requirements and Human Rights.

Training must include at a minimum:

- accessible customer service
- work related accessibility training that is relevant to your employees' responsibilities
- the Ontario Human Rights Code (as it relates to people with disabilities)
- changes to the Employers accessibility policies

Staff have recently provided notice to those who require the training / retraining and have provided the necessary information to obtain access to the on-line training portal.

## **Financial Considerations:**

Priorities for improvements and upgrades will be considered during annual budget discussions.

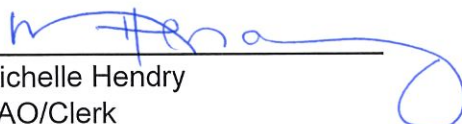
## **Link to Strategic Plan:**

Our mission is to achieve and maintain a municipality that is sound financially, supportive of appropriate opportunities, protective of the natural environment, and that preserves the unique heritage of the area.

We challenge ourselves to diversify and create a more vibrant local economy through collaborative partnerships with existing businesses, service groups, and adjacent municipalities, as well as through proactive efforts to attract new businesses and services.

We will create initiatives to include all residents, both permanent and seasonal, in contributing to the betterment of our community.

## **Respectfully submitted by:**

  
\_\_\_\_\_  
Michelle Hendry  
CAO/Clerk

**ATTACHMENT A** – Updated 2024 to 2028 DRAFT Multi-Year Accessibility Plan



MUNICIPALITY OF WHITESTONE

**Multi-Year  
ACCESSIBILITY PLAN**

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**2024 to 2028**

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## The Municipality of Whitestone

The Municipality of Whitestone is located in the District of Parry Sound in Northern Ontario.

In 2000, the Parry Sound District Restructuring Commission incorporated Whitestone and amalgamated the Townships of East Burpee, Burton, McKenzie, Ferris, Hagerman, and part of Croft as well as the communities of Ardbeg, Dunchurch, Maple Island, and the Village of Whitestone.

With this amalgamation, Whitestone has become a place with something for all ages, all year long. The Municipality is a place that offers something for everyone; a place with year-round community events and recreational opportunities.

As a community, we are proud of what we have to offer and love to call the Municipality of Whitestone home. Whitestone encourages you to join us, whether for a day, a weekend or a lifetime. We support diversity and inclusion. We are committed to being responsive to the needs of our residents and visitors and providing services and facilities that are accessible to all. Everyone is always welcome.

### **Indigenous Land Acknowledgement Statement**

The Municipality of Whitestone recognizes all of Canada resides on traditional, unceded and/or treaty lands of the Indigenous People of Turtle Island.

We recognize our Municipality on The Robinson Huron Treaty territory is home to many past, present and future Indigenous families.

This acknowledgment of the land is a declaration of our commitment and collective responsibility to reconcile the past, and to honour and value the culture, history and relationships we have with one another.

**The Municipality of Whitestone truly is:**

**"A Perfect Place To Live, Work & Play!"**

## Message from Mayor and Council

**The Municipality of Whitestone** is committed to ongoing improvements to accessibility, and will continue to seek opportunities to advance the accessibility of its facilities and programs for persons with disabilities.

## Whitestone Commitment

The Municipality of Whitestone:

- is committed to ensuring equal access and participation for people with disabilities. We are committed to treating people with disabilities in a way that allows them to maintain their dignity and independence. We believe in integration and we are committed to meeting the needs of people with disabilities in a timely manner. We will do so by removing and preventing barriers to accessibility and meeting our accessibility requirements under the Accessibility for Ontarians with Disabilities Act and Ontario's accessibility laws.
- strives to meet the needs of its employees and customers with disabilities and is working hard to remove and prevent barriers to accessibility.
- is committed to fulfilling our requirements under the *Accessibility for Ontarians with Disabilities Act, 2005*. This accessibility plan outlines the steps we are taking to meet those requirements and to improve opportunities for people with disabilities.
- will train every person as soon as practicable after being hired or being appointed as a volunteer and provide training in respect of any changes to policies.
- will work towards creating an accessible and inclusive community that is responsive to the needs of and improve well-being and quality of life for persons with all abilities and disabilities.

## SUMMARY

On June 13, 2005 the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) received Royal Assent and is now law. The purpose of the AODA is to benefit all Ontarians by developing, implementing and enforcing accessibility standards in order to achieve accessibility for Ontarians with disabilities by January 2025. This Multi-Year Accessibility Plan was prepared in order to meet the requirements of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and to assist the Municipality of Whitestone in identifying, preventing and removing barriers to accessibility.

The Corporation of the Municipality of Whitestone is committed to promoting independence, dignity, integration and equality of opportunity for persons with disabilities. Our goal is to make the Municipality workplaces accessible and welcoming environments where both employees and customers are accommodated, in a timely manner, to meet their needs.

In addition to outlining the initiatives planned by the Municipality Whitestone this document outlines the Municipality's accessibility achievements. This multi-year accessibility plan meets the planning requirements of both the Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005.

Accessibility planning does not end once a plan is prepared and documented. Monitoring is essential to ensure that the Municipality is meeting its obligations and commitments. An annual report will be prepared on the progress being made towards implementation and presented to Council. A comprehensive review of this plan will be completed every five years, unless significant changes necessitate an earlier revision of the plan.

Currently, the Municipality is committing itself through continual improvements of access to Municipal facilities, within budget limitations.

The AODA requires that Ontario be an accessible province by 2025. To assist in this endeavor, the AODA contains accessibility standards in the areas of:

- Accessible Customer Service
- Information and Communications
- Employment
- Transportation
- Design of Public Spaces (for the Built Environment)

## Customer Service (Regulation 429/07)

The Accessibility Standards for Customer Service came into force on January 1, 2008. The standard applies to all organizations in Ontario that provide goods and services to the public or to other businesses that have one or more employees.

As a public sector organization, the Municipality of Whitestone complied with the following Accessibility Standards on December 10, 2018 by Council approval of the Accessibility Policy / Accessible Customer Service Policy (policy number A06–A00–05). The Municipality of Whitestone is currently in compliance and continues to fulfill ongoing obligations under these standards.

## Integrated Accessibility (Regulation 191/11 as amended)

Under the AODA, Ontario Regulation 191/11, entitled, “Integrated Accessibility Standards” (Regulation), came into force on July 1, 2011. This Regulation establishes accessibility standards for Information and Communication, Employment, Transportation, Built Environments, Public Spaces and Customer Service.

Some of the requirements are: developing policies to ensure that communication is accessible to people with disabilities; ensuring the Municipality is able to provide information in a format that considers an individual’s disability; ensuring the Municipal website is compliant with applicable standards; and developing policies for ensuring potential employees with disabilities receive appropriate accommodations during the recruitment phase. Employees are trained on accessible emergency and public safety information and meeting requirements when constructing, maintaining or redeveloping various elements of public spaces.

The Integrated Standard has been implemented in phases according to staggered compliance deadlines and the Municipality continues meet compliance as soon as practicable for the Municipality.

There are 5 (five) mandatory standards of AODA: Information and Communications, Employment, the Built Environment (buildings and public spaces), Transportation and Customer Service.

## Information and Communication

**Goal:** To ensure all information and communication conveyed by the Municipality of Whitestone is created, provided and received in a manner that is accessible to people of all abilities.

### **Ontario Regulation 191/11 or as amended by 165/16**

Communications means the interaction between two or more persons or entities, or any combination of them, where information is provided, sent or received; (“communications”)

Conversion-ready means an electronic or digital format that facilitates conversion into an accessible format; Information includes data, facts and knowledge that exists in any format, including text, audio, digital or images, and that conveys meaning.

This applies to:

- Feedback process
- Accessible format and communication support
- Emergency procedure, plans or public safety information
- Accessible websites and web content
- Educational and Training resources and material

Requirements to be met by January 1, 2016 (for small designated public sector organizations).

Whitestone has now met the requirements and continues to make improvements in communications and information.

## Employment

**Goal:** To ensure all compliance with the requirement of the Employment Standard and take proactive action to ensure current and future employees do not face barriers at work

### **Ontario Regulation 191/11 or as amended by 165/16**

Employment commitments include but are not limited to:

- Recruitment, assessment and selection process
- Informing employees of supports
- Accessible formats and communication support for employees
- Workplace emergency response information
- Document individual accommodation plans
- Return to work process

Requirements to be met by January 1, 2015 (for small designated public sector organizations)

Whitestone has now substantially met the requirements and continues to make improvements in employment related matters.

## Transportation

**Goal:** To ensure all compliance with the Transportation Standards as required.

### **Ontario Regulation 191/11 or as amended by 165/16**



The Regulation is applicable to Public Transportation and does not apply to the Municipality of Whitestone.

## The Built Environment (Buildings and Public Spaces)

**Goal:** To ensure accessibility needs are met in newly constructed and redeveloped public spaces where community travels, meets and gathers.

### **Ontario Regulation 191/11 or as amended by 165/16**

The Regulation is applicable to but not limited to public spaces such as:

- Beach access routes
- Off street parking facilities
- Recreational trails
- Outdoor play spaces
- Public amenities
- Rest areas

Requirements to be met by January 1, 2016 (for all designated public sector organizations)

Whitestone has substantially met the requirements and will continue to make improvements to newly constructed and redeveloped Public Spaces.

## Customer Service

**Goal:** To prevent, identify and remove barriers such that people of all abilities have equitable access to goods, services and facilities.

### **Ontario Regulation 191/11 or as amended by 165/16**

The Regulation is applicable to but not limited to the following:

- Establishment of policies
- Use of service animals and support persons
- Notice temporary disruptions
- Staff training
- Feedback process
- Document formats

Whitestone has substantially met the requirements and continues to prevent, identify and remove barriers to ensure accessibility as it relates to Customer Service.

## SECTION 1:

### Past / Ongoing Achievements to Remove and Prevent Barriers

#### Information and Communications

##### 1. **Municipal Website:**

In 2019 the Municipality of Whitestone issued a Request for Proposal (RFP) for the purposes of implementing an improved Municipal Website Design.

The RFP included the following requirements:

- Ensure the website architecture is easily adaptable to respond to customer desires and demands
- Ensure that website design and structure enhancements address the legislated accessibility requirements under the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) developed under the Accessibility for Ontarians with Disabilities Act (AODA) 2005
- Ensure the website meets Web Content Accessibility Guidelines 2.0 AA legislated requirements

The new and improved Website was launched in 2020 and continues to support Accessibility needs as well as comply with legislation and guidelines.

##### 2. **Bi-weekly e-News letter:**

The Municipality of Whitestone utilizes 'Mailchimp', as a social media platform for the bi-weekly e-news letter. Efforts are being made to ensure 'alt text' to images (an audio description of the image for screen reading software) is utilized on posters and pictures. This effort continues.

##### 3. **Mailout Newsletter**

The Municipality provides a hardcopy, mailout Municipal newsletter to all property owners in Whitestone, from time to time, and every effort is made to ensure compliance with font size and font type.

- Text: at least 10 to 12-point type (between 32 and 70 characters per line)
- Font type: Frutiger, Arial or Verdana.

##### 4. **Public Notices and Media Release**

The Municipality provides public notices and media releases from time to time (these are posted on the Municipal, AODA Compliant website)

- Text: at least 10 to 12-point type (between 32 and 70 characters per line)
- Font type: Frutiger, Arial or Verdana

## Employment

The Municipality of Whitestone has recently updated the employee Handbook and has committed to Accessibility for Ontarians with Disabilities (AODA).

Whitestone is committed to treating all people in a way that allows them to maintain their dignity and independence. We believe in inclusion, integration and equal opportunity and are committed to meeting the needs of people with disabilities in a timely manner.

We commit to preventing and removing barriers to accessibility and meeting accessibility and accommodation requirements under the *Accessibility for Ontarians with Disabilities Act* (AODA) up to the point of undue hardship. Accommodations will extend to all aspects of the employment relationship including recruitment and selection, promotions and transfers, and conditions of work. All accommodations will respect the individuals' dignity and strive to maximize their contribution to the municipality.

Whitestone will post information about the availability of accommodations for applicants with disabilities in our recruitment process. Applicants who are selected for an interview and/or assessment process will be notified that accommodations for material to be used in the process are available, upon request. Whitestone will consult with any applicant who requests an accommodation in a manner that considers the applicant's disability. A statement addressing accommodation needs will be included in all offers of employment or letters of hire.

### Accommodation Requests and Individual Accommodation Plans:

Whitestone is committed to providing equitable treatment to all employees with respect to barrier-free employment and accommodation without discrimination, up to the point of undue hardship. Whitestone will make every effort to assist an employee in their safe return to work following a leave for illness or injury, or anywhere an employee or job applicant identifies a bona fide accommodation need that arises from protected rights identified in the *Ontario Human Rights Code* (OHRC).

Our goal is to improve the quality of work life by using fair and consistent treatment to ensure the full participation of all employees.

## The Built Environment (Buildings and Public Spaces)

The following improvements and initiatives have been completed by the Municipality of Whitestone since 2016 (in some instances prior to 2016):

- Construction of an accessible waterfront park in the Village of Dunchurch in concert with an accessible (paved) walkway from the public parking area to a public dock, as well as two accessible outdoor tables.

- Renovation of the Whitestone Public Library and Technology Centre including:
  - In 2018:
    - A rebuilt outdoor access ramp
  - In 2021:
    - Interior improvements to allow for an accessible service desk area
    - Barrier free accommodation at public use computers
    - Accessible book stacks and shelving taking into consideration height, depth and aisle maneuverability
- Renovation and expansion of the Whitestone and Area Nursing Station
  - In 2022
    - Addition of accessible washrooms with push button door openers
    - Accessible reception desk
    - Improved access to front entrance door for wheelchairs
    - Installation of a height adjustable medical exam table to assist wheelchair patients
    - Installation two new accessible parking spaces
- Renovation of the Municipality of Whitestone Municipal Office
  - In 2022
    - An improved accessible service counter area
    - A new meeting room to accommodate accessibility needs in a private space, for consultation or meeting with staff
- An increase in accessible public parking spaces at several public lake access points / boat launches in concert with appropriate signage.
- Where accessible parking spaces are created at a location that allows for a hardtop (asphalt surface), the Municipality annually repaints the lines and markings.
- Both recreation facilities in the Municipality of Whitestone, located in the Village of Dunchurch (the Dunchurch Community Centre and the DunDome Pavilion) provide for ground level entry.

## Customer Service

- Free public access to Wifi in four (4) locations throughout the Municipality with access available outside of the building location from a personal vehicle.
- Since 2014 the Municipal Election in Whitestone provides for three voting options: mail-in ballot, telephone voting and on-line voting. Prior to 2014 the only option was vote by mail.

- Staff training to ensure awareness of appropriate accessible customer service requirements and protocols.
- Specific to the Whitestone Library and Technology Centre, staff and volunteers complete AODA training during the on-boarding process. Recent training has also included Diversity, Equity, and Inclusion Training through the ParticipACTION grant.

## Other Initiatives

- **Whitestone Library and Technology Centre**
  - The library has three Victor Readers available for lending to people who have difficulties reading print. The Library is active within the Centre for Equitable Library Access, which loans specially created audiobooks for anyone who cannot read print (temporarily – for reasons such as cataract surgery, or those with dyslexia or blindness). There is a priority of investing in more large print materials over the next two years.
  - Raised vegetable garden beds were created to be wheelchair accessible, and the Library offers portable garden kneelers/benches on request.
  - The TD Summer Reading Club materials are created to be accessible. This includes the StoryWalk (at the Whitestone Waterfront Park), which provides a QR code for an audiobook version.
- **Recreation Initiatives**
  - An archery program developed in 2023 utilizes accessible equipment which we can modified with help from OFAH for different needs as required.
- **Magnetawan - Dunchurch Royal Canadian Legion Branch 394**
  - In 2023, the Council of the Municipality of Whitestone provided a letter of support to Legion Branch 394, for a Grant “Creating a more inclusive Ontario: Age-friendly community”.

## SECTION 2:

### Planned initiatives and Opportunities for Action

#### Information and Communications

##### Timeline – 2024 (and ongoing)

- Facebook automatically generates ‘alt text’ (a description of the image for screen reading software). Municipal Communications staff will start proofreading the ‘alt text’, making corrections when needed.
- Twitter: Municipal Communications staff will start to manually add ‘alt text’ to future posts.
- E-News letter: Municipal Communications staff will manually add ‘alt text’ to images with text in them, as well as to posters. Staff will start using header tags for software, following this guide for best practices:  
<https://mailchimp.com/help/accessibility-in-email-marketing/>.
- Enhance the capacity of all staff producing content for the public in an accessible manner.

#### Employment

##### Timeline –2024 (and ongoing)

- The New Employee Handbook is now finalized and training to all employees in respect of accessibility commitments is provided during the on-boarding process as a new or returning employee (as referenced in SECTION 1).
- Continue to provide staff training in respect of accessibility that is specific to their job duties.

#### The Built Environment, (Buildings and Public Spaces)

##### Timeline – 2023/2024

- The Municipality Whitestone has undertaken a review of all Municipally owned Buildings and Assets. A component of this review includes the provision of:
  - Accessibility commentary and recommendations for the *Accessibility for Ontarians with Disabilities Act* (AODA) accessibility standards, plans and recommendations over the next 20 years.

This report was written in the in the fourth quarter or the year 2023 and presented to the Council of the Municipality of Whitestone on January 16, 2024.

The results of the report and recommendation are reflected below:

## **Timeline – 2024 -2028**

### General comments

- Ensure all municipal building plans, new construction and significant renovations provide for barrier free and accessibility considerations including push button door openers in the Community Centre and Dundome Public Washroom
- Promote and seek funding opportunities that support not only Municipally funded initiatives but also building owners and businesses to undertake accessibility upgrades.
- Enhance accessibility in outdoor spaces and improve access to nature, including infrastructure for recreation and active transportation.
- Specific lake access points have been identified for enhancement, including Bennetts Bay Landing, Indian Narrows Landing, and Gooseneck Lake Landing. The improvements include enhancing the transition pathway from the landing to the first docks for increased accessibility. Moreover, the Municipality will install raised curbs at least 50 mm high on the sides of the dock to ensure wheelchair safety and improve access to nature. Each lake access point will feature accessible parking signage, compliant parking widths, and designated priority parking locations. These enhancements are designed to upgrade infrastructure for recreation, active transportation, and overall lake access points, meeting the required accessibility standards.
- The Municipality is evaluating the feasibility of implementing a proposal to enhance pedestrian access along Highway 124 from Moore Drive to Marina Drive. This initiative aims to support safe access for the Whitestone Public School to existing public sidewalk system along Hwy 124 in Dunchurch.

## Building Specific Comments

### **Whitestone Library and Technology Centre:**

#### 2024 Planned Improvements

- Remove entrance stairs and construct new stairs in accordance with the Ontario Building Code
- The leading edge of treads, landings, and ramps install a colour contrast or a distinctive visual pattern
- The ramp and stairs to have slip resistant surface installed

- Tactile attention indicators to be installed at the top of the stairs, and at the leading edge of the ramp

## **Nursing Station**

### 2024 Planned Improvements

- Adjust the rise of the outside steps to comply with OBC requirements
- The leading edge of treads, landings, and ramps install a colour contrast or a distinctive visual pattern
- The ramp and stairs to have slip resistant surface installed
- Tactile attention indicators to be installed at the top of the stairs, and at the leading edge of the ramp

## **Dunchurch Community Centre:**

### 2024 improvements

- Front entrance. Replace automatic door opener to AODA standards

#### Men's Washroom

- Install grab bars as per AODA requirements (toilet area)
- Toilet paper dispenser to be moved as per AODA standards
- Install coat hook as per AODA standards

#### Women's Washroom

- Install grab bars as per AODA requirements (toilet area)
- Toilet paper dispenser to be moved as per AODA standards
- Install coat hook as per AODA standards

### 2025 improvements:

#### Men's Washroom

- Install automated door opener on washroom door
- Install barrier free urinal as per AODA standards
- Move toilet to centreline of 460 mm to 480 mm to centre line of wall

#### Women's Washroom

- Replace women's washroom door and frame per AODA width standards
- Install automated door opener on washroom door



## Customer Service

### Timeline –2024 (and ongoing)

- Provide ongoing and refresher training to employees and volunteers on delivering accessible customer service.
- Encourage public feedback about the way goods, services and facilities are provided to person with different abilities.
- Plan for improvements to the audio, visual and remote access opportunities to Council meetings held in the Dunchurch Community Centre.

## Other Initiatives

### Timeline – 2024 (and ongoing)

- Whitestone Library and Technology Centre – purchase of additional decodable books for dyslexia.

## SECTION 3:

### Preventative maintenance and Emergency Disruptions

#### Preventative and emergency maintenance of the accessible elements in public spaces

- The Municipality of Whitestone through the Public Works Department is committed to preventive and emergency maintenance of the accessible elements in public spaces, in a timely manner.

#### Dealing with temporary disruptions when accessible elements are not in working order

1. **Timely Communication:** The Municipality will prioritize timely communication regarding any disruptions to accessible elements. This includes informing the public about the nature of the disruption, expected duration, alternative routes or accommodations, and any interim solutions.
2. **Temporary Accommodations:** Whenever feasible, we work to provide temporary accommodations to ensure continued accessibility. This may involve installing temporary ramps, signage indicating alternate accessible routes, or providing assistance to individuals who require it.

3. **Rapid Repairs:** The Municipality understands the importance of urgency of restoring accessibility features to full functionality as soon as possible.
4. **Accessibility Planning:** The Municipality will incorporate accessibility considerations into planning processes to anticipate potential disruptions and proactively implement measures to mitigate their impact. This includes regular maintenance schedules, inspection protocols, and contingency plans for unexpected disruptions.
5. **Community Engagement:** The Municipality actively engages with the community, including individuals with disabilities to gather feedback on accessibility issues and improve response strategies. This collaborative approach helps to better understand the needs of the community members.

Our goal is to ensure that accessibility remains a top priority, even during temporary disruptions. By implementing proactive measures, providing clear communication, and prioritizing rapid repairs, the Municipality aims to minimize any inconvenience and uphold our commitment to inclusivity and accessibility for all residents.

## SECTION 4

### Beyond AODA

Outside of legislative requirements, the Municipality will:

- Participate in opportunities to educate and raise awareness amongst the public about accessibility and inclusion.
- Explore partnerships with private sector providers of essential goods and services.
- Leverage grants, plans, programs, and services being implemented to maximize accessibility benefits.

*Create an accessible and inclusive Municipality that is responsive to community needs and improves well-being and quality of life for persons of all abilities to ensure the Municipality of Whitestone remains*

***‘A perfect place to Live, Work and Play’***



## Municipality of Whitestone Report to Council

**Prepared for:** Council

**Department:** Finance

**Agenda Date:** May 21, 2024

**Report No:** FIN-2024-08

### **Subject:**

Tax Arrears for 2023, 2022, 2021, and Previous Years

### **Recommendation:**

THAT the Council of the Corporation of the Municipality of Whitestone hereby receives a report, FIN-2024-08 Tax Arrears Update, for information.

### **Background:**

The Municipal Act allows municipalities the option of commencing tax sale proceedings for properties that are two (2) years in arrears.

The Municipality of Whitestone however has a Policy in place, adopted by Resolution 2021-017 on January 18, 2021 which provides for the commencement of the process of the sale of land for tax arrears, in the beginning of the third year of arrears.

Properties with arrears outstanding up to December 31, 2021, are eligible for tax registration procedures as of January 1, 2024.

### **Analysis:**

As of March 31, 2024, there are two hundred and seventy-five (275) properties in arrears, with an arrear balance of \$422,482.59.

As of December 31, 2021, there were sixty-one properties (61), totaling \$141,341.09 in arrears, which are eligible for tax sale registration. Arrear notices were sent to the property owners in November 2023, and the next arrear notice will be sent in June 2024.

### **Financial Considerations:**

Pursuing tax registrations on properties with an arrears balance as of December 31, 2021 in a timely manner will work to reduce the amount of outstanding taxes owing to the Municipality of Whitestone. Once tax sale registration is completed, rate payers have one year to pay the balance in full.

**Next Steps:**

After the issuance of tax arrears notices in June 2024 staff will work with the Municipal legal firm on past notices and register in a timely manner.

**Link to Strategic Plan:**

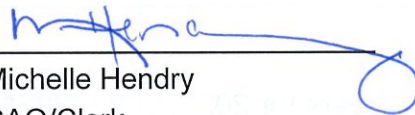
- 2. Fiscal Responsibility and Accountability

**Respectfully submitted by:**



\_\_\_\_\_  
Maneesh Kulal  
Treasurer / Tax Collector

**Reviewed by:**



\_\_\_\_\_  
Michelle Hendry  
CAO/Clerk

**Attachment**

ATTACHMENT A - Property Arrears Summary

ATTACHMENT B –Property Tax Collection Policy A06 – F20 - 01

Property Arrears Summary as of March 31, 2024						
		Year	Year	Year	Year	
Property Arrears by Dollar Value	Total Properties	2023	2022	2021	Prior Year	Arrear amount
\$ .01 To \$ 1,000	181	\$ 34,129.51	\$ 2,435.78	\$ 1,537.15	\$ 2,411.96	\$ 40,514.40
\$1,000.01 to \$ 5,000	71	\$ 106,752.22	\$ 32,344.45	\$ 9,829.58	\$ 11,647.39	\$ 160,573.64
\$5000.01 To \$ 10,000	17	\$ 36,778.20	\$ 34,384.31	\$ 21,259.69	\$ 28,866.65	\$ 121,288.85
\$10,000 to \$31,000	6	\$ 16,493.94	\$ 17,823.09	\$ 15,324.60	\$ 50,464.07	\$ 100,105.70
Total	275	\$ 194,153.87	\$ 86,987.63	\$ 47,951.02	\$ 93,390.07	\$ 422,482.59
Percentage		46%	21%	11%	22%	100%



THE CORPORATION OF THE MUNICIPALITY  
OF WHITESTONE

CORPORATE POLICY MANUAL

<b>POLICY MANUAL SECTION:</b> Finance and Accounting	<b>POLICY NUMBER:</b> A06 – F20 - 01
<b>POLICY NAME:</b> Property Tax Collection Policy	
<b>DATE APPROVED:</b> June 3, 2019	<b>AUTHORITY:</b> By-law No.: 38-2019
<b>REVISION DATES:</b> January 18, 2021 (Resolution 2021-017)	<b>DEPARTMENT RESPONSIBLE:</b> Finance

**PURPOSE:**

The purpose of this policy is to establish the responsibilities, internal controls, authorizations and procedures for the accurate and timely preparation and collection of property taxes.

**SCOPE:**

This policy addresses invoicing, collection and reconciliation of all monies owed to this Municipality in respect of taxation.

## PROPERTY TAX COLLECTION POLICY

### 1. GENERAL

Section 286 of the Municipal Act, 2001, states that;

*“A municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality, including:*

- a) Collecting money payable to the municipality and issuing receipts for those payments;*
- b) Depositing all money received on behalf of the municipality in a financial institution designated by the municipality;*
- c) Paying all debts of the municipality and other expenditures authorized by the municipality;*
- d) Maintaining accurate records and accounts of the financial affairs of the municipality;*
- e) Providing the council with such information with respect to the financial affairs of the municipality as it requires or requests;*
- f) Ensuring investments of the municipality are made in compliance with the regulations made under Section 418, if applicable; and*
- g) Complying with any requirements applicable to the treasurer under section 418.1.”*

This policy provides direction to staff regarding the timely and efficient billing and collection of property tax levies.

### 2. PROCESS

The Municipality of Whitestone will follow a prescribed policy for the billing and collection of property tax levies. This policy will conform to current legislation and the *Municipal Act*, 2001. Where this policy contradicts legislation of the Province of Ontario or the Government of Canada, the legislation shall be followed.

This policy will provide an open, transparent and consistent framework for the billing and collection process. Municipal staff and Council shall reference this document when communicating with public regarding property taxes.

As tax billing and collection is the primary source of revenue for the Municipality of Whitestone, this policy will help to:

- a) Streamline activities and eliminate questions as to the appropriate steps required for collection;
- b) Set out consistent guidelines to be followed with regard to collection of property tax payments to the Municipality;
- c) Establish a written policy outlining the procedures to be followed by staff.

Ensure all activities conform to the current legislation. Real property tax is levied on the assessment for real property within the Municipality of Whitestone in accordance with Section 307(1) of the Municipal Act, 2001.

### 3. ISSUANCE OF PROPERTY TAX BILLS

The following guidelines apply to the issuance of property tax bills:

- a) Taxes are deemed to be levied and become due on January 1 of the taxation year to which they apply, except where otherwise required by law.
- b) Interim Tax Bills will be issued in February as specified in the annual by-law passed to establish the interim levy.
- c) The amount billed will be no more than fifty percent (50%) of the previous year's total taxes and may include up to fifty percent (50%) of any Local Improvement charge or other special charge as required under provincial legislation.
- d) Amounts deemed to be taxes, or items with priority lien status will be included on the interim bill at one hundred percent (100%). These items may include, but are not limited to, outstanding invoices for other services, .i.e., planning fees, landfill fees, etc.
- e) Final Tax Bills will be issued in July as specified in the annual by-law passed to establish the final tax rates.
- f) Taxes due may be paid in four installments without interest or penalties as follows:
  - 50% of interim bill on the last day of March.
  - 50% of interim bill on the last day of May.
  - 50% of final bill on the last day of August.
  - 50% of final bill on the last day of October.
- g) Pre Authorized Payments plans are offered for the above four (4) payment options or monthly, whereas the final day of every month is the due date.
- h) Where an installment date identified above falls on a statutory holiday, the installment date shall be the following business day.
- i) The amount billed will be calculated based on the assessment value on the returned assessment roll and the final levy as approved by Council through the annual budget and the associated by-law passed in accordance with Section 312(2) of the Municipal Act, 2001.
- j) Tax bills will contain all required information as set out in Section 343(2) of the Municipal Act, 2001 and any other information deemed necessary by the Treasurer.

### 4. MAILING

Where allowed by legislation, and where available, provision of tax bills, arrears notices, and other related correspondence may be provided electronically.

The Municipal Act, 2001 Section 343(1) requires tax billings to be post marked and mailed no less than twenty-one (21) calendar days prior to the due date.

### 5. SUPPLEMENTARY TAX BILLINGS

**Omissions** – Section 33 of the Assessment Act allows for the taxation of real property that has been omitted from the roll. This provision allows for taxation in the current year, plus an additional two preceding years. These will be taxed at the appropriate rate for the effective years.



**Additions** – Section 34 of the *Assessment Act* allows for the taxation of assessment that has increased in value or has been added to the return of the last revised roll. These taxes apply only to the current taxation year.

Supplementary tax bills will be generated as soon as possible after each Supplementary Roll is received from MPAC, however will not be before August. The bills will be processed and mailed in the same manner as the interim and final tax bills. The due date shall be set no earlier than twenty-one (21) calendar days after the date.

## **6. APPLICATION OF PAYMENTS**

Section 347(1) of the *Municipal Act*, 2001 outlines how payments are applied to outstanding balances:

- a) The payment shall first be applied against late payment charges owing in respect of those taxes according to the length of time the charges have been owing with the charges imposed earlier being discharged before charges imposed later (i.e., longest outstanding interest or late payment charges first).
- b) After all outstanding late payment charges, the payment shall be applied against taxes owing according to the length of time they have been owing, with taxes imposed earlier being discharged before taxes imposed later.
- c) Part payment will not be accepted on a tax account where a tax arrears certificate has been registered against the property unless an extension agreement has been granted by Council.

Section 341 of the *Municipal Act*, 2001 provides that a municipality may apply refunds from appeals to the current tax liability. The Municipality will apply any refund resulting from an appeal, request for reconsideration, or other legislative reduction first to the taxpayers account. A taxpayer may request a refund of a credit balance in writing after the final tax bills have been issued.

## **7. ACCEPTED PAYMENT METHODS**

Payments are payable to the Corporation of the Municipality of Whitestone, 21 Church Street, Dunchurch, ON, P0A 1G0.

The following payment methods are accepted for property taxes:

- a) Cash payments may be received in person (Monday to Friday between 8:30 am and 4:30 pm) at the reception desk of the Municipal Office;
- b) Telephone or internet banking;
- c) Debit or credit cards through Plastiq on the Municipal Website ([www.whitestone.ca](http://www.whitestone.ca));
- d) Cheques may be delivered in person (Monday to Friday between 8:30 am and 4:30 pm), dropped in the after-hours mailbox at the front of the Municipal Building, or mailed. The date of the payment must be no later than the installment date in order to avoid interest and penalties. Postdated cheques will be accepted and held until the negotiable date;
- e) Payments may be made at most Canadian Financial Institutions; and
- f) Payments made by mortgage company or financial institution on behalf of a taxpayer.

- g) Electronic payments in the form of Pre Authorized payment plans are offered under the installment plan, four payments due in the taxation year or the monthly plan, twelve payments due in the taxation year.

Payment tendered in US funds will be accepted based on the exchange rate established by the Municipality's bank on the day of the deposit.

Third party cheques will not be accepted.

## **8. OUTSTANDING TAXES GENERAL PROCEDURES**

Review of all past due accounts will be done on a quarterly basis. An updated Arrears Report will be generated at least three (3) times per year.

Arrears notices, with a balance over \$5.00 are mailed in the month of June and in the month of November.

Form or personalized letters are sent out in the month of December to all property owners with outstanding balances over one-year-old. The letter will request payment or response by a specific date.

Staff will encourage property owners in tax arrears to establish a monthly payment plan to repay outstanding balances in a timely manner.

Payment plans shall be designed to ensure that arrears in second year are repaid within six months.

## **9. COLLECTION METHODS**

There are two basic remedies used by the Municipality to enforce payment of property taxes owing:

- a) Penalty / Interest – Interest shall be assessed at the rate of 1.25% per month, or the highest rate allowed under the Municipal Act, 2001 and will be added to all outstanding accounts on the first day of the month following the due date. Penalty and interest will not be compounded. In accordance with By-law 05-2019
- b) Tax Registration / Tax Sale – Tax registration and sale falls under Part XI of the *Municipal Act*, 2001 and applies to properties that are in arrears for the preceding two years. The property owner or interested party has one year from the date of registration in which to redeem the property for all taxes, interest and penalty outstanding plus associated legal and administrative costs. The Municipality shall use a legal firm or tax registration firm to process all required statutory notices. The use of tax registration and tax sale is a last resort and will be avoided where possible through the establishment of a repayment plan.

Any notice sent by registered mail is considered delivered to and received by the addressee unless the notice is returned by the Post Office or an error in the mailing address is proven.

It is the taxpayer's responsibility to notify the Municipality of Whitestone of any mailing address changes. Section 343(6) of the *Municipal Act, 2001* identifies that tax bills shall be sent to the taxpayer's residence or place of business or to the premises for which the taxes payable for, unless the taxpayer directs otherwise. The direction by the taxpayer continues until it is revoked in writing by the taxpayer.

For tax accounts approaching two years in arrears in January of the following year, a collection letter will be sent in December to the property owner(s) advising of the tax arrears situation and requesting, as a minimum, full payment or satisfactory payment arrangements of the amounts subject to tax registration.

If there is no response to the collection letter, a final notice will be mailed on the first week of January indicating that no partial payments will be received and that the property legislatively qualifies for the Tax Registration process and the Municipality has initiated these proceedings.

Where a taxpayer has a balance in second year arrears and breaches a payment plan, the Treasurer shall immediately inform the taxpayer that no further partial payment will be received and forward the file for tax registration.

The Treasurer has the authority to exercise discretion in the application of these policies where unusual circumstances are apparent. The guiding principles for this discretion shall be ensuring legislative requirements are met, ensuring fairness to all taxpayers and the overall best interest of the Corporation are met.

Late payment charges are adjusted only in the following circumstances;

- a) Taxes are adjusted under Sections 354, 357, 358 of the *Municipal Act, 2001*;
- b) Taxes are adjusted following as Assessment Review Board decision;
- c) Taxes are adjusted in accordance with a decision of the Courts;
- d) The interest or penalty was charged as a result of error or omission; or
- e) Circumstances deemed appropriate by the Treasurer.

This policy shall be reviewed at least every four years, or as legislation changes.

Q



# Municipality of Whitestone

## Report to Council

**Prepared for:** Council

**Department:** Public Works

**Agenda Date:** May 21, 2024

**Report No:** PW-2024-06

### **Subject:**

Blue Box Depot Services Agreement with Circular Materials Ontario and Lease Agreement with Waste Connections of Canada Inc.

### **Recommendation:**

**THAT** the Council of the Municipality of Whitestone receives Report PW-2024-06 (Blue Box Depot Services Agreement with Circular Materials Ontario and Lease Agreement with Waste Connections of Canada Inc.) for information; and

**THAT** the Municipality of Whitestone enters into a Depot Operations Agreement with Circular Materials Ontario to provide blue box services at Municipality of Whitestone Landfill depots, including promotion and education, for the period of July 01, 2024 to December 31, 2025, based on the terms described in this report; and

**THAT** the Municipality of Whitestone enters into a Lease Agreement with Waste Connections of Canada Inc. (WCC) to lease to WCC, on a month-to-month basis, four (4) recycling compactors and six (6) related recycling containers which are currently situated at the Municipality's York St. & Aulds Rd Depots, based on the terms described in this report; and

**THAT** the Mayor and CAO/Clerk be authorized to execute the Depot Operations Agreement with Circular Materials Ontario and the Lease Agreement with Waste Connections of Canada Inc.

### **Purpose:**

The purpose of this report is to provide a brief background on the transition of the Blue Box Program to full producer responsibility and to recommend that the Municipality of Whitestone enter into a Depot Operations Agreement with Circular Materials (CMO) for the management of blue box materials at both York Street Landfill and Auld's Landfill and the Municipality of Whitestone enter into a Lease agreement Waste Connections of Canada Inc..

### **Background:**

The Ontario Government passed legislation in November 2016, referred to as the Waste-Free Ontario Act, 2016 (WFOA), which includes the Resource Recovery and Circular Economy Act (RRCEA) and Waste Diversion Transition Act (WDTA). This legislation promotes a circular

economy in which products and packaging are designed to minimize waste and then be recovered, reused, recycled, and reintegrated back into production.

A key driver of the circular economy is the transition to Individual Producer Responsibility (IPR). IPR means that producers are responsible and accountable for collecting and managing their products and packaging after consumers have finished using them. The RRCEA outlines a framework for IPR in the province and the Ontario Government is responsible for designating materials for transition to IPR.

The new Blue Box Regulation filed in April 2022 under the RRCEA moves the responsibility for funding and operating the blue box program from municipalities to the producers of packaging, paper, and similar products. Following the full IPR model, the Blue Box Regulation does not assign a role to municipalities in the future. Municipalities have advocated for this change for years and will see producers of packaging and paper products become fully responsible for the Blue Box Program. This applies to residential and other eligible sources including schools, long term care and retirement homes, but continues to exclude ineligible sources such as businesses, places of worship, municipal buildings, daycares, commercial farms, charities, and campgrounds.

The transition to the IPR Blue Box program is staggered from 2023 to 2025 to ensure a smooth transition for municipalities and producers, so there is no interruption to service for residents. The Municipality of Whitestone (Whitestone) has been designated a transition date of July 01, 2024 and will continue to have legislated and financial responsibility for providing recycling services until this date.

A Producer-controlled non-profit organization called Circular Materials Ontario (CMO) has assumed responsibility for operating the collection and receiving of Blue Box materials across Ontario on behalf of all Producers. Given the extensive scope of work and limited timeline to implement a province-wide collection system, CMO presented a standard offer, last revised September 28, 2022, to all municipalities in Ontario requesting that they (municipalities) provide interim curbside collection and depot collection services during the transition period.

For Whitestone, this is the eighteen-month period between July 01, 2024 and the scheduled transition date of December 31, 2025, when the Blue Box Regulation fully comes into force province-wide. The contract with CMO will include compensation from approved sources but excludes campsites, commercial, industrial, schools, churches, etc.

**Analysis:**

As Whitestone offers depot-only blue box services, CMO has provided an opportunity to decide whether to:

- 1) opt-in and operate the depot site as part of the blue box program as a contractor to CMO or
- 2) opt-out and hand-over full operational and financial responsibility for the blue box program to CMO.

Staff held discussions with CMO to determine whether it is in Whitestone's best interest to pursue an agreement under option 1) or hand over the program under option 2).

Council previously expressed that it prioritizes the continuity of services for Whitestone's ratepayers, ensuring that they don't have to travel to multiple locations—one to drop off waste and another to drop off blue box items.

After careful analysis of the two options, staff recommend entering into an agreement with CMO for Depot Operations Agreement blue box services until December 31, 2025, under option 1). This recommendation is supported by the following discussions and analyses:

### **Eligible Community Depot Operations Agreement**

CMO has developed the "Eligible Community Depot Operations Agreement" (Agreement) which combines the Master Services Agreement and Promotion and Education Statement of Work into one document. The Agreement outlines the obligations and terms that the community must meet as a contractor for CMO. This Agreement covers the date of transition to December 31, 2025, with potential extensions.

The CMO Eligible Community Depot Operations Agreement means that Whitestone will:

- receive payment from CMO to continue operating the depots and providing blue box drop-off services to residents (see discussion below on financial compensation)
- continuing to allow residents to drop-off acceptable blue box materials at the existing blue box depot sites
- allow commercial and institutional establishments (non-eligible sources) to drop-off recyclables at the existing blue box depot sites until December 31, 2025.
- no longer be responsible for the cost of hauling of blue box materials from the depots to an allocated facility, called a Receiving Facility. The costs associated with this activity will become the responsibility of CMO. [Note: CMO's hauler will be the same contractor - Waste Connections, Bracebridge, Ontario].
- use best efforts to meet CMO's contamination limits

### **Non-Eligible Sources**

The regulation states what entities must be serviced by producers during the transition period and post transition. These entities are referred to as eligible sources (e.g., residential homes, multi-residential buildings, elementary/secondary schools and some long-term care/retirement homes). Under the new Blue Box Regulation, CMO has no legal obligation to collect blue box material from non-eligible sources during or after transition. Non-eligible sources include industrial, commercial and institutional properties, community buildings or facilities (e.g., libraries, arenas), daycares, places of worship, short-term campgrounds/trailer parks and commercial farms (excluding residential homes).

During the transition period, Whitestone may continue to co-mingle residential and non-eligible blue box materials but will be charged back a fee \$200/tonne (estimated annual charge back \$1,251.12) to manage the portion of blue box materials from non-eligible sources. In this case, CMO has agreed to a 2% non-eligible source usage rate to be applied to the compensation deduction. This rate reflects the estimated amount of non-eligible sources using the depot

services. Staff consider this cost reasonable for continuing to provide blue box service to non-eligible sources during transition.

Starting January 1, 2026, CMO will no longer permit the collection of blue box materials from non-eligible sources. Therefore, Whitestone will need to decide how to manage the blue box materials generated by non-eligible sources. Staff will continue to analyze options and return to Council at a later date with a recommendation.

### **Financial Implications of Executing an Agreement with CMO and Rental of Compactors to Waste Connections Inc.**

In the agreement proposed by CMO, Whitestone will be compensated for the blue box program costs as detailed below:

1. Receive monthly payment from CMO of \$5,213 per month to operate the blue box portion of depot sites under the Depot Operations Agreement. Note: this payment replaces Stewardship Ontario funding.
2. Whitestone will realize blue box haulage and processing savings of approximately \$5,957 per month (based on 2023 costs). CMO will become responsible for these costs.
3. CMO's costs for the management of blue box materials from non-eligible sources during transition, estimated to be \$200 per month, will be deducted from CMO's monthly payment to Whitestone.

In the agreement proposed by Waste Connections Inc., costs as detailed below:

1. Whitestone will be compensated on a month-to-month lease basis for, four (4) recycling compactors and six (6) related recycling containers which are currently situated at the Municipality's York Street and Aulds Road Landfills, with Waste Connections to provide regular maintenance for the units during the rental period, at a rate of \$1,600 per month.

The estimated financial impact of the agreements is presented in the table below.

Table: The estimated financial impact of the agreements has been adjusted to exclude staffing and operations costs, allowing for a focus on pertinent information.

<b>Stewardship Ontario Program Costs Annualized for 2023</b>		
A1	2023 Stewardship Ontario Revenue for Received Blue Box Program	+\$82,989.00
B1	Waste Connections Cost for Haulage and Processing	-\$71,484.00
C1	<b>Net</b>	<b>\$11,515.00</b>

<b>Projected CMO Agreement Costs Annualized</b>		
A2	Annual Payment from CMO for cost to service eligible sources and P&E	+\$62,556.00
B2	Waste Connection Roll Off Bin/Compactor Rentals	+\$19,200.00
C2	Estimated cost to service non-eligible sources during transition	-\$1,251.12
D2	Contingency Fund to Address Unforeseen Expenses, such as Contamination Costs	-\$2,000.00
E2	<b>Net</b>	<b>\$78,504.88</b>

Annualized difference: Stewardship Ontario program vs. CMO Operations Agreement with Waste Connection Roll Off Bin/Compactor Rentals = **\$66,989.88**

The negotiated agreement with CMO would provide funding for an estimated 98% of blue box program costs for eligible sources. The proposed financial compensation from CMO provides an acceptable level funding for operating the blue box program until December 31, 2025. The additional cost to continue to provide blue box service to non-eligible sources until December 31, 2025, is also considered acceptable. The staff finds the costs for maintaining the continuity of service for the ratepayers of Whitestone to be acceptable.

### **Conclusion**

Staff recommend that Whitestone enter into a Depot Operations Agreement with CMO to operate the blue box program as a contractor to CMO on the basis that the financial compensation is considered acceptable and Whitestone can continue to provide service to eligible and non-eligible sources during transition at the current depot locations with minimal service level changes.

Staff recommend that Whitestone enter into a Lease Agreement with Waste Connections of Canada Inc. for the provision of recycling compactors and related containers currently located at the York Street and Aulds Road Landfill Sites. This is on the basis that the financial terms are satisfactory level of funding, and that Whitestone will maintain service to both eligible and non-eligible sources with minimal changes in service levels during the transition at the existing depot locations.

### **Financial Considerations**

Currently our Stewardship Ontario Program reimburses the Municipality for up to 50% of eligible costs from eligible sources for our blue box program. The Municipality will now work with CMO with 98% of eligible costs from eligible sources being covered.

### **Link to Strategic Plan:**

2. Fiscal Responsibility and Accountability

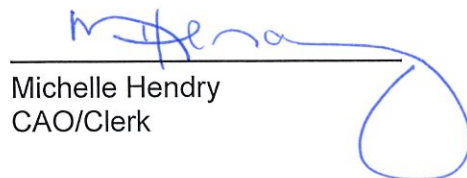
To be financially responsible and accountable in delivering municipal services efficiently and cost effectively within the community's economic framework

**Respectfully submitted by:**



David Creasor  
Manager of Public Works

**Reviewed by:**



Michelle Hendry  
CAO/Clerk

**ATTACHMENT A** – Eligible Community Depot Operations Agreement (CMO)

**ATTACHMENT B** – Depot Assets Lease Agreement (Waste Connections of Canada Inc.)





**ELIGIBLE COMMUNITY  
DEPOT OPERATIONS AGREEMENT**

**Number 2024 -00-123**

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This Agreement (this "Agreement") is entered into as of \_\_\_\_\_ ("Effective Date")

Between

The Corporation of the Municipality of Whitestone, a **[corporation incorporated under the laws of Ontario]**, having a place of business at 21 Church Street, Dunchurch, Whitestone, Ontario  
("Contractor")

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6, operating as Circular Materials Ontario ("CMO")

### **RECITALS**

WHEREAS, CMO is the administrator of the common collection system for Blue Box Material; and

WHEREAS, CMO issued an offer to the Contractor in connection with the collection of Blue Box Material at Depots; and

WHEREAS, Contractor and CMO (each a "Party", and collectively the "Parties") jointly desire to enter into this Agreement respecting the collection of Blue Box Material at Depots for the applicable Eligible Community; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement, as follows:

1. Beginning on the applicable Eligible Community Service Commencement Date listed in Exhibit 5, the Contractor shall perform the Work required by this Agreement for all Depots listed in Exhibit 2 and Exhibit 3.
2. Unless terminated in accordance with this Agreement, the time period during which the Work required by this Agreement is to be performed is from the earliest Eligible Community Service Commencement Date listed in Exhibit 5 (or the Eligible Community Service Commencement Date if there is only one listed in Exhibit 5) until December 31, 2025. CMO and the Contractor may, by Change Order, extend this Agreement for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "Agreement Term".



4. The full compensation for the Work under this Agreement shall be as set forth in Exhibit 6, which excludes Value Added Taxes. Value Added Taxes are payable by CMO to the Contractor on the price of this Agreement.
5. In the event of the termination of this Agreement, CMO shall only pay for the Work authorized by this Agreement which is performed prior to the termination date. For the purposes of clarity, CMO shall not be liable to make any other payments in connection with this Agreement as a result of such termination.
6. Attached and forming an integral part of this Agreement are the following exhibits:
  - (i) Exhibit 1 – Scope of Work and Other Provisions;
  - (ii) Exhibit 2 – Staffed Depots in Eligible Communities;
  - (iii) Exhibit 3 – Unstaffed Depots in Eligible Communities;
  - (iv) Exhibit 4 – Blue Box Material Accepted in Collection System;
  - (v) Exhibit 5 – Service Commencement Dates; and
  - (vi) Exhibit 6 – Compensation.

**[Remainder of Page Intentionally Left Blank]**



**IN WITNESS WHEREOF**, the terms and conditions of this Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

**The Corporation of the Municipality of  
Whitestone**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the  
Contractor.

**Circular Materials Ontario**

By: \_\_\_\_\_  
Name: Allen Langdon  
Title: CEO

I have authority to bind CMO.

## **EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS**

### **ARTICLE 1 DEFINITIONS**

#### **1.1 Definitions**

“AGREEMENT TERM” has the meaning set out in Section 2 of this Agreement.

“APPLICABLE LAW” means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this Agreement or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Applicable Law shall include privacy laws, the (Ontario) *Freedom of Information and Protection of Privacy Act*, the (Ontario) *Municipal Freedom of Information and Protection of Privacy Act*, the (Canada) *Competition Act*, the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act*, the (Ontario) *Occupational Health and Safety Act*, the (Ontario) *Resource Recovery and Circular Economy Act, 2016* and the Regulation.

“BLUE BOX MATERIAL” has the meaning set out in the Regulation, except to the extent expressly set out otherwise in this Agreement.

“BUSINESS DAY” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Ontario.

“CHANGE NOTICE” has the meaning set in Section 8.8(a) of Exhibit 1.

“CHANGE ORDER” has the meaning set in Section 8.8(f) of Exhibit 1.

“COLLECTION” means the receipt of Blue Box Material from an Eligible Source at a Depot.

“COLLECTION SERVICES” means the Work required by this Agreement.

“CONTRACT PRICE” means the total price payable under this Agreement, as set forth in Exhibit 6.

“CONTRACTOR DEFAULT” means a failure of the Contractor to comply with the requirements of this Agreement.

“COST ESTIMATE” has the meaning set out in Section 8.8(b) of Exhibit 1.

“DEPOT” means a Staffed Depot or an Unstaffed Depot or a New Depot.

“EFFECTIVE DATE” has the meaning set out in the recitals to this Agreement.



“ELIGIBLE COMMUNITY” has the meaning set out in the Regulation.

“ELIGIBLE COMMUNITY SERVICE COMMENCEMENT DATE” means the applicable date on which the Work commences in an Eligible Community.

“ELIGIBLE SOURCES” means, collectively, (i) eligible sources as defined in the Regulation and (ii) sources agreed by the Parties to be eligible sources for the purposes of this Agreement.

“EQUIPMENT” means all machinery, apparatus and other items used in completing the Work.

“HAZARDOUS WASTE” means: (i) a hazardous and special product or HSP as defined by Ontario Regulation 449/21 under the (Ontario) Resource Recovery and Circular Economy Act, 2016; or (ii) a hazardous waste as defined in Revised Regulations of Ontario 1990, Regulation 347 under the (Ontario) Environmental Protection Act.

“HOUSEHOLD” means (i) a Residence, (ii) a dwelling unit contained within the type of facility described by section (a) of the definition of “facility” in the Regulation and (iii) households agreed by the Parties to be households for the purposes of this Agreement.

“LEGISLATIVE CHANGE” means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CMO in its sole and absolute discretion.

“LOSSES AND CLAIMS” means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

“MANAGER” means the manager of this Agreement identified by CMO, from time to time, in writing.

“NEW DEPOT” means a new depot as agreed to by the Parties for the purposes of this Agreement.

“NON-BLUE BOX MATERIAL” means material that is not Blue Box Material.

“NON-ELIGIBLE SOURCE” means a source within an Eligible Community listed in Exhibit 5 that is not an Eligible Source.

“NON-ELIGIBLE SOURCE BLUE BOX MATERIAL UNIT PRICE” has the meaning set out in Exhibit 6.

“NON-ELIGIBLE SOURCE DEDUCTION” has the meaning set out in Section 3.3(a) of Exhibit 1.

“PERSON” means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator



or other legal personal representative, and any federal, provincial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

“PRIME” means the Bank of Canada’s target for the overnight (interest) rate, as posted from time to time.

“PROMOTION AND EDUCATION MATERIAL” means promotion and education materials developed by CMO or the Contractor in respect of the Blue Box Material.

“PROMOTION AND EDUCATION SERVICES” means promotion and education services described in Section 4.1 of Exhibit 1.

“REGULATION” means Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*.

“RESIDENCE” has the meaning set out in the Regulation.

“RESIDENTIAL DEPOT OPERATION COSTS” has the meaning set out in Exhibit 6.

“SINGLE STREAM” means Stream 1 and Stream 2 materials combined.

“STAFFED DEPOT” means a location listed in Exhibit 2.

“STREAM 1” has the meaning set out in Section 3.2(e)(i) of Exhibit 1.

“STREAM 2” has the meaning set out in Section 3.2(e)(ii) of Exhibit 1.

“SUBCONTRACTOR” means a subcontractor employed by the Contractor pursuant to Section 3.6 of Exhibit 1.

“TRANSITION DATE” means the transition date for an Eligible Community set forth in the document of the (Ontario) Ministry of Environment, Conservation and Parks entitled “Blue Box Transition Schedule” and dated June 1, 2021.

“UNSTAFFED DEPOT” means a facility listed in Exhibit 3.

“UNUSUALLY SEVERE ADVERSE WEATHER CONDITIONS” means unusually severe adverse weather conditions at the place of the Work which:

- (i) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years taking into consideration severity, duration and time of year conditions; and
- (ii) preclude the safe performance of the Work.

“VALUE ADDED TAXES” means such sum as shall be levied upon any portion or all of the Contract Price (“Taxable Portion”) by the federal or any provincial government and is

computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation.

“WORK” means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this Agreement, including any Change Orders agreed to by the Parties.

## 1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense whenever the sense requires.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, approved, or sanctioned by or satisfactory to CMO or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this Agreement denotes permissive.
- (e) The words shall and will in this Agreement denote imperative.
- (f) Any capitalized term used in this Agreement that is not defined in Section 1.1 of Exhibit 1 or elsewhere in this Agreement will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this Agreement are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.

- (k) Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) This Agreement shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties.

### **1.3 Managed Contract**

- (a) The Parties acknowledge and agree that this Agreement may be managed for CMO by a Manager. As of the Effective Date, CMO identifies RLG Systems Canada Inc. or one or more of its affiliates ("RLG") as the Manager. Notwithstanding any other provision in this Agreement, CMO may identify, in writing, its rights under this Agreement, in whole or part, that may also be exercised, or enjoyed, by the Manager.
- (b) The Manager:
  - (i) shall receive copies of documents provided to CMO or that may be requested by CMO and may request copies of documents;
  - (ii) shall be notified, along with CMO, pursuant to Sections 1.5 and 1.6 of Exhibit 6 and Section 8.9(b) of Exhibit 1; and
  - (iii) may provide notice to the Contractor pursuant to Section 7.3(d) of Exhibit 1.

## ARTICLE 2 SCOPE OF COLLECTION SERVICES

### 2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services, including receiving Blue Box Material from Eligible Sources at each Depot and storage of Blue Box Material at each Depot in a manner that meets or exceeds the standards, level, scope and quality of collection services the Depot (or, for a New Depot, a similar Depot) received immediately prior to the Transition Date and complies with the terms of this Agreement.
- (b) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of the Regulation, including Sections 24 and 25.
- (c) The Contractor shall retain responsibility for, and control of, Blue Box Material at a Depot from receipt from Eligible Sources through to pick up by CMO or a contractor identified by CMO from time to time.
- (d) Ownership of the Blue Box Material received at a Depot shall not transfer to the Contractor.
- (e) All Applicable Law shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Law.
- (f) If, during the Agreement Term, there is a change in Applicable Law which is in effect as of the Effective Date that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement using a Change Order pursuant to Section 8.8 of Exhibit 1. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this Agreement.

## **ARTICLE 3 COLLECTION SERVICE PROVISION**

### **3.1 Addition or Removal of Depots**

CMO and the Contractor may add New Depots or remove existing Depots, and make related revisions to the relevant exhibits, by Change Order.

### **3.2 Blue Box Material to be Collected**

- (a) The Contractor will receive Blue Box Material, listed in Exhibit 4, delivered by Eligible Sources to a Depot.
- (b) The Contractor will use best efforts to reduce the quantity of Non-Blue Box Material in collected Blue Box Material to no more than four percent (4%) by weight.
- (c) If the average amount of Non-Blue Box Material in collected Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots in any rolling six (6) month period exceeds four percent (4%), the Contractor will, within ninety (90) calendar days, prepare and implement a plan, working collaboratively with CMO, that includes strategies and supporting measures to mitigate the amounts of Non-Blue Box Material. If improvement does not occur within ninety (90) calendar days after the start of the plan execution, the Contractor will work with CMO to identify and implement additional changes and to adopt best practices recommended by CMO.
- (d) The Contractor will use best efforts to not collect Blue Box Material containing Hazardous Waste.
- (e) If Blue Box Material is to be collected from Eligible Sources in the Eligible Communities listed in Exhibit 5 in a minimum of two streams as set out in Exhibit 4, the separation of the two streams is as follows:
  - (i) Stream 1 – Paper Products and the following types of Paper Packaging:
    - paper laminates
    - kraft paper carry-out bags
    - kraft paper - non-laminated
    - corrugated cardboard
    - boxboard and other paper packaging
  - (ii) Stream 2 – Plastic Packaging, Metal Packaging, Glass Packaging and the following types of Paper Packaging:
    - gable top containers
    - aseptic containers

### 3.3 Non-Eligible Source Deduction

- (a) Subject to Section 3.3(b) of Exhibit 1, the non-eligible source deduction for each calendar month ("Non-Eligible Source Deduction") shall be two percent (2%) and such amount shall be used in the calculation of the Contract Price, pursuant to Exhibit 6.
- (b) If:
  - (i) the Contractor has submitted information and documents substantiating, to CMO's reasonable satisfaction, that the proportion of Blue Box Material from Non-Eligible Sources is less than two percent (2%), then, at CMO's discretion, CMO may reduce the Non-Eligible Source Deduction upon thirty (30) days written notice; or
  - (ii) the amount of Blue Box Material collected differs from the amount expected by CMO, based on the typical capture rates of Blue Box Material and the estimated Blue Box Material available for collection, then, at CMO's discretion, CMO may increase the amount of the Non-Eligible Source Deduction, upon thirty (30) days written notice, to reflect the capture rate for Blue Box Material that is within the typical range of capture rates,

and, in either case, such adjusted amount shall be used in the calculation of the Contract Price for subsequent calendar months, pursuant to Exhibit 6.

### 3.4 Labour Disruption

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this Agreement (the "Lawful LD Period"), the Contractor shall, during the Lawful LD Period, conditional on the municipal council's approval of the Contractor's overall labour disruption contingency plan if council approval is required, make best efforts to encourage Eligible Sources who cannot access the depot(s) because of the Lawful LD, to separate and retain their Blue Box Material during the Lawful LD Period.
- (b) If the Contractor's employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this Agreement (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CMO may deem a Contractor Default to have occurred.
- (c) Notwithstanding any provision in this Agreement to the contrary, during the LD Period, the Contractor will not invoice CMO for the cost of collecting the Blue Box Material from Eligible Sources that do not receive collection services pursuant to this Agreement.

