



**Agenda of Regular Council Meeting
Tuesday, December 12, 2023**

Dunchurch Community Centre

and

Join Zoom Meeting **(Video)**

<https://us02web.zoom.us/j/83940316605>

(Phone Call Only)

Dial [+1 647 558 0588](tel:+16475580588) then Enter Meeting ID: 839 4031 6605#

*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.*

1. Call to Order and Roll Call

4:00 p.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 Gary Merritt

- Group Application to Purchase and Close Shore Road Allowance

- 4.2 Jim Davies, Magnatewan Pioneer Association
- Bolger Landing and Shore Road Allowance

Matters Arising from Presentations and Delegations

Move into Committee of the Whole ®

5. Committee of the Whole

5.1 Planning Matters

- 5.1.1 Consent Application B45/2021(W) – BUZCZYNSKI ®
- Memorandum from Paula Macri, Planning Assistant dated December 4, 2023, Status of Conditions of Approval
- 5.1.2 Application for the Passing of a Deeming By-Law – MERRITT (Lot 5, Plan 42M628, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound ®)
- Memorandum from Paula Macri, Planning Assistant dated December 4, 2023

Reconvene into Regular Meeting ®

Matters Arising from Committee of the Whole ®

Move into Public Meeting ®

6. Public Meeting

- 6.1 BUCZYNSKI, Lois and James - Proposed Zoning By-law amendment is to rezone Parts 3 and 5 on Plan 42R-22302 from the Rural (RU) Zone to the Rural Residential (RR) Exception Zone; and Parts 4 and 6 on Plan 42R-2232 from the Rural (RU) Zone to the Rural Residential (RR) Zone.
- 6.1.1 Report from John Jackson, Planner dated November 1, 2023
- 6.2 Procedural By-law
- 6.2.1 Memorandum from Michelle Hendry, CAO/Clerk - Procedural By-law
- 6.2.2 Procedural By-law as updated from the November 7, 2023 Regular Council meeting

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 November 21, 2023
- 7.1.2 Maple Island Thrift Shop Committee Meeting Minutes of November 22, 2023

- 7.1.3 Recreation Committee Meeting Minutes of September 28, 2023
- 7.1.4 Recreation Committee Meeting Minutes of October 26, 2023
- 7.1.5 Cemetery Board Meeting Minutes of November 15, 2023

7.2 Unfinished Business (listed on page 5)

Matters Arising from Consent Agenda

- 7.1.2 2023 Maple Island Thrift Shop Committee annual donations ®

8. Accounts Payable

- 8.1 Accounts Payable ®

9. Staff Reports

- 9.1 Report ADMIN-2023-14
Integrity Commissioner Services ®
- 9.2 Report ADMIN-2023-15
Fees and Charges ®
- 9.3 Report ADMIN-2023-16
Emergency Management and update of the Emergency Management Response Plan ®

10. By-laws

- 10.1 Memorandum from Bob Whitman, Fire Chief

By-law No. 72-2023, being a By-law to authorize an agreement between the Corporation of the Municipality of Whitestone and Ornge, which sets out the terms and conditions of the use, operation and maintenance of the Helipad, surrounding area and easement, and to repeal By-Law 09-2020. ®

- 10.2 Memorandum from Maneesh Kulal, Treasurer

By-law No. 74-2023, being a By-law to authorize an agreement between His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities and the Corporation of the Municipality of Whitestone in respect of the Active Transportation Fund and a contribution for the Dunchurch accessible sidewalk. ®

- 10.3 By-law No. 75-2023, being a By-law to enter into an Agreement for Conditions of Approval of Consent B045/2021(W) - BUZCYNSKI ®
- 10.4 By-law No. 76-2023, being a By-law to deem Lot 5, Plan 42M-628 not to be part of a Plan of Subdivision under Section 50(4) of The *Planning Act* - MERRITT ®
- 10.5 By-law No. 77-2023, being a By-law for a Zoning By-law amendment to rezone Parts 3 and 5 on Plan 42R-22302 from the Rural (RU) Zone to the Rural Residential (RR) Exception Zone; and Parts 4 and 6 on Plan 42R-2232 from the Rural (RU) Zone to the Rural Residential (RR) - BUZCYNSKI ®

- 10.6 Memorandum from Michelle Hendry, CAO/Clerk
By-law No. 78-2023, being a By-law to authorize an agreement between MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC) and the Corporation of the Municipality of Whitestone in respect of the provision of Professional Land Use Planning Services ®
- 10.7 By-law No. 79-2023, being a By-law to adopt an Emergency Response Plan for the Municipality of Whitestone and to repeal By-law No. 56-2021 ®
- 10.8 By-law No. 80-2023, being a By-law to establish protocols governing the the proceedings of Council, Committee and Boards of the Corporation of the Municipality of Whitestone, to be known as the 'Procedural By-law' and to repeal By-law No. 02-2002, By-law No. 34-2004, By-law No. 84-2007, By-law No. 40-2012, By-law No. 44-2020 and By-law No. 50-2023 ®

11. Business Matters

- 11.1 Community Safety and Wellbeing Plan ®
 - 11.1.1 Background Information – Report dated November 15, 2023 from Gord Harrison, Carling Township Fire Chief
 - 11.1.2 Link to Community Safety and Wellbeing Plan and Appendices on Municipal Website:
[Municipality of Whitestone - Community Safety and Well Being Plan](#)
- 11.2 ROMA Conference – Additional attendee (CAO/Clerk) ®
- 11.3 Ontario Good Roads Association – 2024 Annual Conference ®
- 11.4 Crime Stoppers – declaration of January, 2024 as Crime Stoppers month ®

12. Correspondence ®

Matters Arising from Correspondence

13. Councillor Items

14. Questions from the Public

15. Confirming By-law ®

16. Adjournment ®

Unfinished Business

DATE	ITEM AND DESCRIPTION	ASSIGNED TO	STATUS
March 15, 2021	Review of By-law 20-2014 (being a By-law for the licensing, regulating/governing of rental units in Whitestone)	Staff	A revised By-law for the licensing, regulating / governing of rental units and protocol is in process. A Public Consultation meeting to be scheduled in early 2024
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	Animal and Bird Control DRAFT By-law – presented to Council THAT 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 meeting at a future date Councillor Woods is contacting former Committee members for input.
March 21, 2023	Audio-Visual upgrades at the Dunchurch Community Centre THAT the Municipality engage an Audio/Visual consultant to produce a specification for purposes of tendering for the required equipment and installation to complete the Community Centre Audio/Visual system	TBD	RFP Released November 1, 2023
June 6, 2023	By-law development – Lake access points 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	Staff	Timing to be determined subject to other 2023 priorities

	Parking By-law and the draft Animal and Bird By-law.		Remainder of the By-laws in progress
July 18, 2023	<p>Farley's Rd 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.</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	In progress
September 19, 2023	DRAFT Multi-Year Accessibility Plan 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.	Staff	Posted on Social Media Public input in progress
November 7, 2023	Presentation from Azimuth Environmental re Whitestone Landfill Sites- Council requested for more information in regard to usage space, timing and cost to convert York St. Landfill to a Transfer Station	Staff / Azimuth Environmental	Q2 2024
November 9, 2023	WPS Recreation and Cultural Centre Agreement THAT the Municipality of Whitestone requests that representatives from both the Steering Committee and the Joint Services Board meet with the Municipality of Whitestone CAO and Councillor Lamb for further discussions on the matter (<i>in respect of the BDO report</i>)	Hendry / Lamb	Timing of meeting to be determined

END

Correspondence

(listed in the order they were received by the Clerks Department)

- A. Town of Gore Bay resolution, request to the Government of Canada to increase the amount of tax credits for volunteer firefighting and search and rescue volunteer services
- B. Landscape Ontario Horticultural Trades Association, Invitation to Communities in Bloom, 2024
- C. Paul Kozak, request for webcam at Whitestone Lake
- D. Township of the Archipelago, West Parry Sound Economic Development Collaborative Support
- E. Town of Parry Sound, West Parry Sound Economic Development Collaborative Support
- F. Township of the Archipelago, Township of McKellar's Request to be Released from the West Parry Sound Recreation & Cultural Centre Agreement
- G. Town of Parry Sound resolution, Request Education Minister to Not Close Rural Schools
- H. Township of Carling, West Parry Sound Recreation & Cultural design
- I. Lorimer Lake Association, Aquatic Environmental Report for 2023
- J. North Bay Parry Sound District Health Unit, Modernizing Alcohol Marketplace and Product Sales
- K. Township of McKellar, West Parry Sound Economic Development Collaborative
- L. Township of Seguin, West Parry Sound Economic Development Collaborative

PRESENTATIONS AND DELEGATIONS

Council Meeting on December 12, 2023

From: Gary Merritt

To: Mayor Comrie & the Whitestone Councillors

Introduction:

My presentation involves our shoreline road access purchases on Lake Wah Wash Kesh. My plan is to demonstrate that these shoreline road access purchases can be safely approved since the council will not be selling any fish habitat with these sales. This means the motion to request that a marine biologist examine the fish habitat can be safely withdrawn.

Background:

The council initially passed a resolution to approve our joint shore road allowance purchase on Lake Wah Wash Kesh. This joint purchase involved Gary Merritt, Marilyn Pottinger, Lisa Rice and Drew Burrell.

The council also passed a resolution to approve the purchase of the shore road allowance, for lot # 6 on Lake Wah Wash Kes, for Colleen Van Berkel.

Then some of the councillors questioned if they might be selling fish habitat as part of these shore road allowance purchases. They asked for more details about the fish habitat to be prepared for the next council meeting.

For the group application a resolution # 2023 - 445 was passed requesting a marine biologist be brought in to examine the fish habitat before the shore road allowance sales could be completed.

For the Van Berkel application a resolution # 2023 - 444 was passed requesting a marine biologist be brought in to examine the fish habitat before the shore road allowance sales could be completed.

Goal of Presentation:

To demonstrate that the shoreline along the shore road allowance land to be purchased is not fish habitat.

Presentation Summary:

Part A: First I want to present some background information to the preparation of the fish habitat map used at the earlier council meetings.

Part B: Second I want to show, using a picture, that the type of fish habitat in question is the grassy shoreline next to our shoreline road allowance purchases.

Part C: Finally I want to show, using pictures, that next to the fish habitats the shoreline is granite rock.

This will demonstrate that the granite rock shoreline next to the fish habitats, in each case, is the part being purchased as our shore road allowance purchases.

Conclusion:

We all hope that the Whitestone Council will take this presentation under advisement and realize, with this new information, they can safely approve these shore road allowance purchases without a study being done by a marine biologist.

Yours Respectfully,
Gary Merritt

Part A: Details about fish habitat map

John Jackson sent me an email describing how the fish habitat map was made. The email is below:

*"Gary
John here. Patrick is away until Wednesday.*

I was at the council meeting where the shore road allowance was discussed.

I tried to indicate that the fish habitat data is not so precise that it can be said to be exact.

I indicated that one can use air photos to better define the presents of critical habitat.

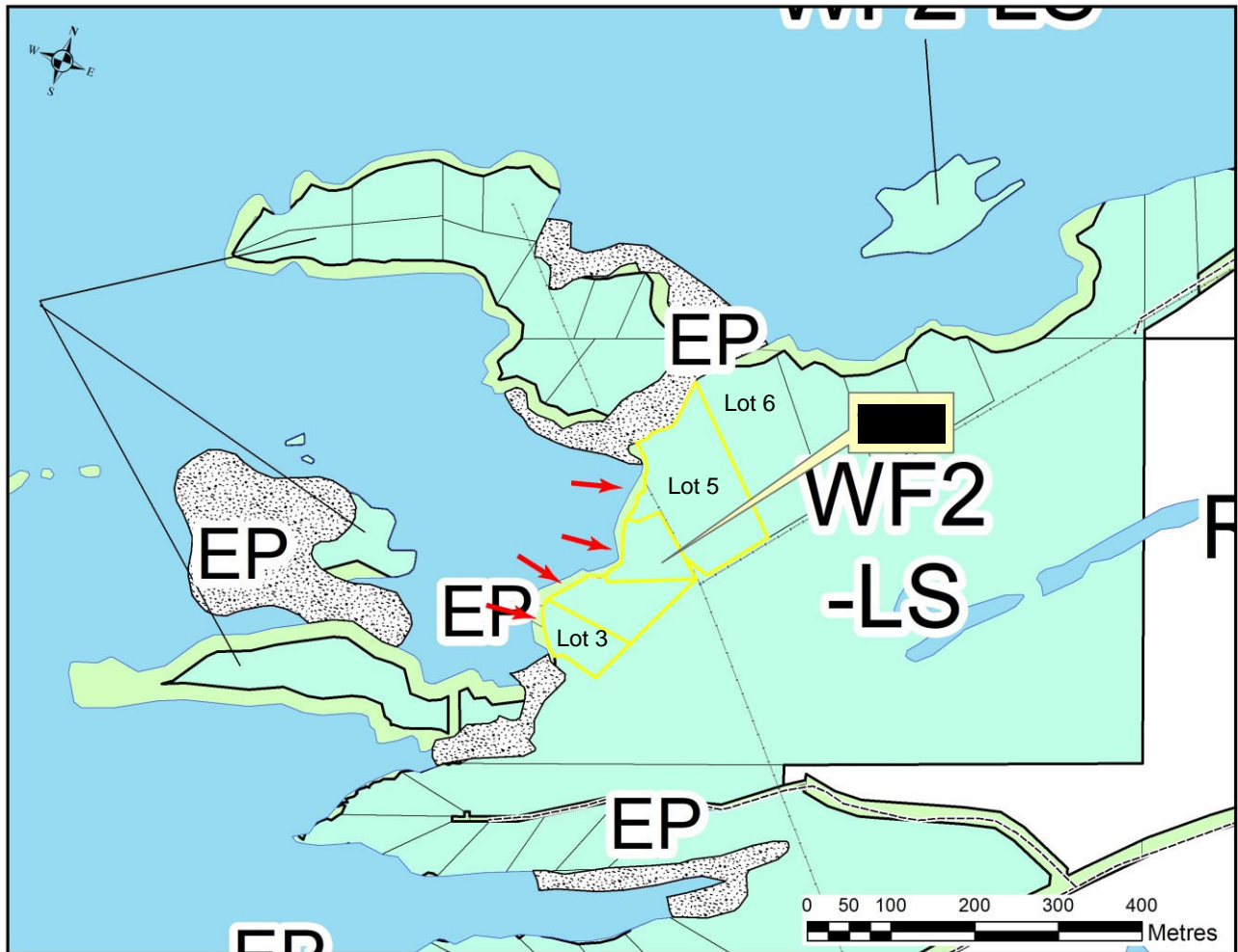
The extent of the fish habitat is derived from 1993 video from an aircraft and the appearance of emergent or submergent vegetation together with some other qualities were place as polygons on the base mapping. These polygons were laid over the municipality's zoning maps and placed in an Environmentally Sensitive zone without ever being ground proofed.

In any event, council decided that the habitat mapping needed to be checked by a qualified consultant since they do not sell road allowance Type One Habitat.

Let me know if I can be of further assistance.

John J.
Parry Sound Area Planning Board
1 Mall Drive, Unit 2
Parry Sound, ON
P2A 3A9
Tel: 705-746-5216"

Below is the fish habitat map around Block 10 and next to Lot # 3. Notice the hook ends of the “fish habitat” on Merritt’s lot # 5 and Van Berkel’s lot # 6. Also notice how the fish habitat map only “touches” Burrell’s lot # 3.

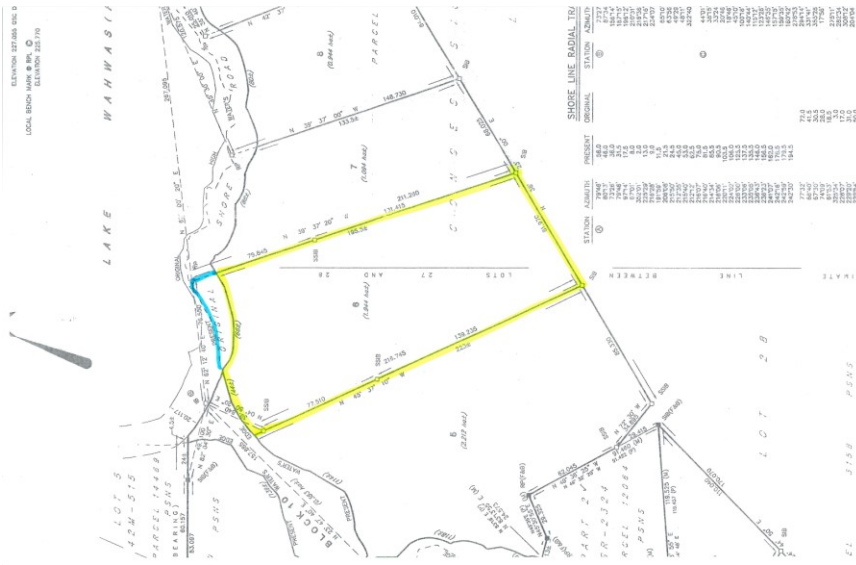


ii) Lot # 6 Van Berkel

The shoreline being purchased is granite rock shoreline starting where the grassy shoreline ends.

The first survey map showing VanBerkel's shoreline she is purchasing (in blue) and then pictures of the shoreline she is purchasing.

Past that the grass fish habitat the pictures show her granite rock shoreline.



Picture 1

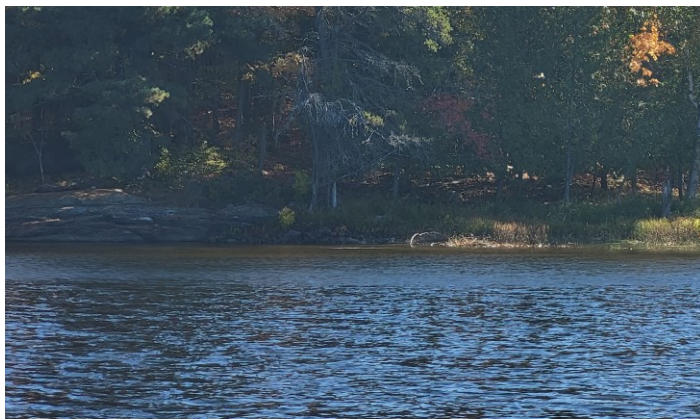




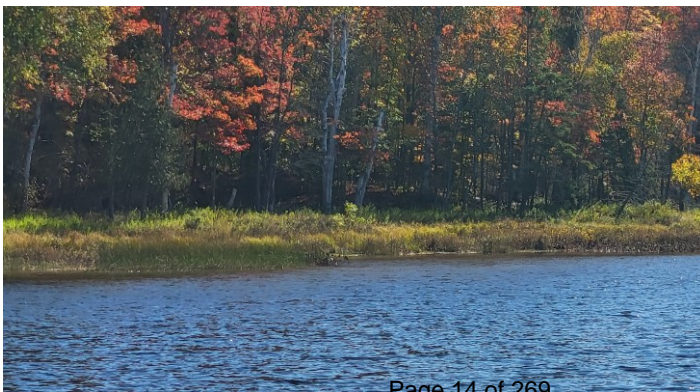
Picture 2



Picture 3



Picture 4



Picture 5

iii) Lot # 3 - Burrell

The earlier fish habitat map shows the lot # 4 shoreline that Burrell is purchasing. The shoreline he is purchasing is all granite rock shoreline next to the fish habitat. The pictures below show his granite rock shoreline next to the fish habitat.



Picture 1



Picture 2



Picture 3



Picture 4



Picture 5



Picture 6

THE CORPORATION OF THE
MUNICIPALITY OF WHITESTONE



- RESOLUTION -

Date: September 19, 2023

Resolution Number: 2023- 445

Moved by:

Seconded by:

Mayor George Comrie
Councillor Janice Bray
Councillor Joe Lamb
Councillor Scott Nash
Councillor Brian Woods

Mayor George Comrie
 Councillor Janice Bray
 Councillor Joe Lamb
 Councillor Scott Nash
 Councillor Brian Woods

5.1.3 Application to Purchase and Close Shore Road Allowance,
BURRELL/RICE/POTTINGER/MERRITT

^{SLC}
~~THAT~~ the Council of the Municipality of Whitestone receive for
information the Memorandum from Paula Macri, Planning Assistant dated
September 13, 2023.

AND THAT The applicants undertake a fish
habitat assessment by a qualified biologist
to determine the boundaries to be closed up
and sold. SLC

Carried: Defeated: Deferred: Withdrawn:

George Comrie

Mayor, George Comrie

Recorded Vote: requested _____

	YEAS	NAYS	ABSTAIN
Councillor, Janice Bray	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councillor, Joe Lamb	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councillor, Scott Nash	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councillor, Brian Woods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor, George Comrie	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**THE CORPORATION OF THE
MUNICIPALITY OF WHITESTONE**



- RESOLUTION -

Date: September 19, 2023

Resolution Number: 2023- 444

Moved by:

Seconded by:

Mayor George Comrie
Councillor Janice Bray
Councillor Joe Lamb
Councillor Scott Nash
Councillor Brian Woods

Mayor George Comrie
 Councillor Janice Bray
 Councillor Joe Lamb
 Councillor Scott Nash
 Councillor Brian Woods

- 5.1.2 Application to Purchase and Close Shore Road Allowance, VAN BERKEL
 • Memorandum from John Jackson, Planner dated August 22, 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 Colleen and Lambertus Van Berkel for the closing and acquisition of the shore road allowance fronting Part of Lot 26, Concession 5 in the geographic Township of McKenzie;

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

GRC

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 Part of Lot 26, Concession 5 in the geographic Township of McKenzie, as applied for by Colleen and Lambertus Van Berkel and subject to:

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

(2) The applicants undertaking a fish habitat assessment by a qualified biologist. GRC

Carried: ___ Defeated: ___ Deferred: ___ Withdrawn: ___

GRC

Mayor, George Comrie

Recorded Vote: requested

	YEAS	NAYS	ABSTAIN
Councillor, Janice Bray	<input checked="" type="checkbox"/>	_____	_____
Councillor, Joe Lamb	<input checked="" type="checkbox"/>	_____	_____
Councillor, Scott Nash	<input checked="" type="checkbox"/>	_____	_____
Councillor, Brian Woods	<input checked="" type="checkbox"/>	_____	_____
Mayor, George Comrie	<input checked="" type="checkbox"/>	_____	_____



Memorandum

To: Mayor and Council
From: Paula Macri, Planning Assistant
Date: September 13, 2023
Re: Purchase of Shore Road Allowance – Group Application
BURRELL/RICE/POTTINGER/MERRITT

This memorandum is a follow-up to Councillor Scott Nash's two questions from the September 5, 2023, Council meeting regarding:

1. Type 1 Fish Habitat surrounding the shore road allowances

Question: “Is there Critical Fish Habitat adjacent to the Shore Road Allowance being sold?”

Answer: No

- a. Attached is a copy of Plan 42R-22220, which displays the Type 1 Fish Habitat overlay on the plan; and
 - b. Attached are enlarged copies of Part 8 (Burrell) and Part 11 (Merritt) displaying the Type 1 Fish Habitat.
2. In regards to the OP, Section 9.08.2 states “that part of the shore road allowance below the controlled high water mark will be retained by the Municipality”.

Question: “Is it controlled by the highwater mark of 229.57? What is the elevation we are using to sell?”

Answer: A high water of 223.479 was referenced on M-628 (deposited on June 7, 2000). The elevation being used for the purposes of the sale of the SRA is 224.36 as shown on 42R-22220 (deposited on June 20, 2023). These elevations were determined by the Ontario Land Surveyor (OLS) at the time the surveys were being conducted.

It has been the protocol of Council to use the highwater elevation noted at the time the most recent survey was conducted, as the indicator of the component of the SRA being sold. Any lands that are flooded are not part of the SRA to be sold.

The ‘highwater mark’ and the ‘regulatory flood elevation’ are defined differently.

Reference to the “regulatory flood elevation being 229.57”, Section 17.10.5 of the Official Plan states that “the openings of any habitable buildings must be above the theoretical flood elevation as set out in Official Plan, section 12.05.1. Foundations, footings and non-habitable structures should be adequately designed to recognize the potential for flooding at elevations lower than the flood elevation. “

The theoretical flood elevation as stated in Section 12.05.1 of the Official Plan, “The regulatory flood elevation (flood plain) for Wahwashkesh Lake, based on the 1:100 year flood, is established at 229.57 metres above Canadian Geodetic Datum (229.14 metres, still water conditions, plus 0.43 for wind set-up and wave run-up).”

ATTACHMENTS:

Attachment 1 - Type 1 Fish Habitat overlay

Attachment 2 - Type 1 Fish Habitat concerning Part 8 and Part 11

Attachment 3 - Memorandum from Paula Macri, Planning Assistant, September 5, 2023

PLAN OF SURVEY OF
PART OF THE ORIGINAL SHORE ROAD ALLOWANCE
IN FRONT OF LOT 28, CONCESSION 5
GEOGRAPHIC TOWNSHIP OF MCKENZIE

NOW IN THE
MUNICIPALITY OF WHITESTONE
DISTRICT OF PARRY SOUND

SCALE 1" = 500'
0 1 5 10 25 50 METRES

C. D. BUNKER, O.L.S.
2022

THIS PLAN AND THE CONTOUR LINES THEREON ARE REFERRED TO AS "THIS PLAN".
THE AUTHOR ASSUMES NO LIABILITY FOR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY
WHICH MAY BE CAUSED BY THE USE OF THIS PLAN OR THE INFORMATION CONTAINED THEREIN.
THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND THE ADJACENT
LANDS AND HAS FOUND THAT THE INFORMATION CONTAINED IN THIS PLAN IS TRUE AND
CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.
NOTE: FOR BEARING COMPARISONS A SYSTEM OF 6300'S COORDINATES WAS
APPLIED TO THIS PLAN TO CORRECT TO 41945-5000'S.

ALL DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES
AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING
BY THE AVERAGE COMBINED SCALE FACTOR OF 0.999536

ELEVATIONS REPORTED HEREON ARE REFERRED TO THE
GEOIDIC DATUM CGVD28 (CANADIAN GEODETIC VERTICAL DATUM 1928)
FRAMEWORK, AND ARE DERIVED FROM CROSS OBSERVATIONS, AND
CONFIRMED AGAINST CONTROL MONUMENT B19808184.

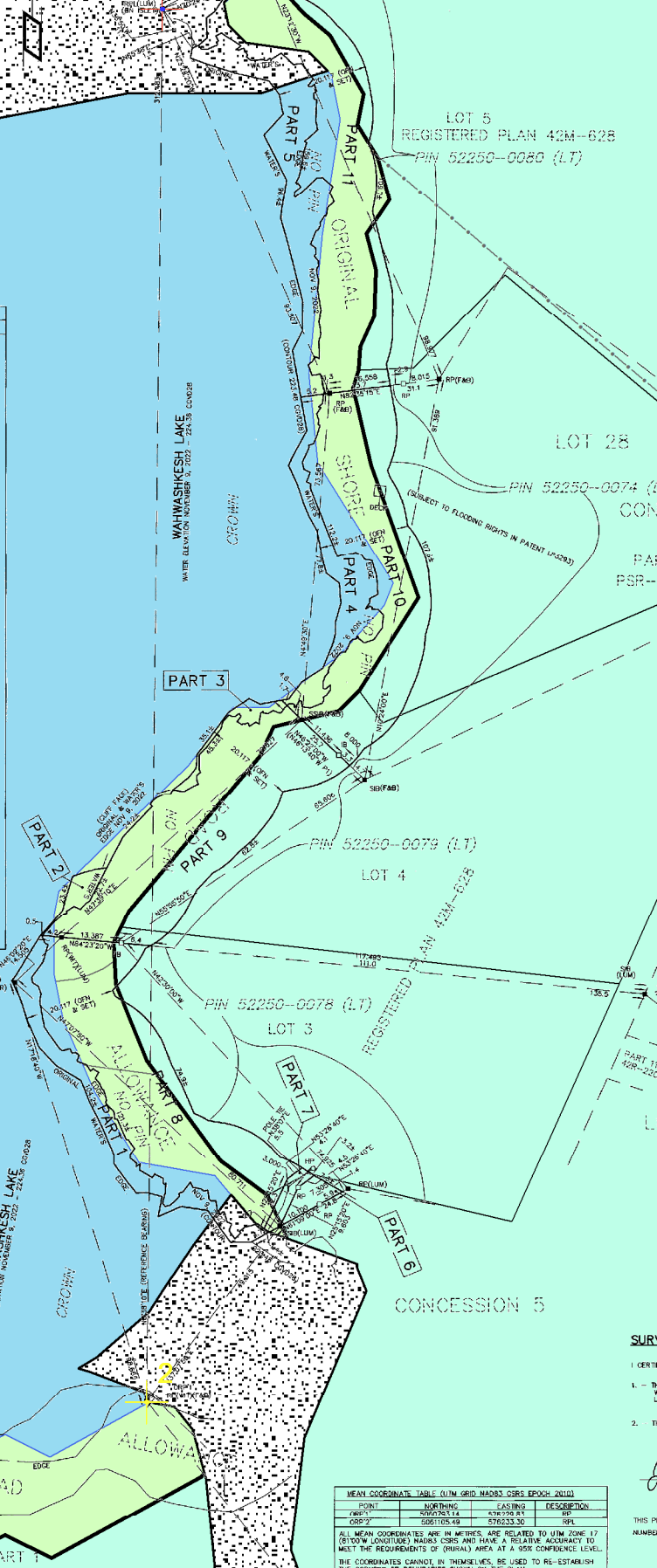
WAH WASHKESH LAKE

THE LIMIT DENOTED HEREON AS ORIGINAL WATER'S EDGE
OF WAH WASHKESH LAKE IS THE BEST AVAILABLE EVIDENCE OF
THE ORIGINAL WATER'S EDGE EXISTING AT THE TIME OF THE
ORIGINAL SURVEY OF THE TOWNSHIP OF MCKENZIE.

WATER TABLE

Table with 4 columns: AZIMUTH, DISTANCE, AZIMUTH, DISTANCE. It lists radial bearings to the water's edge from station 60.

LEGEND
SIB DENOTES STANDARD IRON BARR (0.025m X 0.025m X 1.2m)
SIB DENOTES SHORT STANDARD IRON BARR (0.025m X 0.025m X 0.6m)
IR DENOTES IRON BARR (0.016m X 0.016m X 0.6m)
SFR DENOTES ROCK POST
SFR DENOTES ROCK FLAG
SFR DENOTES REGISTERED PLAN 42M-828
SFR DENOTES YOUNG SURVEY MONUMENT
SFR DENOTES PLANTED SURVEY MONUMENT
SFR DENOTES MONUMENT 222
SFR DENOTES HETZMAURICE & BOYER
SFR DENOTES L.L. MANIPAL COMPANY LIMITED
SFR DENOTES CANADIAN GEODETIC VERTICAL DATUM 1928
CONV28 DENOTES ORIGINAL FIELD NOTES FOR THE SURVEY OF
THE TOWNSHIP OF MCKENZIE



RECEIVED AND DEPOSITED
DATED: June 20, 2023
C. D. BUNKER
REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND
TITLES DIVISION OF PARRY SOUND (L.S.)
I REQUIRE THIS PLAN TO BE DEPOSITED UNDER
THE LAND TITLES ACT
DATED: June 2, 2023
C. D. BUNKER
C. D. BUNKER

SCHEDULE
Table with 5 columns: PART, LOT, CONCESSION, PIN, AREA. Lists lots 1-11 with their respective areas and concession numbers.

WATER TABLE
Table with 4 columns: AZIMUTH, DISTANCE, AZIMUTH, DISTANCE. It lists radial bearings to the original water's edge from station 60.

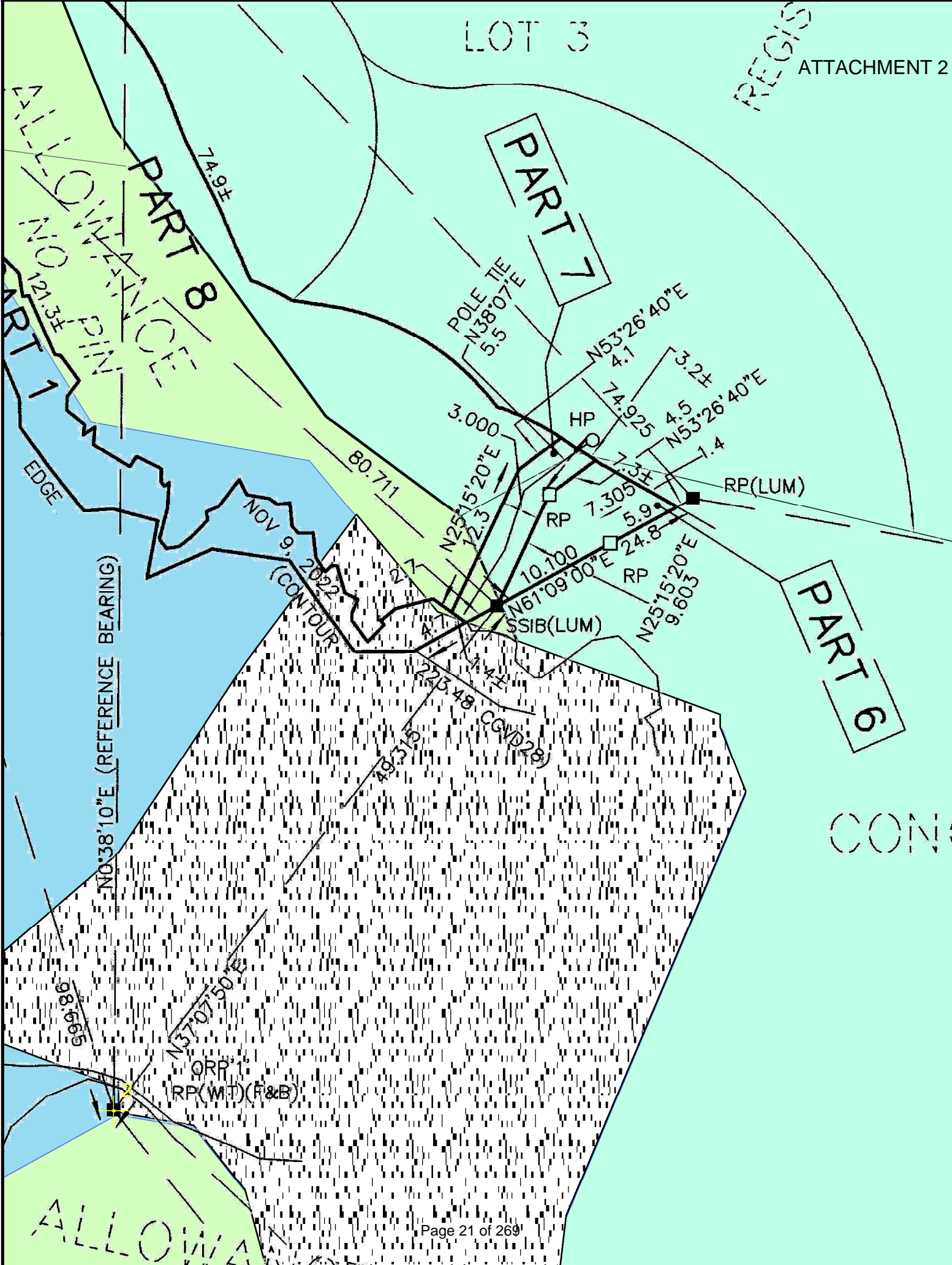
MEAN COORDINATE TABLE (U.T.M. GRID, NAD83, EPSG:31470)
Table with 4 columns: POINT, EASTING, NORTHING, DESCRIPTION. Lists points 1-11 with their coordinates.

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 REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 9TH DAY OF NOVEMBER, 2022.
DATED: June 2, 2023
C. D. BUNKER
ONTARIO LAND SURVEYOR
THIS PLAN OF SURVEY RELATES TO AOLS PLAN SURVEY NUMBER Y-20123.
T. A. BUNKER SURVEYING LTD.
150 JOHN ST. N., GRAVENHURST, ONTARIO, P. O. BOX 1000, PIP 1V1
705-887-5083
www.BunkerSurveying.co

LOT 3

REGIS

ATTACHMENT 2

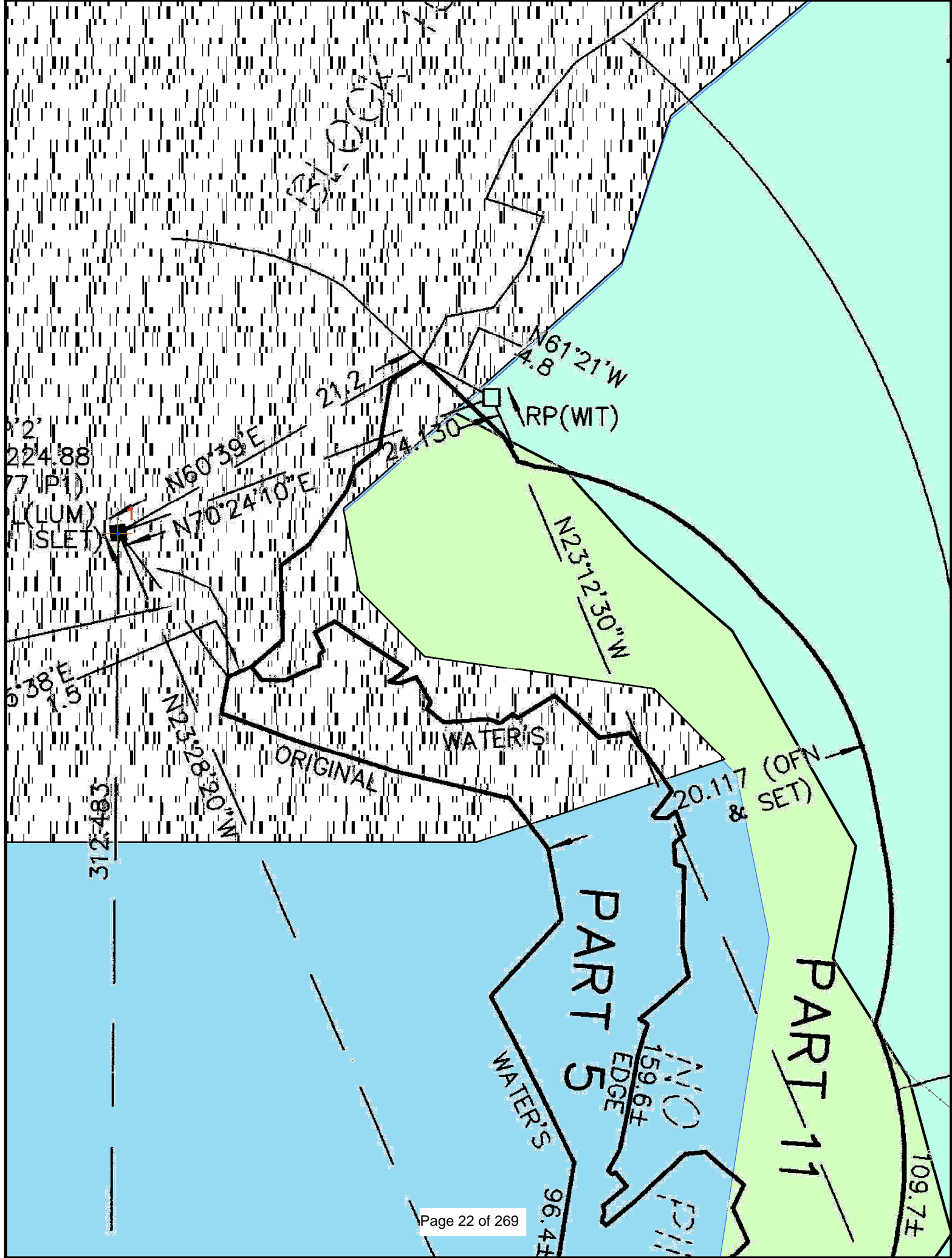


N0°38'10"E (REFERENCE BEARING)

PART 8

PART 7

PART 9





Memorandum

To: Mayor and Council

From: Paula Macri, Planning Assistant

Date: September 5, 2023

Re: Purchase of Shore Road Allowance – Group Application

Background:

On or about October 22, 2021, the Municipality received a Group Application from MERRIT, Gary, POTTINGER, Marilyn, RICE, Lisa Jane and BURRELL, Drew in regards to purchasing Shore Road Allowances.

At the Council meeting of January 17, 2022, the following resolution was passed:

Resolution No. 2022-05

Moved by: Councillor Joe Lamb

Seconded by: Councillor Joe McEwen

5.1 Group Application to Close and Convey a Shore Road Allowance

WHEREAS an application has been submitted by Gary Merritt for the closing and acquisition of the shore road allowance fronting Lot 5, Plan M-628, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound;

AND WHEREAS an application has been submitted by Marilyn Pottinger for the closing and acquisition of the shore road allowance fronting Part 2, PSR-2324, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound;

AND WHEREAS an application has been submitted by Lisa Jane Rice for the closing and acquisition of the shore road allowance fronting Lot 4, Plan M-628, geographic Township of McKenzie, now Municipality of Whitestone, District of Parry Sound;

AND WHEREAS an application has been submitted by Drew Burrell for the closing and acquisition of the shore road allowance fronting Lot 3, Plan M-628, 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:	YEAS	NAYS	ABSTAIN
Councillor, Beth Gorham-Matthews	X		
Councillor, Joe Lamb	X		
Councillor, Joe McEwen	X		
Councillor, Brian Woods	X		
Mayor, George Comrie	X		

Carried

February 4, 2022

Letter sent to Ben Prichard, lawyer advising that Resolution No. 2022-05 was passed by Council and enclosing the application and relevant material for processing.

June 20, 2023

The Municipality received a copy of the deposited Reference Plan No. 42R-22220.

July 19, 2023

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 July 25, 2023. The notice was also published in the Parry Sound North Star on July 27, 2023.

September 5, 2023

The By-law to close and stop up those parts of the original shore road allowance was placed on the September 5, 2023 Council Agenda.

September, 2023
Paula Macri, Planning Assistant

Attachment 1

Report from John Jackson, Planner dated December 29, 2021



Planner, Inc.

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

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

REPORT TO COUNCIL

APPLICATION TO STOP UP AND SELL SHORE ROAD ALLOWANCE

PART OF LOT 28, CONCESSION 5

Geographic Township of McKenzie

28207 Lake Wahwashkesh (Burrell)

28237 Lake Wahwashkesh (Rice)

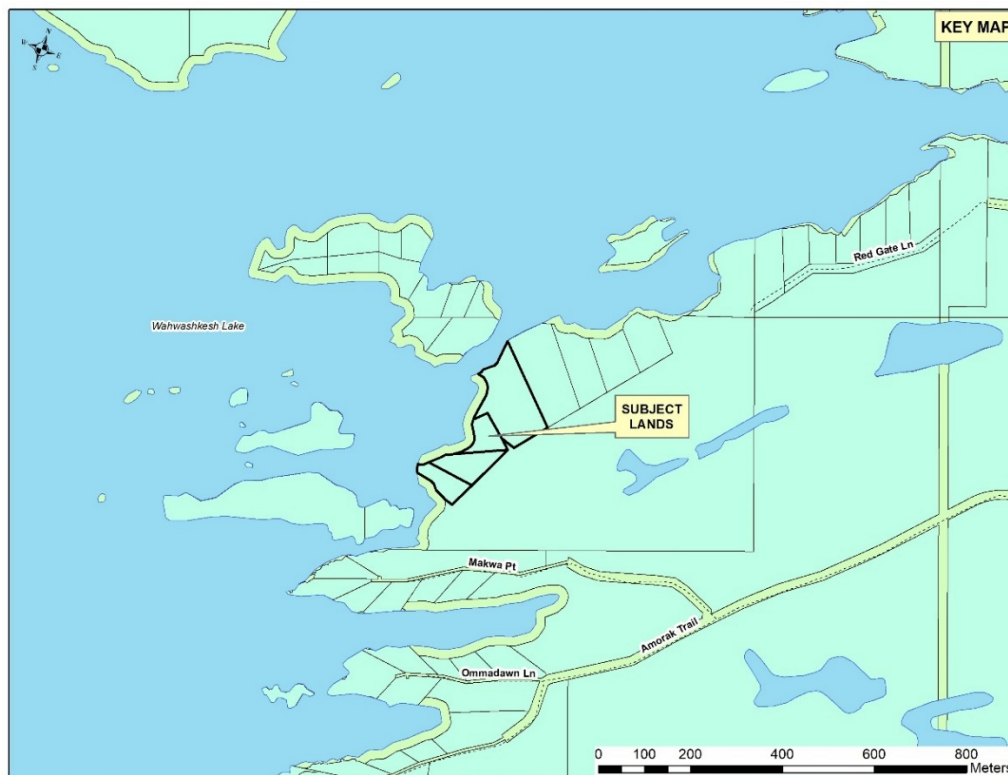
28277 Lake Wahwashkesh (Pottinger)

28307 Lake Wahwashkesh (Merritt)

December 29, 2021

BACKGROUND

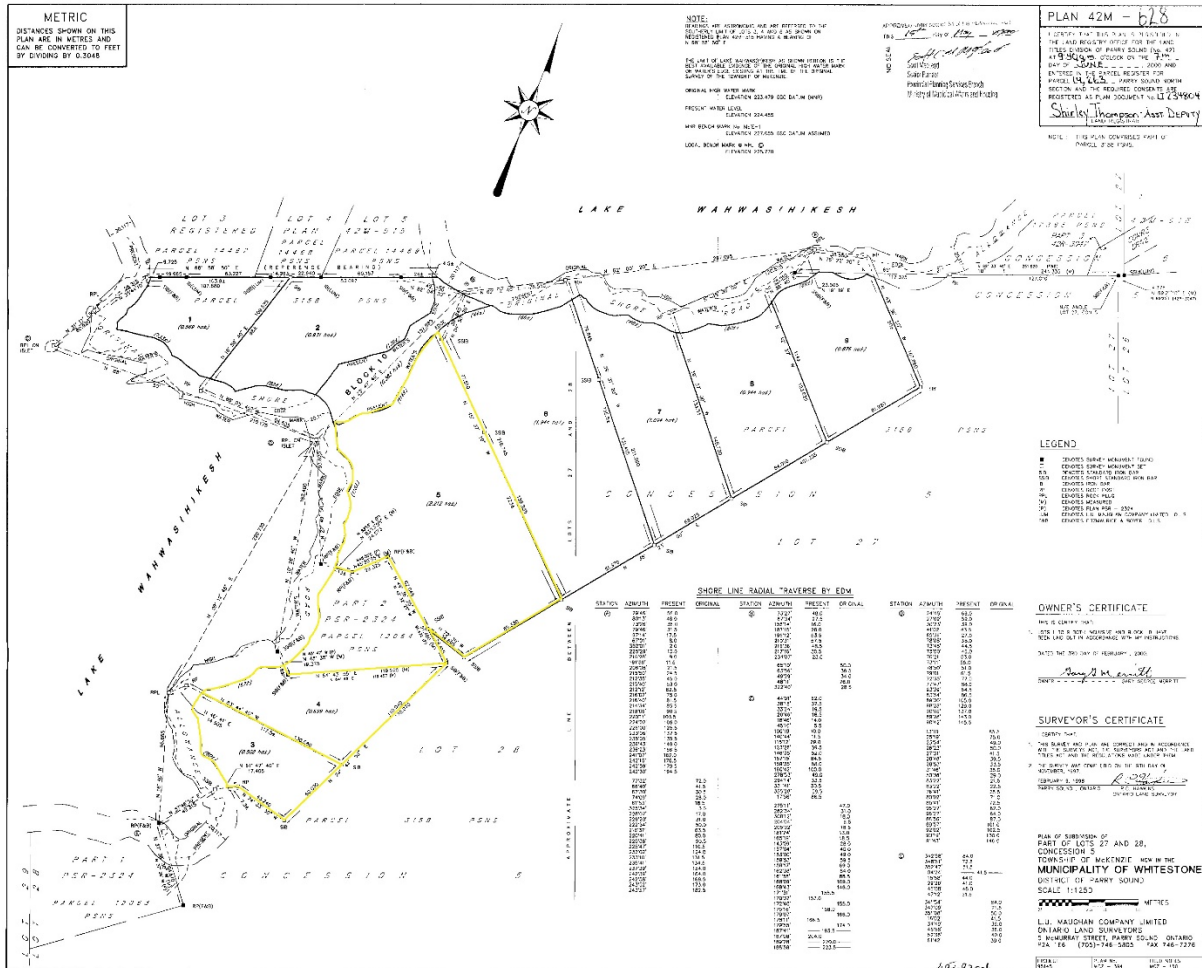
Four adjoining property owners on Lake Wahwashkesh have applied as a group to close their shore road allowances and have them attached to their respective properties.



The applicants include:

NAME	P.I.N #	CIVIC ADDRESS	PROPERTY DESCRIPTION
Drew Burrell	52250-0078	28207 Lake Wahwashkesh	Lot 3, M628
Lisa Rice	52250-0079	28237 Lake Wahwashkesh	Lot 4, M628
Marilyn Pottinger	52250-0074	28277 Lake Wahwashkesh	Part 2, PSR-2324
Gary/Pamela Merritt	52250-0080	28307 Lake Wahwashkesh	Lot 5, M628

A copy of the surveys are attached below to illustrate the lands in more detail.



OFFICIAL PLAN POLICY

The Municipality of Whitestone has a policy that supports the stopping up of shore road allowances and conveying the land to the adjacent lot owners under a number of circumstances.