### 3.5 Access to the Work

- (a) Without limiting the generality of any other provision in this Agreement, at all times requested by CMO or the Manager during operating hours upon at least 48-hours notice, the Contractor shall, at no expense to CMO or the Manager, provide CMO, the Manager and their respective professional advisors, auditors and consultants, and any Person authorized by CMO or the Manager with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CMO's or the Manager's respective personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CMO or the Manager in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CMO or the Manager may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.
- (b) If any Work is found by CMO or the Manager, acting reasonably, not to be in accordance with the requirements of this Agreement, the Contractor shall, at no expense to CMO or the Manager, make good such defective Work.
- (c) CMO, and other parties identified by CMO, shall be entitled to use information obtained pursuant to this Section 3.5 of Exhibit 1 for the administration of this Agreement and any internal purposes.

### 3.6 Subcontractors

- (a) The Contractor may, subject to this Section 3.6, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause its Subcontractors to, perform the Work in accordance with the provisions of this Agreement.
- (b) The Contractor shall in all cases be fully responsible to CMO for all of its obligations under this Agreement that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CMO.

## **ARTICLE 4**

### **SCOPE OF PROMOTION AND EDUCATION SERVICE**

#### **4.1 Scope of Promotion and Education Services**

- (a) The Contractor will have primary responsibility for providing persons associated with Households information about Collection Services, including:
- the location of every depot collection site and its hours of operation;
  - a list of Blue Box Material that may be delivered to the depot collection sites;
  - a list of materials that may not be included with Blue Box Material when delivered to the depot collection sites; and
  - a telephone number and email address at which persons may receive responses to questions or concerns relating to collection.
- (b) The Contractor will utilize the Blue Box Material categories and terminology in Exhibit 4 Blue Box Material Accepted in Collection System in communications with Households.
- (c) The Contractor may:
- (i) incorporate CMO's Promotion and Education Materials in the Contractor's Promotion and Education Materials;
  - (ii) use messaging and images that are developed by CMO in the Contractor's Promotion and Education Materials for the purposes of this Agreement and for no other purpose; and
  - (iii) distribute CMO's Promotional and Educational Materials and assist with promotion and education at the direction of CMO, including supporting local events organized by CMO.
- (d) The number of Households receiving Promotion and Education Services shall be recorded in Section 1.9(a) of Exhibit 6 and may be updated to reflect any Change Orders under this Agreement.



## ARTICLE 5 REPRESENTATION AND WARRANTY

### 5.1 Representations and Warranties

Contractor represents and warrants to and covenants with CMO that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this Agreement;
- (b) it has full power, authority, and right to execute and deliver this Agreement, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this Agreement in accordance with its terms. This Agreement has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this Agreement and the consummation of the matters contemplated by this Agreement have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) if applicable, it has consulted with any lower tier municipalities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such lower tier municipalities or members of the Contractor, as the case may be;
- (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (e) in performing its obligations under this Agreement, the Contractor shall exercise the standard of care, skill, judgment and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work; and
- (f) it is a registrant within the meaning of Part IX of the *Excise Tax Act* and shall provide CMO with its harmonized sales tax ("**HST**") number.

## **ARTICLE 6 RECORD KEEPING AND REPORTING REQUIREMENTS**

### **6.1 Record Keeping and Reporting Requirements**

- (a) The Contractor shall provide an inventory of Equipment for each Depot prior to the Eligible Community Service Commencement Date and shall submit an updated inventory of Equipment for each Depot on an annual basis.
- (b) The Contractor shall retain records for the Blue Box Material that is collected including a record of the number of containers picked up by CMO or a contractor identified by CMO, or the Manager, from time to time and the date on which the containers were picked up. The Contractor will provide a copy of the Contractor's records if requested by CMO or the Manager.

## ARTICLE 7 FAILURE TO PERFORM, REMEDIES, TERMINATION

### 7.1 Responsibility for Damages/Indemnification

- (a) Contractor Indemnity
  - (i) The Contractor shall indemnify and hold harmless CMO, the Manager and their respective officers, directors, employees, agents and representatives (collectively, the “CMO Indemnitees”) from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees, directly or indirectly arising out of this Agreement attributable, wholly or in part, to:
    - (A) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this Agreement;
    - (B) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 5.1(e) of Exhibit 1;
    - (C) failure to comply with, or breach of, any of the Contractor’s obligations under this Agreement;
    - (D) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this Agreement;
    - (E) any assessment (including compliance orders and administrative penalties) or allegations of non-compliance under the Regulation or the (Ontario) *Resource Recovery and Circular Economy Act, 2016* directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this Agreement by CMO;

- (F) any failure or delay by CMO to submit any required report or other information to the registry, as defined in the (Ontario) *Resource Recovery and Circular Economy Act, 2016* resulting from the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors;
  - (G) any failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to comply with the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder);
  - (H) any finding or declaration that a CMO Indemnitee is an "employer" for the purposes of the (Ontario) *Occupational Health and Safety Act* in connection with a breach of the (Ontario) *Occupational Health and Safety Act* (or the regulations thereunder) by the Contractor, its officers, agents, servants, employees, licensees or subcontractors in connection with the Work; or
  - (I) any fines, penalties or orders of any kind that may be levied or made in connection therewith pursuant to the (Ontario) *Environmental Protection Act*, the *Ontario Water Resources Act*, the (Ontario) *Dangerous Goods Transportation Act* or other similar Applicable Law, whether federal or provincial, due to the presence of, or exposure to, or release of (including any spill discharge, escape, emission, leak, deposit, dispersion, or migration into the environment) any hazardous materials, contaminants or pollutants in, into or through the natural environment in relation to the Work.
- (ii) Without limiting the generality of any other provision in this Agreement, the Contractor shall indemnify and hold the CMO Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CMO Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
  - (iii) Notwithstanding any other provision in this Agreement, indemnification by the Contractor pursuant to this Section 7.1(a) of Exhibit 1 shall include claims, demands, actions, suits and other proceeding by Persons against the CMO Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
  - (iv) The Contractor acknowledges that CMO holds the benefit of any provision in this Agreement, including under this Section 7.1(a) of

Exhibit 1, that is expressly intended to extend to include the Manager, as a third-party beneficiary, as trustee and agent for the Manager. CMO shall be entitled to enforce the rights of the Manager, as a third party beneficiary, under such provisions.

(b) CMO Indemnity

CMO shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "Contractor Indemnitees") from and against any and all Losses or Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this Agreement attributable, wholly or in part, to any negligent acts or omissions by, or willful misconduct of, CMO, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

## 7.2 Limited Liabilities

- (a) Subject to Section 7.2(b) of Exhibit 1, the total cumulative liability of the Contractor to CMO for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "Contractor Liability Threshold").
- (b) The Contractor Liability Threshold and Section 7.2(a) of Exhibit 1 shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:
- (i) all costs to complete the Work, in accordance with this Agreement that are in excess of Contract Price; and
  - (ii) indemnification by the Contractor as set out in Section 7.1(a) of Exhibit 1.
- (c) Subject to 7.2(d) of Exhibit 1, the total cumulative liability of CMO to the Contractor for all Losses and Claims of any kind with respect to this Agreement, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CMO's reasonable estimate of the Contract Price expected to be paid

to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "CMO Liability Threshold").

- (d) The CMO Liability Threshold and Section 7.2(c) of Exhibit 1 shall not apply to any Losses and Claims arising out of, or in consequence of, indemnification by CMO as set out in Section 7.1(b) of Exhibit 1 for which there shall be no limit of liability.

### **7.3 Force Majeure**

- (a) Subject to Section 7.3(b) of Exhibit 1, "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CMO or the Contractor (other than a lack of funds or other financial reason) including the following:
  - (i) Unusually Severe Adverse Weather Conditions; and
  - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
  - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
  - (ii) an electricity system outage, unless the electricity system outage affects an entire Eligible Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
  - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
  - (iv) the quantity of Blue Box Material collected or received differs from the Contractor's expectations;
  - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
  - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
  - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.

- (c) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this Agreement.
- (d) In the event that either CMO or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this Agreement by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CMO shall:
  - (i) terminate this Agreement or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made; and
  - (ii) perform, or engage others to perform, the obligations under this Agreement that are impacted by the Force Majeure Event; or
  - (iii) authorize the Contractor to continue the performance of this Agreement in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this Agreement shall be immediately terminated with no further obligations by either Party.

For clarity, the Contractor shall not be entitled to be paid for obligations under this Agreement that it does not perform as a result of a Force Majeure Event.

- (e) For the purposes of clarification and notwithstanding any other provision in this Agreement, the Contractor shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this Agreement.

#### **7.4 Agreement Termination**

- (a) Any termination of this Agreement or termination of the Contractor's right to perform the Work (or any part thereof) by CMO shall be without prejudice to any other rights or remedies CMO may have.
- (b) Without prejudice to any other right or remedy CMO may have under this Agreement, CMO may terminate this Agreement or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
  - (i) notwithstanding any other section of this Agreement, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;

- (ii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
  - (iii) if the Parties cannot agree upon a Change Order upon thirty (30) days' written notice being provided to the Contractor.
- (c) If CMO terminates this Agreement as noted above, CMO is entitled to:
  - (i) Take possession immediately of all the Blue Box Material;
  - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
  - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CMO by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii) of Exhibit 1, which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CMO terminates this Agreement because of a Legislative Change or pursuant to Section 7.4(b)(iii) of Exhibit 1, then, subject to the other provisions of this Agreement, CMO shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.

## 7.5 Remedies

- (a) The rights and remedies of CMO as set forth in any provision of this Agreement, including Section 7.4 of Exhibit 1, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.
- (b) The exercise of any remedy provided by this Agreement does not relieve the Contractor from any liability remaining under this Agreement.
- (c) CMO may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CMO plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.4(b) of Exhibit 1.
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any



right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

## 7.6 Disputes

- (a) If there is a dispute between CMO and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
  - (i) The Parties shall attempt to resolve the dispute through informal discussions with the assistance of the Manager;
  - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CMO and the Contractor. The mediator will be appointed jointly by the Parties; and
  - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.7 of Exhibit 1.

## 7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii) of Exhibit 1, disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 ("Arbitration Act"), as amended from time to time.
- (b) CMO and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitrations Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this Agreement or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this Agreement, nor shall the arbitrator modify or amend any of this Agreement terms.

- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CMO's receipt of the notice specified in Section 7.7(b) of Exhibit 1.
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

## **7.8 Choice of Forum**

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement shall be instituted in the courts of the City of Toronto, Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

## ARTICLE 8 STANDARD CONDITIONS

### 8.1 Governing Laws

This Agreement will be interpreted and governed by the laws of the Province of Ontario.

### 8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

### 8.3 Assignment

This Agreement enures to the benefit of and is binding upon the Contractor and CMO and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of CMO.

### 8.4 Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this Agreement, and the labour, Equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this Agreement was based upon such investigation and research, and that it shall make no claim against CMO because of any of the estimates, statements or interpretations made by any officer or agent of CMO that may be erroneous.

### 8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer and service accounts, and records, as applicable to the Work, including records related to Collection Services and Promotion and Education Services, in each case in accordance with the Regulation (collectively, the "Records") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CMO or the Manager. CMO or the Manager shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit of practices and procedures

implemented in respect of Part VI of the Regulation in accordance with Section 67 of the Regulation) and review purposes.

- (b) The Contractor shall make available copies of records for Blue Box Material picked up by CMO under this Agreement on request within two (2) Business Days of the request by CMO or the Manager.
- (c) All records related to this Agreement, including the Records, shall be maintained, and access granted pursuant to this Section 8.5 of Exhibit 1, throughout the term of this Agreement and for at least five (5) years thereafter.

## 8.6 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this Agreement:
  - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CMO and the Manager as additional insureds with respect to the Contractor's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
  - (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in connection with this Agreement. The policy shall be endorsed to provide contractual liability coverage;
  - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of work; and
  - (iv) "All risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed and the Equipment contained

therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.

- (b) The Contractor shall not commence work until documentation evidencing the insurance requirements of the Contractor, have been filed and accepted by CMO. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The Commercial General Liability policy is to contain, or be endorsed to contain, the following provisions:
  - (i) The Contractor's insurance coverage shall be the primary insurance with respect to CMO, the Manager and their respective officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CMO or the Manager shall be more than the Contractor's insurance and shall not contribute with it;
  - (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
  - (iii) Policies for the above must be kept continuous throughout the term of this Agreement. If any of the above policies are being cancelled, the Contractor shall notify CMO and the Manager in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of the CMO or Manager. CMO reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CMO may reasonably require.
- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

## **8.7 Changes to Agreement**

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing.

## **8.8 Change Management**

- (a) CMO shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CMO deems it prudent to require a change in the

Work, CMO shall notify the Contractor of the proposed change in the Work in writing (“Change Notice”). Without limiting the foregoing, CMO may issue a Change Notice using the Manager.

- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the “Cost Estimate”), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CMO within a period of fifteen (15) Business Days or other timeline agreed to with CMO in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
  - (i) A comment on whether relief from compliance with Contractor’s obligations under this Agreement is required;
  - (ii) Any impact on Contractor’s ability to meet its obligations and the terms and conditions set out in this Agreement;
  - (iii) Any amendment that may be required to be made to the terms and/or conditions of this Agreement; and
  - (iv) Any change in the Contractor’s costs.
- (d) As soon as practicable after CMO receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CMO, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CMO, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or Equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to this Agreement (“Change Order”) in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CMO that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the

Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.

- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (h) Contractor's Proposed Change in the Work:
- (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this Agreement, it must notify CMO in writing. The Contractor, in proposing a change in the Work, agrees to provide CMO with the following information and details in writing:
- A description of the proposed change in the Work in sufficient detail, to enable CMO to evaluate it in full;
  - Reasons in support of the Contractor's proposed change in Work;
  - Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
  - Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
  - Identify an appropriate timeframe for the implementation of the change in Work.
- (ii) CMO agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
- A change in the Contract Price will occur;
  - The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
  - The change will interfere with any relationship of CMO with third parties;
  - The financial strength of the Contractor is sufficient to perform the change; and

- The change materially affects the risks or costs to which CMO is exposed.
- (iii) If CMO accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this Agreement. Where CMO accepts the Contractor's change proposal CMO shall notify the Contractor in a timely manner.
  - (iv) If CMO rejects the Contractor's change proposal, CMO shall provide written reasons outlining the basis upon which the change in Work is not accepted by CMO.
  - (v) Unless CMO specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
  - (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CMO will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this Agreement.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8 of Exhibit 1, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this Agreement.

## 8.9 Conflicts and Omissions

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this Agreement, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CMO in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CMO.



## 8.10 Duty to Notify

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify CMO, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CMO to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CMO as reasonably requested by CMO but not less frequently than monthly unless otherwise agreed to in writing by CMO.

## 8.11 Confidentiality Covenant

- (a) Confidential Information means information of or relating to a party (the "Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this Agreement. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("Confidential Information").
- (b) The Receiving Party shall:
  - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
  - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this Agreement;
  - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("Representatives") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and

- (iv) be responsible for any breach of this Agreement by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this Agreement, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Laws relating to privacy ("Privacy Laws") in the performance of its obligations under this Agreement, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CMO to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CMO to exercise their rights and to perform their obligations under this Agreement as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CMO of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CMO which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CMO if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this Agreement.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.11 of Exhibit 1 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.11 of Exhibit 1 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

## 8.12 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Ontario to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Ontario or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

### **8.13 Survival**

All provisions of this Agreement which expressly or by their nature survive the expiry or termination of this Agreement shall survive the expiry or termination of this Agreement, including the following: Section 7.1 (Responsibility for Damages/Indemnification), Section 7.2 (Limited Liabilities), Section 7.4 (Agreement Termination) and Section 8.11 (Confidentiality Covenant), all of Exhibit 1.

### **8.14 Further Assurances**

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

### **8.15 Revisions to this Agreement**

Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CMO may propose any revisions to this Agreement necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "Communications"), and CMO will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision shall automatically have effect from the date of the Change Order, if any, related to such Communications. CMO shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

### **8.16 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Agreement may be executed by electronic signature. CMO and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this Agreement.



### **8.17 Notice**

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

#### **To CMO:**

Circular Materials Ontario  
1 St. Clair Avenue West, Suite 700  
Toronto, ON M4V 1K6  
Attention: Director, Supply Chain Services

Email: [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)

With a copy to Manager:

RLG Systems Canada Inc.  
175 Bloor Street East, 9th Floor, South Tower  
Toronto, ON M4W 3R8  
Attention: Catherine McCausland

Email: [Catherine.McCausland@rev-log.com](mailto:Catherine.McCausland@rev-log.com)

#### **To Contractor:**

21 Church Street, Dunchurch, Whitestone, Ontario  
Attention: Michelle Hendry, CAO/Clerk

Email: [michelle.hendry@whitiestone.ca](mailto:michelle.hendry@whitiestone.ca)

**EXHIBIT 2: STAFFED DEPOTS IN ELIGIBLE COMMUNITIES**

Depot Name	Depot Address	City	Postal Code	Days of Operation per Calendar Month	Hours of Operation Per Day
York Street Landfill	52 York Street	Dunchurch	P0A1G0	<p><b>Winter:</b> Tuesday, Thursday, Saturday and Sunday: 12:00 p.m. to 5:00 p.m. winter begins day after Thanksgiving to Monday of May long weekend</p> <p><b>Summer:</b> Tuesday, Thursday and Saturday: 9:00 a.m. to 5:00 p.m. Sunday and Holiday Monday's: 10:00 a.m. to 6:00 p.m. Summer begins day after May long weekend to Monday of Thanksgiving weekend.</p>	Winter - 5 Summer - 8
Auld Road Landfill	5 Aulds Road	Dunchurch	P0A1G1	<p><b>Winter:</b> Tuesday, Thursday, Saturday and Sunday: 12:00 p.m. to 5:00 p.m. winter begins day after Thanksgiving to Monday of May long weekend</p> <p><b>Summer:</b> Tuesday, Thursday and Saturday: 9:00 a.m. to 5:00 p.m. Sunday and Holiday Monday's including Civic Monday: 10:00 a.m. to 6:00 p.m. Summer begins day after May long weekend to Monday of Thanksgiving weekend.</p>	Winter - 5 Summer - 8

**\*NOTE: The Contractor is to confirm the information in this Exhibit prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual figures that are different from the figures presented in this Exhibit.**

**\*NOTE: Sources of Data in this Exhibit: Transition Report: Municipality of Whitestone.**



**EXHIBIT 3: UNSTAFFED DEPOTS IN ELIGIBLE COMMUNITIES**

Depot Name	Depot Address	City	Postal Code
None			

**\*NOTE: The Contractor is to confirm the information in this Exhibit prior to execution of the Statement of Work. CMO holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.**

**EXHIBIT 4: BLUE BOX MATERIAL ACCEPTED IN COLLECTION SYSTEM**

	Material	Stream 1	Stream 2
Paper/Fibres	Newsprint	Yes	
	Magazines and Catalogues	yes	
	Telephone Books	yes	
	Household Fine Paper	yes	
	Other Printed Paper	yes	
	Corrugated Cardboard	yes	
	Boxboard	yes	
	Gable Top Cartons	yes	
	Paper Laminates	yes	
	Aseptic Containers	yes	
Aluminum	Aluminum food or beverage cans		yes
	Aluminum Foil & Trays		yes
	Other Aluminum Packaging & Foil		yes
Plastics	PET Bottles (#1)		yes
	Thermoform PET (#1), Clamshells & Other Clear Plastic Containers		yes
	HDPE Containers (#2)		yes
	Tubs & Lids (#2, #4 & #5)		yes
	Other Bottles & Containers (#3, #5, #7)		yes
	Plastic film (LDPE/HDPE) (#2, #4)		yes
	Plastic Laminates		yes
	Polystyrene Foam (#6)		yes
Steel	Steel Food and Beverage Cans		yes
	Steel Aerosols		yes
	Steel Paint Cans		yes
Glass	Flint/Clear Glass		yes
	Coloured Glass		yes
Other			

**\*NOTE: The Contractor is to complete this Exhibit with current information prior to execution of the Statement of Work. CMO holds no responsibility or liability for information that is different from the information presented in this Exhibit.**

**\*NOTE: Sources of Data in this Exhibit: Transition Report: Municipality of Whitestone**



**EXHIBIT 5: SERVICE COMMENCEMENT DATES**

The table included below lists the Eligible Community Service Commencement Date when services, forming the Work described by this Agreement are to commence in each Eligible Community.

Eligible Community	Eligible Community Service Commencement Date
	2024-07-01



**EXHIBIT 6: COMPENSATION**

- 1.1 All amounts in this Agreement are in Canadian funds.
- 1.2 The Contractor shall submit an invoice to CMO within fifteen (15) days of the end of a month in respect of the Contract Price for the Work performed during such calendar month.
- 1.3 CMO shall pay the Contract Price for the Work performed during a calendar month, in accordance with this Agreement, on the 45th calendar day after the end of such calendar month, provided that an invoice has been received and if such day is not a Business Day then CMO shall make such payment on the next Business Day.
- 1.4 The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days on account of delay in payment by CMO, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.
- 1.5 Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CMO describing the reasons for the disputed amount.
- 1.6 The Contractor shall inform CMO of any payment errors that result in overpayment by CMO in a timely manner by issuing a written notice informing CMO of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CMO within thirty (30) calendar days.
- 1.7 Except for the applicable Value Added Taxes payable by CMO, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- 1.8 In the event there are any monies payable to CMO by the Contractor under the terms of this Agreement, CMO shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CMO in accordance with such invoice.
- 1.9 For each calendar month during the Agreement Term, the Contract Price for the Work performed in accordance with the requirements of this Agreement shall be calculated as follows:
  - (a) \$1.00 multiplied by 1926 (the number Households that received Promotion and Education Services for such calendar month) and divided by twelve (12); plus

- (b) Residential Depot Operation Costs; less
- (c) the Non-Eligible Source Deduction multiplied by the tonnes of Blue Box Material picked up by CMO, or a contractor identified by CMO from time to time, from the Depots during the applicable calendar month, multiplied by the Non-Eligible Source Blue Box Material Unit Price.

For the purposes of this Agreement, “**Residential Depot Operation Costs**” means \$5,213, as adjusted in accordance with this Agreement, and “**Non-Eligible Source Blue Box Material Unit Price**” means \$200 per tonne, as adjusted in accordance with this Agreement. The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority.

The Residential Depot Operation Costs include the Contractor’s administration factor as published by the Resource Productivity and Recovery Authority in its 2020 Datacall. Notwithstanding any other provision in the Agreement, the Residential Depot Operation Costs shall not be increased, and the Contractor shall not receive any additional compensation, if there is an increase in such administration factor.

#### 1.10 Total Residential Depot Operation Costs Adjustment

- (a) The Residential Depot Operation Costs for each calendar month of the Agreement Term shall be determined as follows:

Residential Depot Operation Costs = Base Residential Depot Operation Costs + Non-Fuel Price Component Adjustment, where such price adjustments are applicable to the calendar month.

- (b) The “**Base Residential Depot Operation Costs**” is the Residential Depot Operation Costs at the Agreement Eligible Community Service Commencement Date as set out in Section 1.1.
- (c) The “**Non-Fuel Price Component**” is 100% of the Base Residential Depot Operation Costs.
- (d) For the first calendar month immediately following the first annual anniversary of the Agreement Eligible Community Service Commencement Date and for each subsequent annual anniversary, the “Non-Fuel Price Component Adjustment” shall be (1) the Non-Fuel Price Component multiplied by (2) the percentage change in the CPI Index, as most recently published, since the Agreement Eligible Community Service Commencement Date. The Non-Fuel Price Component Adjustment will be added to or subtracted, as applicable, from the Base Residential Depot Operation Costs, for such calendar month and for each of the subsequent eleven (11) calendar months.

#### 1.11 Total Non-Eligible Source Blue Box Material Unit Price Adjustment

- (a) The Non-Eligible Source Blue Box Material Unit Price for each calendar month of the Agreement Term shall be determined as follows:
- (b) Non-Eligible Source Blue Box Material Unit Price = Base Non-Eligible Source Blue Box Material Unit Price + CM Fuel Price Component Adjustment + CPI Component Adjustment, where such price adjustments are applicable to the calendar month.
- (c) The “**Base Non-Eligible Source Blue Box Material Unit Price**” is the Non-Eligible Source Blue Box Material Unit Price as set out in Section 1.1 of Exhibit 6.
- (d) The “**CM Fuel Price Component**” is 20% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (e) The “**CPI Component**” is 80% of the Base Non-Eligible Source Blue Box Material Unit Price.
- (f) For each calendar month during the Agreement Term, the “CM Fuel Price Component Adjustment” shall be (1) the CM Fuel Price Component multiplied by (2) the percent change in the Southern Ontario Diesel Price, as most recently published in the table of Fuel Prices located at <https://data.ontario.ca/dataset/fuels-price-survey-information> (“**CM Diesel Fuel Index**”), compared to the Southern Ontario Diesel Price for the first week of July 2023. The CM Fuel Price Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price.
- (g) In the month of April of each calendar year during the Agreement Term, the “CPI Component Adjustment” shall be (1) the CPI Component multiplied by (2) the percent change in the CPI Index, as published for March of such calendar year, compared to the CPI Index for July 2023. The CPI Component Adjustment will be added to or subtracted from, as applicable, the Base Non-Eligible Source Blue Box Material Unit Price for April of such calendar year and for each of the subsequent eleven (11) calendar months.

#### 1.12 CPI Index

For the purposes of this Agreement, “**CPI Index**” means the Consumer Price Index (All items), monthly, not seasonally adjusted – Ontario (Table 18-10-0004-01)(Formerly CANSIM 326-0020) (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>).

#### 1.13 Changes to Indices

If the applicable publisher materially changes, discontinues or replaces the CPI Index, the CPI Index shall be subject to revisions as agreed by the Parties.

If the applicable publisher materially changes, discontinues or replaces the CM Diesel Fuel Index, CMO, in its discretion, shall choose an index to replace the CM Diesel Fuel Index.

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**") is made between WASTE CONNECTIONS OF CANADA INC. ("**WCC**") and MUNICIPALITY OF WHITESTONE (the "**Municipality**" and with WCC, the "**Parties**" and each a "**Party**").

WHEREAS the Municipality owns, and wishes to lease to WCC, the Assets as defined herein;

AND WHEREAS the Parties wish to document such leasing arrangement in this Agreement;

NOW THEREFORE, FOR VALUABLE CONSIDERATION RECEIVED AND ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **Lease.** Effective as of [July 1, 2024], the Municipality shall lease to WCC, on a month-to-month basis, 4 recycling compactors and 6 related recycling containers which are currently situated at the Municipality's York St. & Aulds Rd Depots (the "**Depot**") (collectively, the "**Assets**"). Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.
2. **Rent.** WCC shall pay to the Municipality \$1600 per month plus HST as rent for the Assets. WCC will provide maintenance for the units during the rental period.
3. **Condition of Assets.** The Municipality acknowledges that it has care, custody and control of the Assets, and accepts responsibility for all loss or damage to the Assets. WCC may perform general maintenance on the Assets to remedy any normal wear and tear. If any of the Assets become irreparable, WCC shall not be responsible for the repair of such irreparable Asset and the Municipality shall remove such irreparable Asset from the Depot at the Municipality's sole cost and expense.
4. **Severability.** In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable so as to most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
5. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Parties have signed this Agreement as of the last date written below.

**WASTE CONNECTIONS OF  
CANADA INC.**

**MUNICIPALITY OF WHITESTONE**

Per: \_\_\_\_\_  
Name:  
Title:  
Date:

Per: \_\_\_\_\_  
Name:  
Title:  
Date:



# Municipality of Whitestone

## Report to Council

**Prepared for:** Council

**Department:** Building

**Agenda Date:** May 21, 2024

**Report No:** BLDG-2024-02

### **Subject:**

Building Services update and Building Permit activity – January 1 to March 31, 2024.

### **Recommendation:**

THAT the Council of the Municipality of Whitestone does hereby receive report BLDG-2024-02 (Building Services update and Building Permit activity – January 1 to March 31, 2024) for information.

### **Background:**

The purpose of this report is to update Council on matters such as:

- Building Permit activity within the Municipality (January 1 to March 31, 2024),
- Open Building Permit status, and
- The general activities of the Building Department.

### **Analysis:**

From January 1<sup>st</sup> to March 31<sup>st</sup>, 2024, the Municipality received a total of twenty-three (23) building permit applications which is up five (5) for the same period last year.

The number of permits for new construction issued from January 1<sup>st</sup> to March 31<sup>st</sup> is sixteen (16) which is up five (5) for the same period last year. Additionally, two (2) demolition permits were issued. See Schedule “A” for Q1 month-to-month statistics.

### **Open Building Permits Update:**

Since January of 2022, the Building Department has been working vigorously to create lists of issued building permits and determining the status of the issued permits in regards to the stage of construction. Comprehensive roll files have also been created for all properties located within the municipality consolidating all building permit information into one place. Digital roll files are also being created as property roll files are reviewed and updated on a continuous basis.

Building Permit Status Lists have been created dating back to the year 2010 which indicate all issued permits for each year and are continuously updated as permits are closed and files are reviewed. Due to the inconsistency with regards to record keeping in past years, determining the

status of some of the older issued permits can be difficult at times and may require extensive investigation in order to update the permit status.

As rate payers continue to develop their properties, the roll file is reviewed in order to determine if there are any existing open permits that can be inspected/closed during the construction of the new proposed development. In some instances, older permits are closed as per the issuance of a new building permit. An example would be a building permit for an attached deck on a cottage from 2008 which could be closed upon the issuance of a new building permit to replace said attached deck in 2024. Requests for Municipal Record Searches when a property is being sold will also bring to light some older open permits and upon the request of the owner, inspections may be carried out in order to close the permits dependent on the stage of construction and recorded inspection in the permit file. Recently this situation came about and a total of seven (7) open permits were closed on one property.

The COVID-19 pandemic also had a severe impact on the timelines in which building permits are closed. During the pandemic, building permits were permitted to continue to be issued for new construction however construction was not permitted to begin until such a time when restrictions were lifted. The prices of construction material also increased drastically during the pandemic which slowed or halted the construction of many projects for rate payers who had not anticipated paying twice or three times the price for certain materials also the availability of certain construction materials was very limited. Lumber distributors were prioritizing larger established construction companies when it came to providing materials leaving the smaller contractors and DIY home owners with very long, sometimes unknown wait times. An example of this would be in many instances people were waiting between eight (8) to twelve (12) months for concrete which essentially sets back the entire project.

Another economical factor preventing some permits from being closed would be that certain aspects of the construction has not been completed due to budget restraints. Some examples of this would be,

- Construction of the new cottage is complete and occupancy has been granted however construction of the screen porch has not started due to material costs. As the cottage and the attached screen porch were issued under the same permit, the permit file can not be closed until all construction has been completed.
- Home owners have hired a contractor to complete the shell of the dwelling but wish to complete the interior work themselves to save money. As many ratepayers are seasonal residents, this limits the days for work to be completed to the weekends.
- Applications were submitted to develop a property by constructing a new cottage and a detached garage. All concrete work was completed for both projects at the same time however focus was shifted to the main dwelling and construction of the garage will commence once the dwelling is complete.

Another factor to consider is the limited building season we have in our area. During a good year with favorable weather, the construction season is approximately eight (8) months. When taking into consideration the fact that the municipality has many remote locations and water access properties, this does not provide a lot of time to get materials to the site and to complete construction. Furthermore, if certain stages of construction are not completed prior to the winter months, such as footings and foundations, construction of the project will have to wait until the following year when the frost leaves the ground.

As of 2023 it was decided that each year, one (1) calendar year of issued permits would be addressed exclusively in order to determine the status of all issued permits. In 2023, all one hundred-eight (108) issued permits for the year of 2015 were reviewed/inspected and 82% of the issued permits were closed. The applicants for the remaining 18% of permits issued in 2015 were contacted with regards to the status of their permit and correspondence between the applicant and the Building Department continues as the work on the project progresses. Complete and up-to-date permit lists have also been created and provided to the Municipal Property Assessment Corporation (MPAC) dating back to 2013 as the Building Department and MPAC continue to work together to ensure current and up-to-date building and property information for the municipality.

Permit Status Lists from 2018 to 2023 have been provided with this report as the record keeping during that time frame is more in-line with the caliber of what would be expected today and the Building Department is confident in the fact that the information within the permit file is the most up-to-date information. Permit Status Lists for the years 2010 to 2017 continue to be updated as the property roll files are reviewed and organized. See Schedule "B" for 2018 – 2023 Permit Status Lists.

There are some older permits that were issued in the 1960's, 1970's and 1980's that do not have any records of inspections. From the Municipality's perspective, we don't regard this as an open work order where the owners have been directed to remedy or complete anything. It is simply a record that a permit was issued for the listed project at the subject location. Many of the projects that occurred in this era did not require much in the way of documentation to support the permit application (unlike current requirements where an applicant is required to provide prescribed documentation to meet current Ontario Building Code and Municipal By-law requirements).

Because of this, it is difficult to determine whether or not a building was inspected throughout the progress of its construction or, if issues were noted and remedied. For these permits, as there are no records of inspections, the permit files cannot be closed without causing substantial damages to things such as interior finishes and exterior grade/landscaping in order to uncover the necessary structural elements required to be inspected which even then may not be enough to confidently sign off on the project. Furthermore, some of these issued permits do not contain enough structural information within the application itself to permit an inspection to be conducted, sometimes the only information available is the permit number itself. As time passes many of

these older permits are being replaced with new structures which in turn allows the older permit to be closed.

When considering all the information listed above, the systems that have been put into place by the Building Department with regards to property file organization, building permit status tracking and the closing of older permit files far exceeds the standards that were previously put into place for the municipality. With continuing efforts, the older open building permit files will continue to be updated/closed as new development furthers the growth of the municipality.

**General Building Department activities included:**

- Monthly updates to Tarion, MPAC, Statistics Canada.
- Civic Address numbers assigned; data base updated.
- Building Permit applications reviewed.
- Researched and responded to general inquiries concerning zoning and building related questions, met with members of the public to discuss questions involving current and potential projects.
- Minor Variance & Re-Zoning reports and pre-consultations.
- Conducted inspections, prepared reports and researched findings
- Continued to work on non-complying projects; issued orders and followed up on orders.
- Records management – creating digital property roll files indicating all Building Permit activity/history.

From January 1<sup>st</sup> to March 31<sup>st</sup> twenty-seven (27) building permit files have been closed.

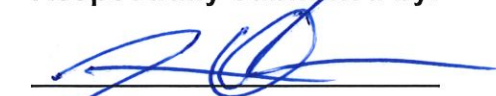
**Financial Considerations**

Construction value to date (January 1 – March 31) is \$3,080,985.00


**Link to Strategic Plan:**

In support of the high- level objectives of the Strategic Plan: Communication, Fiscal responsibility.

**Respectfully submitted by:**

  
\_\_\_\_\_  
Jamie Osborne  
CBO

**Reviewed by:**

  
\_\_\_\_\_  
Michelle Hendry  
CAO/Clerk

**Attachments:**

- Schedule A:** Month to month statistics, Q1.
- Schedule B:** 2018 – 2023 Permit Status Lists



## SCHEDULE A

2024 Month to Month Statistical Review		# of Permits	Construction Value	# of Permits	Construction Value	# of Permits	Construction Value
Residential:		JANUARY		FEBRUARY		MARCH	
Single Family Dwelling (SFD)						3	\$1,390,885.00
Seasonal Dwelling (Cottage)		1	\$88,300.00	1	\$477,400.00		
Renovation/Addition		2	\$225,000.00	1	\$200,000.00	1	\$80,000.00
Garage/Shed		2	\$290,000.00	2	\$285,000.00		
Deck/Porch				1	\$35,400.00		
Docks		1	\$4,000.00			1	\$5,000.00
Demolition				2	N/A		
<b>Commercial</b>							
<b>TOTAL</b>		<b>6</b>	<b>\$607,300.00</b>	<b>7</b>	<b>\$997,800.00</b>	<b>5</b>	<b>\$1,475,885.00</b>
							<b>\$3,080,985.00</b>

### Comparable Statistics 2024-2021

End of Q1 Totals:	# of Permits	Construction Value
2024	18	\$3,080,985.00
2023	12	\$1,075,275.00
2022	11	\$911,480.00
2021	23	\$1,001,450.00

**2018 BUILDING PERMIT  
LIST**

**SCHEDULE B**

<b>PERMIT #</b>	<b>LOCATION:</b>	<b>WORK DESCRIPTION:</b>
B18-01	17 Owls Nest	Storage Building
B18-02	2006 HWY 124	Single Family Dwelling
B18-05	1096 HWY 520	Cottage
B18-06	12 Fox Lair	Storage Building
B18-08	262 Tahinca Road	Dwelling Addition
B18-09	73 Shawanaga River	Seasonal Dwelling
B18-11	256 Tahinca Road	Foundation Repair
B18-13	17C Rosellen Lane	Deck & Screen Porch
B18-17	7 Sykes Lane	Dwelling Addition
B18-19	127 Running Bear Trail	Seasonal Dwelling
B18-23	483 HWY 520	Single Family Dwelling
B18-24	42D Ladds Road	Single Family Dwelling
B18-25	42D Ladds Road	Garage
B18-26	74 Humming Bird Lane	Deck + Interior Renovation
B18-29	33 Shabbots Bay Road	Garage
B18-34	29 Maple Island Road	Seasonal Dwelling
B18-35	173 Gibson Bay Road	Detached Garage
B18-36	87 Granite Lane	Single Family Dwelling
B18-39	1960 HWY 124	Single Family Dwelling
B18-40	18 Mitchell Lane	Foundation Replacement
B18-45	851 Balsam Road	Single Family Dwelling
B18-48	1 Erin Lane	Seasonal Dwelling
B18-49	47 Crown Retreats Road	Seasonal Dwelling
B18-50	4939-050-005-06400-0000	Seasonal Dwelling
B18-53	11 Evans Island	Sleeping Cabin
B18-59	33 Shabbots Bay Road	Foundation Replacement + Addition
B18-60	71 Shady Maple Trail	Sunroom Addition (BWOP)
B18-61	151 Snake Lake	Seasonal Dwelling (BWOP)
B18-62	11 Evans Island	Seasonal Dwelling
B18-65	33 Erin Lane	Storage Building
B18-67	83 Clear Lake Road	Garage
B18-68	1249 HWY 520	Garage
B18-70	25 Maple Island Drive	Foundation Replacement/Repair

<b>2018</b>
<b>TOTAL # OF PERMITS ISSUED = 78</b>
<b>REMAINING OPEN PERMITS = 33 (42%)</b>

**2019 BUILDING PERMIT  
LIST**

<b>PERMIT #</b>	<b>LOCATION:</b>	<b>WORK DESCRIPTION:</b>
B19-01	23 Owls Nest	Seasonal Dwelling
B19-02	97 Ladds Road (050-001-05905)	Seasonal Dwelling
B19-03	36 Wah Wash Kesh Road	Single Family Dwelling
B19-05	2310WA Labrash Lake	Seasonal Dwelling
B19-10	1001 Shawanaga Lake Road	1.5 Storey Detached Carage w Carport
B19-12	309 Whitestone Lake Road	Deck
B19-13	5 Spring Road	Seasonal Dwelling
B19-18	16 Fox Lair	Dock
B19-20	415 Shawanaga Lake Road	Seasonal Dwelling
B19-21	415 Shawanaga Lake Road	Dock
B19-22	21557WA Wah Wash Kesh Lake	Seasonal Dwelling
B19-23	735 HWY 520	Seasonal Dwelling
B19-25	176 Nelson Clelland Road	Detached Workshop
B19-28	1981 Balsam Road	Deck Extension
B19-34	2257 HWY 124	Foundation Replacement
B19-38	176 Nelson Clelland Road	Single Family Dwelling
B19-42	20 Taylor Lake Road	Two (2) Sleeping Cabins
B19-43	26 Church Street	Seasonal Dwelling
B19-44	115 Farleys Road	Detached Garage
B19-45	28 Blackfly Lane	Addition
B19-46	4939-040-003-00101-0000	Seasonal Dwelling
B19-49	19 Erin Lane	Seasonal Dwelling
B19-50	1937B HWY 124	Porch Addition
B19-52	5 Spring Lane	Storage Shed
B19-53	65 Quinn Road	Deck
B19-56	117 Swords Road	Deck
B19-57	6 Dunks Cres.	Storage Shed
B19-69	128 Chur-Lee Road	Detached Garage
B19-73	165-167 Gibson Bay Road	Seasonal Dwelling
B19-76	15406WA Wah Wash Kesh Lake	Storage Shed
B19-78	4939-050-004-04800-0000	Seasonal Dwelling w Attached Garage
D19-09	20 Taylor Lake Road	Demolish Seasonal Dwelling

<b>2019</b>
<b>TOTAL # OF PERMITS ISSUED = 90</b>
<b>REMAINING OPEN PERMITS = 32 (35%)</b>

**2020 BUILDING PERMIT**

**LIST**

<b>PERMIT #</b>	<b>LOCATION:</b>	<b>WORK DESCRIPTION:</b>
B20-02	40 Taylor Lake Road	Porch Roof on Bunkie + Shipping Container
B20-11	5 Blackfly Lane	Replace Attached Garage
B20-12	1045 HWY 520	Seasonal Dwelling
B20-14	2206-2208 HWY 124	Addition
B20-15	68 Ladds Road	Shipping Container
B20-16	99 Shady Maple Trail	Garage
B20-30	74 Captain Estates Road	Stairs/Landings/Guards
B20-31	216 Lorimer Lake	Dock Extention
B20-32	1375 HWY 124	Shoreline Deck + Dock
B20-34	371 Canning Road	Single Family Dwelling
B20-36	992 Shawanaga Lake Road	Seasonal Dwelling
B20-37	40 Percy Lane	Lean-to Addition to Garage
B20-38	405 Canning Road	Dock
B20-45	836 Shawanaga Lake Road	Addition
B20-46	600 Balsam Road	Single Family Dwelling
B20-47	600 Balsam Road	Garage
B20-48	23 Winding Woods Way	Seasonal Dwelling
B20-49	4939-050-004-03807	Log Home (SFD)
B20-51	7 Ommadawn Lane	Covered Deck + Fireplace
B20-53	1285 HWY 520	Detached Garage
B20-56	15175 Wah Wash Kesh Lake	Addition
B20-59	17 Shabbotts Bay Road	Pier Foundation Replacement
B20-60	10 Lochanside	Detached Garage
B20-62	81 Haven Island	Cottage Addition
B20-63	994 Shawanaga Lake Road	Storage Building
B20-68	373 Canning Road	Foundation Replacement
B20-69	27 Erin Lane	Foundation Replacement
B20-70	137 Gibson Bay Road	Seasonal Dwelling
B20-71	1199 HWY 520	Storage Garage
B20-74	21 Wah Wash Kesh Road	Storage Building
B20-77	81 Credit Lane	Seasonal Dwelling
B20-79	185 Boundry Spur Road	Single Family Dwelling
B20-80	26 Pine Grove	Addition + Foundation Replacement

**2020 BUILDING PERMIT  
LIST**

B20-84	985 HWY 520	Lean-to Addition to Shed
B20-87	41 Makwa Point	Seasonal Dwelling
B20-88	5 Spring Road	Storage Shed
D20-08	19 Shaker Lane	Demolish Dryland Boathouse

2020
<b>TOTAL # OF PERMITS ISSUED = 98</b>

**REMAINING OPEN PERMITS = 37 (37%)**

**2021 BUILDING PERMIT  
LIST**

<b>PERMIT #</b>	<b>LOCATION:</b>	<b>WORK DESCRIPTION:</b>
B21-01	7887WA Kashegaba Lake	Cottage
B21-05	16 Pine Grove	Foundation Replacement
B21-10	70 Edgewood Rd.	1-1/2 Storey Storage Garage
B21-12	207 Dunchurch Est. Rd.	Cottage
B21-13	5 Spring Rd.	Storage Shed
B21-16	1219 Lorimer Lake Rd.	Screen Porch
B21-17	92 Swords Rd.	Rental Cabin
B21-19	17 Shady Maple Trail	Foundation Replacement
B21-20	406 Chur-Lee Rd.	Dock
B21-21	207 Dunchurch Est. Rd.	Storage Garage
B21-23	11 Deer Trail	Porch Addition
B21-24	611 Balsam Rd.	Single Family Dwelling
B21-25	611 Balsam Rd.	Dock
B21-27	7857 Kashegaba Lake	Replace Dryland Boathouse
B21-28	7 Shaker Lane	Deck
B21-29	15 Hunters Glen	Cottage
B21-31	90B Swords Rd.	Cottage
B21-32	90B Swords Rd.	Dock
B21-33	245 Dunchurch Est. Rd.	Cottage
B21-34	611 Balsam Rd.	Detached 1-1/2 Storey Garage
B21-35	1 Rowntree Lane	Detached Garage
B21-36	16 Moose Lane	Guest Cabin (Bunkie)
B21-40	49 Clear Lake Rd.	Detached 1-1/2 Storey Garage
B21-41	29 Maple Island Rd.	Detached Garage
B21-49	254 Dunchurch Est. Rd.	Cottage Renovation
B21-50	254 Dunchurch Est. Rd.	Dock
B21-52	7411 Kashegaba Lake	Cottage Addition/Renovation
B21-53	810WA Whitestone Lake	Deck
B21-54	1 Dunchurch Est. Rd.	Single Family Dwelling
B21-55	1 Dunchurch Est. Rd.	Detached Garage
B21-57	1213A HWY 520	Foundation Replacement & New Deck
B21-62	1280 HWY 520 North	Shipping Container
B21-65	29665WA Wah Wash Kesh	Storage Shed

**2021 BUILDING PERMIT  
LIST**

B21-66	18 Nona Lane	Detached 1-1/2 Storey Garage
B21-68	239 Dunchurch Est. Rd.	Porch Addition
B21-69	436B North Meadowcove Rd.	Foundation Replacement & Addition
B21-70	757WA Whitestone Lake	Cottage Addition
B21-71	757WA Whitestone Lake	Storage Shed
B21-72	31 Bears Paw	Cottage Addition
B21-81	42 Timber Ridge Trail	Detached Garage
B21-82	71 McLennan Lane	Detached Garage
B21-88	399 Whitestone Lake Rd.	Storage Shed
B21-94	78 Ainslie Lake Drive	Dock
B21-95	68 Humming Bird Lane	Cottage
B21-98	7 Ommadawn Lane	Covered Deck & Wood-burning Appliance
B21-99	2 Gooseneck Cres.	Dock Addition
B21-100	1937 HWY 124	Garage Alteration
B21-101	22 Maple Island Rd.	Porch Addition
B21-102	135 Gibson Bay Rd.	Cottage
B21-103	Sams Lane	Cottage
B21-104	Sams Lane	Shipping Container
B21-107	258 Tahinca Road	Cottage Renovation
B21-111	21 Bears Paw	Cottage
B21-113	1249 HWY 520	Single Storey Garage
B21-115	1989 HWY 124	Single Family Dwelling
B21-118	40 Makwa Point	Cottage
B21-120	15 Basswood Cres.	Single Storey Garage
D21-05	71 McLennan Lane	Demolish Garage
D21-08	1280 HWY 520	Demolish Accessory Structure
D21-10	92 Swords Road	Demolish Cottage

<b>2021</b>
<b>TOTAL # OF ISSUED PERMITS = 134</b>
<b>REMAINING OPEN PERMITS = 60 (45%)</b>

**2022 BUILDING PERMIT  
LIST**

<b>PERMIT #</b>	<b>LOCATION:</b>	<b>WORK DESCRIPTION:</b>
2022-7005	109 Farleys Road	Storage Shed
2022-7008	416 Chur-Lee Road	Attached Deck/Sunroom
2022-7011	5 Shady Maple Trail	Detached Garage w Carport on Each Side
2022-7013	15 Langford Drive	Raise Cottage & Add New Main Floor + Reno
2022-7014	23 Island View	Demolish Shed
2022-7019	7A Debois Trail	Cottage Addition w Attached Covered Deck
2022-7020	8742 Bolger Lake	Timber Frame Cottage
2022-7025	45 Maple Island Road	3 Bedrm 1 Bathrm Cottage
2022-7026	2 Pine Grove Road	Cottage Addition/Reno w Covered Porch
2022-7028	103 Erin Lane	Single Storey Detached Garage
2022-7029	371 Canning Road	Secondary Dwelling w Attached Garage
2022-7038	443WA Shawanaga Lake	Floating Dock
2022-7039	153 Gibson Bay Road	Open Deck Extension
2022-7041	33 Rosellen Lane	Detached Sunroom
2022-7042	21A Rosellen Lane	1.5 Storey Detached Garage
2022-7045	34 Cabin Road	Cottage Addition w Attached Covered Deck
2022-7046	55 Ladds Road	Single Family Dwelling
2022-7047	55 Ladds Road	Floating Dock
2022-7048	55 Ladds Road	Art Studio
2022-7049	28/30 Blackfly Lane	Cottage Addition/Renovation
2022-7052	16 Pine Grove	Attached Decks
2022-7053	1249 HWY 520	Elevated Walkway off of Existing Deck
2022-7057	13 Labrash Lake Road	Cottage w Attached Covered Porch
2022-7059	25 Bears Paw	Enclosed Porch Addition
2022-7060	20 Joe Road	Eng. Log Hunt Camp
2022-7061	81 Haven Island	Floating Dock
2022-7062	81 McLennan Lane	Floating Dock
2022-7063	21593WA Lake Wah-Wash-Kesh	Cottage w Attached Decks
2022-7071	41 Erin Lane	Demolish Existing Cottage
2022-7072	41 Erin Lane	TimberBlock Cottage w Attached Decks
2022-7075	38 Wah-Wash-Kesh Road	Single Family Dwelling w Attached Porch
2022-7078	1 Nesbitts Drive	Storage Shed
2022-7079	2 Clear Lake Road	Storage Shed



**2022 BUILDING PERMIT**

**LIST**

2022-7081	9089 Bolger Lake	Cottage Addition
2022-7082	483 North Meadowcove Road	Cottage Addition
2022-7083	31 Tracy Island	Music/Art Studio
2022-7084	31 Tracy Island	Sleeping Cabin
2022-7091	3 Trull Road	Cottage w Garage & Covered Deck
2022-7092	23 Winding Woods Way	Replace Lakeside Deck
2022-7094	284 Tahinca Road	Attached Open Deck
2022-7098	18 Nona Lane	Demolish Dryland Boathouse
2022-7100	7 Butler Street	Single Family Dwelling w Covered Entry
2022-7101	19 Bears Paw	Single Family Dwelling w Attached Decks
2022-7102	8 Winding Woods Way	Replace and Enlarge Attached Deck
2022-7104	248 Dunchurch Estates Road	Single Family Dwelling w Attached Decks
2022-7105	75 McLennan Lane	10'x24' Cottage Addition w Attached Deck
2022-7108	290 Whitestone Lake Road	Single Family Dwelling
2022-7110	382WA Debois Lake	Floating Dock
2022-7115	77 McLennan Lane	Demolish Shed as per Site Plan
2022-7116	77 McLennan Lane	Demolish Garage as per Site Plan
2022-7118	388WA Debois Lake	Floating Dock
2022-7119	300 Booth Road	Storage Building for Property Maintenance Equipment
2022-7120	1250WA Gooseneck Lake	Floating Dock

**2022**

**TOTAL # OF PERMITS ISSUED = 123**

**REMAINING OPEN PERMITS = 53 (43%)**

**2023 BUILDING PERMIT  
LIST**

<b>PERMIT #</b>	<b>LOCATION:</b>	<b>WORK DESCRIPTION:</b>
2023-7002	4 Horn Lane	Cottage w Attached Deck
2023-7005	11 Dunchurch Estates Road	Single Family Dwelling
2023-7006	25 Owls Nest	Cottage Addition/Renovation
2023-7007	14411 Wah-Wash-Kesh Lake	Demolish Existing Structures as per Site Plan
2023-7008	14061 Wah-Wash-Kesh Lake	12'x15' 3-Season Room w 12'x12' Deck
2023-7009	21 Shakell Road	Dwelling Addition
2023-7010	21 Shakell Road	10'x20' Detached Carport
2023-7011	52 Pine Grove	Bedroom/Ensuite Addition w Deck
2023-7014	90 Swords Road	Eng. Steel Storage Building
2023-7015	14411 Wah-Wash-Kesh Lake	4 Bedroom Cottage w Attached Porch
2023-7016	65 McLennan Lane	Secondary Seasonal Dwelling w Attached Garage & Decks
2023-7017	225WA Lorimer Lake	New Cottage on Existing Foundation + New Addition
2023-7019	5 Blackfly Lane	Screen Porch Addition
2023-7020	41 Ladds Road	3 Bedroom Seasonal Dwelling w Screen Porch
2023-7024	147 Arbor Vitae Island	30'x40' Off-Grid 3 Bedroom Cottage
2023-7029	464 North Meadowcove Road	1.5 Storey Garage w Non-Habitable Space Above
2023-7031	789 HWY 520	Sunroom Addition to Dwelling w Attached Covered Deck
2023-7034	3 Rowntree Lane	5 Bedroom 3 Bathroom Cottage w Attached Porch & Decks
2023-7035	70 Edgewood Road	Lean-To Addition to Existing Garage
2023-7036	7 Lost Bay Road	3 Bedroom 2 Bathroom Cottage w Attached Deck & Porch
2023-7040	90 West View Road	New Foundation under Existing Cottage w Finished Walk-out Basement
2023-7045	77 McLennan Lane	3 Bedroom 2 1/2 Bathroom Cottage w Decks & Porch
2023-7046	5 Lost Bay Road	Addition to Cottage & Replace Attached Decks w New Covered and Open Decks
2023-7048	51 Crown Retreats Road	3 Bedroom Cottage w Attached Deck & Screen Porch
2023-7053	285 Farleys Road	Replace Attached Open Deck
2023-7054	368 Booth Road	3 Bedroom 3-1/2 Bathroom Cottage w Attached Decks
2023-7057	8 Macey Drive	3 Bedroom 1 1/2 Bathroom Cottage w Porch & Decks
2023-7058	20 Thomson Glen	Replace Piers w New Foundation
2023-7060	11 Cabin Road	4 Bedroom Cottage w Attached Decks
2023-7061	243 Farleys Road	Cottage Additions w Attached Decks
2023-7065	996 HWY 520	Sunroom Addition w Attached Deck
2023-7066	10 Shakell Road	3 Bedroom 2 Bathroom Dwelling w Attached Covered Porches
2023-7067	2231 HWY 124	Addition/Renovation to Existing Dwelling

**2023 BUILDING PERMIT  
LIST**

2023-7068	20 HWY 520	Attached Open Deck
2023-7069	50 Ainslie Lake Road	Greenhouse
2023-7070	556 Balsam Road	Yoga Studio
2023-7071	1947 HWY 124	20'x30' Detached Carport
2023-7072	1157 HWY 520	30'x50' Eng. Steel Storage Building
2023-7074	335 Whitestone Lake Road	Demolish Sleeping Cabin as per Site Plan
2023-7076	1275 HWY 520	Install Shipping Container
2023-7077	335 Whitestone Lake Road	14'x16' Sleeping Cabin w Covered Porch
2023-7078	2290 HWY 124	Int. Renovation/Alteration (2 New Bathrm + New Kitchen)
2023-7079	351 Tahinca Road	Cottage Addition/Renovation w New Covered Deck
2023-7080	43 Crown Retreats Road	Cottage Addition/Renovation
2023-7083	26 Bestwick Crescent	Attached Open Deck
2023-7084	26 Ring Rock Acres Road	23'X25' Carport Addition to Acc. Structure
2023-7087	14351 Wah-Wash-Kesh Lake	12'x28' Sleeping Cabin w Covered Porch
2023-7091	2074 HWY 124	New Roof Over Existing Deck
2023-7092	347 Tahinca Road	24'x24' Detached Carport
2023-7093	21 Shakell Road	Replace Deck w 3-Season Room
2023-7094	36 Church Street	Remove Portion of Existing Cottage and Replace w New Two Storey Addition
2023-7096	49 Chur-Lee Road	Reconstruct Dwelling Damaged by Fire
2023-7097	389 Whitestone Lake Road	Second Storey Addition to Dwelling
2023-7098	290 Chur-Lee Road	Attached Open Deck

<b>2023</b>
<b>TOTAL # OF ISSUED PERMITS = 98</b>
<b>REMAINING OPEN PERMITS = 54 (55%)</b>



# Municipality of Whitestone

## Report to Council

**Prepared for:** Council

**Department:** Planning

**Agenda Date:** May 21, 2024

**Report No:** PLN-2024-02

**Subject:**

Planning Services Statistic Q1, 2024

**Recommendation:**

**THAT** the Council the Municipality of Whitestone receive Report PLN-2024-02 (Planning Services Statistic Q1, 2024) for information.

**Analysis:**

Applications received and in progress:

	Q1	TOTAL January 1 <sup>st</sup> to March 31 <sup>st</sup> , 2024
<b>PARRY SOUND AREA PLANNING BOARD</b>		
Consent applications	4	4
Subdivision applications	0	0
<b>MUNICIPALITY OF WHITESTONE</b>		
Zoning By-law Amendment	1	1
Official Plan Amendment	0	0
Deeming By-law	0	0
Shore Road Allowance	1	1
Concession Road Allowance	0	0

**Financial Considerations:**

Municipal Planner (MHBC) invoices paid from January 1, 2024 to March 31, 2024.

File Name	Recoverable	Non Recoverable
Short Term Rental Presentation on March 19, 2024		\$1,207.89
Hisey, Heather / Manery, Susan (Consent No. B57/2022)	\$ 608.02	
Strong, Julie (Consent No. 39/2023)		\$1,172.02
<b>TOTAL</b>	<b>\$ 608.02</b>	<b>\$2,379.91</b>

**Total Planning revenue (January 1 to March 31, 2024)**

\$6,918.07 this includes application fee(s) and payment of outstanding invoices.

**Link to Strategic Plan:**

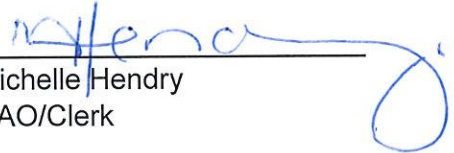
Fiscal Responsibility and Accountability

**Submitted by:**



Paula Macri  
Planning Assistant

**Reviewed by:**



Michelle Hendry  
CAO/Clerk



# Municipality of Whitestone

## Report to Council

**Prepared for:** Council

**Department:** Fire and Rescue

**Agenda Date:** May 21, 2024

**Report No:** FIRE-2024-01

**Subject:**

Fire and Rescue Services activity – January 1 to March 31, 2024

**Recommendation:**

THAT the Council of the Municipality of Whitestone receive for information Report FIRE-2024-01 (Fire and Rescue Service 2024 Q1 – January 1 to March 31 2024).

**Background:**

The purpose of this report is to inform Council of various activities and matters related to the Fire and Rescue Services for the first quarter of 2024.

**Calls for Service:**

The Fire Department responded to 30 call for service from January 1, to March 31, 2024:

**Fire Calls: 3**

- Bunny Trail - Shed fire
- Relay overheated - light smoke smell reported inside local business
- Electrical fire - sump pump overheated in basement

**Mutual calls: 1**

- Ahmic Harbour - power line on tree, which caught fire

**Motor Vehicle Accidents (MVC): 1**

- Vehicle hit hydro pole, one patient immobilized by Fire Department and transported to WPSHC by EMS. Fire Department has invoiced Highway Incident Claims (MTO) for this call: \$2,799.30

**Medical calls: 24**

- (7) Chest pain
- (4) Shortness of breath
- (3) Transient ischemic attacks (Mini strokes)
- (4) Strokes
- (1) Laceration to knee with chain saw

- (1) Patient failure to cope (FTC)
- (1) Head trauma from fall
- (1) Seizure
- (1) Patient sleeping in ditch

**Overdose: 1**

Patient overdose on street drug, Fire Department administered Naloxone

**Enforcement:** None

**Training:** Regular bi-weekly training and equipment checks

**Public Outreach and Education:**

- Opened fire hall for the fishing tournament because there was no ice to fish. Handed out public safety information and conducted tours of the hall and equipment.
- On Family Day, the Fire Department had a campfire, handed out public safety information, and conducted tours of the hall and equipment.
- The Fire Department was on scene for the Indigenous Full Moon ceremony and attended to the camp fire for the ceremony, teaching and stories, along with the Recreation Committee.

**Fire Prevention Initiatives:**

- Fire Drill for the Whitestone Public School, After school Program in March (Note: due to the cold weather, fire drills are not done in January and February)

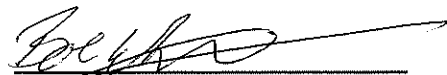
**Financial Considerations**

Additional costs beyond approved budget: None

**Link to Strategic Plan:**

Communication, Fiscal responsibility.

**Respectfully submitted by:**



Bob Whitman  
Fire Chief

# BY-LAWS



**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**  
**By-law No. 20- 2024**

---

**Being a By-law to amend By-law No. 07-2018 (the Zoning By-law)  
for Part of Lot 32, Concession 4 being Part 1 on Plan 42R-22136  
Geographic Township of McKenzie  
(LAMOUREAUX, Paul and Laury)**

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**WHEREAS** the Council of the Municipality of Whitestone has the authority to enact zoning By-laws under Section 34 of the *Planning Act*, R.S.O. 1990;

**AND WHEREAS** the applicants have applied for and received a provisional consent to allow for one (1) new Rural Residential lot fronting Aulds Road from the Parry Sound Area Planning Board, under consent application B32/2022(W) subject to a site specific rezoning to implement the consent;

**AND WHEREAS** the Council of the Municipality of Whitestone deem it appropriate and necessary to rezone the subject land;

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

1. Schedule 'A', Sheet No.7 of By-Law No.07-2018 as amended is hereby further amended by rezoning Part of Lot 32 in Concession 4 of the geographic Township of McKenzie from the Waterfront Residential 2 (WF2) Zone to Rural Residential (RR) Zone as shown on a copy of Part of Schedule 'A', sheet No. 7 attached to this By-Law as Schedule "1" and more particularly shown on Plan No. 42R-22136, a copy of which is attached as Schedule '2'.
2. This By-law shall take effect and come into force in accordance with Section 34 of the *Planning Act*.
3. **THAT** By-law No. 20-2024 being a By-law to amend By-law No. 07-2018 (the Zoning By-law) for Part of Lot 32, Concession 4 being Part 1 on Plan 42R-22136 is hereby passed this 21st day of May, 2024.

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Mayor

George Comrie

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CAO/Clerk

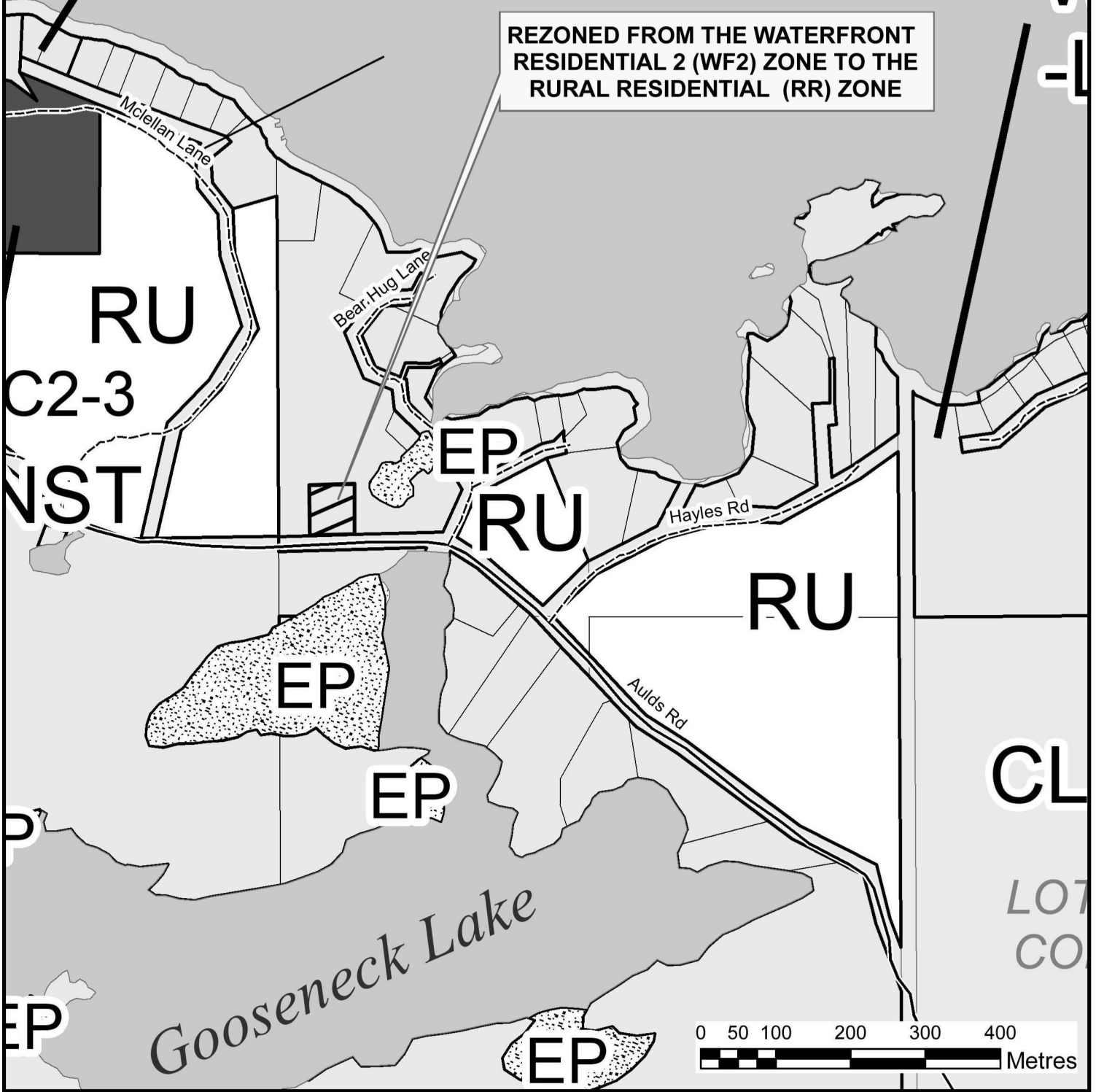
Michelle Hendry



4-LS WF2-1

Wahwashkesh Lake

REZONED FROM THE WATERFRONT RESIDENTIAL 2 (WF2) ZONE TO THE RURAL RESIDENTIAL (RR) ZONE



THIS IS SCHEDULE "1" TO BY-LAW No. 20-2024

MUNICIPALITY OF WHITESTONE

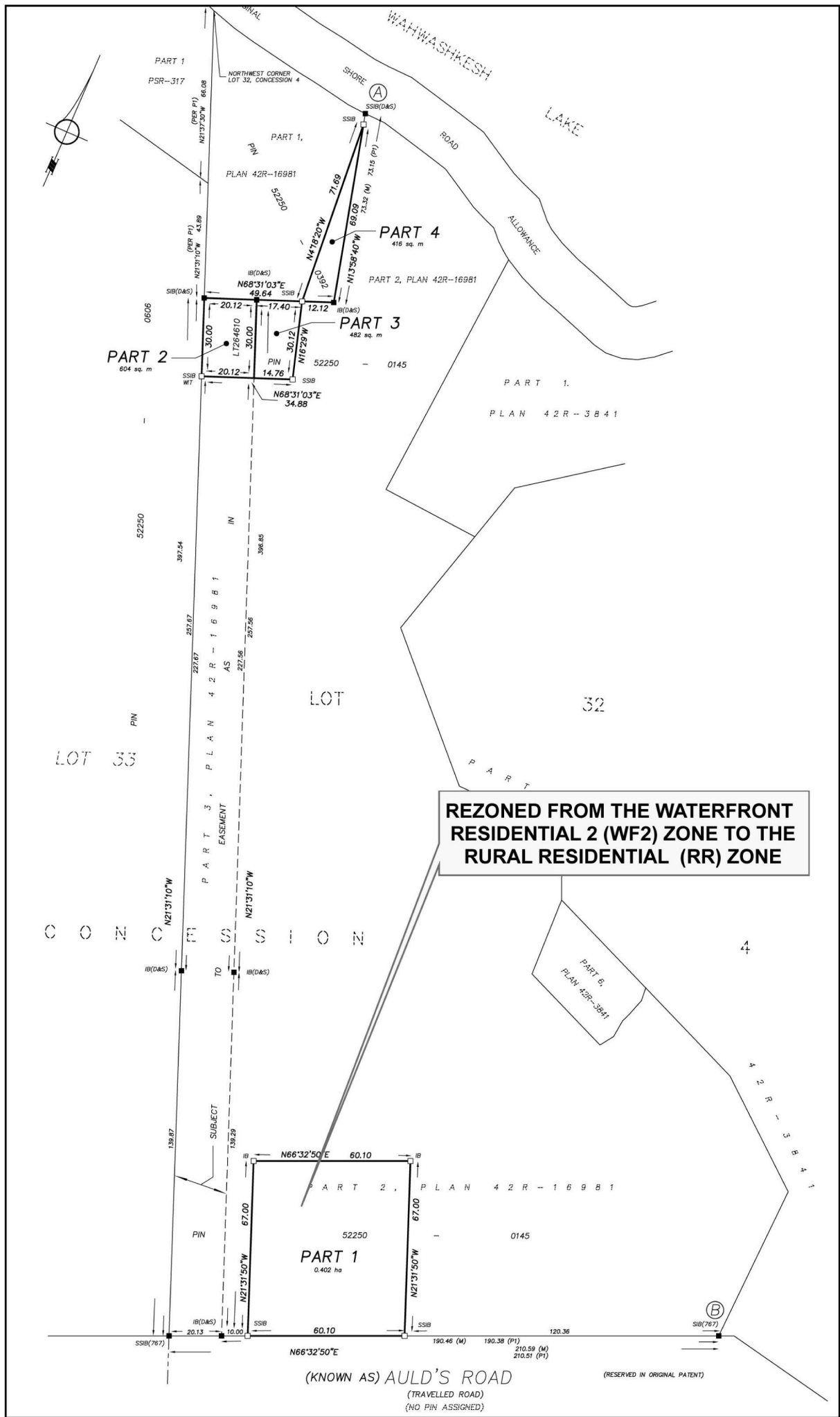
PASSED THIS 21st DAY OF MAY, 2024

Mayor

George Comrie

CAO/Clerk

Michelle Hendry



**REZONED FROM THE WATERFRONT  
RESIDENTIAL 2 (WF2) ZONE TO THE  
RURAL RESIDENTIAL (RR) ZONE**

**THIS IS SCHEDULE "2" TO BY-LAW No. 20-2024**

**MUNICIPALITY OF WHITESTONE**

**PASSED THIS 21st DAY OF May, 2024**

**Mayor**

**George Comrie**

**CAO/Clerk**

**Michelle Hendry**



21 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Paula Macri, Planning Assistant

**Report Date:** May 13, 2024

**Council Agenda:** May 21, 2024

**Re:** BENNETT, Gordon & Gabriele, MCILWEE, James & Deborah and  
 MUNCY, James & Catheryn  
**Purchase of Shore Road Allowance**

### Background:

On or about September 12, 2023, the Municipality received a Group Application together with the applicant fee from BENNETT, Gordon & Gabriele, MCILWEE, James & Deborah and MUNCY, James & Catheryn in regards to purchasing Shore Road Allowances.

At the Council meeting of January 16, 2024, the following resolution was passed:

#### **Resolution No. 2024-006**

**Moved by:** Councillor Brian Woods

**Seconded by:** Councillor Joe Lamb

### 5.2 Planning Matters

#### 5.2.1 Group Application to Purchase and Close Shore Road Allowance, MCILWEE/BENNETT/MUNCY

**WHEREAS** John Jackson, Planner Inc. has prepared a report on behalf of the Council of the Municipality of Whitestone regarding the purchase of a Shore Road Allowance and provided a copy to the Municipality of Whitestone;

**AND WHEREAS** the Council of the Municipality of Whitestone receives this report as information;

**AND WHEREAS** an application has been submitted by Gordon and Gabriele Bennett for the closing and acquisition of the shore road allowance fronting Lot 9, Plan 42M-628, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound;

**AND WHEREAS** an application has been submitted by James Kerr Mcilwee and Deborah Mcilwee for the closing and acquisition of the shore road allowance

fronting Lot 8, Plan 42M-628, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound;

**AND WHEREAS** an application has been submitted by James Kenneth Muncy Jr. and Catheryn Marie Muncy for the closing and acquisition of the shore road allowance fronting Part Lot 27, Concession 6 being Parts 2, 3, 4, 5, & 6, Plan 42R-20061, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound;

**AND WHEREAS** there are no Official Plan conflicts, environmental concerns or planning issues with respect to these applications;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone approves in principle, the closure and acquisition of the shore road allowances subject to:

- 1. Current practices and procedures and the payment of fees in accordance with the current Municipal fees and charges By-law, for closing of Shore Road Allowances.

**Recorded Vote (per Section 3.20, Procedural By-law 80-2023):**

		YEAS	NAYS	ABSTAIN
Councillor,	Scott Nash	X		
Councillor,	Brian Woods	X		
Councillor,	Janice Bray	X		
Councillor,	Joe Lamb	X		
Mayor,	George Comrie	X		

**Carried**

**January 18, 2024**

Letter sent to Ben Prichard, municipal lawyer advising that Resolution No. 2024-06 was passed by Council and enclosing the application and relevant material for processing.

**February 1, 2024**

The Municipality received a copy of the deposited Reference Plan No. 42R-22407.

**March 2024**

The applicants submitted payment in regards to the cost of the Shore Road Allowances.

**April 15, 2024**

The Municipality received a Notice, draft By-law, and Statutory Declaration from Ben Prichard's office. The Notice was posted on the Municipal website and the public bulletin board at the Municipal Office on April 15, 2024. The notice was also published with the Parry Sound North Star online April 18, 2024.

**Next Steps:**

**May 21, 2024**

The By-law to close and stop up those parts of the original shore road allowance to be passed by Council on the May 21, 2024 at the Regular Council meeting.

## **ATTACHMENTS**

### **Attachment 1**

Report from John Jackson, Planner dated December 13, 2023

### **Attachment 2**

42R-22407

**MEMO TO COUNCIL**

**SHORE ROAD ALLOWANCE APPLICATION**

**APPLICANTS: McIlwee/Bennett/Muncy**

**Part of Lots 27, Concession 5, 6**

**Geographic Township of McKenzie**

**Lots 8 & 9 Plan 42M-628**

**Lake Wahwashkesh**

**Roll #'s 050 004 08210**

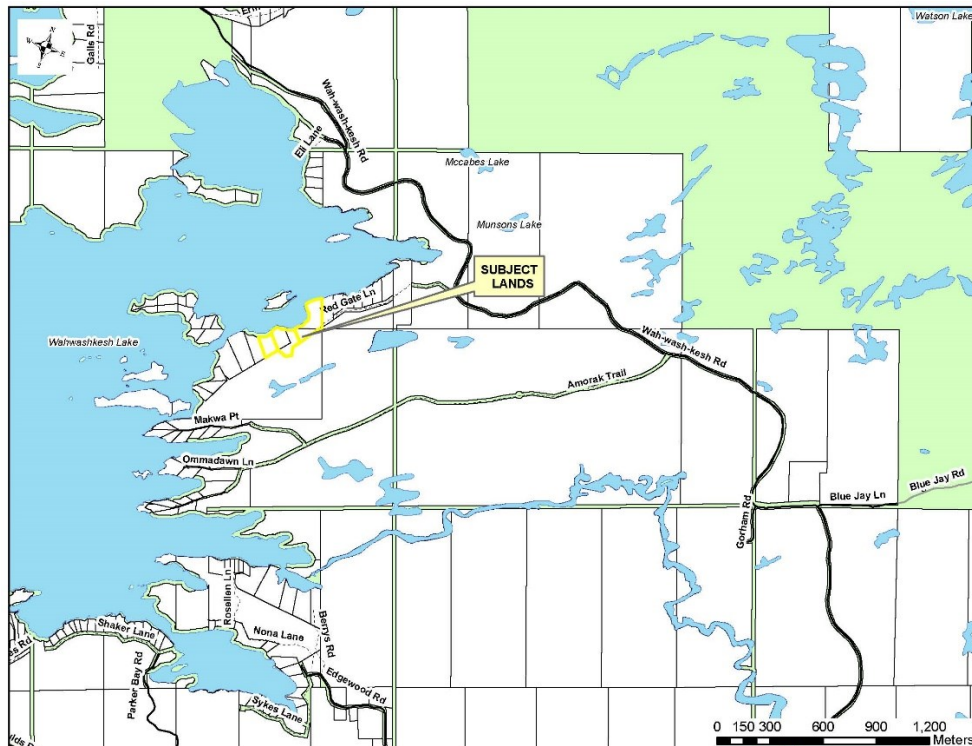
**050 004 08205**

**050 005 01000**

**December 13, 2023**

**BACKGROUND/PURPOSE**

Three property owners on Lake Wahwashkesh have filed a group application to close their respective shore road allowances fronting on the lake (Muncy, Bennett and McIlwee).



The three owners are hoping to acquire the shore road allowance fronting their lakefront properties in accordance with the Municipality’s policies and procedures.

## **OFFICIAL PLAN**

Section 9.08 of the official plan outlines the Municipality’s policy respecting shore road allowances.

### ***“9.08 Shore Road Allowances***

***9.08.1 Shore road allowances are present on a number of lakes in the Municipality. The Municipality is prepared to stop and sell these shore road allowances to the riparian land owners.***

***9.08.2 That part of the shore road allowance below the controlled high water mark will be retained by the Municipality.***

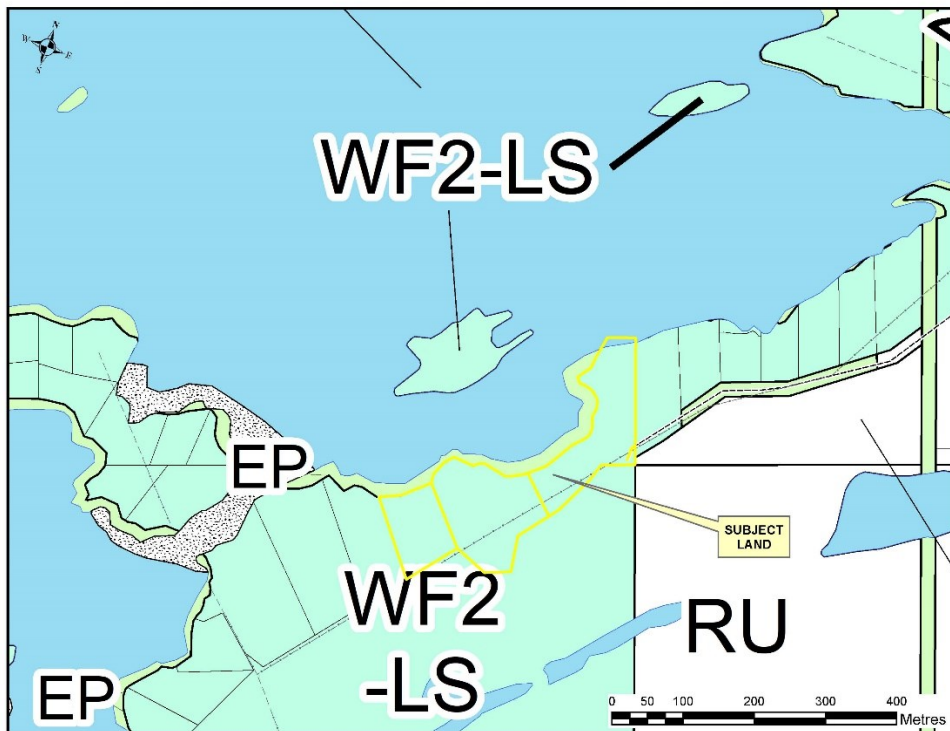
***9.08.3 That part of the shore road allowance identified as having any environmental feature may be retained by the Municipality.***

***9.08.4 No shore road allowance will be stopped up and sold to the riparian land owner where it is used for access by an adjoining property owner or where the sale will have a negative impact on an adjoining property owner.***

The proposed application would appear to comply with these policies.

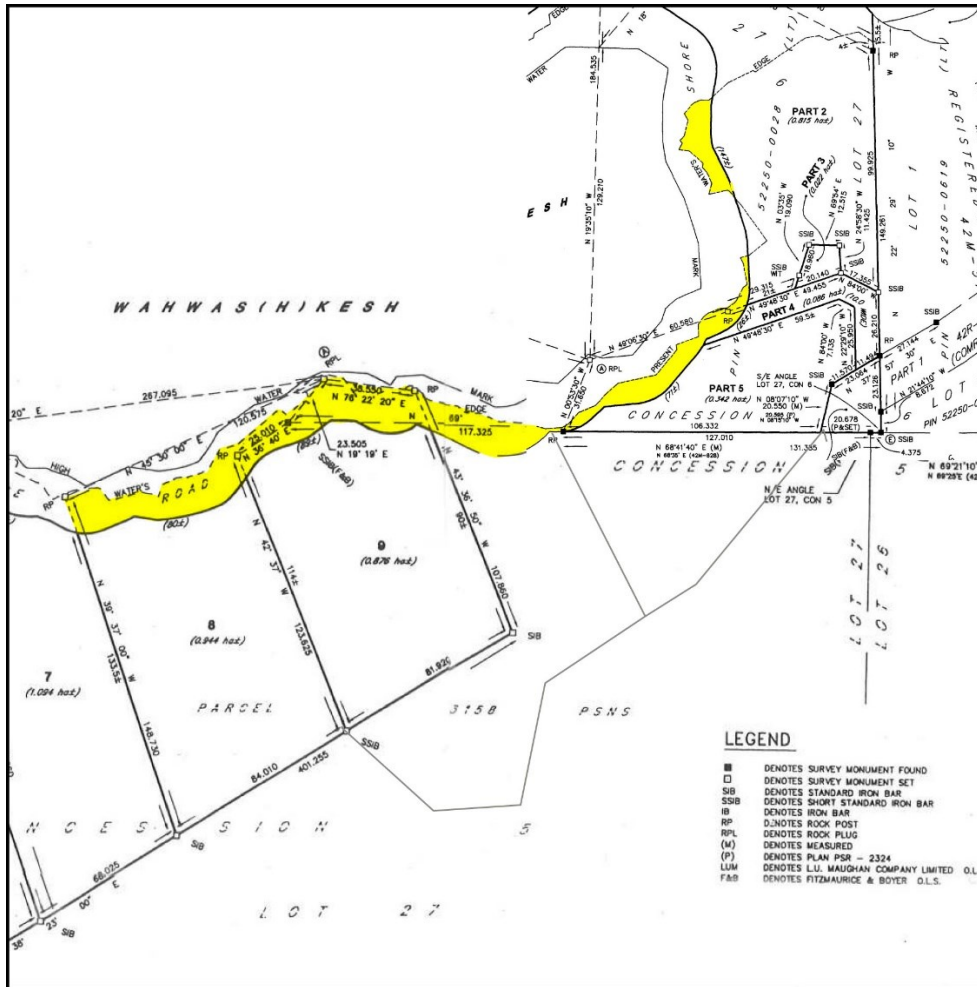
## **ZONING**

The subject lands are zoned Waterfront Residential 2 – Limited Services (WF2-LS)





The shore road allowances that qualify for sale are outlined in yellow on the survey(s) below.



The air photo illustrates no aquatic vegetation.



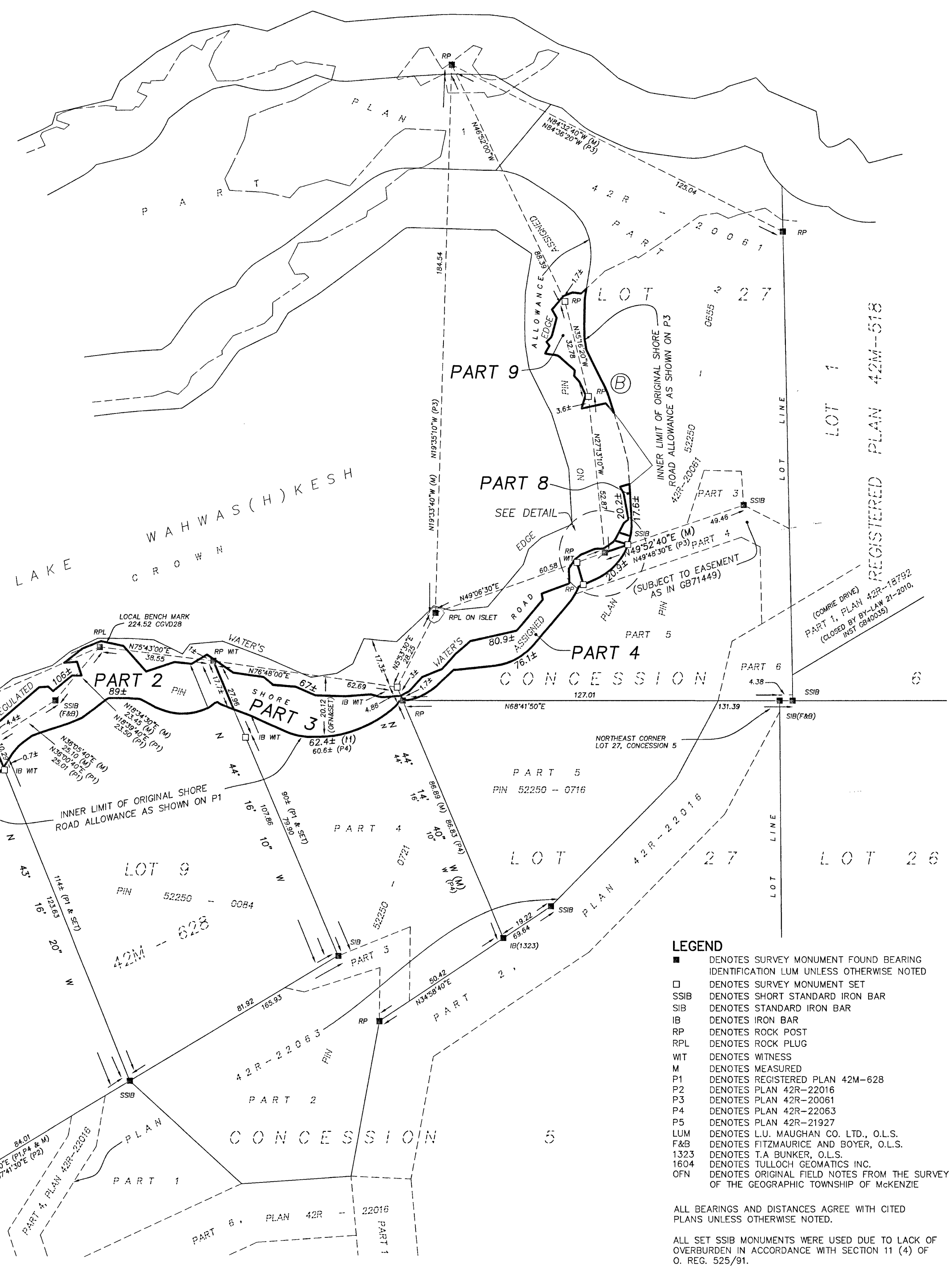
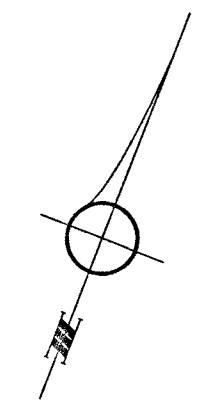
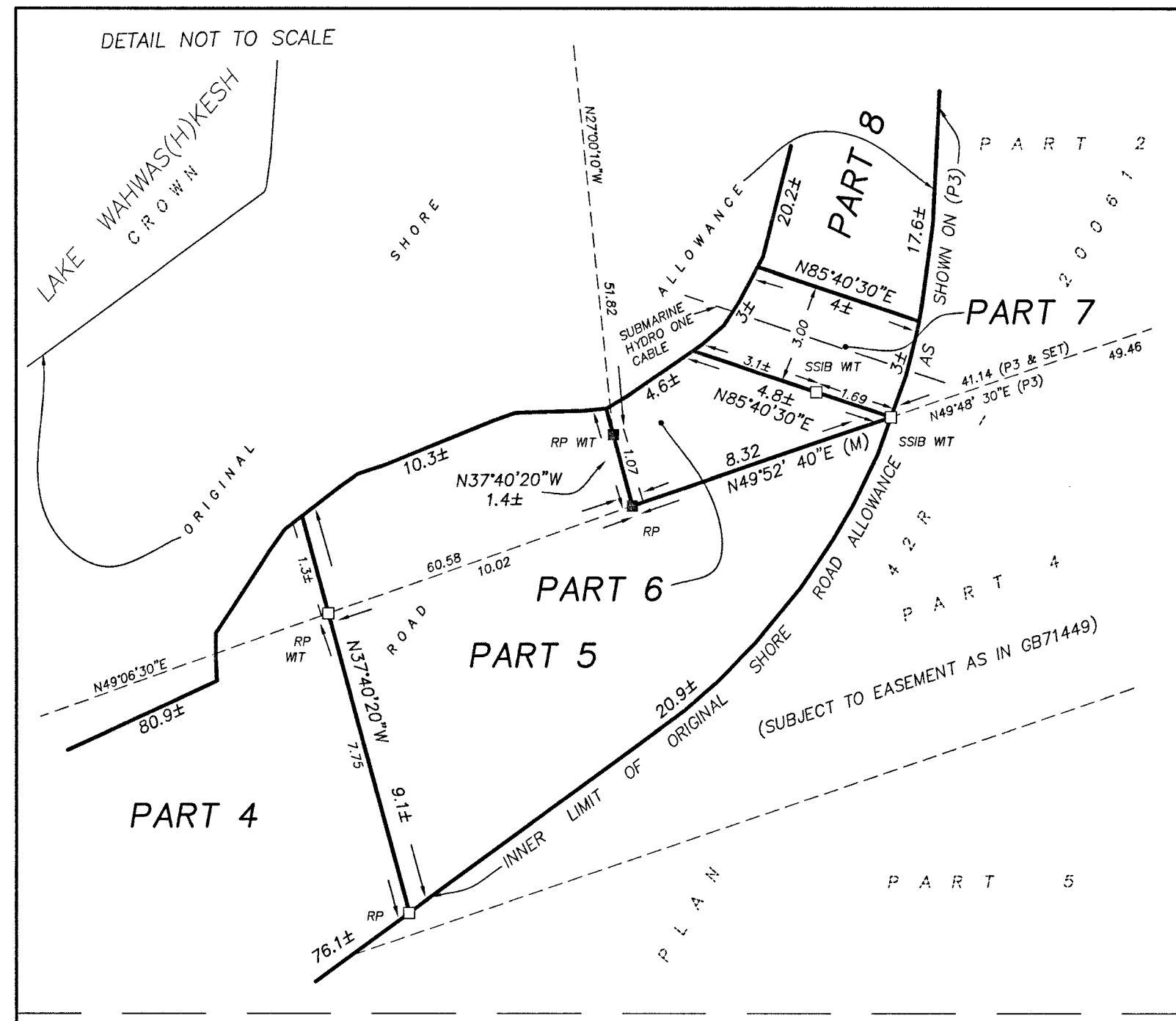
## **RECOMMENDATION**

It is recommended that the Council of the Corporation of the Municipality of Whitestone have no objection to the stopping up and selling those portions of the shore road allowance fronting on Part of Lot 27, Concession 5 & 6 as applied for by McIlwee, Bennett and Muncy subject to the practises and procedures of the Municipality for closing shore road allowance.

Respectfully submitted,

A handwritten signature in blue ink that reads "John Jackson". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

John Jackson M.C.I.P., R.P.P.  
JJ; jc



**LAKE WAHWAS(H)KESH - NOTE**  
 THE LIMIT OF LAKE WAHWAS(H)KESH LAKE AS SHOWN HEREON IS THE BEST AVAILABLE EVIDENCE OF THE ORIGINAL WATER'S EDGE EXISTING AT THE TIME OF THE ORIGINAL SURVEY OF THE TOWNSHIP OF MCKENZIE.

BENCH MARK McE-1  
 ELEVATION - 227.055 GSC (MNR) - 226.132 CGVD28

ORIGINAL WATER'S EDGE  
 ELEVATION - 223.48 GSC (MNR) - 222.56 CGVD28

REGULATED WATER LEVEL  
 ELEVATION - 224.7 CGVD28

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND BEARING IDENTIFICATION LUM UNLESS OTHERWISE NOTED
  - DENOTES SURVEY MONUMENT SET
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - SIB DENOTES STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - RP DENOTES ROCK POST
  - RPL DENOTES ROCK PLUG
  - WT DENOTES WITNESS
  - M DENOTES MEASURED
  - P1 DENOTES REGISTERED PLAN 42M-628
  - P2 DENOTES PLAN 42R-22016
  - P3 DENOTES PLAN 42R-20061
  - P4 DENOTES PLAN 42R-22063
  - P5 DENOTES PLAN 42R-21927
  - LUM DENOTES L.U. MAUGHAN CO. LTD., O.L.S.
  - F&B DENOTES FITZMAURICE AND BOYER, O.L.S.
  - 1323 DENOTES T.A. BUNKER, O.L.S.
  - 1604 DENOTES TULLOCH GEOMATICS INC.
  - OFN DENOTES ORIGINAL FIELD NOTES FROM THE SURVEY OF THE GEOGRAPHIC TOWNSHIP OF MCKENZIE
- ALL BEARINGS AND DISTANCES AGREE WITH CITED PLANS UNLESS OTHERWISE NOTED.
- ALL SET SSIB MONUMENTS WERE USED DUE TO LACK OF OVERBURDEN IN ACCORDANCE WITH SECTION 11 (4) OF O. REG. 525/91.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

**PLAN 42R22407**  
 RECEIVED AND DEPOSITED

DATE JAN 30/2024 DATE 2024-02-01

*Gavin R. Tyler*  
 GAVIN R. TYLER  
 ONTARIO LAND SURVEYOR

*R. Koudyuk*  
 REPRESENTATIVE FOR THE  
 LAND REGISTRAR FOR THE  
 LAND TITLES DIVISION  
 OF PARRY SOUND (No. 42)

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA (ha±)
1				0.111
2		PART OF THE ORIGINAL SHORE ROAD ALLOWANCE IN FRONT OF LOT 27, CONCESSION 5		0.124
3				0.074
4			NO PIN ASSIGNED	0.050
5				0.012
6		PART OF THE ORIGINAL SHORE ROAD ALLOWANCE IN FRONT OF LOT 27, CONCESSION 6		0.001
7				0.001
8				0.004
9				0.036

PLAN OF SURVEY OF  
 PART OF THE ORIGINAL SHORE  
 ROAD ALLOWANCE IN FRONT OF  
 LOT 27, CONCESSIONS 5 AND 6  
 GEOGRAPHIC TOWNSHIP OF MCKENZIE  
**MUNICIPALITY OF WHITESTONE**  
 DISTRICT OF PARRY SOUND

SCALE 1 : 1000 METRES

**BEARING NOTES**  
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17, NAD83(CSRS)(2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:  
 P1 - 0°39'20" COUNTER-CLOCKWISE

**DISTANCE NOTES - METRIC**  
 DISTANCES ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999642.

**SURVEYOR'S CERTIFICATE**  
 I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON DECEMBER 22, 2023.

JAN 30/2024 *Gavin R. Tyler*  
 DATE GAVIN R. TYLER, O.L.S.

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-68465

**INTEGRATION DATA**

OBSERVED REFERENCE POINTS DERIVED FROM GPS OBSERVATIONS USING A REAL TIME NETWORK AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRS)(2010).

RURAL ACCURACY PER SEC. 14(2), O.REG. 216/10.

POINT ID	NORTHING	EASTING
A	5061179.90	576540.77
B	5061517.36	576852.58

CAUTION: COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: WS | DRAWN BY: BG | CHECKED BY: GT | PLOT DATE: Jan. 9, 2024.  
 FILE NAME: A-043248-RPLAN-v4 Esri files available at ProtectYourBoundaries.ca

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

BY-LAW NO. 21-2024

---

To close and stop up that part of the original shore road allowance along the shores of Lake Wahwashkesh, in front of Lot 27, Concessions 5 and 6, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound, designated as Parts 1 to 9, Plan 42R-22407 and to sell Parts 1 to 9, Plan 42R-22407

(Assessment Roll Number 49 39 050 004 08205 – BENNETT (Parts 2 & 3),  
Assessment Roll Number 49 39 050 004 08210 – MUNCY (Parts 4-9) and  
Assessment Roll Number 49 39 050 005 01000 – MCLIWEE (Part 1))

---

**WHEREAS** it is deemed expedient in the interest of the Corporation of the Municipality of Whitestone, hereinafter called the Corporation, that the original unopened shore road allowance described in Schedule A hereto be closed, and thereafter Parts 1 to 9, Plan 42R-22407 be sold and conveyed to the adjacent owners;

**AND WHEREAS** the adjacent owners have made a request to the Corporation for the purchase of part of the said original unopened shore road allowance designated as Parts 1 to 9, Plan 42R-22407;

**AND WHEREAS** public notice of the intention of the Corporation to close the said portion of the said shore road allowance has been made in accordance the municipality's By-laws regarding the same.

**AND WHEREAS** no persons have objected in writing to the closing or appeared before the Council claiming that his, her or its lands will be prejudicially affected by this By-law.

**AND WHEREAS** no person uses the road allowance for motor vehicle access to or from the person's land.

**AND WHEREAS** the road allowance does not abut land owned by the Crown in right of Canada or lead to or abut on the bridge, wharf, dock, quay or other work owned by the Crown in right of Canada.

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

1. **THAT** upon and after the passing of this By-law that part of the original unopened shore road allowance described in Schedule A hereto be, and the same is hereby closed and stopped up; and
2. **THAT** upon and after passing of this By-law that part of the road allowance described as Parts 1 to 9, Plan 42R-22407, be sold and conveyed by the Corporation to the adjacent owner or owners forthwith after this By-law comes into effect for other lawful consideration and the sum of One Dollar (\$1.00); and



## **SCHEDULE A**

Part of the original shore road allowance along the shores of Wahwashkesh Lake, in front of Lot 27, Concessions 5 and 6, Geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound, designated as Parts 1 to 9, Plan 42R-22407.



21 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Paula, Planning Assistant

**Report Date:** May 13, 2024

**Council Agenda:** May 21, 2024

**Re:** CROUCHER, Scott, CROUCHER, Martha, CROUCHER Holly Cornell and LANDRAY, Laura  
 Purchase of Shore Road Allowance on the Magnetawan River, Township of Burton

### Background:

On or about March 23, 2023, the Municipality received an application, along with the application fee, from the applicants regarding the purchase of the Shore Road Allowance on the Magnetawan River, Township of Burton.

At the Council meeting of May 16, 2023, the following resolution was passed:

#### **Resolution No. 2023-240**

**Moved by:** Councillor Janice Bray

**Seconded by:** Councillor Scott Nash

- 5.1.1 Application to Purchase and Close Shore Road Allowance, CROUCHER
- Memorandum from John Jackson, Planner dated April 12, 2023

**WHEREAS** John Jackson, Planner Inc. has prepared a report on behalf of the Council of the Municipality of Whitestone regarding the purchase of a Shore Road Allowance and provided a copy to the Municipality of Whitestone;

**AND WHEREAS** the Council of the Municipality of Whitestone receives this report as information;

**AND WHEREAS** an application has been submitted by Scott Croucher, Martha Croucher, Holly Cornell and Laura Landray for the closing and acquisition of the shore road allowance fronting Lot 39, Concession 14 in the geographic Township of Burton;

**AND WHEREAS** there are no Official Plan conflicts, environmental concerns or planning issues with respect to this application;



**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone approves in principle, the closure and acquisition of the shore road allowance fronting Lot 39, Concession 14 in the geographic Township of Burton, as applied for by Scott Croucher, Martha Croucher, Holly Cornell and Laura Landray and subject to:

- 1) Practices, procedures and fees of the Municipality for closing of Shore Road Allowances.

**Recorded Vote:**

	YEAS	NAYS	ABSTAIN
Councillor, Janice Bray	X		
Mayor George Comrie	X		
Councillor, Scott Nash		X	
Councillor, Brian Woods	X		
Deputy Mayor, Joe Lamb	X		

**Carried**

**June 9, 2023**

A letter along with relevant material for processing, was sent to Ben Prichard, Municipal lawyer for these types of matters, advising that Resolution No. 2023-240 was passed by Council.

**March 4, 2024**

The Municipality received a copy of the deposited Reference Plan No. 42R-22427.

**March 31, 2024**

The applicant submitted payment in regards to the cost of the Shore Road Allowances.

**April 15, 2024**

The Municipality received a Notice, draft By-law, and Statutory Declaration from Ben Prichard's office. The Notice was posted on the Municipal website and the public bulletin board at the Municipal Office on April 15, 2024. The notice was also published with the Parry Sound North Star online April 18, 2024.

**Next Steps:**

That the By-law to close and stop up those parts of the original shore road allowance be passed on May 21, 2024 at the Council meeting.

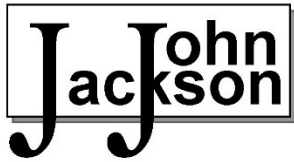
**ATTACHMENTS**

**Attachment 1**

Report from John Jackson, Planner dated April 12, 2023

**Attachment 2**

42R-22427



**APPLICATION TO CLOSE SHORE ROAD ALLOWANCE**

**PART OF LOT 39, CONCESSION 14**

**GEOGRAPHIC Township OF BURTON**

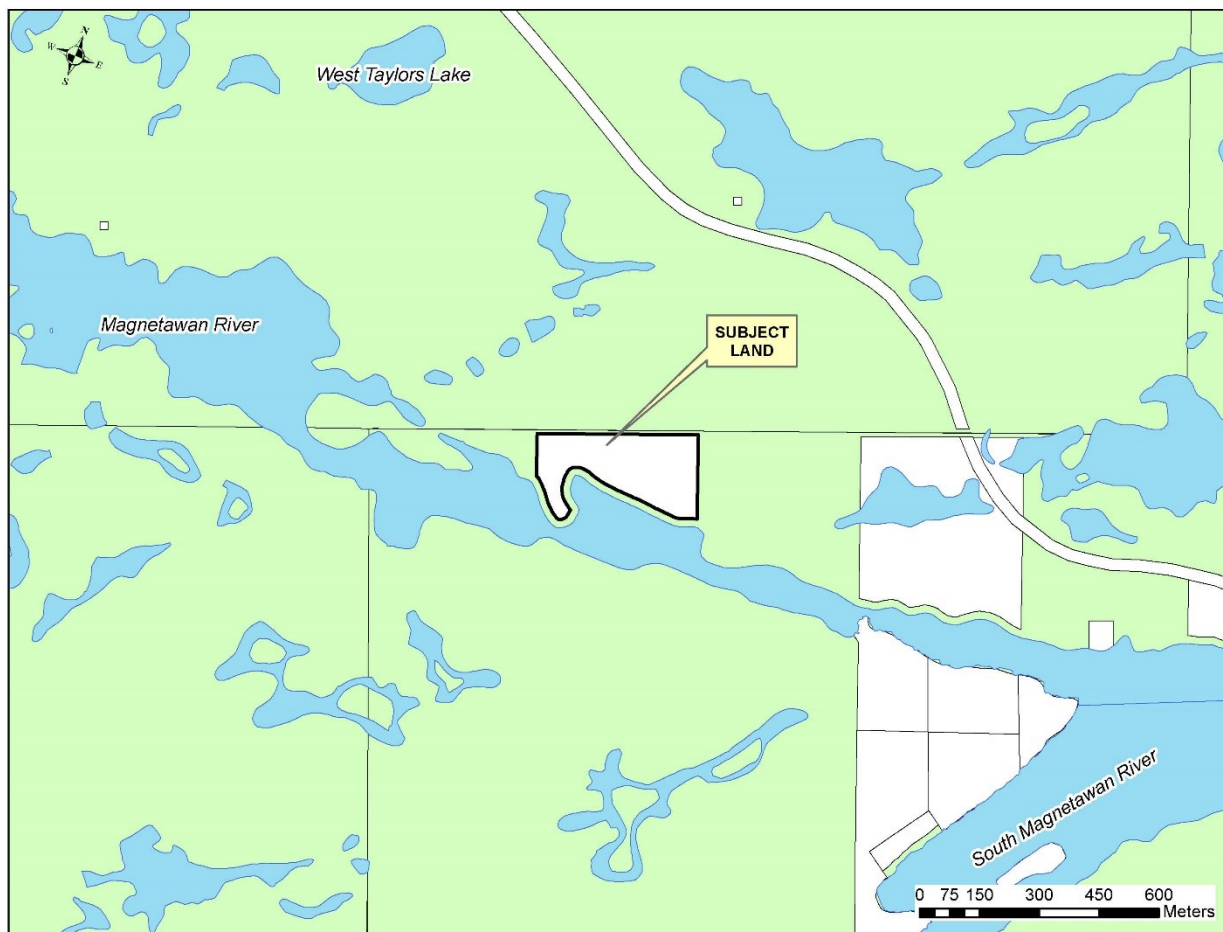
**MAGNETAWAN RIVER/9050 HARRIS LAKE**

**APPLICANTS: Scott and Martha Croucher**

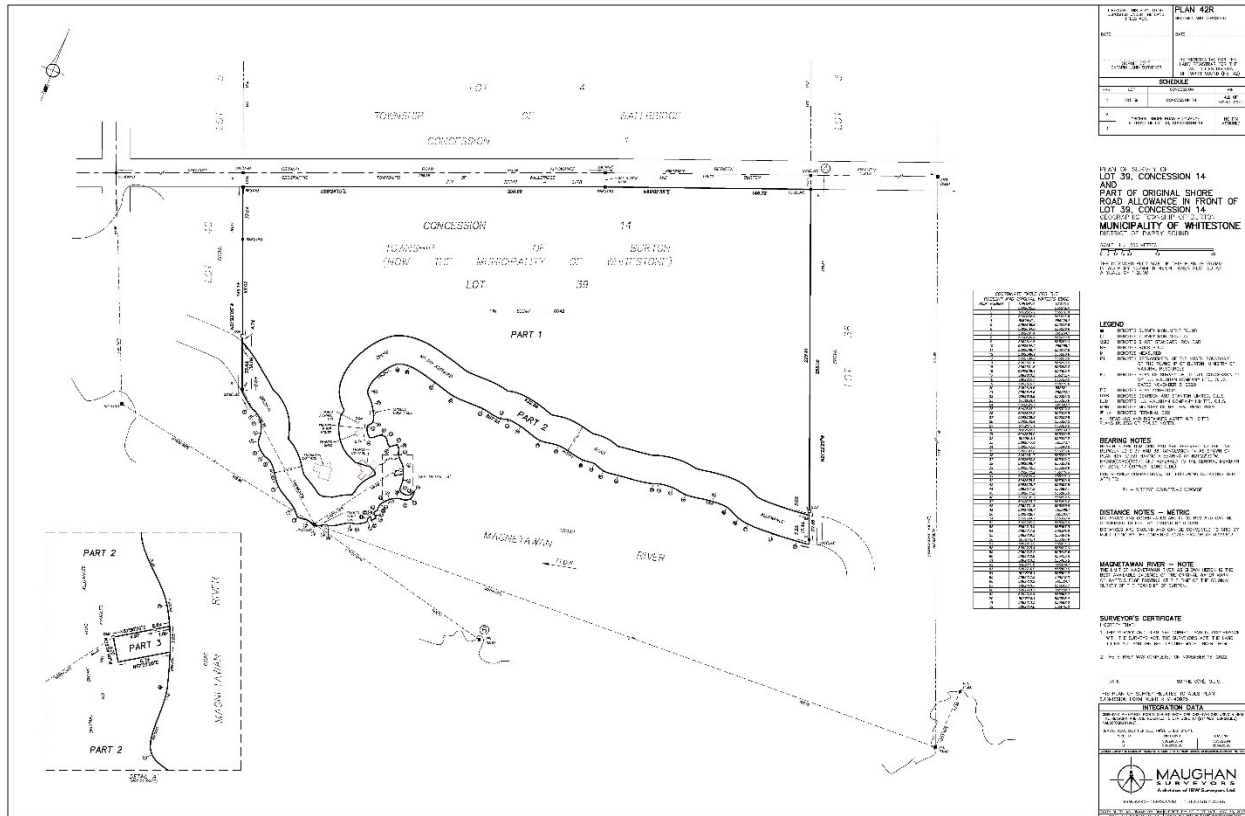
**APRIL 12, 2023**

**BACKGROUND**

The Crouchers have a parcel of land along the Magnetawan River in Burton Township.



It has been determined that the original high water mark is similar to the current water level. Therefore the entire width of the original shore road allowance is available for sale.



There would appear to be no flooded portions of the original shore road allowance.

## **OFFICIAL PLAN**

The Official Plan for the Municipality has a policy to allow the stopping up and selling shore road allowances to the abutting land owner.

### ***“9.08 Shore Road Allowances***

***9.08.1 Shore road allowances are present on a number of lakes in the Municipality. The Municipality is prepared to stop and sell these shore road allowances to the riparian land owners.***

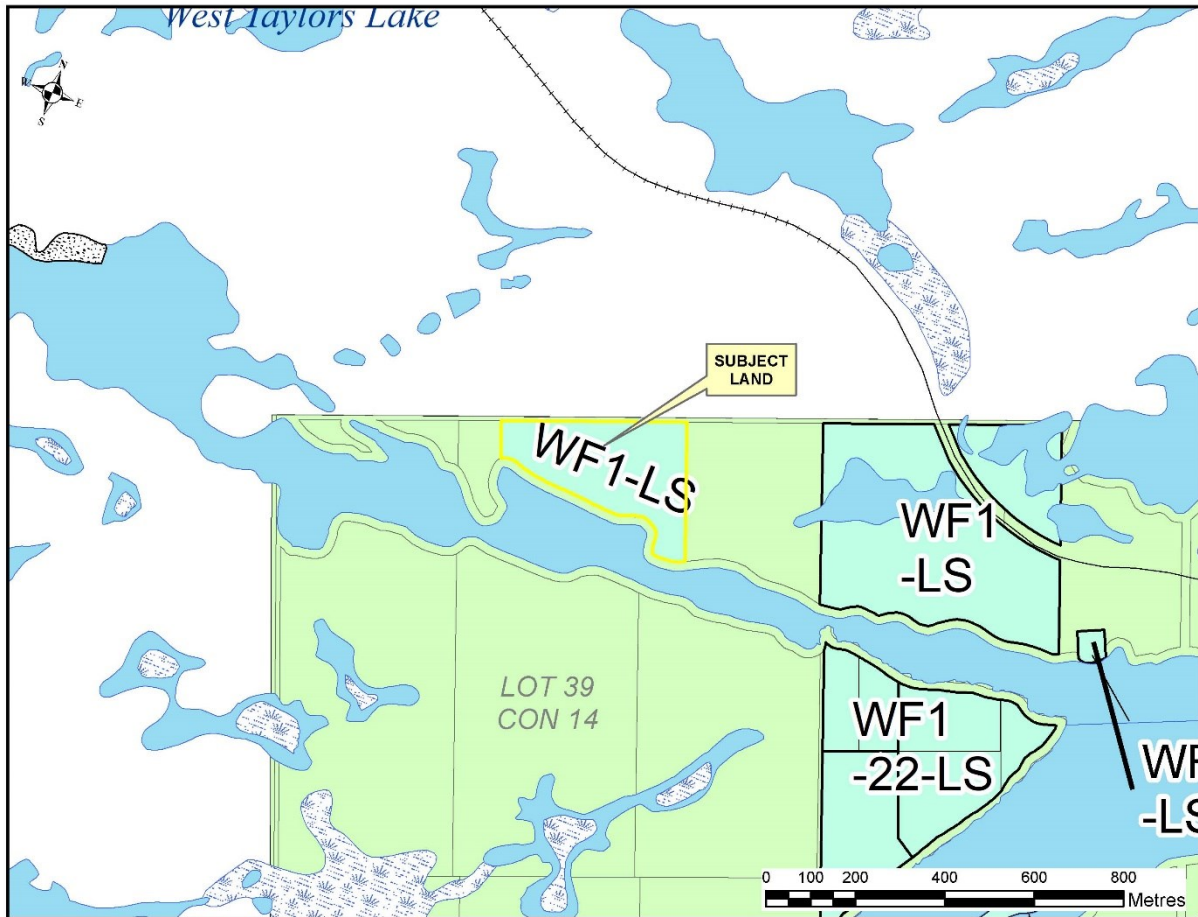
***9.08.2 That part of the shore road allowance below the controlled high water mark will be retained by the Municipality.***

***9.08.3 That part of the shore road allowance identified as having any environmental feature may be retained by the Municipality.***

***9.08.4 No shore road allowance will be stopped up and sold to the riparian land owner where it is used for access by an adjoining property owner or where the sale will have a negative impact on an adjoining property owner.”***

## **ZONING By-Law**

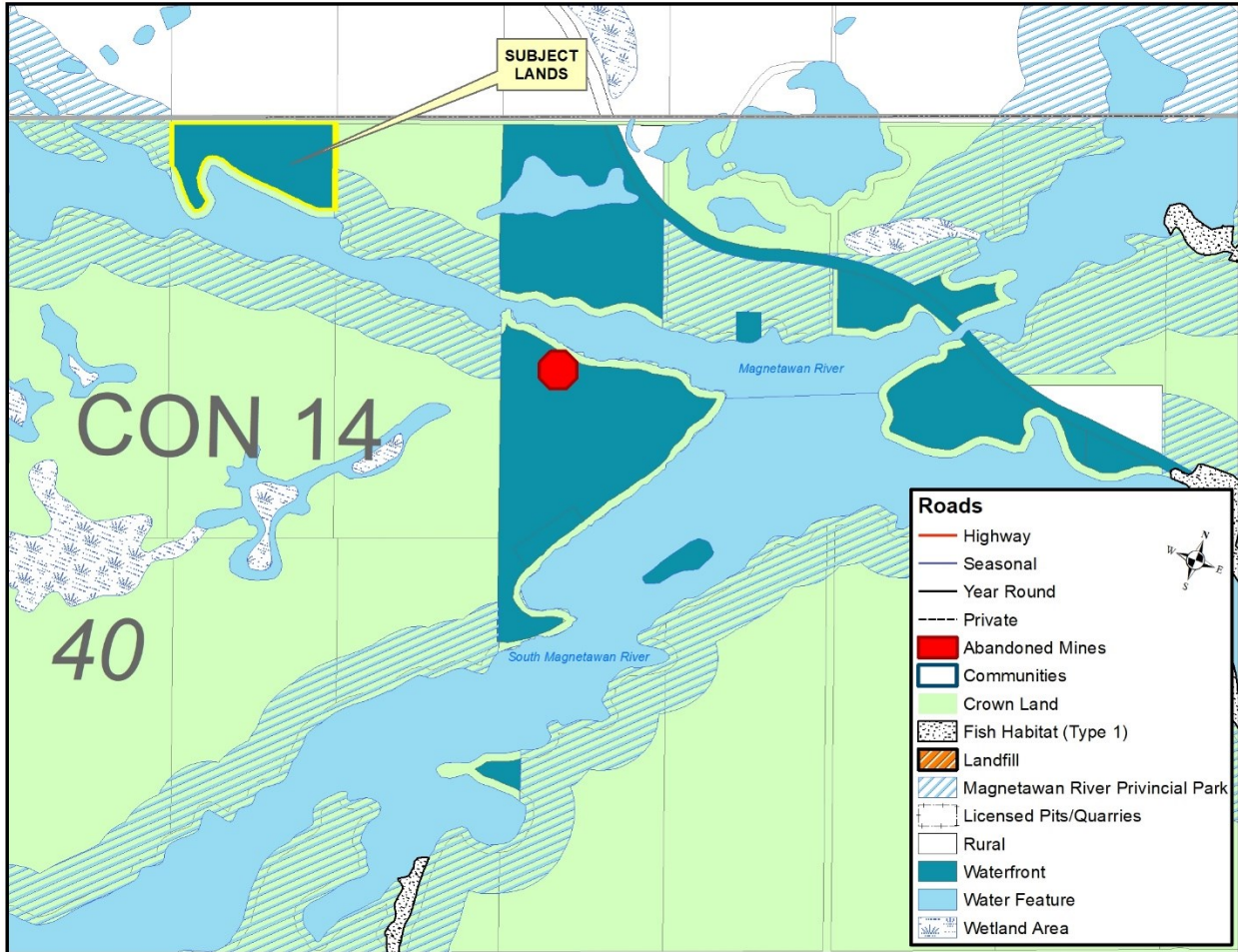
The Zoning of the property and adjacent waterfront illustrates no natural heritage features.





## **CONSENT TO NEIGHBOURS**

The subject property is surrounded by the Magnetawan Provincial Park that is fundamentally a passive use park.



Given that the application proposes straight line extensions, there would appear no need for neighbouring property owner consent.

**CONCLUSION / RECOMMENDATION**

That the application by Mr. and Mrs. Croucher to stop up, close and acquire the shore road allowance in front of their lands in Lot 39, Concession 14, in the geographic township of Burton be approved in principle subject to following the shore road allowance closing rules, practises and procedures of the Municipality.

Respectfully,

John Jackson M.C.I.P., R.P.P.  
JJ; jc

PLAN 42R22427  
 RECEIVED AND DEPOSITED  
 DATE March 1, 2024 DATE March 4, 2024  
*Sophie Cote*  
 SOPHIE COTE  
 ONTARIO LAND SURVEYOR  
*Maureen*  
 REPRESENTATIVE FOR THE  
 LAND REGISTRAR FOR THE  
 LAND TITLES DIVISION  
 OF PARRY SOUND (No. 42)

SCHEDULE			
PART	LOT	CONCESSION	PIN
1	LOT 39	CONCESSION 14	ALL OF 52247-0042
2	ORIGINAL SHORE ROAD ALLOWANCE IN FRONT OF LOT 39, CONCESSION 14		NO PIN ASSIGNED
3			

PLAN OF SURVEY OF  
 LOT 39, CONCESSION 14  
 AND  
 PART OF ORIGINAL SHORE  
 ROAD ALLOWANCE IN FRONT OF  
 LOT 39, CONCESSION 14  
 GEOGRAPHIC TOWNSHIP OF BURTON  
 MUNICIPALITY OF WHITESTONE  
 DISTRICT OF PARRY SOUND

SCALE 1 : 1000 METRES  
 0 5 10 15 20 40 80  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 915MM  
 IN WIDTH BY 610MM IN HEIGHT WHEN PLOTTED AT  
 A SCALE OF 1:1000

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT SET
  - SSB DENOTES SHORT STANDARD IRON BAR
  - RPL DENOTES ROCK PLUG
  - M DENOTES MEASURED
  - P1 DENOTES RETRACEMENT SURVEY OF NORTH BOUNDARY OF THE TOWNSHIP OF BURTON, MINISTRY OF NATURAL RESOURCES
  - P2 DENOTES PLAN OF SURVEY OF LOT 39, CONCESSION 14 BY L.J. MAUGHAN COMPANY LTD., O.L.S. DATED NOVEMBER 3, 2020
  - P3 DENOTES PLAN 42R-21521
  - D&S DENOTES DEARDEN AND STANTON LIMITED, O.L.S.
  - LUM DENOTES L.J. MAUGHAN COMPANY LIMITED, O.L.S.
  - MNR DENOTES MINISTRY OF NATURAL RESOURCES

ALL BEARINGS AND DISTANCES AGREE WITH CITED  
 PLANS UNLESS OTHERWISE NOTED.

**BEARING NOTES**  
 BEARINGS ARE UTM GRID AND ARE REFERRED TO THE LINE BETWEEN LOTS 37 AND 38, CONCESSION 14 AS SHOWN ON PLAN 42R-21521 HAVING A BEARING OF N21°22'30"W, NAD83(CSRS)(1997) AND REFERRED TO THE CENTRAL MERIDIAN OF ZONE 17 (81° WEST LONGITUDE).  
 FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:  
 P1 - 0°38'25" COUNTER-CLOCKWISE

**DISTANCE NOTES - METRIC**  
 DISTANCES AND COORDINATES ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999913.

**MAGNETAWAN RIVER - NOTE**  
 THIS SECTION OF THE MAGNETAWAN RIVER IS NOT ARTIFICIALLY REGULATED.

FOR THE PURPOSES OF RETRACING THE INNER LIMIT OF THE SHORE ROAD ALLOWANCE ALONG THE MAGNETAWAN RIVER THE PRESENT WATER'S EDGE AS SURVEYED AND SHOWN HEREON WAS ACCEPTED AS THE BEST AVAILABLE EVIDENCE OF THE ORIGINAL WATER'S EDGE EXISTING AT THE TIME OF THE ORIGINAL SURVEY OF THE TOWNSHIP OF BURTON.