Section 9.08 states:

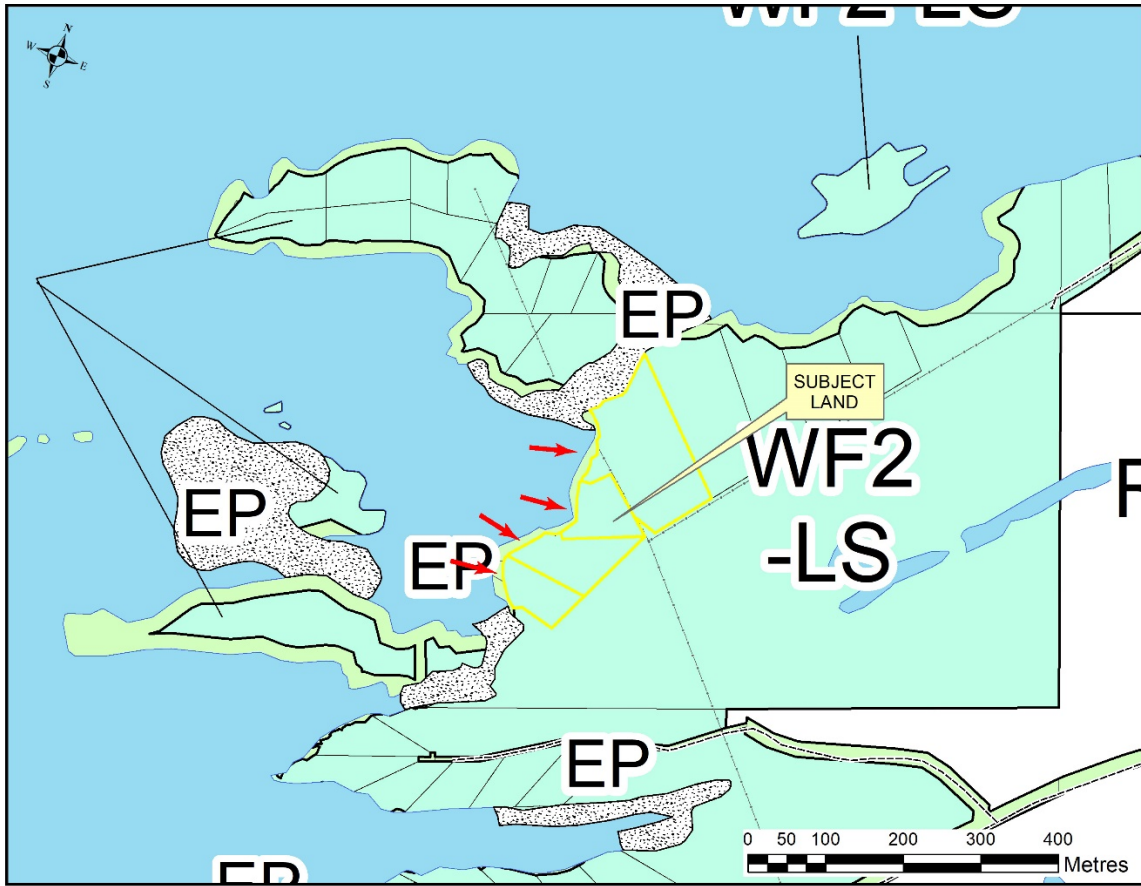
9.08 Shore Road Allowances

- 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 above surveys indicate that part of the shore road allowance is above the controlled highwater mark.

The zoning by-law identifies the areas of Type 1 Fish Habitat that are generally not conveyed to adjoining property owners.

The most northerly lot (Merritt) received the preliminary consent from MNR stating that they have no objection to the closing of the shore road allowance.



The aerial imagery confirms that the shoreline of the applicant's land are free from critical fish habitat.



CONCLUSION/RECOMMENDATION

The Council of the Municipality of Whitestone approves in principle, the closure and acquisition of the shore road allowance as applied for by Burrell, Rice, Pottinger and Merritt and subject to:

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

Regards,



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

JJ : jc



Magnatawan Pioneer Association & The Municipality of Whitestone

Delegation December 12th, 2023

The Magnatawan Pioneer Association would like to continue working in harmony with the Municipality and it is our intention to be helpful in establishing a suitable solution to for Bolger Shoreline Parking.

The MPA is reviewing the option of a land lease for the cottager's boat parking along the landing shoreline

Considerations

1. The Bolger community is mainly made up of elderly cottage owners.
2. The Bolger community wants to ensure a best practices solution.
3. “Liability exposure” for the Municipality and the MPA
4. The MPA wants to work with the Municipality and find a solution suitable to Whitestone whilst maintaining the limited use of Shore Dockers and no shoreline docks ensuring safe boat parking on an unfriendly shoreline.
5. The MPA is considering the option of a land lease to address the uniqueness of the Bolger boat parking situation with consideration to a common Whitestone policy for all community landings.
6. Municipality of Whitestone has 99.9% of property owners in Bolger, with water access only.
7. There are unique needs at Bolger. No other lake in the Municipality of Whitestone has no roads to access property.
8. A lease option will put the onus on the MPA to manage boat parking along the leased land

Long-term Sustainable Future

The MPA would like to propose a solution through dialog and implement the best practices possible for all considered. We are hopeful with the below elements in mind, a solution will be agreeable prior to the 2024 summer season.

1. A solution that includes options to maintain safety.
2. A solution that minimizes liability risk to the Municipality and the MPA
3. A solution that considers our grandchildren and ensuring sustainability for the future generations.
4. A solution that provides for ratepayer’s independent access to their properties, which includes water access and a safe and efficient shoreline boat parking policy.

Land Lease and Required Additional Information

- 1. The MPA board has requested further information regarding a land lease option.**
 - The MPA Insurance will need to be adjusted to cover the leased land
 - What is the additional cost to the MPA's Insurance
 - What additional liabilities would the MPA be taking on
 - What will the cost be to the MPA for having a land lease agreement with Whitestone
 - How long will the land lease be granted to the MPA.
- **The MPA will get the answers to the board and its members as soon as possible with a goal to have a resolve and plan to put forward to the Whitestone council by February 15th 2024**

COMMITTEE OF THE WHOLE



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

www.whitestone.ca
 E-mail: info@whitestone.ca

MEMORANDUM

To: Mayor and Council
From: Paula Macri, Planning Assistant
Date: December 4, 2023
Re: BUZCYNSKI, John and Lois
 Consent Application B45/2021(W)
Status of Conditions of Approval

Background

At the Council meeting of February 15, 2022, the following resolution was passed:

Resolution No. 2022-54

Moved by: Councillor Joe McEwen

Seconded by: Councillor Brian Woods

- 8.1 Consent Application B45/2021(W) – BUZCYNSKI et al Memorandum from John Jackson, Planner dated November 24, 2021
- Supplementary Report from John Jackson, Planner dated February 3, 2022

WHEREAS John Jackson, Planner Inc., prepared a report dated November 24, 2021 for the Parry Sound Area Planning Board regarding Consent Application B45/2021(W) – BUZCYNSKI et al and provided a copy to the Municipality of Whitestone which was presented to Council on January 17, 2022.

AND WHEREAS John Jackson, Planner Inc. prepared a Supplementary Report dated February 3, 2022 for information;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Whitestone receives this Supplementary 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 new lots receive 911 addressing from the Municipality;
3. That the newly created lots be rezoned to the Rural Residential (RR) Zone;

4. That a clearance letter be obtained from the Ministry of Transportation with respect to the shared entrance in regards to severed lots 3 and 4;
5. That the owners of proposed lots 3 and 4 enter into a section 51(26) Agreement to confirm the status of the right-of-way to be shared by beneficiaries of the right-of-way setting out the obligations and responsibilities for the use of the right-of-way.
6. That payment of all applicable planning 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
 - To be completed in the new year as the Applicants will be submitting an Application for a Road Naming with respect to lots 3 and 4
3. That the newly created lots be rezoned to the Rural Residential (RR) Zone;
 - Public Meeting is scheduled on the December 12, 2023 Council agenda
4. That a clearance letter be obtained from the Ministry of Transportation with respect to the shared entrance in regards to severed lots 3 and 4;
 - Completed
5. That the owners of proposed lots 3 and 4 enter into a section 51(26) Agreement to confirm the status of the right-of-way to be shared by beneficiaries of the right-of-way setting out the obligations and responsibilities for the use of the right-of-way.
 - Consent Agreement is placed on the December 12, 2023 Council agenda
6. That payment of all applicable planning fees be made to the Municipality of Whitestone.
 - Subject to final invoicing from John Jackson, Planner

Kindly note that the applicants must fulfill the above-noted conditions of the consent by March 2, 2024.

ATTACHMENTS:

Attachment 1

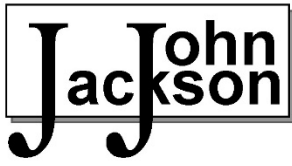
- Report from John Jackson, Planner dated November 24, 2021

Attachment 2

- 42R-22302

Attachment 3

- Consent Agreement



Planner, Inc.

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

Tel: (705) 746-5667

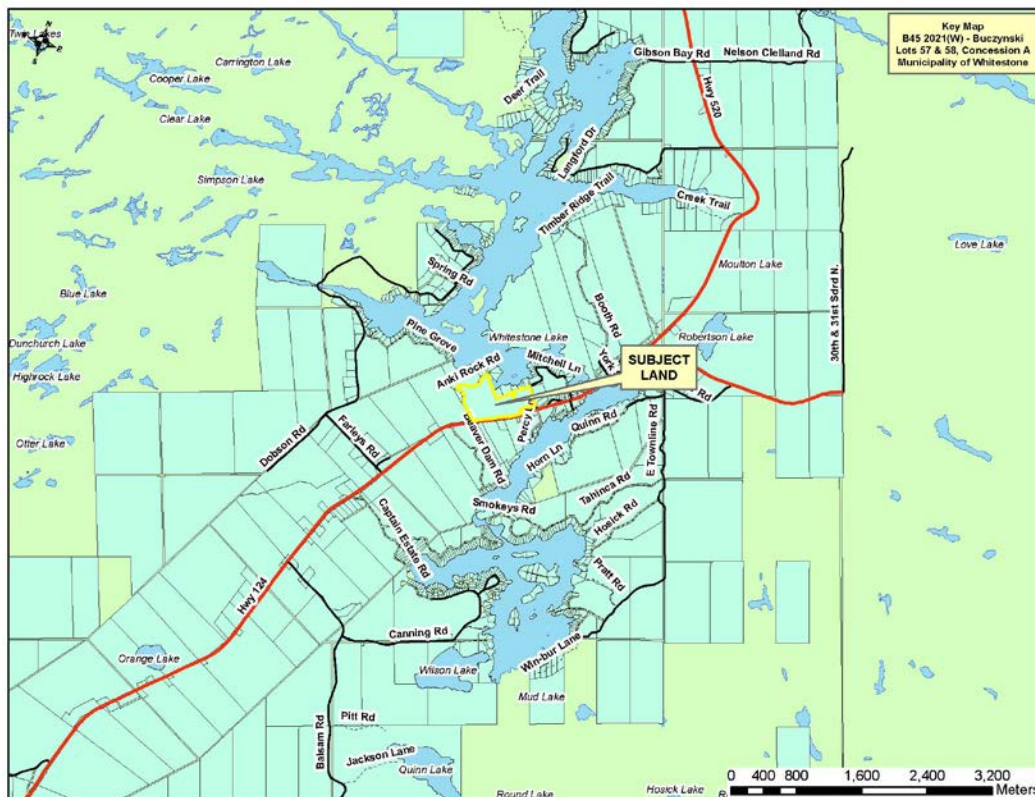
E-Mail: JJPlan@Vianet.ca

CONSENT APPLICATION No. B45/2021(W)
Part of Lots 57 & 58, Concession A
Geographic Township of Hagerman
Roll # 4939-010-207-0290
Highway No. 124 and Moore Drive
Village of Dunchurch

Applicant: John Buczynski
November 24, 2021

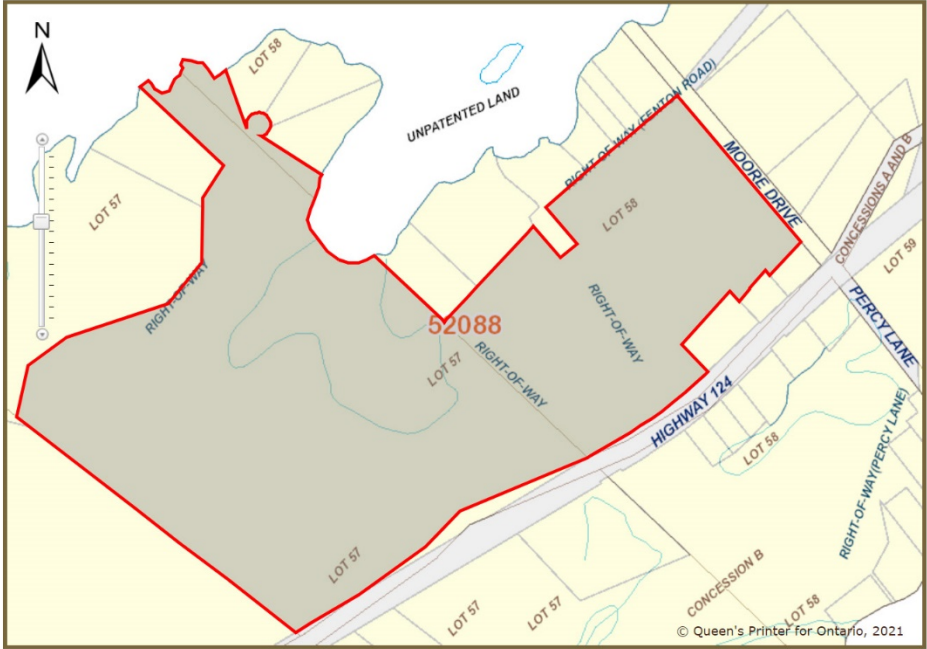
BACKGROUND/PURPOSE

John Buczynski is representing a family property in the community of Dunchurch where he is proposing to create four new lots: two on Moore Drive and two having access off Highway No. 124.



The property is in the name of Mr. Buczynski as well as his three children.

The property is 35.7 hectares and has frontage on Whitestone Lake, Highway No. 124 and Moore Drive.



PROPERTY DESCRIPTION

The property has a large variety of conditions with shoreline, highway frontage, wetlands and open fields. The Buczynski family cottage is on the lake while the balance of the property is vacant. The cottage is accessed off Anki Rock Road.

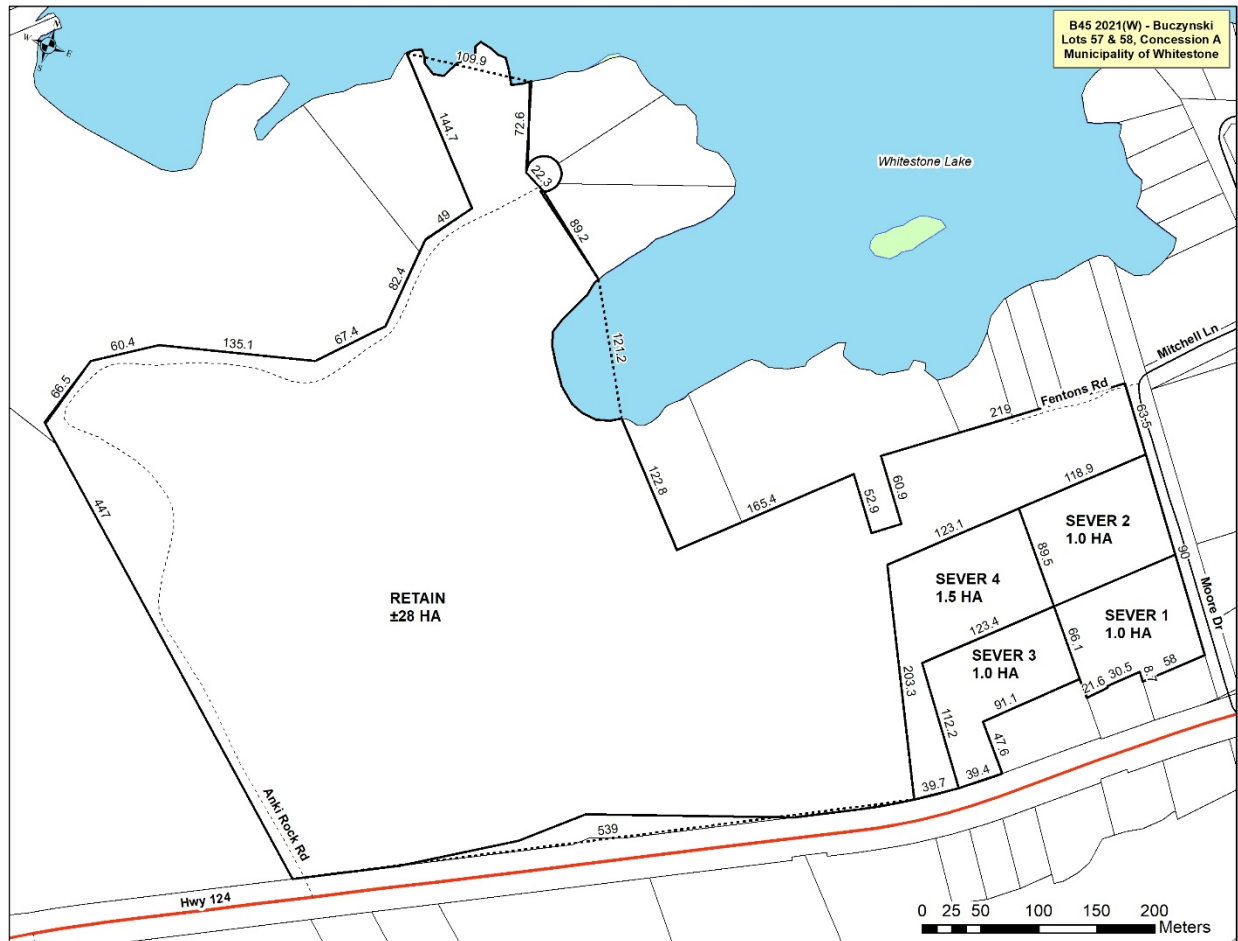


The portion of the lands that are proposed to be developed are heavily forested between the highway, the lake front properties and Moore Drive.

The over all drainage is to the north through a wetland to Whitestone Lake.

PROPOSED LAND DIVISION

The sketch below illustrates the extents of the four new lots proposed to be created.



Moore Drive Lots

Lot 1	Lot frontage 90 Metres	Lot area 1.0ha
Lot 2	Lot frontage 90 Metres	Lot area 1.0ha
Remaining Moore Drive Frontage	63.5 metres	

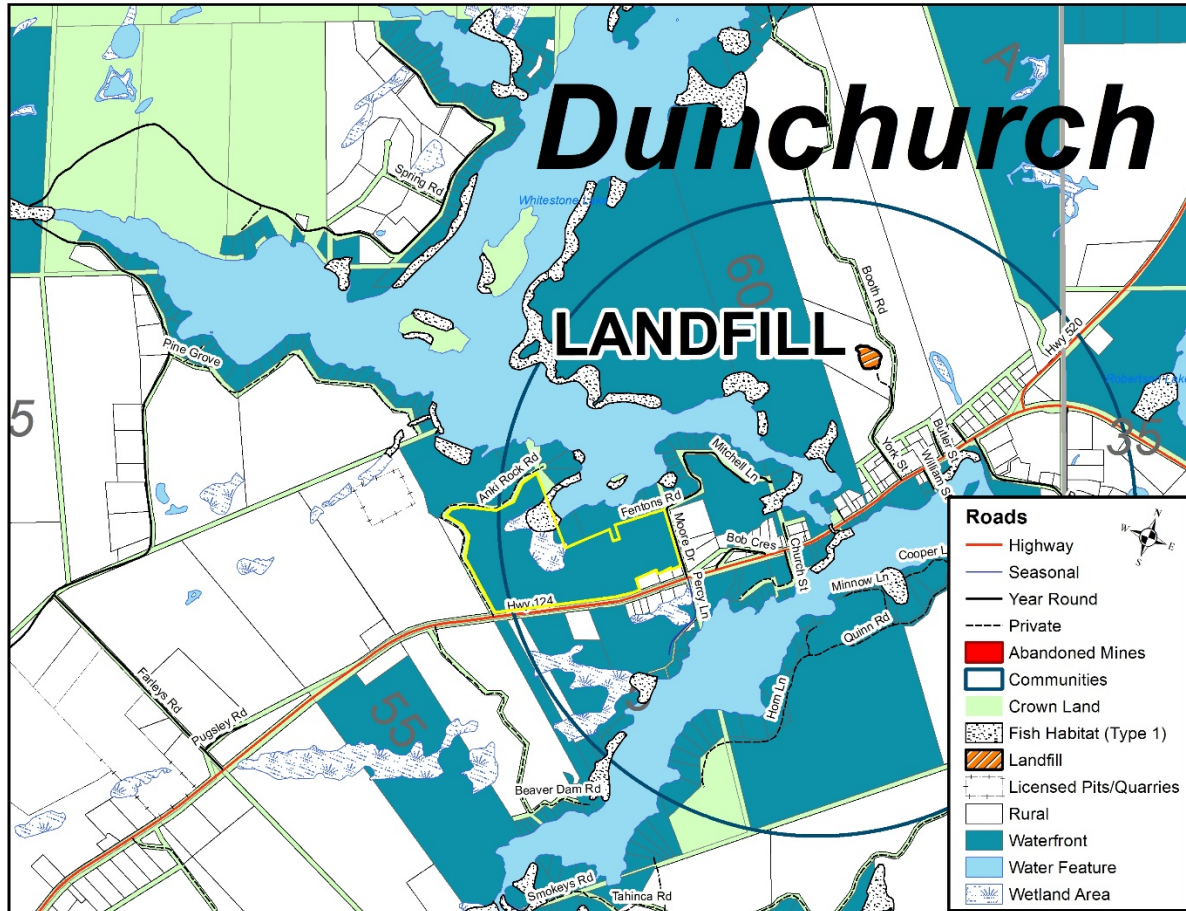
Highway No. 124 Lots

The proposed lots off Highway No. 124 would be designed to have separate frontages but likely share in the current entrance. This design would need M.T.O approval.

OFFICIAL PLAN

The subject lands are designated Waterfront because of the presence of existing waterfrontage on the whole of the property.

More practically, the lands that are away from the lakefront may be considered as Rural Lands.



The majority of the lands do not function as waterfront lands. It is entirely appropriate to consider the lands as Rural lands and part of the Dunchurch Community.

Section 18.0 – Community Areas

18.01 The Municipality of Whitestone has four distinct communities. These include Dunchurch, Maple Island, Whitestone village and the village of Ardbeg. These communities vary in size but they all function similarly in terms of identifying a community of interest, provide a number of non residential service-type uses and having a concentration of smaller lot sizes distinct from the rural areas around the communities. In the case of Maple Island and Dunchurch, the communities are partly located on recreational waterbodies.

18.02 The predominant use for community areas will be single detached dwellings and local commercial uses, institutional uses including churches, schools and community centres. Home occupations and bed and breakfasts will be permitted in the Community designation.

18.04 The minimum lot size for new development in the residential areas will be 1.0 hectares with a minimum frontage of 45 metres on a year round municipal road.

18.05 No traffic hazards shall be created by the establishment of new driveways on major roadways due to increased traffic or limited sight lines on curves or grades. It is clear that the policy for community areas is supportive of new lot development.

The standards for new lots in the rural communities allows for 45 metres of frontage and 1.0 hectares in lot area. Because of the circumstances in the application, the lot standards are generally consistent with the intent of the policy. That intent is that the lots have public road frontage and sufficient lot area to be able to provide private services to the lots.

Land Division Policy

Generally, the consent policy for the Municipality of Whitestone considers a limit of three (3) new lots. There are exceptions.

“8.01.4 The land division authority would generally interpret the consent policy on any given application to limit the creation of up to 3 new lots and a retained lot. Subsequent applications for consents for these lands may be considered so long as the general principles and standards respecting new lot creation are maintained. Any exceptions to this practise, up or down, may be made in special circumstances where the purpose and intent of the above policy is maintained and the land division authority is satisfied that there is no need, benefit or public interest in proceeding by registered plan of subdivision.”

It is believed that the proposed application can qualify for an exception given the nature of the consent, the separate access arrangements and the location within the Dunchurch Community.

Lot Standards

The standards for new lots are generally set out in the Municipality's zoning By-Law.

8.02 New lot standards will be set out in the implementing zoning by-law based upon the policy provisions for the various waterfront, rural and community neighbourhoods. The lot standards will reflect the appropriate minimum standards for new lots. These minimum standards will not necessarily be the maximum dimension or areas of any proposed new lots. New lots proposed to be created must comply with the policies of this Plan, the criteria under the Planning Act, applicable provincial policies and sound planning practises.

There is sufficient flexibility in the recommended standards to consider the proposed lot development.

ACCESS POLICIES

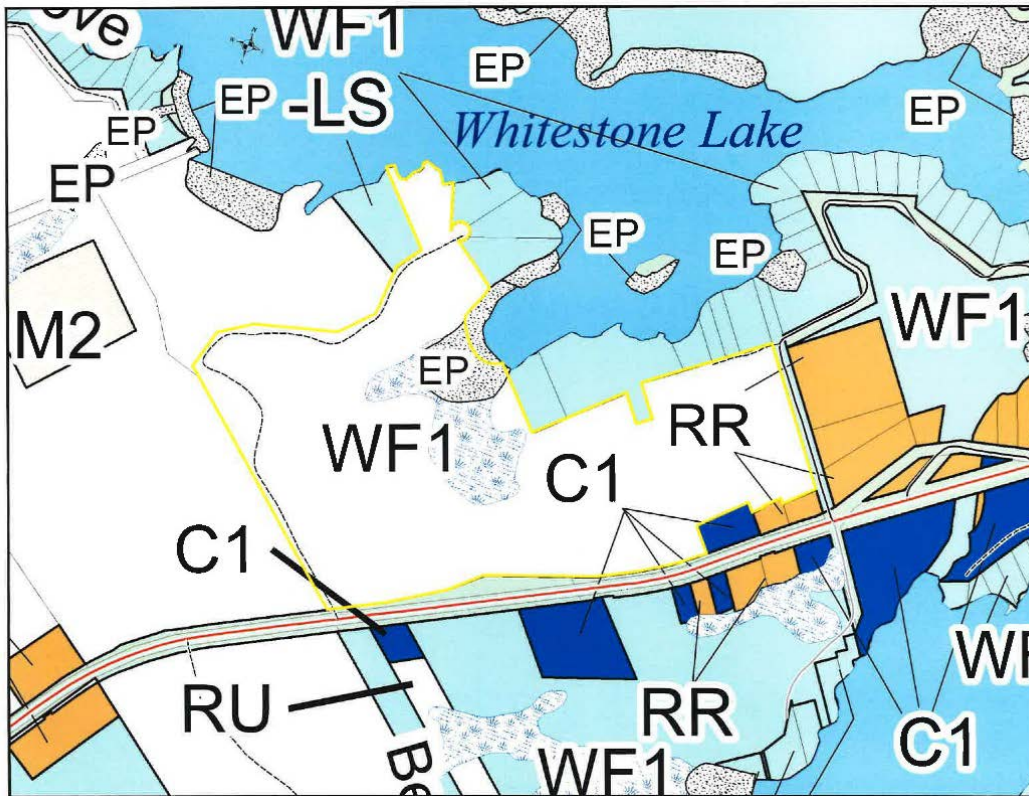
The two lots proposed to have access off Moore Drive will have no difficulty with entrance requirements.

The shared access off Highway No. 124 may have difficulty complying with M.T.O. entrance requirements.

M.T.O. will be circulated the application to determine it's willingness to support the new lots off the existing 124 access.

ZONING BY-LAW

The lands that are the subject of the consent are zoned Waterfront Residential 1 (WF1) as a result of the current frontage on Whitestone Lake.



The lands adjoining the lands proposed to be created that are non-waterfront lots are zoned Rural Residential. It is appropriate to apply the RR Zoning to the subject consent lands through a rezoning that would have a site-specific recognition of the lesser frontage off Highway No. 124.

CONCLUSION/RECOMMENDATION

That the consent application by John Buczynski et al for 4 new lots as applied for in Application No. B45/2021(W) be approved subject to the following conditions.

1. The newly created lots be rezoned to the Rural Residential (RR) Zone
2. That the applicant meets the requirements for parkland dedication as set out by the Municipality.
3. That a clearance letter be obtained from the Ministry of Transportation.
4. That the new lots be assigned 911 addressing.
5. Payment of all applicable planning fees.

Respectfully,



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

JJ : jc

METRIC METRIC UNITS
 DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

RECEIVED AND DEPOSITED AS
PLAN 42R-22302
 DATE: September 8, 2023
Dillon
 REPRESENTATIVE FOR LAND REGISTRAR
 FOR THE LAND TITLES DIVISION OF
 PARRY SOUND (No. 42)
 I REQUIRE THIS PLAN TO BE DEPOSITED
 UNDER THE LAND TITLES ACT.
 DATE: SEPTEMBER 1ST, 2023
Dillon
 R. D. MILLER
 ONTARIO LAND SURVEYOR

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA
1				1988.2 m ²
2				4140.2 m ²
3				1.0131 Ha.
4				1.0144 Ha.
5	PART OF LOT 58	'A'	PART OF PIN 52088-1139 (LT)	1.0378 Ha.
6				1.0125 Ha.
7				17.6 m ²
8				5.9 m ²

PART 2 - SUBJECT TO RIGHT-OF-WAY AS IN R0177170

PLAN OF SURVEY OF
 PART OF LOT 58 CONCESSION 'A'
 TOWNSHIP OF HAGERMAN
 NOW IN THE
MUNICIPALITY OF WHITESTONE
 DISTRICT OF PARRY SOUND
 SCALE 1 : 750

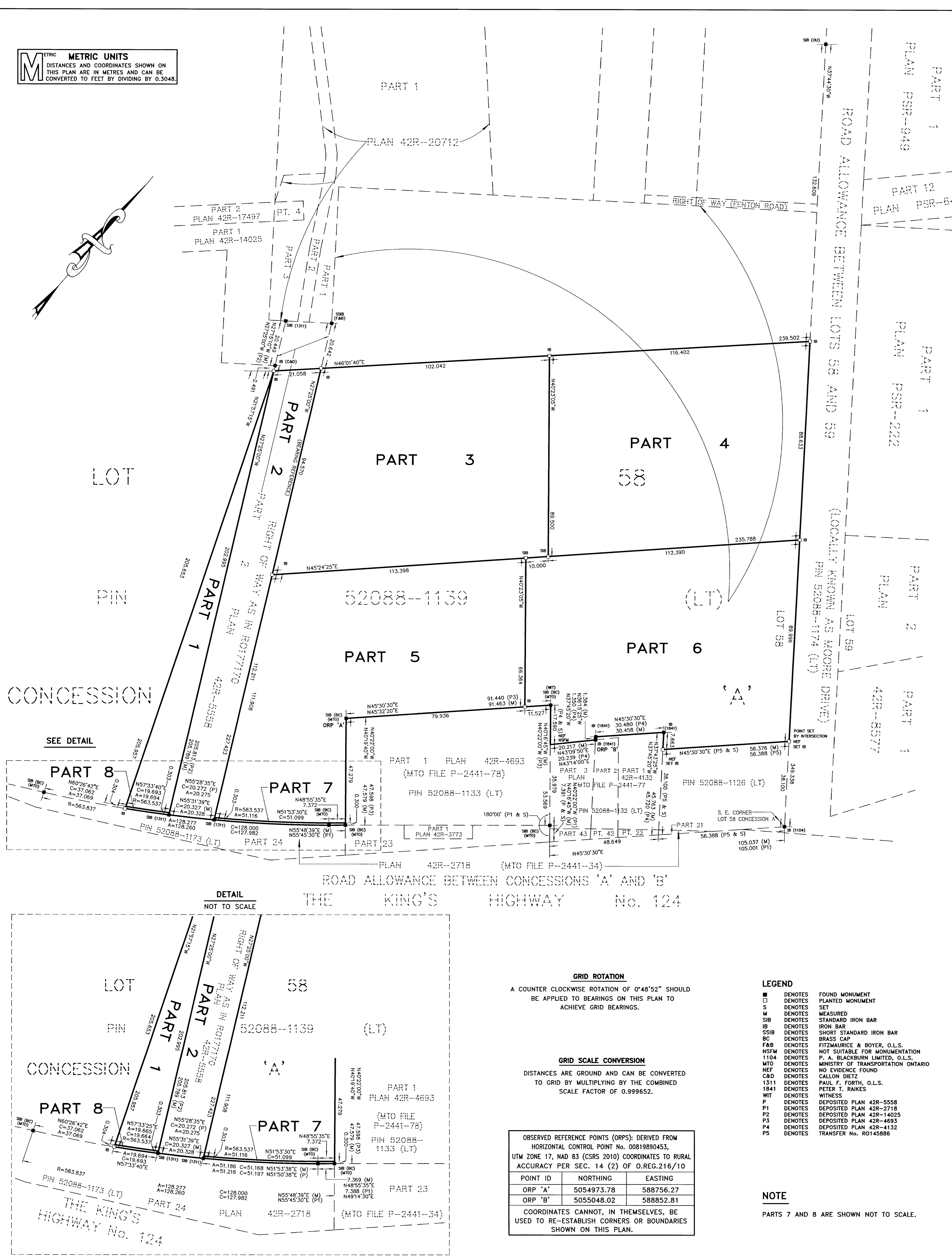
 TULLOCH GEOMATICS INC.

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT :
 1. 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.
 2. THE SURVEY WAS COMPLETED ON THE 25th DAY OF MAY 2023.
 SEPTEMBER 1ST, 2023
 DATE
Dillon
 R. D. MILLER
 ONTARIO LAND SURVEYOR
 FOR: TULLOCH GEOMATICS INC.
 ONTARIO LAND SURVEYORS

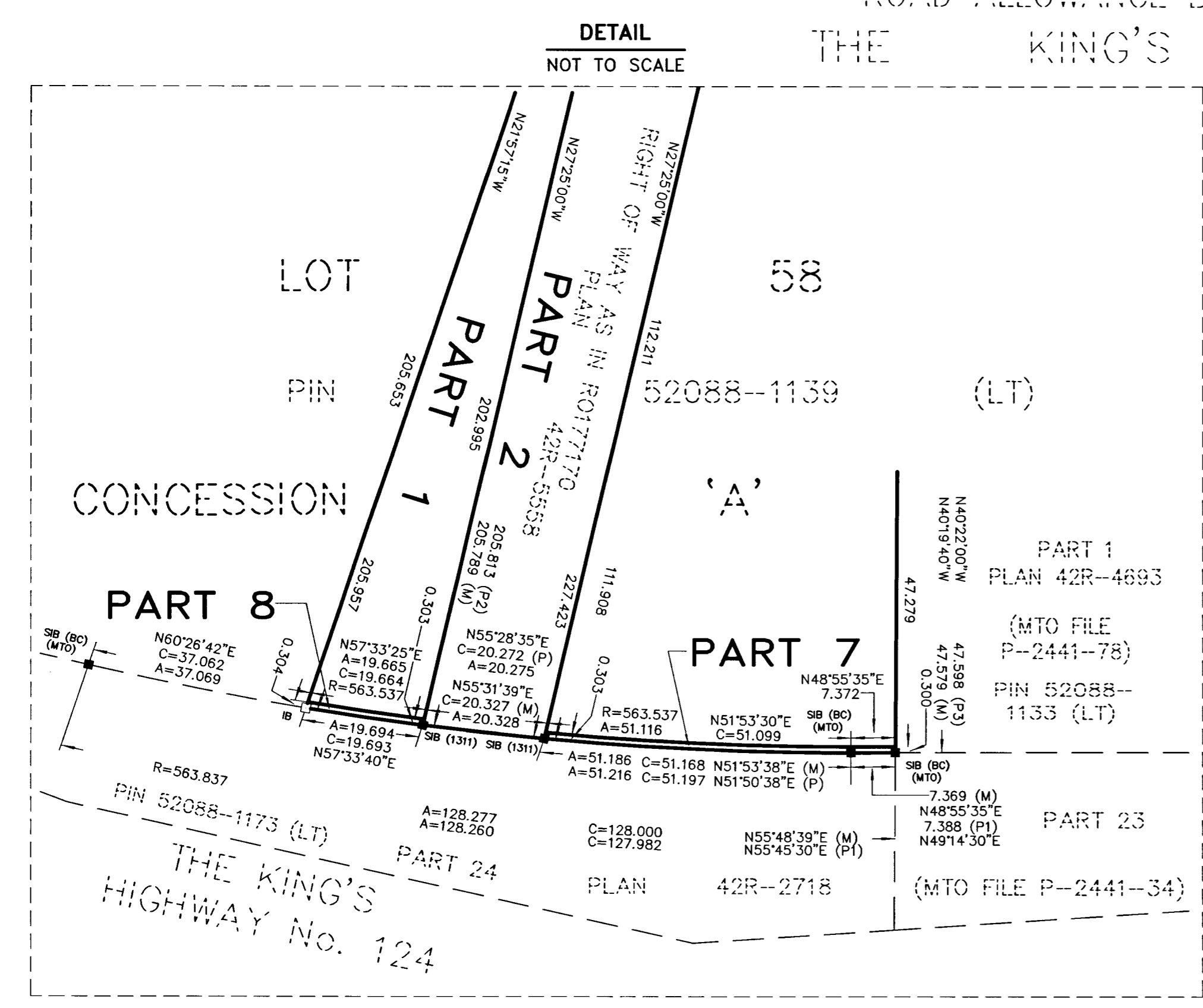
THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-51820.

BEARING NOTE
 BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE EAST LIMIT OF
 PART 2 AS SHOWN ON DEPOSITED PLAN 42R-5558, HAVING A BEARING OF N27°25'00"W.

TULLOCH
 TULLOCH GEOMATICS INC.
 1501 SEYMOUR STREET T. 705-474-1210
 NORTH BAY ON F. 705-474-1783
 P1A 0C5
 northbay@tulloch.ca
 DRAWN BY: M.M.W. FILE No. 7792



SEE DETAIL



GRID ROTATION
 A COUNTER CLOCKWISE ROTATION OF 0°48'52" SHOULD BE APPLIED TO BEARINGS ON THIS PLAN TO ACHIEVE GRID BEARINGS.

GRID SCALE CONVERSION
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999652.

OBSERVED REFERENCE POINTS (ORPS): DERIVED FROM HORIZONTAL CONTROL POINT NO. 00819890453, UTM ZONE 17, NAD 83 (CSRS 2010) COORDINATES TO RURAL ACCURACY PER SEC. 14 (2) OF O.REG.216/10

POINT ID	NORTHING	EASTING
ORP 'A'	5054973.78	588756.27
ORP 'B'	5055048.02	588852.81

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

- LEGEND**
- DENOTES FOUND MONUMENT
 - DENOTES PLANTED MONUMENT
 - S DENOTES SET
 - M DENOTES MEASURED
 - SIB DENOTES STANDARD IRON BAR
 - IB DENOTES IRON BAR
 - SSIB DENOTES SHORT STANDARD IRON BAR
 - BC DENOTES BRASS CAP
 - F&B DENOTES FITZMAURICE & BOYER, O.L.S.
 - NSFM DENOTES NOT SUITABLE FOR MONUMENTATION
 - 1104 DENOTES P. A. BLACKBURN LIMITED, O.L.S.
 - MTO DENOTES MINISTRY OF TRANSPORTATION ONTARIO
 - NEF DENOTES NO EVIDENCE FOUND
 - C&D DENOTES CALLON DIETZ
 - 1311 DENOTES PAUL F. FORTH, O.L.S.
 - 1841 DENOTES PETER T. RAIKES
 - WIT DENOTES WITNESS
 - P DENOTES DEPOSITED PLAN 42R-5558
 - P1 DENOTES DEPOSITED PLAN 42R-2718
 - P2 DENOTES DEPOSITED PLAN 42R-14025
 - P3 DENOTES DEPOSITED PLAN 42R-4483
 - P4 DENOTES DEPOSITED PLAN 42R-4132
 - P5 DENOTES TRANSFER No. R0145886

NOTE
 PARTS 7 AND 8 ARE SHOWN NOT TO SCALE.

CONSENT AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of November, 2023.

BETWEEN:

LOIS MARGUERITE BUCZYNSKI and JAMES RICHARDS BUCZYNSKI
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 subject lands described in Schedule "A" hereto annexed;

AND WHEREAS the Owners obtained from the Parry Sound Area Planning Board (File B45/2021(W) approval of a consent to sever the subject lands. The purpose of the severance is create four (4) new lots, with two of the lots having rights-of-way off of Highway 124;

AND WHEREAS the conditions to approval require the Owners 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 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 subject lands describing the severed and retained lands is Reference Plan No. 42R-22302.
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 Owners.
4. 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

5. The Owners has applied for and received approval by the Parry Sound Area Planning Board under File No. B45/2021(W) for the creation of (4) new lots, with two of the lots having rights-of-way off of Highway 124;

PART C – ACCESS

6. The Owners hereby acknowledges and recognizes that the private road legally described as Parts 1 & 2 Plan 42R-22302 provides access to Parts 3 and 5, Plan 42R-22302, is privately owned and not maintained year-round by the Municipality.
7. The Owners 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 Owners 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 OWNERS

9. Every provision of this Agreement by which the Owners is obligated in any way shall be deemed to include the words “at the expense of the Owners” unless the context otherwise requires.
10. 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 E – INDEMNIFICATION FROM LIABILITY AND RELEASE

11. The Owners covenants and agrees 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 his 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 Owners 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 Owners, 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 Owners 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 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 _____, 20__.

**THE CORPORATION OF THE
MUNICIPALITY OF WHITESTONE**

Per: _____
George Comrie, Mayor

Michelle Hendy, CAO/Clerk

By the Owners on this ____ day of _____, 20__.

Witness Name

LOIS MARGUERITE BUCZYNSKI

Witness Signature

Witness Name

JAMES RICHARDS BUCZYNSKI

Witness Signature



MEMORANDUM

To: Mayor and Council
From: Paula Macri, Planning Assistant
Date: December 4, 2023
Re: Gary George Merritt and Pamela Helen Merritt
Deeming By-Law

The applicants, Gary George Merritt and Pamela Helen Merritt, submitted an application to the Municipality to have Lot 5 on Plan 42M-628 municipally known as 28307 Wah Wash Kesh Lake, deemed not to be a lot in a Registered Plan of Subdivision. This application was accompanied by the required fee.

To fulfill a condition of the Parry Sound and Area Planning Board Consent No. B34/2023 Gary George Merritt will be conveying a lot addition (**ATTACHMENT 1**) to himself and Pamela Helen Merritt and will be added to Lot 5. The lots are to be merged on title according to Section 50(4) of the *Planning Act*.

Attachments:

ATTACHMENT 1 – John Jackson’s Report dated October 4, 2023

CONSENT APPLICATION NO. B34 2023(W)

PART OF LOTS 27 & 28, CONCESSION 5

GEOGRAPHIC TOWNSHIP OF MCKENZIE

MUNICIPALITY OF WHITESTONE

Lot 5, Plan 42M-628 (Benefitting Lot)

Part of Lots 27 & 28, Concession 5

Part 1, 42R-22063

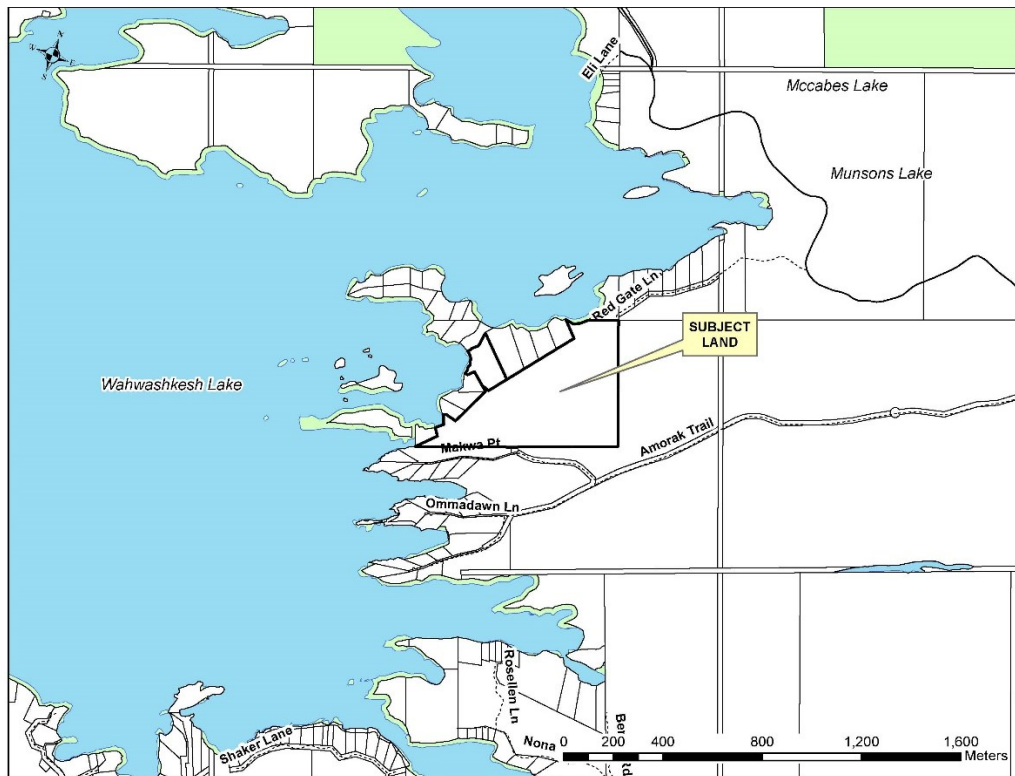
Rolls # 493905000408200

Applicant: Gary Merritt

October 4, 2023

BACKGROUND / PURPOSE

Gary Merritt owns a vacant lot in plan 42M-628 fronting on Lake Wahwashkesh together with the retained back lands.



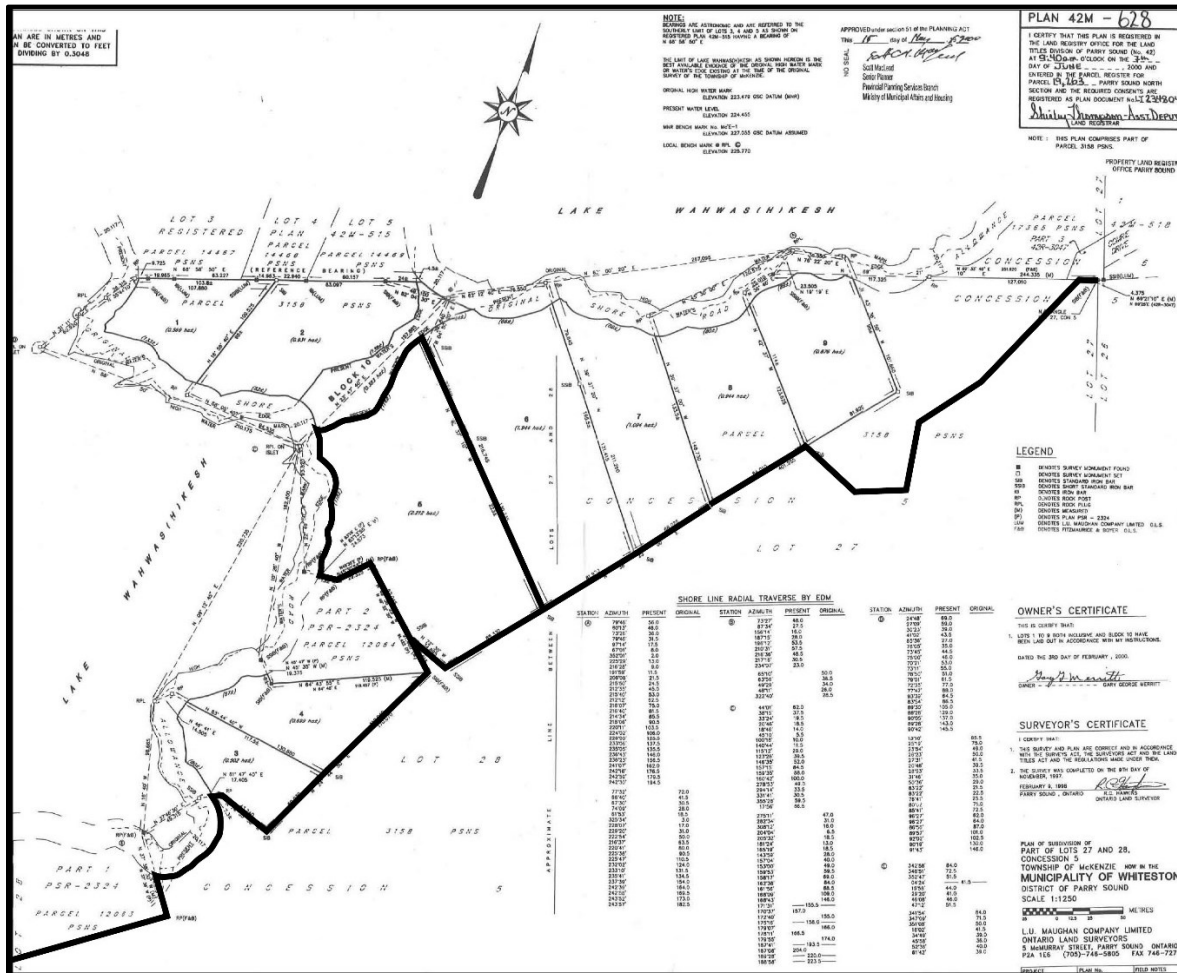
Mr. Merritt is proposing to add 0.5 hectares from his back acreage to his lot No. 5 of Plan 42M-628. He feels that the larger acreage will enhance the lot with a larger size as well as protecting future privacy.

PROPERTY DESCRIPTION

Plan 42M-628 was a 9 lot plan approved 25 years ago by the Ministry of Municipal Affairs.

Mr. Merritt has sold all but lot 5 in the subdivision.

Lot 5 is 2.2 ha with 100 metres of frontage on the lake and a further 100 metres on Sneak channel.