THE WATERSIDE LIMITS OF PARTS 2 AND 3 ARE THE AMBULATORY WATER'S EDGE OF THE MAGNETAWAN RIVER.

**SURVEYOR'S CERTIFICATE**

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  - THE SURVEY WAS COMPLETED ON NOVEMBER 18, 2022.

March 1, 2024 *Sophie Cote*  
 DATE SOPHIE COTE, O.L.S.

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-40925.

**INTEGRATION DATA**

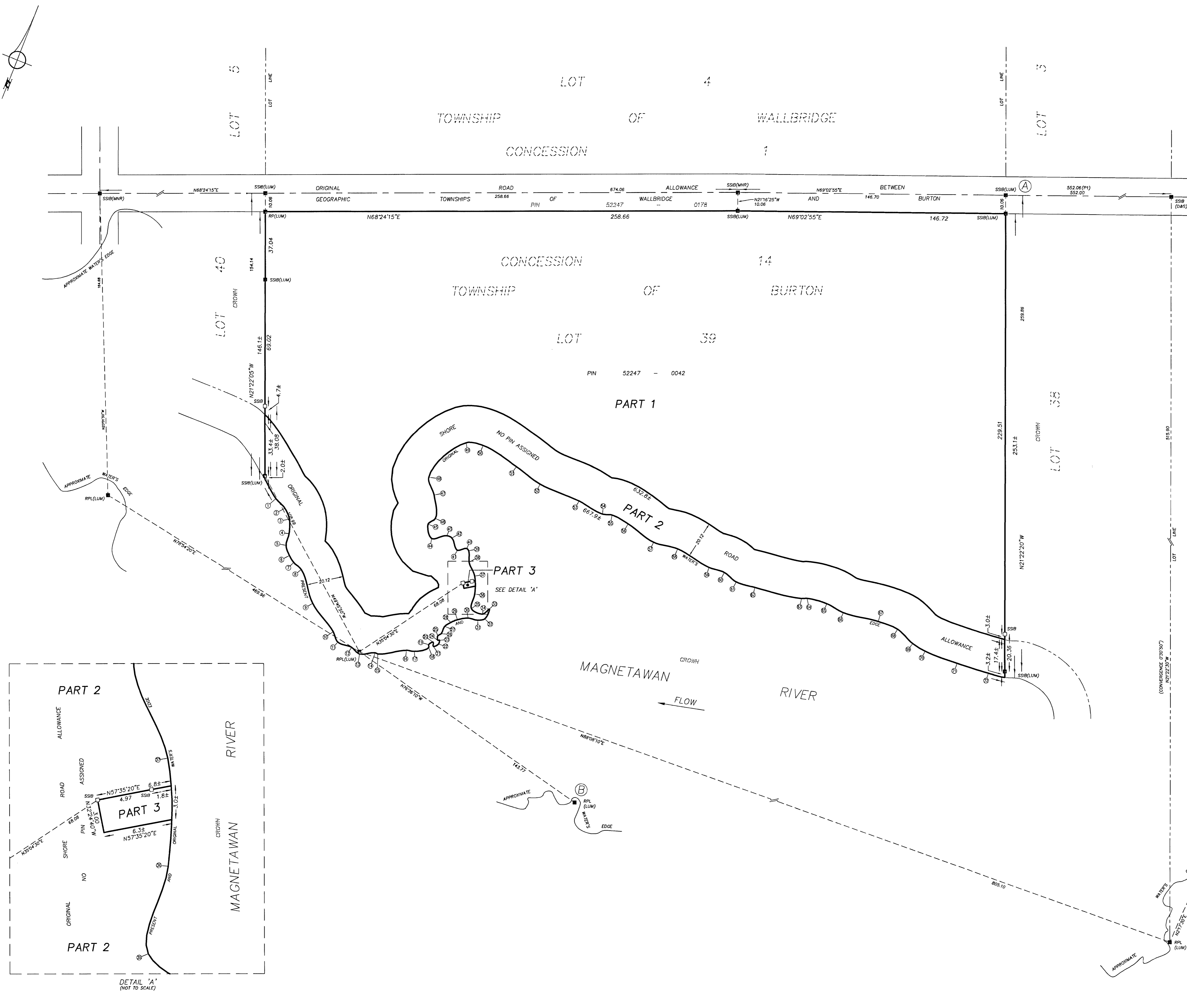
OBSERVED REFERENCE POINTS DERIVED FROM GPS OBSERVATIONS USING A REAL TIME NETWORK AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRS)(1997).

POINT ID	NORTHING	EASTING
A	505523.41	555234.41
B	5052960.74	555423.20

CAUTION: COORDINATES CANNOT BE RELIABLY USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

IBW SURVEYORS  
 IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: WS | DRAWN BY: DKM | CHECKED BY: SC | PLOT DATE: FEB. 13, 2024  
 FILE NAME: A-036198\_RPLAN\_V5\_1.copies available at LandSurveyRecords.com



**COORDINATE TABLE FOR THE PRESENT AND ORIGINAL WATER'S EDGE**

POINT NUMBER	NORTHING	EASTING
1	5062660.3	555212.4
2	5062657.7	555218.8
3	5062652.5	555223.4
4	5062645.7	555226.1
5	5062638.6	555226.9
6	5062634.0	555230.6
7	5062631.4	555234.1
8	5062629.3	555235.5
9	5062614.5	555252.0
10	5062604.2	555268.1
11	5062599.7	555272.6
12	5062599.9	555280.6
13	5062598.0	555285.9
14	5062601.8	555293.6
15	5062601.8	555295.2
16	5062609.4	555309.2
17	5062610.3	555313.4
18	5062613.3	555320.0
19	5062616.7	555329.4
20	5062618.8	555327.1
21	5062616.8	555322.1
22	5062618.9	555324.2
23	5062621.1	555323.9
24	5062620.7	555323.1
25	5062622.9	555322.2
26	5062624.8	555323.5
27	5062629.2	555323.9
28	5062632.4	555326.2
29	5062635.1	555328.0
30	5062635.1	555334.1
31	5062639.0	555339.5
32	5062641.1	555342.7
33	5062647.0	555343.1
34	5062643.0	555340.6
35	5062643.6	555333.9
36	5062651.7	555332.7
37	5062660.8	555328.0
38	5062666.7	555323.5
39	5062672.5	555320.9
40	5062673.9	555319.5
41	5062670.4	555315.0
42	5062675.8	555309.8
43	5062675.7	555306.8
44	5062671.2	555299.7
45	5062672.8	555295.0
46	5062669.2	555297.6
47	5062693.7	555292.2
48	5062701.8	555285.9
49	5062726.7	555298.1
50	5062728.7	555307.1
51	5062724.7	555306.4
52	5062720.6	555343.9
53	5062719.9	555367.3
54	5062717.9	555381.8
55	5062719.3	555386.6
56	5062718.1	555396.9
57	5062713.9	555413.3
58	5062715.4	555427.0
59	5062712.2	555446.6
60	5062712.8	555455.5
61	5062710.3	555463.5
62	5062711.2	555474.1
63	5062714.9	555500.0
64	5062716.1	555500.7
65	5062717.5	555513.9
66	5062716.2	555524.1
67	5062718.7	555543.7
68	5062718.7	555555.1
69	5062714.4	555565.7
70	5062713.1	555573.4
71	5062713.3	555582.2
72	5062714.6	555610.0

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

By-law No. 22-2024

---

To close and stop up that part of the original shore road allowance along the shores of the Magnetawan River, in front of Lot 39, Concession 14, geographic Township of Burton, now Municipality of Whitestone, District of Parry Sound, designated as Parts 2 and 3, Plan 42R-22427 and to sell Parts 2 and 3, Plan 42R-22427

(Assessment Roll Number 49 39 040 006 07901 - CROUCHER, Scott, CROUCHER, Martha, CROUCHER Holly Cornell and LANDRAY, Laura)

---

**WHEREAS** it is deemed expedient in the interest of the Corporation of the Municipality of Whitestone, hereinafter called the Corporation, that the original unopened shore road allowance described in Schedule A hereto be closed, and thereafter Parts 2 and 3, Plan 42R-22427 be sold and conveyed to the adjacent owners;

**AND WHEREAS** the adjacent owners have made a request to the Corporation for the purchase of part of the said original unopened shore road allowance designated as Parts 2 and 3, Plan 42R-22427;

**AND WHEREAS** public notice of the intention of the Corporation to close the said portion of the said shore road allowance has been made in accordance the municipality's by-laws regarding the same.

**AND WHEREAS** no persons have objected in writing to the closing or appeared before the Council claiming that his, her or its lands will be prejudicially affected by this By-law.

**AND WHEREAS** no person uses the road allowance for motor vehicle access to or from the person's land.

**AND WHEREAS** the road allowance does not abut land owned by the Crown in right of Canada or lead to or abut on the bridge, wharf, dock, quay or other work owned by the Crown in right of Canada.

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

1. **THAT** upon and after the passing of this By-law that part of the original unopened shore road allowance described in Schedule A hereto be, and the same is hereby closed and stopped up; and
2. **THAT** upon and after passing of this By-law that part of the road allowance described as Parts 2 and 3, Plan 42R-22427, be sold and conveyed by the Corporation to the adjacent owner or owners forthwith after this By-law comes into effect for other lawful consideration and the sum of One Dollar (\$1.00); and
3. **THAT** the road allowance described in Schedule A hereto is declared surplus; and





## **SCHEDULE A**

Part of the original shore road allowance along the shores of the Magnetawan River, in front of Lot 39, Concession 14, geographic Township of Burton, now Municipality of Whitestone, District of Parry Sound, designated as Parts 2 and 3, Plan 42R-22427



21 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council  
**From:** Paula Macri, Planning Assistant  
**Report Date:** May 13, 2024  
**Council Agenda:** May 21, 2024  
**Re:** GORRIE, Carol  
 Consent Application B22/2023(W)  
**Status of Conditions of Approval**

### Background

At the Regular Council meeting of September 19, 2023, the following resolution was passed:

**Resolution No. 2023-447**

**Moved by:** Councillor Joe Lamb

**Seconded by:** Councillor Brian Woods

5.1.1 Consent Application B22/2023(W), GORRIE, Carol

**WHEREAS** John Jackson, Planner Inc. has prepared a report dated August 15, 2023 for the Parry Sound Area Planning Board regarding Consent Application B22/2023(W) – GORRIE, Carol and provided a copy to the Municipality of Whitestone;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives this report for information; and

**THAT** the Council of the Municipality of Whitestone recommends this Consent Application for approval in principle, subject to the following conditions:

1. **THAT** payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law;
2. **THAT** the newly created three lots receive 911 addressing from the Municipality;
3. **THAT** the applicants enter into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on

title by the applicants to include the recognition of the private access road for the three new lots and to indemnify the Municipality for any responsibility or liability for the access or maintenance of the road; and

4. **THAT** payment of all applicable planning fees be paid to the Municipality of Whitestone.

**Recorded Vote:**

	YEAS	NAYS	ABSTAIN
Councillor, Janice Bray	X		
Councillor, Joe Lamb	X		
Councillor, Scott Nash	X		
Councillor, Brian Woods	X		
Mayor, George Comrie	X		

**Carried**

On September 25, 2023, the Parry Sound Area Planning Board granted the creation of the three new rural lots fronting on Quinn road as applied for by Carol Gorrie subject to the following conditions:

Planning Board Requirements

1. That the applicant provides the Secretary-Treasurer with:

From Lawyer:

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

From Surveyor

- c) a copy of the survey plan deposited in the Land Registry Office

Municipal Compliance Letter Requirements

1. That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law;
2. That the newly created lots receive 911 addressing from the Municipality;
3. That the applicants enter into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on title by the applicants to include the recognition of the private access road for the three new lots and to indemnify the Municipality for any responsibility or liability for the access or maintenance of the road; and
4. That payment of all applicable planning fees be made to the Municipality of Whitestone.

### **Status of Conditions of the Parry Sound Area Planning Board approval of July 25, 2022:**

1. That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law;
  - Condition satisfied
2. That the newly created lots receive 911 addressing from the Municipality;
  - Condition satisfied
3. That the applicants enter into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on title by the applicants to include the recognition of the private access road for the three new lots and to indemnify the Municipality for any responsibility or liability for the access or maintenance of the road;
  - Consent Agreement has been prepared by the Municipality and reviewed by the applicant's solicitor, Terry Fraser, and is attached as **Attachment 3**
4. That payment of all applicable planning fees be made to the Municipality of Whitestone.
  - Not applicable

### **Next Steps:**

That the By-law to authorize the execution of the Section 51(26) Consent Agreement be passed on May 21, 2024 at the Council meeting.

### **ATTACHMENTS:**

#### **Attachment 1**

- Report from John Jackson, Planner dated August 15, 2023

#### **Attachment 2**

- 42R-22421

#### **Attachment 3**

- Consent Agreement



**Planner, Inc.**

1 Mall Drive Unit #2, Parry Sound, Ontario P2A 3A9

Tel: (705) 746-5667

E-Mail: JJPlan@Vianet.ca

**CONSENT APPLICATION NO. B22 2023(W)**

**PART OF LOTS 59 TO 61, CONCESSION B**

**TOWNSHIP OF WHITESTONE**

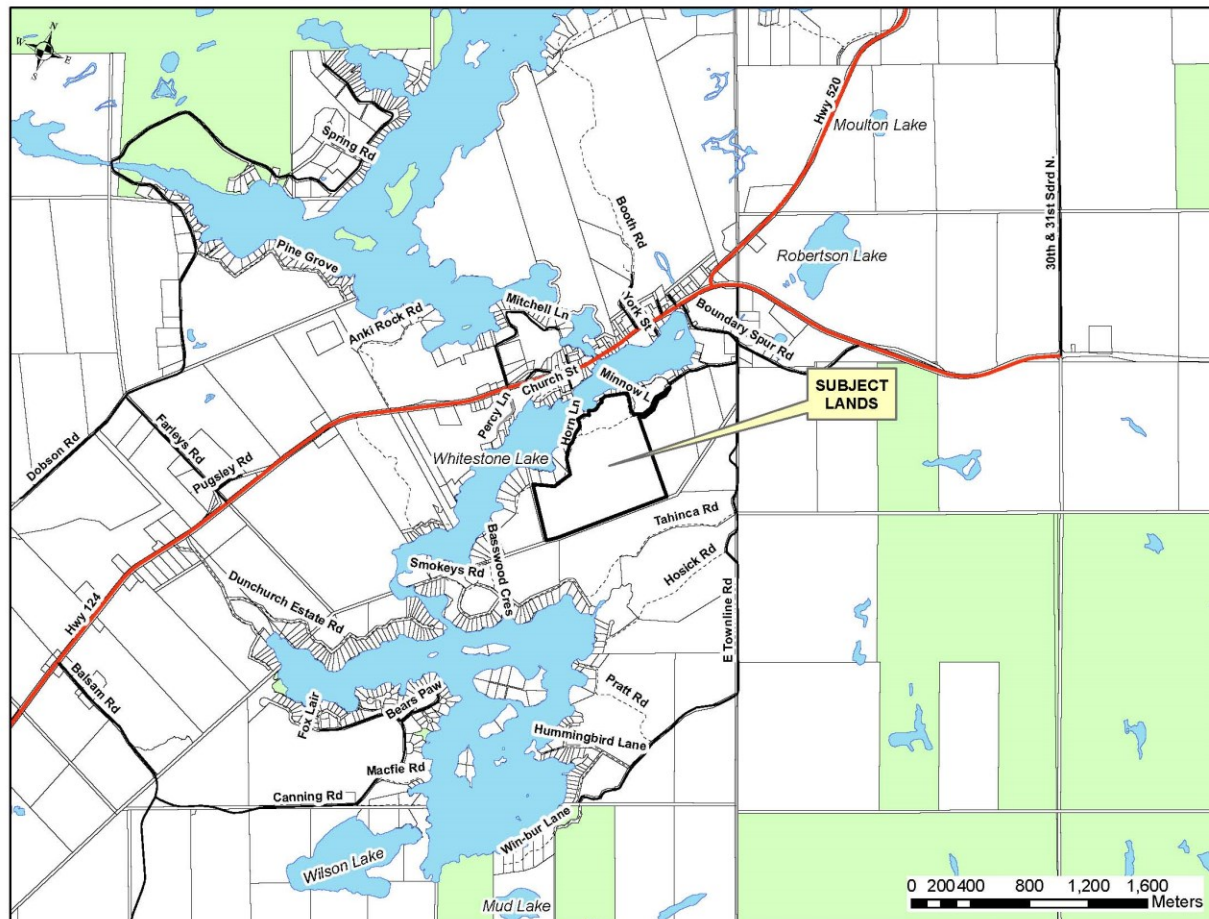
**Roll # 493901000803115**

**Applicant: Carol Gorrie**

**August 15, 2023**

**APPLICATION PURPOSE**

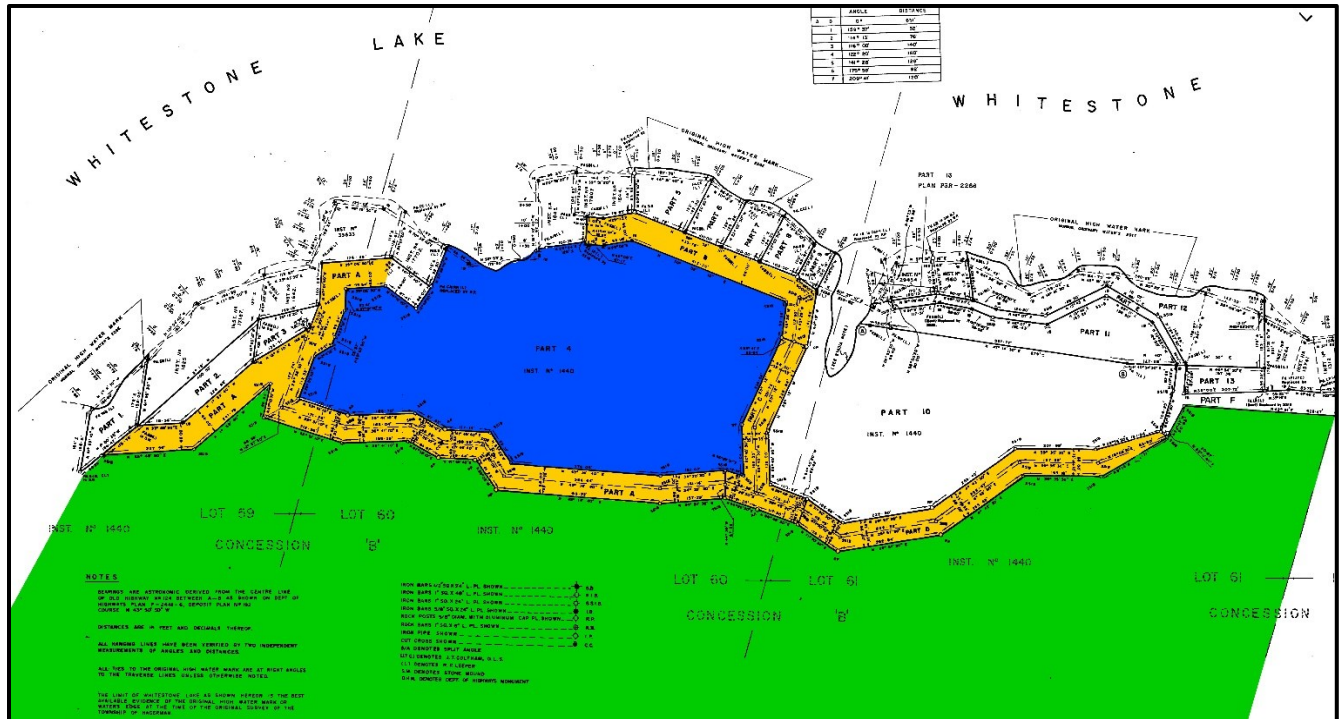
Mrs. Carol Gorrie owns a large Waterfront parcel on Whitestone Lake. The parcel also includes frontage on three private roads being Quinn Road, Minnow Lane and Horn Lane.



## PROPERTY DESCRIPTION

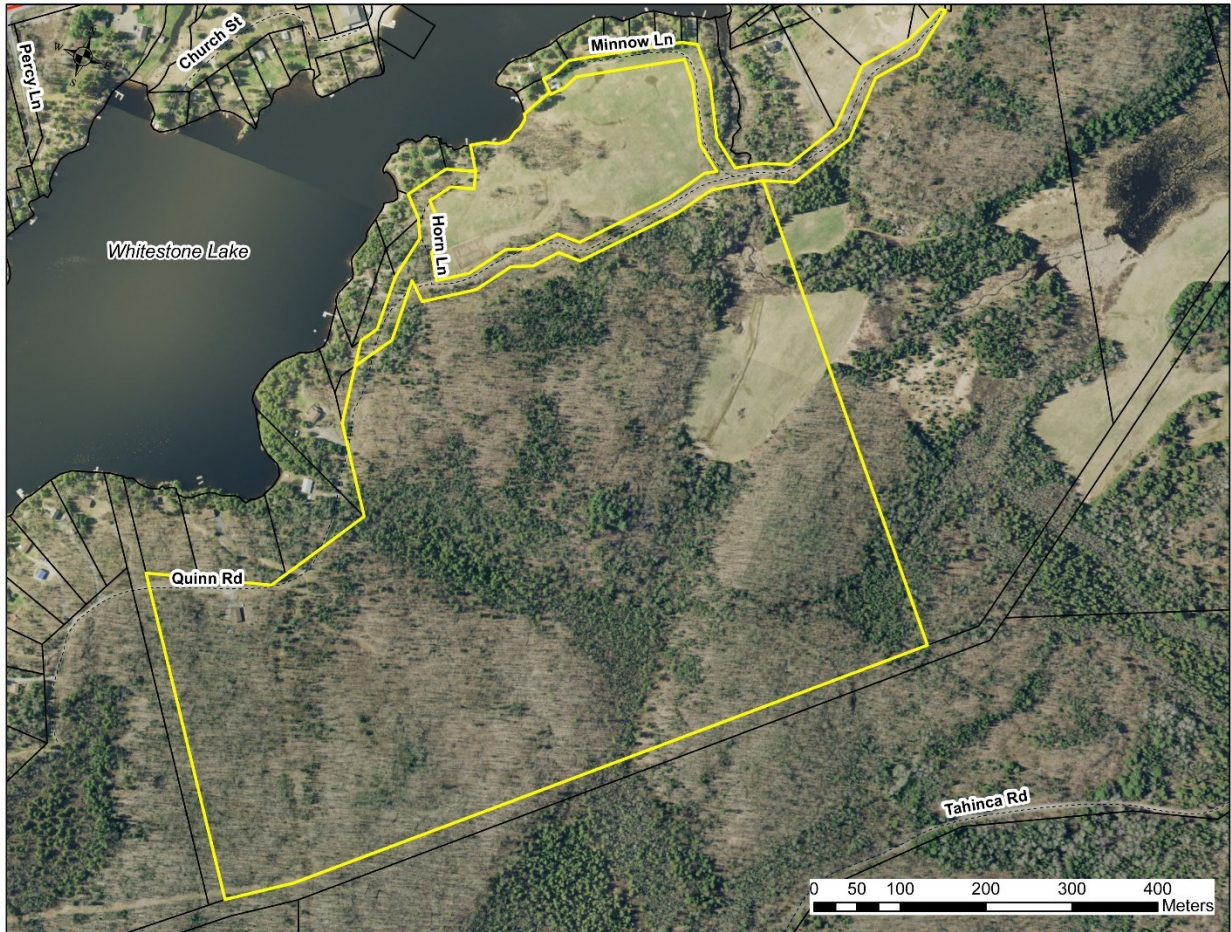
The subject lands are described as Part of lots 59 to 61 Hagerman. PSR-2389 Parts 4 C and D; Part Parts A and B, 42R-4065; Part Part 1, 42R-18374 and Part 1, 42R-9831.

The subject lands, although under single ownership, function as a waterfront parcel (Blue) surrounded by roadways (Orange) with a large back acreage (Green) which extends beyond the Plan PSR-02389 shown below.



These lands are currently vacant, with an existing storage building being the only structure on the property.

The waterfront (retained) portion of the property is an open field. There is also a field on the east side of the lot. The remainder of the subject lands are heavily forested with some low-lying areas flowing from the rear of the lot toward Quinn Road.

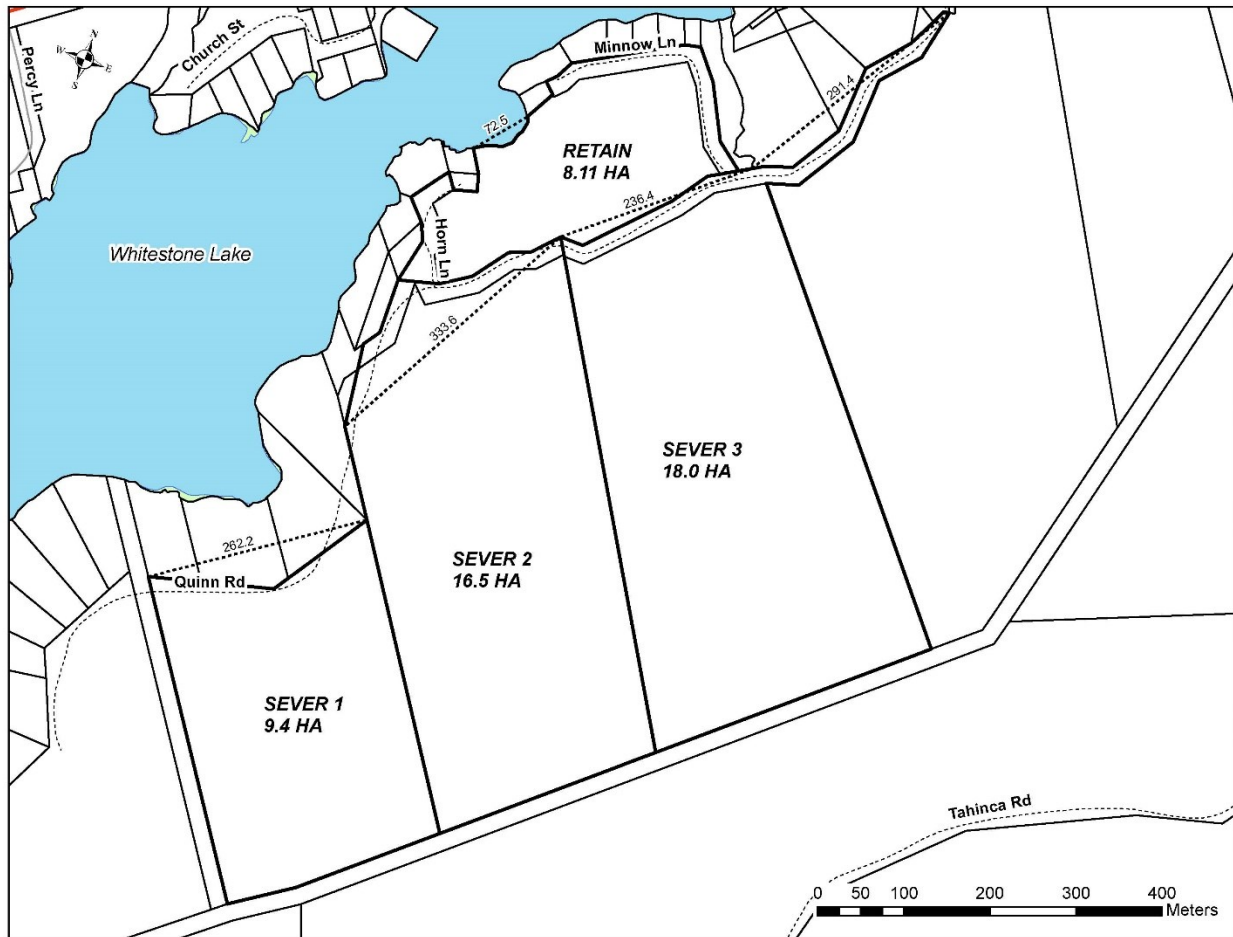


**PROPOSED CONSENT**

The proposed rural lots are shown on the consent sketch below.

	<b>FRONTAGE</b>	<b>AREA</b>
<b>RETAIN</b>	±352m (Quinn Road)	8.1 ha
<b>SEVER 1</b>	±262m	9.4 ha
<b>SEVER 2</b>	±333m	16.5 ha
<b>SEVER 3</b>	±236m	18.0 ha





**OFFICIAL PLAN**

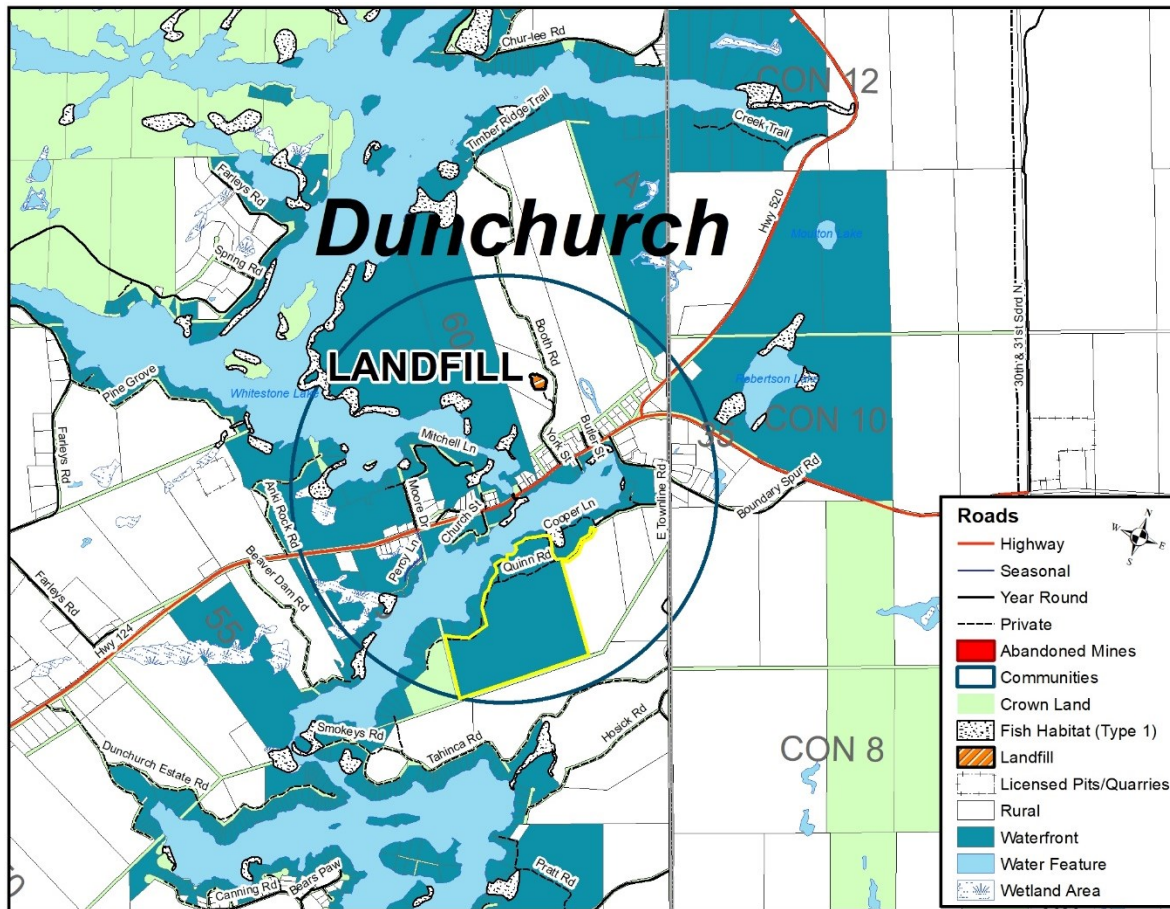
The subject lands are designated Waterfront in the official plan. This can be corrected in the next mapping update, once the proposed lots are separated front the waterfront.

There are no Natural Heritage features identified on the subject lands.

The size of the proposed lots will allow building envelopes that avoid any low-lying areas on the lands.

Prior to Official Plan Amendment No. 2, backlots were not permitted on private roads. With this new policy in place the creation of these lots can be supported.

The applicant will need to enter into a Section 51(26) agreement with the municipality to recognize the private road access.



## **PROVINCIAL POLICY STATEMENTS (P.P.S)**

The lands are subject to the 2020 provincial policies.

These lands are considered Rural lands and are subject to section 1.1.5

### ***“1.1.5 Rural Lands in Municipalities***

***1.1.5.1 When directing development on rural lands, a planning authority shall apply the relevant policies of Section 1: Building Strong Healthy Communities, as well as the policies of Section 2: Wise Use and Management of Resources and Section 3: Protecting Public Health and Safety.***

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

- a) the management or use of resources;***
- b) resource-based recreational uses (including recreational dwellings);***
- c) residential development, including lot creation, that is locally appropriate;***
- d) agricultural uses, agriculture-related uses, on-farm diversified uses and normal farm practices, in accordance with provincial standards;***
- e) home occupations and home industries;***
- f) cemeteries; and***
- g) other rural land uses.***

***1.1.5.3 Recreational, tourism and other economic opportunities should be promoted.***

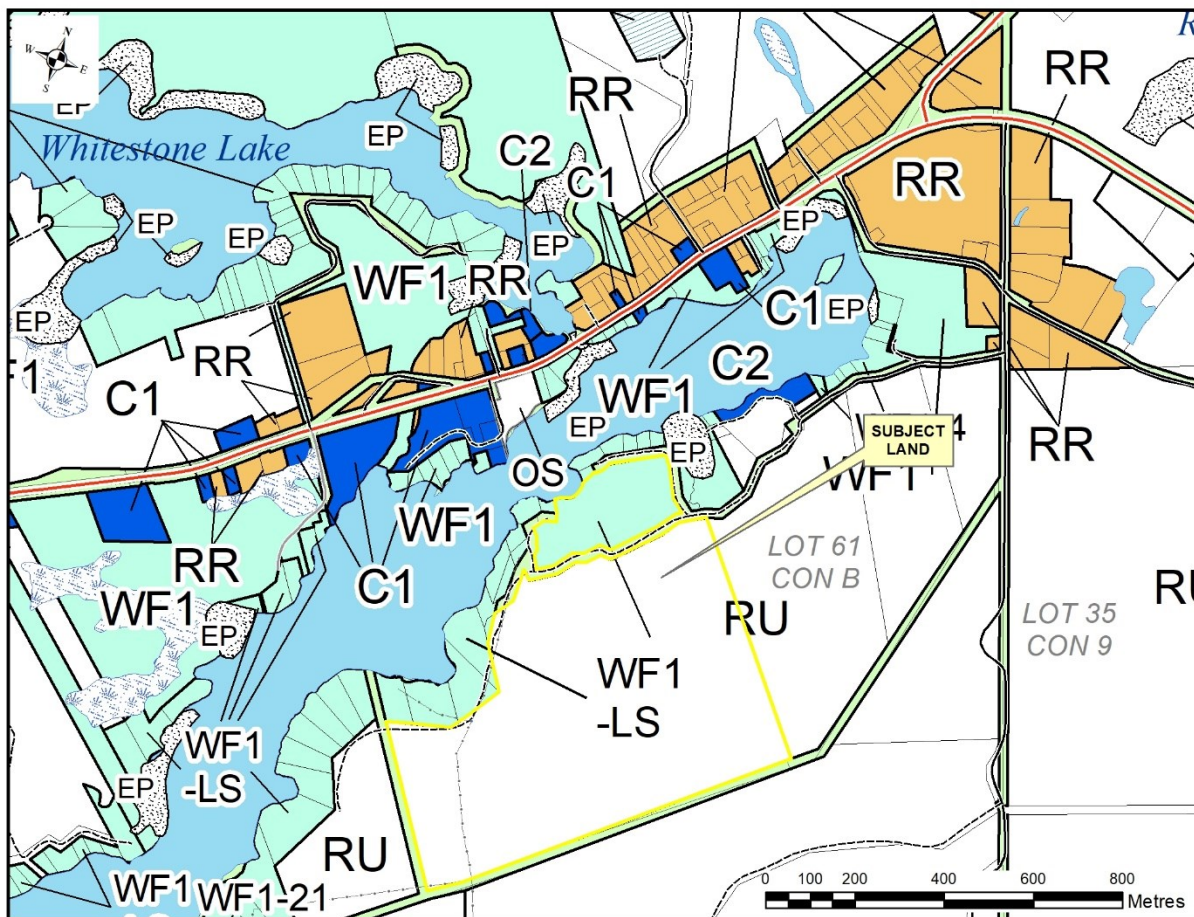
**1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.**

**1.1.5.5 Development shall be appropriate to the infrastructure, which is planned or available, and avoid the need for the unjustified and/or uneconomical expansion of this infrastructure.**

**1.1.5.6 Opportunities should be retained to locate new or expanding land uses that require separation from other uses.**

There are no inconsistencies with these policies.

## **ZONING BY-LAW**



The lands are split-zoned Rural (RU) and Waterfront Residential 1 – Limited Services (WF1-LS) in the Municipality’s zoning By-Law.

The proposed lots are within the Rural (RU) zone.

The proposed lots will meet the 2.0 hectare lot area and 100 metre lot frontage requirement for the RU Zone.

## **RECOMMENDATION**

That the Municipality support the proposed consent as applied for by Carol Gorrie in Application No. B22 2023(W) – Gorrie subject to the following:

- 1) Payment of Parkland fees;
- 2) Entering in to a 51(26) Consent Agreement to recognize the private road access limit the liability and responsibility of the Municipality for its maintenance and to indemnify the Municipality;
- 3) Obtaining 911 addressing;
- 4) Identifying location for entrance on the newly create lots; and
- 5) Payment of any applicable fees.

Respectfully,



John Jackson M.C.I.P., R.P.P.  
JJ;pc

PART	LOT	CONCESSION	PIN	AREA (HECTARES)
1				0.431 Ha.
2				0.192 Ha.
3	PART OF LOT 59			7.869 Ha.
4				0.069 Ha.
5	PART OF LOTS 59 AND 60			15.047 Ha.
6	PART OF LOTS 60 AND 61			16.356 Ha.

**PLAN 42R-22421**  
 Received and deposited  
**February 20<sup>th</sup>, 2024**  
 Nicole Griffin  
 Representative for the  
 Land Registrar for the  
 Land Titles Division of  
 Pary Sound (No.42)

**PLAN OF SURVEY OF  
 PART OF LOTS 59, 60 AND 61, CONCESSION B  
 GEOGRAPHIC TOWNSHIP OF HAGERMAN  
 NOW IN THE MUNICIPALITY OF WHITESTONE  
 DISTRICT OF PARRY SOUND**  
 TULLOCH GEOMATICS INC.  
 2023  
 SCALE 1:1000  
 10m 0 10 50m  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 1295mm IN WIDTH BY 914mm IN HEIGHT  
 WHEN PLOTTED AT A SCALE OF 1:1000.

**METRIC:**  
 DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

**DISTANCE:**  
 GROUND DISTANCES SHOWN HEREIN CAN BE CONVERTED TO UTM GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99994.

**BEARING NOTE:**  
 BEARINGS ARE UTM GRID AND ARE DERIVED FROM OBSERVED REFERENCE POINTS A AND B USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 17 (81°00' WEST LONGITUDE), NAD83 (CSRS) (2010.0).

**ROTATION NOTE:**  
 THE FOLLOWING COUNTERCLOCKWISE ROTATION FACTORS WERE APPLIED TO UNDERLYING PLANS TO ACCOUNT FOR DIFFERENT REFERENCE MERIDIANS.

PLAN	ROTATION
42R-4065 (P1)	0°49'50"
42R-9831 (P2)	0°47'50"
42R-16711 (P3)	0°47'50"
42R-18076 (P4)	0°49'50"

**INTEGRATION COORDINATE TABLE**

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 17 (81°00' WEST LONGITUDE), NAD83 (CSRS) (2010.0), COORDINATES TO RURAL ACCURACY PER SEC. 14(2) OF OREG 216/10.

ORP	NORTHING	EASTING
A	5504922.240	589647.004
B	505526.446	589742.086

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**FEATURE COORDINATE TABLE**

COORDINATES ARE UTM ZONE 17, (81°00' WEST LONGITUDE), NAD83 (CSRS) (2010.0)

POLE#	NORTHING	EASTING
UP#1	5054510.9	589580.8
UP#2	5054522.3	589589.9
UP#3	5054527.7	589528.0
UP#4	5054528.6	589532.8
UP#5	5054528.8	589524.1
UP#6	5054760.1	589516.6
UP#7	5054825.6	589524.6
UP#8	5054402.3	589522.5
UP#9	5054407.4	589564.7
UP#10	5054226.5	589600.5
UP#11	5054226.9	589660.9

**LEGEND:**

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT SET
- SB DENOTES STANDARD IRON BAR
- SSB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- RP DENOTES ROCK POST
- M DENOTES MEASURED
- ± DENOTES SET
- ORP DENOTES OBSERVED REFERENCE POINT
- LUM DENOTES L. U. MAUGHAN COMPANY LIMITED, O.L.S.
- JNE DENOTES J.N.E. BRADURRY, O.L.S.
- P1 DENOTES PLAN 42R-4065
- P2 DENOTES PLAN 42R-9831
- P3 DENOTES PLAN 42R-16711
- P4 DENOTES PLAN 42R-18076
- CF DENOTES CALCULATED FROM

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
 (1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
 (2) THE SURVEY WAS COMPLETED ON THE 14th DAY OF DECEMBER, 2023.

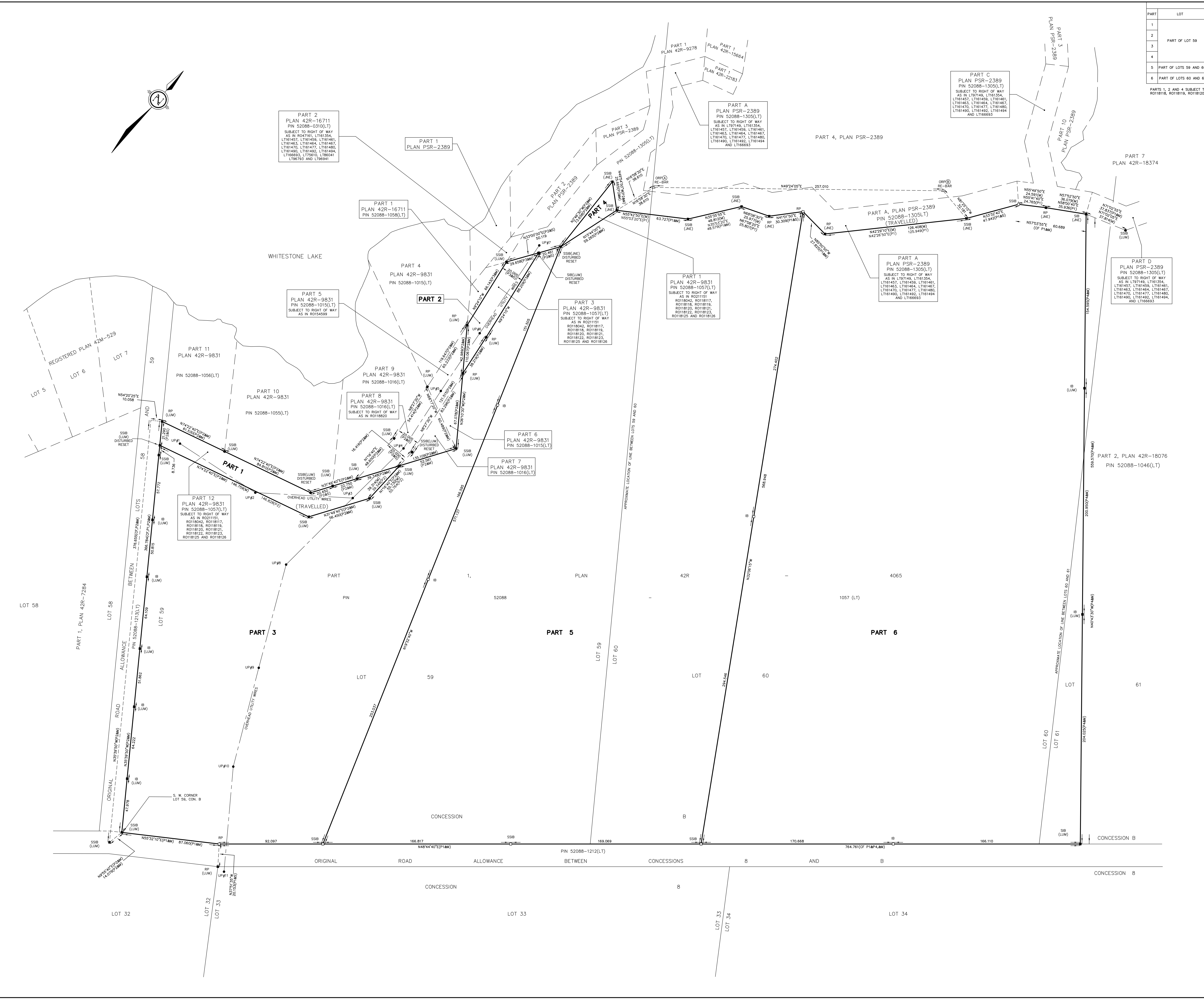
FEBRUARY 6, 2024  
 DATE

*Nancy Harris-Herz*  
 NANCY HARRIS-HERZ  
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-69720.

**TULLOCH** GEOMATICS INC.  
 5 SEQUIN ST. T. 705.746.8404  
 PARRY SOUND, ON F. 705.746.7665  
 P2A 1A9 P. 1.800.797.2997

permyr@tulloch.ca  
 DRAWN BY: RAN FILE: 233040



**CONSENT AGREEMENT**

**THIS AGREEMENT** made in duplicate this 21<sup>st</sup> day of May, 2024.

**BETWEEN:**

**CAROL MARJORIE GORRIE**

hereinafter called the "Owner"  
of the First Part

-and-

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

hereinafter called the "Municipality"  
of the Second Part

**WHEREAS** the lands affected by this Agreement are the subject lands described in Schedule "A" hereto annexed;

**AND WHEREAS** the Owner obtained from the Parry Sound Area Planning Board (File B22/2023(W)) approval of a consent to sever the subject lands. The purpose of the severance is create three (3) new rural lots fronting on Quinn Road;

**AND WHEREAS** the conditions to approval require the Owner to enter into this Agreement pursuant to section 53(12) of the *Planning Act*, and to register such Agreement on title to the subject lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of other good and valuable consideration and the sum of One Dollar CDN (\$1.00 CDN) now paid by the Municipality to the Owner, the receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

**PART A – GENERAL**

1. The lands to be bound by the terms and conditions of this Agreement referred to as the "subject lands" are located in the Municipality and more particularly described in Schedule 'A' hereto.
2. The survey describing the severed lands is Reference Plan No. 42R-22421.
3. This Agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the *Planning Act*, R.S.O. 1990, as amended, at the expense of the Owner.
4. This Agreement will not be amended or removed from the title of the subject lands unless agreed upon by the Municipality and the Owner.

## **PART B – PURPOSE OF THE DEVELOPMENT**

5. The Owner has applied for and received approval by the Parry Sound Area Planning Board under File No. B42/2023(W) for the creation of three (3) new rural lots fronting on Quinn Road.

## **PART C – ACCESS**

6. The Owner hereby acknowledges and recognizes that the private road Quinn Road, provides access to the subject land, is privately owned and not maintained year-round by the Municipality.
7. The Owner hereby recognizes and agrees that the Municipality is not responsible or liable for the non-repair of the private road identified in paragraph 6 above.
8. The Owner hereby acknowledges and understands that the Municipality may not be able to provide emergency services to the subject lands accessed by the private road.

## **PART D - EXPENSES TO BE PAID BY THE OWNER**

9. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words “at the expense of the Owner” unless the context otherwise requires.
10. The Owner shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.

## **PART E – INDEMNIFICATION FROM LIABILITY AND RELEASE**

11. The Owner covenants and agrees with the Municipality, on behalf of itself, their successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the negligent or unlawful performance of or failure to perform any work by the Owner or on his/her behalf in connection with the carrying out of the provisions of this Agreement provided that such default, failure or neglect was not caused as a result of negligence, unlawful performance or breach of this Agreement on the part of the Municipality its servants or agents.
12. The Owner further covenants and agrees to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused as a result of negligence, unlawful performance or breach of this Agreement on the part of the Municipality, its servants or agents.

**PART F – ADMINISTRATION**

- 13. The Owner acknowledges that this Agreement is entered into under the provisions of Section 51(26) of the *Planning Act*, R.S.O. 1990, as amended and that any expense of the Municipality arising out of the administration and enforcement of this Agreement may be recovered as taxes under Section 398 of the *Municipal Act*, 2001 as amended and further that the terms and conditions of this Agreement may be enforced under conditional building permits under the *Building Code Act* and regulations thereunder.
- 14. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 15. This Agreement shall come into effect on the date of execution by the Municipality and the Owner.

**IN WITNESSETH WHEREOF** the Municipality has caused their Corporate seal to be affixed over the signature of the respecting signing officers.

By the Municipality on this 21<sup>st</sup> day of May, 2024.

**THE CORPORATION OF THE  
MUNICIPALITY OF WHITESTONE**

Per: \_\_\_\_\_  
George Comrie, Mayor

\_\_\_\_\_  
Michelle Hendy, CAO/Clerk

By the Owner on this     day of May, 2024.

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
**CAROL MARJORIE GORRIE**

\_\_\_\_\_  
Witness Signature



**SCHEDULE "A"**

**TO THE CONSENT AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**CAROL MARJORIE GORRIE**

The subject lands are described as:

Part of PIN 52088-1057 LT

Part of Lots 59, 60 and 61, Concession B being Parts 3, 5 and 6, together with Parts 1, 2, and 4  
Plan 42R-22421 geographic Township of Hagerman now the in the Municipality of Whitestone.

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE  
BY-LAW No. 23-2024**

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**A By-law to Enter into an Agreement  
for Conditions of Approval of Consent B22/2023(W)**

**(Assessment Roll No. 010 008 03115 - GORRIE, Carol Marjorie)**

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**WHEREAS** Section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended provides for powers of a natural person whereby a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

**AND WHEREAS** it is deemed desirable that the Corporation of the Municipality of Whitestone enter into an agreement with Carol Marjorie Gorrie for the purposes of fulfilling conditions of an approved Consent Application B22/2023(W);

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Municipality of Whitestone hereby enacts as follows:

1. **THAT** the Mayor and CAO/Clerk of the Corporation of the Municipality of Whitestone are hereby authorized to execute under seal of the Corporation an Agreement between the Municipality of Whitestone and Carol Marjorie Gorrie;
2. **THAT** the said Agreement is attached hereto and shall form part of this By-law as Schedule "A";
3. **THAT** this By-law shall come into effect upon the date, and at the time of its passing; and
4. **THAT** By-law No. 23-2024 being a By-law to enter into an agreement with Carol Marjorie Gorrie for the purposes of fulfilling conditions of an approved Consent Application B22/2023(W) is hereby passed this 21st day of May, 2024.

\_\_\_\_\_  
**Mayor** George Comrie

\_\_\_\_\_  
**CAO/Clerk** Michelle Hendry

**Schedule 'A' to By-law 23-2024**



21 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Paula Macri, Planning Assistant

**Report Date:** May 13, 2024

**Council Agenda** May 21, 2024

**Re:** HISEY & MANERY  
 Consent Application B57/2021(W)  
**Status of Conditions of Approval**

### Background

At the Regular Council meeting of April 16, 2024, Council received a memorandum from Paula Macri, Planning Assistant dated March 27, 2024 regarding status of conditions of approval including comments from MHBC, Planning Consultants.

Council passed the following resolution (No. 2024-146) which in part indicated:

***THAT** the Staff be requested to present a By-law at a future Regular Council meeting authorizing the execution of the Consent Agreement substantially in the form as presented at the April 16, 2024 Regular Council meeting.*

### Next Steps

That the By-law to authorize the execution of the Section 51(26) Consent Agreement be passed on May 21, 2024 at the Council meeting.

### ATTACHMENTS:

#### Attachment 1

- Memorandum from Paula Macri, Planning Assistant dated March 27, 2024
- Report from John Jackson, Planner dated December 20, 2022

#### Attachment 2

- 42R-22387

#### Attachment 3

- Consent Agreement



1 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council  
**From:** Paula Macri, Planning Assistant  
**Date:** March 27, 2024  
**Agenda Date:** April 16, 2024  
**Re:** HISEY & MANERY  
 Consent Application B57/2021(W)  
**Status of Conditions of Approval**

### Background

At the Council meeting of January 24, 2023, the following resolution was passed:

#### **Resolution No. 2023-053**

**Moved by:** Councillor Brian Woods

**Seconded by:** Councillor Scott Nash

### Matters Arising from Committee of the Whole

#### 5.1 Consent Application B57/2022(W) – HISEY & MANERY

**WHEREAS** John Jackson, Planner Inc. has prepared a report for the Parry Sound Area Planning Board regarding Consent Application B57/2022(W) – HISEY and MANERY and provided a copy to the Municipality of Whitestone;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives this report as information;

**AND THAT** the Council of the Municipality of Whitestone recommends this Consent Application for Approval in principle, subject to the following conditions:

1. **THAT** payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law; and
2. **THAT** the new lots receive 911 addressing from the Municipality;
3. **THAT** the applicants retain a qualified environmental consultant to assess the natural heritage features on the property; and
4. **THAT** the applicants undertake a scoped analysis by a qualified consultant to determine the impacts, if any, that the existing municipal waste site at Auld's Road will have on the proposed consents; and

5. **THAT** the lands be rezoned to recognize the proposed lot areas and frontages and the lands be placed in a 'H' holding zoning pending the completion of the environmental and hydrogeological assessments to the satisfaction of Council; and
6. **THAT** the applicants enter into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on title to recognize the private road access; to include special septic design features; and to include any specific mitigation measures resulting from the environmental and hydrogeological assessment; and
7. **THAT** payment of all applicable planning and legal fees be made to the Municipality of Whitestone.

**Carried**

**Status of Conditions of approval:**

1. That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law;
  - Waiting for assessed value from MPAC in order to calculate the Parkland Dedication Fee
2. That the new lots receive 911 addressing from the Municipality;
  - In process
3. That the applicants retain a qualified environmental consultant to assess the natural heritage features on the property;
  - Azimuth Environmental Consulting Inc. prepared a ["Scoped Environmental Impact Study" dated October 27, 2023 \(78 pages\)](#)

The recommendations of the report are as follows:

**8.0 Recommendations**

**8.1 Species at Risk**

It should be noted that the absence of a protected species within the study area does not indicate that they will never occur within the area. Given the dynamic character of the natural environment, there is a constant variation in habitat use. Care should be taken in the interpretation of presence of species of concern including those listed under the ESA. Changes to policy, or the natural environment, could result in shifts, removal, or addition of new areas to the list of areas currently considered SAR habitat. This report is intended as a point in time assessment of the potential to impact SAR; not to provide long term "clearance" for SAR. While there is no expectation that the assessment should change significantly, it is the responsibility of the proponent to ensure that they are not in contravention of the ESA at the time that site works are undertaken. A review of the assessment provided in this report by a qualified person should be sufficient to provide appropriate advice at the time of the onset of future site works.

**8.2 Worker Awareness**

Site personnel should be made aware that SAR may occur in the area and should be instructed to stop work and contact the MECPC or an ecological consultant immediately if any suspected SAR are encountered within the work area. Individuals working on site should ensure that SAR and other wildlife are

not harmed during construction or killed by heavy machinery, vehicles or other equipment.

### 8.3 Migratory Breeding Birds and Bats

Activities involving the removal of vegetation should be restricted from occurring during the breeding season. Migratory birds, nests, and eggs are protected by the *Migratory Birds Convention Act*, 1994 (MBCA) and the *Fish and Wildlife Conservation Act*, 1997 (FWCA). Environment Canada outlines dates when activities in any region have potential to impact nests at the Environment Canada Website (<https://www.canada.ca/en/environment-climate-change/services/avoiding-harm-migratory-birds/general-nesting-periods/nesting-periods.html>). In Zone C3 vegetation clearing should be avoided between **April 15 through August 31** of any given year. If work requires that vegetation clearing is required between these dates screening by an ecologist with knowledge of bird species present in the area could be undertaken to ensure that the vegetation has been confirmed to be free of nests prior to clearing.

Activities involving tree removal, particularly within woodlands on the property, should be avoided between **April 1 through September 30** of any given year, during the active period for bat species that may utilize trees for maternity and day roosting purposes. It is anticipated that adherence to this timing restriction will avoid impacts to individual SAR bats, therefore remaining in compliance with Section 9 of the ESA affording individual protection to Endangered species.

### 8.4 Sediment and Erosion Controls

Diligent application of sediment and erosion controls (ESCs) is recommended for all future construction activities to minimize the extent of accidental or unavoidable impacts to adjacent vegetation communities, wildlife habitat and fish habitat. Prior to the commencement of site works, silt fencing or other appropriate ESCs should be applied along the length of directly adjacent natural or naturalized features, and routine inspection/maintenance of the ESCs should occur throughout construction. It is recommended that ESCs be maintained until vegetation is re-established post-construction.

Materials storage on the property (*i.e.* soil stockpiles) should be located over 30m from natural features where feasible. Material storage areas should be contained with ESCs to avoid potential indirect impacts to natural features onsite.

### 8.5 Operations

All maintenance activities (including refueling) required during future construction should be conducted at least 30m away from natural features to prevent accidental spillage of deleterious substances that may harm natural environments.

Snow fencing or equivalent should be installed at the limit of the work area to prevent the accidental intrusion of machinery operations into adjacent undisturbed natural areas.

The contractor is recommended to have a Contaminant and Spill Management Plan in place prior to initiation of works. This should include keeping an

emergency spill kit on site at all times. In the event of a spill, the contractor must report it immediately to the provincial Spills Action Centre (SAC).

#### 8.6 Fish and Fish Habitat

As stated above, the following fish habitat mitigation measures for development are for consideration during future design phases. Prior to future design or construction activities, the following mitigation measures should be reviewed and updated.

- The shoreline and adjacent lake environment is to be protected at all times from any excavated and erodible soils from entering the lake through the use of properly placed, installed and maintained sediment controls (sediment barriers) if necessary;
- Should in-water works be proposed within Gooseneck Lake, a coldwater in-water timing window would be applicable. Therefore, no in-water work would be permitted from October 1 – July 15 of any given year.
- Should in-water works be proposed within the three tributaries on the property, a coolwater in-water timing window would be applicable. Therefore, no in-water work would be permitted from March 15 – July 15 of any given year.
- All site disturbance should be minimized to the extent possible;
- Disposal of material should occur in a timely fashion to minimize risk of entry into Gooseneck Lake or the tributaries on site;
- At no time should machinery enter the nearshore or lake environment, alter or remove any bottom substrate in the lake, remove lake environment materials such as boulders and woody debris, or utilize the lake environment for the taking of, or discharge of water, to ensure that fish and fish habitat remains unaffected by development works;
- To the extent possible, all machinery maintenance/refuelling is recommended to maintain a minimum distance of 30m from retained wetland and fish habitat, to prevent accidental spillage of deleterious substances.
- The retained contractor shall have a fully stocked spill kit on site at all times, and is required to have a contaminant and spill management plan in place prior to the initiation of works. In the event of a spill, the contractor must report it immediately to the Spills Action Centre (SAC) at 1-800-268-6060.

#### 8.7 Black Ash Permitting

In January 2022, Black Ash was added to the Species at Risk in Ontario List as Endangered, with protections for the species temporarily suspended under Ontario Regulation 23/22 up to January 25, 2024. As described in Section 7.1, the MECP is currently proposing a protection zone for individual trees in areas of the province that have experienced extensive mortality caused by Emerald Ash Borer.

- The above protections for Black Ash proposed by MECP are subject to change following public consultation and MECP's internal review process. Interim regulatory guidance suggests the subject property is located outside of the proposed geographic region to be subject to ESA regulations; however, this is to be confirmed following adoption of the regulations. Additional surveys, mitigation and/or compensation, including



ESA Registrations or Permitting may be required to satisfy provincial regulations once protections for Black Ash come into effect on January 26, 2024.

4. That the applicants undertake a scoped analysis by a qualified consultant to determine the impacts, if any, that the existing municipal waste site at Auld's Road will have on the proposed consents;

- Azimuth Environmental Consulting Inc. prepared a site evaluation ["D-4 Guideline Assessment" \(109 pages\) dated May 18, 2023](#)

The recommendations of the report are as follows:

#### **Conclusions and Recommendations**

It is our opinion that the proximity of the landfill site does not represent a significant hazard to a proposed lot severance and associated residential development in any portion of the Site. Methane gas presence is expected within the waste mound; however, there is not expected to be any concern with off-site migration given the natural bedrock and surface water barriers which would restrict sub-surface migration.

Ground water and surface water leachate migration are not expected to impact the Site due to the environmental setting and upgradient location of the Site relative to the landfill. Any leachate impacted surface or ground water would be directed north/north-east within the bedrock trough which contains the waste mound and downgradient area of the landfill. As such, there are no concerns with either surface water intakes or water supply wells for the proposed lots as it is expected they would likely be installed at the northern section of the Site closer to Gooseneck Lake creating a 400-500 m separation distance.

Overall, the proposed lot severance and associated residential developments are not at risk from the landfill operations as a result of its separation distance and limited scale of landfill operations. As such, no further study or mitigation measures are recommended to facilitate the proposed lot severance or associated development.

5. **THAT** the lands be rezoned to recognize the proposed lot areas and frontages and the lands be placed in a 'H' holding zoning pending the completion of the environmental and hydrogeological assessments to the satisfaction of Council;
  - The 'H' holding zoning is not applicable, as the applicants have provided the required environmental and hydrogeological assessments.
6. **THAT** the applicants enter into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on title to recognize the private road access; to include special septic design features; and to include any specific mitigation measures resulting from the environmental and hydrogeological assessment;
  - Consent Agreement has been reviewed by MHBC and is attached as **Attachment 3**

7. **THAT** payment of all applicable planning fees be made to the Municipality of Whitestone.
- n/a

**ATTACHMENTS:**

**Attachment 1**

- Report from John Jackson, Planner dated December 20, 2022

**Attachment 2**

- 42R-22387

**Attachment 3**

- Consent Agreement



1 Mall Drive Unit #2, Parry Sound, Ontario P2A 3A9  
Tel: (705) 746-5667 E-Mail: JJPlan@Vianet.ca

**CONSENT APPLICATION NO B57/2022(W)**

**PART OF LOTS 31 & 32, CONCESSION 3**

**GEOGRAPHIC TOWNSHIP OF MCKENZIE**

**26 AULDS ROAD**

**ROLL #4939 0500 0405 000**

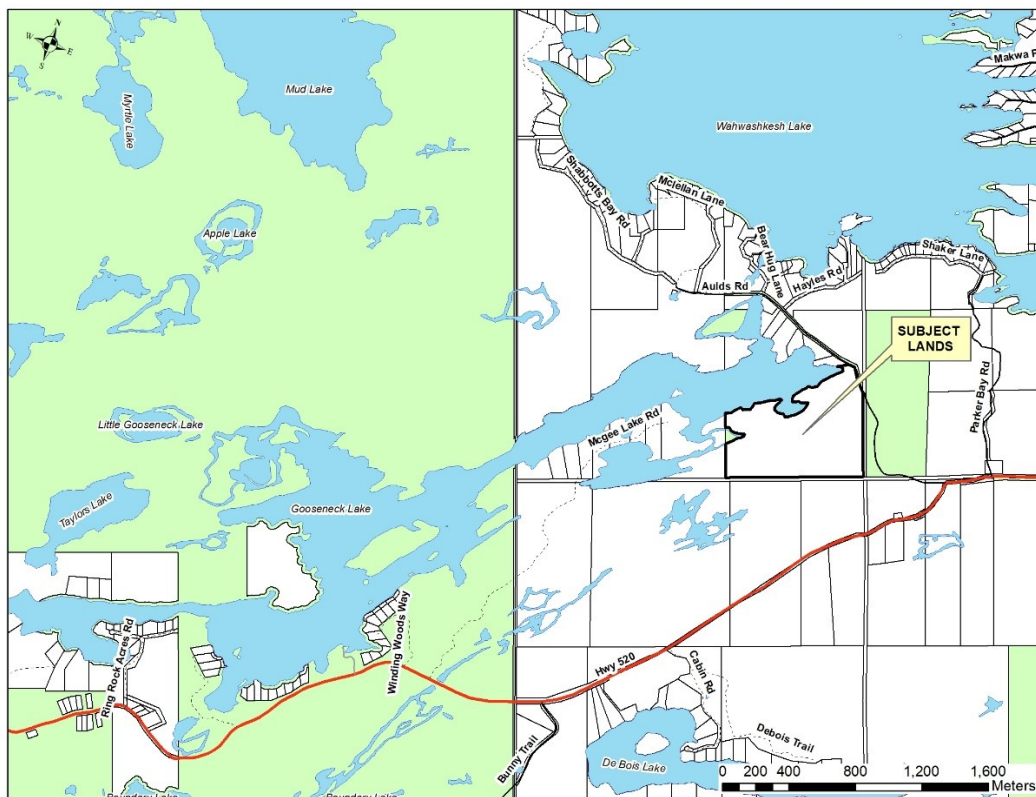
**APPLICANTS: Heather Hisey, Susan Manery**

**AGENT: Steve Munro**

**December 20, 2022**

**BACKGROUND/PURPOSE**

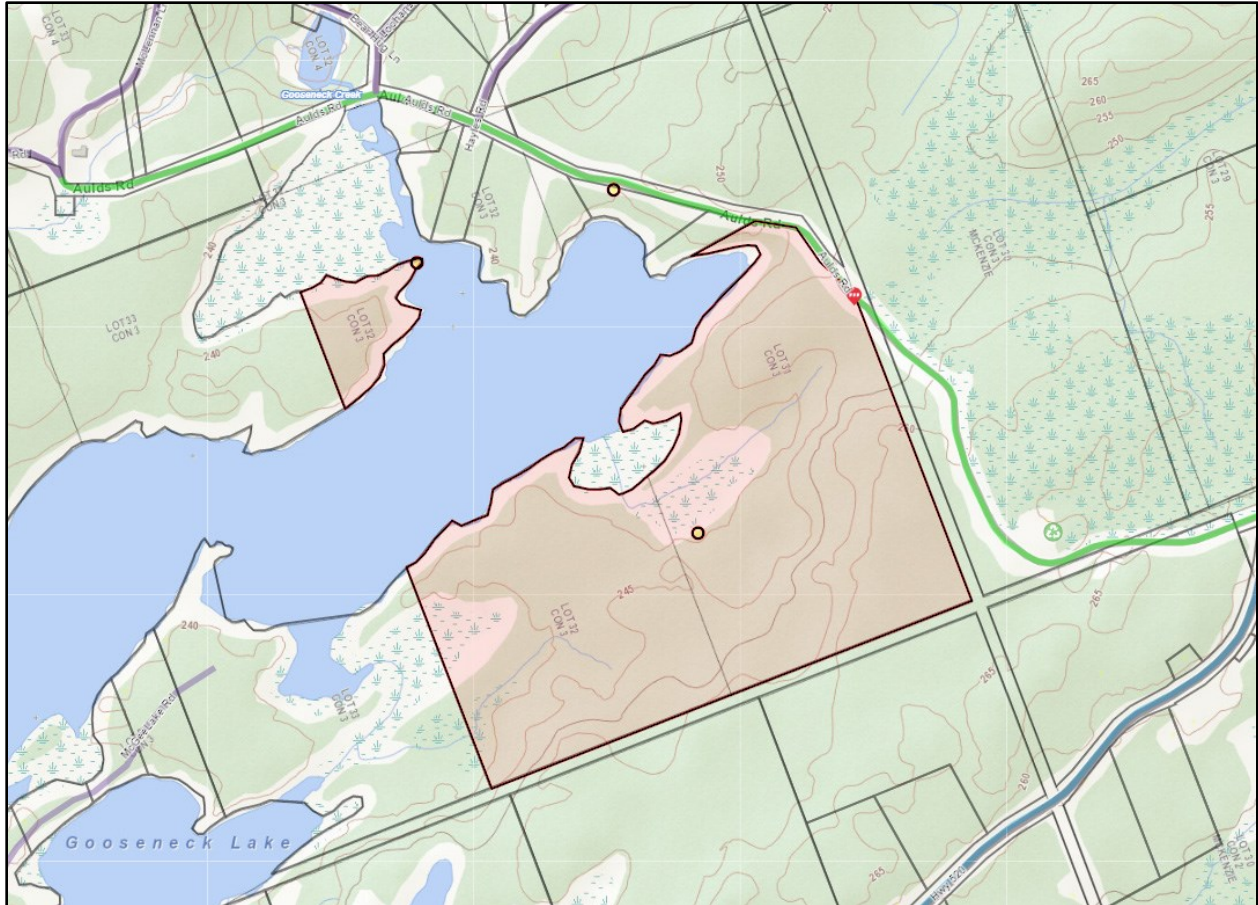
Heather Hisey and Susan Manery own a large parcel on the east branch of Gooseneck Lake that has approximately 100 acres and 4000 feet of lake frontage.



## **PROPERTY DESCRIPTION**

The lands are currently vacant.

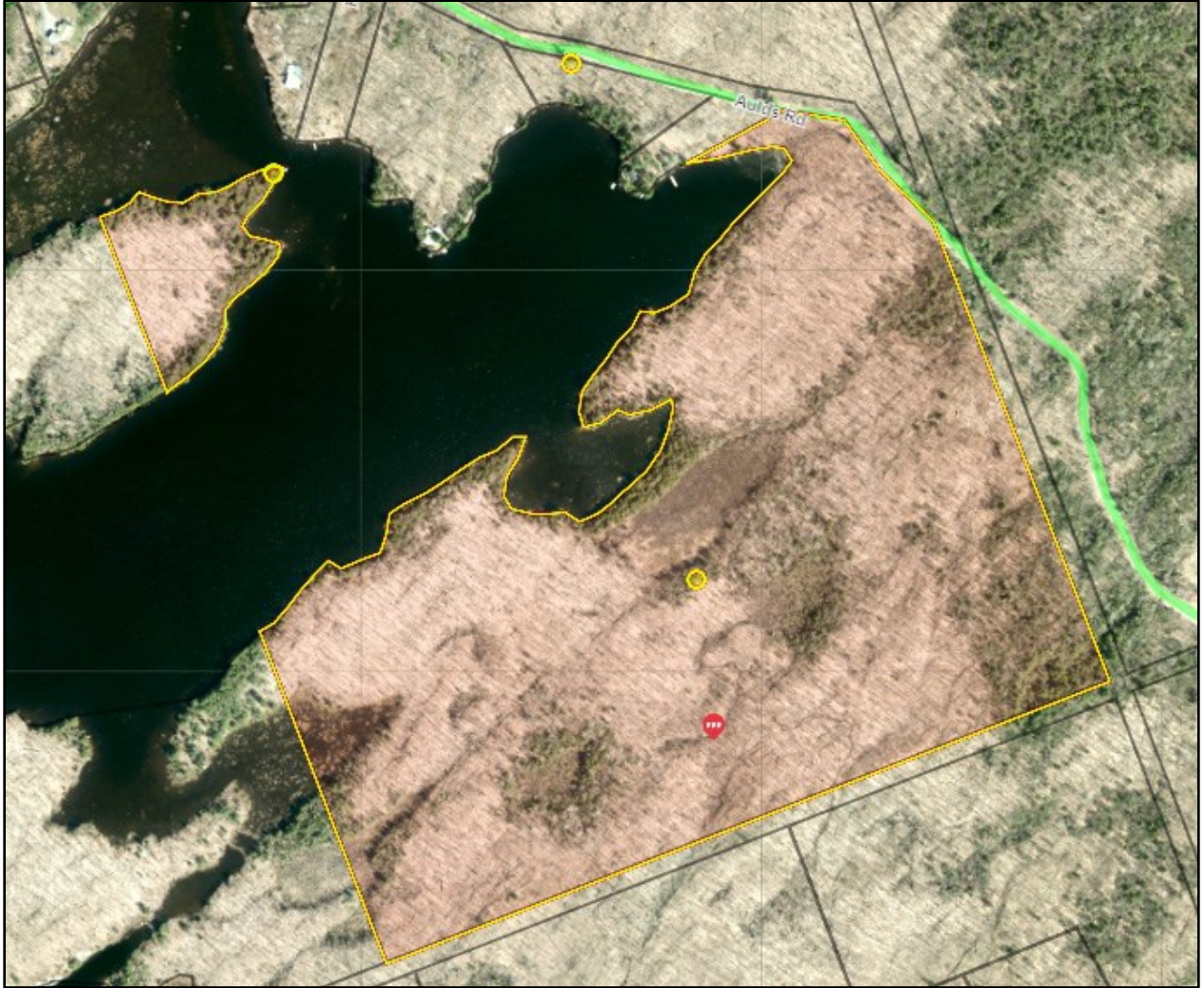
The topography is variable but moderately so. There are two prominent shoreline wetlands along parts of the frontage.



The lands also include an internal wetland.

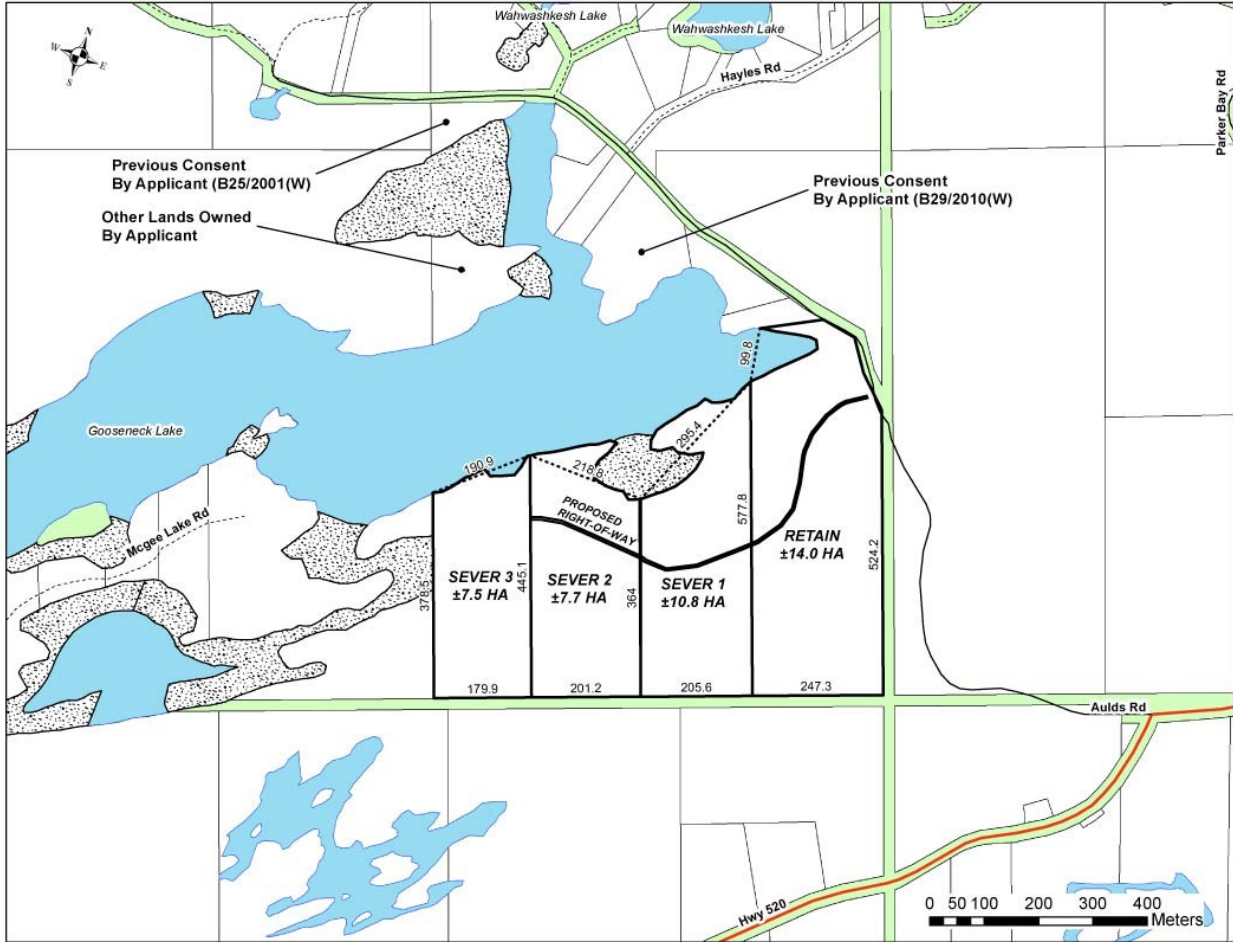
There is a small ridge along the south side of the property.

The lands are primarily forested with hard woods along the shore.



**PROPOSED CONSENT**

The application is to create three new lots accessed by a private right-of-way off Auld's Road.



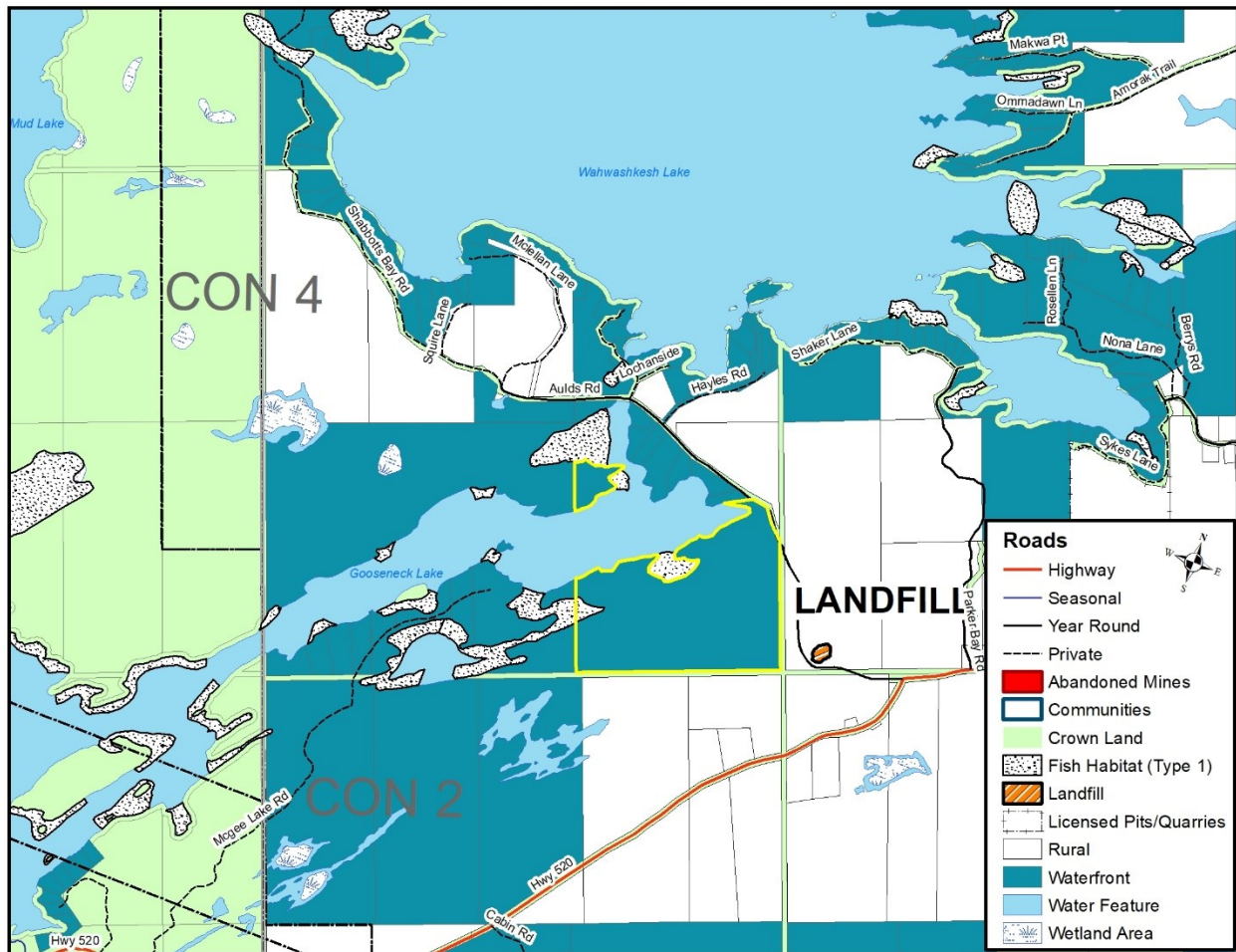
The proposed lots will be large with an average size of 25 acres and 300 to 600 feet of frontage.

**LOT SIZES**

	Area (ha)	Frontage (m)
RETAIN	14	100
LOT 1	10.8	295
LOT 2	7.7	218
LOT 3	7.5	191

## OFFICIAL PLAN

The lands are primarily designated waterfront.



There are two locations of Type 1 Fish Habitat.

There are lake-specific policies that apply to Gooseneck:

### ***“17.02 Gooseneck Lake***

***17.02.1 Gooseneck Lake is located partly in Burton and partly in McKenzie Townships and empties into the south basin of Lake Wahwashkesh. Although the lake is small (217 ha) it has over 22.8 kilometres of shoreline.***

***17.02.2 Much of the lake is water access. There is a historical public access on the lake that the Municipality supports maintaining using proceeds of any cash-in lieu of parkland collected as a condition of development or the sale of shore road allowances.***

**17.02.3 A large portion of the shoreline of Gooseneck Lake has been identified as Type 1 fish Habitat. Any development proposed along the shoreline will need to comply with the fish habitat protection policies of this Plan.**

**17.02.4 The water quality of Gooseneck is relatively good. However, there are a number of significant constraints to any new lot creation along the shoreline. When new lot creation is proposed, the approval authority will carefully consider impacts and appropriateness based upon the character of the lake and applying best management practices for new development.”**

The proposed consent would appear to comply with the Waterfront policies of the Municipality for Gooseneck Lake.

There is a Gooseneck Lake Property Owners Association. This group has prepared a draft lake study that includes policy recommendations for the lake.

[http://goosenecklakeassociation.ca/images/Newsletters/Specific-Lake-Policies\\_Gooseneck%20Lake\\_DRAFT%20June1%202021.pdf](http://goosenecklakeassociation.ca/images/Newsletters/Specific-Lake-Policies_Gooseneck%20Lake_DRAFT%20June1%202021.pdf)

In general terms, the recommendations relate to allowing a limited number of new lots on the lake with large standards for any new lots.

It is believed that the proposed consent follows the general intent of this report.

## **AULD LANDFILL**

The lands are close to the former land fill on Auld's Road.

Section 12.06.8 of the official plan states:

***“12.06.8 Development in Proximity to Waste Disposal Sites and Unidentified Waste Disposal Sites***

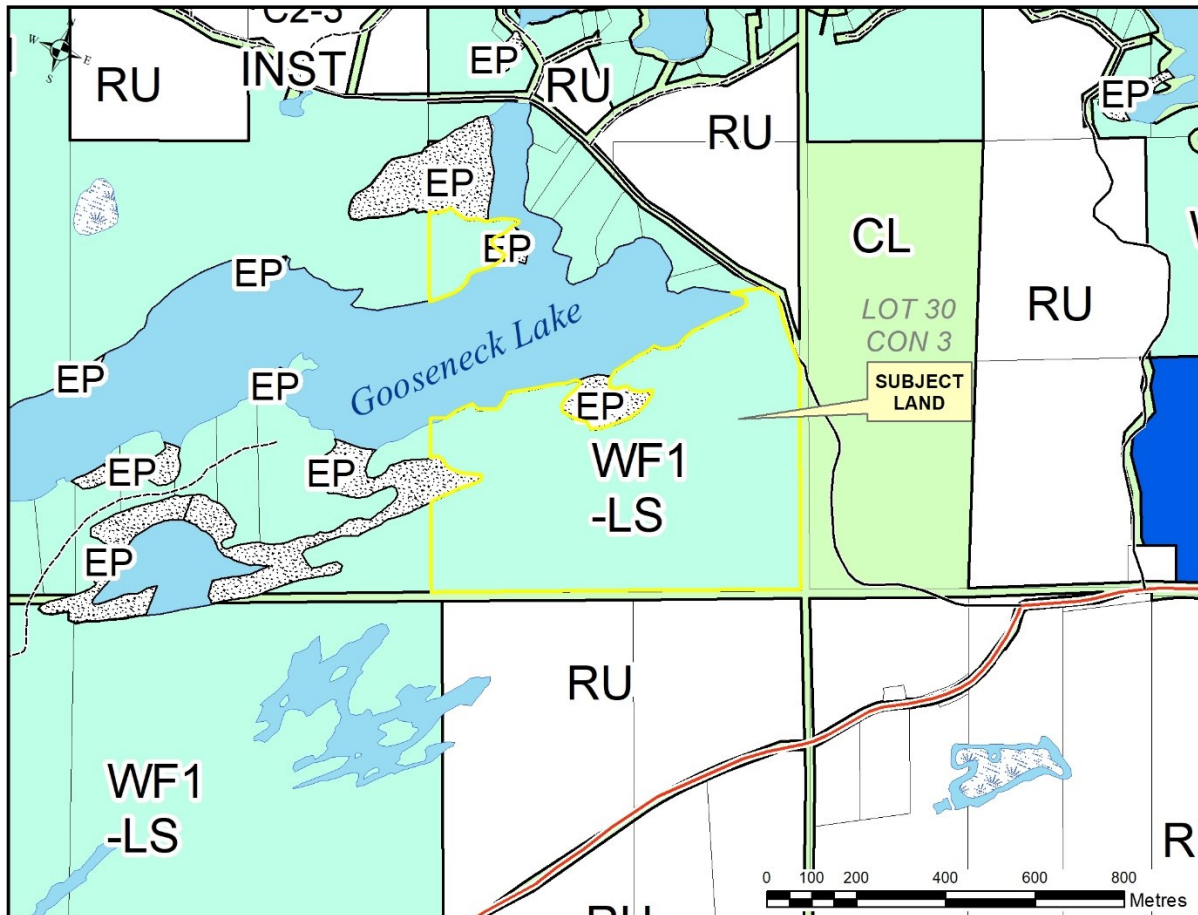
***Where new development is proposed within 500 metres of the boundary of any waste disposal site, a feasibility study in keeping with the Ministry of the Environment and Climate Change's D-Series Guidelines will need to be prepared by a qualified professional.”***

The site of any future dwelling on the property is likely to be located on the lake and outside the 500 metre distance prescribed in this policy.



## **ZONING**

The subject lands are zoned Waterfront Residential 1 – Limited Services (WF1-LS).



The proposed lots in this transaction will comply with the WF1-LS zoning.

## **PROVINCIAL POLICY STATEMENT (P.P.S.)**

The lands are considered Rural Lands under the current P.P.S.

New recreational development is permitted in these areas.

The lands have only Type 1 Fish Habitat in terms of known natural heritage features. These areas will continue to be protected by the appropriate zoning.

In terms of threatened and endangered species, future owners will be required to comply with the legislation and work directly with the Ministry of Environment Conservation and Parks.

## **RECOMMENDATION**

That the consent application to create three new lots with registered rights-of-way on Gooseneck Lake as applied for by Heather Hisey and Susan Manery in application B57/2022(W) be approved subject to the following conditions:

1. Rezoning the lands to recognize the proposed lot area and frontages of the newly created lots;
2. Entering into a 51 (26) agreement to recognize the private access, include special design features for septic installations and to provide the appropriate notices to protect fishery features and any relevant threatened or endangered species;
3. Undertake an environmental assessment by a qualified biologist;
4. Payment of a fee in lieu of parkland dedication;
5. Obtain 911 addressing; and
6. Payment of all applicable planning fees.

Respectfully,



John Jackson M.C.I.P., R.P.P.  
JJ; jc

SCHEDULE			
PART	LOT	CONCESSION	PIN
1			
2	PART OF 32		
3			
4			
5	PART OF 31		
6	PART OF 31 & 32	3	ALL OF 52250-0633
7	PART OF 31 & 32		
8			
9	PART OF 31		
10			
11			
12	PART OF 31 & 32		
13	PART OF 31 & 32		
14	PART OF 32		

**PLAN 42R-22387**  
 Received and deposited  
 January 8<sup>th</sup>, 2024  
 Erin Noble  
 Representative for the  
 Land Registrar for the  
 Land Titles Division of  
 Pary Sound (No.42)

PLAN OF SURVEY OF  
**PART OF LOTS 31 AND 32,  
 CONCESSION 3**  
 GEOGRAPHIC TOWNSHIP OF MCKENZIE  
 MUNICIPALITY OF WHITESTONE  
 DISTRICT OF PARRY SOUND  
 SCALE 1 : 1500 METRES

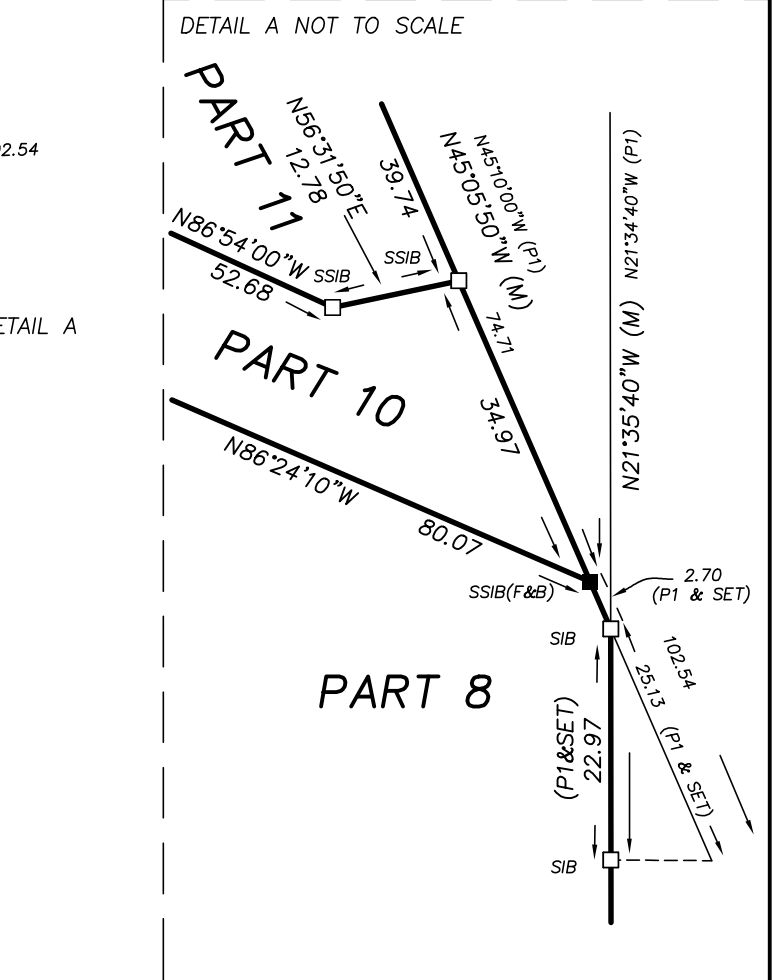
THE INTENDED PLOT SIZE OF THIS PLAN IS 864MM  
 IN WIDTH BY 864MM IN HEIGHT WHEN PLOTTED AT  
 A SCALE OF 1:1500

**BEARING NOTES**  
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE  
 POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM  
 ZONE 17 (81° WEST LONGITUDE), NAD83(CRS)2010.  
 FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE  
 APPLIED:  
 P1, P3 - 0°43'00" COUNTER-CLOCKWISE  
 P2 - 0°48'30" COUNTER-CLOCKWISE  
 P5 - 0°41'30" COUNTER-CLOCKWISE

**DISTANCE NOTES - METRIC**  
 DISTANCES ARE IN METRES AND CAN BE CONVERTED TO FEET  
 BY DIVIDING BY 0.3048.  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY  
 MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999637.

**WATER NOTE**  
 THE LIMIT OF GOOSENECK LAKE AS SHOWN HEREON IS THE  
 BEST AVAILABLE EVIDENCE OF THE NETWORK OBSERVATIONS, UTM  
 ZONE 17 (81° WEST LONGITUDE), NAD83(CRS)2010.  
 MARK OR WATER'S EDGE EXISTING AT THE TIME OF THE  
 ORIGINAL SURVEY OF THE TOWNSHIP OF MCKENZIE.

THE BENCH MARK ON THE DAM LOCATED AT THE OUTLET OF  
 GOOSENECK LAKE HAS AN ELEVATION OF 100.00 (ONTARIO  
 WATER RESOURCES) AND THE ORIGINAL WATER'S EDGE WAS  
 DETERMINED TO BE 97.70 (ASSUMED DATUM). THE ELEVATIONS  
 SHOWN ON THIS PLAN WERE DERIVED FROM GPS OBSERVATIONS  
 BY REAL TIME NETWORK OBSERVATIONS.  
 BENCH MARK ON DAM AT THE OUTLET OF GOOSENECK LAKE  
 (ONTARIO WATER RESOURCES)  
 ELEVATION 235.44 CGVD28  
 ORIGINAL WATER LEVEL  
 ELEVATION 233.14 CGVD28  
 PRESENT AND REGULATED WATER LEVEL  
 ELEVATION 234.54 CGVD28



- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
  - CI DENOTES SURVEY MONUMENT SET
  - SSB DENOTES SHORT STANDARD IRON BAR
  - SIB DENOTES STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - RP DENOTES ROCK POST
  - IP DENOTES IRON PIPE
  - WT DENOTES WITNESS
  - M DENOTES MEASURED
  - P1 DENOTES PLAN 42R-3841
  - P2 DENOTES MTO PLAN P-7154-4 (LT53138)
  - P3 DENOTES PLAN PSR-749
  - P4 DENOTES PLAN 42R-15762
  - P5 DENOTES PLAN 42R-15966
  - F&B DENOTES FITZMAURICE AND BOYER, O.L.S.
  - LUM DENOTES L.L. MAUGHAN CO. L.T.S., O.L.S.
  - DHO DENOTES DEPARTMENT OF HIGHWAYS ONTARIO

**SURVEYOR'S CERTIFICATE**  
 I CERTIFY THAT:  
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE  
 WITH THE SURVEYORS ACT, THE SURVEYORS ACT, THE LAND  
 TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
 2. THE SURVEY WAS COMPLETED ON NOVEMBER 15, 2023.

JANUARY 5, 2024  
 DATE  
 GAVIN R. TYLER, O.L.S.  
 DATE

THIS PLAN OF SURVEY RELATES TO AOLS PLAN  
 SUBMISSION FORM NUMBER V-60330

**INTEGRATION DATA**  
 OBSERVED REFERENCE POINTS DERIVED FROM GPS OBSERVATIONS USING A REAL  
 TIME NETWORK AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE),  
 NAD83(CRS)2010.  
 URBAN ACCURACY PER SEC. 14(2), OREG. 216/70.

POINT ID	NORTHING	EASTING
A	505707.75	579611.27
B	505807.08	579656.54

CAUTION: COORDINATES CANNOT BE CHECKED, BE SURE TO RE-ESTABLISH CORNERS SHOWN ON THIS PLAN

**MAUGHAN  
 SURVEYORS**  
 A Division of IBW Surveyors Ltd.  
 IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHECK: WS | DRAWN BY: BG | CHECKED BY: GT | PLOT DATE: DEC. 8, 2023  
 REF. NAME: A-039507-2024M-05 | Login available at: ProtectYourBoundaries.ca

**ORIGINAL WATER'S EDGE  
 COORDINATE TABLE**

POINT ID	NORTHING	EASTING
0001	505808.4	579619.9
0002	505808.4	579619.9
0003	505810.4	579627.2
0004	505814.4	579637.2
0005	505818.3	579650.1
0006	505822.2	579665.0
0007	505826.1	579681.9
0008	505830.0	579699.8
0009	505833.9	579718.7
0010	505837.8	579738.6
0011	505841.7	579759.5
0012	505845.6	579781.4
0013	505849.5	579804.3
0014	505853.4	579828.2
0015	505857.3	579853.1
0016	505861.2	579879.0
0017	505865.1	579905.9
0018	505869.0	579933.8
0019	505872.9	579962.7
0020	505876.8	579992.6
0021	505880.7	580023.5
0022	505884.6	580055.4
0023	505888.5	580088.3
0024	505892.4	580122.2
0025	505896.3	580157.1
0026	505900.2	580193.0
0027	505904.1	580229.9
0028	505908.0	580267.8
0029	505911.9	580306.7
0030	505915.8	580346.6
0031	505919.7	580387.5
0032	505923.6	580429.4
0033	505927.5	580472.3
0034	505931.4	580516.2
0035	505935.3	580561.1
0036	505939.2	580607.0
0037	505943.1	580653.9
0038	505947.0	580701.8
0039	505950.9	580750.7
0040	505954.8	580799.6
0041	505958.7	580849.5
0042	505962.6	580900.4
0043	505966.5	580952.3
0044	505970.4	581005.2
0045	505974.3	581059.1
0046	505978.2	581114.0
0047	505982.1	581169.9
0048	505986.0	581226.8
0049	505989.9	581284.7
0050	505993.8	581343.6
0051	505997.7	581403.5
0052	506001.6	581464.4
0053	506005.5	581526.3
0054	506009.4	581589.2
0055	506013.3	581653.1
0056	506017.2	581718.0
0057	506021.1	581783.9
0058	506025.0	581850.8
0059	506028.9	581918.7
0060	506032.8	581987.6
0061	506036.7	582057.5
0062	506040.6	582128.4
0063	506044.5	582200.3
0064	506048.4	582273.2
0065	506052.3	582347.1
0066	506056.2	582422.0
0067	506060.1	582497.9
0068	506064.0	582574.8
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0072	506079.6	582892.4
0073	506083.5	582974.3
0074	506087.4	583057.2
0075	506091.3	583141.1
0076	506095.2	583226.0
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0079	506106.9	583486.7
0080	506110.8	583575.6
0081	506114.7	583665.5
0082	506118.6	583756.4
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0084	506126.4	583941.2
0085	506130.3	584035.1
0086	506134.2	584129.0
0087	506138.1	584223.9
0088	506142.0	584319.8
0089	506145.9	584416.7
0090	506149.8	584514.6
0091	506153.7	584613.5
0092	506157.6	584713.4
0093	506161.5	584814.3
0094	506165.4	584916.2
0095	506169.3	585019.1
0096	506173.2	585123.0
0097	506177.1	585227.9
0098	506181.0	585333.8
0099	506184.9	585440.7
0100	506188.8	585548.6

**PRESENT & REGULATED  
 WATER'S EDGE COORDINATE TABLE**

POINT ID	NORTHING	EASTING
0089	506188.8	585548.6
0090	506192.7	585656.5
0091	506196.6	585765.4
0092	506200.5	585875.3
0093	506204.4	585986.2
0094	506208.3	586098.1
0095	506212.2	586211.0
0096	506216.1	586324.9
0097	506220.0	586439.8
0098	506223.9	586555.7
0099	506227.8	586672.6
0100	506231.7	586790.5
0101	506235.6	586909.4
0102	506239.5	587029.3
0103	506243.4	587150.2
0104	506247.3	587272.1
0105	506251.2	587395.0
0106	506255.1	587518.9
0107	506259.0	587643.8
0108	506262.9	587769.7
0109	506266.8	587896.6
0110	506270.7	588024.5
0111	506274.6	588153.4
0112	506278.5	588283.3
0113	506282.4	588414.2
0114	506286.3	588546.1
0115	506290.2	588679.0
0116	506294.1	588812.9
0117	506298.0	588947.8
0118	506301.9	589083.7
0119	506305.8	589220.6
0120	506309.7	589358.5
0121	506313.6	589497.4
0122	506317.5	589637.3
0123	506321.4	589778.2
0124	506325.3	589920.1
0125	506329.2	590063.0
0126	506333.1	590206.9
0127	506337.0	590351.8
0128	506340.9	590497.7
0129	506344.8	590644.6
0130	506348.7	590792.5
0131	506352.6	590941.4
0132	506356.5	591091.3
0133	506360.4	591242.2
0134	506364.3	591394.1
0135	506368.2	591547.0
0136	506372.1	591700.9
0137	506376.0	591855.8
0138	506379.9	592011.7
0139	506383.8	592168.6
0140	506387.7	592326.5
0141	506391.6	592485.4
0142	506395.5	592645.3
0143	506399.4	592806.2
0144	506403.3	592968.1
0145	506407.2	593131.0
0146	506411.1	593294.9
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0149	506422.8	593792.6
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0159	506461.8	595516.6
0160	506465.7	595694.5
0161	506469.6	595873.4
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0170	506504.7	597534.5
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0172	506512.5	597915.3
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0176	506528.1	598688.9
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0181	506547.6	599678.4
0182	506551.5	599879.3
0183	506555.4	600081.2
0184	506559.3	600284.1
0185	506563.2	600488.0
0186	506567.1	600692.9
0187	506571.0	600898.8
0188	506574.9	601105.7
0189	506578.8	601313.6
0190	506582.7	601522.5
0191	506586.6	601732.4
0192	506590.5	601943.3
0193	506594.4	602155.2
0194	506598.3	602368.1
0195	506602.2	602582.0
0196	506606.1	602796.9
0197	506610.0	603012.8
0198	506613.9	603229.7
0199	506617.8	603447.6
0200	506621.7	603666.5
0201	506625.6	603886.4
0202	506629.5	604107.3
0203	506633.4	604329.2
0204	506637.3	604552.1
0205	506641.2	604776.0
0206	506645.1	605000.9
0207	506649.0	605226.8
0208	506652.9	605453.7
0209	506656.8	605681.6
0210	506660.7	605910.5
0211	506664.6	606140.4
0212	506668.5	606371.3
0213	506672.4	606603.2
0214	506676.3	606836.1
0215	506680.2	607070.0
0216	506684.1	607304.9
0217	506688.0	607540.8
0218	506691.9	607777.7
0219	506695.8	608015.6
0220	506699.7	608254.5
0221	506703.6	608494.4
0222	506707.5	608735.3
0223	506711.4	

**CONSENT AGREEMENT**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of May, 2024.

**BETWEEN:**

**HEATHER GAYE HISEY and SUSAN JOANNE MANNERY**

hereinafter called the "Owners"  
of the First Part

-and-

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

hereinafter called the "Municipality"  
of the Second Part

**WHEREAS** the lands affected by this Agreement are the lands described in Schedule "A" hereto annexed;

**AND WHEREAS** the Owners obtained, from the Parry Sound Area Planning Board (File B57/2022(W)) approval of a consent to sever the subject lands, the purpose of which is to provide for the creation of three (3) new waterfront lots with registered rights-of-way on Gooseneck Lake;

**AND WHEREAS** the conditions to approval require the Owners to enter into this agreement pursuant to section 53 of the *Planning Act*, and to register such agreement on title to the subject lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of other good and valuable consideration and the sum of One Dollar CDN (\$1.00 CDN) now paid by the Municipality to the Owners, the receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

**PART A – GENERAL**

1. The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are located in the Municipality and more particularly described in Schedule 'A' hereto.
2. The Development Plan forms part of this Agreement as Schedule "B".

3. The Scoped Environmental Impact Study prepared by Azimuth Environmental Consulting Inc. dated October 2023 forms part of this Agreement as Schedule “C”.
4. The Site Evaluation prepared by Azimuth Environmental Consulting Inc. dated May 2023 in accordance with Ministry of the Environment, Conservation & Parks (MECP) Guideline D-4 “Land Use on or Near Landfills and Dumps” forms part of this Agreement as Schedule “D”.
5. The survey plan describing the subject lands is Reference Plan No. 42R-22387.
6. This agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the *Planning Act*, R.S.O. 1990, as amended, at the expense of the Owners.
7. This agreement will not be amended or removed from the title of the subject lands except where agreed upon by the Municipality and the Owners.

#### **PART B – PURPOSE OF THE DEVELOPMENT**

8. The Owners have applied for and received approval by the Parry Sound Area Planning Board under File No. B53/2022(W) creation of three (3) new waterfront lots with registered rights-of-way on Gooseneck Lake;

#### **PART C – ACCESS**

9. The Owners hereby acknowledge and recognize that the right-of-way over Part of Lots 31 and 32, Concession 3, geographic Township of McKenzie, being Parts 3, 6, 9, 10, Plan 42R-22387, providing access to the subject lands legally described as Parts 1, 2, 4, 5, 7 and Part 8 on 42R-22387, is privately owned and not maintained year-round by the Municipality.
10. The Owners hereby recognize and agree that the Municipality is not responsible or liable for the non-repair of the private road identified in paragraph 10 above.
11. The Owners hereby acknowledge and understand that the Municipality may not be able to provide emergency services to the subject lands accessed by the private rights-of-way.

#### **PART D – ENVIRONMENTAL REVIEW**

12. The Owners have retained Azimuth Environmental Consulting Inc. to undertake an environmental impact study regarding the natural environmental conditions and the potential for impacts related to the subject lands concerning Species at Risk and its habitats.

13. The Owners hereby recognize and shall implement the recommendations identified in the Scoped Environmental Impact Study prepared by Azimuth Environmental Consulting Inc., dated October 2023.
14. The owners hereby agree to the following recommendations:

## **8.0 Recommendations**

### **8.1 Species at Risk**

It should be noted that the absence of a protected species within the study area does not indicate that they will never occur within the area. Given the dynamic character of the natural environment, there is a constant variation in habitat use. Care should be taken in the interpretation of presence of species of concern including those listed under the ESA. Changes to policy, or the natural environment, could result in shifts, removal, or addition of new areas to the list of areas currently considered SAR habitat. This report is intended as a point in time assessment of the potential to impact SAR; not to provide long term “clearance” for SAR. While there is no expectation that the assessment should change significantly, it is the responsibility of the proponent to ensure that they are not in contravention of the ESA at the time that site works are undertaken. A review of the assessment provided in this report by a qualified person should be sufficient to provide appropriate advice at the time of the onset of future site works.

### **8.2 Worker Awareness**

Site personnel should be made aware that SAR may occur in the area and should be instructed to stop work and contact the MECP or an ecological consultant immediately if any suspected SAR are encountered within the work area. Individuals working on site should ensure that SAR and other wildlife are not harmed during construction or killed by heavy machinery, vehicles or other equipment.

### **8.3 Migratory Breeding Birds and Bats**

Activities involving the removal of vegetation should be restricted from occurring during the breeding season. Migratory birds, nests, and eggs are protected by the *Migratory Birds Convention Act*, 1994 (MBCA) and the *Fish and Wildlife Conservation Act*, 1997 (FWCA). Environment Canada outlines dates when activities in any region have potential to impact nests at the Environment Canada Website(<https://www.canada.ca/en/environment-climate-change/services/avoiding-harm-migratory-birds/general-nesting-periods/nesting-periods.html>). In Zone C3 vegetation clearing should be avoided between **April 15 through August 31** of any given year. If work requires that vegetation clearing is required between these dates screening by an ecologist with knowledge of bird species present in the area could be undertaken to ensure that the vegetation has been confirmed to be free of nests prior to clearing.

Activities involving tree removal, particularly within woodlands on the property, should be avoided between **April 1 through September 30** of any given year,

during the active period for bat species that may utilize trees for maternity and day roosting purposes. It is anticipated that adherence to this timing restriction will avoid impacts to individual SAR bats, therefore remaining in compliance with Section 9 of the ESA affording individual protection to Endangered species.

#### 8.4 Sediment and Erosion Controls

Diligent application of sediment and erosion controls (ESCs) is recommended for all future construction activities to minimize the extent of accidental or unavoidable impacts to adjacent vegetation communities, wildlife habitat and fish habitat. Prior to the commencement of site works, silt fencing or other appropriate ESCs should be applied along the length of directly adjacent natural or naturalized features, and routine inspection/maintenance of the ESCs should occur throughout construction. It is recommended that ESCs be maintained until vegetation is re-established post-construction.

Materials storage on the property (*i.e.* soil stockpiles) should be located over 30m from natural features where feasible. Material storage areas should be contained with ESCs to avoid potential indirect impacts to natural features onsite.

#### 8.5 Operations

All maintenance activities (including refueling) required during future construction should be conducted at least 30m away from natural features to prevent accidental spillage of deleterious substances that may harm natural environments.

Snow fencing or equivalent should be installed at the limit of the work area to prevent the accidental intrusion of machinery operations into adjacent undisturbed natural areas.

The contractor is recommended to have a Contaminant and Spill Management Plan in place prior to initiation of works. This should include keeping an emergency spill kit on site at all times. In the event of a spill, the contractor must report it immediately to the provincial Spills Action Centre (SAC).

#### 8.6 Fish and Fish Habitat

As stated above, the following fish habitat mitigation measures for development are for consideration during future design phases. Prior to future design or construction activities, the following mitigation measures should be reviewed and updated.

- The shoreline and adjacent lake environment is to be protected at all times from any excavated and erodible soils from entering the lake through the use of properly placed, installed and maintained sediment controls (sediment barriers) if necessary;
- Should in-water works be proposed within Gooseneck Lake, a coldwater in-water timing window would be applicable. Therefore, no in-water work would be permitted from October 1 – July 15 of any given year.

- Should in-water works be proposed within the three tributaries on the property, a coolwater in-water timing window would be applicable. Therefore, no in-water work would be permitted from March 15 – July 15 of any given year.
- All site disturbance should be minimized to the extent possible;
- Disposal of material should occur in a timely fashion to minimize risk of entry into Gooseneck Lake or the tributaries on site;
- At no time should machinery enter the nearshore or lake environment, alter or remove any bottom substrate in the lake, remove lake environment materials such as boulders and woody debris, or utilize the lake environment for the taking of, or discharge of water, to ensure that fish and fish habitat remains unaffected by development works;
- To the extent possible, all machinery maintenance/refuelling is recommended to maintain a minimum distance of 30m from retained wetland and fish habitat, to prevent accidental spillage of deleterious substances.
- The retained contractor shall have a fully stocked spill kit on site at all times, and is required to have a contaminant and spill management plan in place prior to the initiation of works. In the event of a spill, the contractor must report it immediately to the Spills Action Centre (SAC) at 1-800-268-6060.

#### 8.7 Black Ash Permitting

In January 2022, Black Ash was added to the Species at Risk in Ontario List as Endangered, with protections for the species temporarily suspended under Ontario Regulation 23/22 up to January 25, 2024. As described in Section 7.1, the MECP is currently proposing a protection zone for individual trees in areas of the province that have experienced extensive mortality caused by Emerald Ash Borer.

The above protections for Black Ash proposed by MECP are subject to change following public consultation and MECP's internal review process. Interim regulatory guidance suggests the subject property is located outside of the proposed geographic region to be subject to ESA regulations; however, this is to be confirmed following adoption of the regulations. Additional surveys, mitigation and/or compensation, including ESA Registrations or Permitting may be required to satisfy provincial regulations once protections for Black Ash come into effect on January 26, 2024.

## **PART E – SITE EVALUATION**

15. The Owners have retained Azimuth Environmental Consulting Inc. to undertake a site evaluation in accordance with the Ministry of the Environment, Conservation & Parks (MECP) Guideline D-4, "Land Use On or Near Landfills and Dumps (April 1994). The evaluation was established due to the subject lands proximity to an active waste disposal facility and to determine the potential for soil gas (methane) migration and other potential impacts from the waste disposal facility to the subject lands.



16. The Owners hereby recognize and shall implement the recommendations (if any) identified in the evaluation prepared by Azimuth Environmental Consulting Inc., dated May 2023.
17. The owner hereby agrees to the following recommendations:

### **Conclusions and Recommendations**

It is our opinion that the proximity of the landfill site does not represent a significant hazard to a proposed lot severance and associated residential development in any portion of the Site. Methane gas presence is expected within the waste mound; however, there is not expected to be any concern with off-site migration given the natural bedrock and surface water barriers which would restrict sub-surface migration.

Ground water and surface water leachate migration are not expected to impact the Site due to the environmental setting and upgradient location of the Site relative to the landfill. Any leachate impacted surface or ground water would be directed north/north-east within the bedrock trough which contains the waste mound and downgradient area of the landfill. As such, there are no concerns with either surface water intakes or water supply wells for the proposed lots as it is expected they would likely be installed at the northern section of the Site closer to Gooseneck Lake creating a 400-500 m separation distance.

Overall, the proposed lot severance and associated residential developments are not at risk from the landfill operations as a result of its separation distance and limited scale of landfill operations. As such, no further study or mitigation measures are recommended to facilitate the proposed lot severance or associated development.

## **PART F – SEPTIC SYSTEM DESIGN REQUIREMENTS**

18. The Ontario Building Code requires septic systems be setback a minimum clearance of 15 metres from the shoreline of Gooseneck Lake. However, for the purposes of mitigating against the potential of phosphorus loading of the waterbody, it is recommended that septic systems be 30 metres from the shoreline of the lake whenever possible and that septic systems are located a minimum of 30 metres from any potential Type 1 fish habitat.
19. The Owners hereby recognize and shall implement the recommendations identified in the Scoped Environmental Impact Study prepared by Azimuth Environmental Consulting Inc., dated October 2023.

## **PART G – STORMWATER / SEDIMENT AND EROSION CONTROL**

20. The Owners hereby recognize and shall implement the recommendations to the shoreline protection measures identified in the Scoped Environmental Impact Study prepared by Azimuth Environmental Consulting Inc., dated October 2023.

#### **PART H - EXPENSES TO BE PAID BY THE OWNERS**

21. Every provision of this Agreement by which the Owners are obligated in any way shall be deemed to include the words “at the expense of the Owners” unless the context otherwise requires.
22. The Owners shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this agreement.

#### **PART I – INDEMNIFICATION FROM LIABILITY AND RELEASE**

23. The Owners covenant and agree with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the negligent or unlawful performance of or failure to perform any work by the Owners or on their behalf in connection with the carrying out of the provisions of this Agreement provided that such default, failure or neglect was not caused as a result of negligence or breach of this Agreement on the part of the Municipality its servants or agents.
24. The Owners further covenant and agree to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Owners, provided that such default, failure or neglect was not caused as a result of negligence or breach of this Agreement on the part of the Municipality, its servants or agents.

#### **PART J – ADMINISTRATION**

25. The Owners acknowledge that this agreement is entered into under the provisions of Section 51(26) of the *Planning Act*, R.S.O. 1990, as amended and that any expense of the Municipality arising out of the administration and enforcement of this agreement may be recovered as taxes under Section 398 of the *Municipal Act*, 2001 as amended and further that the terms and conditions of this agreement may be

enforced under conditional building permits under the *Building Code Act* and regulations thereunder.

- 26. The Owners and the Municipality acknowledge that the provisions of Section 67 of the *Planning Act*, R.S.O. 1990, as amended that provides that persons who contravene Section 51 and 52 of the *Planning Act* are liable on a first conviction to a fine of not more than Twenty-Five Thousand (\$25,000.00) Dollars and on a subsequent conviction of not more than Ten Thousand (\$10,000.00) Dollars for each day or part thereof upon which the contravention has continued after the day in which the person was first convicted.
- 27. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 28. This agreement shall come into effect on the date of execution by the Municipality and the Owners.

**IN WITNESSETH WHEREOF** the Municipality has caused their Corporate seal to be affixed over the signature of the respecting signing officers.

By the Municipality on this \_\_\_\_ day of May, 2024

**THE CORPORATION OF THE  
MUNICIPALITY OF WHITESTONE**

Per: \_\_\_\_\_  
George Comrie, Mayor

\_\_\_\_\_  
Michelle Hendy, CAO/Clerk

By the Owners on this \_\_\_\_ day of May, 2024.

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
HEATHER GAYE HISEY

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
SUSAN JOANNE MANNERY

\_\_\_\_\_  
Witness Signature

**Schedule "A"**  
**TO THE CONSENT AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**HEATHER GAYE HISEY and SUSAN JOANNE MANNERY**

The subject lands as identified on Plan 42R-22387.

## Schedule "B" TO THE CONSENT AGREEMENT

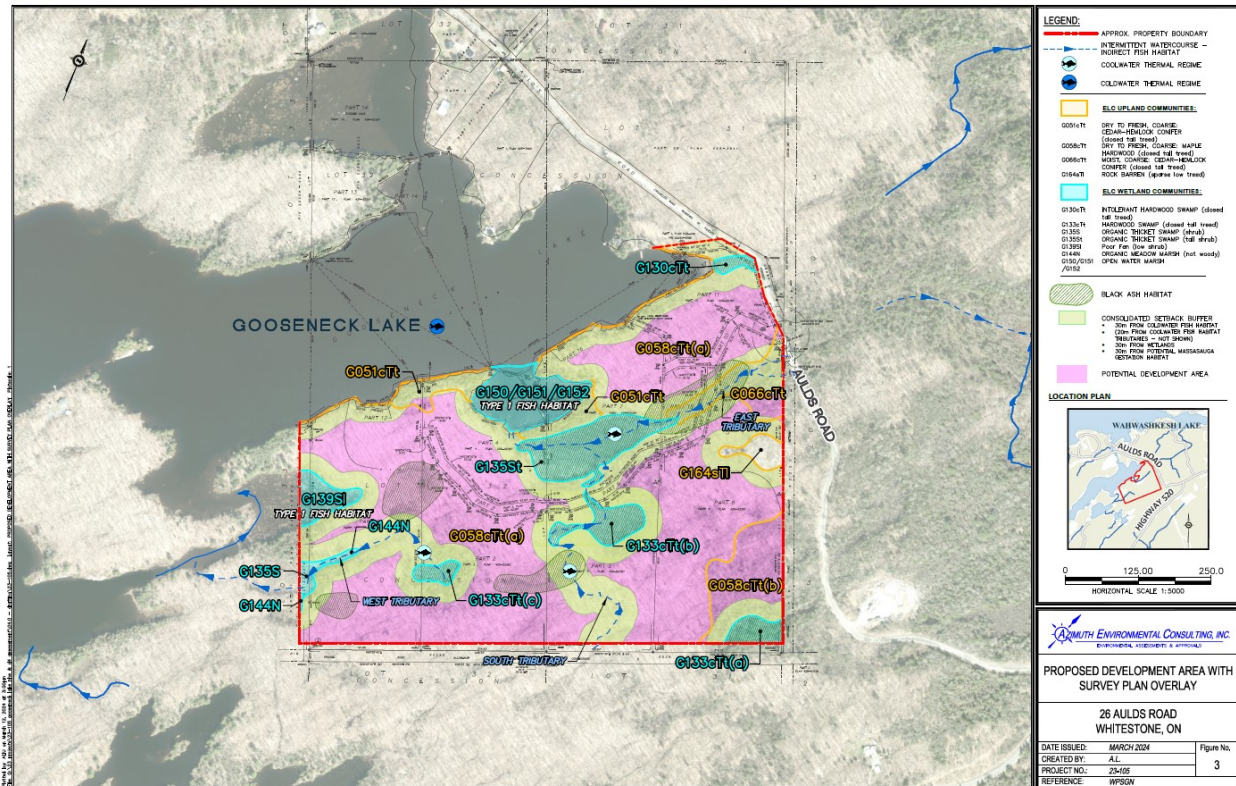
**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**HEATHER GAYE HISEY and SUSAN JOANNE MANNERY**

The development plan, is hereby incorporated into this Agreement as part of this Schedule "B". A copy of this document is available at the Municipality of Whitestone offices, 21 Church Street, Dunchurch, ON P0A 1G0, Monday to Friday, during regular business hours.



**Schedule “C”  
TO THE CONSENT AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**HEATHER GAYE HISEY and SUSAN JOANNE MANNERY**

Environmental Impact Study prepared by Azimuth Environmental Consulting Inc. dated October 2023

The document, Environmental Impact Study prepared by Azimuth Environmental Consulting Inc. dated October 2023, is hereby incorporated into this Agreement as part of this Schedule “C”. A copy of this document is available at the Municipality of Whitestone offices, 21 Church Street, Dunchurch, ON P0A 1G0, Monday to Friday, during regular business hours.

**Schedule “D”  
TO THE CONSENT AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**HEATHER GAYE HISEY and SUSAN JOANNE MANNERY**

Environmental Impact Study prepared by Azimuth Environmental Consulting Inc. dated October 2023

The document, Site Evaluation prepared by Azimuth Environmental Consulting Inc. dated May 2023 in accordance with Ministry of the Environment, Conservation & Parks (MECP) Guideline D-4 “Land Use on or Near Landfills and Dumps”, is hereby incorporated into this Agreement as part of this Schedule “D”. A copy of this document is available at the Municipality of Whitestone offices, 21 Church Street, Dunchurch, ON P0A 1G0, Monday to Friday, during regular business hours.