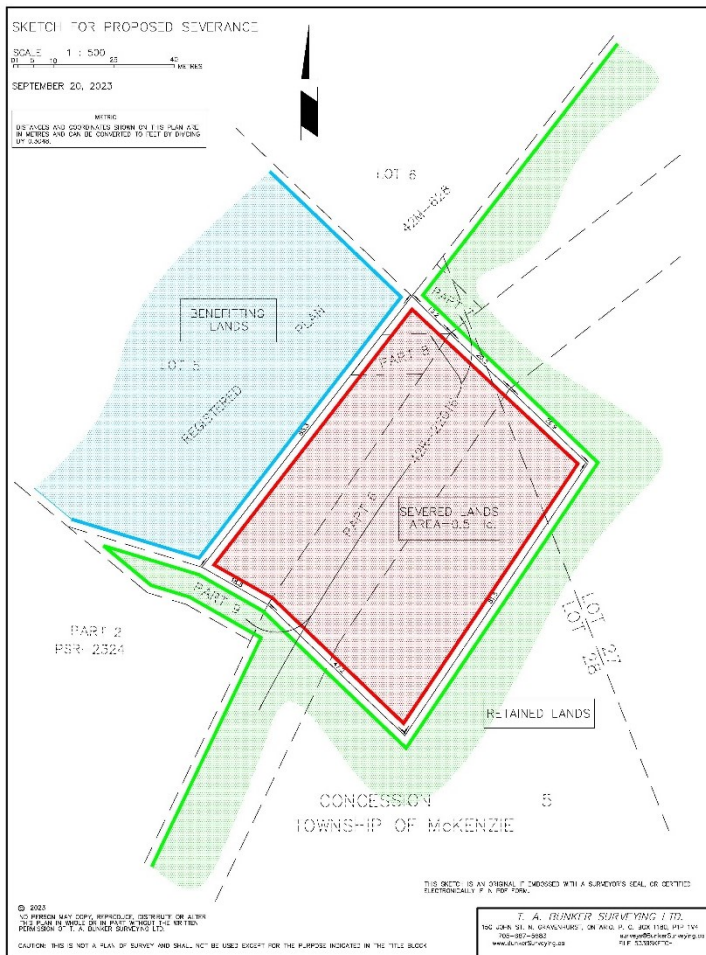
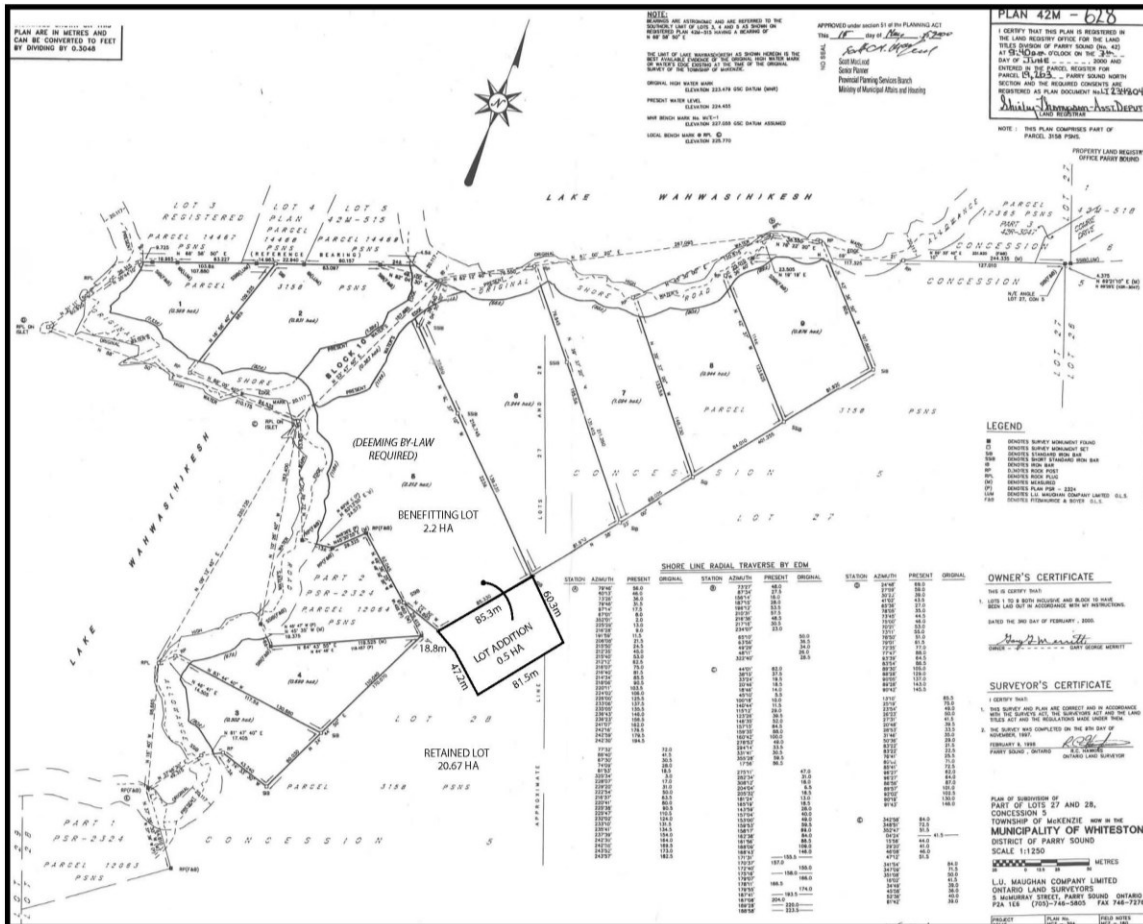


The back lands are characterized by heavy forests with a series of private trails that have been constructed to provide road access to what was originally a water access subdivision.



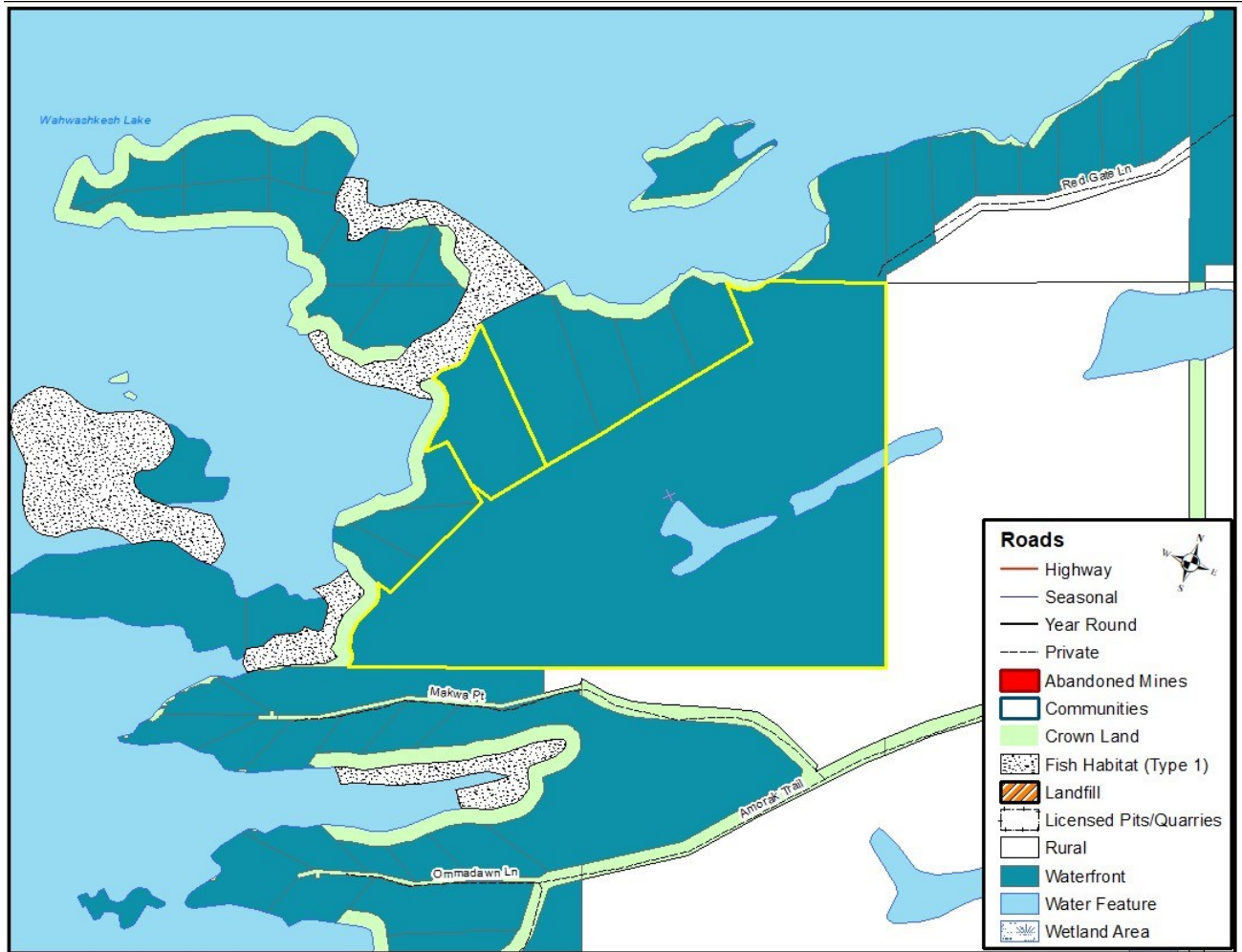
PROPOSED LOT ADDITION

The proposed lot addition will consist of 0.5 ha in the shape of a rectangle that will be added to the adjacent Lot 5.



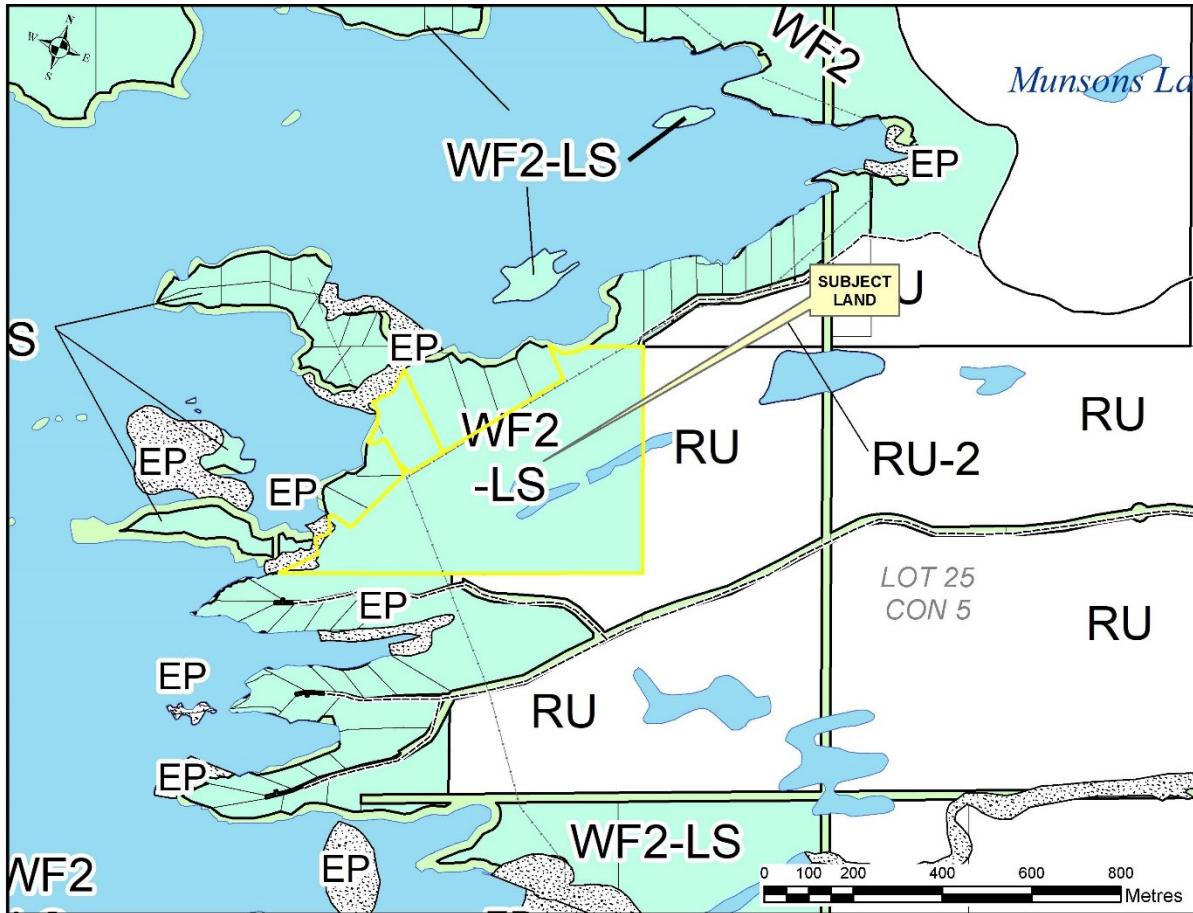
OFFICIAL PLAN

There are no official plan issues.



ZONING BY-LAW

The subject lands are zoned Waterfront Residential 2 – Limited Services (WF2-LS)



There are no zoning issues.

ANALYSIS

The proposed transaction has no planning concerns.

There will be two matters that will be necessary conditions.

Lot 5 of Plan 42M-628 will need to be deemed to no longer be a lot in a plan of subdivision. This will allow the addition to merge with the lot.

The transfer will also need to recognize existing rights-of-way for access to other lots in the subdivision.

RECOMMENDATION

That the proposed consent for a lot addition as applied for by Gary Merritt in Part of Lots 27 & 28, Concession 5 in the Geographic Township of McKenzie as applied for in Application No. B34/2023(W) be approved subject to the following conditions:

1. Deeming Lot 5 of Plan 42M-628 to no longer be a lot in a plan of subdivision.
2. Recognize rights-of-way as part of the lot addition.
3. Providing a letter from the lawyer that the lot addition will be merged with Lot 5 of Plan 42M-628.
4. Payment of any applicable planning fees.

Respectfully,



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

THIS PAGE WAS LEFT BLANK INTENTIONALLY

PUBLIC MEETING

MEMO TO WHITESTONE COUNCIL

PROPOSED ZONING BY-LAW AMENDMENT

PART OF LOT 58, CONCESSION 'A'

GEOGRAPHIC TOWNSHIP OF HAGERMAN

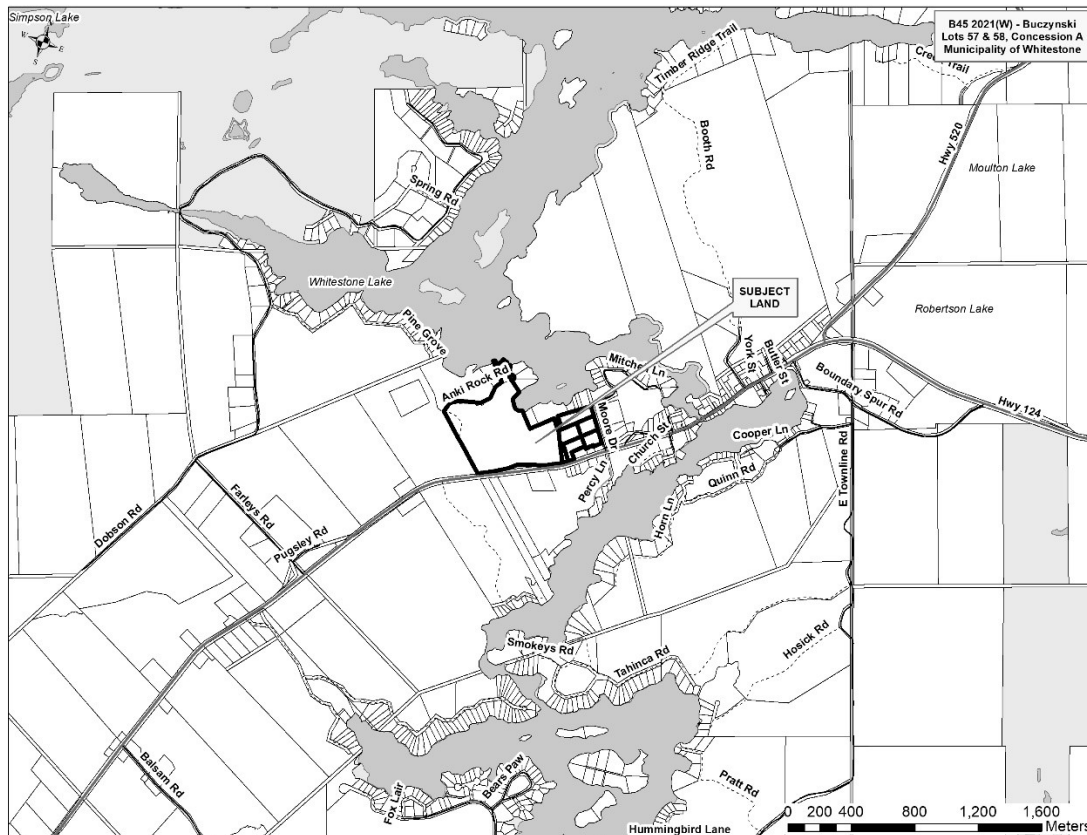
APPLICANT: John Buczynski

November 1, 2023

PURPOSE/BACKGROUND

The Buczynski family owns a large parcel in the village of Dunchurch that has frontage on Whitestone Lake, Highway No. 124 and Moore Drive.

The owners are proposing to create four residential lots, two on Highway No. 124 and two fronting on Moore Drive.

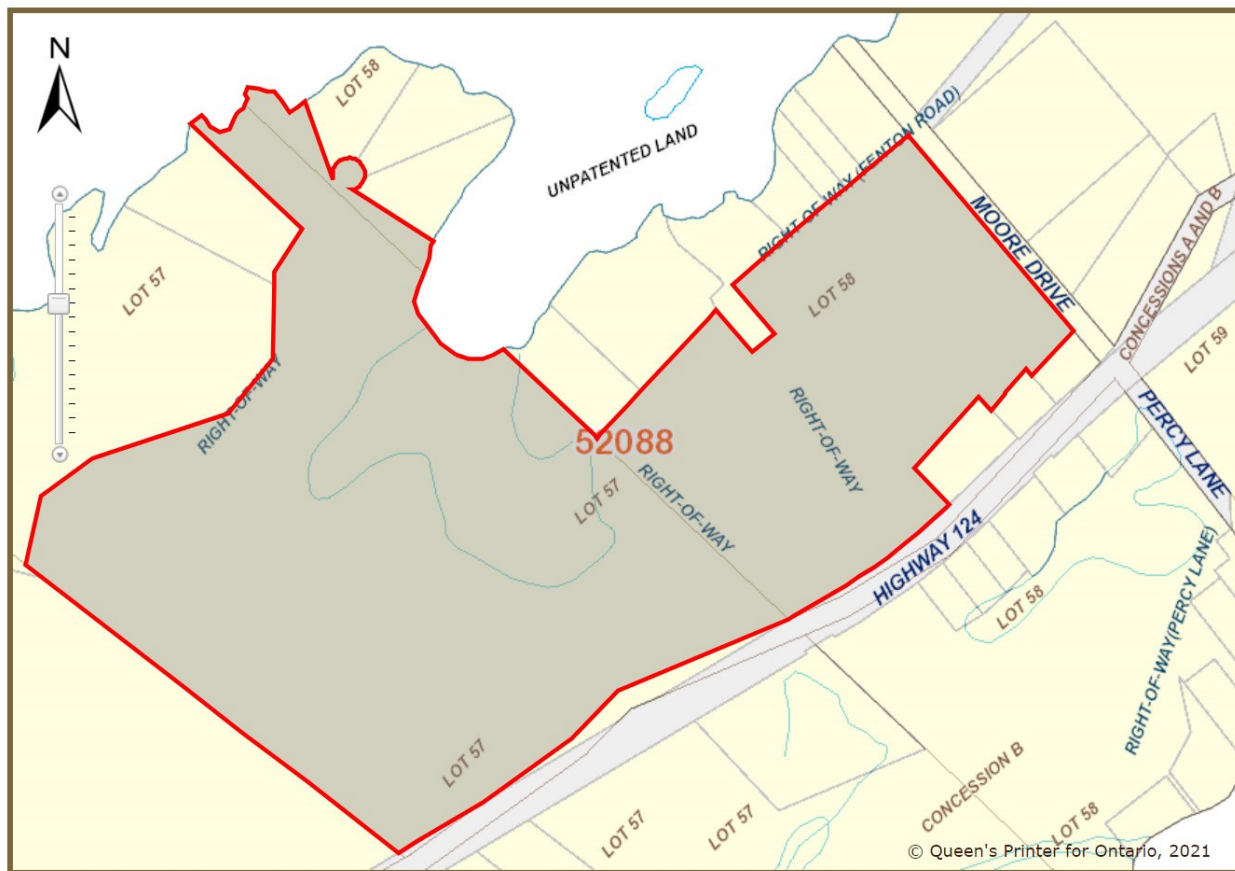


The property was the subject of a consent application two years ago that included a condition requiring a rezoning.

The rezoning is necessary because the lands to be divided are presently zoned Waterfront Residential 1 (WF1) due to their current frontage on Whitestone Lake. The intended lots, however, are non-waterfront lots zoned for Rural Residential use. Two of these lots have a shared right-of-way off Highway No. 124 with 40 metres of frontage, whereas 60 metres are required in the RR Zone.

PROPERTY DESCRIPTION

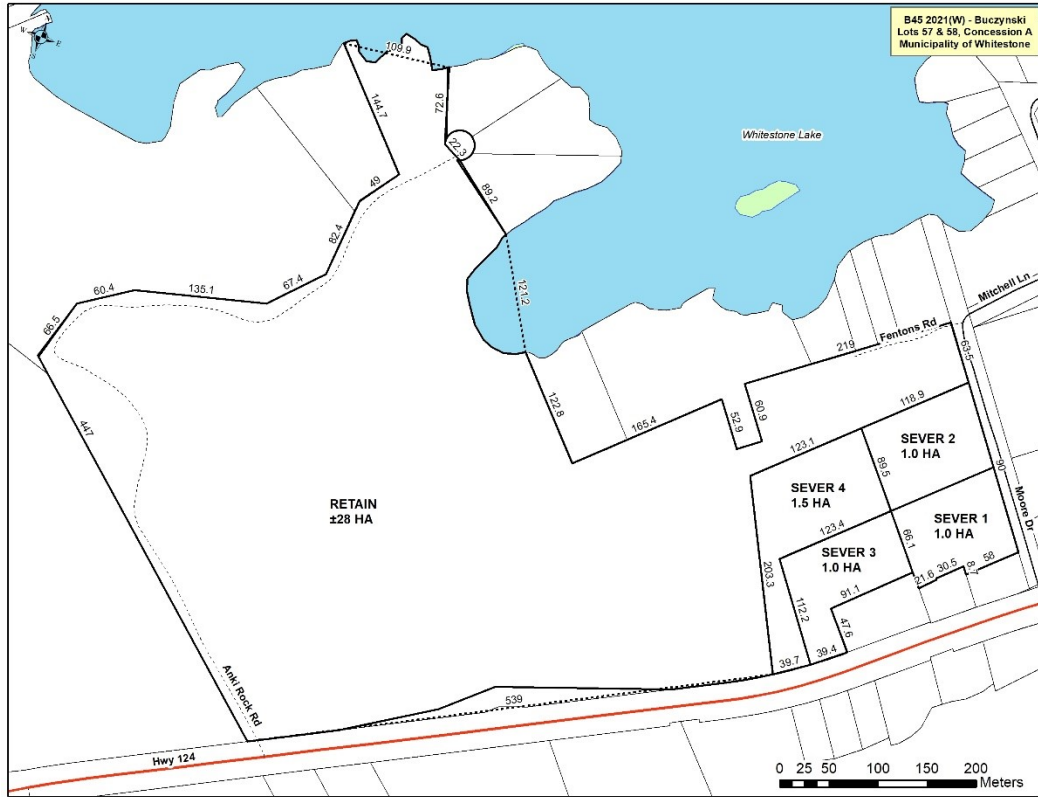
The subject lands owned by the Buczynski's is quite large and includes a variety of features and zonings. The lands are 86 acres with frontage on the lake, the highway and Moore Drive.



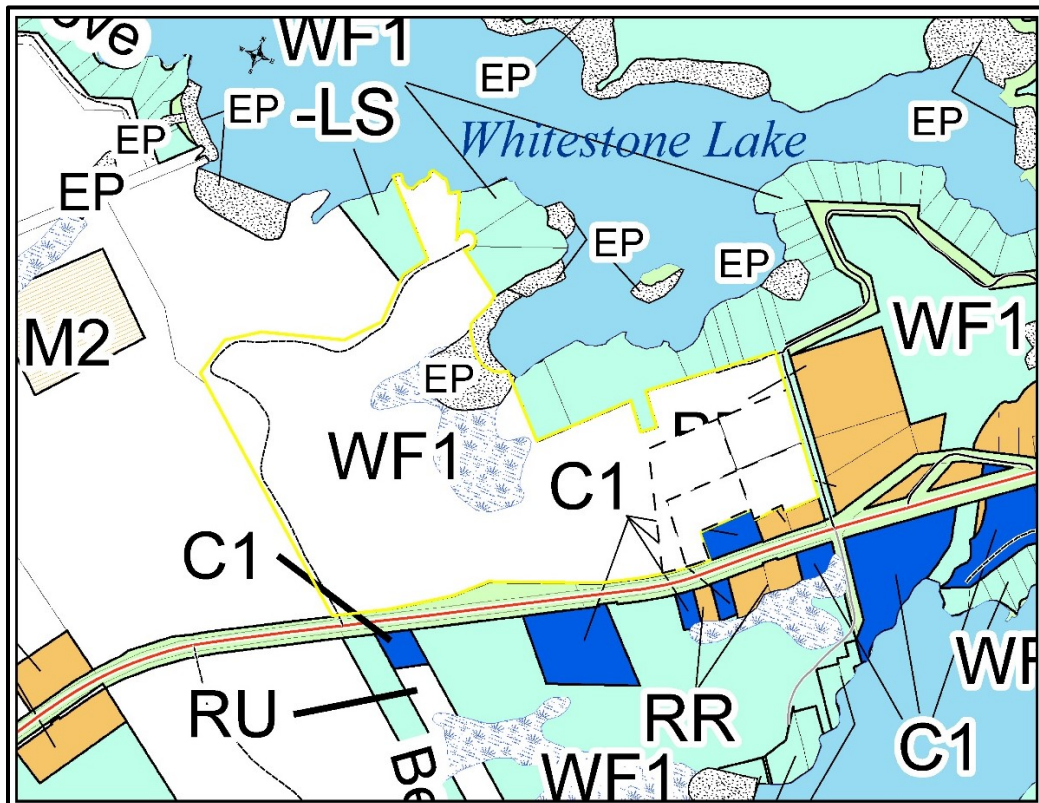


The proposed land division is shown on the sketch below.

The general purpose of the consent application was simply to create village lots.



The current zoning of the Buczynski lands includes a variety of zonings: Waterfront Zones, Rural Zones and Environmental Protection Zones.

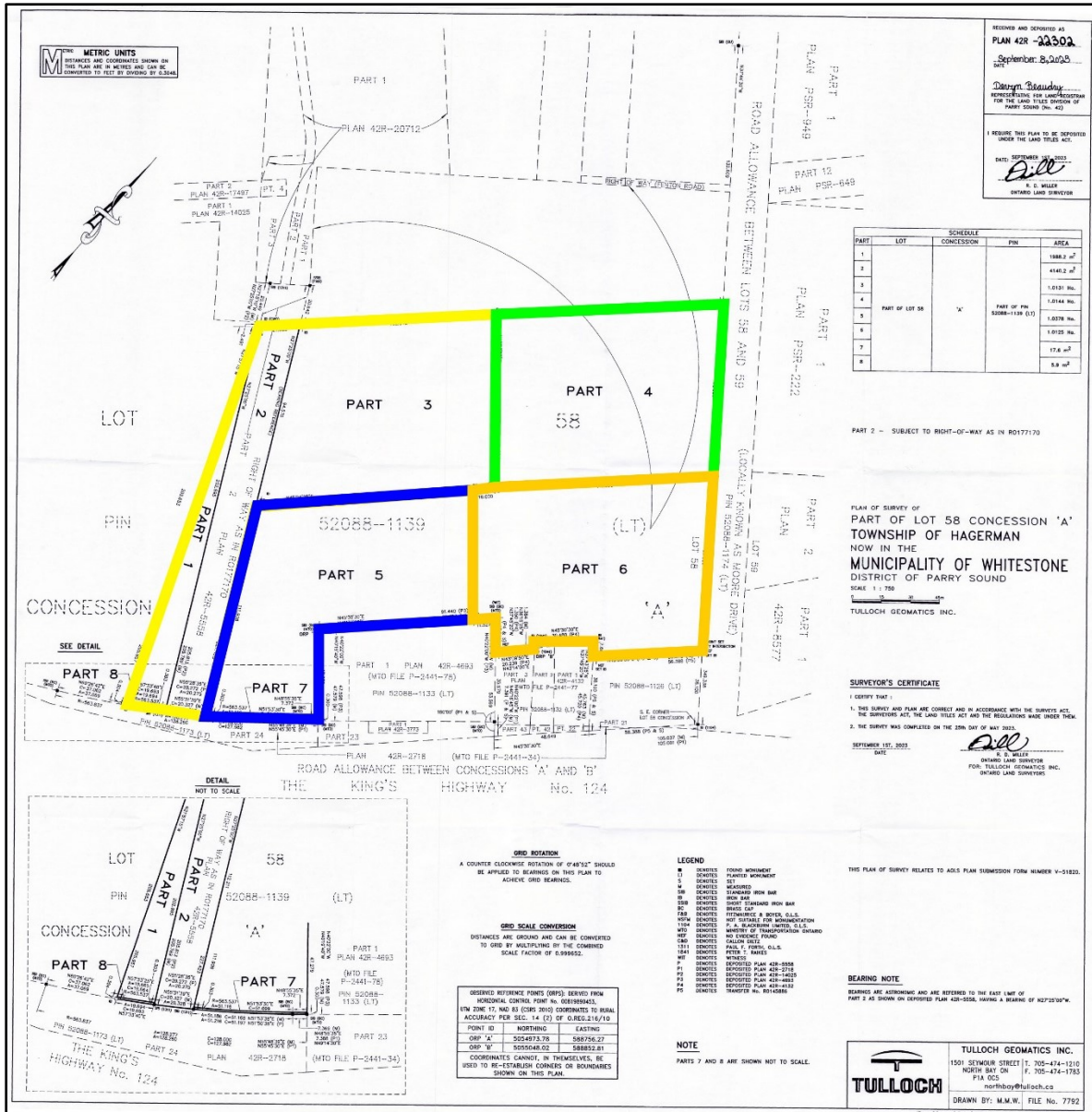


The four lots have been created and require a Rural Residential (RR) Zone that sets the minimum lot size of 0.4 hectares and the minimum road frontage of 60 metres.

The two lots, which share access off Highway No. 124, will have a minimum frontage of 40 metres, requiring a site-specific exception for these lots.

SURVEY

The registered survey, shown below, confirms that the minimums applied for in the consent application have been met.



CONCLUSION

In general terms, the proposed rezoning is merely a technical requirement to fulfill the consent.

There are no concerns respecting the proposed rezoning.

Respectfully,

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



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

www.whitestone.ca
 E-mail: info@whitestone.ca

MEMORANDUM

To: Mayor and Council
From: Michelle Hendry, CAO/Clerk
Date: December 12, 2023
Re: Procedural By-law update

Background

Through a series of meetings in 2023, Whitestone Council has reviewed and recommended a number of amendments to the Draft Procedural By-law, first presented to Council in December 2022. The latest discussions occurred at the November 7, 2023 Regular Council meeting.

Analysis

The final edits and amendments discussed and agreed to on November 7, 2023 have been integrated into the document. A review of grammar, spelling, general consistency and content was undertaken; refinements have been made as required without altering the spirit or intent of the By-law.

The following Resolution was passed on November 7, 2023

Resolution No. 2023-524

Moved by: Councillor Joe Lamb

Seconded by: Councillor Janice Bray

11.1 Memorandum - Procedural By-law updates and recommendations

THAT the Council of the Municipality of Whitestone receives for information the Memorandum – Procedural By-law updates and recommendations;

AND THAT the Council of the Municipality of Whitestone accepts the recommended edits;

AND THAT staff proceed to give Notice of a Public meeting for the purposes of adopting a new Procedural By-law.

Carried

Notice of Public Meeting:

Notice of Intention to Pass an Updated Procedural By-law was posted on the Municipal website on November 15, 2023 and was posted with Metroland 'online' newspaper on November 16, 2023.



THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

CORPORATE POLICY MANUAL

POLICY MANUAL SECTION: Council, Boards and By-laws	POLICY NUMBER: A005-06
POLICY NAME: Procedural By-law	
DATE APPROVED: December 12, 2023	AUTHORITY: By-law No. 80-2023
REVISION DATES: none	DEPARTMENT RESPONSIBLE: Administration

PURPOSE:

The purpose of this policy is to provide guidance to the order and dispatch of the business of the Council Meetings.

Advisory Committees of Council, Ad Hoc Committees (including a Task Force) and Local Boards may choose to use the protocols noted herein or establish their own policies and protocols for conducting meetings.

SCOPE

The rules and regulations contained in this By-law will be observed in all proceedings of the Council wherever possible.

If a provision is not made herein, the procedure to be followed will be that found in the most recent edition of Robert's Rules of Order.

No resolution or action of Council, Advisory Committee, Local Boards and Ad Hoc Committee / Task Force will be invalidated solely as a result of failure to follow any provision of this Procedural By-law.

Timelines prescribed in this Procedural By-law may be adjusted should there be extraordinary circumstances.

Municipality of Whitestone Procedural By-law No. 80-2023

1. Definitions	5
In this By-law:	5
1.1 Ad-Hoc Committee (or Task Force).....	5
1.2 Advisory Committee.....	5
1.3 Agenda.....	5
1.4 Chair.....	5
1.5 Chief Administrative Officer.....	5
1.6 Clerk.....	5
1.7 Consent Agenda.....	5
1.8 Council	5
1.9 Council Package.....	5
1.10 Closed Meeting.....	5
1.11 Deputy Mayor	6
1.12 Electronic Means	6
1.13 Electronic Meeting	6
1.14 Electronic-Only Meeting.....	6
1.15 Emergency / Extraordinary Meeting	6
1.16 Local Board	6
1.17 Mayor	6
1.18 Meeting.....	6
1.19 Member	6
1.20 Motion.....	6
1.21 Motion to Amend.....	7
1.22 Municipal Act	7
1.23 Municipality.....	7
1.24 Notice of Motion.....	7
1.25 Officer.....	7
1.26 Order of Business	7
1.27 Point of Privilege.....	7
1.28 Point of Procedure or Point of Order	7
1.29 Presentation	7
1.30 Quorum	7

1.31	Recorded Vote.....	7
1.32	Regular Council Meeting.....	8
1.33	Staff Report	8
1.34	Resolution.....	8
1.35	Special Council Meeting	8
1.36	Unfinished Business	8
1.37	Urgent.....	8
2.	Roles and Responsibilities.....	8
2.1	Head of Council	8
2.2	Substitution Head of Council	8
2.3	Council	8
2.4	Clerk.....	8
2.5	Staff.....	8
2.6	Chief Administrative Officer	9
2.7	Members of the Public:	9
3.	General Meeting Rules	9
3.1	Rules – to be observed at all times	9
3.2	Suspending Procedural By-law	9
3.3	Mayor	9
3.4	Absence of Mayor.....	9
3.5	Absence of Deputy Mayor.....	9
3.6	Meeting Location	9
3.7	Clerk.....	10
3.8	Quorum	10
3.9	Minutes.....	10
3.10	Audio / Video Conferencing	10
3.11	Arriving Late/Leaving Early	11
3.12	Staff Attendance	11
3.14	Rules of Debate.....	12
3.15	Conduct and Decorum	13
3.16	Questions during Debate	14
3.17	Points of Procedure (Order).....	14
3.18	Point of Privilege.....	14
3.19	Voting	15
3.20	Corrections	16
3.21	Amendments	16

3.22	Voting – Reconsideration	16
3.23	Voting on By-laws	17
4.	Meetings	17
4.1	First Meeting of Newly Elected Council	17
4.2	Regular Meetings.....	18
4.3	Special Meetings	18
4.4	Public Meetings	18
4.5	Emergency / Extraordinary Meetings.....	19
4.6	Closed Meetings	19
4.7	Cancelled Meetings	21
4.8	Electronic Meetings	21
5.	Notice of Meetings	22
5.1	Annual Schedule of Meetings.....	22
6.	Agenda	23
6.1	Regular Council Meeting Agenda.....	23
6.2	Other Meeting Agenda (Special or Emergency/Extraordinary).....	27
6.3	Closed Meeting Agenda.....	27
6.4	Adjournment	28
6.5	Curfew.....	28
7.	By-law Amendment	28

Schedules to this By-law (which may be amended from time to time as needed)

- Schedule A - Declarations of Conflict of Interest form
- Schedule B - Council Agenda Headings
- Schedule C - Presentation or delegation request

1. Definitions

In this By-law:

1.1 Ad-Hoc Committee (or Task Force)

“Ad-Hoc Committee” means a Committee to advise Council on a specific task or project. An Ad-Hoc Committee (or Task Force) is governed by clear terms of reference, set out in a Resolution or By-law, which includes language indicating when the Committee will cease to exist.

1.2 Advisory Committee

“Advisory Committee” means a committee appointed by Council to act in an advisory capacity to Council for the purpose of providing recommendations on a specific subject matter. Committees have clearly defined terms of reference that outline the mandate and the parameters for committee activity.

1.3 Agenda

“Agenda” means the list of business to be conducted at a Meeting.

1.4 Chair

“Chair” means the person presiding at a Meeting.

1.5 Chief Administrative Officer

“Chief Administrative Officer” means the person appointed by the Municipality pursuant to Section 229 of the *Municipal Act* or their designate.

1.6 Clerk

“Clerk” means the person appointed by the Municipality pursuant to Section 228 of the *Municipal Act* as amended or their designate.

1.7 Consent Agenda

“Consent Agenda” means a list of items of a routine nature that do not require substantial discussion or debate at a Meeting. Items on the Consent Agenda may be dealt with in a single Resolution.

1.8 Council

“Council” means the elected and appointed Members of the Municipality of Whitestone Council.

1.9 Council Package

“Council Package” means a copy of the Agenda, reports and all other information that Members receive prior to a Meeting which may be provided electronically and / or in hard copy.

1.10 Closed Meeting

“Closed Meeting” means a Meeting of Council, Ad Hoc Committee, Advisory Committee or Local Board that is not open to the Public pursuant to Section 239 of the *Municipal Act* or other legislation, also referred to as an ‘in-

camera meeting’.

1.11 Deputy Mayor

“Deputy Mayor” means a Member of Council appointed in accordance with the Municipality’s protocols, to act in the place of the Mayor when the Mayor is absent.

1.12 Electronic Means

“Electronic Means” means telephone, video or audio conferencing or other interactive methods whereby Members, staff and the public are able to hear the Member(s) participating by electronic means and the Member(s) participating by electronic means are able to hear other Members, staff and the public.

1.13 Electronic Meeting

“Electronic Meeting” means a Meeting in which any Member is not physically present but participates via Electronic Means of communication.

1.14 Electronic-Only Meeting

“Electronic-Only Meeting” means a Meeting in which all participants participate via Electronic Means.

1.15 Emergency / Extraordinary Meeting

“Emergency / Extraordinary Meeting” means a Meeting, held without written notice where there is insufficient time to provide notice of a Special Meeting, to deal with an Urgent Matter confronting the Municipality.

1.16 Local Board

“Local Board” means a Local Board as defined in the Municipal Act, and will include the Public Library Board and the Cemetery Board.

1.17 Mayor

“Mayor” means the Head of Council and includes the Deputy Mayor when acting in place of the Mayor.

1.18 Meeting

“Meeting” means a Meeting of Council, an Ad-Hoc Committee, an Advisory Committee or a Local Board where a Quorum of Members is present, and Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making.

1.19 Member

“Member” means a Member of Council, an Ad-Hoc Committee, an Advisory Committee or a Local Board, as the case may be.

1.20 Motion

“Motion” means a proposal moved by a Member and seconded by another Member, to authorize, direct, or take some action with respect to a matter that is being considered at a Meeting.

1.21 Motion to Amend

“Motion to Amend” means a Motion to vary the main Motion or a previous amending motion that is being considered at a Meeting.

1.22 Municipal Act

“*Municipal Act*” means the *Municipal Act*, 2001, S.O. c.25, as amended.

1.23 Municipality

“Municipality” means the Corporation of the Municipality of Whitestone.

1.24 Notice of Motion

“Notice of Motion” means an advance notice to Members regarding a matter on which Council will be asked to take a

1.25 Officer

“Officer” means a person, such as the Clerk, Treasurer, Chief Building Official, Fire Chief and Integrity Commissioner, who holds a position of responsibility with defined powers and duties prescribed by statute or by-law.

1.26 Order of Business

“Order of Business” means the sequence of business to be introduced and considered at a Meeting.

1.27 Point of Privilege

“Point of Privilege” means a concern about the honour, dignity, character, rights, or professionalism of a member of Council, staff, the public, or the dignity of Council.

1.28 Point of Procedure or Point of Order

“Point of Procedure/Order” means a statement made by a Member to the Chair when the Member believes there has been a contravention of the rules of order as laid out in the Procedural By-law.

1.29 Presentation

“Presentation” means information presented to Council, an Ad-Hoc Committee, an Advisory Committee or a Local Board, in person or through Video Conferencing, by an individual or group.

1.30 Quorum

“Quorum” means a majority of Members of Council, an Ad-Hoc Committee, an Advisory Committee or a Local Board.

1.31 Recorded Vote

“Recorded Vote” means a vote in Council, an Ad-Hoc Committee, an Advisory Committee or a Local Board where the names of the Members and their position in favour or against a Motion are recorded in the minutes.

1.32 Regular Council Meeting

“Regular Meeting” means a scheduled Council Meeting held at regular intervals in accordance with a Council-approved schedule of Meetings.

1.33 Staff Report

“Staff Report” means a written or oral report from the Chief Administrative Officer, Clerk, Department Heads or Staff which is approved to be placed on the agenda by the Chief Administrative Officer/ Clerk.

1.34 Resolution

“Resolution” means a Motion that has been approved by Council, an Ad-Hoc Committee, an Advisory Committee or a Local Board.

1.35 Special Council Meeting

“Special Council Meeting” means a separate Meeting of Council, held at a different time than a Regular Council meeting, as approved by Council and which is focused on one or more particular items or subjects.

1.36 Unfinished Business

“Unfinished Business” means matters listed in the Agenda which have not been dealt with in their entirety.

1.37 Urgent

“Urgent” means, for the purposes of calling an Emergency/Extraordinary meeting, a matter that is occurring or imminent, and if not brought forward immediately, could result in or cause:

- a) Danger to life, health or safety of individuals;
- b) Damage to property;
- c) An interruption of the essential services provided by the Municipality;
- d) Immediate and significant loss of revenue by the Municipality;
- e) Legal Issue; and/or
- f) Prejudice to the Municipality.

2. Roles and Responsibilities

2.1 Head of Council

Refer to *Municipal Act*, s.225

2.2 Substitution Head of Council

Refer to *Municipal Act*, s.226

2.3 Council

Refer to *Municipal Act*, s.224

2.4 Clerk

Refer to *Municipal Act*, s.228(1)

2.5 Staff

Refer to *Municipal Act*, s.227

2.6 Chief Administrative Officer

Refer to *Municipal Act*, s.229

2.7 Members of the Public:

- a) May attend Meetings or parts of meetings which are open to the public;
- b) Will follow the rules of order, polite conduct and decorum;
- c) May provide input and information to Council only at Meetings, or portions of Meetings specifically designed for public engagement and in a manner prescribed by Council (e.g. in writing, in person, electronic, etc.).

3. General Meeting Rules

3.1 Rules – to be observed at all times

The rules contained in this By-law will be observed at all Meetings of Council, and with appropriate modification as determined to be necessary at Advisory Committee meetings, Local Boards and Ad Hoc Committee / Task Force meetings.

3.2 Suspending Procedural By-law

- a) No provision of this Procedural By-law will be suspended except by a majority vote of Council for each incidence of suspension of the rules.
- b) The suspension will apply only to the procedure(s) or rule(s) which are stated within the motion to suspend and only during the meeting in which such motion was introduced.
- c) The following procedure(s) or rule(s) cannot be suspended:
 - i. No other business in Special Council meetings;
 - ii. Majority of members for quorum; and
 - iii. Rules or regulations set out by legislation

3.3 Mayor

The Mayor acts as the Chair for all Council Meetings. The Mayor may delegate their authority to Chair any meeting.

3.4 Absence of Mayor

In the absence of the Mayor or if the Mayor refuses to act or if the office is vacant the Deputy Mayor will Chair a Meeting of Council.

3.5 Absence of Deputy Mayor

If both the Mayor and the Deputy Mayor are unable to Chair a meeting, the Clerk will call the Meeting to order and Council will appoint an Acting Chair.

3.6 Meeting Location

Unless otherwise authorized by Council, all in person Meetings of Council will be held in the Dunchurch Community Centre located at 2199 Hwy 124, Dunchurch, ON. In the case of an emergency, an alternate location may be approved by the Mayor.

3.7 Clerk

A Clerk or designate must be present at all Council Meetings.

3.8 Quorum

Quorum must be present at all Council Meetings.

If Quorum is not present fifteen (15) minutes after the time appointed for the start of the meeting, the Meeting will be adjourned automatically until the next Regular Meeting or until a Special Meeting is called to deal with matters intended to be dealt with at the adjourned Meeting.

Minutes for the adjourned meeting will record the names of the Members present at the fifteen (15) minutes time limit and, where practical, these minutes will be included on the Agenda for the next Meeting or the next Meeting thereafter.

If at any time during a Meeting there is not Quorum, the Meeting will be recessed by the Chair until there is Quorum again or until the Chair adjourns the Meeting.

Quorum is required for every meeting and will be a majority of the members, except when a majority of Members have disclosed a conflict of interest with respect to a matter in accordance with the *Municipal Conflict of Interest Act* wherein the remaining number of Members present will be deemed to constitute Quorum, provided that such number is not less than two (2).

3.9 Minutes

It will be the responsibility of the Clerk to maintain accurate minutes of the Council meetings and to record in these minutes:

- a) the place, date and time of the Meeting,
- b) the names of the Council members present, and the number of visitors
- c) the correction, amendment and adoption of minutes,
- d) all other proceedings in sequence, without note or comment.

3.10 Audio / Video Conferencing

Where a Meeting has been advertised in the Meeting Agenda (posted on the website), the Municipality will make reasonable effort to provide for the audio and / or video recording of Meetings, except those Meetings or parts of Meetings identified as a Closed Meeting pursuant to the *Municipal Act*, whether such sessions are in the Dunchurch Community Centre or another location, at whatever level and type of recording is available.

If Audio / Video equipment is not functioning or becomes non-functional, the Meeting will be paused for fifteen (15) minutes to attempt to trouble shoot the problem. If the problem cannot be resolved, the Meeting will be

cancelled and rescheduled.

Where Council has made or provided for the audio and / or video recording of Meetings, the Clerk will make such audio and / or video recording available to the public as a link on the municipal website as soon as practical.

The official record of the proceedings of Council are the text-based minutes as approved by Council.

Notice will be posted on the Meeting Agenda and signage will be posted in the Dunchurch Community Centre advising deputations, presenters and the Public that the Meeting proceedings are being audio and/ or video recorded and will be made available on the municipal website. The Municipality assumes no liability for any recorded comments of the public, which may be construed, as false, defamatory or slanderous in nature.

3.11 Arriving Late/Leaving Early

If a Member arrives after a Meeting has started or leaves before the end of the Meeting, the Clerk will record in the minutes the time of arrival / departure. If a Member needs to leave before the end of a Meeting, they must inform the Chair and be excused. The best practice is to advise the Chair at the beginning of the Meeting that the Member needs to leave before the end of the Meeting.

3.12 Staff Attendance

Staff have a statutory duty to provide advice to Council. Staff and Officers will attend Meetings of Council when requested to do so by the Mayor or Chief Administrative Officer.

3.13 Declarations of Conflicts of Interest

Members are expected, at all times, to comply with their statutory obligations pursuant to the *Municipal Conflict of Interest Act*.

Where a Member has a conflict of interest and discloses that interest in accordance with Section 5 of the *Municipal Conflict of Interest Act*, the Member will:

- a) Provide a written statement of the interest and its general nature to the Clerk in accordance with **Schedule "A"** as may be amended from time to time;
- b) Leave the Council Meeting at their own discretion while the issue is considered unless the meeting is a Closed Meeting, in which case the Member will leave the meeting, and
- c) Take no steps to influence the decision in any way, either prior to, during or after the Meeting, even if the Member did not attend the Meeting where the matter was discussed.

Where the Chair of a meeting has declared a conflict of interest on a matter, the Chair will not preside over that portion of the meeting that deals with the

matter for which the conflict of interest was declared.

3.14 Rules of Debate

The Chair will preside over the Meeting, ensure good order and decorum, and rule on procedural questions.

All Agenda items to be discussed are to proceed by Motion unless indicated otherwise on the Agenda.

Each Motion requires a moving Member and a seconding Member. If no Member agrees to move or second the Motion the matter will not be subject to debate.

The Chair will read the Motion or question.

The mover has the first right of speaking on that Motion.

The seconder has the next right of speaking on the Motion after the mover has spoken.

After the mover and seconder have spoken, the Chair will canvas each remaining Member for their opinion on the Motion. Members may speak to a matter once they have been acknowledged by the Chair.

A Member will not speak a second time on a matter until all Members have been provided with an opportunity to speak, except:

- a) With permission of the Chair;
- b) If questioned by another Member;
- c) To explain comments which the Member believes have been misunderstood; or
- d) In the case of the mover of a Motion, in reply just before the Chair and after everyone else has spoken.

No Member, without permission of the Chair will speak to a matter or in reply for longer than five (5) minutes.

A Motion must be captured in writing and moved and seconded, before the Chair can put the question to a vote or before the Motion can be properly recorded in the minutes.

A Motion may be withdrawn at any time prior to the vote thereon with the consent of the majority of the Members present.

When a matter is being debated, no other Motion will be entertained other than a Motion:

- a) To refer the matter to a certain body;
- b) To amend the Motion;
- c) To defer the Motion;

- d) To adjourn the Meeting;
- e) That the vote be taken.

A Motion to refer or defer will be heard before any Motion or amendment, except a Motion to adjourn.

A Motion to defer must give a reason and a date to which the matter is deferred. Only the date of deferral is debatable.

A Motion that the vote be taken will not be entertained by the Chair until each of the Members has had an opportunity to speak on the matter at least once.

Once a Motion that the vote be taken is passed, the original Motion and any amendments will be voted upon without further debate.

3.15 Conduct and Decorum

Members are required to follow the Municipality's Code of Conduct.

No Member will:

- a) Speak disrespectfully;
- b) Engage in private conversation during the Council Meeting in such a manner as to interrupt the proceedings of Council;
- c) Speak on any subject other than the subject in debate;
- d) Speak in open Council about matters discussed in a Closed Meeting unless authorized by Council;
- e) Interrupt a Member who is speaking by speaking out, or making a noise or disturbance, except to raise a procedural question; and
- f) Disobey the procedural rules or the decisions of the Chair or of the Council or Committee.

At a Meeting, no person will:

- a) Speak disrespectfully;
- b) Use offensive words;
- c) Disobey the procedural rules or the decisions of the Chair or of the Council or Committee;
- d) Make any disruptive noise or disturbance; and
- e) Display signs or placards, applaud, engage in conversation or any other behaviour, which may disrupt debate.

Members of the public attending a Council meeting will respect the decorum of Council and refrain from outburst, shouting or behaviour intended to disrupt the debate, discussion and/or general proceedings of the Council meeting. The Chair has the authority to request that a member or members of the Public vacate the Municipal building if their behaviour is deemed to be disruptive to the business at hand. The Chair may unilaterally suspend the meeting, until order is restored or cancel the meeting.

Electronic devices must be silenced (including but not limited to cell phones, iPads, personal computers etc.) during a Meeting and must not be

used to disrupt a Meeting.

No persons, except Members or the Clerk may approach Members without permission from the Chair.

No person will speak aloud at a Meeting or address Members without first receiving permission from the Chair.

All remarks are to be addressed to the Chair. Members of the public will not routinely be recognized and permitted to speak during a debate. Members of the Public may be recognized:

- a) If the meeting is dealing with a matter where public input is routinely permitted or,
- b) Consent is given by a majority of Council.

Where a person (including a Member) has been warned about misconduct and has continued the conduct, the Chair may expel the person from the Meeting. If such person refuses to leave, the Chair may recess or adjourn the Meeting without any Motion to do so until such time as the person has left the Meeting room.

3.16 Questions during Debate

A Member may, through the Chair, ask a question arising out of a request or an explanation of the previous speaker's remarks.

A Member may, through the Chair, ask questions during the discussion on any item on the Agenda and ask questions on the item to any Staff or Consultant of the Municipality in attendance at the Meeting.

Any Member may, at any time during the debate, request that a Motion under discussion be read by the Chair. A Member may only make such a request once and may not interrupt another Member while they are speaking.

3.17 Points of Procedure (Order)

A Member may raise a Point of Procedure/Order with the Chair at any time whereupon the Chair will:

- a) Interrupt the matter under consideration
- b) Ask the member making/raising the Point of Procedure/Order to state the substance and basis of the Point of Procedure/Order
- c) Rule on the point of order immediately without debate by Council.

A Member may appeal the ruling of the Chair to Council. Council will then decide on the appeal, without debate, by way of a majority vote of the Members present.

If there is no appeal, the decision of the Chair is final.

3.18 Point of Privilege

A Member may raise a Point of Privilege with the Chair at any time if they

consider that their integrity, the integrity of Council, a member of staff or a member of the public has been impugned. Once the Point of Privilege is recognized by the Chair, the Chair will:

- a) Interrupt the matter under consideration;
- b) Ask the member raising the Point of Privilege to state the substance of and the basis for the Point of Privilege; and
- c) Rule on the Point of Privilege immediately without debate by Council.

A Member may appeal the ruling of the Chair to Council. Council will then decide on the appeal, without debate, by way of a majority vote of the Members present.

If there is no appeal, the decision of the Chair will be final.

Where the Chair considers that the integrity of any Municipal employee has been impugned or questioned, the Chair may permit staff to make a statement to Council.

3.19 Voting

General

Once the vote is called by the Chair, no Member will speak to any issue, ask any question or present any other Motion until the vote has been taken.

Voting will be by way of a “show of hands” in favour or against except when a Recorded Vote is requested. In the case where a Member is participating electronically, in the meeting per section 4.8, and no recorded vote has been requested, the Member will state their name and indicate orally to the Chair, their position on the matter.

If a Member present at a Meeting fails to, abstains or refuses to vote for reasons other than a conflict of interest, their vote will be counted as a vote against the Motion.

When the question under consideration contains multiple options / issues, the Motion may be split.

If there is a tie vote, the Motion will be defeated.

If during a non-recorded vote, a Member disagrees with the Chair’s results of the vote, the Member may object immediately to the Chair’s declaration and request a Recorded Vote be taken.

The Mayor or chair will vote on any motion while in the possession of the chair, however if the Mayor or chair wishes to propose a motion, he or she will step down and will not resume the chair until the vote is taken

Recorded Votes

All votes related to Land Use Planning Matters will be recorded votes.

A Member may request a Recorded Vote on any Motion. Such request may be made before, during or after the vote.

When a Recorded Vote is requested, the Clerk will call each Member's name in alphabetical order based on the following protocol:

- a) Commencing with the first recorded vote of any term of Council, the Member of Council whose name is first alphabetically and who is present at the meeting, will be called upon first by the Clerk, followed by the remainder of the Members in alphabetical order.
- b) In subsequent recorded votes for the Term of Council, the Clerk will start with the Member whose name is alphabetically next in line to the Member who was called upon to vote first, in the last recorded vote.
- c) Notwithstanding the alphabetical calling of names noted above, the Chair will vote last in a Recorded Vote.

After completion of a Recorded Vote, the Clerk will announce the result.

3.20 Corrections

A Motion or Resolution containing a minor grammatical or typographic error may be corrected by the Chair or the Clerk where the correction does not change the spirit and intent of the Motion or Resolution.

3.21 Amendments

- a) A "Motion Amendment" is a change to the question asked in the Motion;
- b) An "Amendment to an amendment" is a change to the proposed Motion Amendment;

The following rules will apply to amendments to Motions:

- a) Only one amendment (whether a Motion Amendment or an amendment to an amendment) can be presented at a time;
- b) The order of voting will be:
 - i. An amendment to an amendment will be voted upon;
 - ii. A Motion Amendment will be voted upon next; and
 - iii. The Motion, as amended, will finally be voted upon.

An amendment which substantially changes the Motion will not be permitted.

3.22 Voting – Reconsideration

When a Motion has been decided, any Member who voted with the majority may move for the Motion to be reconsidered.

The reconsidering of the Motion will be called the "Motion to Reconsider". Members who were not in the majority of the original vote, cannot move for a Motion to Reconsider.

Before a Motion to Reconsider is heard, the Motion to Reconsider must be added to a future Agenda. The Motion to Reconsider will only be added to

the Agenda upon Council's approval.

The process whereby a Motion to Reconsider is added to a future Agenda is set out below:

- a) A Member who voted in the majority will move for the Motion to Reconsider to be added to the Agenda;
- b) The Chair will ask the Member to affirm that they voted with the majority;
- c) The Chair will hold a vote whereby the Members will vote on whether to allow the Motion to Reconsider to be added to a future Agenda;
- d) A majority of members must agree to add the Motion to Reconsider to the Agenda;
- e) Once the Motion to Reconsider is added to an Agenda, the Motion to Reconsider follows the same process as all other Motions;
- f) No Motion will be reconsidered more than twice in the same calendar year;
- g) A Motion to Reconsider any decided matter will not operate to stop or delay an action on the decided matter;
- h) Debate on a motion to add a Motion to Reconsider to the Agenda must be confined to reasons for or against reconsidering the Motion.
- i) No Committee of Council or Local Board will reconsider any question decided by Council during the current term nor consider any other matter, which could involve a decision inconsistent with such Council decision, unless specifically authorized by Council.

3.23 Voting on By-laws

Every proposed By-law will be introduced with a motion.

Unless otherwise requested, each By-law proposed for adoption will be passed in a single motion.

Each By-law read before Council will be recorded by the Clerk and, upon adoption, and as soon as practical will be signed by the Chair and the Clerk and the Corporate Seal will be added as soon as possible thereafter.

A By-law will be passed only at a Regular Council Meeting (or a reconvened Regular Meeting that had been properly adjourned to a specific time) or a Special Meeting that, when called, cites the consideration and passing of the By-law as one of its purposes.

Confirmatory By-law

Council will enact a By-law to confirm all actions taken by Council at each meeting.

4. Meetings

4.1 First Meeting of Newly Elected Council

The First Meeting of the newly elected Council after a regular election will be held on a date and time as determined by the Mayor elect and the Clerk.

At the First Meeting, the Clerk will administer the declarations of office and

oaths of allegiance.

No business will be conducted at the First Meeting until the declarations of office and oaths of allegiance have been administered to Members.

4.2 Regular Meetings

4.2.1 Time and Place

Regular Council Meetings will be held at the Dunchurch Community Centre and/or via videoconferencing unless approved otherwise by Council majority.

4.2.2 Election Year

Following a regular election, Council will meet only as is deemed necessary by the Mayor (Head of Council) and the Clerk, until the new term of Council takes effect.

4.3 Special Meetings

4.3.1 A Special Meeting is a Meeting that is called for a specific time and for a specific purpose to deal with matters that must be dealt with before the next Regular Meeting.

The only business to be dealt with at a Special Meeting is that which is listed in the Notice of Meeting.

The Clerk will advertise the Special Meeting to the Public.

4.3.2 The Head of Council may, at any time, call a Special Meeting by requesting the Clerk to provide a notice of the Meeting to Members and the public forty-eight (48) hours before the Meeting.

Upon receipt of a petition from the majority of Council, the Clerk will call a Special Meeting by providing a Notice of Meeting to Members and the Public forty-eight (48) hours before the Special Meeting.

4.3.3 Special Meetings may be open or closed, depending on the business of the Special Meeting, as provided in the *Municipal Act*.

4.4 Public Meetings

4.4.1 Public meetings will be held on a matter where directed by Council, Municipal By-law or statute. Statutory Public Meetings will be undertaken in accordance with the governing statute or as otherwise directed by law.

4.4.2 The purpose of a Public Meeting is to hear input from the public on a particular matter. Accordingly, Members will not enter into debate or discussion of the matter during the Public Meeting; however, Members may ask questions for clarification.

4.4.3 Each person speaking at a Public Meeting will be asked to provide their name prior to providing comments, and will also be invited to provide their name and address or email address in writing to the Clerk in order that future notice of the matter may be provided.

4.4.4 Where the Public Meeting is held as part of a Council Meeting, the minutes of the Council Meeting will include the minutes of the Public Meeting.

4.5 Emergency / Extraordinary Meetings

4.5.1 An Emergency / Extraordinary Meeting may be called by the Head of Council and/or the Clerk, without written notice, to deal with an urgent matter.

4.5.2 The Clerk will notify all Members and the appropriate staff about the Emergency / Extraordinary Meeting in the most expedient manner available and as soon as possible. The Clerk will advertise the Emergency / Extraordinary Meeting to the Public.

4.5.3 Only business directly related to the urgent matter will be dealt with at the Emergency / Extraordinary Meeting.

4.6 Closed Meetings

4.6.1 A Closed Meeting is a Meeting, or a portion of a Meeting, that is not open to the Public pursuant to Section 239 of the Municipal Act.

4.6.2 No Member, Officer or employee will disclose the subject matter, deliberations, materials or documents of a Closed Meeting, unless expressly authorized to do so by Council.

4.6.3 Prior to moving to the Closed Meeting for one or more of the reasons, the Council, Committee, or Local Board will pass a Resolution in open session stating:

- a) The fact that the Council, Committee, or Local Board is convening into a Closed Meeting;
- b) The general nature of its subject-matter and subsection under which it is to be closed.
- c) If closed under Section 239 (3.1), the Resolution must also note that it is closed under that subsection and the conditions that are to be satisfied per this section of the Act.

4.6.4 Permitted Closed Meetings

A Meeting may be closed where the matter to be discussed is, as prescribed in Section 239(2) of the *Municipal Act*, as follows:

- a) The security of the property of the Municipality or Local Board;
- b) Personal matters about an identifiable individual, including municipal or Local Board employees;
- c) A proposed or pending acquisition or disposition of land by

- the Municipality or Local Board;
- d) Labour relations or employee negotiations;
 - e) Litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or Local Board;
 - f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - g) A matter in respect of which a council, board, committee or other body may hold a Closed Meeting under another *Act*;
 - h) Information explicitly supplied in confidence to the Municipality or Local Board by Canada, a province or territory or a Crown agency or any of them;
 - i) A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the Municipality or Local Board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - j) A trade secret or scientific, technical, commercial or financial information that belongs to the Municipality or Local Board and has monetary value or potential monetary value; or
 - k) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality or Local Board.

4.6.5 Educational or training sessions

A meeting of a council or local board or of a committee of either of them may be closed to the Public if the following conditions are both satisfied:

- a) The meeting is held for the purpose of educating or training the members.
- b) At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

4.6.6 Mandatory Closed Meetings

A Meeting must be closed if the subject matter being considered is, as detailed in Section 239(3) of the *Municipal Act*, as follows:

- a) A request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the Council, Board, Commission or other body is the head of an institution for the purposes of that *Act*;
- b) An ongoing investigation respecting a Municipality, a Local Board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in Subsection 223.13(1) of the *Municipal Act*, or the Investigator referred to in Subsection 239.2(1) of the *Municipal Act*.

A Meeting must be closed if the subject matter being considered is a harassment, complaint or investigation, pursuant to the *Occupational Health and Safety Act*.

4.7 Cancelled Meetings

4.7.1 A Meeting may be cancelled by the Mayor, in consultation with the Clerk, in the following instances:

- a) Quorum cannot be achieved;
- b) By Council Resolution;
- c) In the event of an unforeseen, significant event; or
- d) The Meeting is no longer required.

4.7.2 For the purposes of Section 4.7.1 c) an unforeseen, significant event includes, but is not limited to, the following:

- a) Safety concern for participants in the Meeting, including Members and the public (e.g. snow storm, closing of highways);
- b) Loss of heat, electricity or water;
- c) Clerk / Deputy Clerk's inability to attend;
- d) A state of emergency;
- e) The inability of a required participant to attend; and/or
- f) The Meeting becomes redundant.

4.7.3 The Clerk will notify all Members and the appropriate staff about the cancelled Meeting in the most expedient manner available and as soon as possible. The Clerk will advertise to the Public that the Meeting has been cancelled.

4.8 Electronic Meetings

4.8.1 Participation in Electronic Meetings

Notwithstanding any other provision of this By-Law, one or more members of Council or of a local board or committee may participate remotely in any regular or special meeting, that is either open or closed to the Public, by Electronic Means where the facilities necessary for them to do so are operational.

4.8.2 Voting in Electronic Meetings. Refer to Section 3.19.

4.8.3 Members may participate in Meetings by Electronic Means subject to the following:

- a) Notification of intent to participate in a Meeting by Electronic Means will be given to the Clerk in writing as soon as practical;
- b) If an electronic-Only Meeting is specifically scheduled (Video Conferencing or telephone only) and is advertised in the Notice of Meeting and/or is noted as such in the Council approved Schedule of meetings or is an Emergency / Extraordinary Meeting, item (a) does not apply.

4.8.4 A Member participating in a Meeting by Electronic means will be considered to be present at such Meeting and will be counted

towards quorum.

4.8.5 The Chair must be present in person at an Open Session Council Meeting unless the Meeting is an Electronic-Only meeting.

4.8.6 The following practices will be followed when a Member participates in a Meeting by Electronic Means:

- a) Each Member participating in a Meeting by Electronic Means will be available at least five (5) minutes before the beginning of the Meeting to assist staff in establishing the electronic audio / video connection.
- b) Each Member participating by Electronic Means will attempt to mute their electronic device when they are not speaking.
- c) The Chair will attempt to canvass Members participating by Electronic Means about their intention to speak to a matter on the floor and will notify each Member when it is their turn to speak.
- d) Each Member participating by Electronic Means will inform the Chair of their intention to leave the Meeting either on a temporary or permanent basis.
- e) A Member participating by Electronic Means will be deemed to have left the Meeting when they are no longer electronically connected to the meeting.
- f) In the case of a loss of connection, or any connection issues which impedes the ability of a member to participate in the Meeting in real time, the Meeting may halt for up to ten (10) minutes to allow the Member to re-join the meeting, at which time the Meeting will continue; or alternatively, if the Member is not able to re-join the Meeting after ten (10) minutes have elapsed, the Meeting will continue without the disconnected participant so long as quorum exists.

4.8.7 Protocol for Electronic Meetings Closed to the Public

Members and participants by Electronic Means in meetings that are closed to the public will ensure that they are situated in a location such that others not permitted to participate in the closed session meeting are unable to hear or see any and all proceedings of the closed session Meeting.

There will be no limit to the number of Members participating by Electronic Means in a closed session Meeting or an Emergency or Special Meeting that is called specifically to be an Electronic Meeting.

5. Notice of Meetings

5.1 Annual Schedule of Meetings

5.1.1 The Clerk will, no later than November 30th of each calendar year,

submit a schedule of the upcoming Regular Meetings for the next calendar year for consideration and adoption by Council.

- 5.1.2** The Clerk will post on the municipal website the above referenced Council approved meeting schedule. This posting will constitute notice to the public of the Meetings.
- 5.1.3** The Clerk may amend the schedule from time to time with the direction of Council to reflect scheduling conflicts, holidays and other considerations. The amendments will be posted on the municipal website after the amendments are made and the amended schedule will be considered to constitute the notice of meetings noted therein.
- 5.1.4** Where a statute or the Notice By-law requires notice to be published, the notice will also be posted on the municipal website.
- 5.1.5** Nothing in this Procedural By-law prevents the Clerk from using more comprehensive methods of notice or providing for a longer notice period.
- 5.1.6** Lack of receipt of notice or failure to comply with the notice provisions of this Procedure By-law will not invalidate the Meeting or any decisions of Council or the Committee made at the Meeting.

6. Agenda

6.1 Regular Council Meeting Agenda

- 6.1.1** It is the duty of the Clerk to prepare the Agenda for all Meetings, in consultation with the Mayor and Deputy Mayor. Where there is a dispute about including or excluding an item from the Agenda, the question would come before Council as a whole for a decision on the matter.
- 6.1.2** All Council Agendas will be prepared by the Clerk in writing and Regular Council meetings (with the exception of Regular Closed Session Council meetings) will generally be in accordance with the Schedule “**B**”. Other meeting Agendas will be adapted by the Clerk as determined to be appropriate for the intended meeting.
- 6.1.3** The Council Meeting will consider the items to be dealt with in accordance with the order that is set out in the Agenda unless otherwise approved by Council.
- 6.1.4** Items on the Agenda, but not dealt with at the Meeting, will be placed on the next Regular Meeting agenda under “Business Matters from Previous Meeting, and will be heard before any new Business Matters” unless sent to a subsequent Meeting by Resolution of Council.

- 6.1.5** If a Member wishes to add an item that is not otherwise on the Agenda the following procedure will be followed.
- a) When Council is considering approval of the Meeting Agenda, the Member will advise Council of the item.
 - b) A Resolution of Council will be required to have the item considered and added to the Agenda.
- 6.1.6** All items to be included on the Agenda will be provided to the Clerk by Members, staff or the public (correspondence) ten (10) business days preceding the regularly scheduled Council meeting at which the item is intended for discussion.
- 6.1.7** Reports to Council will be in the standard format set out by the Chief Administrative Officer as may be amended from time to time.
- 6.1.8** Any member may have an item placed on the Agenda, by submitting in writing the item to be placed on the Agenda to the Clerk with sufficient details including documents which are intended to be included in the agenda package, as well as details of an intended motion (if any), ten (10) business days preceding the Council meeting at which the item is intended for discussion.
- 6.1.9** Any member may have a Notice of Motion placed on the Agenda, by submitting in writing the motion, with sufficient details including documents which are intended to be included in the agenda package, as well as details of the intended motion (if any), ten (10) business days preceding the Council meeting at which the item is intended for discussion.

6.1.10 Delegations

Individuals or Bodies wishing to have a matter placed on the Agenda, as a presentation or delegation, will provide the Clerk with a completed form as shown in **Schedule “C”** no later than eleven (11) business days, preceding the regularly scheduled Council meeting at which the presentation or delegation is intended to be received.

Delegations will be limited to ten (10) minutes in length per delegation (if there are two speakers on the same matter, five minutes per speaker) and to avoid repetition, any deputation on behalf of an organization, including any corporation, association or on behalf of any group, will be made by no more than two (2) representatives. Notwithstanding this, Council may extend the time of the deputation upon a majority vote of Council in the affirmative.

For any given Regular Council Meeting, a maximum of two (2) ten (10) minute delegations may be scheduled.

Upon completion of the presentation and comments to Council by a deputation, any discourse between Members of Council and the

deputation will be limited to Members asking questions for clarification and obtaining additional, relevant information only. Members and delegants will not enter into debate.

Notice to Delegants and to the Public:

Delegants and the public are advised that Council and Committee Meetings are open to the public and that there is no legal protection or other privilege in relation to any statements that are made in this forum. This means that anything said would be subject to the normal laws of defamation.

Any person who reads from a prepared statement during a deputation to Council will provide a copy of said document to the Clerk at the conclusion of the delegation for the Municipality's records.

Any requests and/or enquiries before Council for consideration may be referred, at the discretion of Council, to a Committee of Council and/or staff for response thereto.

6.1.11 Petitions

Petitions will be signed by the subscribers and presented to Council by an appointed representative who has knowledge of the information stated therein.

6.1.12 The Mayor, Deputy Mayor and/or Clerk may decline to add items and / or Reports to an Agenda. Reasons to decline include, but are limited to the following:

- a) More time is required to prepare the Staff Reports for Council;
- b) The Meeting Agenda is already too lengthy;
- c) The Delegation Request Form was incomplete or not submitted by the appropriate deadline;
- d) The subject matter of the Delegation is outside the jurisdiction of Council;
- e) The subject matter is with respect to a matter that should be discussed in a Closed Meeting;
- f) The subject matter is set to be discussed on another Agenda;
- g) The issue is frivolous or vexatious;
- h) The issue has been or is to be considered by the Committee of Adjustment;
- i) Council has previously considered or decided the issue and a Delegation has appeared before Council with respect to the same issue and / or no new information is being presented;
- j) Council previously indicated that it will not hear further from this Delegation; or
- k) The issue should be referred to the appropriate department for action.

6.1.13 Correspondence

All correspondence requiring the direction of Council or Committee will:

- a) Be legibly written or printed;
- b) Include contact information for at least one person; and
- c) Be filed with the Clerk for inclusion of a Meeting Agenda.

Personal information (e-mail address, civic address, phone number) will be redacted from the public record and only the name as shown on the correspondence will be included in the public record.

Correspondence may be withheld from an Agenda if it is considered to be inappropriate or offensive in nature.

The Clerk may include correspondence of interest to members of Council including but not limited to resolutions received by the Clerk from other Municipalities that may have context and interest for the Municipality of Whitestone.

6.1.14 Consent Agenda

A portion of the Agenda, titled "Consent Agenda", may consist of items that do not require separate discussion, including, but not limited to: routine Staff reports; Committee and Board minutes for receipt, and the unfinished business listing.

All of the items listed on the Consent Agenda will be the subject of one motion, unless a Member requests that any item(s) in the consent motion be voted on separately.

6.1.15 Question Period

- a) A Question Period may take place during Regular Meetings as determined by Council and will generally be limited to a maximum of fifteen minutes;
- b) When called upon by the Chair, the questioner will identify themselves by name and address the question to the Chair;
- c) Questions may be responded to with a brief response from the Chair, or other Council members or staff. The Chair and Council reserves the right to defer any question if they are not able to answer it at the meeting;
- d) Questions may only be asked in respect of matters within Council's purview and jurisdiction;
- e) The Chair may terminate the question period or an individual's question(s) at any time the Chair deems it necessary with the consent of the majority of Council;
- f) Members of Council will each have the ability to ask questions or comment on a topic.

6.1.16 The Agenda package will be made available to the Public on the Municipal website four (4) business days preceding the Regular Council Meeting.

Hard-copy Agenda packages will be available to the public either at the Municipal Office or in various locations in established 'boxes' by no later than the end of the working day four (4) business days preceding the Regular Council Meeting.

Agenda packages will be provided electronically to Members five (5) business days preceding the Regular Council Meeting (generally by the end of the work day).

Hard-copy Agenda packages will be available to Members four (4) business days preceding the Regular Council Meeting.

Agenda packages will include correspondence, minutes, reports and information necessary for the business of the Agenda.

The Clerk's Office will have the draft motions made available to Council by one (1) business day after releasing the agenda package to Council electronically, unless extraordinary circumstances require additional time.

6.1.17 If an addendum or supplementary Council Agenda item is necessary, it will be prepared by the Clerk and be circulated to Members via email no later than 4:00 p.m. on the business day preceding the Council Meeting.

Further items will not be considered for the addendum or supplementary Agenda unless they are of an urgent nature that requires a decision prior to the next Council Meeting.

6.2 Other Meeting Agenda (Special or Emergency/Extraordinary)

6.2.1 The Clerk will prepare an Agenda with supporting materials, for Meetings other than Regular Meetings, in accordance with the business to be addressed.

Agenda packages will include reports and information necessary for the business of the agenda.

The Clerk's Office will have the draft motions made available to Council by one (1) business day after releasing the agenda package to Council electronically, unless extraordinary circumstances require additional time.

6.3 Closed Meeting Agenda

6.3.1 Members will not share Closed Session Agendas, including all Agenda Package materials, to anyone who does not have approval to view or have access to the materials.

Agenda packages will include correspondence, minutes, reports and information necessary for the business of the agenda.

The Clerk's Office will have the draft motions made available to Council by one (1) business day after releasing the agenda package to Council electronically, unless extraordinary circumstances require additional time.

6.4 Adjournment

6.4.1 A Motion to adjourn a Meeting will be considered at any time except the following:

- a) When another Member has been recognized by the Chair and is speaking on a matter; or
- b) During the taking of a vote.

6.4.2 If a Motion to adjourn is defeated, the moving Member may not bring another Motion to adjourn until the Agenda is completed.

6.5 Curfew

6.5.1 Evening meetings (commencing 4:00 p.m. or later)

No item of business may be dealt with at a Council meeting after three and a half (3.5) 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.

6.5.2 Daytime meetings (commencing prior to 4:00 p.m.)

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.

7. By-law Amendment

Any provision contained in this By-law may be repealed, amended or varied and additions may be made to this By-law by a majority vote of Council, provided that no Motion for that purpose may be considered unless notice thereof has been given by placing the proposed amendment on a Council Meeting Agenda.

End

Schedule "A"
to By-law No. xx-2023 Procedural By-law



**DECLARATION OF INTEREST
MUNICIPAL CONFLICT OF INTEREST ACT**

Regular Council Meeting Special Council Meeting

DATE OF MEETING: _____

DECLARATION

I, _____, declare a direct / indirect pecuniary interest on

Agenda Item No.: _____ Item Title: _____

for the following reason:

Signature of Member

Duty of Member

When present at meeting at which matter considered

5 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member,

- (a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
- (b) shall not take part in the discussion of, or vote on any question in respect of the matter; and
- (c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question. R.S.O. 1990, c. M.50, s. 5 (1).

Where member to leave closed meeting

(2) Where the meeting referred to in subsection (1) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration. R.S.O. 1990, c. M.50, s. 5 (2).

Written statement re disclosure

5.1 At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be. 2017, c. 10, Sched. 3, s. 4.

For an "indirect pecuniary interest" see Section 2 of the Municipal Conflict of Interest Act.

For a "deemed" direct or indirect pecuniary interest see Section 3 of the Municipal Conflict of Interest Act.

CLERKS ACKNOWLEDGEMENT

Received on _____ by _____

Signature of Clerk or Designate

Schedule “B”
to By-law No. xx-2023 Procedural By-law
REGULAR COUNCIL MEETING AGENDA HEADINGS

1. Call to Order and Roll Call

National Anthem

Indigenous Land Acknowledgement Statement

2. Disclosure of Pecuniary Interest

3. Approval of Agenda

4. Presentations and Delegations

5. Committee of the Whole

6. Public Meeting

7. Consent Agenda

8. Accounts Payable

9. Staff Reports

10. By-Laws

11. Business Matters

12. Correspondence

13. Councillor Items

14. Questions from the Public

15. Closed Session

16. Confirming By-law

17. Adjournment



Schedule "C" to By-law No. xx-2023 Procedural By-law

Delegation Request Form

A Delegation is an opportunity to appear before Council as a Delegation to present information verbally on matters of fact or make a request of the Council. Please refer to page 2 of this form for further information regarding engaging Council through a Delegation.

Completed Forms shall be submitted to the CAO/Clerk and can be dropped off or mailed to the Municipality of Whitestone, 21 Church Street, Dunchurch, ON P0A 1G0; faxed to 705-389-1855 or emailed to info@whitestone.ca.

Forms are to be submitted eleven (11) business days prior to the meeting at which the presentation or delegation is intended to be received

Delegate Information (PLEASE PRINT):

Last Name:

First Name:

Street Number:

Street Name:

Town/City:

Postal Code:

E-mail Address:

Contact Number:

Proposed Meeting Date Requested: _____ Alternate Meeting Date Requested: _____

Purpose of the Delegation:

Background Material Attached:

Power Point Presentation: Yes No Handouts for meeting: Yes No

Personal information contained on this form is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act*, and will be used for the purpose of providing correspondence relating to matters before Council.

Please note that all meetings are open to the public except where permitted to be closed under legislated authority. Council meetings are audio and video recorded and posted on the Municipality's website. Questions about this collection should be forwarded to the Municipal Freedom of Information Coordinator at 705-389-2466.

Signature: _____

Date: _____

APPROVAL:

Council Meeting Date: _____

CAO/Clerk Signature: _____

Date: _____

Engaging Council through a Delegation

Council welcomes and encourages public input. A person may appear before Council as a Delegation to present information verbally on matters of fact or make a request of the Council

What Rules of Procedure do I keep in mind up to and during the meeting?

1. Delegations should be factual, stating why one is speaking in favor or against a particular matter.
2. All delegations should be limited to a maximum of 10 minutes unless permitted otherwise.
3. Where there are numerous presenters (from an association, a club, a family, a neighborhood, etc.) on the same matter they are encouraged to select one spokesperson to present their information.
4. The meeting Chairperson (Mayor/Chair) may curtail any presenter for disorder or any other breach of the Procedural By-Law. Once the Mayor/Chair rules that the delegation is concluded, the person or persons appearing shall withdraw. Failure to withdraw or to engage in behavior that is inappropriate can result in the Mayor/Chair requesting the person(s) to vacate the premises (see Code of Conduct below).
5. There will be no debate during any delegation. Presenters should be prepared to answer questions from members of Council at the end of the deputation/ presentation. Presentations are not a question and answer period. Questions to Council should be sent separately in writing for consideration.
6. Subsequent presentations on the same topic by the same person, or groups will be accepted, but will be limited to the submission of new information only.

What is meant by a “Code of Conduct”?

No Deputant(s) (or Member of the Public) shall:

- a. Speak without first being recognized by the Mayor/Chair.
- b. Speak disrespectfully of any person.
- c. Use offensive words, gestures or make abusive comments.
- d. Use signage, placards or banners in the meeting unless previously approved.
- e. Speak on any subject other than the subject stated in their request for delegation.
- f. Enter into cross debate with other deputations/presenters, administration, Council members or the Mayor/Chair or the attending public.
- g. Disobey the Rules of Procedure or decisions of the Council.
- h. Engage in any activity or behavior that would affect the deliberations.
- i. Bring food into the meeting unless permitted.
- j. Allow any electrical/electronic device (cell phones, iPods, etc.) to ring, play or operate to a point of disrupting the proceedings.

The Petition Approach

What is a “Petition”?

A written application from a person or persons to some governing body or public official asking that some authority be exercised to grant relief, favors, or privileges.

How do I prepare a petition?

The purpose of the petition must be clearly and factually stated, including the remedy sought from Council or the appropriate Committee; and

1. Include the name, civic address, and either telephone number or email address of the petition creator; and
2. Include the names, civic address, and date of signing of everyone who signs the petition; and
3. Include the date the petition was started.

All information contained in a petition is deemed to be public information, including the names and addresses of those signing the petition.

How do I present a Petition?

A petition may be presented at the time of your delegation appearance at the Council, or separately addressed to the Mayor and Members of Council. In the latter situation it should be given to the CAO/Clerk provide the petition to Council in a timely fashion for deliberations at a Regular Council meeting. The originator of the petition will be contacted by Municipal Staff as to when the petition's subject matter will appear in front of Council.

CONSENT AGENDA



**Regular Council Meeting Minutes
Tuesday, November 21, 2023, 4:00 p.m.
Zoom Video Conferencing**

Present: Mayor George Comrie
Councillor Janice Bray
Councillor Joe Lamb
Councillor Brian Woods

Regrets: Councillor Scott Nash

Staff: Michelle Hendry, CAO/Clerk
David Creasor, Manager Public Works (6:30 p.m. to 8:30 p.m.)
Bob Whitman, Fire Chief

Invited Guest: Katrina Krievins, Aquatic Conservation Programs Coordinator
(via Zoom, 6:30 p.m. to 7:00 p.m.)

Consultants: John Jackson, Planner (6:30 to 7:20 p.m.)

Other Guests: 6 - via Zoom video or telephone

1. Roll Call and Call to Order 6:37 p.m.

2. Disclosure of Pecuniary Interest
Mayor Comrie requested that any pecuniary interest be declared for the record. None was declared.

3. Approval of the Agenda

Resolution No. 2023-543

Moved by: Councillor Joe Lamb

Seconded by: Councillor Janice Bray

WHEREAS the Members of Council have been presented with an Agenda for the November 21, 2023 Regular Council meeting;

BE IT RESOLVED THAT the Agenda for this meeting be adopted as presented.

Recorded Vote:

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

4. Presentations and Delegations – None

5. Committee of the Whole

Move into Committee of the Whole

Resolution No. 2023-544

Moved by: Councillor Brian Woods

Seconded by: Councillor Joe Lamb

THAT the Council of the Municipality of Whitestone move into Committee of the Whole at 6:43 p.m.

Recorded Vote:

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

Carried

5.1 2023 Benthic Monitoring Presentation

Georgian Bay Mnidoo Gamii Biosphere
2023 Whitestone Aquatic Environmental Report - Lorimer, WahWashKesh and
Whitestone Lakes

5.2 Planning Matters

5.2.1 Consent Application B04/2023(W), STIBLER, Olive

- Memorandum from John Jackson, Planner dated October 31, 2023

Reconvene into Regular Meeting

Resolution No. 2023-545

Moved by: Councillor Joe Lamb

Seconded by: Councillor Janice Bray

THAT the Council of the Municipality of Whitestone reconvene into the Regular Meeting at 7:21 p.m.

Recorded Vote:

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

Carried

Matters Arising from Committee of the Whole

Resolution No. 2023-546

Moved by: Councillor Janice Bray

Seconded by: Councillor Brian Woods

5.1 **2023 Benthic Monitoring Presentation**

Georgian Bay Mnidoo Gamii Biosphere
2023 Whitestone Aquatic Environmental Report - Lorimer, WahWashKesh and
Whitestone Lakes

THAT the presentation from Georgian Bay Mnidoo Gamii Biosphere -
2023 Whitestone Aquatic Environmental Report - Lorimer, WahWashKesh and
Whitestone Lakes, be received for information.

Recorded Vote:

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

Carried

Resolution No. 2023-547

Moved by: Councillor Brian Woods

Seconded by: Councillor Joe Lamb

5.2 **Planning Matters**

5.2.1 Consent Application B04/2023(W), STIBLER, Olive
Memorandum from John Jackson, Planner dated October 31, 2023

WHEREAS John Jackson, Planner Inc., has prepared a report for the
Parry Sound Area Planning Board regarding Consent Application
B04/2023(W) – STIBLER, Olive 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 the right of way lots be assigned the correct 911 addressing from the Municipality;
2. That payment of all applicable planning fees be made to the Municipality of Whitestone.

Recorded Vote:

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

Carried

6. Public Meeting - None

7. Consent Agenda

Resolution No. 2023-548

Moved by: Councillor Janice Bray

Seconded by: Councillor Brian Woods

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 for Tuesday, November 7, 2023
- 7.1.2 Regular Closed Session Meeting Minutes for Thursday, November 9, 2023
- 7.1.3 Whitestone Environmental Stewardship Committee Meeting Minutes for October 23, 2023

7.2 Unfinished Business (listed on page 4 of the November 21, 2023 Council Meeting Agenda)

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

- Regular Council Meeting Minutes for Tuesday, November 7, 2023; and
- Regular Council Closed Session Meeting Minutes for Thursday November 9, 2023

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

- Whitestone Environmental Stewardship Committee Meeting Minutes for October 23, 2023; and
- The Unfinished Business listing contained in the Consent Agenda dated November 21, 2023.

Recorded Vote:

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

Carried

Matters Arising from Consent Agenda – None

8. Accounts Payable

Resolution No. 2023-549

Moved by: Councillor Brian Woods

Seconded by: Councillor Janice Bray

8.1 Accounts Payable

THAT the Council of the Municipality of Whitestone receive for information the Accounts Payable listing in the amount of \$58,586.27 for the period ending November 16, 2023.

Recorded Vote:

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

Carried

9. Staff Reports - None

10. By-laws

Resolution No. 2023-550

Moved by: Councillor Brian Woods

Seconded by: Councillor Joe Lamb

10.1 By-law No. 72-2023, being a By-law to authorize an agreement between the Corporation of the Municipality of Whitestone and Ornge.

THAT By-law No. 72-2023, being a By-law to authorize an agreement between the Corporation of the Municipality of Whitestone and Ornge, which sets out the terms and conditions of the use, operation and maintenance of the Helipad, surrounding area and easement, and to repeal By-law 09-2020

AND FURTHER Read a Third time, Passed and properly Signed and Sealed this 21st day of November, 2023 and numbered By-law No. 72-2023.

Motion to Defer

Recorded Vote:

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

Carried (Motion Deferred)

11. Business Matters

Resolution No. 2023-551

Moved by: Councillor Joe Lamb

Seconded by: Councillor Janice Bray

- 11.1 West Parry Sound Economic Development Collaborative
Correspondence dated November 10, 2023 from Steering Committee Chair, John Fior and Steering Committee Vice Chair, Clayton Harris

THAT the Council of the Municipality of Whitestone receive for information the correspondence from the West Parry Sound Economic Development Collaborative dated November 10, 2023; and

THAT the Council of the Municipality of Whitestone supports moving forward with the development of a Strategic Plan for the West Parry Sound Economic Development Collaborative; and

THAT once the Strategic Plan is finalized, Council will determine their interest in supporting the vision and their desire to invest in a collaborative approach to economic development in West Parry Sound.

Recorded Vote:

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

Carried

Resolution No. 2023-552

Moved by: Councillor Joe Lamb

Seconded by: Councillor Brian Woods

- 11.1 Electric Vehicle ChargeOn funding program – Memorandum from Manager of Public Works, David Creasor dated November 15, 2023

THAT the Council of the Municipality of Whitestone receive for information the Memorandum from Manager of Public Works, David Creasor dated November 15, 2023 regarding the Electric Vehicle ChargeOn funding program; an

THAT Council directs staff to prepare an application for one (1) Level 3 port and one (1) Level 2 port in Dunchurch at 2125 Highway 124, Dunchurch, ON.

Recorded Vote:

	YEAS	NAYS	ABSTAIN
Councillor, Janice Bray	X		
Councillor, Joe Lamb	X		

Councillor, Brian Woods X
Mayor, George Comrie X

Carried

Resolution No. 2023-553

Moved by: Councillor Joe Lamb

Seconded by: Councillor Brian Woods

11.1 Ombudsman’s Office – Correspondence dated November 14, 2023 regarding interview requests

THAT the Council of the Municipality of Whitestone receive for information; Ombudsman’s Office, Correspondence dated November 14, 2023 regarding interview requests; and

THAT Council requests the COA-Clerk to contact the Ombudsman’s office and request specific details of their questions in advance of any interviews.

Recorded Vote:

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

Carried

Resolution No. 2023-554

Moved by: Councillor Brian Woods

Seconded by: Councillor Joe Lamb

11.1 Good Roads Association – 2024 Annual Conference

THAT the Council of the Municipality of Whitestone receive for information Goods Roads Association – 2024 Annual Conference information; and

The following staff / members of Council are approved for attendance at the Conference:

Motion to Defer

Recorded Vote:

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

Carried (Motion Deferred)

12. Correspondence

Resolution No. 2023-555

Moved by: Councillor Brian Woods
Seconded by: Councillor Janice Bray

WHEREAS the Council of the Municipality of Whitestone has reviewed the Correspondence Items as listed on page 7 of the November 21, 2023 Council agenda;

NOW THEREFORE BE IT RESOLVED THAT Council receive the correspondence items for information, with the following extracted for further discussion/action:

None

Recorded Vote:

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

Carried

13. Councillor Items - None

14. Questions from the Public - None

15. Confirming By-law

Resolution No. 2023-556

Moved by: Councillor Janice Bray
Seconded by: Councillor Joe Lamb

THAT By-law No. 73-2023 Being the Confirmatory By-law for the Regular Council meeting of Tuesday, November 21, 2023, be given a First, Second, Third and final reading and is passed as of this date.

Recorded Vote:

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

Carried

16. Adjournment

Resolution No. 2023-557

Moved by: Councillor Brian Woods
Seconded by: Councillor Joe Lamb

WHEREAS the business of this Meeting has concluded;

NOW THEREFORE BE IT RESOLVED THAT this meeting be adjourned at 8:54 p.m. until the Regular Council meeting of Tuesday, December 12, 2023 at 4:00 p.m. or at the call of the chair.

Recorded Vote:

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

Carried

George Comrie Mayor

Michelle Hendry CAO/Clerk

DRAFT



**DRAFT Minutes of the Whitestone Thrift Shop Committee
meeting held on Tuesday, November 22, 2023 at 1:00 p.m.
at the Dunchuch Community Centre**

Present: Joanne Avery
Ingrid Brooks
Deanna Campbell
Fay Clelland
Colleen Clelland
Josh Davis
Pam Galloway (Secretary / Treasurer)
Julie Hozian
Carol Jackson
Joe Lamb, Councillor
Jane Lockwood
Julie Porchak
Sheila Wesley
Peggi Woehl (Chairperson)

Regrets: Charmaine Craig
Elizabeth Hamilton
Sue Hicks-Green
Andrea Pearcey

1. CALL TO ORDER

Peggi Woehl called the meeting to order at 1:00 p.m.

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 & GENERAL NATURE THEREOF** - none

3. **ADOPTION OF AGENDA**

2023-05TSC Moved by Julie Porchak
Seconded by Julie Hozian
That the committee agenda for this meeting be adopted as printed and circulated.

Carried

4. **PRESENTATIONS & DELEGATIONS** – None

5. **ADOPTION OF MINUTES**

2023-06TSC Moved by Fay Clelland
Seconded by Julie Porchak
That the minutes of the Thrift Shop Committee meeting of March 20, 2023 be adopted as amended.

Carried

6. **REPORTS/CORRESPONDENCE**

- The Secretary-Treasurer reports were handed out to members. Pam Galloway reported that Thrift Shop revenue was \$18,987.01, and volunteer hours totaled 1063.
- Peggi reported that a \$500.00 donation from our reserve fund was paid to Bailey Crossman, who lost his home due to a fire.
- Sheila Wesley has been nominated for the "Order of Whitestone". She will receive her award at the Volunteer Appreciation dinner on December 2, 2023.
- The new shelving units were provided and installed courtesy of Carol and Bill Jackson.
- Josh Davis reported that the Thrift Shop listing is on Google Business. The profile interactions were numerous and promising.

7. **DISCUSSIONS**

7.1 Interac Machine

2023-07TSC Moved by Carol Jackson
Seconded by Josh Davis
That the Interac machine to be kept for the 2024 Season.

Carried

7.2 Work meeting: TBA in March 2024.

7.3 Bag Sales Days will be decided as the 2024 season progresses

7.4 Thrift Shop to open April 6, 2024

7.5. A form will be prepared to be included with the Donation cheques for recipients to notify the committee of their future needs

RECOMMENDATION TO COUNCIL

2023-08TSC Moved by Fay Clelland
Seconded Jane Lockwood

7.1 2023 Donations:

THAT the Thrift Shop Committee recommends that Council approve the following list of donations for 2023:

West Parry Sound Health Centre	\$ 3,000.00
Whitestone School	
- Grade 2 "learning mat"	\$ 600.00
Whitestone Library	\$ 5,000.00
Ardbeg Community Club	\$ 1,500.00
Whitestone Nursing Station	\$ 1,500.00
- small appliances/supplies for apartment	
Community Support Services	\$ 500.00
- West Parry Sound	
Salvation Army	\$ 500.00
Harvest Share	\$ 1,000.00
Esprit Place	\$ 450.00
Aspen Valley	\$ 450.00
Royal Canadian Legion Branch 396	\$ 1,000.00
- Ramp repairs	
Dunchurch United Church	\$ 500.00
Ryan Fleming	\$ 1,000.00
Heat & Hydro	\$ 2,000.00
TOTAL:	\$19,000.00

Carried

10. **UNFINISHED BUSINESS**

11. **ANNOUNCEMENTS**

12. **ADJOURNMENT**

2023-09TSC Moved by Ingrid Brooks
Seconded by Colleen Clelland

That this meeting be adjourned at 2:25 p.m. until the call of the Chair.

Carried

November 20/2023.

The total # of volunteer hours
= 1062.5

Total cash revenue (NET) = 17719.50
" POS " (") = + 1267.51
TOTAL REVENUES = 18987.01

2023 Revenues = 18987.01
LESS) 2022 " = -16250.00
\$ 2737.01

Total POINT OF SALES revenue = 1452.00
LESS) BANK FEES - 184.49
\$ 1267.51



**Minutes of the Recreation Committee meeting
held on Thursday, September 28 2023 at 7:00 p.m.
at the Whitestone Library & Technology Centre**

Present: Mayor George Comrie
Deborah Comrie
Tanya Fraser
Melanie Sanford
Carol McClellan
Jessica Ann Dryer
Jan Hill
Patricia Xerri

Guests: Andrew Lackram
Alaina Barry

.....

1. CALL TO ORDER

Tanya Fraser called the meeting to order at 7:10 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF:

None

3. ADOPTION OF AGENDA

2023-34RC Moved by: Carol McClellan

Seconded by: Jan Hill

THAT the agenda of the meeting of September 28 2023 be approved as circulated.

4. APPROVAL OF MINUTES

2023-35RC Moved by: Melanie Sandord

Seconded by: Carol McClellan

THAT the minutes of the meeting of August 31 2023 be approved as amended.

5. PRESENTATIONS - None

6. REPORTS / CORRESPONDENCE

Welcome New Member

a. Labour Day Fireworks

Tanya reported that the Labour Day fireworks were successful with over 40 participants at the Indigenous Teachings Fire Circle and more for fireworks.

- b. Halloween – Planning for a Trick or Treat walk in the village with a haunted house at the library. Tuesday October 31st from 5pm to 8pm.
 Actions Items: Deborah to buy candy and pumpkins for a carving contest with a display at the library.
 Alaina and Eva to plan haunted house and make requests for supplies.
 Eva to put out advertisements for candy tables, Halloween and contest.
 Deborah to connect with Fire Chief Bob Whitman in regards to the candy giveaway.
 Patricia bring in lights.
 Tanya to find Judges for contest.
- c. Parents & PeeWees
 Tanya read an email from Rebecca indicating that she can no longer run the program.
 Eva and Alaina have offered to host the program weekly in the library, however, since the library does not have the budget for extra programming, the Committee agreed to purchase snack supplies and totes from our children's program budget.
- d. Archery – 392 participants this summer. Success attributed to consistency and having seven members trained to teach so we had less burnout.
 Tanya to email the principal and cc. Heather, asking about training teachers for archery.
- e. Craft Nights – Tanya to connect with LTCH re. Letters to Seniors.
- f. Board Game Nights - 202 participants this year.
- g. Teen D&D - 107 participants this year.
- h. Minecraft - 132 participants this year.
- i. Adult D&D – 227 participants this year.

7. NEW BUSINESS

Patricia offered to run a meal delivery for isolated seniors. Alaina and Eva offered to co-ordinate through the library and use the freezer in the basement for storage. The Committee offered to help support through food purchases as needed.

Questions regarding Breakfast with Santa and Christmas Secret Santa programs were deferred until we could verify with Rebecca her intentions to run those programs. Tanya to send email.

Cookie decorating with Grandmas was discussed and various bakers to be contacted with a tentative date of December 16th at 10:00 a.m.

Jessica Ann offered the use of her stamps and wanted to co-ordinate an evening in December to make Christmas cards for seniors. Tanya and Andrew suggested an ongoing Pen Pal program to connect isolated community members.

Alaina, Eva and Deborah to arrange for a clean-up of the basement of the community centre in order to inventory supplies and determine future needs.