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE  
BY-LAW No. 24-2024**

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**A By-law to Enter into an Agreement  
for Conditions of Approval of Consent B57/2022(W)**

**(Assessment Roll No. 050 004 05000, HISEY, Heather and MANERY, Susan)**

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**WHEREAS** Section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended provides for powers of a natural person whereby a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

**AND WHEREAS** it is deemed desirable that the Corporation of the Municipality of Whitestone enter into an agreement with Heather Hisey and Susan Manery for the purposes of fulfilling conditions of an approved Consent Application B57/2022(W);

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Municipality of Whitestone hereby enacts as follows:

1. **THAT** the Mayor and CAO/Clerk of the Corporation of the Municipality of Whitestone are hereby authorized to execute under seal of the Corporation an Agreement between the Municipality of Whitestone and Heather Hisey and Susan Manery; and
2. **THAT** the said Agreement is attached hereto and shall form part of this By-law as Schedule "A"; and
3. **THAT** this By-law shall come into effect upon the date, and at the time of its passing; and
4. **THAT** By-law No. 24-2024 being a By-law to enter into an agreement with Heather Hisey and Susan Manery for the purposes of fulfilling conditions of an approved Consent Application B57/2022(W) is hereby passed this 21st day of May, 2024.

\_\_\_\_\_  
**Mayor** George Comrie

\_\_\_\_\_  
**CAO/Clerk** Michelle Hendry



**Schedule 'A' to By-law 24-2024**



21 Church Street  
Dunchurch, Ontario P0A 1G0 Phone: 705-  
389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Paula Macri, Planning Assistant

**Date:** May 13, 2024

**Agenda Date:** May 21, 2024

**Re:** DUPREY, Brent and Rota  
Consent Application B36/2021(W)  
**Status of Conditions of Approval**

### Background

At the Council meeting of August 2, 2022, the following resolution was passed:

**Resolution No. 2022-275**

**Moved by:** Councillor Joe McEwen

**Seconded by:** Councillor Beth Gorham-Matthews

**WHEREAS** John Jackson, Planner Inc., has prepared a report for the Parry Sound Area Planning Board regarding Consent Application B36/2022(W) – DUPREY and provided a copy to the Municipality of Whitestone;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receives this report as information;

**AND THAT** the Council of the Municipality of Whitestone recommends this Consent Application for Approval in principle, subject to the following conditions:

1. That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law;
2. That the new lot(s) receive 911 addressing from the Municipality;
3. That the applicant(s) enter(s) into a Section 51(26) Consent Agreement with the Municipality of Whitestone to be registered on title, to the effect that the owner(s) of the severed lot(s) be responsible for:
  - a. the implementation of all recommended Mitigation Measures as set out in the Hutchison Environmental Sciences Report dated July 4, 2022;
  - b. the private road access to the lot(s) and will indemnify the Municipality for any access responsibilities and liabilities; and

- c. the implementation of the recommendation in section 13.04.3 of the Municipality of Whitestone Official Plan (2016) in respect of sewage system setbacks, such that to mitigate against the potential of phosphorus loading of the waterbody, the sewage disposal systems shall be located at least 30 metres from the shoreline of the lake whenever possible
- 4. That payment of all applicable planning fees be made to the Municipality of Whitestone.

<b>Recorded Vote:</b>	YEAS	NAYS	ABSTAIN
Councillor, Beth Gorham-Matthews	X		
Councillor, Joe Lamb	X		
Councillor, Joe McEwen	X		
Councillor, Brian Woods	X		
Mayor, George Comrie		X	
			<b>Carried</b>

On August 29, 2022, the Parry Sound Area Planning Board granted the creation of the three new waterfront lots on Lorimer Lake accessed by a private right-of-way as applied for by Brent and Rota Duprey subject to the following conditions:

**Planning Board Requirements**

- 1. That the applicant provides the Secretary-Treasurer with:

From Lawyer:

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

From Surveyor

- c) a copy of the survey plan deposited in the Land Registry Office

**Municipal Compliance Letter Requirements**

- 2. Payment of a fee in lieu of parkland in accordance with the Municipality's fee by-law;
- 3. That the owner enters into a 51(26) consent agreement to include:
  - a) The implementation of the mitigation measures set out in the [Hutchison Environmental Sciences Report dated June 27, 2022](#)
  - b) Recognizing the private access road to the newly created lots and limiting the liability and responsibility of the Municipality to provide for road services; and
  - c) Implementing those septic system design measures to ensure the retention of phosphorous.

**Status of Conditions of the Parry Sound Area Planning Board approval of August 29, 2022:**

1. That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-law.
  - Condition satisfied.
2. That the owner enters into a 51(26) consent agreement to include:
  - a) The implementation of the mitigation measures set out in the Hutchison Environmental Sciences Report dated July 4, 2022;
  - b) Recognizing the private access road to the newly created lots and limiting the liability and responsibility of the Municipality to provide for road services; and
  - c) Implementing those septic system design measures to ensure the retention of phosphorous.
  - Consent Agreement has been reviewed by MHBC and the applicants' solicitor, Larry Douglas and is attached as **Attachment 3**

Kindly note that the applicants must fulfill the above-noted conditions of the consent by August 31, 2024.

**ATTACHMENTS:**

**Attachment 1**

- Report from John Jackson, Planner dated July 18, 2022

**Attachment 2**

- 42R-22360

**Attachment 3**

- Consent Agreement



CONSENT APPLICATION NO. B36/2022(W)

PART OF LOT 33, CONCESSION A

GEOGRAPHIC TOWNSHIP OF HAGERMAN

90 SWORDS ROAD

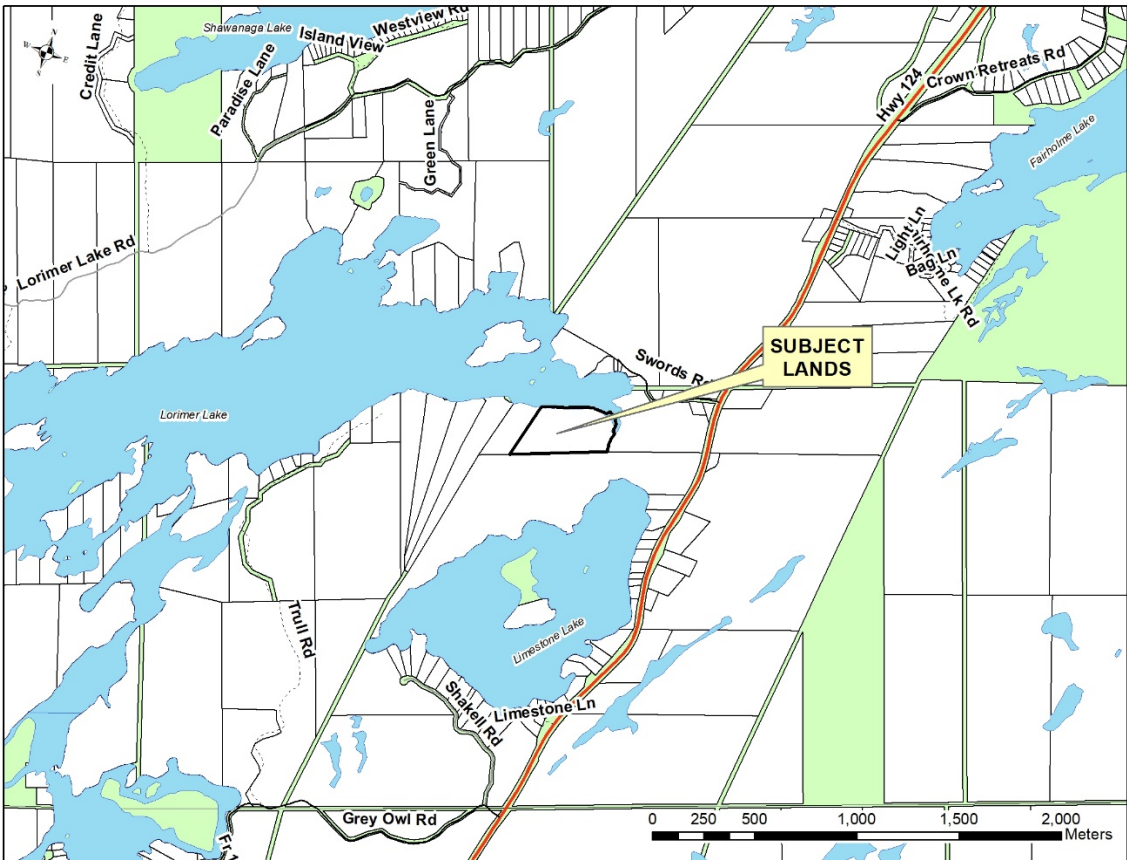
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APPLICANTS: Brent and Rota Duprey

July 18, 2022

**PURPOSE OF THE APPLICATION**

The Dupreys own a parcel of land on Lorimer Lake adjacent to Lorimer Lake Resort. They are proposing to create three new waterfront lots accessed by a private right-of-way.

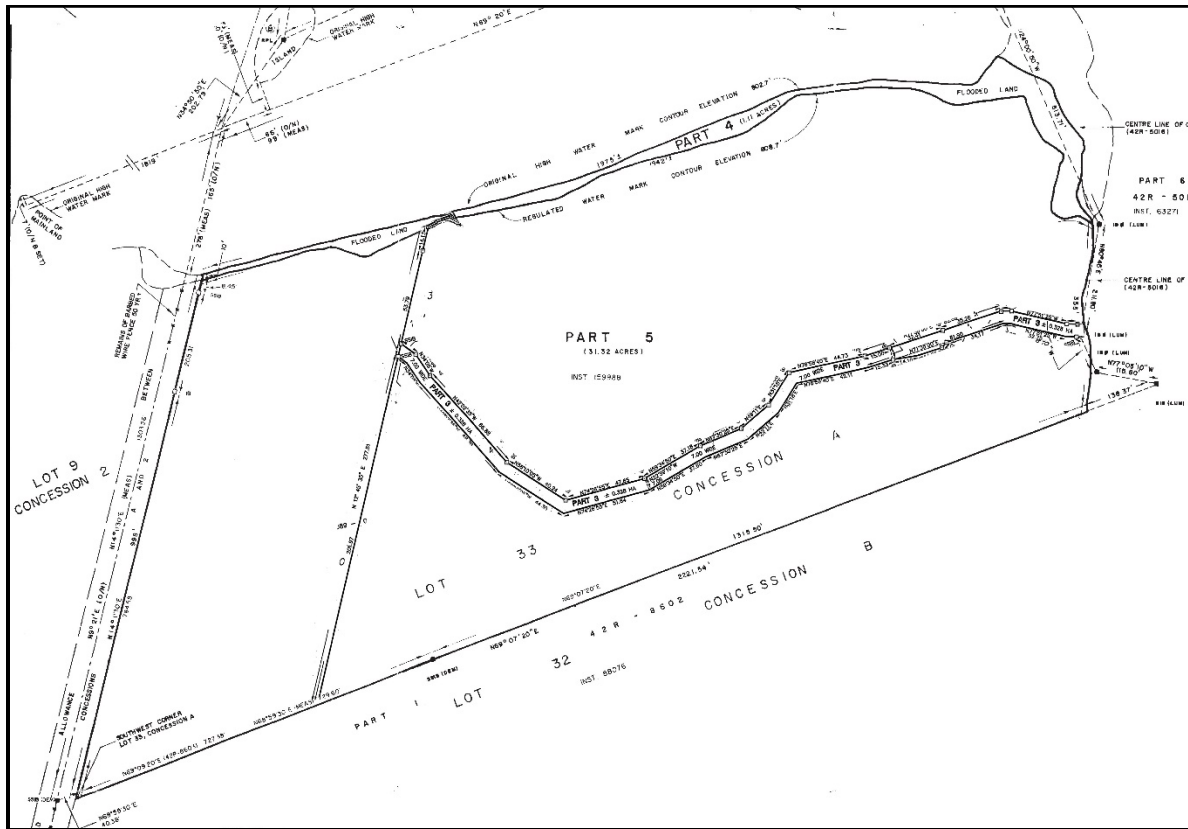


## PROPERTY DESCRIPTION

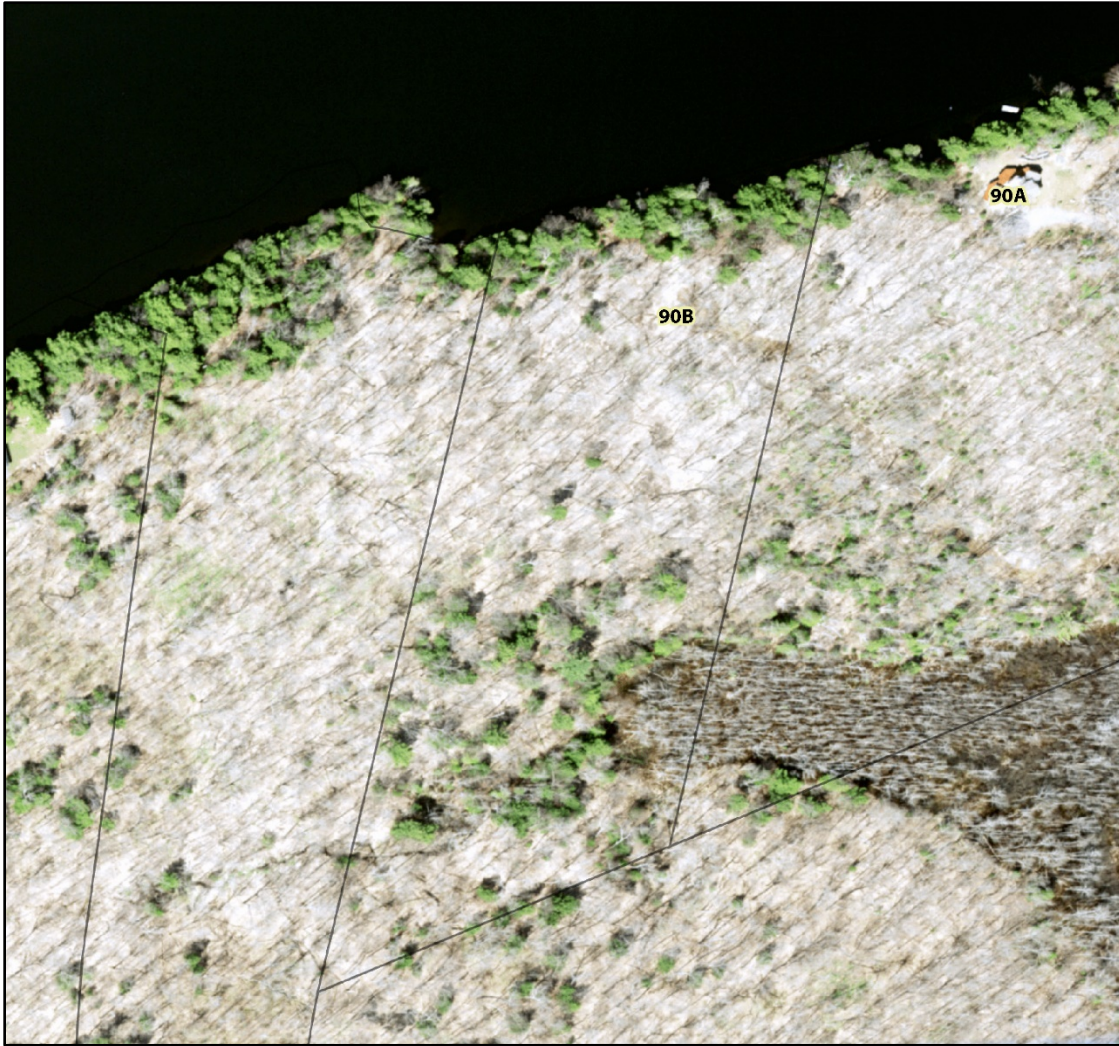
The lands consist of approximately 10 hectares with approximately 700 metres of frontage on Lorimer Lake.

Brent and Rota Duprey have their existing home on Lorimer Lake. They are proposing to create three new lots on the lake for future estate planning purposes.

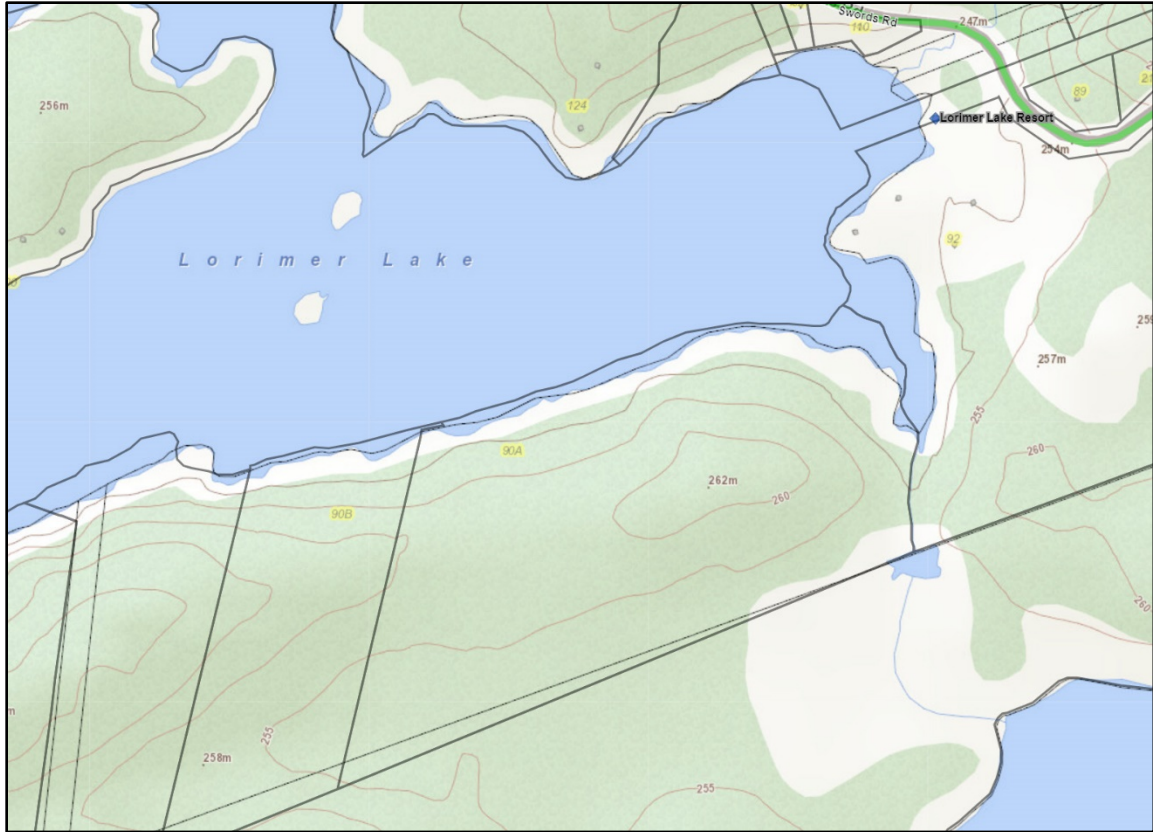
The lands are located at the extreme eastern end of Lorimer Lake with access off Swords Road through Lorimer Lake Resort.



Approximately 10 years earlier, Mr. Duprey created a lot to the west of his property that has since been developed.



The subject lands are moderately steep with a ridge that divides the lands between draining to Lorimer Lake to the north and a wet land system to the south towards Limestone Lake.



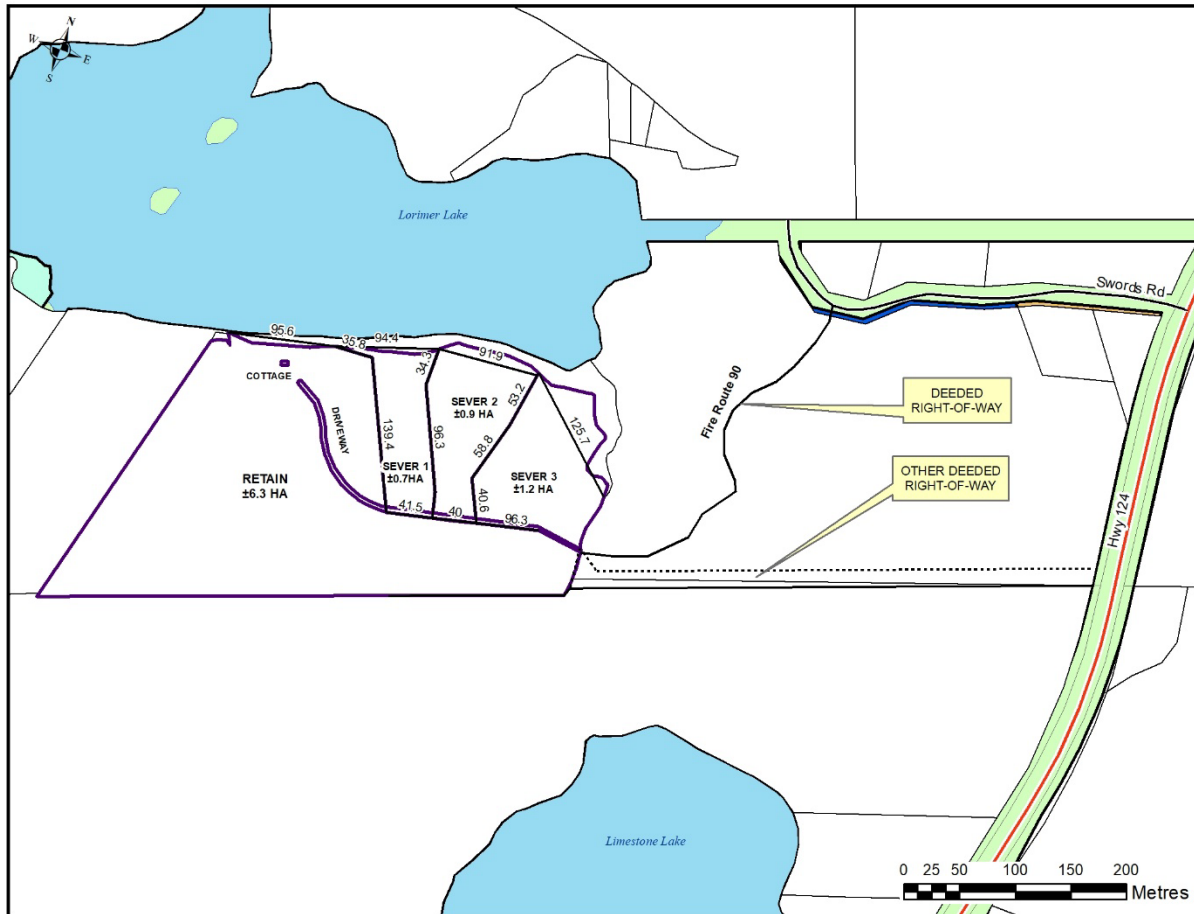
The lands include a predominantly deciduous forest with a conifer shoreline.





## **CONSENT APPLICATION**

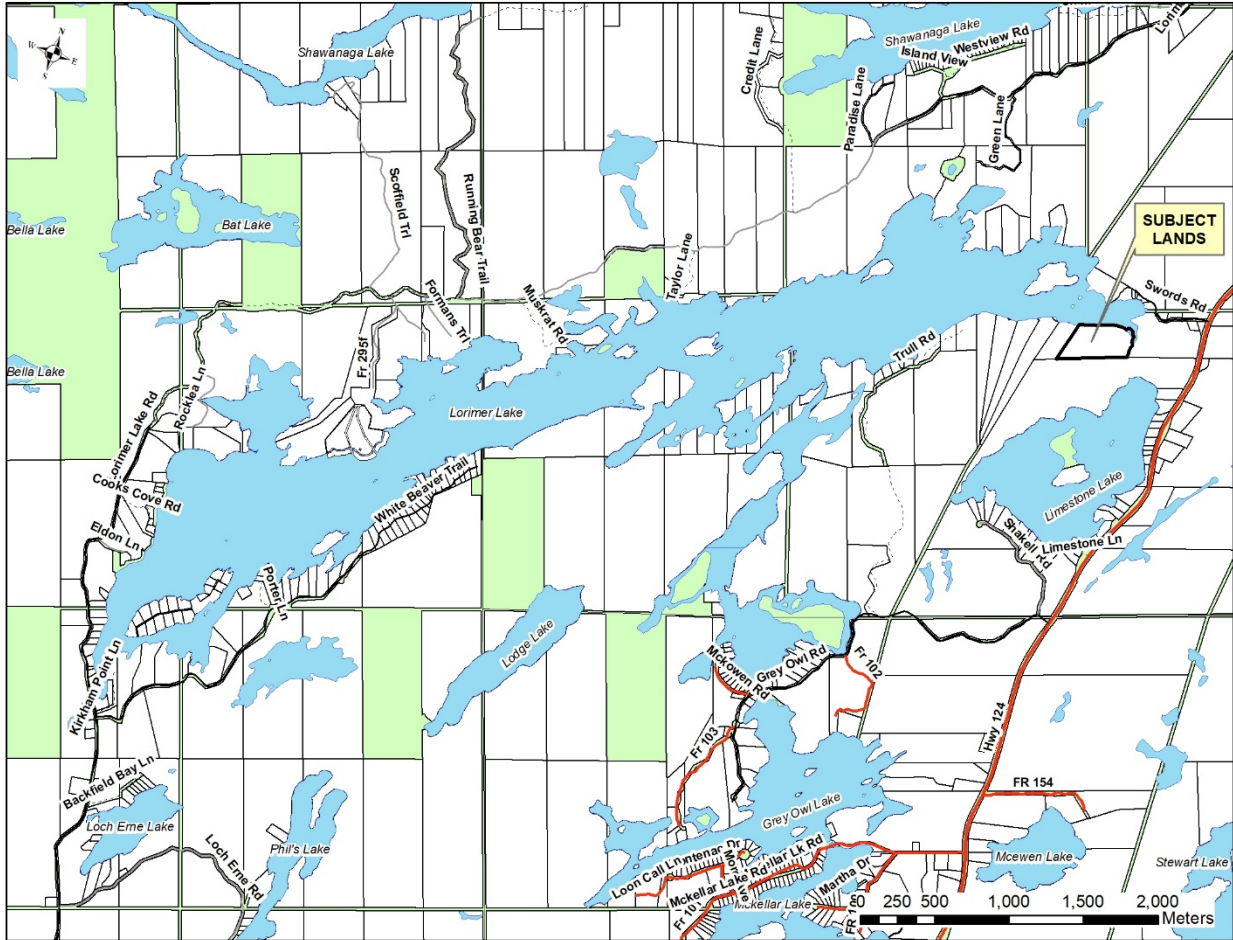
The Duprey's are proposing to create three new lots having a minimum of 90 metres frontage with lot areas 0.7 hectares or greater.



The lots are proposed to be accessed off a new right-of-way that exists to the subject lands from Highway No. 124 but is not yet constructed. This access is proposed to avoid conflict with the resort. (right-of-way document enclosed).

## **LORIMER LAKE**

Lorimer Lake is a medium to large sized lake that spans both McDougall and Whitestone.



Lorimer Lake is a high water quality Lake and has been able to support lake trout. It has not been identified as being capable of sustaining a lake trout fishery but there has been some notable success in stocking the lake with trout by the province.

Because of its qualities of supporting a lake trout fishery, the lake has a provincial interest to ensure that its water qualities are maintained to allow the continued trout fishery to be sustained.

Early in the land use planning efforts for lakes and particularly lake trout lakes, caution was taken to avoid any further degradation of water quality by additional development along the shoreline of lakes. There was an early belief that nutrients associated with shoreline development would contribute to the enrichment of adjacent waters and cause a cycle of algae or vegetation growth leading to decay and oxygen deprivation over time.

This belief was so convincing that the provinces policy for lake trout lakes included restricting any further shoreline development on many lake trout lakes.

The primary component of the model to evaluate lake capacity was the anticipated loading of the nutrient phosphorous which is a measured component of wastewater directly attributable to shoreline development. Given the assumption that the amount of phosphorous from shoreline related development would migrate to the adjacent surface waters, the model could predict the residual capacity of a waterbody to absorb additional development.

After 40 years of study, it has been discovered that the nature of the heavily mineralized soils of the Canadian Shield with its tendency towards acidic conditions, in fact, does not lend itself to have the phosphorous chemical migrate towards the adjoining surface water. The findings of these studies have determined that the phosphorous chemicals are “bound” by the septic bed soils and do not find their way to the adjoining waterbody.

This scientific discovery has turned out to be a significant determinant in altering lake planning for many of Ontario Shield lakes.

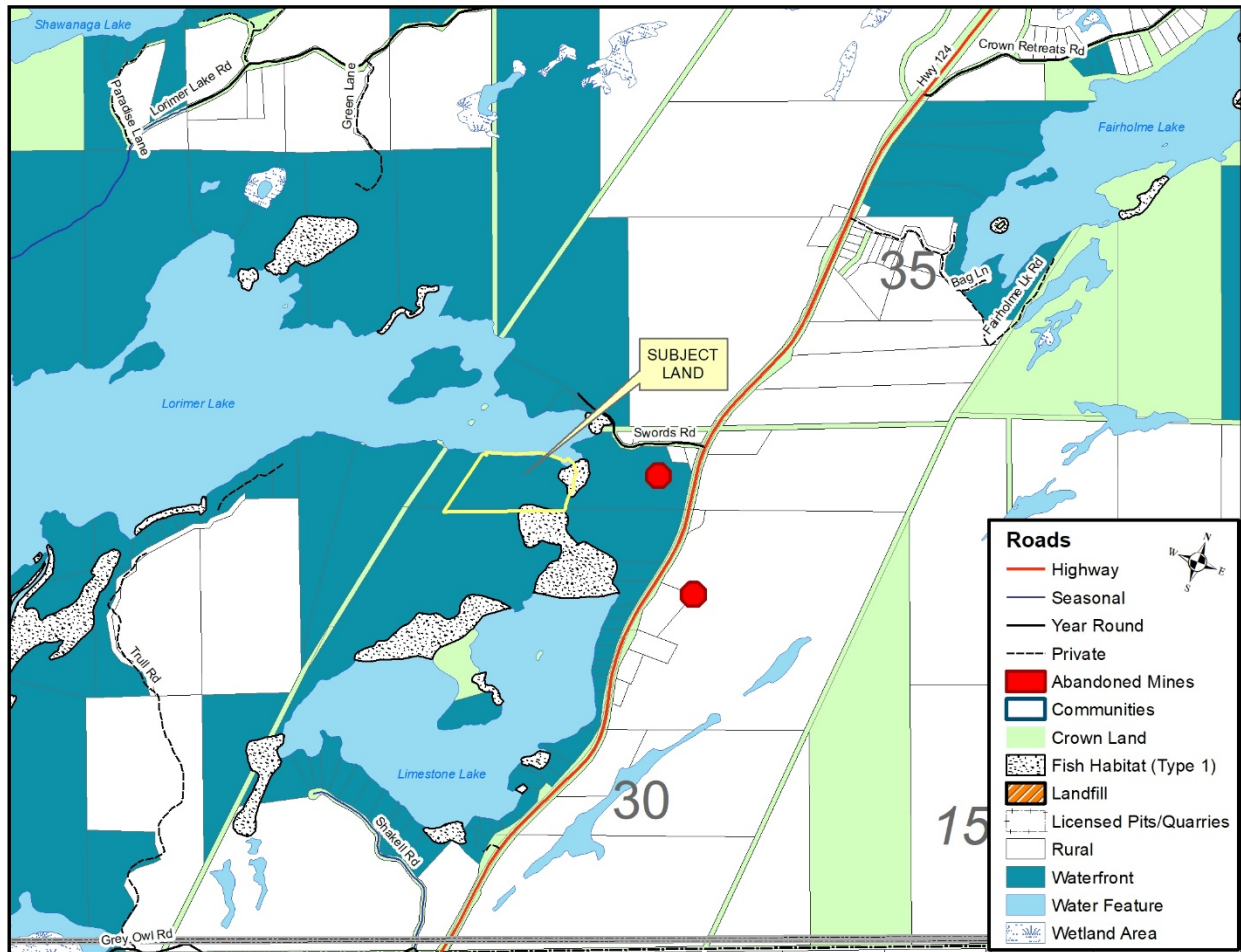
The conclusions of these studies have fundamentally erased the premise of all provincial planning guidelines relating to lake capacity for Canadian Shield water bodies.

The interesting shortfall in this emerging understanding is that the province has been slow to recognize the science and many institutions, agencies and interest groups wish to rely on a false framework that restricts shoreline development for a variety of reasons that are no longer pertinent.

As an example, the province maintains the guideline for lake capacity for planning purposes as set out in a document called the Lakeshore Capacity Assessment Handbook (LCAH). This document was published in May of 2010 and has not been updated or revised to reflect the new realities.

## **OFFICIAL PLAN**

Lorimer Lake is designated Waterfront in the official plan.



The principles of waterfront development are set out in section 13.03.

### ***13.03 Principles of Waterfront Development***

***13.03.1 The principles of waterfront development are based upon the relevant objectives of this Plan.***

***13.03.2 These principles include maintaining the low density residential shoreline density together with occasional tourist commercial uses.***

***13.03.3 The municipality is interested in preserving the character of its waterfront communities.***

***13.03.4 These principles include ensuring that any development complies with any relevant carrying capacity for any particular lake or part thereof.***

- 13.03.5 A strong principle in considering any waterfront development will be the protection of natural heritage vales. The municipality will require the assessment of impacts and in particular environmental impacts and protecting against any negative or adverse impacts on any ecological functions.**
- 13.03.6 An important principle for the consideration of any waterfront development will be to prevent any negative impacts on water quality or quantity.**
- 13.03.7 The municipality shall consider the degree of obtrusiveness of built form to ensure the compatibility of any new development.**
- 13.03.8 The municipality shall ensure that all development is evaluated for risks in terms of traffic, navigation, natural or man-made hazards.**
- 13.03.9 The municipality will encourage the protection of cultural heritage resources in accordance with 2.6 of the PPS.**

There are also policies that recognize water quality protection.

#### **13.04 Water Quality Protection**

**13.04.1 The preservation of water quality of recreational waterbodies is paramount to the municipality. The municipality supports the tenets of the guidelines set out in the Lakeshore Capacity Assessment Handbook as well as the former provincial water quality objectives.**

**13.04.2 The Municipality of Whitestone has both warm water lakes and cold water lakes. The coldwater lakes include Fairholme, Lorimer, Miskokway, Trout Lake and Lake Wahwashkesh. Development on or upstream of any of these lakes that are deemed to be at capacity shall only occur in accordance with the Lakeshore Capacity Assessment Handbook.**

**For all other waterbodies including the river systems in the municipality, the following policies shall apply.**

**13.04.3 It is the policy of this Plan to encourage an increased front yard setback for sewage disposal systems. The Ontario Building Code requires a clearance of 15 metres. However, for the purposes of mitigating against the potential of phosphorus loading of the waterbody, it is recommended that sewage disposal systems (either conventional septic tank tile field or Ontario Building Code approved filter beds, or tertiary treatment systems) be located at least 30 metres from the shoreline of the lake whenever possible.**

The official plan continues to recognize the LCAH.

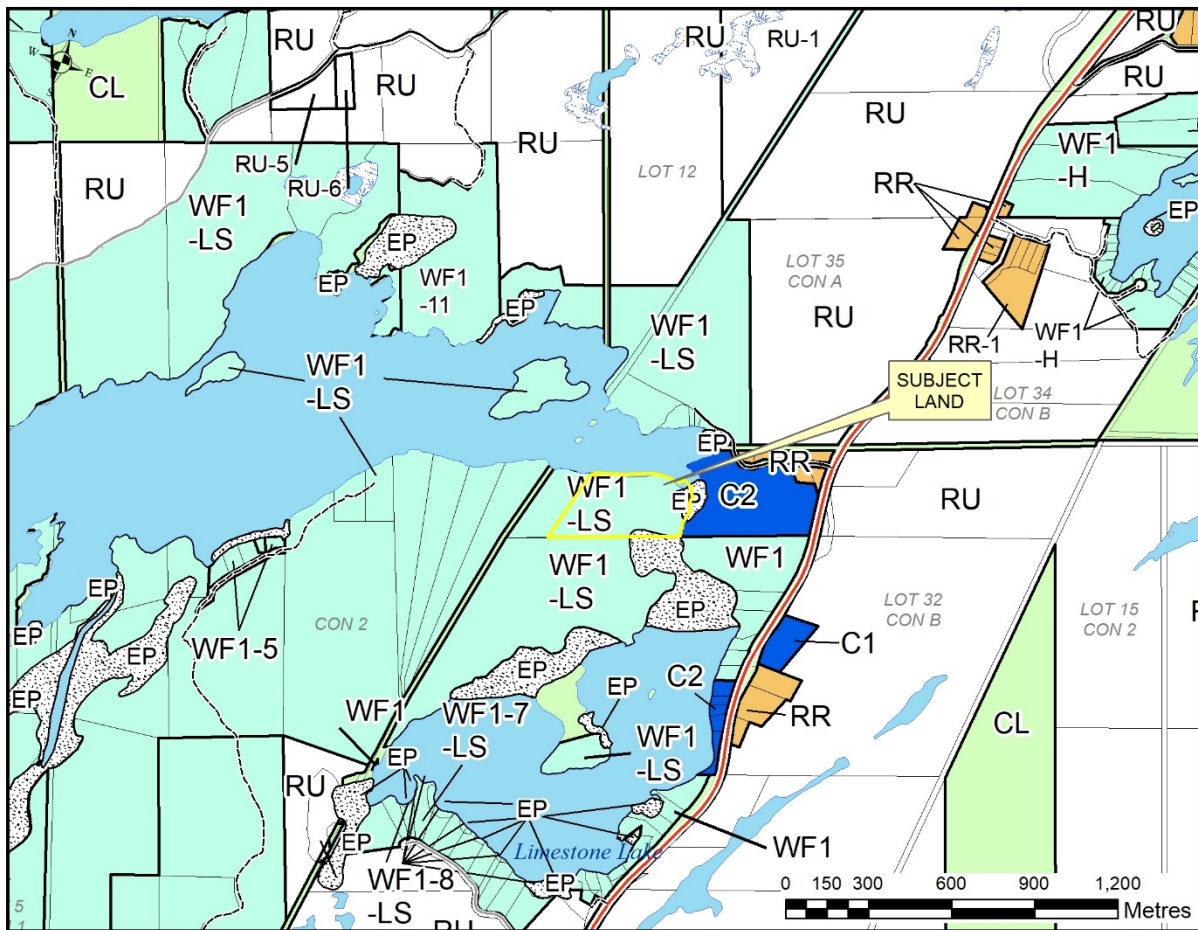
#### **17.06 Lorimer Lake**

**17.06.1 Lorimer Lake is managed as a lake trout lake and the lake has been identified as being at capacity. New lot creation may only be considered in accordance with the LCAH.**

There has often been the misunderstanding that the LCAH would restrict further development on lake trout lakes. As discussed above, it has been determined that the tenets of this lake capacity tool have some errors. There are positive elements in the guideline but the dominant lake planning tools are now those that relate to best management practises related to bio-physical factors.

For this reason, any development proposed on the shoreline of lake trout lakes needs to be assessed on a site specific basis to consider provincial policy, fisheries, species at risk and sound environmental practices. The applicant has engaged a qualified consultant to review the consent.

## ZONING



The subject lands are zoned Waterfront Residential 1 (WF1) with a Limited Services designation (LS).

The subject lands that are proposed to create three new waterfront lots will have a minimum of 90 metres frontage and greater than 0.7 hectares of lot area. These lots will comply with requirements of the WF 1 Zone.

	MINIMUM AREA	MINIMUM FRONTAGE
By-Law	0.6	90m
RETAINED	6.3	95.6
LOT 1	0.7	94.4
LOT 2	0.9	91.9
LOT 3	1.2	125.7

### **ENVIRONMENTAL IMPACT STUDY**

Hutchison Environmental Sciences LTD have prepared an assessment of the proposed consent. (see attached).

The recommendations of this report include:

- Recommendation of constraint areas
- Timing of development
- Erosion and sediment control
- Vegetation control
- Buffers
- Fish habitat protection measures

These matters can be implemented as part of a 51(26) agreement.

Consent notice has been circulated to neighbours within 60 metres and the Lorimer Lake Cottage Association.

## **CONCLUSIONS**

That the consent proposing to create three new waterfront lots on Lorimer Lake accessed by a private right-of-way as applied or by Brent and Rota Duprey in Consent Application No. B36/2022(W) be approved subject to the following conditions:

- 1) Payment of a fee in lieu of parkland in accordance with the Municipality's fee By-Law;
- 2) That the owner enters into a 51(26) consent agreement to include:
  - a) The implementation of the mitigation measures set out in the Hutchison Environmental Sciences Report dated June 27, 2022;
  - b) Recognizing the private access road to the newly created lots and limiting the liability and responsibility of the Municipality to provide for road services; and
  - c) Implementing those septic system design measures to ensure the retention of phosphorous.
- 3) 911 Addressing; and
- 4) Payment of any applicable planning fees.

Respectfully submitted,



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

JJ;jc



SCHEDULE				
PART	LOT	CONCESSION/PLAN	PIN	AREA (HECTARES)
1				0.12 Ha.±
2				0.71 Ha.±
3				0.05 Ha.±
4	PART OF LOT 33	A	PART OF PIN 52089-0541(LT)	0.86 Ha.±
5				0.37 Ha.±
6				1.25 Ha.±
7				1.27 Ha.±

**PLAN 42R-22360**

Received and deposited

November 27<sup>th</sup>, 2023

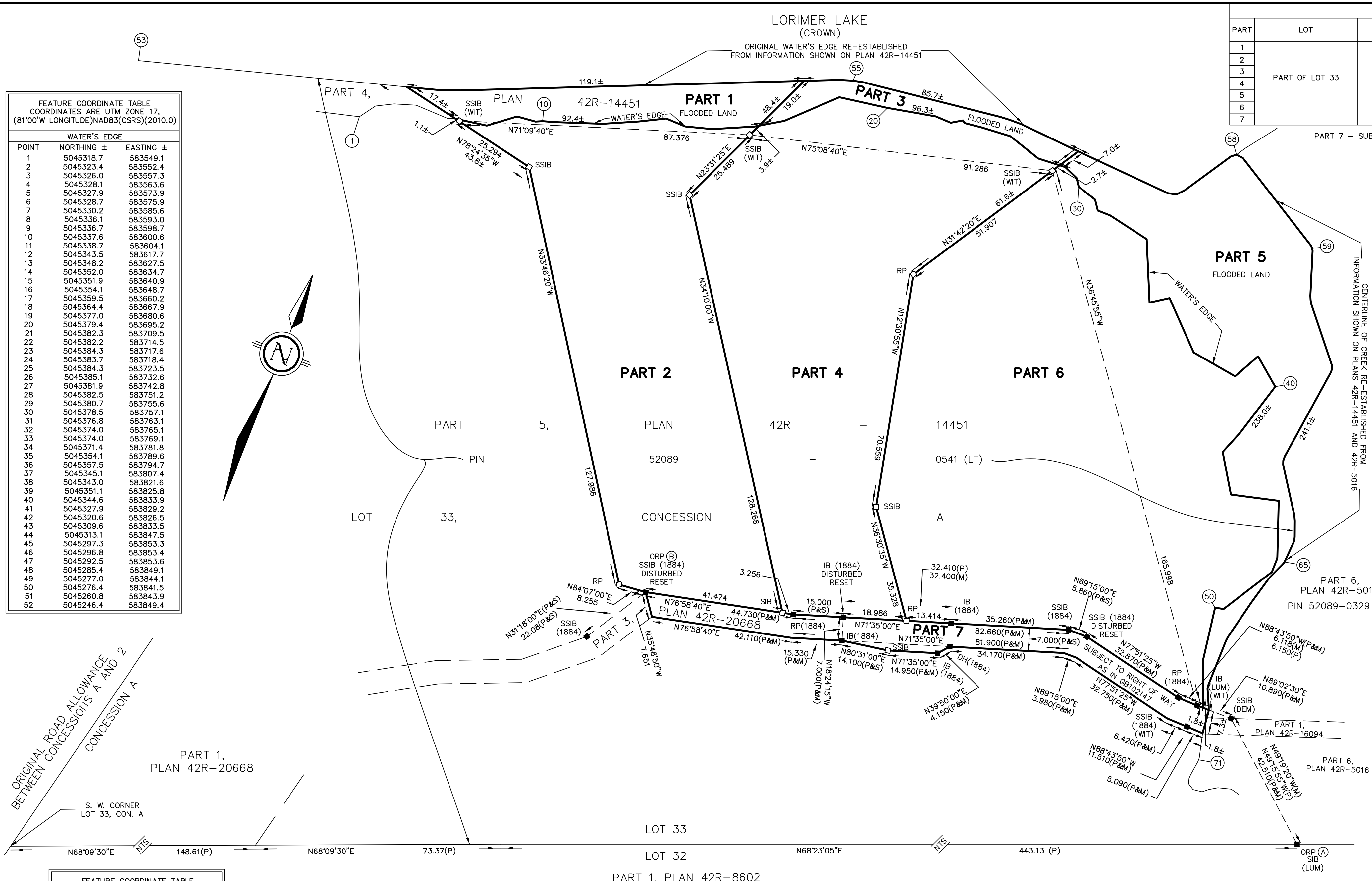
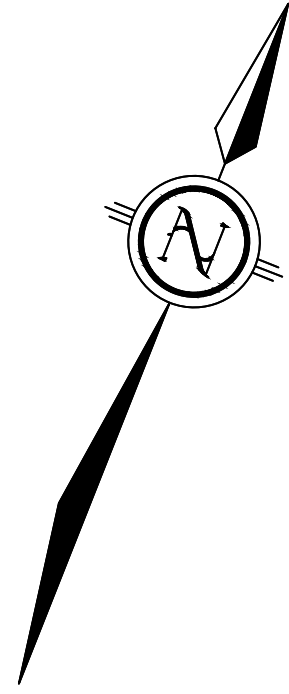
April Sarkany

Representative for the  
Land Registrar for the  
Land Titles Division of  
Parry Sound (No.42)

FEATURE COORDINATE TABLE  
COORDINATES ARE UTM ZONE 17,  
(81°00'W LONGITUDE)NAD83(CSRs)(2010.0)

WATER'S EDGE

POINT	NORTHING ±	EASTING ±
1	5045318.7	583549.1
2	5045323.4	583552.4
3	5045326.0	583557.3
4	5045328.1	583563.6
5	5045327.9	583573.9
6	5045328.7	583575.9
7	5045330.2	583585.6
8	5045336.1	583593.0
9	5045336.7	583598.7
10	5045337.6	583600.6
11	5045338.7	583604.1
12	5045343.5	583617.7
13	5045348.2	583627.5
14	5045352.0	583634.7
15	5045351.9	583640.9
16	5045354.1	583648.7
17	5045359.5	583660.2
18	5045364.4	583667.9
19	5045377.0	583680.6
20	5045379.4	583695.2
21	5045382.3	583709.5
22	5045382.2	583714.5
23	5045384.3	583717.6
24	5045383.7	583718.4
25	5045384.3	583723.5
26	5045385.1	583732.6
27	5045381.9	583742.8
28	5045382.5	583751.2
29	5045380.7	583755.6
30	5045378.5	583757.1
31	5045376.8	583763.1
32	5045374.0	583765.1
33	5045374.0	583769.1
34	5045371.4	583781.8
35	5045354.1	583789.6
36	5045357.5	583794.7
37	5045345.1	583807.4
38	5045343.0	583821.6
39	5045351.1	583825.8
40	5045344.6	583833.9
41	5045327.9	583829.2
42	5045320.6	583826.5
43	5045309.6	583833.5
44	5045313.1	583847.5
45	5045297.3	583853.3
46	5045296.8	583853.4
47	5045292.5	583853.6
48	5045285.4	583849.1
49	5045277.0	583844.1
50	5045276.4	583841.5
51	5045260.8	583843.9
52	5045246.4	583849.4



PLAN OF SURVEY OF  
PART OF LOT 33, CONCESSION A  
GEOGRAPHIC TOWNSHIP OF HAGERMAN  
NOW IN THE MUNICIPALITY OF WHITESTONE  
DISTRICT OF PARRY SOUND  
TULLOCH GEOMATICS INC.  
2023  
SCALE 1:750

6m 0 6 30m

THE INTENDED PLOT SIZE OF THIS PLAN IS 762mm IN WIDTH BY 457mm IN HEIGHT  
WHEN PLOTTED AT A SCALE OF 1:750.

**METRIC:**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED  
TO FEET BY DIVIDING BY 0.3048.

**DISTANCE:**  
GROUND DISTANCES SHOWN HEREON CAN BE CONVERTED TO UTM GRID BY MULTIPLYING BY  
A COMBINED SCALE FACTOR OF 0.999650.

**BEARING NOTE:**  
BEARINGS ARE UTM GRID AND ARE DERIVED FROM SPECIFIED CONTROL POINTS 00819890450  
AND 00819960295, UTM ZONE 17 (81°00' WEST LONGITUDE), NAD83(CSRs)(2010.0).

**ROTATION NOTE:**  
A ROTATION FACTOR OF 0°44'15" COUNTER CLOCKWISE HAS BEEN APPLIED TO THE ASTRONOMIC  
BEARINGS OF UNDERLYING PLANS 42R-5016 AND 42R-14451 TO ACCOUNT FOR DIFFERENT  
REFERENCE MERIDIANS.

**WATER NOTE:**  
THE LIMIT OF LORIMER LAKE AS ESTABLISHED FROM INFORMATION SHOWN ON PLAN 42R-14451  
HAS BEEN ACCEPTED AS THE BEST AVAILABLE EVIDENCE OF THE EDGE OF THIS LAKE AS IT  
EXISTED AT THE TIME OF THE ORIGINAL SURVEY OF THE GEOGRAPHIC TOWNSHIP OF HAGERMAN.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE  
SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE  
REGULATIONS MADE UNDER THEM.  
(2) THE SURVEY WAS COMPLETED ON THE 1st DAY OF SEPTEMBER, 2023.

OCTOBER 4, 2023  
DATE

*Nancy Harris-Herr*  
NANCY HARRIS-HERR  
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-62857.

FEATURE COORDINATE TABLE  
COORDINATES ARE UTM ZONE 17,  
(81°00'W LONGITUDE)NAD83(CSRs)(2010.0)

CENTERLINE OF CREEK RE-ESTABLISHED  
FROM INFORMATION SHOWN ON PLANS  
42R-14451 AND 42R-5016

POINT	NORTHING ±	EASTING ±
59	5045387.1	583828.9
60	5045372.6	583834.2
61	5045356.1	583847.7
62	5045324.8	583844.3
63	5045310.5	583853.6
64	5045304.0	583856.1
65	5045296.7	583855.8
66	5045291.0	583853.5
67	5045280.9	583850.9
68	5045269.0	583848.3
69	5045253.6	583848.2
70	5045247.5	583850.9
71	5045232.2	583853.7

FEATURE COORDINATE TABLE  
COORDINATES ARE UTM ZONE 17,  
(81°00'W LONGITUDE)NAD83(CSRs)(2010.0)

ORIGINAL WATER'S EDGE  
RE-ESTABLISHED FROM INFORMATION  
SHOWN ON PLAN 42R-14451

POINT	NORTHING ±	EASTING ±
53	5045309.9	583481.4
54	5045334.8	583567.9
55	5045383.2	583682.5
56	5045389.5	583730.6
57	5045387.2	583785.2
58	5045404.9	583797.5

- LEGEND:**
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT SET
  - SIB DENOTES STANDARD IRON BAR
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - RP DENOTES ROCK POST
  - DH DENOTES DRILL HOLE
  - WT DENOTES WITNESS MONUMENT
  - M DENOTES MEASURED
  - S DENOTES SET
  - ORP DENOTES OBSERVED REFERENCE POINT
  - DEM DENOTES DOUGLAS E. MAGEE, O.L.S.
  - LUM DENOTES L. U. MAUGHAN COMPANY LIMITED, O.L.S.
  - 1884 DENOTES D. U. MAUGHAN, O.L.S.
  - P DENOTES PLAN 42R-20668

**INTEGRATION COORDINATE TABLE**

SPECIFIED CONTROL POINTS (SCP'S) AND  
OBSERVED REFERENCE POINTS (ORP'S):  
UTM ZONE 17 (81°00'W LONGITUDE) NAD83(CSRs)(2010.0)  
COORDINATES TO URBAN ACCURACY  
PER SECTION 14(2) OF O.REG 216/10.

SCP	NORTHING	EASTING
00819890450	5042154.672	584038.468
00819960295	5046986.134	584481.971

ORP	NORTHING	EASTING
A	5045219.585	583890.475
B	5045217.887	583681.295

COORDINATES CANNOT, IN THEMSELVES, BE USED TO  
RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**TULLOCH**

TULLOCH GEOMATICS INC.  
5 SEQUIN ST. T. 705 746.8404  
PARRY SOUND, ON F. 705 746.7685  
P2A 1A9 888 238.8883

parrysound@tulloch.ca

DRAWN BY: RJN FILE: 232111

**CONSENT AGREEMENT**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of May, 2024.

**BETWEEN:**

**BRENT DUPREY and ROTA DUPREY**

hereinafter called the "Owners"  
of the First Part

-and-

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

hereinafter called the "Municipality"  
of the Second Part

**WHEREAS** the lands affected by this Agreement are the lands described in Schedule "A" hereto annexed;

**AND WHEREAS** the Owners obtained, from the Parry Sound Area Planning Board (File B36/2022(W)) approval of a consent to sever the subject lands, the purpose of which is to provide for the creation of three (3) new waterfront lots with registered right-of-way on Lorimer Lake;

**AND WHEREAS** the conditions to approval require the Owners to enter into this agreement pursuant to section 53 of the *Planning Act*, and to register such agreement on title to the subject lands;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of other good and valuable consideration and the sum of One Dollar CDN (\$1.00 CDN) now paid by the Municipality to the Owners, the receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

**PART A – GENERAL**

1. The lands to be bound by the terms and conditions of this Agreement referred to as "the subject lands" are located in the Municipality and more particularly described in Schedule 'A' hereto.
2. The Development Plan forms part of this Agreement as Schedule "B".
3. The Environmental Impact Study prepared by Hutchinson Environmental Sciences Ltd. dated July 4, 2022 forms part of this Agreement as Schedule "C".
4. The survey plan describing the subject lands is Reference Plan No. 42R-22360.

5. This agreement shall be registered on title to the subject lands as provided for by Section 51(26) of the *Planning Act*, R.S.O. 1990, as amended, at the expense of the Owners.
6. This agreement will not be amended or removed from the title of the subject lands except where agreed upon by the Municipality and the Owners.

#### **PART B – PURPOSE OF THE DEVELOPMENT**

7. The Owners have applied for and received approval by the Parry Sound Area Planning Board under File No. B36/2022(W) creation of three (3) new waterfront lots with registered right-of-way on Lorimer Lake;

#### **PART C – ACCESS**

8. The Owners hereby acknowledge and recognize that the right-of-way over Part of Lot 33, Concession A, geographic Township of Hagerman, being Part 7, Plan 42R-22360, providing access to the subject lands legally described as Parts 2, 4, and 6 on 42R-22360, is privately owned and not maintained year-round by the Municipality.
9. The Owners hereby recognize and agree that the Municipality is not responsible or liable for the non-repair of the private road identified in paragraph 8 above.
10. The Owners hereby acknowledge and understand that the Municipality may not be able to provide emergency services to the subject lands accessed by the private right-of-way.

#### **PART D – ENVIRONMENTAL REVIEW**

11. The Owners have retained Hutchinson Environmental Sciences Ltd. to undertake an environmental impact study regarding the natural heritage features and their ecological functions.
12. The Owners hereby recognize and shall implement the recommendations identified in the Environmental Impact Study prepared by Hutchinson Environmental Sciences Ltd. dated July 4, 2022 (“HESL”).
13. The owners hereby agree to the following recommendations from the environmental impact study (page 25):

### **7 Recommended Mitigation Measures**

#### **7.1 Best Management Practices and Site Planning**

A variety of best management practices should be incorporated into the planning, construction, and post- construction stages of future development on the proposed lots, to avoid and minimize negative impacts on significant natural heritage features and their ecological functions.

## **7.2 Site Selection**

The size and location of the building envelope can influence its impact on the surrounding environment. The building envelope should be concentrated as much as possible so that encroachment into, and fragmentation of, natural habitat is avoided or minimized. Areas for construction laydown and storage should be kept as small as possible and away from sensitive natural heritage features. HESL has provided Environmental Constraints (Figure 5 – Development Plan) for the subject property which will guide all future development away from sensitive areas and minimize or prevent impacts to these features.

## **7.3 Timing**

Future development and site alteration (should it occur) should be scheduled for times of the year that avoid or minimize wildlife disturbance. These periods vary depending on wildlife species and habitat types. For example, hibernating wildlife are vulnerable to site clearing if it destroys their overwintering habitat (e.g., dens), while the spring and summer season is a sensitive period for many species that reproduce and raise young during this time. The migration period is also a higher risk period for many species of birds (Government of Canada 2019). Where it is not possible to avoid construction during sensitive wildlife periods, additional mitigation measures should be implemented as described in the following sections (i.e., buffers, exclusion fencing, lighting, wildlife inspections, fill management, retention of vegetation etc.).

The federal *Migratory Birds Convention Act (1994)* protects the nests, eggs and young of most bird species from harm or destruction. Development activities that could disturb breeding birds, such as clearing of vegetation, should be scheduled outside of the periods identified by the Act (Government of Canada 2019). The peak breeding bird season for the west Parry Sound area extends from mid- April through late August for most species (ECCC 2017). To avoid harm to SAR bats that may be utilizing the treed areas on the subject property, tree clearing activities should take place after October 1<sup>st</sup> and before April 1<sup>st</sup> of any year.

Amphibian and reptile populations are active from March to October in southern Ontario (MNRF 2016). Construction activities should be scheduled outside of these periods in areas close to, or including, potential habitat (such as wetlands and upland woodland habitat) to avoid disturbance of these species, and their habitats and movement corridors. For example, adult Snapping Turtles migrate from winter hibernation sites to summer habitat in April and May, while hatchlings move to water in early fall (MNRF 2016). Amphibian species generally breed from mid-March to the end of July (Bird Studies et al. 2009).

## **7.4 Erosion and Sediment Control Plan**

A plan should be developed to control erosion and subsequent sedimentation associated with development or site alteration to protect adjacent aquatic habitat. Controls, such as sediment barriers, should be securely installed prior to the initiation of work to avoid leakage during inclement weather. Regular monitoring and inspection should be carried out to ensure control measures are structurally sound and functioning effectively (including within 24 hours following any storm

event). Adjustments to control measures should be made as necessary to improve performance. Control measures should be maintained until vegetation has established on exposed soils.

## **7.5 Retention of Vegetation and Habitat Features**

The natural vegetation in the study area should be protected as much as possible, to maintain native plant diversity and the wildlife habitat it provides.

Any vegetation that must be removed during development or site alteration should be replaced with plantings of native species once development is complete. Future development plans for the proposed lots should aim to maintain at least 85% of the existing vegetation on each lot by limiting the size of the building envelope. It is recommended that no tree is removed or injured that is located more than 4.5 m (15 ft.) from the outer edge of a building, accessory structure, or septic system.

Topsoil management should be implemented as part of revegetation efforts. For example, the top 20 to 30 cm of stripped topsoil should be retained, stored, and used in restoration works so that the native and local seedbank is retained. Revegetated areas should be monitored to ensure successful establishment of native plantings.