3rd and 4th of November is Jan Hill's Christmas Craft Sale.

Patricia will be holding a free community dinner on October 25th.

8. ADJOURNMENT

2022-36RC Moved by: Deborah Comrie
Seconded by: Mayor George Comrie

WHEREAS the business of this Meeting has concluded;

BE IT RESOLVED THAT this Meeting be adjourned until the next regular meeting on October 26, 2023 at 7:00 p.m. or at the call of the chair.

Tanya Fraser, Chair

Deborah Comrie, Secretary



**Minutes of the Recreation Committee meeting
held on Thursday, October 26 2023 at 7:00 p.m.
at the Whitestone Library & Technology Centre**

Present: Tanya Fraser
Mayor George Comrie
Deborah Comrie
Melanie Sanford
Carol McClellan
Jan Hill
Patricia Xerri
Andrew Lackram

Regrets: Jessica Ann Dryer

Guests: Alaina Barry

1. CALL TO ORDER

Tanya Fraser called the meeting to order at 7:15 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF:

None

3. ADOPTION OF AGENDA

2023-37RC Moved by: Deborah Comrie

Seconded by: Carol McClellan

THAT the agenda of the meeting of October 26 2023 be approved as amended.

4. APPROVAL OF MINUTES

2023-38RC Moved by: Melanie Sanford

Seconded by: Andrew Lackram

THAT the minutes of the meeting of September 28 2023 be approved as circulated.

5. PRESENTATIONS - None

6. REPORTS / CORRESPONDENCE

Welcome New Member

a. Halloween

Alaina reported on the planning for the Halloween Haunt

- b. Playgroup
Alaina reported that playgroup has been small but new families have been attending.
- c. Secret Santa
Deborah reported that she was waiting for a response from Rebecca Green before moving forward with any plans although the library has begun to collect donations.
- d. Reporting
Tanya requested that we have a report from all events so that we may keep statistics on attendance, either verbally at a meeting or in writing (email) prior to the next meeting.
- e. Financial Status
Deborah reported that the budget for this current year was almost spent but that since we were operating with a much lower budget than expected, we should continue with the events as planned and we should budget accordingly for next year. A financial report will be sent monthly by municipal staff.
- f. Christmas Sale
Jan reported that all is set for the Christmas Sale.

7. NEW BUSINESS

Patricia wanted to look into running Bingo in the community. Deborah to ask WCA for information.

Tanya asked about decorating for Christmas. Deborah to email Michelle and choose a date.

Andrew suggested cooking classes during the winter to be added to planning for 2024.

Patricia suggested a Santa Claus parade. Tanya to email community groups and ask for interest.

Initial planning for a Family Christmas party was discussed.

8. ADJOURNMENT

2022-39RC Moved by: Deborah Comrie
Seconded by: George Comrie
WHEREAS the business of this Meeting has concluded;

BE IT RESOLVED THAT this Meeting be adjourned until the next regular meeting on November 23, 2023 at 7:00 p.m. or at the call of the chair.

Tanya Fraser, Chair

Deborah Comrie, Secretary



**Minutes of the Cemetery Board
meeting held on Wednesday, November 15, 2023 at 4:00 p.m.
at the Dunchuch Community Centre**

Present: Paula Macri, Secretary
Michael Musgrave
Muriel Stiles
Shelia Wesley
Ron Whitmell

Regrets: Terry Brear
Randy Johnson
Brian Woods, Councilor

.....

1. CALL TO ORDER

Ron Whitmell called the meeting to order at 4:05 p.m.

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 & GENERAL NATURE THEREOF - None

3. ADOPTION OF AGENDA

2023-05CB Moved by Muriel Stiles
Seconded by Michael Musgrave

WHEREAS the members of the Cemetery Board have been presented with the Agenda for this meeting;

BE IT RESOLVED THAT the Agenda for this meeting be adopted as presented and circulated.

Carried

4. **ADOPTION OF MINUTES**

2023-06CB Moved by Sheila Wesley
Seconded by Michael Musgrave

WHEREAS the Cemetery Board is in receipt of the minutes of the previous meeting;

AND WHEREAS there are no errors, omissions or amendments;

BE IT RESOLVED THAT the minutes of the meeting held March 29, 2023 be adopted as presented and the reading thereof dispensed with.

Carried

5. **DISCUSSIONS**

5.1 Review 2023 Cemetery Operations

- Net zero on operating costs, per Fee Schedule F
- Maintenance expenditures
 - Grass cutting
 - Filling of sunken graves
 - Clean and repaint sign and gate at Fairholme
 - Repair of John King headstone, cemetery 1st burial

5.2 Review any observations of Cemetery status.

- Collapse of interments due to larger lawn mower

6. **UNFINISHED BUSINESS**

6.1 Progress of data reconciliation & entry into Stone Orchard software database.

- 6.1.1 Fairholme Cemetery – 80% completed
- 6.1.2 Whitestone Cemetery – 100% completed by the end of the year
- 6.1.3 Maple Island Cemetery – Michael Musgrave and Terry Brear will start organizing and inputting data into the software shortly.

7. **NEW BUSINESS**

7.1 Review 2023 operations activities for Bereavement Authority of Ontario report

- Verbal update
- Muriel Stiles to confirm update of Whitestone report to Chair by December 15 2023
- Michael Musgrave to confirm Maple Island report to Chair by December 15 2023

2023-07CB Moved by Muriel Stiles
Seconded by Michael Musgrave

7.2 Review and recommend to Council updates to the Cemetery Fees for 2024

THAT Cemetery Board is hereby recommending to the Council of the Corporation of the Municipality of Whitestone that the Cemetery Fee structure be revised as below:

SCHEDULE F

Cemetery Rates and Fees

All fees are subject to HST unless noted otherwise

Item	Description	Current Fee	Proposed
Burial Plot	Residents (interment rights)	\$200.00	\$220.00
	Residents (perpetual care and maintenance)	\$350.00	
	Non-residents (interment rights)	\$600.00	\$660.00
	Non-residents (perpetual care and maintenance)	\$550.00	
Cremation Plot	Residents (interment rights)	\$100.00	\$110.00
	Residents (perpetual care and maintenance)	\$250.00	
	Non-residents (interment rights)	\$385.00	\$400.00
	Non-residents (perpetual care and maintenance)	\$250.00	
Scattering	Residents (interment rights)	\$50.00	
	Residents (perpetual care and maintenance)	\$100.00	
	Non-residents (interment rights)	\$75.00	
	Non-residents (perpetual care and maintenance)	\$100.00	
Transfer of Internment Rights	(Note 1)	\$50.00	\$60.00
Flat marker under 172 sq in		N/C	
Flat marker over 172 sq in		\$100.00	
Upright monument up to 4 X 4 ft		\$200.00	
Staking fee- Lots or Markers	(Note 2)	\$50.00	\$55.00
Opening/Closing Burial Lot		Fee as per Funeral Home and paid directly to the Funeral Home	
Opening/Closing Cremation Lot	(Note 2)	\$100.00	\$120.00
Bereavement Authority of Ontario License fee	All interments: burial, cremation or scattering	\$12.00	
Note 1 - No HST paid on this fee Note 2 - This fee is paid to the Cemetery Board Member or designate who performs work			

- 7.3 Review and update Cemetery published documents.
- Shiela Wesley to review Handbook
 - Paula Macri to review website page
- 7.4 Schedule the Cemetery Board meeting dates for 2024.
- May 2, 2024 at 4:00 p.m.
 - Spring Cemetery Tour – scheduled for April 25, 2024. Suggested that David Creasor, Public Works Manager, participate in the Spring Cemetery Tour.

8. **CORRESPONDENCE** - None

9. **ANNOUNCEMENTS OR OTHER NEW BUSINESS** - None

10. **ADJOURNMENT**

2023-08CB Moved by Shelia Wesley
Seconded by Muriel Stiles

BE IT RESOLVED THAT this Meeting be adjourned at 5:15 pm until the next regular meeting or at the call of the chair.

Carried

Ron Whitmell, Chair

Paula Macri, Secretary

ACCOUNTS PAYABLE

Date Printed
2023-12-07 4:12 PM

Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129

Page 1

Bank Code - AP - AP-GENERAL OPER

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
37170 Nov 2023	2023-11-23	Bruce Normington 15-329 - Roads Damage Deposi	Permit#2202-7079-Return C	1,000.00	1,000.00
37171 8515	2023-11-23	Kootenay Murphy Holding Ltd. 16-267 - Fire Pro 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non-	FirePro2 contract Sep20,20 HST Tax Code HST Tax Code	421.75 46.58 53.88 NL	468.33
37172 134589	2023-11-23	R&S Mobile 16-409 - 2007 International-Mair 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non-	Diesel emission test HST Tax Code HST Tax Code	213.70 23.60 27.30 NL	237.30
37173 Nov 27 2023 Nov 20 2023-1	2023-11-23	Sherry Brear 16-270 - Emergency Plan 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non- 16-123 - Admin - Volunteer Appr 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non-	Catering - Nov 27 HST Tax Code HST Tax Code Catering - Dec 2 HST Tax Code HST Tax Code	236.98 22.86 26.44 NL 2,857.84 299.09 345.93 NL	259.84 3,156.93
				Payment Total:	3,416.77
37174 WPSGN-2023-1	2023-11-23	Township of the Archipelago 16-843 - Planning & Developme 16-843 - Planning & Developme	WPSGN Membership 2023 WPSGN Membership 2023	8,500.00 650.00	9,150.00
37175 Nov 29 2023	2023-12-01	CASH 16-123 - Admin - Volunteer Appr	Music-The Sunny Slope Bo	600.00	600.00
37176 15923	2023-12-01	Canadian Tire 16-252 - Station 2 - Minor Purch 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non-	Batteries HST Tax Code HST Tax Code	140.43 15.51 17.94 NL	155.94
37177 3022112306430	2023-12-01	Minister of Finance-Policing 16-274 - Policing Levy	October OPP Levy	34,601.00	34,601.00
37178 3615112310070	2023-12-01	Minister Of Finance 16-845-6 - Land Use permit Whi 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non-	Land Use Permit-Whiteston Lake Trail HST Tax Code HST Tax Code	240.98 26.62 30.79 NL	267.60
37179 Nov 20 2023-2	2023-12-01	Sherry Brear 16-123 - Admin - Volunteer Appr 16-123 - Admin - Volunteer Appr 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non-	Catering - Dec 2 -Final Insta Catering - Dec 2 -Final Insta HST Tax Code HST Tax Code	2,707.84 150.00 299.09 345.93 NL	3,156.93
37180 172636	2023-12-07	Bell Canada - Public Access 16-787 - Recreation - Public Pay 11-210-2 - A/R HST Receivable 99-999-1 - HST (Statistical) Non-	Pay Telephone HST Tax Code HST Tax Code	50.88 5.62 6.50 NL	56.50
37181 Dec 2023	2023-12-07	Bell Mobility 16-212 - Fire - Radio Tower & Ai 11-210-2 - A/R HST Receivable	Fire Tower HST Tax Code	119.77 13.23	

Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
		99-999-1 - HST (Statistical) Non-	HST Tax Code	15.30 NL	133.00
37182	2023-12-07	Roger and Pauline Chauvin			
2023-12-06		15-329 - Roads Damage Deposi	Return-Road Damage Dep :	1,000.00	1,000.00
37183	2023-12-07	Sanderson Monuments Co. Ltd.			
22316511		16-506 - Fairholme Cemetery - I	Restoration-Fairholm origin:	1,119.36	
		11-210-2 - A/R HST Receivable	HST Tax Code	123.64	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	143.00 NL	1,243.00
Total Computer Cheque:					55,486.37

EFT

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
1855	2023-11-27	Aird Berlis, LLP			
1360379		16-120 - Admin - Legal Expense	Legal	1,343.23	
		11-210-2 - A/R HST Receivable	HST Tax Code	148.37	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	171.60 NL	1,491.60
1856	2023-11-27	A.J. Stone Company Ltd.			
10067107-0		16-252 - Station 2 - Minor Purch	Gear bag	859.87	
		11-210-2 - A/R HST Receivable	HST Tax Code	94.98	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	109.85 NL	954.85
1857	2023-11-27	Cedar Signs			
INV/2023/3972		16-391 - Signs/Safety- Goods &	Street sign-Taylor Lane	81.57	
		11-210-2 - A/R HST Receivable	HST Tax Code	9.01	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	10.42 NL	90.58
1858	2023-11-27	Craig's Welding & Fabrication			
2150		16-402 - 2015 Freightliner Tand	Plow repairs	584.94	
		11-210-2 - A/R HST Receivable	HST Tax Code	64.61	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	74.73 NL	649.55
1859	2023-11-27	Fowler Construction Co Ltd			
73888		19-351-6 - Bunny trail Railway ci	Granular A	6,533.82	
		11-210-2 - A/R HST Receivable	HST Tax Code	721.68	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	834.70 NL	7,255.50
1860	2023-11-27	Michelle Hendry			
Exp 15-Nov-23		16-110 - Admin - Office Supplies	Coffee for office	39.98	39.98
1861	2023-11-27	Janet Jackson			
Nov 9 2023		16-798 - After School Program	After School Program - Nov	112.00	112.00
Nov 16 2023		16-798 - After School Program	After School Program - Nov	168.00	168.00
Payment Total:					280.00
1862	2023-11-27	Jenn Gerlach			
2195		16-126 - Admin - Communicatioi	November newsletter (desig	350.00	350.00
1863	2023-11-27	Local Authority Services Ltd.			
MGBP00000519		16-421 - 2010 Grader - Mainten:	Studs	885.31	
		11-210-2 - A/R HST Receivable	HST Tax Code	97.79	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	113.10 NL	983.10
MGBP00000521		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

**Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129**

		EFT				
Payment #	Date	Vendor Name			Detail Amount	Payment Amount
Invoice #		GL Account	GL Transaction Description			
					Payment Total:	1,049.90
1864	2023-11-27	Magnetawan Building Centre Ltd				
101-130774		16-110 - Admin - Office Supplies	Water		25.96	25.96
1865	2023-11-27	Momentum Conferencing				
0157974		16-126 - Admin - Communication	Conference Calling		13.34	
		11-210-2 - A/R HST Receivable	HST Tax Code		1.47	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		1.70 NL	14.81
1866	2023-11-27	Moore Propane Limited				
158013145		16-479 - Auld Landfill - Heating	Liquid propane		112.82	
		11-210-2 - A/R HST Receivable	HST Tax Code		12.46	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		14.41 NL	125.28
163000827		16-329 - Garage - Heating	Liquid propane		929.87	
		11-210-2 - A/R HST Receivable	HST Tax Code		102.71	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		118.79 NL	1,032.58
163000833		16-150 - Office - Heating/Hydro	Liquid propane		664.64	
		11-210-2 - A/R HST Receivable	HST Tax Code		73.41	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		84.91 NL	738.05
163000834		16-741-1 - Pavilion-Heating	Liquid propane		49.13	
		11-210-2 - A/R HST Receivable	HST Tax Code		5.43	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		6.28 NL	54.56
163000835		16-704 - Dunchurch Hall - Heatin	Liquid propane		472.07	
		11-210-2 - A/R HST Receivable	HST Tax Code		52.14	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		60.31 NL	524.21
					Payment Total:	2,474.68
1867	2023-11-27	Near North Laboratories Inc.				
98854		16-779 - Water Testing	Water testing		65.94	
		11-210-2 - A/R HST Receivable	HST Tax Code		7.28	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		8.42 NL	73.22
1868	2023-11-27	Pahapill and Associates				
MUN676		16-120-1 - Admin - Audit Fees	Audit		3,052.81	
		11-210-2 - A/R HST Receivable	HST Tax Code		337.19	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		390.00 NL	3,390.00
1869	2023-11-27	Purolator Courier Ltd				
454881497		16-222-1 - Fire-Turnout/Repair/C	Courier - Fire		27.80	
		11-210-2 - A/R HST Receivable	HST Tax Code		3.07	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		3.55 NL	30.87
1870	2023-11-27	Parry Sound Fuels				
835014		16-256 - Station 2 - Heating	Ardbeg Fire Hall - furnance		406.82	
		11-210-2 - A/R HST Receivable	HST Tax Code		44.93	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		51.97 NL	451.75
1871	2023-11-27	Sam's Country Cleaning				
1471		16-777 - Municipal Building Mair	Office cleaning		53.42	
		11-210-2 - A/R HST Receivable	HST Tax Code		5.91	
		99-999-1 - HST (Statistical) Non-	HST Tax Code		6.83 NL	59.33
1872	2023-11-27	Muriel Stiles				
Exp 2023-11-15		16-501-1 - Staking Fees	Staking fee		50.00	50.00
1873	2023-11-27	Trans Canada Safety Star Life				
47200		16-219 - Fire - Air Bottle Hydroso	Supplies		695.31	

**Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129**

EFT					
Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
		11-210-2 - A/R HST Receivable	HST Tax Code	76.80	
42571		99-999-1 - HST (Statistical) Non-	HST Tax Code	88.83	NL 772.11
		16-222 - Fire - Bunker/Safety/Ur	Fire boots	-407.04	
		11-210-2 - A/R HST Receivable	HST Tax Code	-44.96	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	-52.00	NL -452.00
			Payment Total:		320.11
1874	2023-11-27	Telizon Inc.			
0631912023111		16-109 - Admin - Telephone	Long distance	9.00	
		16-237 - Station 1 - Telephone	Long distance	1.06	
		16-803 - Library - Expenses	Long distance	0.52	
		16-720 - Maple Is. Hall - Teleph	Long distance	0.01	
		11-210-2 - A/R HST Receivable	HST Tax Code	1.17	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	1.36	NL 11.76
1875	2023-11-27	Whitmell, Ron			
Exp 16-Nov-23		16-501-1 - Staking Fees	Monument staking	50.00	50.00
1876	2023-11-27	Your Way Automotive			
4514		16-290 - 2019 SUV Bld Official-1	CBO vehicle maintained	727.59	
		11-210-2 - A/R HST Receivable	HST Tax Code	80.36	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	92.95	NL 807.95
1877	2023-12-04	Bay Area Electrical Co Lt			
71848		16-703 - Dunchurch Hall - Bld M	Insulate drainage & water lii	1,260.81	
		11-210-2 - A/R HST Receivable	HST Tax Code	139.26	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	161.07	NL 1,400.07
1878	2023-12-04	Carrier Emergency Vehicles			
00927		16-248 - Station 1-Pumper-Inspe	Pump 1 repairs	2,888.89	
		11-210-2 - A/R HST Receivable	HST Tax Code	319.09	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	369.06	NL 3,207.98
1879	2023-12-04	Deborah Comrie			
Exp Nov 21/23		16-790 - Recreation Cmttee-Pro	Halloween & Christmas sup	66.06	
		16-790 - Recreation Cmttee-Pro	Halloween & Christmas sup	17.30	
		16-790 - Recreation Cmttee-Pro	Halloween & Christmas sup	121.27	
		16-790 - Recreation Cmttee-Pro	Halloween & Christmas sup	156.28	
		16-790 - Recreation Cmttee-Pro	Halloween & Christmas sup	14.24	
		16-790 - Recreation Cmttee-Pro	Halloween & Christmas sup	18.30	
		11-210-2 - A/R HST Receivable	HST Tax Code	43.47	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	50.28	NL 436.92
1880	2023-12-04	Gilroy's Tires			
4131		16-394-1 - 2018 Dodge Ram M	Valve	53.93	
		11-210-2 - A/R HST Receivable	HST Tax Code	5.96	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	6.89	NL 59.89
1881	2023-12-04	Glen Martin Limited			
393425		16-238 - Station 1 - Supplies	Lysol	137.95	
		11-210-2 - A/R HST Receivable	HST Tax Code	15.23	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	17.62	NL 153.18
1882	2023-12-04	Michelle Hendry			
Exp 24-Nov-23		16-123 - Admin - Volunteer Appr	Appreciation dinner supplie:	117.06	
		11-210-2 - A/R HST Receivable	HST Tax Code	8.08	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	9.34	NL 125.14

**Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129**

		EFT			
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
1883	2023-12-04	Ideal Supply Company Ltd.			
5609098		16-320 - Garage - Mtc/Supplies/	Supplies	2,774.03	
		11-210-2 - A/R HST Receivable	HST Tax Code	306.41	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	354.39	NL 3,080.44
5647059		16-394-1 - 2018 Dodge Ram M	Power alternator, core char	677.23	
		11-210-2 - A/R HST Receivable	HST Tax Code	74.81	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	86.52	NL 752.04
			Payment Total:		3,832.48
1884	2023-12-04	Iron Mountain Canada			
HZYS581		16-113 - Admin - Office Equipme	Shredding	41.05	
		11-210-2 - A/R HST Receivable	HST Tax Code	4.54	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	5.25	NL 45.59
1885	2023-12-04	Janet Jackson			
Nov 23 2023		16-798 - After School Program	After School Program - Nov	168.00	168.00
1886	2023-12-04	Local Authority Services Ltd.			
MGBP00000523		16-110 - Admin - Office Supplies	Supplies	15.23	
		11-210-2 - A/R HST Receivable	HST Tax Code	1.69	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	1.95	NL 16.92
MGBP00000523		16-110 - Admin - Office Supplies	Supplies	190.45	
		11-210-2 - A/R HST Receivable	HST Tax Code	21.04	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	24.33	NL 211.49
			Payment Total:		228.41
1887	2023-12-04	Magnetawan Building Centre Ltd			
101-130917		16-702 - Dunchurch Hall - Suppl	Pails	16.25	
		11-210-2 - A/R HST Receivable	HST Tax Code	1.80	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	2.08	NL 18.05
1888	2023-12-04	McDougall Energy			
6857189		16-411 - 2007 International - Fu	Diesel Clear	453.80	
		16-403 - 2015 Freightliner Tand	Diesel Clear	453.80	
		16-404-1 - 2017 Freightliner Sin	Diesel Clear	453.80	
		16-404-2 - 2020 Freightliner - Sr	Diesel Clear	453.79	
		11-210-2 - A/R HST Receivable	HST Tax Code	200.49	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	231.89	NL 2,015.68
1889	2023-12-04	North Bay Parry Sound District			
Dec 2023		16-549 - Health Unit Operating (Dec 2023 Levy	2,585.27	2,585.27
1890	2023-12-04	Sands Canada Inc.			
00719340		16-233 - Station 1 - Minor Purch	Glucose meters,test strips,s	452.81	
		11-210-2 - A/R HST Receivable	HST Tax Code	50.02	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	57.85	NL 502.83
1891	2023-12-04	Sundridge Laundromat			
1165		16-123 - Admin - Volunteer App	Wash/dry/iron/fold table clot	223.87	
		11-210-2 - A/R HST Receivable	HST Tax Code	24.73	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	28.60	NL 248.60
1892	2023-12-04	Trans Canada Safety Star Life			
47451		16-268 - SCBA Testing	Supplies	757.91	
		11-210-2 - A/R HST Receivable	HST Tax Code	83.71	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	96.82	NL 841.62
47676		16-222 - Fire - Bunker/Safety/Ur	Fire particulate protection h	1,709.57	

**Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129**

EFT					
Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
		11-210-2 - A/R HST Receivable	HST Tax Code	188.83	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	218.40	NL 1,898.40
				Payment Total:	2,740.02
1893	2023-12-11	Air Automotive Tracking			
WS2312		16-310 - Roads-Supplies GPS M	Vehicle tracking - December	279.84	
		11-210-2 - A/R HST Receivable	HST Tax Code	30.91	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	35.75	NL 310.75
1894	2023-12-11	Adams Bros Construction Ltd			
168182		16-459 - York Landfill - Bulk Wa:	Empty & return York St. bin:	142.46	
		11-210-2 - A/R HST Receivable	HST Tax Code	15.74	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	18.20	NL 158.20
1895	2023-12-11	Bob Whitman			
Exp Nov 17 202:		16-269 - Cell Phone	Cell Phone	400.00	400.00
1896	2023-12-11	Canadian National Non Freight			
91715674		16-414 - Bunny Trail RR Crossir	Bunny Trail	403.50	403.50
1897	2023-12-11	Duck Rock Resort			
2023-14 OCT		16-110 - Admin - Office Supplies	Cream,coffee,filters,sugar	17.28	
		16-110 - Admin - Office Supplies	Cream,coffee,filters,sugar	14.05	
		11-210-2 - A/R HST Receivable	HST Tax Code	1.91	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	2.21	NL 33.24
2023-15 OCT		16-279 - Building Dept Truck - F	Fuel	75.65	
		11-210-2 - A/R HST Receivable	HST Tax Code	8.35	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	9.66	NL 84.00
2023-16 OCT		16-234 - Station 1 - Fuel & Oil	Fuel	282.79	
		11-210-2 - A/R HST Receivable	HST Tax Code	31.24	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	36.13	NL 314.03
2023-17 OCT		16-234 - Station 1 - Fuel & Oil	Fuel	231.05	
		11-210-2 - A/R HST Receivable	HST Tax Code	25.52	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	29.52	NL 256.57
2023-21 NOV		16-234 - Station 1 - Fuel & Oil	Fuel	541.55	
		11-210-2 - A/R HST Receivable	HST Tax Code	59.81	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	69.18	NL 601.36
2023-22 NOV		16-110 - Admin - Office Supplies	Coffee, cream	20.74	20.74
2023-23 NOV		16-279 - Building Dept Truck - F	Fuel - CBO	130.21	
		11-210-2 - A/R HST Receivable	HST Tax Code	14.38	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	16.63	NL 144.59
2023-13 OCT		16-320 - Garage - Mtc/Supplies/	Fuel & supplies	7.75	
		16-408 - 2022 5 Ton - Fuel	Fuel & supplies	962.11	
		16-776 - 2016 Facilities Truck - I	Fuel & supplies	187.36	
		16-394-2 - 2018 Dodge Ram 20	Fuel & supplies	156.83	
		11-210-2 - A/R HST Receivable	HST Tax Code	144.30	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	166.89	NL 1,458.35
2023-18 OCT		16-446 - York Landfill - Supplies	Coffee cream	13.59	13.59
2023-19 OCT		16-320 - Garage - Mtc/Supplies/	Fuel & cream	7.75	
		16-776 - 2016 Facilities Truck - I	Fuel & cream	84.65	
		11-210-2 - A/R HST Receivable	HST Tax Code	9.35	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	10.81	NL 101.75
2023-20 NOV		16-408 - 2022 5 Ton - Fuel	Fuel and supplies	508.80	
		16-320 - Garage - Mtc/Supplies/	Fuel and supplies	9.06	
		16-776 - 2016 Facilities Truck - I	Fuel and supplies	273.72	

Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129

		EFT			
Payment #	Date	Vendor Name			
Invoice #		GL Account	GL Transaction Description	Detail Amount	Payment Amount
		16-394-2 - 2018 Dodge Ram 20	Fuel and supplies	366.52	
		11-210-2 - A/R HST Receivable	HST Tax Code	126.91	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	146.79	NL 1,285.01
2023-24 NOV		16-320 - Garage - Mtc/Supplies/	Fuel and supplies	7.75	
		16-408 - 2022 5 Ton - Fuel	Fuel and supplies	670.91	
		16-776 - 2016 Facilities Truck - I	Fuel and supplies	36.67	
		16-394-2 - 2018 Dodge Ram 20	Fuel and supplies	225.13	
		11-210-2 - A/R HST Receivable	HST Tax Code	103.03	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	119.16	NL 1,043.49
			Payment Total:		5,356.72
1898	2023-12-11	Glen Martin Limited			
392095		16-258 - Station 2 - Supplies	Supplies	116.95	
		11-210-2 - A/R HST Receivable	HST Tax Code	12.92	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	14.94	NL 129.87
390594		16-153 - Office - Janitorial Suppl	Cleaning supplies	128.63	
		16-741 - Pavilion - Supplies	Cleaning supplies	128.64	
		11-210-2 - A/R HST Receivable	HST Tax Code	28.42	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	32.87	NL 285.69
			Payment Total:		415.56
1899	2023-12-11	Michelle Hendry			
Exp 06 Dec 23		16-110 - Admin - Office Supplies	Mouse,Appreciation&EMT s	13.21	
		16-123 - Admin - Volunteer Appr	Mouse,Appreciation&EMT s	61.57	
		16-123 - Admin - Volunteer Appr	Mouse,Appreciation&EMT s	46.67	
		16-123 - Admin - Volunteer Appr	Mouse,Appreciation&EMT s	9.24	
		16-123 - Admin - Volunteer Appr	Mouse,Appreciation&EMT s	65.11	
		16-270 - Emergency Plan	Mouse,Appreciation&EMT s	20.11	
		16-270 - Emergency Plan	Mouse,Appreciation&EMT s	78.66	
		11-210-2 - A/R HST Receivable	HST Tax Code	26.13	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	30.23	NL 320.70
1900	2023-12-11	Hicks Morley LLP			
671056		16-120 - Admin - Legal Expense	Legal	6,340.68	
		11-210-2 - A/R HST Receivable	HST Tax Code	700.35	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	810.03	NL 7,041.03
1901	2023-12-11	Ideal Supply Company Ltd.			
5963668		16-320 - Garage - Mtc/Supplies/	Cut off wheel	133.31	
		11-210-2 - A/R HST Receivable	HST Tax Code	14.72	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	17.03	NL 148.03
5964506		16-320 - Garage - Mtc/Supplies/	Cutting tip	49.85	
		11-210-2 - A/R HST Receivable	HST Tax Code	5.51	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	6.37	NL 55.36
5966168		16-320 - Garage - Mtc/Supplies/	Cutting torches tip cleaner	12.71	
		11-210-2 - A/R HST Receivable	HST Tax Code	1.40	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	1.62	NL 14.11
			Payment Total:		217.50
1902	2023-12-11	Jamie Osborne			
Exp 2023-12-06		16-280 - Bld Official- Wages/Dir	McKellar Inspection-Person	31.28	
		16-280 - Bld Official- Wages/Dir	McKellar Inspection-Person	17.00	
		16-280 - Bld Official- Wages/Dir	McKellar Inspection-Person	55.76	
		16-280 - Bld Official- Wages/Dir	McKellar Inspection-Person	17.00	
		16-280 - Bld Official- Wages/Dir	McKellar Inspection-Person	24.48	145.52

**Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129**

EFT					
Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
1903	2023-12-11	Janet Jackson			
Nov 30 2023		16-798 - After School Program	After School Program-Nov 2	112.00	112.00
1904	2023-12-11	Local Authority Services Ltd.			
MGBP0000052E		16-404-3 - 2020 Freightliner Sn	Tires	2,895.89	
		11-210-2 - A/R HST Receivable	HST Tax Code	319.86	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	369.95 NL	3,215.75
1905	2023-12-11	Law N Mowers			
Nov 2023		16-275 - By-Law Enforcement	By-law Enforcement for Nov	975.47	975.47
1906	2023-12-11	Magnetawan Building Centre Ltd			
104-98169		16-110 - Admin - Office Supplies	Boot trays	32.54	
		11-210-2 - A/R HST Receivable	HST Tax Code	3.60	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	4.16 NL	36.14
1907	2023-12-11	Moore Propane Limited			
19004442		16-457 - York Landfill - Heating	Liquid Propane	225.33	
		11-210-2 - A/R HST Receivable	HST Tax Code	24.89	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	28.79 NL	250.22
1908	2023-12-11	My-Tech Information Technology			
Nov 2023		16-115 - Admin - Computer Supp	IT 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
1909	2023-12-11	Point To Point Communications			
0000268119		16-254 - Station 2 -Rescue #2-Ir	Motorola 5000e Series mob	905.67	
		16-263 - Station 2 - Radio Equip	Motorola 5000e Series mob	905.66	
		11-210-2 - A/R HST Receivable	HST Tax Code	200.07	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	231.40 NL	2,011.40
1910	2023-12-11	Waste Connections of Canada			
7113-00003369		16-448 - York Landfill - Recyclin	Recycling	3,537.14	
		11-210-2 - A/R HST Receivable	HST Tax Code	390.69	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	451.87 NL	3,927.83
1911	2023-12-11	Resqtech Systems Inc			
24100138		16-233 - Station 1 - Minor Purch	X-tend struts	2,760.75	
		11-210-2 - A/R HST Receivable	HST Tax Code	304.94	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	352.69 NL	3,065.69
1912	2023-12-11	Ricoh Canada Inc.			
SCO94292097		16-113 - Admin - Office Equipme	Photocopier usage	678.07	
		11-210-2 - A/R HST Receivable	HST Tax Code	74.89	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	86.62 NL	752.96
1913	2023-12-11	Sands Canada Inc.			
00720017		16-238 - Station 1 - Supplies	Blurite,wipes,earloop,stetho	396.70	
		11-210-2 - A/R HST Receivable	HST Tax Code	43.82	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	50.68 NL	440.52
1914	2023-12-11	SignCraft Canada Inc.			
2487		16-806 - Library - Building Maint	Stairs closed sign and setup	137.38	
		11-210-2 - A/R HST Receivable	HST Tax Code	15.17	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	17.55 NL	152.55
1915	2023-12-11	Michael Skof, Prosecutor			

Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129

EFT						
Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount		Payment Amount
Invoice #		GL Account				
2023-11-30		16-120 - Admin - Legal Expense	Legal - November 15 and 2	1,307.62		
		11-210-2 - A/R HST Receivable	HST Tax Code	144.43		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	167.05	NL	1,452.05
1916	2023-12-11	Vianet				
Dec 2023		16-321 - Garage - High Speed Ir	Internet	106.80		
		16-720 - Maple Is. Hall - Teleph	Internet	106.80		
		16-457-1 - York Landfill - Interne	Internet	160.72		
		11-210-2 - A/R HST Receivable	HST Tax Code	41.35		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	47.82	NL	415.67
1917	2023-12-11	Xplore (Aulds)				
INV50352353		16-479-1 - Aulds Landfill - Intern	Internet Dec 2023	81.40		
		11-210-2 - A/R HST Receivable	HST Tax Code	8.99		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	10.40	NL	90.39
1918	2023-12-11	XPLORE (Fire)				
INV50359276		16-262 - Station 2 - Internet	Internet Fire Station 2	127.70		
		11-210-2 - A/R HST Receivable	HST Tax Code	14.11		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	16.32	NL	141.81
			Total EFT:			70,799.04

OTHER						
Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount		Payment Amount
Invoice #		GL Account				
1	2023-11-14	Municipality Of McDougall				
24942		16-459 - York Landfill - Bulk Wa:	Household waste	525.36		
		16-471 - Auld Landfill - Bulk Wa:	Household waste	1,326.60		1,851.96
1	2023-11-27	Bell Canada				
Nov 2023		16-162 - High Speed Internet	Bell Internet	163.83		
		11-210-2 - A/R HST Receivable	HST Tax Code	18.10		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	20.93	NL	181.93
1	2023-12-07	Receiver General				
Nov 2023		12-331 - Payroll Deductions	November 2023 Remittance	20,416.25		20,416.25
2	2023-11-15	Bell Mobility Inc.				
Nov 2023		16-109 - Admin - Telephone	Nov 2023 Cell Phones	7.12		
		16-092 - Council - Miscellaneous:	Nov 2023 Cell Phones	39.94		
		16-322 - Cell Phone	Nov 2023 Cell Phones	38.63		
		16-283-1 - Cell Phone	Nov 2023 Cell Phones	33.58		
		16-322 - Cell Phone	Nov 2023 Cell Phones	33.80		
		16-109 - Admin - Telephone	Nov 2023 Cell Phones	62.88		
		11-210-2 - A/R HST Receivable	HST Tax Code	23.88		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	27.61	NL	239.83
2	2023-11-27	Hydro One Networks Inc.-York				
Nov 2023		16-446-1 - York Landfill - Hydro	Hydro - York LF	59.11		
		16-446-1 - York Landfill - Hydro	Hydro - York LF	-9.66		
		11-210-2 - A/R HST Receivable	HST Tax Code	6.53		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	7.55	NL	55.98
2	2023-12-07	Minister Of Finance				
Nov 2023		12-332 - Employer Health Tax	November 2023 Remittance	1,815.01		1,815.01

Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129

OTHER						
Payment #	Date	Vendor Name				
Invoice #		GL Account	GL Transaction Description	Detail Amount		Payment Amount
3	2023-11-20	Quadient Canada Ltd.				
Nov 2023		16-106 - Admin - Postage Exper	Postage	2,300.00		2,300.00
3	2023-11-27	Hydro One Networks Inc.-Auld				
Nov 2023		16-466-1 - Aulds Landfill - Hydr	Hydro - Aulds LF	86.47		
		16-466-1 - Aulds Landfill - Hydr	Hydro - Aulds LF	-13.32		
		11-210-2 - A/R HST Receivable	HST Tax Code	9.55		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	11.05	NL	82.70
3	2023-11-30	TD Visa				
Nov 2023 EF		11-223 - Due to Due (from) Libr	Visa EF	514.65		
		16-118 - Admin - Financial Expe	Visa EF	-80.35		434.30
4	2023-11-27	Reliance Home Comfort				
Nov 2023 Fire		16-256 - Station 2 - Heating	Water Heater Rental	47.12		
		11-210-2 - A/R HST Receivable	HST Tax Code	5.20		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	6.02	NL	52.32
4	2023-11-30	TD Visa				
Nov 2023 MK		16-106 - Admin - Postage Exper	Visa MK	17.25		
		16-118 - Admin - Financial Expe	Visa MK	-6.66		
		11-210-2 - A/R HST Receivable	HST Tax Code	1.90		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	2.20	NL	12.49
5	2023-11-27	Reliance Home Comfort				
Nov 2023 Office		16-150 - Office - Heating/Hydro	Water Heater Rental	51.09		
		11-210-2 - A/R HST Receivable	HST Tax Code	5.64		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	6.52	NL	56.73
5	2023-11-30	TD Visa				
Nov 2023 MH		16-123 - Admin - Volunteer Appr	Visa MH	257.43		
		16-843 - Planning & Developme	Visa MH	3.06		
		16-092 - Council - Miscellaneous	Visa MH	1,363.58		
		16-798-1 - After School Prograr	Visa MH	23.56		
		16-092 - Council - Miscellaneous	Visa MH	532.86		
		16-092 - Council - Miscellaneous	Visa MH	532.85		
		16-710 - Dunchurch Hall -High S	Visa MH	142.47		
		16-843 - Planning & Developme	Visa MH	23.40		
		16-843 - Planning & Developme	Visa MH	9.20		
		16-126 - Admin - Communicatio	Visa MH	37.45		
		16-843 - Planning & Developme	Visa MH	5.09		
		16-123 - Admin - Volunteer Appr	Visa MH	50.69		
		16-118 - Admin - Financial Expe	Visa MH	-212.26		
		11-210-2 - A/R HST Receivable	HST Tax Code	328.31		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	379.73	NL	3,097.69
6	2023-11-29	Bell Canada				
Nov 2023 CC		16-706 - Dunchurch Hall - Telep	Community Centre	50.35		
		11-210-2 - A/R HST Receivable	HST Tax Code	5.56		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	6.43	NL	55.91
7	2023-11-29	Bell Canada				
Nov 2023 Fire 1		16-237 - Station 1 - Telephone	Fire Station 1 Phone	70.70		
		11-210-2 - A/R HST Receivable	HST Tax Code	7.81		
		99-999-1 - HST (Statistical) Non-	HST Tax Code	9.03	NL	78.51

Municipality of Whitestone
List of Accounts for Approval
Batch: 2023-00117 to 2023-00129

OTHER

Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
8	2023-11-29	Bell Canada			
Nov 2023 Fire 2		16-257 - Station 2 - Telephone	Fire Station 2 Phone	79.19	
		11-210-2 - A/R HST Receivable	HST Tax Code	8.75	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	10.12 NL	87.94
9	2023-11-29	Bell Canada			
Nov 2023 Office		16-109 - Admin - Telephone	Office Phone	246.48	
		11-210-2 - A/R HST Receivable	HST Tax Code	27.21	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	31.47 NL	273.69
10	2023-11-29	Bell Canada			
Nov 2023 PW		16-322 - Cell Phone	Public Works Phone	50.35	
		11-210-2 - A/R HST Receivable	HST Tax Code	5.56	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	6.43 NL	55.91
11	2023-11-29	Bell Canada			
Nov 2023 MI		16-720 - Maple Is. Hall - Teleph	MI Phone	60.53	
		11-210-2 - A/R HST Receivable	HST Tax Code	6.68	
		99-999-1 - HST (Statistical) Non-	HST Tax Code	7.73 NL	67.21
				Total Other:	31,216.36
				Total AP:	157,501.77

Report prepared for Council December 7, 2023

Sylvia Buckingham
Digitally signed by Sylvia Buckingham
DN: O=Municipality of Whitestone,
CN=Sylvia Buckingham,
E=accountspayable@whitestone.ca
Reason: I am the author of this document
Location: your signing location here
Date: 2023.12.07 16:13:32-05'00'
Foxit PhantomPDF Version: 10.1.9

Sylvia Buckingham, Deputy Treasurer

STAFF REPORTS



Municipality of Whitestone Report to Council

Prepared for: Council

Department: Administration

Agenda Date: December 12, 2023

Report No: ADMIN-2023-14

Subject:

Integrity Commissioner Services for the Municipality of Whitestone

Recommendation:

THAT the Council of the Municipality of Whitestone receive report ADMIN-2023-14 (Integrity Commissioner Services for the Municipality of Whitestone) for information; and

THAT Council consider the following options:

- Extend the contract of Aird & Berlis for an additional year or years
- Issue a Request for Proposal for Integrity Commissioner Services

Background:

The Municipal Act

The Municipal Act, 2001, S.O. 2001, c. 25 (Act), PART V.1, ACCOUNTABILITY AND TRANSPARENCY, speaks to the requirement and well as duties of the Integrity Commissioner in Sections 223.3 (1) to 223.8

Partial excerpts from the Act:

Integrity Commissioner

223.3 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1, 5.2 and 5.3 of the *Municipal Conflict of Interest Act* to members of council and of local boards.

4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

Provision for functions if no Commissioner appointed

(1.1) If a municipality has not appointed a Commissioner under subsection (1), the municipality shall make arrangements for all of the responsibilities set out in that subsection to be provided by a Commissioner of another municipality.

Powers and duties

(2) Subject to this Part, in carrying out the responsibilities described in subsection (1), the Commissioner may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality.

Request for advice shall be in writing

(2.1) A request by a member of council or of a local board for advice from the Commissioner under paragraph 4, 5 or 6 of subsection (1) shall be made in writing.

Advice shall be in writing

(2.2) If the Commissioner provides advice to a member of council or of a local board under paragraph 4, 5 or 6 of subsection (1), the advice shall be in writing.

Whitestone Appointment of Integrity Commissioner

On October 4, 2022 By-law 52-2022, was passed being a By-law for the Appointment of Integrity Commissioner Services for the Municipality of Whitestone.

Aird & Berlis LLP was appointed to provide interim Integrity Commissioner Services for the Municipality of Whitestone commencing on October 4, 2022 to January 31, 2023.

The contract with Aird & Berlis LLP was subsequently discussed in a Closed Session meeting on February 7, 2023.

At the Regular Council meeting of February 21, 2023, the following resolution was passed:

Resolution No. 2023-090

Moved by: Councillor Joe Lamb

Seconded by: Councillor Janice Bray

11.1 Extension of Integrity Commissioner Services Contract

THAT the Council of the Municipality of Whitestone extend the contract with Aird & Berlis (John Mascarin) for the provision of Integrity Commissioner services until the end of February, 2024.

Carried

Analysis

From the time of the interim appointment in October 2022, Aird & Berlis has provided services in respect of Education and Training, Member advice, Staff advice, Investigative services (Member Code of Conduct and Municipal Conflict of Interest Act applications) as well as Legislative / Operational guidance in respect of Council, Council member related matters or operational matters related to the Municipal Act and interpretant thereof.

Financial Implications

October 2022, to November 2023 the contract costs are as follows:

2022: \$13,855

2023: \$78,020

(Note – these costs are provided from the Municipal general ledger and include HST)

This can be further detailed as follows (information provided from the Integrity Commissioners office not including HST)

Code of Conduct Complaints					\$20,771.00
	2022-01	\$1,766.50	Dismissed		
	2022-02	\$5,843.00	Dismissed		
	2023-01	\$1,181.50	Dismissed		
	2023-02	\$3,869.50	Investigated, no contravention	Joint	
	2023-03	\$3,352.00	Investigated, no contravention	Joint	
	2023-04	\$2,494.50	Investigated, no contravention	Joint	
	2023-05	\$2,153.00	Investigated, no contravention	Joint	
	2023-06	\$111.00	Investigated, no contravention	Joint	
MCIA Applications					\$10,160.50
	2023-01	\$7,428.50	Investigated, no contravention		
	2023-02	\$706.50	Investigated, no contravention	Joint	
	2023-03	\$750.00	Investigated, no contravention	Joint	

	2023-04	\$1,113.00	Investigated, no contravention	Joint	
	2023-05	\$162.50	Investigated, no contravention	Joint	
Staff Advice					\$1,311.00
Member Advice					\$19,271.00
Legislative and Operational Advice					\$22,599.00
Education and Training					\$8,182.50

Next Steps:

Council has options to consider in respect of the Municipal Act requirement for Integrity Commissioner Services including:

- Extend the contract of Aird & Berlis for an additional year(s)
- Release a Request for Proposal for Integrity Commissioner Services

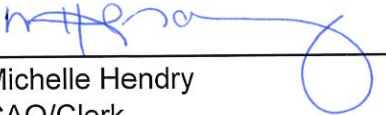
Link to Strategic Plan:

Core Values

We will govern our actions according to the following core values:

- Accountability
- Respect for others
- Honesty and integrity
- Diversity
- Openness and transparency
- Respect for nature and the environment
- Efficiency and cost effectiveness

Respectfully submitted by:



Michelle Hendry
CAO/Clerk

Attachments: None



Municipality of Whitestone

Report to Council

Prepared for: Council

Department: Administration

Agenda Date: December 12, 2023

Report No: ADMIN-2023-15

Subject:

Annual review of Fees and Charges By-law

Recommendation:

THAT the Council of the Municipality of Whitestone receive for information Report ADMIN-2023-15 (Annual review of the Fees and Charges By-law); and

THAT Council approve the recommended amendments to the Fees and Charges By-law as presented in Report ADMIN-2023-14, and

THAT a Public Meeting be scheduled as per By-law 04-2003 as amended, being a By-law to establish procedures for notice as required under the Municipal Act, 2001, revised for the Corporation of the Municipality of Whitestone.

Background:

By-law 09-2022 being a By-law to Establish Fees and Charge for services provided by the Municipality of Whitestone, was enacted on January 18, 2022 (being an update from previous Fees and Charges By-laws. By-law 09-2022 was amended in 2023 by By-law 40-2023.

A best practice for the Municipality is to annually review the Fees and Charges By-law at the end of each year or the beginning of a new year and prior to budget development, to determine if any refinements are recommended.

Analysis

Various staff have reviewed and provided comments or suggested changes in respect of their area of responsibility which are noted below. Recommended changes and refinements are shown in red on the attached SCHEDULES:

SCHEDULE A - Facility Rentals

- Recommendations for miscellaneous incremental increases

SCHEDULE B - Landfill Rate and Fees

- Recommendation to increasing Yard Waste/Leaves/Brush due to cost of grinding operations (this aligns with fees charged in McKellar)

SCHEDULE C - Planning Rates and Fees

- Recommendations in respect of the inclusion of a pre-consultation fee with the Municipal Planner as well as increases to various Security Deposits

SCHEDULE D - Building Department Rate and Fees – no recommended changes

SCHEDULE E - Road Name and 9-1-1 Signs – no recommended changes

SCHEDULE F - Cemetery Rate and Fees

- Recommended fee increases for various services (per the Cemetery Board). See Attached spread for explanations)

SCHEDULE G - Fire Service Rates and Fees – no recommended changes

SCHEDULE H - Dog Licensing Rates and Fees - no recommended changes

SCHEDULE I - General Government Fees

- Recommended addition of 'Commercial' compliance letter fee

SCHEDULE J - Miscellaneous Rates and Fees

- Recommended Entrance permit application fee increase to cover costs associated with review, inspections and administration.

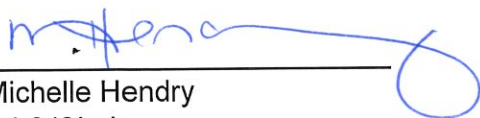
Financial Implications

As noted in the attached Schedules.

Link to Strategic Plan:

2.0 Fiscal Responsibility and Accountability

Respectfully submitted by:



Michelle Hendry
CAO/Clerk

Attachments:

- SCHEDULES A TO J of the current Fees and Charges By-law
- Submission from the Cemetery Board regarding Fees and Charges

SCHEDULE A

Facility Rentals

Fees are subject to HST

Facility	Description	Current Fee	Recommended Fee
Community Centre	Ratepayer (full day)	\$125.00	\$130.00
	Ratepayer (half day)	\$62.50	\$65.00
	Non-ratepayer	\$250.00	\$260.00
	Non-ratepayer (half day)		\$130.00
	Meetings (Sat & Sun 3 hrs max)	\$62.50	\$65.00
	Meetings (Mon – Fri 3 hrs max)	\$25.00	\$27.50
	Security/Clean up deposit	\$100.00	\$100.00
	Tablecloth cleaning and/or replacement		actual cost
Pavilion	Ratepayers	\$31.25	\$35.00
	Non-ratepayers	\$62.50	\$70.00
	Organized league/season	\$125.00	\$130.00
	Tournaments	\$125.00	\$130.00
Ball Park and Commons	Ratepayers	Donations	Donations
	Non-ratepayers	Donations	Donations
	Organized league/season	\$125.00	\$130.00
	Tournaments	\$125.00	\$130.00

Notes:

Security Deposit

A security/clean up deposit may be required at the discretion of the Municipality (Typically for Private Rentals)

Exemptions and/or Reductions in Fees

Note 1. Fees may be exempt for the following:

- Compassionate needs within the Municipality providing that any funds raised are given directly to the receiver and not put in a trust fund
- non-profit organization within the Municipality for a non-fundraising event
- Municipally sponsored events
- Funerals receptions for Whitestone families (only if the Community Centre is available and not previously)

Note 2. The Seniors **Lunch and Learn** Diner's Club is exempt

Note 3. The Rod and Gun Club fishing Derby is exempt

Note 4. The Annual Agricultural Fair as well as Agricultural Committee meetings

Note 5. The Bingo events in support of the Nursing Station

Other exemptions and/or reduction in fees may be at the discretion of the CAO/Clerk

SCHEDULE B

Landfill Rates and Fees

Fees are not subject to HST

Item	Description	Current Fee	Recommended Fee
Household Waste	Household waste free of hazardous waste	Free	Free
Electronics Waste		Free	Free
Recyclables	Plastic/Glass/Aluminum Cans etc.	Free	Free
	Fibre (Newspaper, Cardboard etc)	Free	Free
	Scrap Metals	Free	Free
Appliances and Furniture	Items with Refrigerant (refrigerant removal fee)	\$15.00 each	\$20.00 each
	Items of Furniture	\$15.00 each	\$15.00 each
	Mattress small, (crib, twin)	\$10.00 each	\$10.00 each
	Mattress, large (double, queen, king)	\$20.00 each	\$20.00 each
	Vehicle Trunk Load	\$50.00	\$50.00
	Pickup Truck or Trailer Load (Note 2)	\$100.00	\$100.00
Sorted Household Construction/Demotion Waste -Auld's Road Site Only (Note 1)	Pickup Truck or Trailer Load (Note 2)	\$50.00	\$50.00
	Small Household Quantities (Note 3)	Free	Free
Yard Waste/Leaves/Brush (Note 4)	Pickup Truck or Trailer Load (Note 3)	\$20.00	\$30.00
Propane Tanks		actual cost	actual cost
Boats	(Note 5)	Free	Free
Boat Wrap, Pool Liner	Single Boat Wrap or Small Pool Liner	\$10.00	\$10.00
	Large Pool Liner	\$30.00	\$30.00
Styrofoam and Other Plastic Foams	Small Household Quantities (Note 6)	Free	Free
	Large Quantities (Note 6)	\$10.00	\$11.00
Landfill Access Permit Card	One per property	Free	Free
	Replacement of lost card or additional cards per property	\$15.00	\$15.00
	One-time pass for visitors	\$5.00 per bag	\$5.00 per bag
Blue Box Recycling Container	First Blue Box (new residents only)	Free	Free
	Additional Blue Box	Actual cost	Actual cost

Notes:

Note 1. No Contractor construction / demolition debris will be accepted, including shingles.

Note 2. Approximate volume of pickup truck / trailer load is 120 cubic feet or 3.3 cubic metres. Landfill site attendants may use discretion in charging for larger or smaller volume loads

Note 3. Approximate volume of 200 litres / 45 imperial gallons / 0.2 cubic metres or less.

Note 4. No Contractor yard waste, leaves, or brush will be accepted.

Note 5. Only metal hulled boats, completely stripped, maximum length 20 feet, will be accepted

Note 6. Small quantities of plastic foam packaging will be accepted at no charge. \$10.00 charge is based on a volume of 200 litres / 45 imperial gallons / 0.2 cubic metres

Note 7. Tires are not accepted at Whitestone landfill sites.

SCHEDULE C

Planning Rates and Fees

Fees are not subject to HST

Description	Current Fee	Recommended Fee
Pre Consultation Fee with Municipal Planning Consultant		\$250.00
Public Meetings (Note 1)	\$350.00	\$350.00
Mailing per Envelope for notifications	\$2.00	\$2.00
Zoning By-law Amendment		
Non-Refundable Admin Fee	\$1,000.00	\$1,000.00
Security Deposit to Cover Actual Costs	\$1,500.00	\$2,000.00
Official Plan Amendment		
Non-Refundable Admin Fee	\$1,000.00	\$1,000.00
Security Deposit to Cover Actual Costs	\$1,000.00	\$1,500.00
Deeming By-law		
Non-Refundable Admin Fee	\$300.00	\$300.00
Security Deposit to Cover Actual Costs	\$800.00	\$800.00
Shore Road Allowance	Purchase land - \$2.00/m2 up to 90 m2 and \$1.00/m2 over and above 90m2	Purchase land - \$2.00/m2 up to 90 m2 and \$1.00/m2 over and above 90m2
Non-Refundable Admin Fee (Note 2)	\$1,000.00	\$1,000.00
Security Deposit to Cover Actual Costs	\$1,000.00	\$1,500.00
Shore Road Allowance Lease		
Administration Fee (initial and subsequent applications and lease assignments)	\$150.00	\$150.00
Annual Lease Payment	\$1.00	\$1.00
Legal and Planning Costs	actual costs	actual costs
Unopened Road Allowance	Purchase land - fair market value	Purchase land - fair market value
Non-Refundable Admin Fee	\$1,000.00	\$1,000.00
Security Deposit to Cover Actual Costs	\$1,000.00	\$1,500.00
Parkland Dedication (Note 3)	Residential - 5% of assessed value Commercial - 2% of assessed value	Residential - 5% of assessed value Commercial - 2% of assessed value
Minor Variance		
Non-Refundable Admin Fee	\$500.00	\$500.00
Security Deposit to Cover Actual Costs	\$1,000.00	\$1,500.00
Encroachment and/or Road Agreement		
Non-Refundable Admin Fee	\$500.00	\$500.00
Security Deposit to Cover Actual Costs	\$1,000.00	\$1,500.00
Site Plan/Development		
Non-Refundable Admin Fee	\$1,000.00	\$1,000.00
Security Deposit to Cover Actual estimated Costs	\$1,000.00	\$1500.00 (Minimum)
Subdivision Agreement		
Non-Refundable Admin Fee	\$1,000.00	\$1,000.00
Security Deposit to Cover Actual estimated Costs	\$1,000.00	\$1500.00 (Minimum)
Road Naming/Renaming Application		
Non-Refundable Admin Fee	\$300.00	\$300.00
Security Deposit to Cover Actual Costs	\$1,000.00	\$1,000.00

Notes:

Note 1 - A Public Meeting fee applies only if the Public Meeting is a Special Meeting of Council and not part of a regular Council Meeting

Note 2 - The application fee is for a single application. An additional \$25 / property for a group application (up to 10 applicants) and \$100 per property / Non refundable administration fee will be charged.

Note 3 - The Planning Act limits a Commercial Parkland Dedication fee to 2%

SCHEDULE D

Building Department Rates and Fees

How Building Permit Fees are calculated:				
The rate to be levied against each \$1000.00 of construction value shall be \$14.50 plus, a minimum base fee of \$140.00. Fees will be rounded to the nearest dollar. Fees are not subject to HST				
SAMPLE CALCULATION: <i>Residential Unit, with basement</i> Main floor (2000 sq.ft x \$140) + Basement (1800 sq.ft. x \$70) = \$406,000 (\$406 x \$14.50) + Base Fee \$140 = \$6,027 (Building Permit Fee)				
The Chief Building Official may place a valuation on the cost of the proposed work as per Section 5 of the Whitestone By-law No. 32-2015.				
	Building/ permit type	Description	Calculation factor for construction value	Notes
1	Residential/Seasonal	Single storey finished	\$140.00	Per sq. ft
		Each additional storey incldg walkout basements and finished non-walkout basements	\$70.00	Per sq. ft
2	Accessory Buildings	Garages, storage, boathouses	\$35.00	Per sq. ft
		Porches, carports, sundecks, balconies	\$25.00	Per sq. ft
		Solariums, sunrooms, bunkies, and garages (habitable/living space only)	\$50.00	Per sq. ft
3	Commercial/Industrial/ Institutional	Principal building	\$95.00	Per sq. ft
		Accessory	\$40.00	Per sq. ft
4	Designated Structures	As per Div.A.1.3.1.1. OBC	Based on cost	Based on cost
5	Farm Buildings	On land assessed for Farms	\$25.00	Per sq. ft
6	Foundation-new or replacement	Full height	\$25.00	Per sq. ft
		Crawl space, frost wall, piers	\$20.00	Per sq. ft
7	Construction/addition	Per type of permit (ie 1, 2, 3, 4, 5 or 6)	See above	Per sq. ft
		Alteration, repair and installation	Based on cost	Based on cost
8	Chimney, fireplace, woodstove		\$150.00	Flat fee
9	Demolition		\$100.00	Flat fee
10	Change of use		\$100.00	Flat fee
11	Plumbing		\$100.00	Flat fee
12	Docks		\$100.00	Flat fee
OTHER FEES			Fee	Notes
13	Permit transfer, special inspection	Special inspection fee	\$100.00	Flat fee
14	Conditional Permit	Fee plus additional fees based on class of construction	\$100.00	Flat fee
15	Alternative Solution Design	Fee plus other applicable fees	\$200.00	Flat fee
16	Building without a permit	At the Chief Building Official's discretion	Fees doubled	based on calculated fees
17	Revised drawings	Fee per revised page	\$50.00	Flat fee
18	Inactive Permit	Fee per inspection after three (3) years or more from date of issuance of the Building Permit	\$200.00	Flat fee
19	Refunds- application for refund must be made within six (6) months of issuance of permit(s)	Application filed not processed	75% of Fee paid	
20		Application filed and processed	50% of Fee paid	
21		If less than \$100	no refund	
22	Road Damage Deposit	See Policy on municipal website. Refund at the discretion of the Municipality	\$1,000.00	Flat fee
23	Re-inspection (per incident)	Inspection requested and CBO arrives at job site and the Phase to be inspected is not ready.	\$50.00	Flat fee
24	Printing Fee for Drawings	Drawings - 24" x 32"	\$10	Per Page

SCHEDULE E

Road Name and 9-1-1 Signs

Fees are not subject to HST

Service	Fee
9-1-1 Sign without post	\$20.00
9-1-1 Sign with post	\$35.00
Road name sign and post (applicant installs)	Actual cost

SCHEDULE F

Cemetery Rates and Fees

All fees are subject to HST unless noted otherwise

Item	Description	Current Fee	Recommended Fee
Burial Plot	Residents (interment rights)	\$200.00	\$220.00
	Residents (perpetual care and maintenance)	\$350.00	\$350.00
	Non-residents (interment rights)	\$600.00	\$660.00
	Non-residents (perpetual care and maintenance)	\$550.00	\$550.00
Cremation Plot	Residents (interment rights)	\$100.00	\$110.00
	Residents (perpetual care and maintenance)	\$250.00	\$250.00
	Non-residents (interment rights)	\$385.00	\$400.00
	Non-residents (perpetual care and maintenance)	\$250.00	\$250.00
Scattering	Residents (interment rights)	\$50.00	\$50.00
	Residents (perpetual care and maintenance)	\$100.00	\$100.00
	Non-residents (interment rights)	\$75.00	\$75.00
	Non-residents (perpetual care and maintenance)	\$100.00	\$100.00
Transfer of Internment Rights	(Note 1)	\$50.00	\$60.00
Flat marker under 172 sq in		N/C	N/C
Flat marker over 172 sq in		\$100.00	\$100.00
Upright monument up to 4 X 4 ft		\$200.00	\$200.00
Staking fee- Lots / Markers	(Note 2)	\$50.00	\$55.00
Opening/Closing Burial Lot		Fee as per Funeral Home; paid directly to the Funeral Home	Fee as per Funeral Home and paid directly to the Funeral Home
Opening/Closing Cremation Lot	(Note 2)	\$100.00	\$120.00
Bereavement Authority of Ontario License fee	All interments: burial, cremation or scattering	\$12.00	\$12.00

Notes:

Note 1 - No HST paid on this fee

Note 2 - This fee is paid to the Cemetery Board Member or designate who performs work

SCHEDULE G

Fire Services Rates and Fees

Fees are not subject to HST

Service	Fee
Response to motor vehicle accidents on Provincial Highways	As per M.T.O. rates/hour/vehicle
Railroad call outs for fire on or beside tracks	As per M.T.O. rates/hour/vehicle
Railroad call outs for accidents and/or incidents including derailments	As per M.T.O. rates/hour/vehicle
Gross negligence or as result of illegal act	As per M.T.O. rates/hour/vehicle
Hydro and/or Bell call outs	As per M.T.O. rates/hour/vehicle
Recovery of additional costs incurred	Actual costs
Fire occurrence report/letter	\$35.00 Each
Smoke detectors	Actual costs
Carbon Monoxide Detectors	Actual costs
Combination Smoke Detector and Carbon Monoxide Detector	Actual costs
Fire permits	Free
Incinerator permits	\$20.00 Each

SCHEDULE H

Dog Licensing Rates and Fees

Fees are not subject to HST

Item	Fee
Dog tag (annual)	\$10.00
Dog tag (life time)	\$50.00
Replacement tag	\$10.00
Animal control service fee (See Note 1)	\$50.00
Kennel Licensing Fee (annual)	\$75.00

Notes:

Note 1: By-Law Enforcement Officer finds and returns dog to owner.

SCHEDULE I

General Government Fees

Fees are not subject to HST

Item	Current Fee	Recommended Fee
Photocopies per sheet	\$0.20	\$0.20
Facsimile per sheet	\$1.00	\$1.00
Returned cheque	\$30.00	\$30.00
Copy of Official Plan	\$12.00	\$12.00
Copy of Zoning by-law	\$12.00	\$12.00
Tax certificate (per roll number)	\$30.00	\$30.00
Building and zoning compliance letter (per roll number) Residential	\$100.00	\$100.00
Building and zoning compliance letter (per roll number) Commercial		\$150.00
Commissioner stamp/certification	\$7.00	\$7.00
Bailiff fees	Actual costs	Actual costs
Small claims	Actual costs	Actual costs
Freedom of Information Request	\$5.00	\$5.00
Freedom of Information Research (staff time and photocopying)	Actual Costs	Per MFIPPA

SCHEDULE J

Miscellaneous Rates and Fees

Fees are not subject to HST

Item	Current Fee	Recommended Fee
Entrance permit application fee (non-refundable)	\$100.00	\$200.00
Entrance permit deposit	\$750.00	\$750.00
Farley Road Parking Permit (annual) - Deeded access properties only	\$55.00	\$55.00
Farley Road, Additional Guest Parking Permit (annual) - Deeded access properties only	\$15.00	\$15.00
Sign Advertising (annual)	\$200.00	\$200.00
After School Program (per day/per child)	\$6.00	\$6.00

Information from the Cemetery Board, 2023 Recommendations

Service	Specifics	Current Fees	Recommended 2024 Fees	Explanation (i.e. comparison to other Municipalities etc.)
		(2022 Fees By-law - tax extra)		
Burial Lot (single)	Residents (interment rights)	\$200.00	\$220.00	Market value adjustment includes \$12 license fee. Lot- 1 grave + 2 Cremation or 4 Cremation.
	Residents (perpetual care and maintenance)	\$350.00	\$350.00	No change. Act requires: 40% of the land cost or \$250 which ever is greater.
	Non-residents (interment rights)	\$600.00	\$660.00	Market value adjustment includes \$12 license fee. Lot- 1 grave + 2 Cremation or 4 Cremation.
	Non-residents (perpetual care and maintenance)	\$550.00	\$550.00	No change. Act requires: 40% of the land cost or \$250 which ever is greater.
Cremation Lot (single)	Residents (interment rights)	\$100.00	\$110.00	Market value adjustment includes \$12 license fee. Lot- 2 Cremations.
	Residents (perpetual care and maintenance)	\$250.00	\$250.00	No change. Act requires: 40% of the land cost or \$150 which ever is greater.
	Non-residents (interment rights)	\$385.00	\$400.00	Market value adjustment includes \$12 license fee. Lot- 2 Cremation.
	Non-residents (perpetual care and maintenance)	\$250.00	\$250.00	No change. Act requires: 40% of the land cost or \$150 which ever is greater.
Scattering grounds	Residents (Scattering rights)	\$50.00	\$50.00	New service for Whitestone, more economical for residents than cremation burial.
	Residents (perpetual care and maintenance)	\$100.00	\$100.00	New service for Whitestone. Act requires: 40% of selling price or (\$100 or \$25/certificate for multiple sale) which ever is greater.

Service	Specifics	Current Fees	Recommended 2024 Fees	Explanation (i.e. comparison to other Municipalities etc.)
		(2022 Fees By-law - tax extra)		
	Non-residents (scattering rights)	\$75.00	\$75.00	New service for Whitestone, more economical for non- residents than cremation burial.
	Non-residents (perpetual care and maintenance)	\$100.00	\$100.00	New service for Whitestone. Act requires: 40% of selling price or (\$100 or \$25/certificate for multiple sale) which ever is greater.
Transfer/Reissue		\$50.00	\$60.00	No Change. Now includes Transfer or Reissue of Certificate
Flat marker over 172 sq in		\$100.00	\$100.00	No change. Act requires: \$50 minimum fee.
Upright monument up to 4 X 4 ft		\$200.00	\$200.00	No change. Act requires: \$100 minimum fee.
Staking for Marking Lot or Monument	Fee paid to Municipality	\$50.00	\$55.00	Market value adjustment. Fee applies to staking or marking burial lot, monument location, or scattering location. Fee includes attendance of Cemtery Bd. member for entire interment.
Opening/Closing Burial Lot	Fee to Funeral Home			No change. <u>Funeral Home to ensure contractor has appropriate Liability & WSIB insurance .</u>
Opening/Closing Cremation Lot	Fee to Municipality	\$100.00	\$120.00	No change. Fee in addition to staking fee, includes Cemetery Board member or designate, opening & closing for interment.



Municipality of Whitestone Report to Council

Prepared for: Council

Department: Administration

Agenda Date: December 12, 2023

Report No: ADMIN-2023-16

Subject:

Emergency Management and update of the Emergency Response Plan

Recommendation:

THAT the Council of the Municipality of Whitestone receive report ADMIN-2023-16 (Emergency Management and update of the Emergency Management Response Plan) for information; and

THAT Council endorse and approve the 2023 Emergency Response Plan as presented.

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*, R.S.O. 1990, c. E.9. The purpose of this report is to provide Council with an update on the status of Emergency Management in Whitestone and the Emergency Response Plan.

The Area Municipalities of West Parry Sound, with the exception of Whitestone, share a joint Emergency Response Plan. Whitestone has developed a stand-alone plan specific to Whitestone only.

The first By-law adopting an Emergency Plan for the Municipality of Whitestone was passed in 2001, with subsequent updates and associated By-laws passed in 2004, 2006, 2008 and 2021.

The Whitestone Municipal Emergency Management Coordinator (CEMC) is Kathy Whitman who is also a volunteer member of the Whitestone Fire and Rescue Department. Kathy was first appointed to the role on October 17, 2017, in an interim capacity (replacing Tammy Wylie, former CAO/Clerk) and has continued with the role since then.

The alternate CEMC is Councillor Janice Bray, also a volunteer member of the Whitestone Fire and Rescue Department, who was appointed as an alternate on March 15, 2022.

The CEMC and alternate CEMC report to the CAO in the organizational structure of the Municipality.

Acronyms

For the purpose of this report, please note the following acronyms:

BEM - Basic Emergency Management
CEMC – Community Emergency Management Coordinator
CEMPC - Community Emergency Management Program Committee
ECG – Emergency Control Group
EIO – Emergency Information Officer
EMO – Emergency Management Ontario
EMPCA - Emergency Management and Civil Protection Act
EOC – Emergency Operations Centre
ERP – Emergency Response Plan
HIRA - Hazard Identification and Risk Assessment

Analysis:

The CEMC is responsible for facilitating and implementing ongoing activities to strengthen the Municipality's Emergency Management Program. The Emergency Management Program allows for the ability to prepare, mitigate, respond to, and recover from major emergencies affecting the residents of Whitestone.

The Office of Emergency Management Ontario (EMO) performs an annual year-end audit of all Municipal Emergency Management Programs in Ontario. An annual statement of compliance must be submitted by the CEMC declaring that the Municipality has met all requirements.

Annually, the Municipality undertakes activities to meet compliance with the requirements of the *Emergency Management and Civil Protection Act* and Ontario Regulation 380/04.

2023 compliance information:

1. **Designation of a Community Emergency Management Coordinator,**
O. Reg. 380/04, s. 10 (1)

Kathy Whitman is designated as the Municipality of Whitestone Community Emergency Management Coordinator (CEMC) and Janice Bray is designated as the alternate CEMC

2. **CEMC and their Alternate, are required to complete provincial training,**
O. Reg. 380/04, s. 10 (2)

There are four (4) minimum CEMC training requirements:

- Basic Emergency Management (BEM)
- Community Emergency Management Coordinator (CEMC) Course
- Incident Management System (IMS) 100
- Incident Management System (IMS) 200

CEMC Kathy Whitman has completed three (3) of the training requirements to date and

CEMC Kathy Whitman has completed three (3) of the training requirements to date and is working on scheduling the last minimum requirement, IMS 200, in the near future.

Alternate CEMC Janice Bray has completed two (2) of the mandatory training requirements to date.

Janice Bray is considering stepping down as the alternate CEMC due to her busy schedule as a Councillor. John Stothers, also a volunteer member of the Whitestone Fire and Rescue Department and retired Field Officer from the Office of the Fire Marshal and Emergency Management, has indicated an interest in assuming the role of alternate CEMC. This will be addressed at the January 2024 Council meeting.

3. Community Emergency Management Program Committee (CEMPC),
(EMPCA), O. Reg. 380/04, s. 11

- (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.

In a Report to Council dated February 19, 2019, from Bob Whitman, Fire Chief, a number of people were designated as members of the CEMPC. A Committee member however was not appointed as the chair of the Committee (item (4) above).

The CEMPC has never formally met as a Committee to fulfill its role in conducting an annual review of the Emergency Management Program nor have any recommendations been made to Council. (Note: although it is the same individuals/staff titles who are assigned to be members of the ECG – the purpose of this Committee is different than that of the ECG).

This will be rectified in 2024. Members will be reappointed and a chair will be appointed as well. At least two meetings per year will be scheduled.

**4. Hazard Identification and Risk Assessment Review (HIRA),
EMPCA s.2 .1 (3)**

In developing its emergency management program, every municipality shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies

The Municipality's existing HIRA, being a component of the Emergency Response Plan is reviewed annually by the CEMC.

In 2023, the HIRA was reviewed collectively by ECG during the November training session.

**5. Revised Emergency Response Plan (ERP),
EMCPA s. 3.1 (1), s. 3.1 (6), s. 6.2**

All municipalities are required develop an ERP and to review and, if necessary, revise it every year.

The Whitestone ERP was rewritten in 2023 by the CEMC Kathy Whitman with the assistance and input from Michelle Hendry (CAO), John Stothers and Diane Floss (Field Officer, EMO) and Paula Macri (Planning Assistant).

Whitestone has integrated the Incident Management System (IMS) framework in the new ERP and will continue to develop the ERP to include annual updates, incorporating the IMS-based approach.

**6. By-Law to Adopt the Emergency Response Plan & Program,
EMCPA s. 3 (1)**

By-Law No. 77-2023, Being a By-law to adopt an Emergency Plan for the Municipality of Whitestone and to repeal By-law No. 56-2021 is being presented to Council for adoption at the December 12, 2023 Council meeting.

7. Designated Emergency Operations Centre, O. Reg. 380-04 s. 13 (1)

The Municipality of Whitestone has designated and continues to maintain both a primary and an alternate Emergency Operations Centre (EOC).

8. Emergency Operations Centre (EOC) Communications,
O. Reg. 380/04 s. 13 (2)

The EOC is supported by technological and telecommunications systems as well as an emergency generator, to ensure effective communication in an emergency. Upgrades may be considered/ recommended and this would be the responsibility of the Community Emergency Management Program Committee when it reports to Council annually.

9. Critical Infrastructure Identification,
EMCPA s. 2.1 (3)

The Emergency Response Plan contains a listing of all critical infrastructure within the boundaries of Whitestone.

10. Annual Training for the Municipal Emergency Control Group,
EMCPA s. 2. 1 (2), O. Reg. 380/04 s. 12 (3)

Members of the Municipal Emergency Control Group (ECG) are required to participate in an annual training component to ensure their readiness is maintained and skills are built upon for emergency response(s).

In November 2023, the ECG and alternates met and received training on IMS 100 from John Stothers. The ECG reviewed components of the ERP specifically roles and responsibilities and the HIRA.

Additionally, the ECG inspected and prepared to update the 'supply containers' for the EOC.

11. Annual Emergency Exercises,
EMCPA s. 2. 1 (2), O. Reg. 380/04 s. 12 (6)

The ECG group shall conduct an annual practice exercise for a simulated emergency incident in order to evaluate the municipality's emergency response plan and its own procedures.

The preparation and update of the 'supply containers' for the EOC (as noted above Item 10) will be reported to EMO as the requisite practice exercise for 2023.

12. Designated Emergency Information Officer,
O. Reg. 380/04 s. 14 (1)

Eva Fincham, the CEO of the Whitestone Library and Technology Center, is the designated Emergency Information Officer (EIO), responsible for coordinating emergency information whenever the Whitestone Emergency Plan and Emergency Operations Centre are activated. The designated Emergency Information Officer is a member of the ECG.

13. Public Education and Awareness Program,
EMCPA s. 2.1 (2c)

Annual public education activities are important ongoing components of the Emergency Management Program.

The Municipality maintains a dedicated webpage for Emergency Management information on the Municipal website - [Municipality of Whitestone - Emergency Management](#). Public education efforts in 2023 included several FACEBOOK posts related to Emergency Preparedness and a FACEBOOK post regarding Information and Resources for the 2023/24 Respiratory Illness Season, provided by Ontario's Emergency Management Community.

With guidance from the EIO, and recommendations from the Community Emergency Management Program Committee, a more robust Public Education and Awareness Program will be developed for 2024 and going forward.

Next Steps:

The CEMC will prepare and submit an annual statement of completion/compliance report to Emergency Management Ontario in December 2023.

Additionally:

- Final training requirement for the CEMC will be scheduled as soon as practical in 2024
- Appointment of a new Alternate CEMC, January 2024
- Update and appoint members to the Community Emergency Management Program Committee, including the appointment of a Chairperson in January 2024
- Schedule a minimum of two (2) meetings per year for the Committee to review and make recommendations regarding the Emergency Management Program
- Improve Public Education and Awareness in 2024 including information in the e-newsletter, the quarterly hardcopy newsletter, and on FACEBOOK.

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: None

BY-LAWS



WHITESTONE FIRE RESCUE

Bob Whitman, Fire Chief

Office: 705-389-2466

Cell Phone: 705-774-1967

Fax 705-389-3824

Email: fire.department@whitestone.ca

To: Mayor and Council

Date: November 23, 2023

From: Bob Whitman Fire Chief

RE: Cost of maintaining the helipad

Whitestone Fire Rescue uses Air Ornge services to transport critically ill residents of Whitestone on average of 8 to 10 times in a year with the majority of the time Air Ornge landing as close to or at the scene (modified on scene) or at Whitestone Lake School.

Air Ornge lands at the Ardbeg Helipad at night on average 1 or 2 times at the most in a year

I spoke with Andrew Burrows manager, flight operations at Ornge inquiring if there is more funding available to maintain the Helipad to help cover the actual cost to maintain the Helipad.

See attached E-mail from Andrew Burrows manager, flight operations at Ornge.

There are two (2) costs associated with maintain the Helipad: (1) cost for Public Works to plow and remove the snow at the Helipad at a cost of \$5,500 annual plus or minus depending on snow events for the year. See attached E-mail from David Creasor, Public Works Manager; and (2) cost to maintain the Helipad is insurance coverage, annual cost in 2022 was \$2,269.29, in 2023 was \$2,527.20

Thank you

Bob Whitman, Fire Chief

From: Andrew Burrows [<mailto:aburrows@ornge.ca>]
Sent: November 23, 2023 11:30 AM
To: Bob Whitman <fire.department@whitestone.ca>
Subject: Whitestone Helipad

Good Morning, Fire Chief Whitman,

It was a pleasure speaking with you yesterday. As per our conversation, regrettably, we are unable to increase the helipad stipend of \$3,500 for this calendar year. The funded helipad program stands as a legacy initiative, and presently, there are no supplementary funds available through Ornge to enhance this amount. We are taking steps with the hope of rectifying this for the upcoming inspection cycle (2024), aiming for an increase from \$3,500 to \$5,000. I will ensure to keep you updated as we progress through this process.

I understand that this might not align with your expectations regarding this year's funding allocation. Nevertheless, Ornge is bound from providing the anticipated funding (\$3,500) for the 2023 calendar year, in the absence of a signed contract.

Please don't hesitate to reach out if you have any further inquiries

From: David Creasor [<mailto:david.creasor@whitestone.ca>]
Sent: November 22, 2023 4:15 PM
To: Fire Department <fire.department@whitestone.ca>
Subject: Helipad Plowing costs

Hi Bob,

The cost to plow the Helipad would be roughly \$5500 annual depending on how many plow events there are. Plus insurance costs.

Sincerely,
Dave

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

BY-LAW NO. 72-2023

Being a By-law to authorize an agreement between the Corporation of the Municipality of Whitestone and Ornge for the Helipad Maintenance and to repeal By-law 09-2020

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 the Council of the Municipality of Whitestone deems it in the best interest of the taxpayers to enter into this agreement;

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

Short Title:

This By-law shall be known as the Municipality of Whitestone and Ornge for the Helipad Maintenance By-law.

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 Ornge; and
2. **THAT** By-law No. 09-2020 is hereby repealed;
3. **THAT** this By-law shall come into force and take effect upon passage thereof.

READ a **FIRST** and **SECOND** time this 12th day of December, 2023.

Mayor George Comrie

CAO-Clerk Michelle Hendry

Read a **Third** time and **Passed, Signed** and **Sealed** this 12th day of December, 2023.

Mayor George Comrie

CAO-Clerk Michelle Hendry



care in motion

Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8

1.800.251.6543
647.428.2005 tel
647.428.2006 fax

Execution Copy
#23-01-033

Thursday, February 16, 2023

Municipality of Whitestone (the “**Operator**”)
Tammy Wylie
21 Church Street
Dunchurch, Ontario P0A 1G0

Operator of the **[R009 / Ardbeg
(Whitestone)]** helipad located at:
45.6397° / -80.0803° (the “**Property**”)

Dear Tammy Wylie,

Re: Company-Approved Helipad Agreement (the “**Agreement**”)

This letter agreement (the “**Agreement**”) sets out the terms and conditions of the use, operation and maintenance of the Helipad, Surrounding Area and Easement, each as defined below. We trust that this Agreement reflects the understanding between yourself and Ornge. If so, please have an authorized signatory execute **two copies** of this Agreement by signing in the space provided at the end of the document and return one copy to the following address:

Ornge
5310 Explorer Drive
Mississauga, Ontario
L4W 5H8
Attention: Helipad Program

By way of background:

- A. The Operator owns, leases or otherwise has a legal right of ownership or control over the Property that includes the Helipad, Surrounding Area and Easement Lands, as defined below (collectively, the “**Subject Lands**”);
- B. Ornge, along with its subsidiaries and affiliates (collectively referred to as “**Ornge**” in this Agreement), provides ambulance services to the people of Ontario, under an agreement with the Ministry of Health and Long-Term Care, using helicopters and using land ambulance vehicles which Ornge operates or which are operated by third parties who coordinate with Ornge (collectively, the “**Services**”);
- C. Ornge seeks the right to use the Operator’s Subject Lands in order to provide the Services;
- D. The Operator has agreed to provide and grant to and in favour of Ornge the right to use the Subject Lands in connection with the Services and to ensure that the Subject Lands are available in safe, secure and effective condition such that Ornge may use the Subject Lands when the need arises, all subject to and in accordance with the terms of this Agreement.



care in motion

Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8

1.800.251.6543
647.428.2005 tel
647.428.2006 fax

Execution Copy
#23-01-033

NOW THEREFORE, Ornge and the Operator hereby agree as follows:

DESCRIPTION OF SUBJECT LANDS

1. Schedule A to this Agreement illustrates the location and boundaries of the Helipad, Surrounding Area and Easement Lands on the Property.
2. For the purposes of this Agreement:
 - (a) the **Helipad** comprises Final Approach and Take-Off area (“**FATO**”) and the Touch Down and Lift-Off Area (“**TLOF**”) as depicted in Schedule A;
 - (b) the **Surrounding Area** comprises the land immediately surrounding the Helipad that is 100 feet or more radius from the center of the Helipad, as well as an area ten feet wide and running the full length of the lead-in cones/lights if the pad is so equipped, as depicted in Schedule A; and
 - (c) the **Easement Lands** comprise the land connecting the Helipad and Surrounding Area to the public road as depicted in Schedule A.

REPRESENTATIONS OF THE OPERATOR

3. The Operator represents and warrants to Ornge that:
 - (a) the Operator owns, leases or otherwise has a legal right of ownership or control over the Subject Lands to the extent sufficient to legally grant and provide to and in favour of Ornge the right to use the Subject Lands in connection with the Services and has, to the extent required, obtained any consents required from any third parties to grant such rights;
 - (b) the Operator has all the necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement;
 - (c) the TLOF is made of concrete, asphalt, sod or coarse gravel such that it is capable of bearing the static and dynamic weight of Ornge’s helicopter (approximately 6,800 kilograms);
 - (d) the FATO is made of either concrete, asphalt, sod or coarse gravel and will be kept free from dust, loose dirt, sand, and similar material that could create significant amounts of dust when a helicopter lands or takes off which can result in both safety and maintenance issues in helicopters; and
 - (e) the TLOF and FATO comply, and will at all times during the term of this Agreement comply, with subsection 305.29 of the Canadian Aviation Regulations.



care in motion

Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8

1.800.251.6543
647.428.2005 tel
647.428.2006 fax

Execution Copy
#23-01-033

GRANT OF RIGHTS TO USE SUBJECT LANDS

4. Subject to the terms of this Agreement, the Operator hereby grants to and in favour of Ornge (and its employees, contractors, agents and other third parties working in cooperation with Ornge, including without limitation third party land ambulance service providers (collectively “**Ambulance Personnel**”) the following rights and interests in and to the Subject Lands, which the parties hereby acknowledge, confirm and agree constitute rights and interests in and to the Subject Lands:
 - (a) an exclusive right to use and occupy the Helipad and Surrounding Area from time to time and at all times for the purposes of providing the Services, including: (i) causing helicopters to land and take off from the Helipad; (ii) providing space for land ambulances to park while delivering patients to, or receiving patients from, an air ambulance; (iii) transferring patients between air ambulances and land ambulances and providing care to such patients during such transfers; (iv) installing, inspecting and maintaining Navigation Equipment (as defined in Section 10 below); (iv) verifying that the Operator is carrying out its obligations under this Agreement and that the Subject Lands are suitable for the foregoing uses; and (v) other activities related or ancillary to the provision of the Services; and
 - (b) an exclusive easement in gross or right and interest in the nature of an easement in gross in, on, upon, along, over and across the Easement Lands, for the benefit of Ornge and the Ambulance Personnel (together with its and their respective vehicles, supplies, equipment and machinery) for the purposes of ingress to and egress from the Helipad and the Surrounding Area in connection with the provision of the Services.

MAINTENANCE AND REPAIR OF SUBJECT LANDS

5. The Operator will ensure that the Helipad, Surrounding Area and Easement Lands are available for the purposes set out in Section 4, on a twenty-four hours per day, seven days per week basis.
6. The Operator will, at all times and as necessary, undertake all reasonable maintenance and repair of the Subject Lands to meet the availability commitment set out in Section 5 and otherwise to enable Ornge to provide a safe take-off and landing site for air ambulances.
7. Without limiting the generality of Section 6, the Operator will:
 - (a) promptly clear the Subject Lands of all debris, vehicles, obstacles and unsecured objects that may in any way preclude or limit full access to, or use of, the Subject Lands as contemplated by this Agreement;



- (b) promptly clear all ice from the Subject Lands, so that no accumulation of ice occurs, provided that no salt may be used to remove such ice but urea may be used;
 - (c) promptly clear snow (including any drifts or piles) greater than two inches deep from the Subject Lands during and after a snowfall, so that no accumulation in excess of two inches occurs;
 - (d) promptly clear or water down dust, loose dirt, sand, and similar material that could create significant amounts of dust when a helicopter lands or takes off;
 - (e) promptly clear the Helipad of any objects or debris which could, if struck by a helicopter or any moving part of a helicopter, cause a safety incident. This includes structures such as fences, gazebos, sheds, outhouses, etc.;
 - (f) promptly clear the Easement Lands of vehicles or other obstacles that may in any way preclude or limit access to the Helipad and Surrounding Area as contemplated by this Agreement;
 - (g) routinely cut any grass or other vegetative ground cover such that the height thereof does not exceed six inches on the Helipad;
 - (h) routinely cut any grass or other vegetative ground cover so that neither blocks or impedes the visibility of the Navigational Equipment; and
 - (i) trim any grass, bushes, trees or vegetative ground cover on the Subject Lands as directed by Ornge from time to time.
8. The Operator will not make any changes to the Subject Lands (other than maintenance in accordance with this Agreement) without the prior written consent of Ornge.
9. The Operator will not knowingly do (or fail to do) anything that would impede the use of the Subject Lands by Ornge and Ambulance Personnel as contemplated by this Agreement or that could endanger the safety of Ambulance Personnel or patients.

NAVIGATION EQUIPMENT

10. Ornge may, where necessary, supply navigational equipment, which may include solar/battery powered lights and reflective cones (the “**Navigational Equipment**”) and will install such Navigational Equipment on the Subject Lands, substantially as illustrated in Schedule A.
11. All Navigational Equipment will remain the property of Ornge at all times. Ornge may retake possession of Navigation Equipment at any time without notice.



care in motion

Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8

1.800.251.6543
647.428.2005 tel
647.428.2006 fax

Execution Copy
#23-01-033

12. The Operator will maintain the Navigational Equipment (for example, by changing dead batteries) and take reasonable measures to ensure that the Navigational Equipment is not damaged or stolen.
13. The Operator will be responsible for reimbursing Ornge for the cost of repairing or replacing any Navigational Equipment that is damaged or stolen while in the possession of the Operator.

MONITORING, NOTIFICATION AND INSPECTIONS

14. The Operator will regularly inspect the Subject Lands to ensure that they are maintained to the standard set out in this Agreement and are available for use in accordance with the requirements of this Agreement. Such inspections will be carried out at least every week, or more frequently as may be reasonably necessary in the event of inclement weather such as snow, heavy rains, high winds, or electrical storms.
15. The Operator will immediately notify the Ornge Communications Centre (“OCC”) at 1-833-401-5577 if any of the following adverse conditions arise:
 - (a) the Helipad is not available for the receipt and transport of patients (which for clarity should only be in situations that are beyond the reasonable control of the Operator);
 - (b) access to the Helipad or Surrounding Area, or passage over the Easement Lands, is impeded in any way, including for planned outages (for example, construction);
 - (c) if any hazard exists which could reasonably be expected to compromise the safe access and use of the Helipad, Surrounding Area or Easement Lands by Ornge or Ambulance Personnel;
 - (d) any Navigational Equipment is not working, is visibly damaged, or is stolen or missing; or
 - (e) the occurrence of any event of Force Majeure (as defined in Section 37).

When providing notice of any of the adverse conditions described in this Section 15, the Operator will provide reasonable detail about the nature of the adverse conditions and the Operator’s reasonable estimate of the period of time for which it expects the adverse conditions to continue. For clarity, notifications given under Section 15 will be provided by telephone notwithstanding the general notification provisions set out in Section 35 of this Agreement.

16. The telephone number of the OCC set out in Section 15 is confidential. The Operator will keep this telephone number confidential. The Operator will not use or disclose this



telephone number to any other person or organization, except in accordance with this Agreement or with the prior written consent of Ornge.

17. The Operator will permit Ornge to inspect the Subject Lands to ensure compliance by the Operator with this Agreement. Ornge will endeavor to conduct inspections at reasonable times and on reasonable notice to Operator, provided that Ornge reserves the right to conduct inspections at any time and on no notice given the emergency nature of the Services that will be undertaken on the Subject Lands.

RISK MANAGEMENT

18. The Operator will defend, indemnify and hold harmless Ornge and its members, directors, officers, employees, contractors and from and against: (a) any personal injury or damage to tangible property; and (b) any and all claims, actions, judgments, costs, damages, expenses (including reasonable legal expenses), losses or liabilities incurred or suffered by an indemnified party, in each case to the extent caused by the negligence or willful act or omission of the Operator or by the material breach of a representation, warranty or covenant of the Operator under this Agreement.
19. Ornge will defend, indemnify and hold harmless the Operator and its members, directors, officers, employees, contractors and from and against: (a) any personal injury or damage to tangible property; and (b) any and all claims, actions, judgments, costs, damages, expenses (including reasonable legal expenses), losses or liabilities incurred or suffered by an indemnified party, in each case to the extent caused by the negligence or willful act or omission of Ornge or by the material breach of a representation, warranty or covenant of Ornge under this Agreement.
20. In no event will Ornge be liable to the Operator for any indirect, special, incidental, exemplary, punitive or consequential damages, or lost revenue, profits or business, whether based on breach of contract, tort (including negligence) or otherwise, arising from or related to this Agreement or the use of the Subject Lands as contemplated in this Agreement, regardless of whether Ornge has been advised, knew or should have known of the possibility of such damages.

TERM AND TERMINATION

21. This Agreement will commence on the date that it is fully executed by the parties (the “**Commencement Date**”), and will continue for a term of 3 years after the Commencement Date, unless terminated earlier.
22. Ornge may terminate this Agreement by giving written notice of default to the Operator if the Operator breaches any of its representations, warranties or obligations under this Agreement and fails to remedy such default within the cure period specified in the notice of default (or within 20 days of the date of the notice if no such cure period is specified),



provided that Ornge may terminate immediately upon notice for the following events of default:

- (a) any willful breach of this Agreement or intentional misrepresentation by the Operator under this Agreement; and
 - (b) any fraudulent act or omission of the Operator.
23. Ornge may terminate this Agreement at any time, for any reason and without any cost, damages or penalty to the terminating party, upon giving at least 10 days' written notice to the Operator. Where Ornge gives such notice, this Agreement will terminate on the date set out in the notice, which date shall not be less than 10 days from the date on which notice is given.
24. In the event the Agreement is terminated or expires, the Operator will return to Ornge any property that was provided to the Operator by or on behalf of Ornge, including without limitation any Navigation Equipment.

COSTS AND EXPENSES

25. After Ornge's annual inspection of the Subject Lands, Ornge will pay to the Operator \$3,500 CAD ("Fee") for the maintenance and repair of the Subject Lands.
26. The Operator will ensure that the Fee is only spent on costs incurred for the maintenance and repair of the Subject Lands. The Operator will retain invoices, receipts and other financial documentation to demonstrate the use of the Fee, and the Operator will provide such financial documentation to Ornge upon Ornge's reasonable request.

MISCELLANEOUS

Governing Law

27. This Agreement will be governed by, and interpreted and enforced in accordance with the laws of the Province of Ontario. Each party irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

Independent Parties

28. The Operator is not an agent, partner, officer, employee or servant of Ornge or of Her Majesty the Queen in Right of the Province of Ontario (as represented by the Ministry of Health and Long-Term Care) (the "**Ministry**"). The Operator acknowledges and agrees that it is, and shall be at all times an independent contractor for purposes of this Agreement. The Operator is not in any way authorized to make a promise, agreement or contract on behalf of Ornge or the Ministry.

**care in motion**

29. All personnel assisting the Operator in fulfilling its obligations under this Agreement shall be employees or subcontractors of the Operator and shall not, for any purpose, be deemed to be the employees of Ornge or the Ministry.

Audit Rights

30. Upon Ornge's reasonable request, the Operator will provide to Ornge any information or documents that Ornge requires for the purposes of administrating, enforcing, overseeing, planning, analyzing, investigating or inspecting any aspect of this Agreement or the Subject Lands.
31. Ornge may disclose the Operator's information or documents to the Ministry of Health, Transport Canada (which oversees civil aviation including helipads) and to others as permitted or required by law.

Assignment and Subcontractors

32. Subject to Section 33, the Operator will not assign this Agreement or any or all of its rights or obligations under the Agreement without the prior written consent of Ornge, which consent may not be arbitrarily withheld. Any purported assignment done without such consent shall be of no force and effect and, in such circumstance and will constitute an event of default for the purposes of Section 22.
33. The Operator may, without the consent of Ornge, subcontract any portion of its duties under this Agreement provided that Ornge may, in its sole discretion, continue to deal with the Operator, rather than the subcontractor, in respect of the work performed by the subcontractor and the Operator shall report to Ornge regarding the work performed by the subcontractor. The Operator shall enter into a written contract with the subcontractor on terms that do not compromise the nature, scope and quality of services to be provided under this Agreement, and that do not impair the rights accorded to Ornge under this Agreement. The Operator shall at all times be held fully responsible for the acts and omissions of each such subcontractor and its directors, officers, employees, independent contractors, subcontractors, shareholders, members, partners, agents or other representatives, and their successors and assigns.
34. Ornge may assign this Agreement or any or all of its rights or obligations under this Agreement without the consent of the Operator. The Operator will be bound by any such assignment.

Notice

35. Subject to Section 15, any notice or other communication that is required to be given or that may be given by either party to this Agreement to the other party will be in writing and given by personal delivery or by registered mail, courier or email to the addresses listed below. Any notice given by personal delivery or email will be conclusively



care in motion

Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8

1.800.251.6543
647.428.2005 tel
647.428.2006 fax

Execution Copy
#23-01-033

deemed to have been given on the day of actual delivery of the notice; if given by registered mail, on the third day following the deposit of the notice in the mail; if by courier, on the second day after delivery of the notice to the courier.

For all **operational and non-legal** matters/notices to Ornge:

Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8
Attention: Helipad Program
helipadsupport@ornge.ca

For all **legal** matters/notices to Ornge:
Ornge

5310 Explorer Drive
Mississauga, Ontario L4W 5H8
Phone: (647) 428-2005
Attention: Legal Department
legal@ornge.ca

Amendments

36. This Agreement may be amended, modified or supplemented only by a written agreement signed by each party.

Force Majeure

37. If, as a result of an event of Force Majeure, the Operator fails to perform or comply with any of its obligations under this Agreement, such failure shall not constitute a default or breach of this Agreement. Dates and times by which the Operator is required to render performance under this Agreement shall be postponed automatically to the extent and for the period of time that the Operator is prevented from meeting them by causes beyond its control which are not avoidable by the exercise of reasonable foresight. Such causes (each such cause, an event of “**Force Majeure**”) shall include but not be limited to acts of God, acts of war, riots, fire, or other causes or contingencies beyond the control of, and occurring not as a result of the negligence or misconduct of, the Operator, but shall not include epidemics or other public health emergencies, inclement weather, financial distress or difficulty, strikes, labour disruptions, or lock outs. The Operator shall resume its obligations under this Agreement when the event of Force Majeure has ended. Notwithstanding the foregoing, if performance of a material obligation is prevented or delayed for more than 120 days by reason of an event of Force Majeure, Ornge may on notice treat the delay as an event of default for the purposes of Section 22.

Whistleblowing

38. Concerns regarding Ornge’s business practices or ethical conduct may be forwarded to ca_ornge_whistleblower@pwc.ca.

Entire Agreement



care in motion

Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8

1.800.251.6543
647.428.2005 tel
647.428.2006 fax

Execution Copy
#23-01-033

39. This Agreement constitutes the entire agreement between the parties relating to the subject matter of the Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, express or implied, between the parties. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, other than those expressed herein that induced any party to enter into this Agreement or in which reliance is placed by any party, except as specifically set forth in this Agreement. Without limiting the foregoing, Ornge makes no, and disclaims any, representations about the frequency with which it will use the Helipad.

Severability

40. The invalidity of any particular provision or portion of any particular provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid provision or portion of any particular provision were omitted.

Parties Bound

41. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, agents, successors, and permitted assigns.

Independent Legal Advice

42. The Operator acknowledges that:
- (a) this Agreement has been prepared solely by legal counsel for Ornge and that such legal counsel does not act for the Operator in any manner with respect to this Agreement; and
 - (b) the Operator has been advised to, and has the right to, obtain independent legal advice before executing the Agreement.

By executing the Agreement, the Operator confirms that it has either sought independent legal advice or waived its opportunity to do so, and that it understands and intends to be bound in all respect by this Agreement.

Spousal Consent

43. The Operator warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless the Operator's spouse has executed the consent provided below.

[Signature page to follow]




Ornge
5310 Explorer Drive
Mississauga, Ontario L4W 5H8

1.800.251.6543
647.428.2005 tel
647.428.2006 fax

Execution Copy
#23-01-033

Yours truly,
ORNGE

By:

DocuSigned by:

ECBE7AA0334E490...