## **7.6 Buffers**

A 30 m buffer has been established from Lorimer Lake, inland for the protection of Blanding's Turtle habitat, which in turn will further protect any sensitive fish habitat and maintain a natural buffer between the development and Lorimer Lake. Shoreline buffers can play an important role in protecting lake health. The physical separation they provide between upland human activity and the aquatic environment can aid in mitigating the effects of development and site alteration on water quality, erosion and flood control, and wildlife habitat. As stated in Section 13.04.6 of the Official Plan:

*'The area between the shoreline and any development on the lot including the cottage and septic system be maintained in its natural state in order to preserve a buffer of natural vegetation. The restrictions would require that the setback be altered or disturbed as little as possible, and trees should not be cut, nor vegetation cleared within it so that it functions as a natural shoreline buffer, except for access (a reasonable wide pathway to the shoreline), safety, or selective cutting or limbing for the reasonable provision of views from dwelling or cabins (bunkies). The width of the buffer should be the required front yard set out in the zoning by-law or larger should dwellings exceed the minimum required yard.'*

The area from the highwater mark extending inland a depth of a minimum of 30 metres, for the entire width of the lot, should be maintained with natural vegetation and preservation of at least 75% of trees within buffer. It is acknowledged that access to the shoreline will be required and where possible disturbance to the vegetated buffer should be kept to a minimum. Where a walkway is required through the buffer, it should meander to the

shoreline and be constructed of permeable material or be raised off the ground allowing for growth beneath the structure (Muskoka Watershed Council 2013). There are no specific guidelines in the Municipality of Whitestone's Official Plan or Zoning By-Law No. 07-2018 for walkway access to the shoreline, therefore HESL recommends a maximum width of 1.6 metres based on the Township of Georgian Bays Zoning By-law (2014-75).

### **7.6.1 Blanding's Turtle Habitat Protection**

Natural vegetated buffers serve many important functions, including provision of shade, food, nesting habitat, movement corridors, and protection from predators. The Constraints Analysis depicted in Figure 5 (Development Plan) should be used to direct development outside of the 30 m buffer for Blanding's Turtle habitat. The following additional mitigation measures are recommended to provide protection of Blanding's Turtles and their habitat:

- Installation of all Erosion and Sediment Control (ESC) measures prior to onsite disturbance;
- Construction of barriers and exclusion fencing to occur during species-specific timing windows; and,
- Establishment and maintenance of a 30 m natural buffer from the highwater mark of Lorimer Lake and wetland communities.

### **7.7 Fish Habitat**

The incorporation of the following mitigation measures will further minimize impacts to fish habitat should in-water structures be constructed in future:

- Utilize a dock design that has a small footprint on the lakebed, such as a floating dock.
- Implement a timing window for dock installation outside of March 15<sup>th</sup> to July 15<sup>th</sup> to protect spring spawning species.
- Clearing of riparian vegetation should be kept to a minimum.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary highwater mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.

## **PART E – SEPTIC SYSTEM DESIGN REQUIREMENTS**

14. The Ontario Building Code requires septic systems be setback a minimum clearance of 15 metres from the shoreline of Lorimer Lake. However, for the purposes of mitigating against the potential of phosphorus loading of the waterbody, it is recommended that septic systems be 30 metres from the shoreline of the lake whenever possible and that septic systems are located a minimum of 30m from any potential Type 1 fish habitat.
15. The Owners hereby recognize and shall implement the recommendations identified in the Scoped Environmental Impact Study prepared by Hutchinson Environmental Sciences Ltd., dated July 4, 2022.

## **PART F - EXPENSES TO BE PAID BY THE OWNERS**

16. Every provision of this Agreement by which the Owners are obligated in any way shall be deemed to include the words “at the expense of the Owners” unless the context otherwise requires.
17. The Owners shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this agreement.

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

18. The Owners covenant and agree with the Municipality, on behalf of itself, its successors and assigns, to indemnify and save harmless the Municipality, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the negligent or unlawful performance of or failure to perform any work by the Owners or on their behalf in connection with the carrying out of the provisions of this Agreement provided that such default, failure or neglect was not caused as a result of negligence or breach of this Agreement on the part of the Municipality its servants or agents.
19. The Owners further covenant and agree to release and forever discharge the Municipality from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Municipality to carry out any of its obligations under this Agreement, or, as a result of the Municipality performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Owners, provided that such default, failure or neglect was not caused as a result of negligence or breach of this Agreement on the part of the Municipality, its servants or agents.

## **PART H – ADMINISTRATION**

20. The Owners acknowledge that this agreement is entered into under the provisions of Section 51(26) of the *Planning Act*, R.S.O. 1990, as amended and that any expense of the Municipality arising out of the administration and enforcement of this agreement may be recovered as taxes under Section 398 of the *Municipal Act*, 2001 as amended and further

that the terms and conditions of this agreement may be enforced under conditional building permits under the *Building Code Act* and regulations thereunder.

- 21. The Owners and the Municipality acknowledge that the provisions of Section 67 of the *Planning Act*, R.S.O. 1990, as amended that provides that persons who contravene Section 51 and 52 of the *Planning Act* are liable on a first conviction to a fine of not more than Twenty-Five Thousand (\$25,000.00) Dollars and on a subsequent conviction of not more than Ten Thousand (\$10,000.00) Dollars for each day or part thereof upon which the contravention has continued after the day in which the person was first convicted.
- 22. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 23. This agreement shall come into effect on the date of execution by the Municipality and the Owners.

**IN WITNESSETH WHEREOF** the Municipality has caused their Corporate seal to be affixed over the signature of the respecting signing officers.

By the Municipality on this \_\_\_\_ day of May, 2024

**THE CORPORATION OF THE  
MUNICIPALITY OF WHITESTONE**

Per: \_\_\_\_\_  
George Comrie, Mayor

\_\_\_\_\_  
Michelle Hendy, CAO/Clerk

By the Owners on this \_\_\_\_ day of May, 2024.

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
BRENT DUPREY

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
ROTA DUPREY

\_\_\_\_\_  
Witness Signature



**Schedule "A"**  
**TO THE CONSENT AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**BRENT DUPREY and ROTA DUPREY**

The subject lands as identified on Plan 42R-22360.

Part of PIN 52089-0541 being Part of Lot 33, concession A, township of Hagerman now Municipality of Whitestone, District of Parry Sound being Parts 1, 2, 3, 4, 5, 6, and 7 Plan 42R-22360.

**Schedule "B"  
TO THE CONSENT AGREEMENT**

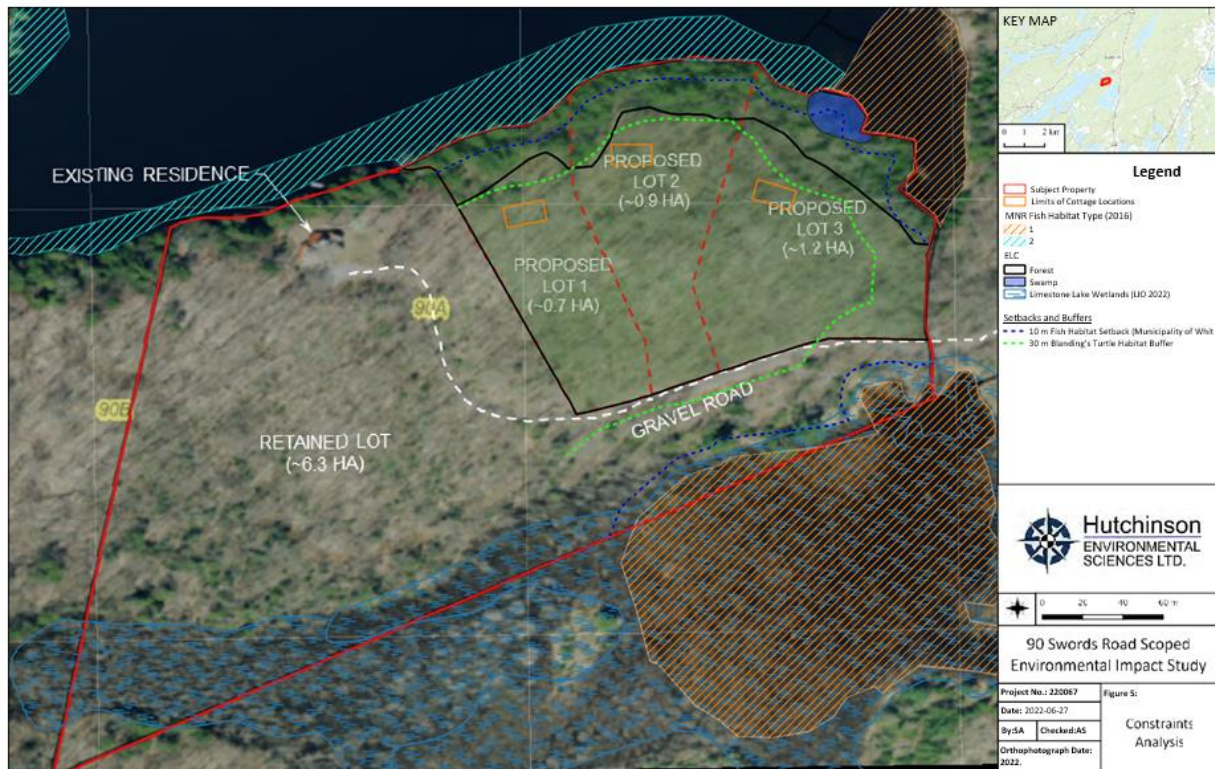
**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**BRENT DUPREY and ROTA DUPREY**

The development plan, is hereby incorporated into this Agreement as part of this Schedule "B". A copy of this document is available at the Municipality of Whitestone offices, 21 Church Street, Dunchurch, ON P0A 1G0, Monday to Friday, during regular business hours.



**Schedule "C"**  
**TO THE CONSENT AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**-AND-**

**BRENT DUPREY and ROTA DUPREY**

Environmental Impact Study prepared by Hutchinson Environmental Sciences Ltd. dated July 4, 2022

The document, Environmental Impact Study prepared by Hutchinson Environmental Sciences Ltd. dated July 4, 2022, is hereby incorporated into this Agreement as part of this Schedule "C". A copy of this document is available at the Municipality of Whitestone offices, 21 Church Street, Dunchurch, ON P0A 1G0, Monday to Friday, during regular business hours.

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE  
BY-LAW No. 25-2024**

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**A By-law to Enter into an Agreement  
for Conditions of Approval of Consent B36/2022(W)**

**(Assessment Roll No. 010 007 00501 - DUPREY, Brent and Rota)**

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**WHEREAS** Section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended provides for powers of a natural person whereby a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

**AND WHEREAS** it is deemed desirable that the Corporation of the Municipality of Whitestone enter into an agreement with Brent Duprey and Rota Duprey for the purposes of fulfilling conditions of an approved Consent Application B36/2022(W);

**NOW THEREFORE BE IT RESOLVED** that the Council of the Corporation of the Municipality of Whitestone hereby enacts as follows:

1. **THAT** the Mayor and CAO/Clerk of the Corporation of the Municipality of Whitestone are hereby authorized to execute under seal of the Corporation an Agreement between the Municipality of Whitestone and Brent Duprey and Rota Duprey; and
2. **THAT** the said Agreement is attached hereto and shall form part of this By-law as Schedule "A"; and
3. **THAT** this By-law shall come into effect upon the date, and at the time of its passing; and
4. **THAT** By-law No. 25-2024 being a By-law to enter into an agreement with Brent and Rota Duprey for the purposes of fulfilling conditions of an approved Consent Application B36/2022(W) is hereby passed this 21st day of May, 2024.

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**Mayor** George Comrie

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**CAO/Clerk** Michelle Hendry

**Schedule 'A' to By-law 25-2024**

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**BY-LAW NO. 26-2024**

**Being a By-law to authorize an agreement between the  
Municipality of Whitestone and Circular Materials Ontario**

**WHEREAS** under Section 8 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** under Section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** pursuant to Section 5.3 of the *Municipal Act*, 2001, S.O. 2001, c.25, the powers of every Council shall be exercised by By-law;

**AND WHEREAS** it is deemed expedient that the Municipality of Whitestone enter into a Depot Operations Agreement with Circular Materials Ontario respecting the collection of Blue Box Materials;

**AND WHEREAS** such a Depot Operations Agreement is required to set out the terms and conditions of the provision of such service;

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

1. **THAT** the Mayor and CAO-Clerk of the Municipality of Whitestone are hereby authorized to execute under seal of the Corporation an agreement being Schedule 'A' of this By-law between the Municipality of Whitestone and Circular Materials Ontario; and
2. **THAT** this By-law shall come into effect upon the date, and at the time of its passing; and
3. **THAT** By-law No. 26-2024 being a By-law to authorize the Mayor and CAO-Clerk to enter into an agreement with Circular Materials Ontario is hereby passed this 21st day of May, 2024.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
George Comrie

\_\_\_\_\_  
**CAO-Clerk**

\_\_\_\_\_  
Michelle Hendry

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**BY-LAW NO. 27-2024**

**Being a By-law to authorize a Lease Agreement between the  
Municipality of Whitestone and Waste Connections of Canada**

**WHEREAS** under Section 8 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** under Section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** pursuant to Section 5.3 of the *Municipal Act*, 2001, S.O. 2001, c.25, the powers of every Council shall be exercised by By-law;

**AND WHEREAS** it is deemed expedient that the Municipality of Whitestone enter into a Lease Agreement with Waste Connections of Canada;

**AND WHEREAS** such a Lease Agreement is required to set out the terms and conditions of the provision of such service;

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

1. **THAT** the Mayor and CAO-Clerk of the Municipality of Whitestone are hereby authorized to execute under seal of the Corporation a Lease Agreement being Schedule 'A' of this By-law between the Municipality of Whitestone and Waste Connections of Canada ; and
2. **THAT** this By-law shall come into effect upon the date, and at the time of its passing; and
3. **THAT** By-law No. 26-2024 being a By-law to authorize the Mayor and CAO-Clerk to enter into a Lease Agreement with Waste Connections of Canada is hereby passed this 21st day of May, 2024.

\_\_\_\_\_  
**Mayor** George Comrie

\_\_\_\_\_  
**CAO-Clerk** Michelle Hendry

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**

**By-law No. 28-2024**

Being a By-law to adopt the estimates of all sums required during the year and to adopt the rates of taxation for year 2024

**WHEREAS** Section 290 of the *Municipal Act* 2001, as revised, provides that the Council of a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality and amounts required for any board, commission or other body; and

**WHEREAS** Section 312 of the *Municipal Act* 2001, as revised, provides that the Council of a local municipality shall, after the adoption of the estimates for the year, pass a By-law to levy a separate tax rate on the assessment in each property class; and

**WHEREAS** the 2024 levy for municipal purposes has been set at \$3,631,341 and the 2024 levy for education purposes has been set at \$994,993

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

1. **THAT** the tax rates for 2024 for municipal and education purposes be hereby adopted as follows:

<b>Class/Assessment</b>	<b>Municipal Rate</b>	<b>Education Rate</b>	<b>Total Tax Rate</b>
<b>Residential</b>	0.00569829	0.00153000	0.00722829
<b>Commercial- Occupied</b>	0.00569829	0.00586377	0.01156206
<b>Commercial-Vacant</b>	0.00398880	0.00586377	0.00985257
<b>Commercial – New Construction</b>	0.00569829	0.00586377	0.01156206
<b>Farmland</b>	0.00142457	0.00038250	0.00180707
<b>Industrial</b>	0.00569829	0.00880000	0.01449829
<b>Managed Forest</b>	0.00142457	0.00038250	0.00180707

2. **THAT** the amounts to be levied and collected by this By-law shall be reduced by the amounts levied and collected by the interim tax levy authorized by By-law No. 02-2024 of the Corporation of the Municipality of Whitestone.
3. **THAT** the taxes shall become due and payable on the 31<sup>st</sup> day of August 2024 but may be paid in two installments on the 31st day of August 2024 and the 31st day of October 2024, or payable on the last day of each month under the pre-authorized payment plan.
4. **THAT** a penalty of one and one quarter percent (1¼%) will be imposed as a penalty for the non-payment of taxes on the first day of default, under the provisions of Section 345(2) of the *Municipal Act* 2001, revised.



5. **THAT** interest charges of one and one quarter percent (1¼%) per month will be imposed for the non-payment of taxes, on the first day of each calendar month, for each month or fraction thereof in which the default continues, under the provisions of Section 345(3) of the *Municipal Act 2001*, revised.
6. **THAT** penalty and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
7. **THAT** the collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, as written or printed notice specifying the amount of taxes payable.
8. **THAT** this By-law shall come into effect upon the date, and at the time of its passing; and
9. **THAT** By-law No. 28-2024 being a Being a By-law to adopt the estimates of all sums required during the year and to adopt the rates of taxation for year 2024, is hereby passed this 21st day of May, 2024.

\_\_\_\_\_  
**Mayor** George Comrie

\_\_\_\_\_  
**CAO-Clerk** Michelle Hendry

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE****BY-LAW NUMBER 29-2024**

**A BY-LAW TO APPROVE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”) FOR THE LONG-TERM FINANCING OF CERTAIN CAPITAL WORK(S) OF [THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE] (THE “MUNICIPALITY”); AND TO AUTHORIZE THE ENTERING INTO OF A RATE OFFER LETTER AGREEMENT PURSUANT TO WHICH THE MUNICIPALITY WILL ISSUE DEBENTURES TO OILC**

**WHEREAS** the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** the Council of the Municipality has passed the by-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law (“**Schedule “A”**”) authorizing the capital work(s) described in column (2) of Schedule “A” (“**Capital Work(s)**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the long-term financing for such Capital Work(s) requested by the Municipality in the Application as hereinafter defined;

**AND WHEREAS** before the Council of the Municipality approved the Capital Work(s) in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, and determined that the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, did not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Land Tribunal pursuant to the Regulation, was not required before any such Capital Work was authorized by the Council of the Municipality;

**AND WHEREAS** subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

**AND WHEREAS** the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

**AND WHEREAS** OILC has invited Ontario municipalities desirous of obtaining long-term debt financing in order to meet capital expenditures incurred on or after the year that is

five years prior to the year of an application in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application in the form provided by OILC;

**AND WHEREAS** the Municipality has completed and submitted or is in the process of submitting an application to OILC, as the case may be to request financing for the Capital Work(s) by way of long-term borrowing through the issue of debentures to OILC, substantially in the form of Schedule “B” hereto and forming part of this By-law (the “**Application**”);

**AND WHEREAS** OILC has accepted and has approved or will notify the Municipality only if it accepts and approves the Application, as the case may be;

**AND WHEREAS** at least five (5) business days prior to the passing of the debenture by-law in connection with the issue of Debentures as defined below, OILC will provide the Municipality with a rate offer letter agreement substantially in the form as provided to the Municipality on or prior to the date of this By-law (the “**Rate Offer Letter Agreement**”);

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

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the long-term financing of the Capital Work(s) in the maximum principal amount of \$295,827, with such changes thereon as such authorized official may hereafter, approve such execution and delivery to be conclusive evidence of such approval.
2. The Mayor and the Treasurer are hereby authorized to execute and deliver for and on behalf of the Municipality the Rate Offer Letter Agreement under the authority of this By-law in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
3. Subject to the terms and conditions of the Rate Offer Letter Agreement, the Mayor and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Rate Offer Letter Agreement (the “**Debentures**”); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of

Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures (the “**Obligations**”) and to pay such amounts to OILC from the Consolidated Revenue Fund.

5. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Debentures issued pursuant to the Rate Offer Letter Agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
6.
  - (a) The Mayor and the Treasurer are hereby authorized to execute and deliver the Rate Offer Letter Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the terms and conditions that apply to the Municipality as set out in the Rate Offer Letter Agreement and to perform the Obligations of the Municipality under the Debentures, and the Treasurer is authorized to affix the Municipality’s municipal seal to any such documents and papers.
  - (b) The money realized in respect of the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
7. That this By-law shall come into effect upon the date, and at the time of its passing; and
8. That By-law No. 29-2024 being a By-law to approve the submission of an application to Ontario Infrastructure and Lands Corporation for long-term financing of a Fire Pumper Truck and to authorize the entering into of a rate offer letter agreement is hereby passed this 21st day of May, 2024.

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**Mayor** George Comrie

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**CAO/Clerk** Michelle Hendry

# **BUSINESS MATTERS**



## MEMORANDUM

**To:** Mayor and Council

**From:** Michelle Hendry, CAO/Clerk

**Date:** May 21, 2024

**Re:** Community Safety and Well-being Plan  
 Appointment to Community Safety and Well-being Plan Leadership Council

### Background

At the December 12, 2023 Regular Council meeting, Resolution No. 2023-597 was passed (See ATTACHMENT A), adopting the West Parry Sound Area Community Safety and Well-Being Plan (CSWB Plan).

A link to the Plan on the Municipal Website is as follows:

[Municipality of Whitestone - Community Safety and Well Being Plan](#)

### The Review Process and On-going Plan Management

The Plan indicates that the on-going maintenance of the Plan is the responsibility the West Parry Sound Municipalities. Municipal representatives (Leadership Council) will provide the leadership and direction in ensuring that an effective review is conducted collaboratively through a committee comprised of appropriate municipal staff and community partners.

The progress of programs that are monitored as part of the CSWB Plan will be communicated from the community service providers to the Leadership Council to ensure a fulsome and complete review.

Membership in the committee will include representatives in these areas:

- |   |  |
|---|--|
| <input type="checkbox"/> Ontario Provincial Police (OPP); | <input type="checkbox"/> Education;                    |
| <input type="checkbox"/> Housing and Homelessness;        | <input type="checkbox"/> YMCA;                         |
| <input type="checkbox"/> First Nations;                   | <input type="checkbox"/> Social Services; and          |
| <input type="checkbox"/> Health Care;                     | <input type="checkbox"/> Family/Child Social Services. |
| <input type="checkbox"/> Mental Health;                   |  |

The Leadership Council will be comprised of municipal representatives who are knowledgeable with regard to municipal resources, policies and interactions with other organizations.

This Leadership Council will meet annually to review performance measures and receive input from Community Partners and Allied Agencies.

### **Next Steps**

Area Municipal Councils will be considering the appointment of a representative to the Committee (Leadership Council) over the next few months.

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**ATTACHMENT A** – December 12, 2024 Resolution No. 2023-587, Community Safety and Well-Being Plan

# ATTACHMENT A

December 12, 2023

**Resolution No.** 2023-587

Moved by: Councillor Janice Bray

Seconded by: Councillor Brian Woods

## 11.1 Community Safety and Wellbeing Plan

**WHEREAS** the Police Services Act, 1990 was amended to include new requirements for the Community Safety and Well-being plan;

**AND WHEREAS** all municipalities across Ontario were instructed to develop and adopt a Community Safety and Well-Being Plan in partnership with stakeholders and groups that are active in delivering services within their community;

**AND WHEREAS** complex social problems cannot be addressed by police services alone and that local service providers, working in areas such as health, mental health, education, community service, social service, children services and youth services play an integral role;

**AND WHEREAS**, too often, information and service silos are created which limit response effectiveness, providing an inadequate service that does not take full advantage of available resources;

**AND WHEREAS** an advisory committee was formed in the West Parry Sound area that included various agencies and community organizations to understand the issues that residents of the West Parry Sound area are facing with regard to safety and wellbeing;

**AND WHEREAS** the committee developed a West Parry Sound Area Community Safety and Well-Being Plan, a multi-sector approach to community safety and wellbeing.

**THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone receive Background Information – Report dated November 15, 2023 from Gord Harrison, Carling Township Fire Chief for information; and

**THAT** the Council for the Municipality of Whitestone adopt the West Parry Sound Area Community Safety and Well-Being Plan as presented.

**Carried**





21 Church Street  
 Dunchurch, Ontario P0A 1G0  
 Phone: 705-389-2466 Fax: 705-389-1855

[www.whitestone.ca](http://www.whitestone.ca)  
 E-mail: [info@whitestone.ca](mailto:info@whitestone.ca)

## MEMORANDUM

**To:** Mayor and Council

**From:** Paula Macri, Planning Assistant

**Report Date:** May 13, 2024

**Council Agenda** May 21, 2024

**Re:** Council member appointment to the Committee of Adjustment

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### Background

At the Regular Council meeting on December 13, 2022, Council appointed Councillor Brian Woods as the Council Representative to the Committee of Adjustment.

The Committee of Adjustment comprises of three voting members, one is a member of Council. According to Section 44(3) of the *Planning Act*, members of the Committee of Adjustment who are also members of the Municipal Council are to be appointed annually.

#### **Section 44 (3), Term of office**

*The members of the committee who are not members of a municipal council shall hold office for the term of the council that appointed them and the members of the committee who are members of a municipal council shall be appointed annually. R.S.O. 1990, c. P.13, s. 44 (3).*

### Next Steps

That Councillor Brian Woods be appointed as Council Representative to the Committee of Adjustment at the May 21, 2024 Regular Council meeting, for the year 2024.



## MEMORANDUM

**To:** Mayor and Council  
**From:** Michelle Hendry, CAO/Clerk  
**Date:** May 21, 2024  
**Re:** Community Emergency Management Program Committee

### Background

The Emergency Management and Civil Protection Act (EMCPA) and its supporting Ontario Regulation 380/04 sets out requirements for the development, implementation and maintenance of the municipal emergency management program to improve public safety and create a disaster-resilient community.

Ontario Regulation 380/04 further mandates that every municipality have an **Emergency Management Program Committee (EMPC)** to guide and oversee the development, implementation, and maintenance of the Municipality's Emergency Management Program.

Municipalities are evaluated annually on their compliance with the Emergency Management and Civil Protection Act requirements by the office of Emergency Management Ontario (EMO).

The committee function is to provide guidance/feedback to the CEMC and, oversee the development, implementation, and maintenance of the Municipality's Emergency Management Program.

The Committee will identify key priorities and make recommendations related to plans, procedures, exercises, public education, public alerting and notification response systems that will meet and support public safety.

At the February 20, 2023 Regular Council meeting, the following resolution was passed:

#### **Resolution No. 2024-064**

Appointment of Community Emergency Management Program Committee, Chairperson and Council Member Representative

**THAT** the Council of the Municipality of Whitestone receives for information Report ADMIN-2024-03, Appointment of Community Emergency Management Program Committee, Chairperson and Council Member Representative; and

**THAT** Council of the Municipality of Whitestone appoint John Stothers Chairperson of the Community Emergency Management Program Committee; and

**THAT** Council of the Municipality of Whitestone appoint Mayor Comrie as Council Member Representative of the Community Emergency Management Program Committee.

**Next Steps**

In consultation with the Community Emergency Management Coordinator (CEMC) Kathy Whitman and Alternate CEMC John Stothers, it was decided that a smaller Community Emergency Management Program Committee than was originally contemplated, would be more effective.

Report ADMIN-2024-03 considered that all members of the Municipal Control Group would be members of this Committee. It is now recommended that the Committee be reduced to six (6) members from ten (10). Other members of the Municipal Control Group may be needed from time to time (as non-voting members) or other organizations whose expertise may be helpful.

The recommended Committee will include the following positions:

<b>Position</b>	<b>Current Person in noted Position and the Committee Alternate</b>	<b>Notes</b>
CEMC	Kathy Whitman (alternate John Stothers)	
Alternate CEMC	John Stothers	Appointed as Chairperson February 20, 2024 Regular Council meeting Resolution 2024-64
Council Representative	George Comrie, Mayor (alternate Joe Lamb, Deputy Mayor)	Appointed as Council Representative February 20, 2024 Regular Council meeting Resolution 2024-64
<b>EMERGENCY COMMAND CENTRE MEMBERS</b>		
Information Officer	Eva Fincham (alternate Kathy Whitman)	
Liaison Officer	Michelle Hendry (alternate Maneesh Kulal, Treasurer)	
Operations Section Chief	Dave Creasor (alternate Tim Tilson, Lead Hand)	

**ATTACHMENT A –**

Report ADMIN-2024-03

Appointment of Community Emergency Management Program Committee, Chairperson and Council Member Representative



## Municipality of Whitestone Report to Council

**Prepared for:** Council

**Department:** Administration

**Agenda Date:** February 20, 2023

**Report No:** ADMIN-2024-03

**Subject:**

Appointment of Community Emergency Management Program Committee and Chairperson

**Recommendation:**

**THAT** the Council of the Municipality of Whitestone receive report ADMIN-2024-03 (Appointment of Community Emergency Management Program Committee and Chairperson) for information; and

**THAT** the following be appointed to the Community Emergency Management Program Committee;

- CEMC
- Alternate CEMC
- Incident Command
- Safety Officer
- Liaison Officer
- Emergency Information Officer
- Operations Section Chief
- Planning Section Chief
- Logistics Section Chief
- Finance and Administration Section Chief

**THAT** John Stothers, Alternate CEMC be appointed as the Chairperson of the Community Emergency Management Program Committee; and

**THAT** Council designate a member of Council as an appointee to the Committee.

**Background:**

All municipalities in Ontario are required to establish and maintain an Emergency Management Program in accordance with the requirements under the *Emergency Management and Civil Protection Act* (EMCPA) R.S.O. 1990, c. E.9.

Legislation, (EMPCA and O. Reg. 380/04, s. 11) also requires the Municipality to have an **Emergency Management Program Committee (CEMPC)**

- (1) *Every municipality shall have an emergency management program committee.*
- (2) *The committee shall be composed of,*
  - (a) *the municipality's emergency management program co-ordinator;*
  - (b) *a senior municipal official appointed by the council;*
  - (c) *such members of the council, as may be appointed by the council;*
  - (d) *such municipal employees who are responsible for emergency management functions, as may be appointed by the council; and*
  - (e) *such other persons as may be appointed by the council.*
- (3) *The persons appointed under clause (2) (e) may only be,*
  - (a) *officials or employees of any level of government who are involved in emergency management;*
  - (b) *representatives of organizations outside government who are involved in emergency management; or*
  - (c) *persons representing industries that may be involved in emergency management.*
- (4) *The council shall appoint one of the members of the committee to be the chair of the committee*
- (5) *The committee shall advise the council on the development and implementation of the municipality's emergency management program. O. Reg. 380/04, s. 11 (5).*
- (6) *The committee shall conduct an annual review of the municipality's emergency management program and shall make recommendations to the council for its revision if necessary.*

On February 19, 2019 a number of people were designated as members of the CEMPC (ATTACHMENT 1, Resolution 2019-58).

The Municipality has recently adopted a new Emergency Plan which has created new roles and title designations and these are reflected in the recommended Committee appointments. As well, a Committee Chairperson was not appointed (item (4) above) and the member of Council was not specified. The proposed resolution will rectify this.

## **Analysis**

The Committee members recommended for appointment are (these titles align with designated staff which may be updated from time to time):

1. CEMC
2. Alternate CEMC
3. Incident Command
4. Safety Officer
5. Liaison Officer
6. Emergency Information Officer
7. Operations Section Chief
8. Planning Section Chief
9. Logistics Section Chief
10. Finance and Administration Section Chief

The Committee Chair person recommended for appointment is CEMC Alternate, John Stothers

It is expected that the Committee will meet a minimum of two (2) times per year to review and make recommendations regarding the Emergency Management Program and to fulfill its legislated mandate as a Committee.

A will be prepared and presented to Council by the end of November annually.

**Financial Considerations:**

There are no significant financial considerations related to the recommendations in this report.

**Link to Strategic Plan:**

7.10 Prepare for emergencies

All municipalities in Ontario have an obligation to develop, implement and maintain an Emergency Management Program that includes plans, exercises and public awareness.

We will continue to maintain an updated Emergency Management Plan and ensure emergency preparedness.

**Respectfully submitted by:**

  
\_\_\_\_\_  
Michelle Hendry  
CAO/Clerk

**Attachments:**

**ATTACHMENT 1** – Resolution 2019-58, February 19, 2019

# ATTACHMENT 1

## Resolution from February 19, 2019 Council meeting

2019-58            Moved by Councillor Joe Lamb  
                      Seconded by Councillor Beth Gorham-Matthews

**WHEREAS** the Municipality of Whitestone has enacted By-Law 74-2009 which adopted an Emergency Management Plan;

**AND WHEREAS** it is deemed necessary to amend the composition of the Emergency Management Program Committee and the Municipal Control Group/Emergency Control Group so that it accurately lists the current titles of municipal officials;

**BE IT RESOLVED THAT** Schedule 'A' of By-Law 74-2009 be amended by deleting paragraph 3 of section 3.2 in its entirety and replacing it with:  
The Emergency Management Program Committee be established and consists of the following:

1. Community Emergency Management Coordinator
2. Chief Administrative Officer / Clerk
3. Fire Chief
4. Working Roads Superintendent
5. Member of Council
6. Emergency Information Officer

**AND THAT** Schedule 'A' of By-Law 74-2009 be amended by deleting paragraph 2 of section 3.3 in its entirety and replacing it with:

The Municipal Control Group/Emergency Control Group be established and consist of the following:

1. Head of Council
2. Chief Administrative Officer / Clerk
3. Fire Chief
4. Working Roads Superintendent
5. Emergency Information Officer

**Carried**

**Ministry of Natural Resources and  
Forestry**

**Ministère des Richesses naturelles et  
des Forêts**

Bracebridge Minden Parry Sound District  
Parry Sound Work Centre  
7A Bay Street  
Parry Sound, ON P2A 1S4  
Tel.: 705-746-4201  
Fax.: 705-746-8828

District de Bracebridge Minden Parry Sound  
Centre de travail de Parry Sound  
7A, rue Bay  
Parry Sound, ON P2A 1S4  
Tél. : 705-746-4201  
Télé. : 705-746-8828

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March 20, 2024

Municipality of Whitestone  
21 Church Street  
Dunchurch, Ontario  
P0A1G0

RE: Reconstruction and ownership transfer of the Kashegaba Dam

Dear Michelle Hendry,

I would like to provide an update on the Kashegaba Dam rehabilitation project.

The Environmental Assessment (EA) for the project is finished with the Statement of Completion for the project finalized on January 12, 2024. As you are likely aware, the Statement of Completion and Errata for the EA are available on the Whitestone website.

I am also following up on our email sent October 18, 2023, to request a status update on the Municipality of Whitestone's progress on a discussion for a commitment, such as a council resolution, to assume ownership of the Kashegaba Lake Dam. MNR has been working towards the reconstruction and ownership transfer of the Kashegaba Dam since 2012 when the Municipality of Whitestone provided written confirmation that a supporting resolution of agreement in principle to take ownership of the dam once construction is complete could be provided. The EA process for the reconstruction of the Kashegaba Lake Dam is now complete. The purpose of proceeding with the EA and Project Evaluation Report was to address the Municipality's concerns regarding the condition of the dam before divesting it to the Municipality as outlined within the report.

With the EA complete, MNR will continue to request funding for the construction phase of this project and will proceed with construction upon the receipt of a supporting resolution regarding the municipality's intentions to assume ownership of the dam. We intend to work collaboratively on transferring ownership of the reconstructed dam to the Municipality of Whitestone as envisioned since our early engagement on the divestment of the dam in 2012.

I look forward to continuing our collaboration on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,



Adam Wakefield  
District Manager

Bracebridge Minden Parry Sound District | Ministry of Natural Resources and Forestry



**Proposed Motion to Reconsider for  
June 18, 2024 Regular Council meeting**

**WHEREAS** the Council of the Municipality of Whitestone passed Resolution No. 2023-364 on July 18, 2023 as follows:

**Resolution No. 2023-364**

**Moved by:** Councillor Joe Lamb

**Seconded by:** Councillor Janice Bray

11.1 Memorandum

Farley’s Road Boat Launch, General Public Use

**THAT** the Council of the Municipality of Whitestone receives for information Memorandum, Farley’s Road Boat Launch, General Public Use; and

**THAT** the Council of the Municipality of Whitestone approves the use of the Farley’s Road Boat Launch for shared use between the deeded access properties and day use only Public Parking; and

**THAT** Staff be requested to install signage to designate the two distinct parking areas as soon as practical; and

**THAT** the current By-law 25-2010, being a By-Law to regulate traffic and to govern and control the parking of vehicles in the Municipality of Whitestone be updated to reflect the above referenced direction of Council.

**Recorded Vote:**

	YEAS	NAYS	ABSTAIN
Councillor, Janice Bray	X		
Councillor, Joe Lamb	X		
Councillor, Scott Nash	X		
Councillor, Brian Woods		absent from the meeting	
Mayor, George Comrie	X		

**AND WHEREAS** Councillor Lamb has requested a voting reconsideration in respect of the reference to ‘day use only’ Public Parking;

**NOW THEREFORE BE IT RESOLVED THAT** Resolution No. 2023-364 from the July 18, 2023 Regular Council meeting be revised to read as follows with the changes shown *in red and in italics below*:

THAT the Council of the Municipality of Whitestone receives for information Memorandum, Farley’s Road Boat Launch, General Public Use; and

THAT the Council of the Municipality of Whitestone approves the use of the Farley’s Road Boat Launch for shared use between the deeded access properties and ~~day use only~~ *day use* Public Parking; and

THAT Staff be requested to install signage to designate the two distinct parking areas as soon as practical; and

THAT the current By-law ~~25-2010~~ 38-2016, being a By-Law to regulate traffic and to govern and control the parking of vehicles in the Municipality of Whitestone. be updated to reflect the above referenced direction of Council.

Proposed Motion to Reconsider



## Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

April 16, 2024

Municipality of Whitestone  
21 Church Street  
Dunchurch, ON P0A 1G0

Sent via email to: [michelle.hendry@whitestone.ca](mailto:michelle.hendry@whitestone.ca)

**RE: Request for Contribution Towards Property Taxes of United Church Manse located at 2 Lakeshore Road, McKellar (McKellar-Dunchurch Pastoral Charge)**

Dear Ms. Hendry,

I am writing on behalf of the Council of the Township of McKellar regarding the property taxes for the United Church's manse located at 2 Lakeshore Road, McKellar.

Annually, the Township receives a letter from the Central Treasurer of the McKellar-Dunchurch Pastoral Charge, requesting the aforementioned property taxes for the Church's manse be written off. For several years now, the Council of the Township of McKellar has carried resolutions to write off these taxes.

Given that the United Church serves both the Township of McKellar and the Municipality of Whitestone, our Council believes it would be equitable for both Municipalities to contribute to the property taxes of the manse. The Township would like to propose a fair arrangement where the taxes are evenly split between our two Municipalities moving forward.

Enclosed for reference only, please find the property tax bills from 2021 to 2023, along with the 2024 interim bill, which has been written off by the Township of McKellar.

Any assistance or support that the Council of the Municipality of Whitestone can provide in this matter would be greatly appreciated.

Thank you for considering our request, and we look forward to your response.

Sincerely,

Karlee Britton  
Deputy Clerk, Township of McKellar  
[deputyclerk@mckellar.ca](mailto:deputyclerk@mckellar.ca)  
(705) 389-2842 x5

cc: Wendy Schroder, Deputy Clerk Municipality of Whitestone  
Goldie Ladd, Central Treasurer McKellar-Dunchurch Pastoral Charge

**The Township of McKellar**  
 Box 69, 701 Highway 124  
 McKellar, Ontario P0G 1C0  
 705-389-2842  
<http://www.mckellar.ca>



**The Township of McKellar  
 Interim Tax Bill 2024**

Owner name and address:

**UNITED CHURCH OF CANADA**  
 2 LAKESHORE ROAD  
 MCKELLAR, ON P0G 1C0

Billing Date: 2024-02-20  
 Roll No.: 4928-000003-24000-0000  
 Civic Address: 2 LAKESHORE RD  
 Legal Description: CON B PT LOT 19 RP 42R6287 PART 1

Assessment	
Class	Amount
RTEP-Residential Taxable: Full, English Public	197,000.00
Interim-50% Of Levy From Previous Year	711.70
	<b>197,000.00</b>

Municipal Levy		Total Levy
Rate	Amount	Amount
0.00000000	0.00	0.00
1.00000000	711.70	711.70
	<b>711.70</b>	<b>711.70</b>

Total Taxes Levied 711.70  
 Arrears 0.00

**Total Due 711.70**

Interest of 1.25% per month will be added to all unpaid taxes after the due date. Please return stub with your cash or cheque payment. Receipts will be provided upon request. Payment may be made by cheque, cash, debit, e-transfer, or online. Telephone and internet banking payments may be made for Property Taxes only, through the Bank of Montreal, CIBC, RBC, Scotiabank, Toronto Dominion CT, Kawartha Credit Union, Meridian Credit Union, Tangerine, and National Bank. Your account number is your property roll number which is located on the tax bill.



**The Township of McKellar  
 Interim Tax Bill 2024**

Roll #: 4928-000003-24000-0000  
 Owner: UNITED CHURCH OF CANADA  
 Due Date: **2024-04-01**  
 Amount Due: **711.70**

Detach and return with payment.



The Township of McKellar  
 Box 69, 701 Highway 124  
 McKellar, Ontario P0G 1C0  
 705-389-2842  
<http://www.mckellar.ca>



## The Township of McKellar Final Tax Bill 2023

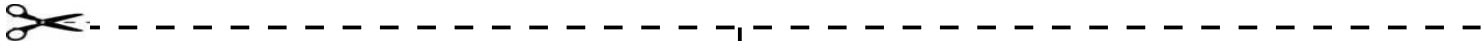
Owner name and address:

**UNITED CHURCH OF CANADA**  
 2 LAKESHORE ROAD  
 MCKELLAR, ON P0G 1C0

Billing Date: 2023-07-12  
 Roll No.: 4928-000003-24000-0000  
 Civic Address: 2 LAKESHORE RD  
 Legal Description: CON B PT LOT 19 RP 42R6287 PART 1

Assessment		Municipal Levy		Educational Levy		Total Levy
Class	Amount	Rate	Amount	Rate	Amount	Amount
RTEP-Residential Taxable: Full, English Public	197,000	0.00569540	1,121.99	0.00153000	301.41	1,423.40
	197,000		1,121.99		301.41	1,423.40
			<b>Total Taxes Levied</b>			<b>1,423.40</b>
			Tax Cap Adjustment			0.00
			Less Interim Tax Levy			686.84
			Arrears			712.61
			<b>Total Due</b>			<b>1,449.17</b>

Interest of 1.25% per month will be added to all unpaid taxes after the due date. Please return stub with your cash or cheque payment. Receipts will be provided upon request. Payment may be made by cheque, cash, debit, e-transfer, or online. Telephone and internet banking payments may be made for Property Taxes only, through the Bank of Montreal, CIBC, RBC, Scotiabank, Toronto Dominion CT, Kawartha Credit Union, Meridian Credit Union, Tangerine, and National Bank. Your account number is your property roll number which is located on the tax bill.



**The Township of McKellar  
 Final Tax Bill 2023**

Roll #: 4928-000003-24000-0000  
 Owner: UNITED CHURCH OF CANADA  
 Due Date: **2023-09-01**  
 Amount Due: **1,449.17**

Detach and return with payment.





**The Township of McKellar**  
 Box 69, 701 Highway 124  
 McKellar, Ontario P0G 1C0  
 705-389-2842  
<http://www.mckellar.ca>



## The Township of McKellar Final Tax Bill 2022

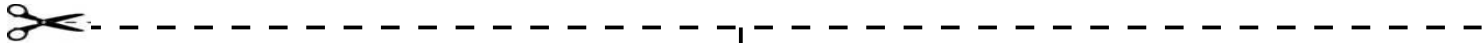
Owner name and address:

**UNITED CHURCH OF CANADA**  
 2 LAKESHORE ROAD  
 MCKELLAR, ON P0G 1C0

Billing Date: 2022-07-18  
 Roll No.: 4928-000003-24000-0000  
 Legal Description / Civic Address: CON B PT LOT 19 RP 42R6287 PART 1, 2 LAKESHORE RD

Assessment		Municipal Levy		Educational Levy		Total Levy
Class	Amount	Rate	Amount	Rate	Amount	Amount
RTEP-Residential Taxable: Full, English Public	197,000	0.00544300	1,072.27	0.00153000	301.41	1,373.68
	197,000		1,072.27		301.41	1,373.68
<b>Total Taxes Levied</b>						<b>1,373.68</b>
Tax Cap Adjustment						0.00
Less Interim Tax Levy						658.08
Arrears						682.77
<b>Total Due</b>						<b>1,398.37</b>

Interest of 1.25% per month will be added to all unpaid taxes after the due date. Please return stub with your cash or cheque payment. Receipts will be provided upon request. Payment may be made by cheque, cash, debit, or online. Telephone and internet banking payments may be made for Property Taxes only, through the Bank of Montreal, CIBC, RBC, Scotiabank, Toronto Dominion CT, Kawartha Credit Union, Meridian Credit Union, Tangerine, and National Bank. Your account number is your property roll number which is located on the tax bill.



**The Township of McKellar  
Final Tax Bill 2022**

Roll #: 4928-000003-24000-0000  
 Owner: UNITED CHURCH OF CANADA  
 Due Date: **2022-09-01**  
 Amount Due: **1,398.37**

Detach and return with payment.





**The Township of McKellar**  
 Box 69, 701 Highway 124  
 McKellar, Ontario P0G 1C0  
 705-389-2842  
<http://township.mckellar.on.ca>



**The Township of McKellar  
 Final Tax Bill 2021**

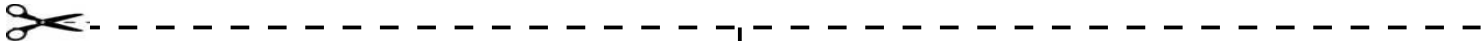
Owner name and address:

Billing Date: 2021-07-22  
 Roll No.: 4928-000003-24000-0000  
 Legal Description / Civic Address: CON B PT LOT 19 RP 42R6287 PART 1, 2 LAKESHORE RD

**UNITED CHURCH OF CANADA**  
 2 LAKESHORE ROAD  
 MCKELLAR, ON P0G 1C0

Assessment		Municipal Levy		Educational Levy		Total Levy
Class	Amount	Rate	Amount	Rate	Amount	Amount
RTEP-Residential Taxable: Full, English Public	197,000	0.00515094	1,014.74	0.00153000	301.41	1,316.15
	197,000		1,014.74		301.41	1,316.15
			<b>Total Taxes Levied</b>			<b>1,316.15</b>
			Tax Cap Adjustment			0.00
			Less Interim Tax Levy			643.31
			Arrears			643.31
			<b>Total Due</b>			<b>1,316.15</b>

Interest of 1.25% per month will be added to all unpaid taxes after the due date. Please return stub with your cash or cheque payment. Receipts will be provided upon request. Payment may be made by cheque, cash, debit, or online. Telephone and internet banking payments may be made for Property Taxes only, through the Bank of Montreal, CIBC, RBC, Scotiabank, Toronto Dominion CT, Kawartha Credit Union, Meridian Credit Union, Tangerine, and National Bank. Your account number is your property roll number which is located on the tax bill.



**The Township of McKellar  
 Final Tax Bill 2021  
 Installment: 1**

Roll #: 4928-000003-24000-0000  
 Owner: UNITED CHURCH OF CANADA  
 Due Date: **2021-09-01**  
 Amount Due: **1,316.15**

Detach and return with payment.



***Being Sent on Behalf of Tammy MacKenzie, CAO***

Dear Colleagues,

Please see the attached letter of support for The Children's Aid Society of the District of Nipissing and Parry Sound. This organization services our entire district and asked for our support for a Youth Wellness Hub. This Hub will be located in North Bay however, they will be providing outreach services for youth in our district based from this Hub. These "pop up" Hubs will be an asset to our community. As our DSSAB Board has endorsed this endeavour of CAS, we encourage you to provide letters of support from your municipalities. Please provide these letters directly to CAS, to the attention of Krystal McNeice: [krystal.mcneice@parnipcas.org](mailto:krystal.mcneice@parnipcas.org)

In addition to the letter of support, we have attached some information on the Youth Wellness Hub.

Thank you,  
Tammy

**Jennifer Harris**

Administrative Officer

District of Parry Sound Social Services Administration Board

1 Beechwood Drive, Parry Sound, Ontario P2A 1J2

Tel: (705) 746-7777 ext. 5290

E-Mail: [jharris@psdssab.org](mailto:jharris@psdssab.org)

[www.psdssab.org](http://www.psdssab.org)





# District of Parry Sound



Social Services  
Administration Board

March 14, 2024

Attn: Minister Fedeli, Minister Tibollo, Cyndy Dearden (YWHO) and Maria Talotta (YWHO)

**RE: Letter of Support for Youth Wellness Hub Ontario Application**

I am writing to express our support for the Elmwood Youth Hub in its application to be designated and funded as one of Ontario's Youth Wellness Hubs.

As the Chair of the District of Parry Sound Social Services Administration Board, I am pleased to endorse the establishment of a Youth Wellness Hub in the District of Nipissing, recognizing the immense value it holds for the well-being of youth. The YWHO aligns seamlessly with our organizational goals to create a supportive environment that nurtures the physical and mental well-being of our youth population.

Providing programming and activities for youth is challenging and we believe the proposed hub has the potential to become a central resource for our youth, offering them the support and tools needed to navigate the complexities of adolescence and young adulthood. Furthermore, we look forward to ongoing engagement with hub representatives to offer programming and activities in YWHO pop ups within the District of Parry Sound.

Activities for youth is a significant gap in our community, we urge you to provide our youth with a safe place to go where they can make meaningful connections and learn to become independent and better connected to their community and those who live in it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Zanussi', with a horizontal line extending to the right.

Rick Zanussi, Chair  
District of Parry Sound Social Services Administration Board

Council Meeting – March 26<sup>th</sup>, 2024

i) **Resolution in Support of the Expansion of the Life Span of Fire Apparatus.**

**RESOLUTION #C-2024-03-20**

**MOVED BY:** Korrine Jordan

**SECONDED BY:** Andrew Kendrick

**“WHEREAS**, the Council of the Corporation of Tay Valley Township support Prince Edward County’s resolution regarding Expansion of the Life Span of Fire Apparatus;

**AND WHEREAS**, By-Law No. 2012-042, being a By-Law to Establish and Regulate the Fire Department (Drummond/North Elmsley Tay Valley Fire Rescue) established service level standards for the Drummond/North Elmsley Tay Valley Fire Rescue;

**AND WHEREAS**, apparatus and equipment are directly tied to the delivery of fire protection services authorized by Council in By-Law No. 2012-042, and a safe, reliable and diverse fleet is required to serve operations needs;

**AND WHEREAS**, fire Apparatus is governed by industry best practices, the application of law and recognized industry partners, including the Ontario Fire Service Section 21 Guidance Notes, National Fire Protection Association Standards, The Occupational Health and Safety Act, and Fire Underwriters Survey (FUS);

**AND WHEREAS**, Fire Underwriters Survey (FUS) is a provider of data, underwriting, risk management and legal/regulatory services focusing on community fire-protection and fire prevention systems in Canada, establishing apparatus replacement schedules based on safety and risk mitigation practices;

**AND WHEREAS**, no provincial funding is available for new fire trucks, yet, small and rural municipalities must meet the same standards set by FUS as larger municipalities for fire equipment, including additional pressure to move fire trucks out when they reach a specific age, even though they can still meet the safety regulations;

**NOW THEREFORE BE IT RESOLVED THAT**, the Reeve send a letter to FUS requesting the creation of a new community fire-protection and fire prevention insurance system that does not put all municipalities under the same umbrella, with distinct categories for rural and urban municipalities;

**THAT**, this resolution be sent to Premier Doug Ford, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, Paul Calandra, Minister of Municipal Affairs and Housing requesting a response on this matter within 30 days of receipt;

**AND THAT**, this resolution be shared with all 444 municipalities in Ontario, the Federation of Canadian Municipalities (FMC), the Association of Municipalities Ontario (AMO) and the Eastern Ontario Wardens’ Caucus (EOWC).”

**ADOPTED**

24 April 2024

**BELVEDERE HEIGHTS BOARD OF MANAGEMENT REQUEST FOR MUNICIPAL SUPPORT  
TO DEVELOP THE 24 BED ALLOCATION AT BELVEDERE**

Belvedere Heights (BH) received the attached letter from Ministry of Long-Term Care (MLTC) asking if we intend to proceed with the 24-bed addition to the first floor at BH (that was allocated in spring 2021).

The timing of this letter allows us to apply for a time limited enhanced construction funding subsidy, part of the Provincial effort to accelerate development of new LTC capacity. The board of management is optimistic that this additional funding will ensure that the 24 new beds are fully funded and not require additional funding from Belvedere's eight participating municipalities.

The MLTC has a condensed submission timetable with an initial milestone date of April 30<sup>th</sup>, 2024, followed by a series of deadlines with final submission due on November 8<sup>th</sup>, 2024. The MLTC has made the commitment to issue construction approvals by the end of November 2024.

To comply with the MLTC approval process, on April 24, 2024 the board of management authorized that the application proceed for the 24 beds. The MLTC also requires that each of the eight (8) municipalities pass a resolution supporting the 24-bed addition to Belvedere Heights. The MLTC will be looking for the **eight municipal resolutions by the end of June 2024**.

As updated information becomes available from the project team, board of management members will be providing a complete cost analysis to owner municipalities.

It is crucial that we seek approval to construct these 24 new beds. This may be the only opportunity for many years to increase our long-term care bed capacity in West Parry Sound that is so needed to provide better access for our seniors currently waiting as long as two years for a long-term care bed.

Please contact your municipality's board of management representative or me if you have additional questions at any time. We look forward to your support and participation as we work together to improve the care being provided for our communities.

Pamela Wing, Carling Councillor  
Chair, Belvedere Heights Board of Management

April 5, 2024

Ms. Pam Wing  
Board Chair  
Board of Management for Parry Sound West  
21 Belvedere Avenue  
Parry Sound ON P2A 2A2

Dear Ms. Wing:

Further to continued conversations between your organization and the ministry on alternative options to maintain capacity in Parry Sound we are writing to confirm the current status and necessary next steps for the Board of Management for the District of Parry Sound West (“BoM”).

Conversations were initiated in response to the August 30, 2021 letter to the Minister of Long-Term Care from the BoM regarding the surrender of the Approval for 101 beds at Belvedere Heights (the “Home”) subject to West Parry Sound Health Centre (“WPSHC”) receiving an allocation to develop beds at the Health Centre site.

The existing 101 Belvedere Heights beds are not eligible for Ministry funding should they be redeveloped elsewhere. As such, the ministry is unable to accept the surrender of the Approval that is contingent on the existing 101 beds being redeveloped.

As a next step, the ministry is requesting that the BoM identify their intentions regarding the continued operation of Belvedere Manor and the allocation of 24 additional beds.

Should the BoM decide to pursue the 24-bed expansion of Belvedere Heights at its current location, the Ministry requests the Board of Management to proceed with the following steps in addition to the previously stated licensing requirements:

- A written confirmation from Board of Management for the District of Parry Sound West to proceed as described; and
- Advance work related to design development and confirm sources of project financing.

Should the BoM decide to close Belvedere Heights and return the Approval for the 101-beds please note the following:

- The BoM is subject to the Notice and closure requirements outlined in Ontario Regulation 246/22 s. 359 to s.365.
- In particular, please notice the requirement for a 5-year notice period under s.359(4)(b) which would be provided to the Director, Capital Planning Branch.

Ms. Pam Wing

- Also s.365 should be reviewed as the notice must be accompanied with certified copies of the by-laws agreeing to the closure passed by a majority of municipalities in the territorial district.

The submission of such a closure notice and ministry approval for the same would result in the withdrawal of the allocation of 24 additional beds to Belvedere Heights.

Should you have any questions please contact Margaret Allore, Manager, Licensing Unit via email at [Margaret.Allore@ontario.ca](mailto:Margaret.Allore@ontario.ca). We look forward to receiving correspondence regarding your intentions.

Sincerely,



---

Hindy Ross  
Director, Capital Planning Branch



---

Andrea Barton  
Director, Capital Program Management Branch

- c: James Stewart, Interim Assistant Deputy Minister, Long-Term Care Capital Development, Ministry of Long-Term Care (MLTC)  
Margaret Allore, Manager, Capital Planning Branch (CPB), MLTC  
Rashmi Sharma, Manager, Capital Program Management Branch (CPMB), MLTC  
Weifang Dong, Team Lead, CPMB, MLTC  
Navleen Madan, Team Lead, CPB, MLTC  
Edlyn Gonsalves, Project Manager, CPMB, MLTC  
Kyle Daya, Licensing Program, Coordinator, CPB, MLTC

## Minister Cho Op-ed for Seniors' Month – 2024

*June is Seniors Month: Keeping seniors fit, active and socially connected*

Seniors Month has been celebrated in the month of June since 1984, and this year marks 40 years celebrating Ontario's outstanding seniors and recognizing the positive impact they have made in our lives.

Across this great province, seniors have made enormous contributions in building the Ontario we all enjoy today, and they are the fastest growing demographic group. By 2046, the number of adults aged 65 and over is projected to increase significantly from over 2 million, since 2021, to 4.4 million.

This year's Seniors Month is another wonderful opportunity for celebrating our aging population with the theme, **'Working for Seniors'**. It's a theme that emphasizes the continued importance of supporting older adults through the right programs and initiatives that provide wellness, social engagement and education in communities across the province.

I am proud of the work we have done - and continue to do - to address the needs of an aging population while helping seniors contribute to all aspects of community life.

Our programs and services across our government will always be guided by the health and well-being of our senior population. And we will continue to invest in the supports that all seniors need and deserve so they can live life to the fullest.

For example, [The Seniors Active Living Centre \(SALC\) Program](#) is a program that promotes wellness, social interaction, education, and support services with the goal of keeping seniors healthy and independent through approximately 316 programs across the province.

Each year, our [Seniors Community Grant Program](#) funds local not-for-profit community groups and organizations to deliver projects, supports and resources that help older adults by offering a wide variety of activities to promote engagement, reduce isolation and promote healthy living.

Our new website at [ontario.ca/seniors](https://ontario.ca/seniors) and our [Guide to Programs and Services for Seniors](#) offers a wealth of information for seniors and caregivers about health, finances, housing, security and more.

It is also a priority for me to honour the knowledge, experience, and contributions that Ontario's older adults have made to the province through the [Ontario Senior Achievement Awards](#) and [Ontario Senior of the Year Awards](#).

Our government knows that Ontario's communities are strengthened, and everyone benefits when our aging population can stay active and connected with local supports.

Over the course of Seniors Month, we are working with municipalities and our community partners to provide resources that promote the health and well-being of Ontario's seniors, help reduce social isolation and make sure they have opportunities to thrive in their communities.

Not just during Seniors Month, but always, I encourage everyone to take some time to reach out and acknowledge a senior in your life.

Together, let's recognize our seniors and help keep them active, fit and socially connected.

For more information about programs and services for seniors, visit:  
[www.ontario.ca/seniors](http://www.ontario.ca/seniors).

**Raymond Cho**  
**Ontario Minister for Seniors and Accessibility**

# June is Seniors Month

Working for Seniors

## Information for Seniors in Ontario

The [Ministry for Seniors and Accessibility](#) works with community organizations to offer supports and services to help seniors stay active, well, safe and socially connected through a range of programs and services. This year, the theme for Seniors Month is Working for Seniors.

## Seniors Community Grants

This program funds local not-for-profit community groups and organizations to deliver projects, supports and resources for seniors that provide opportunities for greater social inclusion, volunteerism and community engagement.

Find information about the [program online](#).

## Seniors Active Living Fairs

Seniors can find information about government programs and services, as well as information about healthy aging and active lifestyles to keep them active and engaged.

Learn more about [seniors fairs in your community](#).

## Seniors Active Living Centre programs

Seniors Active Living Centre programs help local seniors stay active, become more involved in their community, and meet new friends in person or online. These programs include:

- unique social activities
- learning and educational opportunities
- recreational programming
- the Seniors Centre Without Walls virtual program
- online video sessions.

There are 316 programs across the province serving seniors annually.

To find a Seniors Active Living Centre program, please:

- visit the [Seniors Active Living Centre locator map](#)
- contact your municipality
- call 2-1-1.





# Proclamation

## June 2024 Senior's Month

**WHEREAS**, Seniors' Month is an annual nation-wide celebration; and

**WHEREAS**, Seniors have contributed and continue to contribute immensely to the life and vibrancy of the Whitestone community; and

**WHEREAS**, Seniors continue to serve as leaders, mentors, volunteers, and important and active members of this community; and

**WHEREAS**, their contributions past and present warrant appreciation and recognition and their stories deserve to be told; and

**WHEREAS**, the health and well-being of seniors is in the interest of all and further adds to the health and well-being of the community; and

**WHEREAS**, the knowledge and experience seniors pass on to us continues to benefit all;

**NOW THEREFORE BE IT RESOLVED THAT** I, Mayor George Comrie on behalf of Whitestone Council, do hereby proclaim the month of June 2024 as 'Seniors' Month' in the Municipality of Whitestone and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

---

**Date**

---

**Mayor George Comrie**

# CORRESPONDENCE



**City of Stratford, Corporate Services Department**

Clerk's Office

City Hall, P. O. Box 818, Stratford, Ontario N5A 6W1

Tel: 519-271-0250, extension 5237

Email: clerks@stratford.ca

Website: www.stratford.ca

April 25, 2024

Sent via email to: Intergovernmental.relations@guelph.ca

Chief Administrative Officer,  
Intergovernmental Services,  
Guelph City Hall,  
1 Carden Street,  
Guelph ON N1H 3A1

**Re: Resolution - Support of OEB to End Subsidization of Fossil Gas**

We acknowledge receipt of your correspondence dated April 4, 2024, regarding the above-mentioned matter.