Peter Cunnington
Chief Operating Officer - Aviation

Signed on
2/17/2023, 20__

ACCEPTED AND AGREED TO BY THE OPERATOR:

IN WITNESS WHEREOF the following party
has executed this Agreement:

Signed on
December, 20 23)
in the presence of:)

_____))
Witness signature)

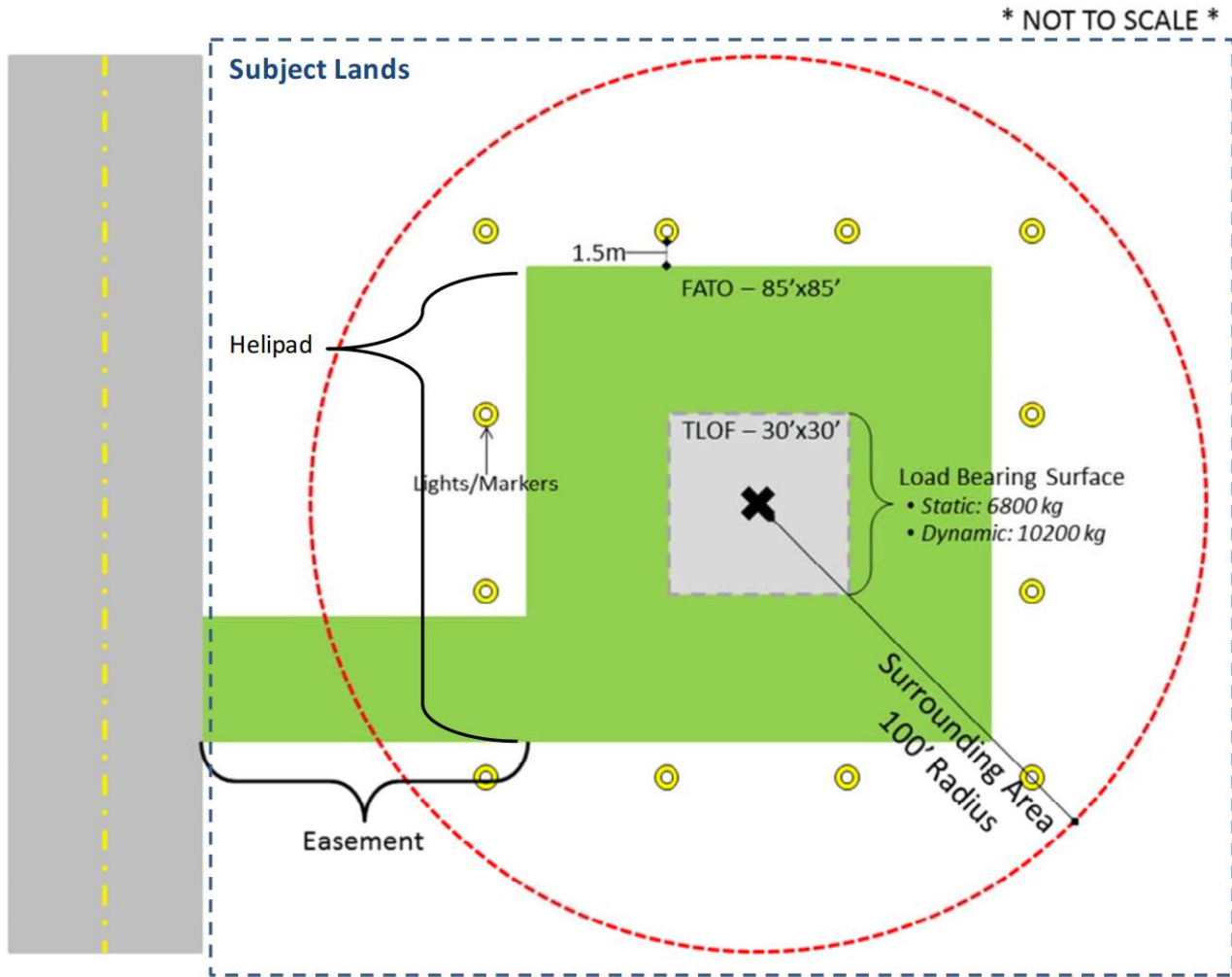
_____))
Print name)

_____))
Name: George Comrie)
Title: Mayor)

_____))
Name: Michelle Hendry)
Title: CAO-Clerk)



SCHEDULE A – DESCRIPTION OF SUBJECT LANDS





MEMORANDUM

To: Mayor and Council
From: Maneesh Kulal , Treasurer
Date: December 12, 2023
Re: Contribution Agreement Active Transportation Fund

Background

In 2021 Council requested that staff consider a capital project for the Engineering and Design of a sidewalk from Marina Drive to Moore Drive, on the west side of Hwy 124 in Dunchurch. This work was delayed in both 2021 and 2022 due to ongoing discussions with the Ministry of Transportation (MTO).

In 2022 Staff applied for a grant from the Federal Active Transportation program for this sidewalk (in support of accessibility). Funding was approved in the amount of \$132,000.

The 2023 draft budget initially recommended proceeding with the sidewalk based on the approved grant however during budget discussions, the proposed sidewalk was repositioned as a project for a future year (2024 or 2025).

This new Dunchurch sidewalk will generate approximately 439 meters of sidewalk. This project aims to provide safe connections within the community, catering to various needs:

- Ensuring safe passage for school children throughout the community.
- Allowing safe pedestrian access to public services in Dunchurch and supporting Council accessibility commitments

Project Budget

The total project eligibility cost (from the funding application) is \$225,000, with a grant contribution of \$132,000 and a municipal contribution of \$93,000.

Project action plan

In the current fiscal year, an Engineering study was conducted. In 2024, the process of obtaining a permit from MTO, which takes a considerable amount of time, will be initiated. The project is scheduled for completion in 2025.

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE
BY-LAW No. 74-2023**

**By-law No. 74-2023, being a By-law to authorize entering into with
His Majesty the King in Right of Canada, as represented by the Minister of
Infrastructure and Communities, hereinafter referred to as the Minister of Housing,
Infrastructure and Communities (“Canada”)
in respect of the Active Transportation Fund and a contribution for the Dunchurch
accessible sidewalk**

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 the Municipality of Whitestone applied for funding under the Active Transportation Fund to support a contribution for the Dunchurch accessible sidewalk:

AND WHEREAS the Municipality of Whitestone received confirmation from the Minister of Intergovernmental Affairs, Infrastructure and Communities on December 22, 2022 that a federal contribution to the project in the maximum amount of \$132,000 has been approved.

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

Short Title

This By-Law shall be known as the 2023 Active Transportation Fund By-law.

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 His Majesty the King in Right of Canada, as represented by the Minister of Infrastructure and Communities;
2. **AND THAT** this By-law shall come into force on December 12th, 2023

READ a **FIRST** and **SECOND time** this 12th day of December, 2023

Mayor George Comrie

CAO-Clerk Michelle Hendry

Read a **Third time** and **Passed, Signed** and **Sealed** this 12th day of December, 2023.

Mayor George Comrie

CAO-Clerk Michelle Hendry

CANADA – MUNICIPALITY OF WHITESTONE
PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND
CONTRIBUTION AGREEMENT FOR DUNCHURCH ACCESSIBLE SIDE WALK

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing, Infrastructure and Communities (“Canada”)

AND **THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE**, continued or incorporated pursuant to the *Central Parry Sound District Restructuring Commission, Final Restructuring Proposal, Order of the Commission, 1999* (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Active Transportation fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over 5 years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

WHEREAS the Minister of Housing, Infrastructure and Communities is responsible for the Program entitled the Permanent Public Transit Program – Active Transportation Fund (“the Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

WHEREAS Canada provided a letter on December 23, 2022 to the Municipality of Whitestone indicating an approval-in-principle of funding of the project proposal enabling the Municipality of Whitestone to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2026.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending five (5) years after the Project Completion Date.

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications,

success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

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

“Declaration of Substantial Completion” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Final Claim Date” means February 28, 2026.

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“Interim Report” means the report described in Schedule C.1.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Non-Owned Assets” means an Asset to which the Recipient does not hold the title and ownership.

“Project” means the project as described in Schedule B (The Project).

“Project Approval Date” means December 22, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“Project Completion Date” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than January 31, 2026.

“Substantial Completion Date” means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

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

“Total Financial Assistance” means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

- Schedule A – Eligible and Ineligible Expenditures
- Schedule B – The Project
- Schedule C – Reporting Requirements
- Schedule D – Certificate(s) of Compliance for Claims
- Schedule E – Communications Protocol
- Schedule F – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than sixty percent (60%) of the total Eligible Expenditures for the Project but only up to a maximum of one hundred thirty-two thousand dollars (\$132,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds sixty percent (60%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will repay to Canada any payment received for disallowed costs, and all ineligible costs, surpluses, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 19.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) During the Asset Disposal Period the Recipient will ensure:
 - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,
 - ii. the ongoing operation, maintenance, and repair any Asset as per

appropriate standards.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 19.14 (Amendments).

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 16 (Default) and Canada may declare a default pursuant to Section 16 (Default).

3.7 CONDITION PRECEDENT

- a) Condition(s)

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. In respect of an Asset, the Recipient secures and confirms to Canada the necessary rights or interests in the real property associated with that Asset.
- ii. The Recipient has provided, and Canada has accepted, confirmation

that all funding required to complete the Project has been secured.

b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Section 3.7 (a) (Condition(s)), Canada may terminate the Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of the Agreement.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS¹

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by By-law Number 74-2023, dated December 12, 2023;
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. INTENTIONALLY OMITTED

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner that is otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

¹ This section is a standard clause for contracts. Reps and warranties are statements by which one party gives certain assurances to the other, and on which the other party may rely. A representation is commonly a declaration of a specific fact that can be verified to be true or not, e.g., "recipient represents that it is a corporation duly organized and validly existing under the laws of the state of Delaware." A warranty may be more of an assurance, e.g. "lobbying". Canada may rely on certain remedies if the representations and warranties are not accurate or are not fulfilled.

- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. ENVIRONMENTAL AND IMPACT ASSESSMENT

7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met.
- b) The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- c) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

8.1 INDIGENOUS CONSULTATION

Canada agrees that a legal duty to consult does not arise for this Project.

8.2 CHANGES TO THE PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate

Indigenous communities.

- b) The Recipient agrees that:
- a. It will consult with Indigenous communities that might be affected by the Project. Specifically, it will:
 - i. Explain the Project to the Indigenous communities, including Canada's funding role; and
 - ii. Provide a report to Canada, which will include:
 1. a list of all Indigenous communities contacted;
 2. a summary of all communications with the Indigenous communities;
 3. a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 4. any other information Canada may consider appropriate.
 - b. Accommodation measures, where appropriate will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
 - c. No construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after February 28, 2026, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 3.7 (Condition Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
 - iii. any reporting due in accordance with Schedule C (Reporting Requirements);
 - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.

- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit a final claim to Canada by February 28, 2026 covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
 - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);
 - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
 - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
 - vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Substantial Completion); and
 - vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.4 RETENTION OF CONTRIBUTION

Canada will retain five percent (5%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the Final Report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

9.5 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

10. REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. INFORMATION MANAGEMENT

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this agreement, including Section 10 (Reporting) and any other obligations of the recipient as requested by Canada.

12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

12.1 RECIPIENT AUDIT²

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 19.3 (Accounting Principles).

12.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12.3 CORRECTIVE ACTION

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receipt of any audit findings or recommendations, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

12.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.6 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

13.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

13.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

13.4 OFFICIAL LANGUAGES

² A Recipient Audit is defined as an audit contracted by Canada. Its scope is tailored to the needs of the Department, the type of Recipient and the areas where additional assurance is needed.

The Government of Canada wishes, among other things and where appropriate, to promote English and French in Canadian society and support the development of official language minority communities. The Recipient will:

- a) ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public;
- b) communicate in such a manner as to address the needs of both official language communities; and,
- c) encourage members of both official languages communities to participate in the Project.

14. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) Canada, in compliance with the *Privacy Act* and relevant privacy regulations, may film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada, in compliance with the *Privacy Act*, can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

15. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

16. DEFAULT

16.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

16.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- i. In Canada's opinion, one or more of the Events of Default occurs;
- ii. Canada gave notice to the Recipient of the event which constitutes an

Event of Default; and

- iii. the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

b)

16.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 16.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

17.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

17.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

17.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

18. ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i. where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; or
 - ii. for a Non-Owned Asset, ensure that title to and ownership for any Non-Owned Asset is retained by the entity with title to and ownership of that Asset for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such Asset disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient

19. GENERAL

19.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

19.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

19.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

19.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

19.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

19.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

19.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation,

guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

19.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

19.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

19.12 COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

19.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

19.14 AMENDMENTS

- a) This Agreement, including its schedules, can only be amended in writing by the Parties.
- b) Notwithstanding Section 19.14(a) (Amendments), updates to the cashflow in Schedule B.2 (Project Budget) made pursuant to Section 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under Section 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

19.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

19.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following

coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund
Infrastructure Canada
180 Kent Street Ottawa Ontario
ATF-FTA@infc.gc.ca

Recipient:

Chief Administrative Officer / Clerk
21 Church Street - Dunchurch, Ontario - P0A 1G0
705-389-2466 - Ext. 123
Fax: 705-389-1855
Website: www.whitestone.ca

- b) Such notice will be deemed to have been received:
 - i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

19.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

19.18 GOVERNING LAW³

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

19.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

³ Any disputes relating to the agreement will be interpreted according to the laws of the province or territory indicated in this section, and adjudicated by the courts in that same province or territory. Only the laws of one province or territory may be indicated in this section. If the Recipient's headquarters and project location are different, use province/territory of headquarters.

20. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Housing, Infrastructure and Communities and on behalf of The Corporation of The Municipality of Whitestone by the Mayor and Chief Administrative Officer / Clerk.

HIS MAJESTY THE KING IN RIGHT OF
CANADA

THE CORPORATION OF THE MUNICIPALITY
OF WHITESTONE

Per: Mark Matz, Director General,
Public Transit, Infrastructure Canada

Per: George Comrie,
Mayor

Date

Date

Michelle Hendry,
Chief Administrative Officer/ Clerk

Date

**THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE
BY-LAW No. 75-2023**

**A By-law to Enter into an Agreement
for Conditions of Approval of Consent B45-2021(W)
(BUZCYNski, John Richard and Lois Marguerite – Assessment Roll No. 010 007 02900)**

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 John Richard Buzcynski and Lois Marguerite Buzcynski for the purposes of fulfilling conditions of an approved Consent Application B45/2021(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 John Richard Buzcynski and Lois Marguerite Buzcynski;
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.

READ a **FIRST** and **SECOND** time this 12th day of December, 2023.

Mayor George Comrie

CAO-Clerk Michelle Hendry

READ a **THIRD** and **FINAL** time and **PASSED** this 12th day of December, 2023.

Mayor George Comrie

CAO-Clerk Michelle Hendry

Schedule 'A' to By-law 75-2023

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

BY-LAW NO. 76-2023

Being a By-Law to deem Lot 5, Plan 42M-628, Municipality of Whitestone pursuant to Section 50(4) of The *Planning Act* not to be a lot within plan of subdivision.

**Property Owner: Gary George Merritt and Pamela Helen Merritt
Assessment Roll No. 49 39 050 004 08300**

WHEREAS Section 50(4) of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, authorizes Councils of local municipalities to pass By-laws designating any part of a Plan of Subdivision that has been registered for eight years or more to be deemed not to be a registered Plan of Subdivision for the purposes of Section 50 (3) of the *Planning Act*;

AND WHEREAS Plan 42M-628 in the Municipality of Whitestone, formerly the geographic Township of McKenzie has been registered for over eight (8) years;

AND WHEREAS Gary George Merritt and Pamela Helen Merritt, the owners of Lot 5, Plan 42M-628, Municipality of Whitestone, have requested Council to deem not to be a lot in a Registered Plan of Subdivision in accordance with the provisions of Section 50(4) of The *Planning Act*;

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

1. **THAT** Lot 5, 42M-628, Municipality of Whitestone be deemed under Section 50(4) of The *Planning Act*, RSO 1990, c. P13, deemed not to be a lot within a registered Plan for the purposes of Section 50(3) of The *Planning Act*.
2. **THAT** this By-law shall come into effect upon the date, and at the time of its passing.

Read a First and Second time this 12th day of December, 2023.

Mayor George Comrie

CAO / Clerk Michelle Hendry

Read a Third time and **Passed, Signed and Sealed** this 12th day of December, 2023.

Mayor George Comrie

CAO / Clerk Michelle Hendry

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE
By-law No. 77- 2023

Being a By-law to amend By-law No. 07-2018 (the Zoning By-law)
for Part of Lot 58, Concession A
Geographic Township of Hagerman (Buczynski, John Richard and Lois Marguerite)

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 four (4) new Rural Residential lots located west of Moore Drive and north of Highway 124 from the Parry Sound Area Planning Board, under consent application B45/2021(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 lands;

NOW THEREFORE the Council of the Municipality of Whitestone hereby enacts as follows:

1. Schedule 'A', Sheet No.18A of By-Law No.07-2018 as amended is hereby further amended by rezoning Part of Lot 58 in Concession A of the geographic Township of Hagerman is hereby rezoned from the Rural (RU) Zone to Rural Residential (RR) Zone and the Rural Residential (RR) Exception #8 Zone as shown on a copy of Part of Schedule 'A', sheet No. 18A attached to this By-Law as Schedule "1" and more particularly shown on Plan No. 42R-22302, a copy of which is attached as Schedule '2'.
2. Section 6.04 - Special Exception to the Rural Residential (RR) Zones is hereby amended by adding the following paragraph after paragraph 6.04.8;

6.04.8 A single detached dwelling may be permitted on each of two parcels located in Part of Lot 58 in Concession A described as Parts 3, 4, 5 and 6 respectively on Plan 42R-22302 provided that the two lots being Parts 1, 2, 3 and 5 on Plan No. 42R-22302 have a minimum frontage of 40 metres and subject to all other provisions of the Rural Residential (RR) Zone.
3. This By-law shall take effect and come into force in accordance with Section 34 of the *Planning Act*.

READ a First and Second time this 12th day of December, 2023.

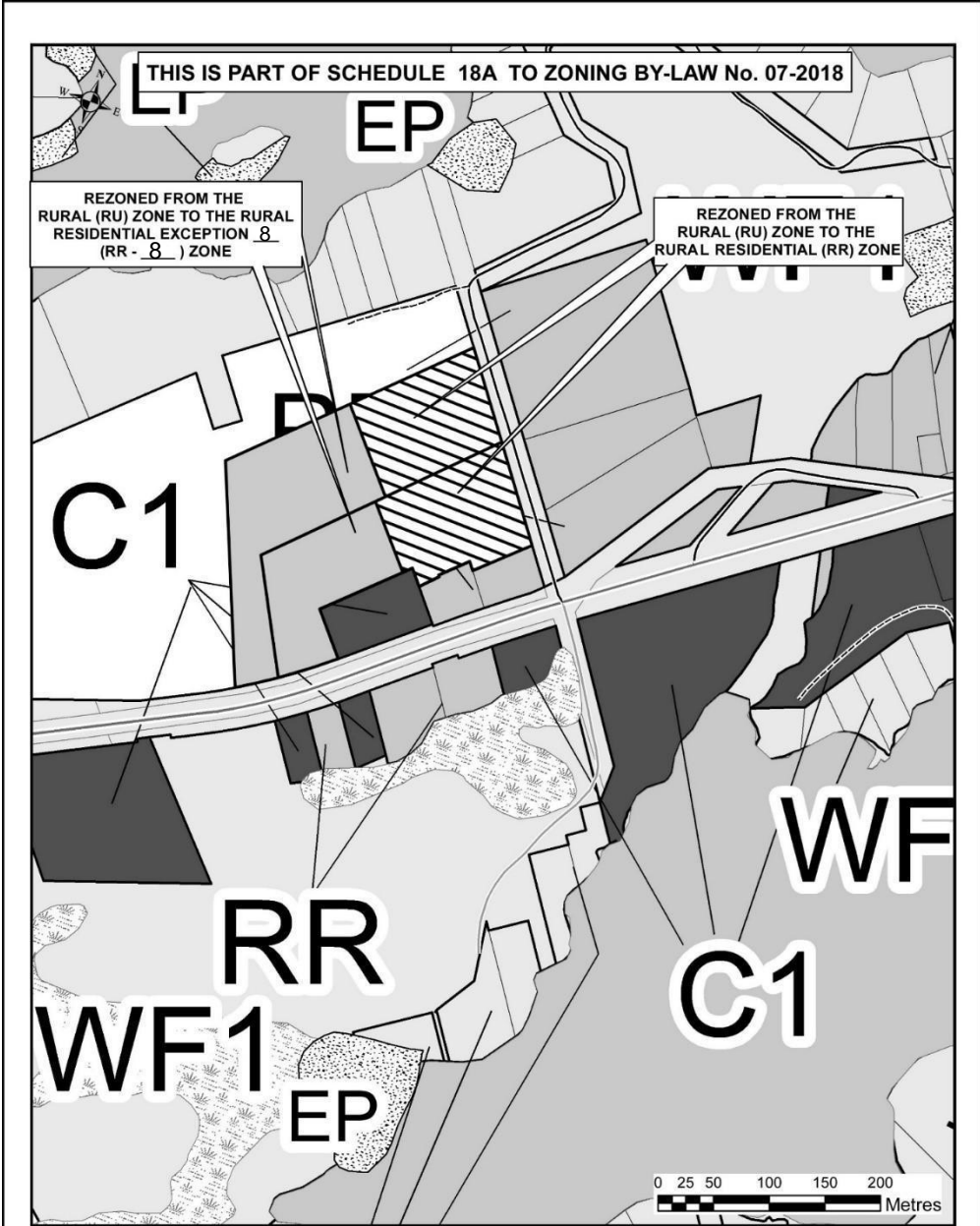
 GEORGE COMRIE, MAYOR

 MICHELLE HENDRY, CAO/Clerk

READ a Third time and **Passed, Signed** and **Sealed** this 12th day of December, 2023.

 GEORGE COMRIE, MAYOR

 MICHELLE HENDRY, CAO/Clerk



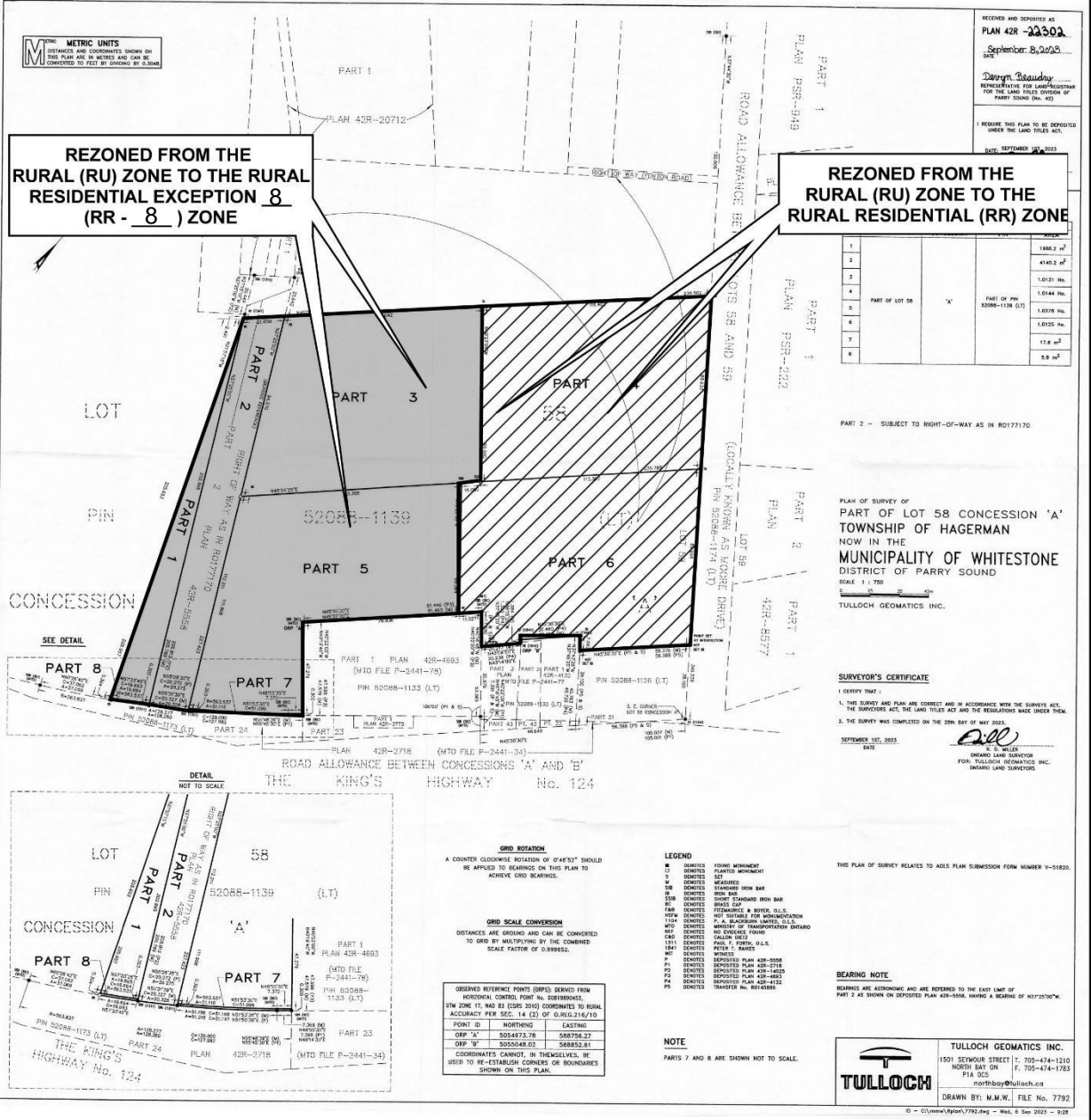
THIS IS SCHEDULE "1" TO BY-LAW No. 77-2023

MUNICIPALITY OF WHITESTONE

PASSED THIS 12th DAY OF December , 2023

George Comrie, Mayor

Michelle Hendry, CAO-Clerk



THIS IS SCHEDULE "2" TO BY-LAW No. 77-2023

MUNICIPALITY OF WHITESTONE

PASSED THIS 12th DAY OF December , 2023

Page 194 of 269

George Comrie, Mayor

Michelle Hendry, CAO-Clerk



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

www.whitestone.ca
E-mail: info@whitestone.ca

MEMORANDUM

To: Mayor and Council
From: Michelle Hendry, CAO/Clerk
Date: December 12, 2023
Re: Agreement with MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC), Land Use Planning Services

Background

A Request for Proposals seeking Professional Land Use Planning Services was issued June 8, 2023 and an Addendum issued on June 21, 2023 and closed Tuesday, July 4, 2023.

- At the June 20, 2023 Regular Council meeting, the following resolution was passed:

Resolution No. 2023-316

Moved by: Councillor Joe Lamb

Seconded by: Councillor Brian Woods

- 11.3 Memorandum
RFP 2023-09 – Municipal Planning Services

THAT the Council of the Municipality of Whitestone receives for information the Memorandum from CAO/Clerk Hendry, RFP 2023-09 – Municipal Planning Services dated June 20, 2023; and

THAT the Council of the Municipality of Whitestone appoints the following members of Council to review and evaluate the proposals received in respect of RFP 2023-09 – Municipal Planning Services and provide recommendations to Council:

Councillor Joe Lamb
Councillor Scott Nash

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

Page 1 of 3

2. The Meeting Minutes of the Regular Council Meeting of September 5, 2023 noted the following:

Resolution No. 2023-424

Moved by: Councillor

Seconded by: Councillor

- 11.1 Municipal Planning Services: date selection for a Special Council meeting to meet with the short list of proponents

THAT the Council of the Municipality of Whitestone does hereby set the date for a Special Closed Session Council meeting to meet with the short list of proponents in regards to Municipal Planning Services Request for Proposal 2023-09 on:

Tuesday, September 26th, 2023 at 4:00 p.m. via Zoom only

Clerks Note: This motion was voted on and carried by a majority vote however there was no mover or seconder.

3. Subsequently, a Special Closed Session meeting was scheduled for September 26, 2023 with the Agenda item reading as follows:

- 4.1 A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization pursuant to Ontario Municipal Act, Section 239 (2) (i)
 - Discussion with potential Service Providers for Land Use Planning Consulting Services

The short list of proponents had an opportunity to present their proposal to Council and Council had the opportunity ask questions and discuss the needs of the Municipality Whitestone.

4. At the October 17, Regular Council meeting the Agenda noted the following item in the Closed Session portion of the meeting.

- 15.3 A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization pursuant to Ontario Municipal Act, Section 239 (2) (i)
 - Discussion regarding potential Service Providers for Land Use Planning Consulting Services

5. Council made a decision on October 17, 2023 in closed session and staff were directed to negotiate a contract with the successful proponent.

6. The By-law and Contract on the December 12, 2023 Regular Council meeting agenda are a result of the negotiations.
7. MHBC is expected to commence their contract in 2024. The current Municipal Planner, John Jackson is in the process of completing three (3) files already in progress. Any new files will be managed by MHBC.

δ

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

By-law No. 78-2023

Being a By-law to enter into an Agreement
between MacNaughton Hermsen Britton Clarkson Planning Limited and
the Corporation of the Municipality of Whitestone

WHEREAS Section 223.3 (1) of the *Municipal Act*, 2001, R.S.O. as amended, authorizes the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality;

AND WHEREAS pursuant to Section 9 of the *Municipal Act*, 2001, R.S.O. as amended, the Council of the Municipality of Whitestone has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act, or any other Act;

AND WHEREAS the Council of the Corporation of the Municipality of Whitestone deems it appropriate to enter into an Agreement for Services with MacNaughton Hermsen Britton Clarkson Planning Limited for the provision of Professional Land Use Planning Services for the Municipality of Whitestone;

NOW THEREFORE, the Council of the Corporation of the Municipality of Whitestone does hereby enact as follows:

1. **THAT** MacNaughton Hermsen Britton Clarkson Planning Limited is hereby appointed to provide Professional Land Use Planning Services for the Municipality of Whitestone as of January 1, 2024; and
2. **THAT** the Mayor and CAO-Clerk are hereby authorized to execute all documents necessary to give effect to this By-law;
3. **THAT** this By-law shall come into force and take effect on passing of this By-law.

READ a FIRST and SECOND time this 12th day of December, 2023.

Mayor George Comrie

CAO/Clerk Michelle Hendry

READ a THIRD and FINAL time and **PASSED**, this 12th day of December, 2023.

Mayor George Comrie

CAO/Clerk Michelle Hendry

SCHEDULE "A"

To By-Law No. 78-2023

**Being a By-law to authorize the execution of an Agreement
for the provision of Professional Land Use Planning Services
for the Corporation of the Municipality of Whitestone**

Agreement for Consulting / Professional Services

THIS AGREEMENT made in duplicate this ____ day of December, 2023.

BETWEEN:

The Corporation of the Municipality of Whitestone
(Hereinafter called the
"Municipality")

-and-

MacNaughton Hermsen Britton Clarkson Planning Limited (MHBC)
(Hereinafter called the
"Consultant/Company")

WHEREAS the Municipality has awarded a contract to the Consultant/Company to provide Land Use Planning services as set out in RFP-2023-09.

NOW THEREFORE the Municipality and the Consultant/Company agree as follows:

General Contract conditions

1.1 Services – Commencement and completion of work

The Municipality retains the services of the Consultant/Company in connection with the provision of professional planning services. The Consultant/Company agrees to provide the services described herein under the general direction and control of the Municipality.

The services to be provided by the Consultant/Company shall be in accordance with the proposal submitted by the Consultant/Company more particularly as indicated on pages 8, 9, 10 and 11 of the proposal (APPENDIX A) and the Request for Proposal (RFP-2023-09) Scope of Work 2.1, Responsibilities 2.2, and Municipal Resources 2.3 (APPENDIX B)

1.2 Intellectual property

The Municipality shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material deliverable under this Agreement.

The Consultant/Company warrants that all creators of copyrightable material delivered under this Agreement to the Municipality are, at the time of the material's creation, bona fide employees of the Consultant/Company, and that such creation is within the course and scope of the creator's employment.

1.3 Suspension

The Municipality may, at any time, suspend the services or any portion thereof by providing written notice to the Consultant/Company, at any stage of the undertaking. Upon receipt of such written notice, the Consultant/Company shall perform no further services, other than those reasonably necessary to close out the services. In such an event, the Consultant/Company shall be entitled to payment in accordance with the Agreement for any of the Consultant/Company's staff employed directly thereon, together with such expenses and disbursements allowed or through other negotiated settlement. The Municipality shall not be liable to the Consultant/Company for the loss of anticipated profit, interest lost, or any other damages or loss occasioned to the Consultant/Company on the suspended portion or portions of the services.

Any suspension of the Agreement by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

1.4 Term of Contract

1.4.1. Contract Term

The term of the contract shall be for a period of four (4) years commencing on the date the contract is signed. Should the Municipality exercise the right to extend this contract, the Consultant/Company and the Municipality shall enter into negotiations to determine the new rates for the services listed in RFP 2023-09 (or additional services agreeable to both parties). Only upon satisfactory negotiations and agreement of both parties, shall the contract be extended for up to an additional maximum of four (4) years. All rates negotiated for the contract extension shall remain firm for the entire extension.

1.4.2. Termination of Contract

The Municipality reserves the right, without prejudice, to cancel any remaining years or partial years of the contract by providing sixty (60) days' notice in writing if dissatisfied in any way with performance, or any other elements of the service provided, or in the event of an administrative restructuring of planning services delivery.

1.4.3 Open Files

The Municipality retains the right to continue working with the Consultant/Company on any open files until they are closed.

1.5 Municipality Termination for Breach of Contract

The Municipality may, at any time by providing notice in writing to the Consultant/Company terminate for breach of contract the Services or any portion thereof at any stage of the undertaking. In the event of a termination for breach, the Consultant/Company shall not be entitled to any further payment under this Agreement.

Upon receipt of such notice as set out above, the Consultant/Company shall perform no further services other than those reasonably necessary to close out the services. The Municipality shall not be liable to the Consultant/Company for the loss of anticipated profit, interest lost or any other damages or loss occasioned to the Consultant/Company on the terminated portion or portions of the services.

1.6 Insurance

The Consultant/Company shall continuously maintain throughout the term of the contract

pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than **five million dollars (\$5,000,000.00)** applying to all contracts for claims arising out of one occurrence,
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property, and
- Professional Liability (Errors and Omissions) in an amount of not less than **two million dollars (\$2,000,000.00)** per claim with an aggregate limit of **four million dollars (\$4,000,000.00)**.

The Consultant/Company shall provide an updated Certificate of Insurance on the Municipality's standard form or on a form acceptable to the Municipality no later than thirty (30) days prior to the expiry date of any required coverage.

Notwithstanding this provision, if any required insurance coverage is due to expire within thirty (30) days, the Consultant/Company shall submit an updated Certificate of Insurance within ten (10) business days of written notice by the Municipality.

1.7 Workplace Safety and Insurance Board

The Consultant/Company shall provide coverage for all employees, personnel and owners by an insurance plan under the *Workplace Safety and Insurance Act*.

1.8 Severability

If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected.

The rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

1.9 Payment

Unless otherwise agreed to in writing by the Consultant/Company and the Municipality, the Consultant/Company shall submit an invoice to the Municipality for all services completed in the immediately preceding month. Under no condition shall the Municipality be liable for the payment of any interest charges associated with the services. Upon approval by the Municipality of a submitted invoice, payment will be made within thirty (30) days.

Payments made hereunder, including final payment, shall not relieve the Consultant/Company from its obligations and liabilities under the Agreement.

Acceptance by the Consultant/Company of the final payment shall constitute a waiver of claims by the Consultant/Company against the Municipality, except those previously made in writing in accordance with this Agreement and still unsettled.

The Consultant/Company is solely responsible for remitting payments for Employment

Insurance, Canada Pension, Ontario Health, and Harmonized Sales Tax, etc., to the appropriate offices.

The Consultant/Company agrees to maintain detailed and accurate records of time spent and services rendered and to submit such records to the Municipality on a monthly basis to the CAO/Clerk and the Planning Assistant.

1.9.1 Accounts

The Municipality will not honour accounts/invoices containing the following items:

- Office related expenses such as charges for faxes, telephone, and opening/closing files.
- Routine administrative tasks such as scheduling meetings or attendances, preparations of accounts, file organizations, form letter, etc.
- A current file reassigned by the Consultant/Company to a new planner.
- Multiple reviews or re-drafting of correspondence or other materials by a number of planners/consultants.
- Attendances by more than one consultant at a matter or the use of students unless expressly approved in advance.
- Time related to the orientation of the planning firm's staff to the Municipal staff at the outset of the engagement.
- Hourly rates of Consultant/Company in transit, except for mileage charges to be reimbursed as agreed upon in advance.

2.0 Conflict of Interest

The Consultant/Company shall declare any actual or potential conflict of interest during the course of providing consulting services for the Municipality.

The Municipality reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify the Consultant/Company on such basis for specific files / related activities.

IN WITNESS WHEREOF, the Consultant/Company and the Municipality have executed this Agreement.

**The Corporation of the
Municipality of Whitestone**

Per: _____
George Comrie, Mayor

Michelle Hendy, CAO/Clerk

**MacNaughton Hermsen Britton Clarkson
Planning Limited**

Per: _____

Name:
Title:
Date:

Per: _____

Name:
Title:
Date:



Municipality of Whitestone Report to Council

Prepared for: Council

Department: Administration

Agenda Date: December 12, 2023

Report No: ADMIN-2023-16

Subject:

Emergency Management and update of the Emergency Response Plan

Recommendation:

THAT the Council of the Municipality of Whitestone receive report ADMIN-2023-16 (Emergency Management and update of the Emergency Management Response Plan) for information; and

THAT Council endorse and approve the 2023 Emergency Response Plan as presented.

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*, R.S.O. 1990, c. E.9. The purpose of this report is to provide Council with an update on the status of Emergency Management in Whitestone and the Emergency Response Plan.

The Area Municipalities of West Parry Sound, with the exception of Whitestone, share a joint Emergency Response Plan. Whitestone has developed a stand-alone plan specific to Whitestone only.

The first By-law adopting an Emergency Plan for the Municipality of Whitestone was passed in 2001, with subsequent updates and associated By-laws passed in 2004, 2006, 2008 and 2021.

The Whitestone Municipal Emergency Management Coordinator (CEMC) is Kathy Whitman who is also a volunteer member of the Whitestone Fire and Rescue Department. Kathy was first appointed to the role on October 17, 2017, in an interim capacity (replacing Tammy Wylie, former CAO/Clerk) and has continued with the role since then.

The alternate CEMC is Councillor Janice Bray, also a volunteer member of the Whitestone Fire and Rescue Department, who was appointed as an alternate on March 15, 2022.

The CEMC and alternate CEMC report to the CAO in the organizational structure of the Municipality.

Acronyms

For the purpose of this report, please note the following acronyms:

BEM - Basic Emergency Management
CEMC – Community Emergency Management Coordinator
CEMPC - Community Emergency Management Program Committee
ECG – Emergency Control Group
EIO – Emergency Information Officer
EMO – Emergency Management Ontario
EMPCA - Emergency Management and Civil Protection Act
EOC – Emergency Operations Centre
ERP – Emergency Response Plan
HIRA - Hazard Identification and Risk Assessment

Analysis:

The CEMC is responsible for facilitating and implementing ongoing activities to strengthen the Municipality's Emergency Management Program. The Emergency Management Program allows for the ability to prepare, mitigate, respond to, and recover from major emergencies affecting the residents of Whitestone.

The Office of the Fire Marshal and Emergency Management (OFMEM) performs an annual year-end audit of all Municipal Emergency Management Programs in Ontario. An annual statement of compliance must be submitted by the CEMC declaring that the Municipality has met all requirements.

Annually, the Municipality undertakes activities to meet compliance with the requirements of the *Emergency Management and Civil Protection Act* and Ontario Regulation 380/04.

2023 compliance information:

1. **Designation of a Community Emergency Management Coordinator,**
O. Reg. 380/04, s. 10 (1)

Kathy Whitman is designated as the Municipality of Whitestone Community Emergency Management Coordinator (CEMC) and Janice Bray is designated as the alternate CEMC

2. **CEMC and their Alternate, are required to complete provincial training,**
O. Reg. 380/04, s. 10 (2)

There are four (4) minimum CEMC training requirements:

- Basic Emergency Management (BEM)
- Community Emergency Management Coordinator (CEMC) Course
- Incident Management System (IMS) 100
- Incident Management System (IMS) 200

CEMC Kathy Whitman has completed three (3) of the training requirements to date and is working on scheduling the last minimum requirement, IMS 200, in the near future.

Alternate CEMC Janice Bray has completed two (2) of the mandatory training requirements to date.

Janice Bray is considering stepping down as the alternate CEMC due to her busy schedule as a Councillor. John Stothers, also a volunteer member of the Whitestone Fire and Rescue Department and retired Field Officer from the Office of the Fire Marshal and Emergency Management, has indicated an interest in assuming the role of alternate CEMC. This will be addressed at the January 2024 Council meeting.

3. Community Emergency Management Program Committee (CEMPC),
(EMPCA), O. Reg. 380/04, s. 11

- (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.

In a Report to Council dated February 19, 2019, from Bob Whitman, Fire Chief, a number of people were designated as members of the CEMPC. A Committee member however was not appointed as the chair of the Committee (item (4) above).

The CEMPC has never formally met as a Committee to fulfill its role in conducting an annual review of the Emergency Management Program nor have any recommendations been made to Council. (Note: although it is the same individuals/staff titles who are assigned to be members of the ECG – the purpose of this Committee is different than that of the ECG).

This will be rectified in 2024. Members will be reappointed and a chair will be appointed as well. At least two meetings per year will be scheduled.

4. Hazard Identification and Risk Assessment Review (HIRA),
EMPCA s.2 .1 (3)

In developing its emergency management program, every municipality shall identify and assess the various hazards and risks to public safety that could give rise to emergencies and identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies

The Municipality's existing HIRA, being a component of the Emergency Response Plan is reviewed annually by the CEMC.

In 2023, the HIRA was reviewed collectively by ECG during the November training session.

5. Revised Emergency Response Plan (ERP),
EMCPA s. 3.1 (1), s. 3.1 (6), s. 6.2

All municipalities are required develop an ERP and to review and, if necessary, revise it every year.

The Whitestone ERP was rewritten in 2023 by the CEMC Kathy Whitman with the assistance and input from Michelle Hendry (CAO), John Stothers and Diane Floss (Field Officer, EMO) and Paula Macri (Planning Assistant).

Whitestone has integrated the Incident Management System (IMS) framework in the new ERP and will continue to develop the ERP to include annual updates, incorporating the IMS-based approach.

6. By-Law to Adopt the Emergency Response Plan & Program,
EMCPA s. 3 (1)

By-Law No. 77-2023, Being a By-law to adopt an Emergency Plan for the Municipality of Whitestone and to repeal By-law No. 56-2021 is being presented to Council for adoption at the December 12, 2023 Council meeting.

7. Designated Emergency Operations Centre, O. Reg. 380-04 s. 13 (1)

The Municipality of Whitestone has designated and continues to maintain both a primary and an alternate Emergency Operations Centre (EOC).

8. Emergency Operations Centre (EOC) Communications,
O. Reg. 380/04 s. 13 (2)

The EOC is supported by technological and telecommunications systems as well as an emergency generator, to ensure effective communication in an emergency. Upgrades may be considered/ recommended and this would be the responsibility of the Community Emergency Management Program Committee when it reports to Council annually.

9. Critical Infrastructure Identification,
EMCPA s. 2.1 (3)

The Emergency Response Plan contains a listing of all critical infrastructure within the boundaries of Whitestone.

10. Annual Training for the Municipal Emergency Control Group,
EMCPA s. 2. 1 (2), O. Reg. 380/04 s. 12 (3)

Members of the Municipal Emergency Control Group (ECG) are required to participate in an annual training component to ensure their readiness is maintained and skills are built upon for emergency response(s).

In November 2023, the ECG and alternates met and received training on IMS 100 from John Stothers. The ECG reviewed components of the ERP specifically roles and responsibilities and the HIRA.

Additionally, the ECG inspected and prepared to update the 'supply containers' for the EOC.

11. Annual Emergency Exercises,
EMCPA s. 2. 1 (2), O. Reg. 380/04 s. 12 (6)

The ECG group shall conduct an annual practice exercise for a simulated emergency incident in order to evaluate the municipality's emergency response plan and its own procedures.

The preparation and update of the 'supply containers' for the EOC (as noted above Item 10) will be reported to EMO as the requisite practice exercise for 2023.

12. Designated Emergency Information Officer,
O. Reg. 380/04 s. 14 (1)

Eva Fincham, the CEO of the Whitestone Library and Technology Center, is the designated Emergency Information Officer (EIO), responsible for coordinating emergency information whenever the Whitestone Emergency Plan and Emergency Operations Centre are activated. The designated Emergency Information Officer is a member of the ECG.

13. Public Education and Awareness Program,
EMCPA s. 2.1 (2c)

Annual public education activities are important ongoing components of the Emergency Management Program.

The Municipality maintains a dedicated webpage for Emergency Management information on the Municipal website - [Municipality of Whitestone - Emergency Management](#). Public education efforts in 2023 included several FACEBOOK posts related to Emergency Preparedness and a FACEBOOK post regarding Information and Resources for the 2023/24 Respiratory Illness Season, provided by Ontario's Emergency Management Community.

With guidance from the EIO, and recommendations from the Community Emergency Management Program Committee, a more robust Public Education and Awareness Program will be developed for 2024 and going forward.

Next Steps:

The CEMC will prepare and submit an annual statement of completion/compliance report to Emergency Management Ontario in December 2023.

Additionally:

- Final training requirement for the CEMC will be scheduled as soon as practical in 2024
- Appointment of a new Alternate CEMC, January 2024
- Update and appoint members to the Community Emergency Management Program Committee, including the appointment of a Chairperson in January 2024
- Schedule a minimum of two (2) meetings per year for the Committee to review and make recommendations regarding the Emergency Management Program
- Improve Public Education and Awareness in 2024 including information in the e-newsletter, the quarterly hardcopy newsletter, and on FACEBOOK.

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: None

THE CORPORATION OF THE MUNICIPALITY OF WHITESTONE

BY-LAW NO. 79-2023

Being a By-law to adopt an Emergency Response Plan for the
Municipality of Whitestone and to repeal
By-law No. 56-2021

WHEREAS the *Emergency Management & Civil Protection Act*, R.S.O., 1990, Ch. E 9, as amended (the Act). Section 2.1 (1) states that every municipality shall develop and implement an emergency management program;

AND WHEREAS Section 2.1 (2) of the Act stipulates emergency management program shall consist of,

- (a) an emergency plan as required by section 3;
- (b) training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
- (c) public education on risks to public safety and on public preparedness for emergencies; and
- (d) any other element required by the standards for emergency management programs set under section 14.

AND WHEREAS Section 3 (1) states that every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by By-law adopt the emergency plan;

AND WHEREAS Section 3 (5) of the Act states that every municipality shall conduct training programs and exercises to ensure the readiness of employees of the municipality and other persons to act under the emergency plan;

AND WHEREAS Section 3 (6) of the Act states that every municipality shall review and, if necessary, revise its emergency plan every year;

AND WHEREAS Section 4 (1) states the head of council of a municipality may declare that an emergency exists in the municipality or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area;

AND WHEREAS Section 14(1) of the Act states the Solicitor General may make regulations setting standards for the development and implementation of emergency management programs under sections 2.1 and 5.1 and for the formulation and implementation of emergency plans under sections 3 and 6.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Whitestone hereby enacts as follows:

1. **THAT** an Emergency Response Plan be developed and maintained for the Municipality of Whitestone consistent with and in accordance with international best practices as considered by regulatory standards established under the Act, including the four core components of emergency management, namely: mitigation/prevention, preparedness, response and recovery;
2. **AND THAT** the Emergency Response Plan for the Municipality of Whitestone shall be consistent with the objectives of protecting public safety, public health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community;
3. **AND THAT** Schedule A, Whitestone Emergency Response Plan, as updated December 7, 2023 attached hereto, shall form part of this By-law:
4. **REPEAL OF PREVIOUS BY-LAW:** That the following By-law is hereby repealed:
By-Law 56-2021
5. **EFFECTIVE DATE:** This By-law shall come into force and take effect on passing of this By-law.

Read a First and Second time this 12th day of December, 2023

Mayor George Comrie

CAO-Clerk Michelle Hendry

Read a Third time and **Passed, Signed** and **Sealed** this 12th day of December, 2023.

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
E-mail: info@whitestone.ca

Municipality of Whitestone

Emergency Response Plan 2023

Table of Contents

- 1. Introduction**
 - 1.1 Definition of an Emergency
- 2. Aim and Purpose**
 - 2.1 Purpose of the Municipality of Whitestone Emergency Response Plan
- 3. Authority**
- 4. Actions prior to Declaration**
 - 4.1 Actions of the Municipality of Whitestone Municipal Employees
 - 4.2 Emergency Command Group Notification Process
 - 4.3 Request for Assistance from the Province of Ontario
 - 4.4 Emergency Management
 - 4.5 Provincial Emergency Operations Centre
 - 4.6 Emergency Management Ontario Community Field Officer
 - 4.7 How to Report an Emergency to Emergency Management Ontario
- 5. Convening the Municipality of Whitestone Command Group**
 - 5.1 Emergency Command Group Notification
 - 5.2 Emergency Notification Procedure
- 6. Declaration, Notification and Termination of Emergency**
 - 6.1 Authority to Declare
 - 6.2 Notification of Declaration
 - 6.3 Termination of Emergency
 - 6.4 Provincial Emergency
- 7. Emergency Operations Centre**
- 8. Emergency Operations Centre Operating Cycle**
- 9. Municipality of Whitestone Emergency Command Group Membership**
- 10. Municipality of Whitestone Emergency Command Group Responsibilities**
- 11. Roles and Responsibilities of Individual Emergency Command Group Members**
 - 11.1 Incident Command
 - 11.2 Safety Officer
 - 11.3 Liaison Officer
 - 11.4 Emergency Information Officer
 - 11.5 Operations Section Chief
 - 11.6 Planning Section Chief
 - 11.7 Logistics Section Chief
 - 11.8 Finance and Administration Section Chief

12. Policy Group

- 12.1 Policy Group Members
- 12.2 Policy Group Function
- 12.3 Policy Group Location
- 12.4 Policy Group Responsibilities

13. Emergency Site Incident Commander

14. Emergency Telecommunications Plan

15. Emergency Communications Plan

- 15.1 Location of Municipality of Whitestone Media Centre
- 15.2 Role of Public Inquiry Supervisor

16. Requests for Assistance

- 16.1 Mutual Assistance Agreements (Mutual Aid for fire only)
- 16.2 Assistance from the Province of Ontario
- 16.3 Emergency Management Ontario
- 16.4 Assistance from the Federal Government

17. Glossary and Acronyms

- 17.1 Glossary of Terms
- 17.2 Acronyms

1. Introduction

1.1 Definition of an Emergency

The Ontario Government defines an emergency as: “A situation or impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise.”