The said correspondence was provided to Stratford City Council for their information as part of the April 22, 2024, Council meeting Consent Agenda (CA-2024-064). At the meeting, Council adopted the following resolution:

**THAT CA-2024-064, being a resolution from the City of Guelph declaring support of the Ontario Energy Board (OEB) decision to End the Subsidization of Fossil Gas, be endorsed.**

Sincerely,  
*T. Dafoe*  
Tatiana Dafoe, Clerk

/mf

cc: Hon. Doug Ford, Premier of Ontario  
Hon. Todd A. Smith, Minister of Energy  
Association of Municipalities of Ontario  
All Ontario municipalities



Thursday, April 4, 2024

Sent via email to: [premier@ontario.ca](mailto:premier@ontario.ca); [MinisterEnergy@ontario.ca](mailto:MinisterEnergy@ontario.ca);

**The Honourable Doug Ford**

Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

**The Honourable Todd Smith**

Minister of Energy  
10<sup>th</sup> Floor, 77 Grenville Street  
Toronto, ON M7A 2C1

**RE: Guelph City Council Resolution to Support the Decision of the Ontario Energy Board (OEB) to End the Subsidization of Fossil Gas**

Dear Premier Ford and Minister Smith,

Guelph City Council at its meeting held on March 26, 2024 passed the following resolution in support of the Ontario Energy Board (OEB) decision to revise the revenue horizon for calculating the upfront cost for new natural gas connections, and to end the Gas Pipeline Subsidy:

WHEREAS, residents are struggling with energy bill increases and need relief;

WHEREAS, natural gas is no longer the cheapest way to heat homes because electric heat pumps are now much more efficient, can provide all heating needs even in the cold climates, and result in far lower energy bills over the long term compared to gas heating;

WHEREAS, natural gas is methane gas, which is a fossil fuel that causes approximately one-third of Ontario's GHG emissions, and must be phased out because it is inconsistent with all climate targets, while heat pumps result in the lowest GHG emissions and are consistent with a zero-carbon future;

WHEREAS, the Ontario Energy Board ("OEB") decided to end a subsidy for methane gas pipelines to be built in new construction developments, effective 2025, finding that this would lower energy bills for existing gas customers and improve affordability for new homebuyers, but this decision is at risk of being overturned by the provincial government;

WHEREAS, the OEB decision will help lower energy bills and encourage heating systems that are consistent with climate targets and plans;

**City Hall**  
1 Carden St  
Guelph, ON  
Canada  
N1H 3A1

T 519-822-1260  
TTY 519-826-9771

WHEREAS, the construction of new methane gas pipelines, which have 60-year lifetimes, should not be subsidized because they are inconsistent with the City's climate targets and will result in higher carbon emissions, higher energy bills, higher future decarbonization retrofit costs to get off fossil fuel heating, and a continued financial drain as dollars leave the province to pay for fossil fuels extracted in other jurisdictions;

WHEREAS, Guelph City Council acknowledged the climate crisis (May 2019), passed a resolution to support the phase-out of gas-fired energy plants by 2030 (December 2020); and passed a resolution of support to the United Nations Race to Zero commitment (December 2021);

WHEREAS, transforming our existing and new buildings by supporting actions that improve the energy efficiency and GHG profile within the City is a stated goal of our Community Energy Initiative (CEI), our Official Plan and our Strategic Plan;

WHEREAS, the City of Guelph is actively working to support the decarbonization of heating and cooling systems in existing and future building stock within the community, as demonstrated by the Guelph Green Homes Energy Retrofit Program, which will provide 0% interest loans to Guelph homeowners to enable them to transition away from fossil-fuel powered heating and cooling equipment to low carbon air or ground source heat pump systems.

THEREFORE, BE IT RESOLVED:

(a) That the City of Guelph expresses its support for the decision of the Ontario Energy Board to end the fossil gas infrastructure subsidy and requests that the Ontario Government withdraw Bill 165 and allow the OEB decision to stand; and

(b) That this resolution be circulated to the President of Association of Municipalities of Ontario, Colin Best; Premier of Ontario, Doug Ford; Minister of Energy, Todd Smith; Minister of Finance, Peter Bethlenfalvy, MPP Mike Schreiner, and all Ontario Municipalities requesting support for the proposed changes.

Sincerely,

**Intergovernmental Services on behalf of Guelph City Council**

Chief Administrative Office

[Intergovernmental.relations@guelph.ca](mailto:Intergovernmental.relations@guelph.ca)

City Hall, 1 Carden Street, Guelph ON N1H 3A1

519-822-1260 x5602



**TTY:** 519-826-9771

CC: The Honourable Peter Bethlenfalvy, Minister of Finance;  
Mike Schreiner, MPP;  
Colin Best, President of the Association of Municipalities of Ontario;  
All Ontario Municipalities



Toronto Office  
720 Bathurst Street, Toronto, ON M5S 2R4  
Tel: 416.222.6930 | 1.877.346.HOPE(4673)  
Fax: 416.222.6930

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April 8, 2024

Dear The Board of Directors for the Federation of Northern Ontario Municipalities,

As you know, Hope Air has been tirelessly dedicated to providing access to healthcare by facilitating free travel arrangements for patients living in your community. We ensure that individuals can reach life-saving medical treatment far from home, regardless of distance or financial means.

We want to thank you for your support last year in our advocacy to the Ontario government, for funding to Hope to enable our charity to meet the ongoing and growing demand for our programs. In 2023, Hope Air supported over 3,300 travel arrangements for patients across Northern Ontario. We remain in discussions with the Ministry of Health on a potential funding partnership

On **June 7th**, Hope Air is working with municipalities across Northern Ontario to declare this day, "**Hope Air Day**" in Ontario. We are choosing this day to shine the spotlight on the unique medical travel needs of thousands of residents each year. In turn, we must continue to bring awareness to the issue of equitable access to health care for all.

I am writing to request your consideration that your Municipality adopt the attached proclamation declaring June 7th, Hope Air Day. We would be grateful for this support, in joining cities and towns across the North to recognize the impact of Hope Air.

I have attached a draft of the proclamation for your review.

Please let know if you have any questions with regard to this proclamation,

Warm Regards,

*Mark Rubinstein*

Mark Rubinstein  
CEO  
Hope Air

cc. Kristina De Marzio  
Manager, Community Engagement

## Municipal Proclamation

### **Hope Air Day**

June 7, 2024

Whereas, access to healthcare is a fundamental right for all citizens, regardless of their geographic location;

Whereas, Hope Air, a charitable organization, has been tirelessly dedicated to providing access to healthcare by facilitating free flights and other services for patients living in rural and under-served communities in Ontario, ensuring they can receive vital medical treatment regardless of distance or financial means;

Whereas, Hope Air has been instrumental in bridging the gap between smaller communities and hospitals far from home, reducing the barriers that often prevent individuals from reaching medical care;

Whereas, the impact of Hope Air extends beyond the individual patients served, positively affecting families, communities, and the healthcare system as a whole by promoting wellness and reducing the burden of untreated medical conditions;

Whereas, the compassion, dedication, and commitment demonstrated by Hope Air and its volunteers embody the spirit of community and the belief in the inherent value of every individual's well-being;

Now, therefore, be it proclaimed by the Municipality of Whitestone that June 7th, 2024, shall be known as "Hope Air Day" in recognition of the invaluable contributions made by Hope Air to the health and well-being of individuals in Ontario's remote and rural communities.

We urge all citizens to join us in celebrating Hope Air Day and to reflect on the significance of ensuring equitable access to healthcare for all members of our society. Let us reaffirm our commitment to supporting initiatives that promote health equity and extend our gratitude to Hope Air for their unwavering dedication to serving those in need.

Signed,

[Mayor's Signature]

George Comrie

Mayor of the Municipality of Whitestone

[Seal of the Municipality]



Monday, April 8, 2024

Michael de Rond  
Clerk  
Town of Aurora  
100 John West, Box 1000  
Aurora, Ontario  
L4G 6J1

SENT VIA EMAIL: [mderond@aurora.ca](mailto:mderond@aurora.ca)

RE: Town of Goderich Resolution – Legislative Amendments to Improve Municipal Code of Conduct

---

Dear M. Rond,

Please be advised of the following motion passed at the Monday, March 18, 2024, Goderich Town Council Meeting:

Moved By: Councillor Thompson

Seconded By: Councillor Kelly

**WHEREAS** all Ontarians deserve and expect a safe and respectful workplace;  
and

**WHEREAS** municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse; and Whereas several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst municipal members of councils across Ontario; and

**WHEREAS** these incidents seriously and negatively affect the people involved and lower public perceptions of local governments; and

**WHEREAS** municipal Codes of Conduct are helpful tools to set expectations of council member behaviour; and

**WHEREAS** municipal governments have limited abilities in their toolkit to adequately enforce compliance with municipal Codes of Conduct; and

**WHEREAS** the most severe penalty that can be imposed on a municipal member of council is the suspension of pay for 90 days, even when egregious acts are committed and substantiated; and

**WHEREAS** AMO has called on the government to table and pass legislation that reflects the following recommendations:

- Updating municipal Codes of Conduct to account for workplace safety and harassment.
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario.
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province.
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner.
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office;

**NOW THEREFORE BE IT HEREBY RESOLVED THAT:**

1. The Town of Goderich supports the call of action the Association of Municipalities of Ontario (AMO) has submitted to the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them, in consultation with municipal governments; and
2. Be It Further Resolved That the legislation encompasses the Association of Municipalities of Ontario's letter of recommendations which includes options for enforcing compliance by council members with municipal Codes of Conduct such as;
  - Updating municipal Codes of Conduct to account for workplace safety and harassment.
  - Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario.
  - Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the Province.
  - Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner o Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office; and
3. Be It Further Resolved That a copy of this Motion be sent to the Hon. Doug Ford, Premier of Ontario, the Hon. Lisa Thompson, MPP Huron-Bruce, and the Hon. Paul Calandra, Minister of Municipal Affairs and Housing, and Ontario municipalities.

The Town of Goderich  
57 West Street  
Goderich, Ontario  
N7A 2K5  
519-524-8344  
townhall@goderich.ca  
www.goderich.ca



---

**CARRIED**

If you have any questions, please do not hesitate to contact me at 519-524-8344 ext. 210 or [afisher@goderich.ca](mailto:afisher@goderich.ca).

Yours truly,



Andrea Fisher  
Director of Legislative Services/Clerk  
/ar

cc. Premier Doug Ford [premier@ontario.ca](mailto:premier@ontario.ca)  
Hon. Paul Calandra [Paul.Calandra@pc.ola.org](mailto:Paul.Calandra@pc.ola.org)  
MPP Lisa Thompson, Huron–Bruce [lisa.thompsonco@pc.ola.org](mailto:lisa.thompsonco@pc.ola.org)  
Ontario Municipalities

**Treasury Board Secretariat      Secrétariat du Conseil du Trésor**

Office of the President      Bureau de la présidente

Whitney Block, Room 4320      Édifice Whitney, bureau 4320  
 99 Wellesley Street West      99, rue Wellesley Ouest  
 Toronto ON M7A 1W3      Toronto ON M7A 1W3  
**Tel.:** 416 327-2333      **Tél. :** 416 327-2333



Dear Head of Council:

Today I am proud to release Ontario's [first annual report on the \*Provincial Emergency Management Strategy and Action Plan\*](#), reporting on progress made to move emergency management forward in collaboration with our partners.

The report highlights key actions the province is taking in collaboration with partners to ensure that communities across Ontario are as safe and prepared as possible before, during and after emergencies. It also sets out future priorities that will guide our work moving forward to keep Ontarians safe.

We have made substantial investments, created new grant programs and expanded training opportunities to ensure that emergency management partners across Ontario have the resources and tools necessary to prepare for, and respond to, emergencies such as floods, wildland fires and cyber attacks.

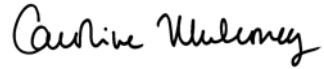
The province collaborated with municipal and Indigenous partners to highlight the progress we have made since releasing our plan in 2023. Those accomplishments include:

- Launching the [Community Emergency Preparedness Grant](#) to help communities and organizations purchase critical emergency equipment and supplies.
- Leading and participating in 85 emergency exercises and drills with government and non-governmental partners to strengthen emergency practice and preparedness.
- Launching the Provincial Exercise Program, a multi-year plan to exercise, test and strengthen multi-sector emergency plans and whole-of-government emergency response.
- Providing municipalities and provincial partners with resources to help them plan, set up and coordinate emergency exercises on their own.

The report demonstrates Ontario's leadership as the first jurisdiction in Canada to require annual and public reporting on progress made towards emergency management goals.

We are grateful for your valued partnership and look forward to continuing to work together to move emergency management forward.

Sincerely,

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

The Honourable Caroline Mulroney  
President of the Treasury Board  
Minister responsible for Emergency Management

c: Bernie Derible, Deputy Minister and Commissioner of Emergency Management,  
Treasury Board Secretariat



## TOWNSHIP OF BRUDENELL, LYNDOCH AND RAGLAN

42 Burnt Bridge Road, PO Box 40  
Palmer Rapids, Ontario K0J 2E0  
TEL: (613) 758-2061 · FAX: (613) 758-2235

April 11, 2024

### RE: 9-8-8 National Suicide and Crisis Hotline

Please be advised that at the Regular Council Meeting on April 10th 2024, Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan passed the following resolution, supporting the resolution from the City of Clarence Rockland regarding adopting the 9-8-8 as National three-digit suicide and crisis hotline.

**Resolution No:** 2024-04-10-04

**Moved by:** Councillor Quade

**Seconded by:** Councillor Kauffeldt

**“WHEREAS** Canada has adopted 9-8-8, as National three-digit suicide and crisis hotline; and

**WHEREAS** the Township of Brudenell, Lyndoch and Raglan recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

**BE IT RESOLVED THAT** the Township of Brudenell, Lyndoch and Raglan continues to endorse the 9-8-8 Crisis Line initiative and will display the 9-8-8 information poster in all its municipal buildings; and

**BE IT FURTHER RESOLVED THAT** a copy of this resolution be sent to John Yakabuski, MPP Renfrew-Nipissing-Pembroke and all Ontario Municipalities.”

Sincerely,

Tammy Thompson  
Deputy Clerk  
Township of Brudenell, Lyndoch and Raglan

Cc: John Yakabuski, MPP Renfrew-Nipissing-Pembroke  
All Ontario Municipalities



January 24, 2024

VIA ELECTRONIC MAIL

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

Dear Recipient:

**Re: Household Food Insecurity**

At its meeting on January 18, 2024, the Board of Health carried the following resolution #06-24:

*WHEREAS food security is a chronic and worsening health issue as documented by annual local data on food affordability and as recognized by multiple Association of Local Public Health Agencies (ALPHA) resolutions: [A05-18](#) (Adequate Nutrition for Ontario Works and Ontario Disability Support Program), [A18-02](#) (Minimum Wage that is a Living Wage), [A15-04](#) (Basic Income Guarantee), and [A23-05](#) (Monitoring Food Affordability in Ontario and the Inadequacy of Social Assistance Rates)*

*THEREFORE BE IT RESOLVED THAT the Board of Health for Public Health Sudbury & Districts call on the provincial government to incorporate local food affordability findings in determining adequacy of social assistance rates to reflect the current costs of living and to index Ontario Works rates to inflation going forward; and*

*THAT in the context of the Public Health Strengthening roles and responsibilities deliberations, the Board of Health urge all health system partners to remain committed to population health assessment and surveillance as it relates to monitoring food environments and, specifically, to monitoring food affordability; and share this motion broadly with local and provincial stakeholders.*

**Sudbury**

1300 rue Paris Street  
Sudbury ON P3E 3A3  
t: 705.522.9200  
f: 705.522.5182

**Elm Place**

10 rue Elm Street  
Unit / Unité 130  
Sudbury ON P3C 5N3  
t: 705.522.9200  
f: 705.677.9611

**Sudbury East / Sudbury-Est**

1 rue King Street  
Box / Boîte 58  
St.-Charles ON POM 2W0  
t: 705.222.9201  
f: 705.867.0474

**Espanola**

800 rue Centre Street  
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**Île Manitoulin Island**

6163 Highway / Route 542  
Box / Boîte 87  
Mindemoya ON POP 1S0  
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**Chapleau**

34 rue Birch Street  
Box / Boîte 485  
Chapleau ON POM 1K0  
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**toll-free / sans frais**

1.866.522.9200

**phsd.ca**



Letter  
Re: Household Food Insecurity  
January 24, 2024  
Page 2

Household food insecurity is one of the strongest predictors of poor health, making it a serious public health issue (PROOF, 2023). Individuals who are food insecure are at higher risk of diet-related diseases like diabetes and are at higher risk for a wide range of chronic conditions such as depression and anxiety disorders, arthritis, and chronic pain. Household food insecurity leaves an indelible mark on children's health and well-being (PROOF, 2023). The experience of food insecurity in childhood is associated with mental health concerns throughout childhood and into early adulthood (PROOF, 2023). In Ontario, the healthcare costs of individuals who are the most food insecure can be more than double that of individuals who are food secure (PROOF, 2023, Tarasuk et al., 2015).

Thank you for your attention to this important issue – the solutions for which will not only help many Ontarians in need but also protect the sustainability of our critical health and social services resources.

Sincerely,



Penny Sutcliffe, MD, MHSc, FRCPC  
Medical Officer of Health and Chief Executive Officer

cc: Honourable Michael Parsa, Minister of Children, Community and Social Services  
Honourable Peter Bthlenfalvy, Ministry of Finance  
Honourable Paul Calandra, Minister of Municipal Affairs and Housing  
Honourable Sylvia Jones, Deputy Premier and Minister of Health  
France Gélinas, Member of Provincial Parliament, Nickel Belt  
Jamie West, Member of Provincial Parliament, Sudbury  
Michael Mantha, Member of Provincial Parliament, Algoma-Manitoulin  
Dr. Kieran Moore, Chief Medical Officer of Health  
Jacqueline Edwards and Jennifer Babin-Fenske, Co-chairs, Greater Sudbury Food Policy Council  
Richard Lathwell, Local Food Manitoulin  
Colleen Hill, Executive Director, Manitoulin Family Resources  
All Ontario Boards of Health  
Association of Local Public Health Agencies



Letter  
Re: Household Food Insecurity  
January 24, 2024  
Page 2

PROOF (2023). What are the implications of food insecurity for health and health care? Identifying Policy Options to Reduce Household Food Insecurity in Canada. Retrieved from:  
<https://proof.utoronto.ca/food-insecurity/what-are-the-implications-of-food-insecurity-for-health-andhealth-care/>

Tarasuk, V., Cheng, J., de Oliveira, C., Dachner, N., Gundersen, C., Kurdyak, P. (2015). Association between household food insecurity and annual healthcare costs. Canadian Medical Association Journal. 1 87 (14) E429-E436. DOI: <https://doi.org/10.1503/cmaj.150234>

The Corporation of the Municipality of St. Charles  
RESOLUTION PAGE



Regular Meeting of Council

Agenda Number: 8.3.

Resolution Number 2024-071

Title: Resolution stemming from February 21, 2024 Regular Meeting of Council - Item 10.1 - Correspondence #8

Date: March 20, 2024

Moved by: Councillor Pothier

Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the Resolution passed by Public Health Sudbury & Districts on January 18, 2024, regarding household food insecurity;

AND BE IF FURTHER RESOLVED THAT a copy of this Resolution be sent to Premier Doug Ford; Minister of Children, Community and Social Services, Michael Parsaco; Minister of Finance, Peter Bethlenfalvy; Minister of Municipal Affairs and Housing, Paul Calandra; Deputy Premier and Minister of Health, Sylvia Jones; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

CARRIED

  
MAYOR



DATE: April 17, 2024

CARRIED: ✓

DEFEATED: \_\_\_\_\_

<u>MOVED BY:</u>	<u>DIVISION LIST</u>	<u>FOR</u>	<u>AGAINST</u>
<u>Councillor Hamer</u>	Councillor Blower	_____	_____
	Councillor Constable	_____	_____
<u>SECONDED BY:</u>	Councillor Hamer	_____	_____
	Councillor Ryman	_____	_____
<u>Councillor Constable</u>	Mayor Robinson	_____	_____

WHEREAS originally created in 2017 the West Parry Sound Economic Development Collaborative (Collaborative) was established as a partnership between the seven municipalities of West Parry Sound;

AND WHEREAS the Collaborative was funded primarily through FedNor's Community Investment Initiative for Northern Ontario (CIINO) and the member municipalities;

AND WHEREAS FedNor's CIINO funding to the Collaborative came to an end November 2023;

AND WHEREAS the Collaborative requested that Council of the seven municipalities determine their support to move forward with a Strategic Planning process, to guide the Collaborative forward and highlight the organizational structure, new municipal funding model, recommended actions, and potential partnerships.

AND WHEREAS the Municipality of McDougall has thus far not passed a resolution to either support the Strategic Planning process, or withdraw from the Collaborative;

AND WHEREAS following the withdrawal of McKellar Township and Seguin Township from the West Parry Sound Economic Development Collaborative a final meeting of the Collaborative has yet to be called to determine allocation of remaining funds, or next steps to dissolve or restructure the Collaborative;

AND WHEREAS it has come to the attention of Council for the Corporation of the Municipality of McDougall that there have been meetings of the Collaborative called that the Municipality was not invited to;

AND WHEREAS the Collaborative have appointed steering committee member as Chair of the Collaborative;

AND WHEREAS it appears there has been unauthorized spending with respect to hiring a consultant for the purpose of preparing a Strategic Planning Study;

THEREFORE BE IT RESOLVED that the Council of the Corporation of the Municipality of McDougall hereby requests a properly convened meeting with all seven original partner municipalities of the West Parry Sound Economic Development Collaborative ;

AND FURTHER that the Municipality of McDougall request that there should be no spending of any funds that are remaining at the time of the last meeting of the West Parry Sound Economic Development Collaborative, where all seven member West Parry Sound Municipalities were invited;

AND FURTHER that this resolution be forward to the municipalities of Carling Township, McKellar Township, Seguin Township, Town of Parry Sound, Township of The Archipelago, and Whitestone Township.



The Corporation of The Township of The Archipelago  
Council Meeting

**Agenda Number:** 15.8.  
**Resolution Number** 24-082  
**Title:** Public Health Ontario proposes phasing out free water testing for private wells  
**Date:** Friday, April 19, 2024

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**Moved by:** Councillor Manners  
**Seconded by:** Councillor MacLeod

**WHEREAS** the Ontario Auditor General's annual report on public health from December 2023 indicates that Public Health Ontario is proposing the phasing-out of free provincial water testing services for private drinking water; and

**WHEREAS** free private drinking water testing services has played a pivotal role in safeguarding public health, particularly in rural communities, including the entire Township of The Archipelago, that rely predominantly on private drinking water; and

**WHEREAS** the removal of free private drinking water testing could lead to a reduction in testing, potentially increasing the risk of waterborne diseases in these vulnerable populations; and

**WHEREAS** the tragic events in Walkerton, Ontario underscored the critical importance of safe drinking water.

**NOW THEREFORE BE IT RESOLVED** that The Township of The Archipelago hereby requests that the Province reconsider and ultimately decide against the proposed phasing-out of free private drinking water testing services.

**FURTHER BE IT RESOLVED** that this resolution be sent to all Ontario municipalities, Minister of Environment Conservation and Parks, Minister of Health, North Bay Parry Sound District Health Unit, Graydon Smith, MPP Parry Sound-Muskoka.

**Carried**

April 24, 2024

The Right Honourable Justin Trudeau  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON  
K1A 0A2

DELIVERED VIA EMAIL

Dear Prime Minister,

**Re: Motion regarding Housing Funding**

Please be advised that at its regular meeting of April 23, 2024, Loyalist Township Council passed the following resolution:

**Resolution 2024-95**

Moved by Councillor Willis  
Seconded by Councillor Ennis

**WHEREAS** Loyalist Township is in need of \$4,375,000 in funding to complete the Peak Flow Equalization and Headworks Upgrades at the Amherstview Water Pollution Control Plant in 2024, which is critical in the ongoing development of new homes in Loyalist Township;

**AND WHEREAS** the Township cannot afford to increase Water or Sewer rates to fund all of this infrastructure;

**AND WHEREAS** increased Debt to build the project will just increase costs to Water and Sewer rates, or increased costs to developers;

**AND WHEREAS** Loyalist Township is currently experiencing a housing crisis from all citizens;



**AND WHEREAS** Peak Flow Equalization and Headworks Upgrades at the Amherstview Water Pollution Control Plant are projected to accommodate 1889 new residential units to be completed, 607 which are shovel ready;

**AND WHEREAS** Loyalist Township is not currently eligible for funding under the Provincial Building Faster Fund as its population is below the threshold;

**AND WHEREAS** Loyalist Township is submitting an application to the provincial Housing-Enabling Water Systems Fund which has only \$825M available in funding of which the province would only fund up to 73% to a maximum of \$35M for one project;

**AND WHEREAS** additional funding has not been allocated from the Federal Government to enhance the Housing-Enabling Water Systems Funding;

**NOW THEREFORE BE IT RESOLVED THAT** Loyalist Township calls on the Federal Government to re-evaluate their lack of funding for municipalities with a population less than 50,000 in rural Ontario and to make available funding for infrastructure programs to help build infrastructure to help build much-needed new homes;

**AND FURTHER THAT** the Province of Ontario be asked to prioritize funding from the \$825M Housing Enabling Water Systems Fund to municipalities without housing targets that are not eligible for funding under the Building Faster Fund;

**AND FURTHER THAT** this motion be circulated to Honourable Justin Trudeau, Prime Minister, Honourable Sean Fraser, Federal Minister for Housing, Honourable Doug Ford, Premier of Ontario, Ministry of Infrastructure, Ministry of Municipal Affairs and Housing, Shelby Kramp-Neuman MP of Hastings-Lennox and Addington and Ric Bresee MPP of Hastings-Lennox and Addington, and all municipalities, for their support.  
**Motion carried.**



Sincerely,

*Anne Kantharajah*

Anne Kantharajah  
Township Clerk  
[akantharajah@loyalist.ca](mailto:akantharajah@loyalist.ca)  
613-386-7351 Ext. 121

cc: the Honourable Sean Fraser, Federal Minister for Housing  
Honourable Doug Ford, Premier of Ontario  
Ministry of Infrastructure  
Ministry of Municipal Affairs and Housing  
Shelby Kramp-Neuman MP Hastings - Lennox and Addington  
Ric Bresee, MPP Hastings - Lennox and Addington  
Jim Hegadorn, Mayor, Loyalist Township  
Rebecca Murphy, CAO, Loyalist Township  
Councillor Willis, Loyalist Township  
Councillor Ennis, Loyalist Township  
Ontario Municipalities

**THE CORPORATION OF THE TOWN OF SMITHS FALLS**  
**Regular Council Meeting**

**Resolution Number** 2024-04-074  
**Title:** Basic Income Guarantee  
**Date:** Monday, April 8, 2024

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**Moved by** J Miller  
**Seconded by** P McKenna

WHEREAS, per Statistics Canada data, in 2020 the median after-tax household income in Smiths Falls was \$56,400, the lowest of any lower or single-tier municipality in Lanark County (Beckwith the highest, at \$107,000), and compared to \$77,000 for Lanark County as a whole;

WHEREAS, per the 2021 Census of Canada 1490 out of 9085 residents of Smiths Falls (16.4% of the total) lived in low income, based on the Low Income After Tax (LIM-AT) measure;

WHEREAS, of the 1490 Smiths Falls citizens living in low income in 2021, 120 of them were children five years old or younger, 215 of them were children between the ages of six and 17, and 365 of them were seniors aged 65 or over;

WHEREAS, the level of income is one of the most important social determinants of health, and relates to many other determinants including education and literacy, healthy behaviours, one's social environment, and employment and work conditions;

WHEREAS, low income is strongly correlated with a wide range of negative health outcomes, including heart disease, cancer, diabetes, and poor mental health, and with shorter life expectancies compared to higher income persons;

WHEREAS, the minimum wage in Ontario and the maximum amounts of financial support available through Ontario Works (OW) and the Ontario Disability Support Program (ODSP) are deeply insufficient to meet the basic needs of full-time minimum wage workers, or of individuals or families drawing OW or ODSP support;

WHEREAS, ongoing, widespread, and rapid changes in labour markets, including due to outsourcing, artificial intelligence, automation, and advance of the "gig" economy, are causing more and more people to be exposed to labour changes beyond their control, adding to their vulnerability to low income;

WHEREAS, basic income is a means by which individuals, families, and whole communities can be less vulnerable to negative changes in health, relationship or family status, and labour markets, and better able to navigate transitions and challenging circumstances;

WHEREAS, basic Income is money distributed to eligible people, regularly, reliably, and without work requirement, and which, absent other income, should meet basic human needs;

WHEREAS, basic income exists in Canada in the form of longstanding programs like the Canada Child Benefit and the Guaranteed Income Supplement for seniors, programs with demonstrated positive impacts on basic income recipients, economies, and our greater society;

WHEREAS, there is need to establish basic income security for working-age adults in Canada who, at present and in general, lack sufficient social protection against low income;

WHEREAS, there is a growing body of evidence that basic income is not a disincentive on the pursuit or retention of employment and that, further, basic income is more likely to support such pursuit or retention given its stabilizing effect in the lives of people;

WHEREAS, the gross cost of a basic income program is reduced to a net cost once various funding options are exercised and the fiscal benefits of basic income are realized (e.g., basic income as a local economic stimulus);

WHEREAS, Canada, one of the wealthiest nations in the world, has the fiscal capacity to support a



basic income guarantee for working-age adults;

WHEREAS, the call for basic income in Canada has been and is being made by public health authorities, including the Leeds, Grenville and Lanark District Health Unit per its November 2023 report on food insecurity within the health region;

WHEREAS, the call for basic income in Canada has been and is being made by many other interests, including a growing number of municipalities in Ontario and beyond, and by a range of provincial and federal parliamentarians;

WHEREAS, a 2022 national public opinion poll suggests that six in 10 adults in Canada support the concept of basic income;

AND WHEREAS, the Town of Smiths Falls wishes to add its municipal voice to the call for a basic income guarantee for working-age adults in Canada.

THEREFORE, BE IT RESOLVED:

- 1) That the Town of Smiths Falls supports the concept of a basic income guarantee for working-age adults to help combat low income and economic vulnerability within our community;
- 2) That the Town of Smiths Falls calls upon the federal and the provincial and territorial governments to collaborate on the design, introduction, implementation, and ongoing evaluation of a national basic income guarantee program for working-age adults;
- 3) That the Council of the Town of Smiths Falls directs the Mayor to write (a) a letter to Prime Minister Justin Trudeau, copy to relevant federal ministers and to Lanark-Frontenac-Kingston MP Scott Reid; and (b) a letter to Ontario Premier Doug Ford; copy to relevant provincial ministers and to Lanark-Frontenac-Kingston MPP John Jordan, calling on these orders of government to collaborate on the design, introduction, implementation, and ongoing evaluation of a national basic income guarantee program for working-age adults;
- 4) That the Council of the Town of Smiths Falls directs the Mayor to write a letter to each of the Mayor's counterparts in the lower-tier municipalities in Lanark County, encouraging each municipality to also pass a resolution similar to that adopted by the Town of Smiths Falls;
- 5) That a copy of this resolution be shared with all other municipalities in Ontario, and with the presidents of the Eastern Ontario Mayors Caucus, the Eastern Ontario Wardens' Caucus, the Association of Municipalities of Ontario, the Rural Ontario Municipal Association, and the Federation of Canadian Municipalities.

**Carried**

\_\_\_\_\_  
Mayor



# MEMO

<b>To:</b>	Michelle Hendry, Chief Administrative Officer / Clerk and Paula Macri, Planning Assistant
<b>From:</b>	Jamie Robinson, BES, MCIP, RPP
<b>Date:</b>	May 1, 2024
<b>File:</b>	Municipality of Whitestone
<b>Subject:</b>	Bill 185: Cutting Red Tape to Build More Homes Act, 2024

## PURPOSE

To provide a high-level overview of Bill 185: Cutting Red Tape to Build More Homes Act, 2024 that received first reading on April 10, 2024. The overview focuses mainly on the amendments made to the *Development Charges Act*, *Municipal Act*, and the *Planning Act*.

## Bill 185 – PURPOSE AND OVERVIEW

The purpose of Bill 185 is to decrease the timeframe of government processes and meet its goal of building 1.5 million homes by 2031. The changes that are proposed are in response to stakeholder feedback. The Bill proposes to amend several prior government initiatives and proposes to amend fifteen (15) Provincial Acts, through the following fifteen schedules:

*Schedule 1: An Act to Incorporate the Trinity College School*

*Schedule 2: Arts Council Act*

*Schedule 3: Building Opportunities in the Skilled Trades Act, 2021*

*Schedule 4: City of Toronto Act, 2006*

*Schedule 5: Coroners Act*

*Schedule 6: Development Charges Act, 1997*

*Schedule 7: Hazel McCallion Act (Peel Dissolution), 2023*

*Schedule 8: Line Fences Act*

*Schedule 9: Municipal Act, 2001*

*Schedule 10: Niagara Parks Act*

*Schedule 11: Ontario Energy Board Act, 1998*

*Schedule 12: Planning Act*

*Schedule 13: Poet Laureate of Ontario Act (In memory of Gord Downie), 2019*

*Schedule 14: Redeemer Reformed Christian College Act, 1998*

## *Schedule 15: Université De Hearst Act, 2021*

The following provides a brief overview of the above amendments that are relevant to the Municipality of Whitestone.

### **Schedule 6: Development Charges Act**

Bill 185 proposes to revoke the five-year phase-in of new development charges (introduced through Bill 23). It further proposes to bring into force municipal development-related charge exemptions and discounts for affordable residential units. This is to aid in providing incentives for the development of affordable housing.

### **Schedule 9: Municipal Act**

Through the proposed amendment, Municipalities will be able to by by-law, create a policy for the allocation of water supply and sewage capacity. This policy may include a tracking system for the water supply and sewage capacity that is available for new developments and criteria for the future allocation of the capacity to development applications. If municipalities choose to adopt this by-law, it would not be appealable to the Ontario Land Tribunal.

Bill 185 grants the Lieutenant Governor in Council authority to make regulations authorizing a municipality to grant assistance, directly or indirectly, to a specific manufacturing, industrial or commercial enterprise when it is necessary to attract investment in Ontario.

### **Schedule 12: Planning Act**

The amendments to the *Planning Act* are described separately below but pertain generally to the following matters:

1. Ontario Land Tribunal Appeals
2. "Use it or Lose it" Tools
3. Facilitating Standardized Housing Designs
4. Framework for Additional Units
5. Reduce Parking Minimums
6. Pre-Consultations
7. Application Fee Refunds
8. Upper Tier Municipalities
9. Exempt Universities from the Planning Act

In terms of the *Planning Act*, the goal of the Schedule 12 amendment is to expedite the supply of housing to local markets through improved government service delivery of development approvals. Some further detail of the proposed *Planning Act* amendments is provided below.

## **ONTARIO LAND TRIBUNAL APPEALS**

### **No Third Party Appeals**

Under Bill 23 the right to appeal a decision for minor variance, a draft plan of subdivision, or a consent to sever was limited to only the applicant, municipal authority, the Minister or a "specified person". This removed the right to appeal from third-party landowners, ratepayers and other members of the public. Further to these limited appeal rights, Bill 185 now proposes to extend the same limitation for municipally approved official plans, official plan amendments, zoning by-laws and zoning by-law amendments.

Bill 185 proposes that the above-mentioned rules will apply to new or existing appeals that do not have a hearing on the merits of the appeal scheduled before the Ontario Land Tribunal, with the cut-off for the transition being April 10, 2024.

### **Appeals of Settlement Area Boundaries Allowed**

Currently, there are no appeal rights for an official plan amendment or zoning by-law amendment application that would expand or alter an in-force settlement area boundary. Bill 185 proposes to allow an applicant to appeal the approval authority's refusal or non-decision, provided the proposed boundary expansion does not include land in the Greenbelt Area.

## **"USE IT OR LOSE IT" TOOLS**

As a way to free up and more closely manage the allocation of services to approved developments, Bill 185 proposes to expand municipal authority to include or retroactively impose time provisions for lapsing dates for approved site plans and draft plans of subdivision. The proposed changes will set the time period by regulation, with a default for no less than three years, if a regulation does not apply. Draft plans of subdivision will have a mandatory lapsing provision as set by regulation.

Draft plans of subdivision/condominium approved before March 27<sup>th</sup>, 1995 will lapse if they are not registered within three years of Bill 185 passing. Municipalities will be able to apply lapsing conditions on new and previous site plan control applications.

## **FACILITATING STANDARDIZED HOUSING DESIGNS**

Bill 185 proposes to create a regulation authority that would permit the creation of criteria to accelerate planning approvals for standardized housing. The changes would only apply to specific lands that meet certain criteria such as a minimum lot size. An example would be urban residential land with full municipal servicing outside of the Greenbelt. Elements of the *Planning Act* and/or *City of Toronto Act, 2006* are identified that could be overridden and/or certain planning barriers that could be removed if the criteria can be met.

## **FRAMEWORK FOR ADDITIONAL RESIDENTIAL UNITS**

New regulation making authority is proposed to be given to the minister to permit the removal of zoning barriers and include an increase in small multi-unit residential developments. If this provision

is passed, these regulations would include the ability to remove maximum lot coverage and limits on bedrooms per lot.

## **REDUCE PARKING MINIMUMS**

The Bill is proposing that for Major Transit Station Areas and areas where minimum densities are required by official plans or provincial policies, municipalities are prohibited from having minimum parking requirements, other than to provide parking facilities for bicycles.

## **PRE-CONSULTATIONS**

Bill 185 proposes to eliminate a municipal planning authority's ability to require a pre-consultation for applications for official plan amendments, zoning by-law amendments, site plan approval and draft plans of subdivision. This will have the effect of making pre-consultations voluntary and at the discretion of the proponent.

Furthermore, currently an applicant has 30 days after a municipality has deemed the planning application incomplete to appeal to the Ontario Land Tribunal. Bill 185 proposes to eliminate this deadline and permits applicants to bring a motion to determine the requirements for a complete application at any time after an application fee has been paid or a pre-consultation has begun.

## **FEE REFUND PROVISIONS**

Bill 185 is proposing to eliminate the fee refund requirements that had been introduced through Bill 109. Applications filed between July 1, 2023, and before the removal of the fee refund requirements may be eligible for a refund but any applications after the removal date will not be eligible for a refund.

## **UPPER TIER MUNICIPALITIES**

Halton, Peel, and York Region as of July 1<sup>st</sup>, 2024, will no longer have planning responsibilities. Dates to determine Planning changes for Waterloo, Niagara, Simcoe, and Durham have not been set.

## **EXEMPT UNIVERSITIES FROM THE PLANNING ACT**

Bill 185 proposes to exempt publicly assisted universities from the *Planning Act* and the planning provisions of the *City of Toronto Act, 2006* for university-led student housing projects on and off campus.

MHBC would be pleased to assist you further in your review and consideration of the proposed legislative changes. Comments are being accepted on this proposed Bill until May 10, 2024. Bill 185 is posted on the Environmental Registry of Ontario Posting #019-8366 and comments can be submitted through the link found on the ERO [website](#).

Yours truly,

**MHBC**

A handwritten signature in black ink, appearing to read 'J. Robinson', with a long horizontal flourish extending to the right.

Jamie Robinson, BES, MCIP, RPP  
Partner



# MEMO

<b>To:</b>	Michelle Hendry, Chief Administrative Officer / Clerk and Paula Macri, Planning Assistant
<b>From:</b>	Jamie Robinson, BES, MCIP, RPP
<b>Date:</b>	May 1, 2024
<b>File:</b>	Municipality of Whitestone
<b>Subject:</b>	Proposed 2024 Provincial Planning Statement

## PURPOSE

To provide a high-level overview of the proposed 2024 Provincial Planning Statement (the "PPS") that was released for comments on April 10, 2024. This overview focuses mainly on the proposed changes that apply to the Municipality of Whitestone.

## 2024 PROVINCIAL PLANNING STATEMENT – PURPOSE AND OVERVIEW

The vision of the draft statement includes an emphasis on building more homes for all Ontarians. The purpose of the proposed 2024 Provincial Planning Statement is to repeal the Growth Plan for the Greater Golden Horseshoe and 2020 Provincial Policy Statement (PPS) and replace these documents with an integrated planning statement. Similar to the current PPS, all decisions would be required to be consistent with this new Statement. The statement would be considered a policy statement in accordance with Section 3 of the *Planning Act*. All municipal decisions, as well as comments, submissions or advice affecting planning matters shall be consistent with the Statement. The effective date is yet to be determined.

The Ministry of Municipal Affairs and Housing has released the draft statement to seek feedback. Written comments can be submitted on the Environmental Registry of Ontario responding to posting **ERO #019-6862**. The deadline for written comments is May 12, 2024. The Province intends to release the final policies to the public for a short period of time prior to them going into effect. Official Plans would not be required by the Province to be updated outside their regular review cycle (five or 10 years), however, all decisions on planning matters must be consistent with this Planning Statement regardless of whether the official plan has been updated or not. **Upon review of this memorandum, if you are considering submitting comments on the ERO posting we would be happy to provide you with policy guidance for your submission.**

It should be noted that the proposed 2024 Provincial Planning Statement does not repeal the Growth Plan for Northern Ontario. The Growth Plan for Northern Ontario continues to be in force and effect.

The following is a brief overview of the applicable policy changes within the proposed 2024 Provincial Planning Statement.

## **1. GROWTH TARGETS**

The Ministry of Finance creates 25-year growth projections, which are amended as necessary, and it is proposed that these projections will be the basis of population and employment growth forecasts for planning authorities.

When creating and updating official plans, Municipalities will be required to have sufficient land available with an appropriate range and mix of land uses to meet the projected needs for a minimum of 20 years to a maximum of 30 years. The only exception to the above noted time frame is planning for infrastructure, public service facilities, strategic growth areas and employment areas, which may extend beyond the aforementioned timeframe.

For instances where the Minister has made a zoning order, the resulting development potential shall be in addition to projected needs over the planning horizon established in the Official Plan and is to be incorporated at the time of the next Official Plan update.

## **2. COMPLETE COMMUNITIES**

The term “complete communities” has been integrated into the Provincial Planning Statement and has replaced “healthy, liveable and safe communities”. The term was utilized in the Growth Plan and is now defined as:

*means places such as mixed-use neighbourhoods or other areas within cities, towns, and settlement areas that offer and support opportunities for equitable access to many necessities for daily living for people of all ages and abilities, including an appropriate mix of jobs, a full range of housing, transportation options, public service facilities, local stores and services. Complete communities are inclusive and may take different shapes and forms appropriate to their contexts to meet the diverse needs of their populations.*

The draft policy has removed specific considerations for planning authorities such as “avoiding development and land use patterns which may cause environmental or public health and safety concerns” and “promoting development patterns that conserve biodiversity”.

## **3. COMPREHENSIVE REVIEW**

The draft 2024 Provincial Planning Statement has removed the requirement for and definition of comprehensive reviews of Official Plans.



#### **4. SETTLEMENT AREAS AND SETTLEMENT AREA BOUNDARY EXPANSIONS**

Settlement areas continue to be focus of growth and development and with the removal of the comprehensive review requirement municipalities can consider settlement area expansions at any time. The 2024 draft of the PPS updated the language that the planning authority “should consider” to “shall consider” the following:

- a. The need to designate and plan for additional land to accommodate an appropriate range and mix of land uses;
- b. if there is sufficient capacity in existing or planned infrastructure and public service facilities;
- c. whether the applicable lands comprise specialty crop areas;
- d. the evaluation of alternative locations which avoid prime agricultural areas and, where avoidance is not possible, consider reasonable alternatives on lower priority agricultural lands in prime agricultural areas;
- e. whether the new or expanded settlement area complies with the minimum distance separation formulae;
- f. whether impacts on the agricultural system are avoided, or where avoidance is not possible, minimized and mitigated to the extent feasible as determined through an agricultural impact assessment or equivalent analysis, based on provincial guidance; and,
- g. the new or expanded settlement area provides for the phased progression of urban development.

Previously, a Municipality was required to demonstrate that there are insufficient opportunities to accommodate forecasted growth before expanding its settlement area boundaries or identifying new settlement areas. This “needs test” has been removed in the proposed 2024 draft. A planning authority may identify a new settlement area, only where appropriate infrastructure and public service facilities are planned or available to support the proposed settlement area.

Draft policy 2.3.1.4 encourages planning authorities to create minimum targets for intensification and redevelopment in “built up areas”. Further, planning authorities are encouraged to establish density targets for new settlement areas or settlement area expansions based on local conditions. For reference, “Large and fast-growing municipalities” are encouraged to plan for a minimum density target of 50 residents and jobs per gross hectare.

Planning authorities will need to establish and implement phasing policies, when appropriate, to ensure that the development in designated growth areas is orderly and aligns with the time frame for the provision of infrastructure and public service facilities.

#### **5. HOUSING**

The definition of ‘low and moderate income households’ has been updated in the 2024 draft Statement. The new definition is:

- a) *In the case of ownership housing, households with incomes in the lowest 60 percent of the income distribution for the municipality; or*
- b) *In the case of rental housing, households with incomes in the lowest 60 percent of the income distribution for renter households for the municipality.*

This policy will require Service Managers to address all types of housing options, including affordable housing and encourages intensification of developed and redeveloped areas that would result in a net increase of residential units. Draft policy 2.2.1(b)2, specifically identifies underutilized shopping malls and plazas as commercial sites that have the potential for redevelopment.

Municipalities will be required to establish and implement minimum targets for the provision of housing that is affordable to low and moderate income households, and coordinate land use planning and planning for housing with Service Managers.

## **6. STRATEGIC GROWTH AREAS**

Planning authorities are encouraged to identify and focus growth and development in specific strategic growth areas which are areas within settlement areas, nodes and corridors, and other areas identified by a municipality to be the focus of creating complete communities, different housing options, intensification, and mixed-use developments.

Policies encourage planning authorities to prioritize planning and investment for infrastructure and public service facilities, develop a student housing strategy, develop parameters for what would be the appropriate scale, type, and transition of development to adjacent areas, permit development and intensification to support the achievement of complete communities and a compact built form, and encourage redevelopment of retail areas to support mixed-use residential.

## **7. EMPLOYMENT AREAS**

The definition of 'employment areas' is proposed to be changed in both the Planning Act ("Area of Employment") and the proposed 2024 Provincial Planning Statement. Uses that cannot locate in mixed use areas, such as heavy industry, manufacturing and large-scale warehousing are permitted in employment areas while residential, public service facilities, institutional, commercial, and retail and office uses not associated with the primary employment use are prohibited. The term "Employment Area" is now defined in the proposed 2024 Provincial Planning Statement as:

*means those areas designated in an Official Plan for clusters of business and economic activities including manufacturing, research and development in connection with manufacturing, warehousing, goods movement, associated retail and office, and ancillary facilities. Uses that are excluded from employment areas are institutional and*

*commercial, including retail and office not associated with the primary employment use listed above.*

Municipalities can consider (and landowners can apply for) the removal of land from employment areas. The tests to be met include that there is an identified need for the removal, and the land is not required for employment area over the long term; the proposed uses would not negatively impact the overall viability of the employment area by: avoiding, or where avoidance is not possible, minimizing and mitigating potential impacts to existing or planned employment area uses in accordance with land use compatibility policies, and maintaining access to major goods movement facilities and corridors. Further considerations for evaluating a conversion proposal include that existing or planned infrastructure and public service facilities are available to accommodate the proposed uses; and the municipality has sufficient employment lands to accommodate projected employment growth to the horizon of their approved official plan. It is understood that long-term employment targets will be in Official Plans based on the Ministry of Finance projections.

The draft Statement encourages mixed-use development, and the intensification of employment uses provided that they are compatible and do not present potential adverse effects. Planning authorities are to encourage economic development and competitiveness through creating an appropriate transition between sensitive land uses and employment areas. Development of industrial, manufacturing, and small-scale warehousing uses that are compatible adjacent to sensitive land uses should be encouraged. This area should coincide with strategic growth areas and mixed-use areas where transit is accessible.

## **8. RURAL AREAS AND RURAL LANDS**

The 2024 Draft does not propose significant changes to the PPS (2020) policies in rural areas. The rural settlement areas are still to be focus of growth and development in rural areas. However, it is important to note that the draft statement does not specifically identify multi-lot residential development as a permitted use on rural lands. Instead, the more generally described permitted use of “residential development, including lot creation, where site conditions are suitable for the provision of appropriate sewage and water services” is included.

The 2024 draft Statement requires planning authorities to plan for land use compatibility between sensitive land uses and employment areas especially resource-related uses by directing non-related development to areas where it minimizes constraints on these uses.

## **9. AGRICULTURE**

In the new draft PPS, Municipalities are not required to use the provincially mapped Agricultural System but are required to use an agricultural system approach, based on provincial guidance, to maintain and enhance a geographically continuous agricultural land base and support and foster the long-term economic prosperity and productivity of the agri-food network. Municipalities will be required to designate and protect prime agricultural areas for long-term use for agriculture. Planning authorities are encouraged to support local food, near urban and urban agriculture and encourage a strong agri-food network.

Draft policy 4.3.2.4 permits an agricultural operation to have a principal dwelling in prime agricultural areas as an agricultural use, except when restricted by policy 4.3.3. In addition to the principal dwelling, draft policy 4.3.2.5 permits two additional residential units provided they comply with the minimum distance separation formulae, are compatible with surrounding operations, have appropriate sewage and water services, and are able to address public health and safety concerns. Furthermore, the size of the additional dwellings are limited and are to be located within, attached or in close proximity to the principal dwelling or farm building cluster, and minimize the amount of agricultural land being taken out of agricultural production.

Draft policy 4.3.3.1 discourages lot creation in prime agricultural lands but provides criterion for three specific circumstances for lot creation including for agricultural uses; agriculture-related uses; and up to one residence surplus to an agricultural operation for farm consolidation. As such, additional residential units can only be severed if they can satisfy the residence surplus to an agricultural operation for farm consolidation, and only one may be severed at that time.

Draft policy 4.3.5.2 requires an agricultural impact assessment or equivalent analysis based on provincial guidance in areas that it is not possible to avoid impacts of non-agricultural (new or expanding) uses on surrounding lands.

## **10. NATURAL AND HUMAN-MADE HAZARDS**

Planning authorities are to collaborate with conservation authorities (where they exist) to identify hazardous land and hazardous sites and manage possible development within them following provincial guidance.

The 2024 draft statement removes the requirement for planning authorities to support, through planning and development approvals, the on-site and local reuse of excess soil, while protecting human health and the environment.

## **11. OTHER NOTABLE CHANGES**

- When planning for lands for employment outside of *employment areas* and taking into account the transition of uses to prevent *adverse effects*, a diverse mix of land uses, including residential, employment, *public service facilities* and other institutional uses shall be permitted to support the achievement of *complete communities*. Official Plans and Zoning By-laws cannot be more restrictive than the above noted policy except for the purpose of public health and safety (Proposed Policy 2.8.1.3 and 2.8.1.4).
- All Municipal decisions, including Zoning By-laws and permitting processes, must be consistent with the proposed 2024 Provincial Planning Statement, even before a Municipality's Official Plan has been updated (Proposed Policy 6.1.6 and 6.1.7).

- The term “housing options” has been revised to include: laneway housing, garden suites, rooming houses, additional needs housing, multi-generational housing, student housing, farm worker housing, culturally appropriate housing, supportive, community and transitional housing.

Yours truly,

**MHBC**

A handwritten signature in black ink, appearing to read 'J. Robinson', with a long horizontal flourish extending to the right.

Jamie Robinson, BES, MCIP, RPP  
Partner

# District of Parry Sound



**Resolution No. 24 04 02**

Date: April 11, 2024

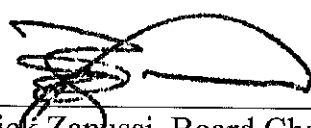
Moved By: Joel Constable

Seconded By: Jerry Brandt

Carried:  X  Defeated: \_\_\_\_\_

**THAT** the District of Parry Sound Social Services Administration Board calls upon the Premier and the Minister of Children, Community and Social Services to set Basic Needs and Shelter Rates for Ontario Works according to a locally defined market basket of essential goods, including transportation, telephone, average market rents and a nutritious food basket, that are adjusted annually according to the Consumer Price Index;

**AND THAT** a copy of this resolution be sent to the Premier of Ontario, the Minister of Children, Community and Social Services, local Members of Provincial Parliament, member municipalities, the Ontario Municipal Social Services Association, the Northern Ontario Service Deliverers' Association, and the Association of Municipalities of Ontario.



\_\_\_\_\_  
Rick Zanussi, Board Chair

	<u>FOR</u>	<u>AGAINST</u>		<u>FOR</u>	<u>AGAINST</u>
Ryan Baptiste	_____	_____	Teresa Hunt	_____	_____
Jerry Brandt	_____	_____	Ted Knight	_____	_____
Teri Brandt	_____	_____	Tom Lundy	_____	_____
Janice Bray	_____	_____	Jamie McGarvey	_____	_____
Ted Collins	_____	_____	Peter McIsaac	_____	_____
Joel Constable	_____	_____	Sharon Smith	_____	_____
Mike Dell	_____	_____	Rick Zanussi	_____	_____
Gail Finsson	_____	_____			

**Report #:** 8.1  
**Subject:** Ontario Works Rates  
**To:** Board Members  
**Presented By:** Tammy MacKenzie, CAO  
**Prepared By:** Jeff Degagne, Director of Income Support & Stability  
**Date:** April 11, 2024

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**Resolution:**

THAT the District of Parry Sound Social Services Administration Board calls upon the Premier and the Minister of Children, Community and Social Services to set Basic Needs and Shelter Rates for Ontario Works according to locally defined market basket of essential goods, including transportation, telephone, average market rents and a nutritious food basket, that are adjusted annually according to the Consumer Price Index;

AND THAT a copy of this resolution be sent to the Premier of Ontario, the Minister of Children, Community and Social Services, local Members of Provincial Parliament, member municipalities, the Ontario Municipal Social Services Association, the Northern Ontario Service Deliverers' Association, and the Association of Municipalities of Ontario.

**Report:**

Ontario Works (OW) rates for Basic Needs and Shelter have not been increased since 2018. Since that time, the cost of a fixed basket of consumer products has risen 18.67% between 2018 and December 2023, according to the Bank of Canada.

Additionally, the housing market, since COVID-19, has seen a greater demand for rental units, resulting in escalating rental rates. Social Assistance shelter rates are well below average market rent in Ontario. This creates additional challenges and pressures for individuals on Ontario Works to access safe and stable housing. In our district, 85% of the caseload rents from the private market.

Locally, 68% of the OW caseload in 2023 were single people, of which the maximum assistance they can receive from Ontario Works is \$733. This leads to intense pressures for individuals to maintain housing, food security, and transportation (needed to support employment).

From a Housing Stability and Homelessness perspective, 35% of individuals on our By Name List for homelessness in the district are on Ontario Works. 5% of the caseload self-identify that Housing Stability is their biggest barrier to employment and self-sustainability. In 2023, 191 OW participants accessed Homelessness Prevention Program funding due to either being homeless or were at risk of homelessness, which equals 33% of all program requests.

**Magnatawan Pioneer Association**

4109 Bridgeport Drive, Jordan Station, Ontario, L0R1S0

[Info.bolgerbound@gmail.com](mailto:info.bolgerbound@gmail.com)

Subject: Shore Docker and Land Use Proposal.

Date: May 6<sup>th</sup>, 2024

**To Whitestone Council and Staff**

- Mayor Comrie
- Councillor Nash
- Councillor Woods
- Councillor Bray
- Councillor Lamb
- Michelle Hendry – CAO
- Dave Creasor – Manager Public Works

Dear All;

The Magnatawan Pioneer Association (MPA) would like to propose and solution to the shore docker requirement that of some of the MPA members have. The full reasoning for this requirement is laid out on the MPA's June 2023 correspondence to the Municipality of Whitestone.

The solution will provide a full liability protection will "hold harmless" the Municipality of Whitestone. A letter will also be issued additionally insuring Whitestone from our insurance company. This letter will be provided under the Magnatawan Pioneer Associations liability insurance through CADE Insurance.

The responsibilities of the MPA members will be addressed with a waiver agreement signed by each of the cottagers that have a existing shore docker. This individually signed waiver will also be provided to the Municipality of Whitestone



Details of this shore docker usage agreement between Whitestone and the MPA is detailed in the attached draft proposal document. The cottager waiver details are also attached. We consider this initial proposal a draft open for additional discussion.

Best Regards

A handwritten signature in black ink, appearing to read 'Kelvin Williamson', with a stylized flourish at the end.

Kelvin Williamson  
President Magnatawan Pioneer Association  
[Info.bolgerbound@gmail.com](mailto:Info.bolgerbound@gmail.com)  
Cell: 647-801-4109

**DRAFT -Proposed LAND USE AGREEMENT:**

**May 6<sup>th</sup>, 2024**

Magnatawan Pioneer Association (MPA) is proposing we enter into a **Land Use Agreement** with the Municipality of Whitestone in regard to shoreline use at Bolger Landing.

And

Magnatawan Pioneer Association (MPA) is proposing we enter into a **Waiver Agreement** with each MPA member currently using a shore docker.

**LAND USE AGREEMENT between MPA and Municipality of Whitestone:**

**Overview:** The Magnetawan Pioneer Association will enter into a *written Land Use Agreement* with the Municipality of Whitestone:

**Description of Property:** From Bolger landing docks, south shoreline of Bolger Lake alone shore allowance for 500 meters.

**Duration:** 5 years

**Rights and Responsibility:**

1. MPA will purchase additional liability insurance to cover this LAND USE AGREEMENT
2. Municipality of Whitestone acknowledges the MPA
3. No New Shore dockers will be added.
4. MPA will provide the Municipality of Whitestone with copies of each **Waiver Agreement**.

**Rules and Regulations:**

1. MPA will require each MPA member with existing shore docker to sign a **Waiver Agreement**
2. There will be no docks permitted
3. There will be no storage boxes on the shore
4. The MPA will ensure the property is well maintained
5. Should the Municipality agree to future land development on the MPA lakes, additional discussions are required.

**Proposed: WAIVER AGREEMENT with MPA and each MPA member currently using shore dockers. :**

1. The Magnetawan Pioneer Association will create a **Waiver Agreement** to be signed by the Magnetawan Pioneer Association Members currently using shore line dockers.

This **Waiver Agreement** will include:

- a.) The roles and responsibilities of MPA Members
  - i.) MPA members will maintain their shore line dockers and ensure the upkeep of the equipment
  - ii.) Site free from boxes, debris, garbage
- b.) Each member will sign a **Waiver Agreement** with MPA outlining:
  - i.) Whereas, the MPA member participant entered into a volunteer agreement with MPA in connection with the use of the shore line to store their boat while not in use.
  - ii.) Whereas, the MPA member participant understands and acknowledges that their participation is voluntary and that there are associated risks that he willfully and voluntarily assumes.
  - iii.) In consideration of the mutual promises and covenants in this **Waiver Agreement** of which the receipt and sufficiency are hereby acknowledged, the parties further agree to the terms as follows.

**TERMS AND CONDITIONS of the MPA Waiver Agreement:**

1. Assumption of risk. The Participant acknowledges that his involvement in the use of the shore line carries with it significant risk, including but not limited to property or personal injury. The Participant agrees to release and discharge MPA from any and all claims of loss and damage arising out of the participation in the use of this shoreline.
2. Right to Cancel: MPA has the right to cancel the Waiver Agreement with any member at any time there is substantial proof that the MPA member poses a risk to him/herself or to anyone else.

3. **Governing Laws:** This Waiver Agreement shall be interpreted in accordance with the laws of the Municipality, Province and Federal where they have jurisdiction.

Both the Land Use Agreement (between MPA and Municipality of Whitestone) and the Waiver Agreement between the MPA and its members will be reviewed by our legal professional.