The Municipality of Whitestone’s Emergency Response Plan is designed to mitigate the damages created by an emergency to protect residents, visitors, properties, businesses, critical infrastructure and economic stability. In its efforts towards comprehensive emergency preparedness, the Municipality of Whitestone promotes a coordinated approach to emergency planning that includes partner municipalities, emergency response agencies, community agencies and private sector partners.

The Municipality of Whitestone takes an ‘all-hazards’ approach to emergency planning that takes into account, a broad spectrum of potential hazards. Having undertaken a comprehensive hazard identification and risk assessment, the following situations have been deemed to pose the greatest risk to the residents of Whitestone:

- Meteorological events (e.g. flood or flash flood, forest or urban fire, snowstorm, ice storm, extreme temperatures, windstorms, including tornadoes)
- Accidents (e.g. hazardous material spill, explosions, transportation accidents, building collapse, water contamination, train derailment)
- Technological failures (e.g. power failures, phone system interruptions, cyber-attacks)
- Intentional acts (e.g. labour strike, crime, arson, civil unrest)
- Disease outbreaks of disease (human or animal borne)

Major emergency events that significantly impact area residents or the day-to-day business of the Municipality of Whitestone may require complex, coordinated emergency response. In such cases, the Municipality of Whitestone may choose to make a formal Declaration of Emergency.

As mandated by the *Emergency Management and Civil Protection Act, 2006*, all municipalities in Ontario must have an emergency response plan and an emergency management program. The Municipality of Whitestone Emergency Response Plan is also the document upon which the Municipality of Whitestone can rely on to create co-operative mutual aid and assistance agreements that greatly improve the effectiveness of a response to larger-scale emergencies or when resources are compromised.

The plan has been designed and is maintained by a group of people known as, Emergency Management Program Committee. This committee is composed of individuals from different groups and areas of responsibility within the Municipality. Every official, municipal department and agency must be prepared to carry out assigned responsibilities in the declaration of an emergency. The Emergency Response Plan has been developed to provide key officials, agencies and departments of the Municipality of Whitestone with important emergency response information relating to:

- Declaration, notification and termination of an emergency
- Locations of primary and alternate Emergency Operations Centre and Provincial Emergency Operations Centre
- Roles and responsibilities during an emergency
- A coordinated response during an emergency
- Hazard-specific response plans
- Resource management
- Emergency telecommunications plans
- Critical infrastructure assurance plan
- Continuity of operations plan
- Chemical, Biological, Radiological, Nuclear (CBRN) memorandum of understanding and response plans
- Requests for assistance and mutual aid

We encourage residents, businesses and interested visitors to be aware of the provisions of this Emergency Response Plan.

2. Aim and Purpose

2.1 Purpose of the Municipality of Whitestone Emergency Response Plan

The Municipality of Whitestone's Emergency Management Program incorporates the five pillars of emergency management: prevention, mitigation, preparedness, response, and recovery, in an effort to foster disaster resilient communities.

The aim of this response plan is to make provision for the extraordinary arrangements and measures that may have to be taken to protect the health, safety, welfare, environment and economic health of the residents, businesses and visitors in the Municipality of Whitestone when faced with an emergency.

This plan enables a centralized controlled and coordinated response to emergencies in the Municipality of Whitestone, complies with the legislated requirements of the *Emergency Management and Civil Protection Act* and has been adopted by the Municipality of Whitestone Municipal Council as of December 12, 2023.

3. Authority

The *Emergency Management and Civil Protection Act* (EMCPA) is the legal authority for emergency response plans in Ontario.

The EMCPA states that:

Every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by, by-law adopt the emergency plan. [EMCPA, s. 3(1)]

The Emergency Response Plan shall assign responsibilities to municipal employees by position, respecting implementation of the emergency response plan; and set out procedures for notifying the members of the municipal emergency control group of the emergency. [O. Reg. 380/04, s. 15(2)].

As enabled by the *Emergency Management and Civil Protection Act*, this emergency response plan and its elements have been:

- Issued under the authority of Municipality of Whitestone By-law; and
- Filed with the Emergency Management Ontario, Treasury Board Secretariat

4. Actions Prior To Declaration

The Municipality of Whitestone has established Emergency Monitoring Status Indicators to identify specific phases of an emergency event and the actions or monitoring that the Emergency Management Coordinator's, Emergency Command Group and municipal staff will undertake during each phase.

Municipality of Whitestone Emergency Monitoring Status Indicators

<p>Municipal Status</p> <p>ROUTINE</p> <p>GREEN</p>	<p>Routine conditions means that the Municipality of Whitestone is operating under normal conditions. Under these conditions, the Municipality maintains ongoing surveillance for abnormal events.</p>
<p>Municipal Status</p> <p>ENHANCED</p> <p>YELLOW</p>	<p>Enhanced conditions means that an abnormal event, potential or actual emergency has been detected or is in development. Under these conditions, the Municipality will enhance its surveillance and monitoring activities and takes appropriate related actions. The CEMC, CAO, Fire Chief, Senior Municipal Personnel can increase their status to ENHANCED. At this time the CEMC and potential Emergency Command Group members will be notified and report back with their availability.</p>
<p>Municipal Status</p> <p>EMERGENCY</p> <p>RED</p>	<p>Declaration of Emergency conditions means that a municipality is in an emergency response mode. Under these conditions, the Municipality of Whitestone implements its Emergency Response Plan and activates its Emergency Operations Centre(s) (EOC) in order to coordinate the appropriate response activities and may declare a municipal emergency</p>
<p>Municipal Status</p> <p>RECOVERY</p> <p>GREY</p>	<p>Declaration of Recovery conditions means that the Municipality of Whitestone is working to ensure a smooth transition from Enhanced or Emergency Conditions to Routine Conditions.</p>

4.1 Actions of the Municipality of Whitestone Municipal Employees

When an emergency exists but has not yet been officially declared, Municipal employees may take such actions under this emergency response plan as may be required to protect property and the health, safety and welfare of the inhabitants of the Municipality of Whitestone.

4.2 Emergency Command Group Notification Process

- Upon becoming aware or receiving a warning notification of a potential emergency, the responding municipal department will immediately contact the CEMC of the municipality to request that the notification system be activated.
- Upon notification of the impending situation, the CEMC will decide the scale of the emergency. The Emergency Information Officer (EIO) will be responsible to contact the required Emergency Command Group (ECG) officials according to the scale as decided by the CEMC.
- Upon being notified of a possible impending emergency, it is the responsibility of ECG officials to notify their staff and volunteer organizations of the situation.

The Emergency notification contact list, including contact numbers for requesting assistance or activating the Emergency Response Plan, is attached as **APPENDIX B**.

4.3 Request for Assistance from the Province of Ontario

A Head of Council, the Emergency Operations Centre Director, or the CEMC may request assistance from the Province of Ontario at any time without any loss of control or authority by contacting the Emergency Management Ontario (EMO). Confidential contact information for EMO can be found in **APPENDIX B**.

4.4 Emergency Management Ontario (EMO)

For routine matters, EMO staff may be reached between 0900-1700 hours, Monday to Friday.

4.5 Provincial Emergency Operations Centre

The Emergency Management Ontario operates the Provincial Emergency Operational Centre on a 24/7 basis. The Municipality of Whitestone should report emergencies to the Provincial Emergency Operations Centre (PEOC) Duty Officer. Contact information can be found in **APPENDIX B**.

When a Municipality declares an emergency, it must notify the Emergency Management Ontario immediately and fax/email/phone a copy of the emergency declaration as soon as possible. A copy of the Declaration of Emergency Form can be found in **APPENDIX F**.

In the rare event that the PEOC Duty Officer cannot be reached, to report an emergency, please contact the Ontario Provincial Police

(OPP) Duty Officer. Contact information for the OPP can be found in **APPENDIX B**.

4.6 Emergency Management Ontario Community Field Officer
Contact Information for the EMO Community Field Officer can be found in **APPENDIX B**.

4.7 How to Report an Emergency to EMO

When the Municipality of Whitestone declares an emergency, it must notify Emergency Management Ontario immediately and fax a copy of the emergency declaration (**APPENDIX F**) to the Provincial Emergency Operations Centre as soon as possible

5. **Convening the Municipality of Whitestone Emergency Command Group (ECG)**

5.1. Emergency Command Group Notification

A request to activate the Municipality of Whitestone Emergency Command Group may be made by any of the following if they believe an emergency exists or has the potential to develop. They can do this by contacting:

- Community Emergency Management Coordinator (CEMC) of the municipality:
- Any member of the Emergency Command Group (ECG)
- The Head of Council (or designate) of any area municipality
- Where alternates need to be activated, notification will be provided.

The request is made by contacting the CEMC of the municipality who then may proceed as follows:

- Where an emergency exists, the CEMC will decide the scale of the Emergency and the necessary response. For small-scale emergencies, the CEMC may decide to use their own staff and resources. The CEMC may decide that the Emergency is significant and decide to request assistance from the Emergency Command Group (ECG) The Emergency Information Officer as designated by the CEMC will be responsible for contacting the required ECG members.

- Upon being notified to convene, it is the responsibility of all ECG officials to report to the designated Emergency Operations Center (EOC) and notify their staff and volunteer organizations

5.2. Emergency Notification Procedure

The Emergency notification contact list, including contact numbers for requesting assistance or activating the Emergency Response Plan, is attached as **APPENDIX B**.

The content of the messages transferred during Emergency Notification procedures may include the following:

- Situation Report/Update which describes a current, pending, or potential emergency situation
- Status of notification “ALERT”, “STAND BY” or “CALL TO ASSEMBLE”
- Location of the Emergency Operation Centre (EOC) or other meeting room
- Special precautions to take (routes to EOC or meeting room, hazards, health risk, etc.)
- Verbal update and instructions concerning notification status and
- Request to repeat the verbal message to ensure information is understood

6. Declaration, Notification and Termination of Emergency

6.1. Authority to Declare

The *Emergency Management and Civil Protection Act* authorizes a Head of Council, to declare that an emergency exists. The Emergency Command Group will make recommendations to the Municipality on whether to declare an Emergency.

The Declaration of Emergency Form can be found in **APPENDIX F**.

The factors affecting the decision to declare an emergency include:

- The resources (personnel and material) that the Municipality have committed or needs to commit.
- A determination that the emergency affects a large portion of the population of more than one municipality.
- The Municipality’s requirement for resources, where the Municipality has exhausted theirs, requests assistance.

6.2. Notification of Declaration

Upon the declaration of an Emergency, the Emergency Command Group (ECG) will control and coordinate the response to the emergency.

Upon such declaration, a Head of Council will authorize notification by telephone/fax/email:

- Emergency Management Ontario immediately and fax/email a copy of the emergency declaration to the Provincial Emergency Operations Centre as soon as possible
- The media
- The public
- Neighbouring municipal officials as required
- Treasury Board Secretariat (as per the *Emergency Management and Civil Protection Act*, Section 4.3)

6.3. Termination of an Emergency

A state of emergency may be terminated at any time by the following individuals:

- The Head of Council
- The Municipal Council
- Premier of Ontario

Similar to the declaration of an emergency, the following parties will be notified of the termination:

- Emergency Management Ontario; with copy of the termination be faxed to the Provincial Emergency Operations Centre (**APPENDIX G**)
- Members of Municipal Council
- Neighbouring municipal officials, as required
- The media
- The public
- Treasury Board Secretariat (as per the *Emergency Management and Civil Protection Act*, Section 4.3)

6.4. Provincial Emergency

Pursuant to Section 7 of the *Emergency Management and Civil Protection Act*, the Premier of Ontario may:

- By Order declare that an emergency exists throughout Ontario or in any part of the Province

- direct and control the administration, facilities and equipment of the municipality in the emergency area, and, without restricting the generality of the foregoing, the exercise by the municipality of its powers and duties in the emergency area is subject to the direction and control of the Premier
- require any municipality to provide such assistance, as he or she considers necessary to an emergency area or any part of the emergency area that is not within the jurisdiction of the municipality and direct and control the provision of such assistance.

7. Emergency Operations Centre (EOC)

In an emergency, the ECG will convene at a designated Emergency Operations Center (EOC). In the event that this EOC is inaccessible due to the nature of the emergency, an alternate EOC will be used. The location of each EOC is confidential and accessible only to authorized individuals to maintain the safety and security of the EOC for the ECG members.

The EOC affords the ECG the ability to meet and to coordinate an effective response to mitigate the impacts of the emergency. The EOC is self-contained, supported by an emergency power supply, and stocked with provisions to support the work of the ECG for seventy-two (72) hours.

General equipment for the EOC includes:

- Telecommunications, including cell phone signal boosters
- Emergency GIS Programming
- Weather Stations
- Office supplies

The Municipality of Whitestone has implemented operating procedures for the EOC such as:

- Activation and sign-in
- Infection Control
- Security

8. Emergency Operations Centre Operating Cycle

Members of the ECG will gather at regular intervals during the emergency to inform each other of actions taken and issues encountered. The EOC, Incident Commander will establish the frequency of meetings and agenda items. Meetings will be kept as brief as possible to allow ECG members to act on their responsibilities. Status boards and maps will be prominently displayed and kept current to the events of the emergency.

The following diagram depicts the Operating Cycle of the Emergency Operations Centre:



9. Municipality of Whitestone Emergency Command Group (ECG) Membership

The primary members of the ECG are listed below. Each primary member has a designated alternate who may act in the absence of the primary member in the following positions:

- EOC & Area, Incident Command
- Safety Officer
- Liaison Officer
- Emergency Information Officer
- Operations Section Chief
- Planning Section Chief
- Logistics Section Chief
- Finance and Administration Section Chief

The Planning, Logistics, and Finance & Administration Section Chiefs oversee operational units.

The positions in the ECG will be filled by staff based on skill, experience and knowledge. These staff will be trained to carry out the specific roles and responsibilities of their assigned position, as described in Section 11. Although each member of the ECG may not be involved in the event, each member must be notified of the situation.

Other support personnel who may be asked to join the ECG on an as-needed basis include:

- Ham Radio Operators
- Emergency Management Ontario Representative
- EOC Commander and Liaison
- Officials, experts or representatives from the public or private sector

10. Municipality of Whitestone Emergency Command Group Responsibilities

Members of the Municipality of Whitestone ECG are responsible for the following actions or decisions:

- The primary responsibility of the ECG is to implement the Emergency Response Plan during an emergency and to provide advice and assistance to a Head of Council or Designate in carrying out their duties under the Emergency Response Plan.
- To carry out Incident Action Plan
- To coordinate the acquisition of additional resources needed by the municipality. Decisions to ration resources if required will be made by the ECG and will be based on a priority of need. Equipment assigned to the municipality will be under the control of the municipal IC Command and/or the municipal EOC.
- coordination and support of area municipalities by working closely with the area municipalities Emergency Community Command Group(s).

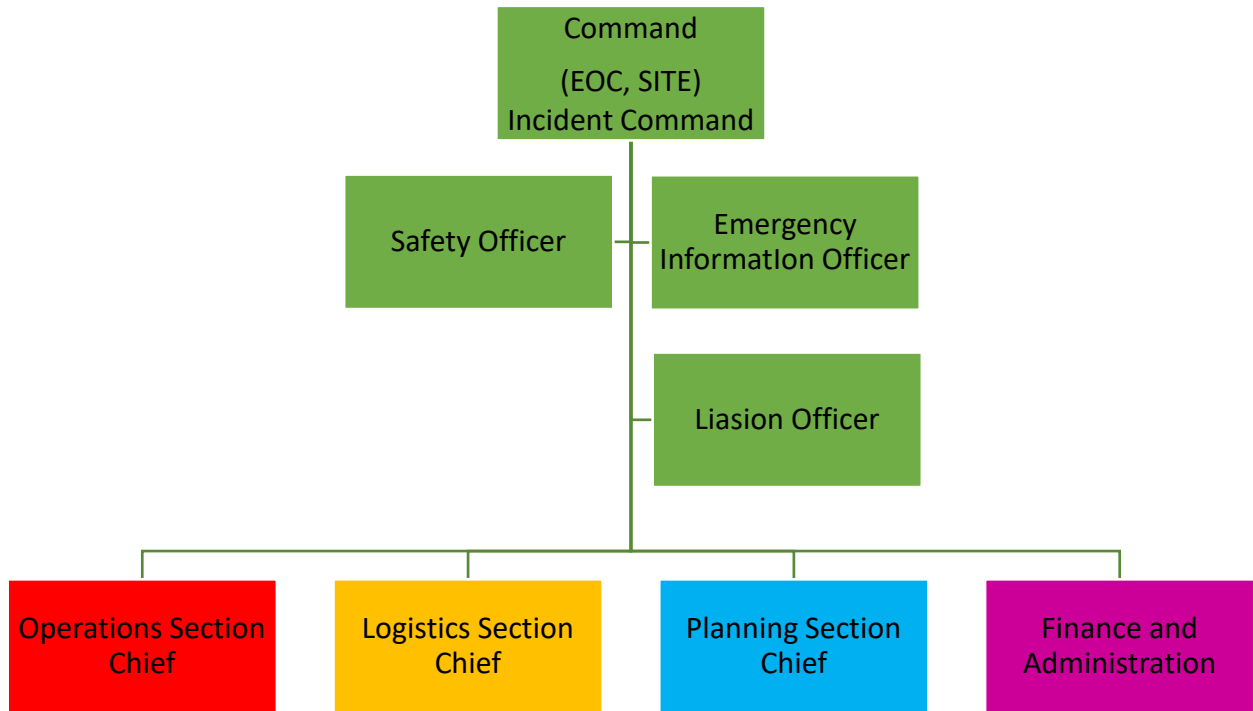
Actions and decisions normally undertaken by the ECG may include, but are not limited to:

- Acquiring and assessing information to determine the status of the situation.
- Coordinating emergency service, agencies and equipment, as required or requested by the municipality.
- Coordinating services to ensure that necessary actions are taken for the mitigation of the effects of the emergency provided they are not contrary to law.

- Determining if the location and composition of the ECG is appropriate
- Ensuring support to the municipal Incident Command and EOC or area municipal Emergency Operations Centre by offering equipment, staff and resources, as required.
- Coordinating and/or overseeing the evacuation shelters of residents considered to be in danger.
- Assisting area municipalities in discontinuing utilities or services provided by public or private concerns, i.e. hydro, water, gas, closing down a shopping plaza/mall.
- Arranging for services and equipment from local agencies not under Municipal control i.e., private contractors, industry, volunteer agencies, service clubs.
- Notifying, requesting assistance from and/or liaising with various levels of government and any public or private agencies not under Municipal control, as considered necessary.
- Determining if additional volunteers are required and if appeals for volunteers are warranted.
- Determining if additional transportation is required for evacuation or transportation of persons and/or supplies.
- Ensuring that pertinent information regarding the emergency is promptly forwarded to the Emergency Information Officer for dissemination to the media and public.
- Determining the need to establish advisory groups and/or sub-committees/working groups for any aspect of the emergency including recovery, for example:
 - authorizing Municipal expenditures of money required to deal with the emergency.
- Notifying the service, agency or group under their direction, of the termination of the Municipal declared emergency.
- Maintaining a master event log outlining decisions made and actions taken.

11. Roles and Responsibilities of Individual ECG Members

Individual ECG members with the appropriate training and knowledge will assume the following roles and responsibilities during the emergency situation. The Municipality of Whitestone Emergency Management System is based upon the Provincial Incident Management System. Roles will be filled as appropriate to the emergency situation. As a result, not all roles may be filled in a small-scale emergency. In this situation, responsibilities remain with Incident Command or Section Chief as appropriate, until delegated.



11.1. Incident Command (EOC, Site)

Incident Command is in charge of the management of the incident and must be fully qualified to fulfill this role:

- Oversees all operations
- Overall management responsibility for coordinating, supporting, and assisting other agencies
- Sets priorities for overall response and recovery efforts
- Establishes appropriate staffing level
- Sets expenditure limits
- Develops the Incident Action Plan and monitors its implementation
- Approves media releases
- Final decision-maker on operational issues
- Liaises with Mayor and Council

11.2. Safety Officer

- Responsible for identifying all potential safety issues
- Ensures all required corrective actions with regard to safety issues are being enforced
- Liaises with Operations Section Chiefs and Planning and Logistics Section Chiefs to ensure that safety protocols are being followed

11.3. Liaison Officer

The Liaison Officer is responsible for communications between the ECG and other agencies.

The Liaison Officer is the aggregator of information from all external agencies and collates vital internal information between operational cycles. As the lead developer of the Emergency Response Plan, the Liaison Officer has the following duties:

- Responsible for the operational implementation of the Emergency Response Plan
- Initiates the ECG notification protocol and collates responses
- Advises the EOC Director between operational cycles
- Monitors emergency alerts
- Collaborates with the Emergency Information Officer on the development of key messages
- Initializes the Virtual Emergency Operations Centre
- Responsible for communications between the ECG and external agencies
- Leverages relationships with partner agencies to determine the current status of the incident
- Seeks to coordinate cooperating agencies
- Tasked with providing advice to the Head of Council regarding the declaration of emergency
- May act as the Emergency Site Liaison Officer
- Provides coaching and support as required to other members of the ECG

The agencies the Liaison Officer may work with include, but are not limited to:

- Police services (Community, Provincial and Federal)
- St. John Ambulance and Canadian Red Cross
- District Coroner
- Medical Officer of Health
- Ministry of Health and Ministry Long-Term Care
- Ambulance Communications Centre
- Local acute care and long-term care facilities
- Council members and administration staff from neighbouring municipalities (e.g. Treasurer, Director of Public Works, etc.)
- North Bay Mattawa Conservation Authority
- Ministry of the Environment & Climate Change
- Utilities providers (Hydro One)
- Ministry of the Environment and Climate Change
- Ministry of Municipal Affairs and Housing
- Emergency Management Ontario

11.4. Emergency Information Officer

The Emergency Information Officer (EIO) is the interface between the ECG and the public and media. The EIO is responsible for providing accurate and complete information about the emergency and monitoring the information provided to the public for inaccuracies. The EOC Commander approves the release of all incident related information. Specific responsibilities of the EIO include:

- Interfaces with the site, media, the public and other agencies
- Develops accurate and complete information on the current situation
- Oversees communications units: media relations, media monitoring, public information (including alerts and warnings), internal information, public inquiry centre, elected officials (site tours, briefings, etc.), and electronic information
- Connect with other EIOs

11.5. Operations Section Chief

The Operations Section has been divided into eight (8) branches in order to maintain a reasonable scope of responsibility for the reduction of the immediate hazard; saving lives and property; establishing situational control; and restoration of normal operations.

- In consultation with branch coordinators establishes tactical objectives and is accountable to the EOC Command (Site, EOC, Incident Command)
- Implements the Incident Action Plan
- Delegates tasks to Operations Section Branches as necessary
- Responsible for all activities focused on reduction of the immediate hazard and to safeguard human life and property
- Establishes situational control
- Restores normal operations
- Coordinates logistical needs of branches and communicates needs to the Planning Section Chief

11.5.1. Emergency Community Support Services Branch

- Reports to the Operations Section Chief
- Coordinating and arranging emergency lodging, clothing, feeding, registration, inquiries and personal services for those residents who have been displaced from their homes
- Liaising with the ECG with respect to the operations of both reception and evacuation centres

- Maintaining accurate records of all expenditures authorized for the purpose of basic necessities under the emergency response plan
- Assisting with the opening, set-up and closing of evacuation services as authorized by the Municipality of Whitestone Emergency Command Group
- Supervising and managing the operations of reception and evacuation centres
- Coordinating counseling services for evacuees at evacuation centres via Public Health and/or other agencies
- Liaising with the Medical Officer of Health on areas of mutual concern regarding operations in evacuation centres
- Acting as a liaison with the Emergency Information Officer to coordinate reception and evacuation centre communication requirements and other information for dissemination
- Liaising with the Police to coordinate reception centre and evacuation centre security
- Notifying volunteers and evacuees of the termination of the emergency, and coordinating the dispersal of persons from the evacuation centre
- Maintaining a personal log of all actions taken
- Committee and/or Disaster Relief Committee, as required
- Conducting reception and evacuation centre surveys and maintaining facility database information
- Coordinating evacuation exercises to test reception and evacuation centre procedures
- Coordinating training and development workshops for reception and evacuation centre staff and volunteers

11.5.2. Paramedic Services Branch

- Reports to the Operations Section Chief
- Ensuring the appropriate deployment of paramedic services to the emergency site
- Establishing an ongoing communications link with the Paramedic Services Incident Commander of the emergency site and the ECG
- Establishing effective triage and transportation of casualties at the site(s)
- Advising the ECG if other means of transportation are required for large scale response for casualties and/or medical supplies
- Liaising with the Ministry of Health and Ministry of Long-Term Care, and Ambulance Communications Centre to ensure

balanced emergency coverage is available for paramedic service at all times throughout the service area

- Ensuring liaison with the receiving and area hospitals and providing continuous update of events as they unfold
- Ensuring that a record is maintained of drivers and operators contracted to provide assistance in provision of paramedic services during an emergency
- Procuring staff to assist as required, in providing paramedic services
- Assist in the coordination for the evacuation of an acute care or Long-Term Care Facility

11.5.3. Police Branch

- Reports to the Operations Section Chief
- Coordinating information from area police agencies affected by the emergency
- Notifying necessary emergency and municipal services, as required
- Establishing a police site command post with communications to the Municipal EOC
- Establishing an ongoing communications link with the senior police official at the scene of the emergency
- Coordinating information and resources necessary in relation to the inner perimeter within the emergency area
- Providing traffic control staff to facilitate the movement of emergency vehicles, as requested and/or required
- Alerting persons endangered by the emergency and coordinating evacuation procedures, as requested and/or required
- Ensuring the protection of life and property and the provision of law and order
- Notifying the Coroner and Medical Officer of Health of fatalities, as requested and/or as required
- Ensuring liaison with other community, provincial and federal police agencies, as required

11.5.4. Fire Branch

- Reports to the Operations Section Chief
- Coordinating activities of the fire department.
- Providing the ECG with information and advice on firefighting and rescue matters
- Establishing an ongoing communications link with the senior fire official(s) through the area municipal EOC to the scene of the emergency

- Informing the Mutual Aid Fire Coordinators and/or initiating mutual aid arrangements including the provision of additional firefighters and equipment, as required
- Determining if additional or special equipment is needed and recommending possible sources of supply, e.g., breathing apparatus, protective clothing
- Providing assistance to area municipal fire departments and other agencies and being prepared to coordinate or contribute to non-fire fighting operations if requested and/or required, e.g., rescue, first aid, casualty collection, evacuation

11.5.5. Public Health Unit Branch

- Reports to the Operations Section Chief
- Activating and terminating the North Bay Parry Sound District Health Unit Emergency Response Plan and Emergency Notification System
- Providing an on-site manager if required and attending the site command post as necessary
- Liaising with Ministry of Health and Ministry of Long-Term Care, Public Health Branch and local Medical Officers of Health as required
- Liaising with appropriate public health agencies as required to augment and coordinate a public health response
- Providing advice on matters which may adversely affect public health within the West Parry Sound Area
- Coordinating the response to communicable disease-related emergencies or anticipated epidemics according to Ministry of Health policies
- Ensuring coordination of agency resources to prevent and control the spread of disease during an emergency within the Municipality
- Liaising with the Manager of Public Works or alternate to ensure the provision of potable water, community sanitation, maintenance and sanitary facilities
- Providing for the inspection of evacuation centers, making recommendations and initiating remedial action in areas of:
 - Accommodation standards relating to overcrowding, crowd control, security, sewage and waste disposal, monitoring of water supply, air quality, sanitation, and facility layout and operation
- Food handling, storage, preparation and service
- General health and safety involving injury prevention
- Public health information and community networks
- Providing inspection and advice in collaboration with the municipal representatives within the affected communities

regarding the evacuation of residential buildings which pose a public health threat

- Liaising with the District Coroner to coordinate the activities of the mortuary within the community and provide assistance where necessary
- Providing instruction and health information through public service announcements and information networks
- Providing resource support and consultation to emergency service workers
- Evaluating post-emergency effectiveness and efficiency in the execution of the agency's responsibilities through debriefing sessions and liaison with Emergency Management Personnel

11.5.6. Logistics Branch

- Reports to the Operations Section Chief
- Providing the ECG with information and advice on engineering, environmental, and roads services, as required
- Depending on the nature of the emergency, assigning the Emergency Site Manager as requested by the area municipality and informing the ECG
- Establishing an ongoing communications link with the corporate services staff at the scene of the emergency
- Coordinating and assisting the activities from the local municipal public works
- Ensuring provision of engineering assistance
- Ensuring construction, maintenance and repair of Municipal roads
- Liaising with area municipalities in the maintenance of sanitary sewage and water systems
- Providing equipment for emergency pumping operations
- Ensuring liaison with local public works departments concerning emergency water supplies for firefighting purposes, as required
- Liaising with area municipalities in the provision of emergency potable water, supplies and sanitation facilities to satisfy the requirements of the Medical Officer of Health
- Ensuring liaison with the conservation authority regarding flood control, conservation and environmental matters and being prepared to take preventative action
- Providing solid waste management services (collection, processing, and disposal) as required
- Liaising with the Ministry of the Environment and Climate Change
- Coordinating and liaising with utility agencies such as Hydro One to ensure:

- monitoring the status of power outages and customers without services
- providing updates on power outages, as required
- Provide assistance with accessing generators for essential services, or other temporary power measures
- Liaising with Spills Action Centre, as required

11.6. Planning Section Chief

- Planning Chief coordinates, the work of the planning section and is accountable to the EOC Director
- Collects, evaluates, validates and disseminates incident situation information and intelligence
- Damage assessment
- Prepares status reports and facilitates operational cycles meetings
- Displays situation information
- Responsible for all incident documentation
- Develops and documents the Incident Action Plan
- Coordinates acquisition of technical experts

11.7. Logistics Section Chief

- Logistics Chief coordinates units responsible for services and is accountable to the EOC Director
- Responsible for all support requirements needed to facilitate effective and efficient incident management
- Ensures provision of facilities, transportation, supplies, equipment maintenance and fuel, food services, telecommunications and IT support, and emergency responder medical services pursuant to the Incident Action Plan

11.8. Finance and Administration Section Chief

Finance and Administration Chief coordinates the work of the Planning Section Chief and is accountable to the EOC Director

- Tracks all costs associated with responding to the incident
 - WSIB claims
 - direct response costs
 - staff overtime
 - procurement
- implements emergency human resources policies

12. Policy Group

12.1. Policy Group Members:

The Head of Council or designate are members of the Policy Group and are required to fulfill legislative duties. They shall enlist other such persons, including legal advisors, to form part of the Policy Group as is deemed necessary to assist in the functions of this Group.

12.2. Policy Group Function:

The Policy Group is an important part of the IMS structure during a municipal emergency. The purpose of the Policy Group is to provide a structure to allow a functional avenue for advice and assistance, as required, to liaise with other councillors and with the ECG in order to make the best-informed decisions with regard to the emergency situation.

The number of Policy Group members is dependent upon the incident type, severity, size, and is at the discretion of the Head of Council to seek and request assistance as required.

12.3. Policy Group Location

The Policy Group will be located in a strategic, safe and separate location that has direct communication ability with the EOC.

12.4. Policy Group Responsibilities:

- The Head of Council or designate as head of the Municipal Council has designated authority under legislation when a potential or real Declaration of Emergency exists within the municipality.
- The Head of Council or designate functions as the head of the Policy Group in the IMS. Structure, providing governance and advice to the ECG Commander throughout the emergency.
- The Head of Council or designate shall make a Declaration of Emergency, as required.
- The Head of Council or designate shall terminate the Declaration of Emergency, as required.
- The Head of Council or designate shall provide information to municipal Council and political representatives at other levels of government with regard to impacts of an emergency, as required.

13. Emergency Site Incident Commander

The Emergency Site Incident Commander communicates all activities of the emergency response team at the incident site and reports with updates to the ECG.

- Communicating the aim and priorities of the emergency response team to the ECG Liaison Officer
- If requested by the Site Incident Commander, communicating immediate needs for additional resources to the ECG Incident Commander
- Establishing and maintaining communications with the ECG Liaison Officer at the PEOC to ensure accurate information is relayed

14. Emergency Telecommunications Plan

Upon implementation of the Emergency Response Plan, communications will be established between the emergency site and the municipal EOC. The primary methods of communication, in order of preference shall be:

- Landline and cellular phones
- Email
- Text messages
- Internet
- Ham radio
- Radio

15. Emergency Communications Plan

Upon implementation of the Emergency Response Plan, the Emergency Communications Plan will be activated to facilitate the release of accurate information to the news media, issue authoritative instructions to the public and respond to or redirect individual requests for information concerning any aspect of the emergency.

In order to fulfil these functions during an emergency, the following positions will be established:

- Emergency Information Officer
- Community Spokesperson
- Public Inquiry Centre Supervisor

15.1. Location of Municipality of Whitestone Media Centre

The Municipality of Whitestone ECG will establish a media centre with the appropriate resources at a location separated from the Emergency Operations Centre.

Depending on the nature of the emergency, it may be necessary to establish a media information area adjacent to the emergency site. This will be the location of an on-site media staging area will be determined by the ECG. The site media information area will be staffed as determined by the Emergency Information Officer.

15.2. Role of Public Inquiry Supervisor

The Public Inquiry Supervisor acts on behalf of the Emergency Information Officer. Responsibilities of the Public Inquiry Supervisor include:

- establishing a Public Inquiry Service, including the appointment of personnel to assist and designation of telephone lines
 - in some circumstances, the County may seek to utilize the services of a third-party Public Inquiry Centre, such as 2-1-1 Ontario. This decision will be made by the ECG.
- informing the Emergency Information Officer of the establishment of the above service and designated telephone numbers
- responding to and redirecting inquiries and reports from the public about the emergency using information provided by the Emergency Information Officer
- responding to and redirecting inquiries pertaining to the investigation of the emergency, deaths, injuries or matters of personnel involved with or affected by the emergency to the Emergency Information Officer and appropriate emergency service
- responding to and redirecting inquiries pertaining to persons who may be located in evacuation and reception centres to the registration and inquiry telephone numbers

16. Requests for Assistance

16.1. Mutual Assistance Agreements (Mutual Aid for fire only)

The *Emergency Management and Civil Protection Act* authorizes municipalities to enter into agreements wherein each party may provide assistance, in the form of personnel, services, equipment and material, if called upon to do so by a requesting Municipality in times of emergency.

Mutual Assistance Agreement enables municipalities, in advance of an emergency, to set the terms and conditions of the assistance which may be requested or provided. Municipalities requesting and providing assistance are therefore not required to negotiate the basic terms and conditions under stressful conditions. Municipalities may offer and receive assistance according to predetermined and mutually agreeable relationships.

16.2. Assistance from the Province of Ontario

Under certain circumstances and/or when the resources of the Municipality of Whitestone are deemed insufficient to control the emergency, then the Head of Council may request assistance from the Premier of Ontario. The requesting of said services shall not be deemed as a request for the

Government of the Province of Ontario to assume authority and control of the emergency.

Such a request shall be made to the Ministry of the Treasury Board Secretariat, Emergency Management Ontario.

Assistance may be requested from Emergency Management Ontario at any time. Emergency Management Ontario maintains the 24-hour Provincial Emergency Operations Centre and can coordinate assistance from a number of Provincial agencies and the Federal Government.

16.2.1 Provincial Disaster Recovery Assistance Programs

The Ministry of Municipal Affairs administers two (2) Disaster Recovery Assistance Programs as follows:

- 1) Disaster Recovery Assistance for Ontarians
 - For Individuals, Families, Small Owner-Operated Businesses, Small Owner-Operated Farms, and Not-for-Profit Organizations
 - No requirement for the municipality to be engaged in the administration of this Program

- 2) Municipal Disaster Recovery Assistance
 - Program can only be activated by the Minister of Municipal Affairs and Housing in response to a Resolution of Council by the affected municipality. Council Resolution must be received by the Minister within 120 days of the date of the event.
 - ONLY natural disasters are eligible for consideration.
 - Natural event must be sudden, unexpected, and extraordinary
 - i. Extraordinary is defined as exceptional for the region
 - ii. Events that occur regularly should be anticipated, prepared for and the response to such events should be included in budget
 - To be considered for program eligibility, costs incurred by the municipality in response to the event must be at least equal to 3% of the municipality's Own Purpose Taxation levy

16.3. Emergency Management Ontario

Upon the declaration of an Emergency by the Head of Council, Management Ontario will deploy Emergency Management Ontario Community Field Officer liaison team to the ECG to provide advice and assistance.

16.4. Assistance from the Federal Government

Financial Assistance for natural disasters may be available through the Federal Government's Disaster Financial Assistance Arrangements and other federal programs.

Requests for personnel or resources from the Federal Government must be submitted through the Province of Ontario. In most cases, federal assistance will only be provided once the resources of the County and the Province have been exhausted.

17. Glossary and Acronyms

17.1. Glossary of Terms

Chief Administrative Officer (CAO)

The individual who is responsible for the administrative management of the Municipality of Whitestone.

Community Emergency Management Coordinator (CEMC)

The individual accountable for the development, implementation and maintenance of the emergency management program.

Community Spokesperson

An individual appointed by the Emergency Command Group who is responsible for giving interviews to the media about the emergency situation. ~~This is typically the Emergency Information Officer or the Head of Council.~~

Disaster Financial Assistance

Programs administered by the Ministry of Municipal Affairs to assist individuals, families, small businesses, farms, not-for-profit agencies, and municipalities with some of the financial costs associated with recovering from a disaster.

Emergency

A situation or impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

Emergency Incident Command (Site, EOC, Incident)

The person at the emergency site who is designated to communicate from the site to the Municipality of Whitestone Emergency Command Group. Appointed by the Emergency Command Group.

Emergency Information Officer (EIO)

The interface between the ECG and the public, media and other agencies. This individual is charged with providing accurate and complete information about the emergency and monitoring the information provided to the public for inaccuracies.

Emergency Management and Civil Protection Act

The legislative authority for emergency response plans and emergency management programs in Ontario.

Emergency Management of Ontario (EMO)

A department within the Treasury Board Secretariat responsible for leading the coordination, development and implementation of emergency management programs in Ontario and partnering with municipalities to assist in their emergency management programs.

Emergency Notification

A fan-out procedure to notify the Municipality of Whitestone Emergency Command Group of an emergency or impending emergency.

Emergency Operations Centre (EOC)

The location from which the Municipality of Whitestone Emergency Command Group operates.

Emergency Response Plan

A plan, which is formulated to meet the requirements of the *Emergency Management and Civil Protection Act* and governs the position of necessary services during an emergency and the procedures and manner in which the Municipality of Whitestone employees and others will respond to an emergency.

Emergency Site

The area in which the emergency exists. Also referred to as the incident site or scene.

Evacuation Centre

A location used during an emergency to provide temporary refuge and/or overnight lodging for evacuees.

Finance and Administration Section

A group of individuals responsible for managing the financial costs and human resources concerns of the incident. In small-scale emergencies, responsibilities of this section may be completed by one person.

Head of Council

The individual who presides over Municipal Council meetings.

Incident Action Plan (Site, EOC, Incident)

An oral or written plan containing the general objectives reflecting the strategy for managing a specific emergency.

Incident Command (IC) (Site, EOC, Incident)

The individual in charge of the management of the incident. Authorized to delegate responsibility to other individuals.

Incident Management System (IMS)

A set of doctrines, concepts, principles, terminology and organizational processes to enable effective emergency management.

Liaison Officer

The individual responsible for communications between the ECG and other agencies. Normally delegated to the Community Emergency Management Coordinator.

Logistics Section

A group of individuals responsible for facilitating effective and efficient incident management by ordering resources from off-incident locations to provide facilities, transportation, supplies, equipment maintenance, fuel, food services, communication and IT support, and medical services for emergency responders.

Operations Section

A group of individuals responsible for the reduction of the immediate hazard, saving lives and property, establishing situational control, and restoration of normal operations.

Planning Section

A group of individuals responsible for the collection, evaluation and dissemination of incident situation information and intelligence; maintaining the status of resources; preparing status reports; displaying situation information; and developing and documenting the Incident Action Plan.

Public Inquiry Supervisor

An individual who acts on the behalf of the Emergency Information Officer to establish a Public Inquiry Service and answer and redirect inquires about the situation.

Reception Centre

An area where people affected by an emergency may temporarily relocate or where information is available to assist individuals during the emergency.

17.2. Acronyms

CAO	Chief Administrative Officer
CEMC	Emergency Management Coordinator
CNR	Canadian National Railway
CPR	Canadian Pacific Railway
DSSAB	District Social Services Administration Board
ECC	Evacuation Centre Coordinator
ECG	Emergency Command Group
EI	Emergency Information
EIC	Emergency Information Centre
EIO	Emergency Information Officer
EMCPA	Emergency Management and Civil Protection Act
EMO	Emergency Management Ontario
EMPC	Emergency Management Program Committee
EMS	Emergency Medical Services
EOC	Emergency Operations Centre
EP	Emergency Plan
ESLO	Emergency Site Liaison Officer
IRA	Hazard Identification Risk Assessment
IAP	Incident Action Plan
IC	Incident Commander
IMS	Incident Management System
LO	Liaison Officer
MAA	Mutual Aid Agreement
MCG	Municipal Control Group
MCSCS	Ministry of Safety and Correctional Services
MEOC	Municipal Emergency Operation Centre
OPP	Ontario Provincial Police
PEOC	Provincial Emergency Operations Centre

**The Corporation of the Municipality of Whitestone
By-law No. 80-2023**

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, to be known as the ‘Procedural By-law’

and to repeal By-law No. 02-2002, By-law No. 34-2004, By-law No. 84-2007, By-law No. 40-2012, By-law No. 44-2020 and By-law No. 50-2022.

WHEREAS a Municipality is a level of government and requires formality and procedures in Meetings so that clear, informed, written decisions, directions, Resolutions and By-laws can be both adopted and implemented;

AND WHEREAS Council, pursuant to Section 238 of the *Municipal Act*, 2001, is required to establish the procedures governing the Meetings of Council and Committees of Council and Local Boards, the conduct of its Members and the calling of Meetings;

AND WHEREAS Council must adopt by By-law, the procedures which address the rules of order to be observed in proceedings of Council, Committees of Council and Local Boards unless specifically provided otherwise;

AND THAT THE SHORT TITLE of this By-law shall be “Procedural By-law”.

AND THAT By-law No. 02-2002, By-law No. 34-2004, By-law No. 84-2007, By-law No. 40-2012, By-law No. 44-2020 and By-law No. 50-2022 are hereby repealed.

This By-law comes into force and takes effect on the date of enactment.

READ a **FIRST** and **SECOND** time this 12th day of December, 2023.

Mayor George Comrie

CAO/Clerk Michelle Hendry

READ a **THIRD** and **FINAL** time and **PASSED**, this 12th day of December, 2023.

Mayor George Comrie

CAO/Clerk Michelle Hendry

BUSINESS MATTERS



West Parry Sound Area Community Safety and Well-Being Plan

November 15, 2023

Background

In January 2019, new requirements for Community Safety and Well-being (CSWB) planning came into effect. The *Police Services Act, 1990* (PSA) was amended, and 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 our communities.

This multi-sectoral approach to community safety and well-being, recognizes that 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/social services and children/youth services play an integral role. Another principle of this approach is the understanding that risks cannot be addressed in isolation. Too often information and services silos are created which limit response effectiveness, providing an inadequate service which does not take full advantage of available resources. The goal of CSWB Planning is to develop a guide for partners to communicate, collaborate and coordinate interventions and initiatives aimed at reducing risks and improving safety and well-being for all residents.

Early in 2021, the area Chief Fire Officials were asked to move this planning process forward, on behalf of the municipalities. An Advisory Committee was formed and included representation from the following agencies/communities:

- HANDS Family Network;
- DSSAB;
- Child Services;
- Health Unit;
- WPSHC;
- Paramedicine;

- Henvey Inlet First Nation;
- OPP;
- School Board; and
- Community Mental Health.

Membership of this group was defined by involvement in delivering services to our communities and ensuring that we had representation from as many communities as possible.

With guidance from the Ministry of the Solicitor General and published plans from other areas we have developed a plan that includes the following components:

- Introduction and overview;
- Review of Concerns;
- Inventory of current programs;
- Metrics for measuring success of mitigation strategies; and
- Annual Review and Maintenance of the plan.

To understand the issues that our residents are facing, with regard to safety and well-being, the committee identified that we would need to engage with our communities to learn their concerns and inventory the efforts that are currently be made to address these issues.

Surveys, identifying issues of concern were conducted with the public and our community partners during the summer of 2021. On-line surveys and questionnaires were conducted/distributed to the general public and specific groups. The results of the survey are included in the Plan.

Interestingly, an inventory of current programs confirmed that most of the areas of concerns are being addresses by individual agencies or in co-operation with each other.

Using the framework provided by the Ministry of the Solicitor General and data collected, a plan was developed. It has been reviewed by partner agencies and Municipal CAOs.

Next Steps

In order to comply with Ministry of the Solicitor General regulations, the Plan must be adopted by all participating municipalities and submitted to their

office. We have indicated that the plan will be submitted by December 15 2023.

Key Points

- Adoption of a Plan is Mandatory;
- The original deadline for submission to the Ministry of the Solicitor General was July 01 2021;
- Our area was granted an extension with the understanding that our plan would be submitted by December 15 2023; and
- The Plan has been reviewed and approved by area service delivery partners.

Prepared by: Gord Harrison,
Carling Township Fire Chief

Link to Community Safety and Wellbeing Plan and Appendices on Municipal Website:

[Municipality of Whitestone - Community Safety and Wellbeing Plan](#)



P.O. Box 382
 North Bay, ON P1B 8H5
 705.497.5555 Ext. 507
 admin@nearnorthcrimestoppers.com

November 21, 2023

Dear Mayor and Councillors,

Every January, **Crime Stoppers Month** is recognized around the world for the organization's impact on its communities. Our mission is to STOP, SOLVE, AND PREVENT CRIME-TOGETHER!

Near North Crime Stoppers (NNCS), which serves the Districts of Nipissing and Parry Sound is a registered charitable program that enhances community safety across the region. Despite all the modern technology available to law enforcement agencies, one of the most cost-effective and successful methods to prevent or solve crime is when someone anonymously reports a TIP to Crime Stoppers through the TIPLINE or the website. We do not subscribe to any call tracing technology, so tips remain confidential and are passed on to the appropriate law enforcement agency.

To date, NNCS has received 22,468 calls from tipsters, contributing to the arrest of 1,786 individuals, and over \$4.3 million in property and cash having been recovered. Nearly \$58 million in drugs, destined for our communities, have been seized because of Crime Stoppers anonymous, valuable information.

The success of Crime Stoppers rests heavily on community engagement through awareness and support of many partners, with municipalities being key stakeholders. Recognizing and supporting Crime Stoppers helps municipalities to support their local **Community Safety and Well Being Plans** plan.

We are asking your council to **pass a resolution recognizing January 2024 as Crime Stoppers Month**, and post/share messaging on your social media sites and electronic boards in your community. You can keep an eye on <https://www.facebook.com/NearNorthCrimeStoppers> , our website <https://nearnorthcrimestoppers.com>

If your council agrees to proclaim January as Crime Stoppers month, please contact us so that we can recognize your municipality on our social media platforms. If you would like to learn more about our program, we would be happy to present information upon request. Thank you for your continued support.

Sincerely,

CR1111

Mary Houghton
 Executive Secretary

CORRESPONDENCE



15650

Moved by Dan Osborne

Seconded by Ken Blodgett

BE IT RESOLVED THAT Gore Bay Council supports the Municipality of Wawa regarding requesting the Government of Canada to amend subsections 118.06 (2) and 118.07 of the Income Tax Act to increase the amount of tax credits for volunteer firefighting and search and rescue volunteer services from \$3,000 to \$10,000;

FURTHER, this resolution be forwarded to the Association of Fire Chiefs of Ontario, Manitoulin Fire Mutual Aid Association, Association of Municipalities of Ontario, and all Ontario municipalities.

Carried

From: Martin Quinn <communication@landscapeontario.com>

Sent: November 20, 2023 3:35 PM

To: michelle.hendry@whitestone.ca

Subject: Your invitation to Communities in Bloom



2024 Communities in Bloom Ontario Provincial Edition Invitation

Honourable Mayor and Council,

Communities in Bloom is a non-profit organization committed to fostering civic pride, environmental responsibility and community beautification across Canada through friendly challenge and competition.

The Communities in Bloom program invites citizens of all ages, municipal governments, local organizations, not for profits and businesses alike to take part in a challenge to make their municipality more beautiful and green through the imaginative use of flowers, plants and trees. Projects can come to life in parks, neighbourhoods and open spaces, and are evaluated by Communities in Bloom judges on factors including environmental stewardship and the preservation of heritage and cultural landmarks. This year, we are also encouraging communities to incorporate our colour of the year, orange, into their projects as a way of honouring our Indigenous communities.

We invite your community to [take part in the 2024 program](#). It's truly a wonderful way to foster community pride, and enjoy the benefits of more beautiful municipalities — as well as help mitigate and adapt to the impacts of climate change through the enhancement of green spaces.

In recent years, we've seen a significant shift in what people want and need in terms of public outdoor spaces. Taking part in the Communities in Bloom challenge is a concrete way to foster civic pride, help the environment and strengthen neighbourhoods, while increasing investment opportunities and boosting tourism for municipalities.

Here's how it works:

1. Communities register to participate online in one of two categories — either Population Category (community is evaluated and entered into the competition) or Friends Category (community is not evaluated for competition but becomes part of the Communities in Bloom Network).
2. Communities work together to create their vision and bring it to life.

3. For those entered in the Population Category, judges will evaluate your community in July or August 2024.
4. Communities receive their evaluations scores in the fall at a provincial symposium, and communities receiving a 5 Bloom rating will be invited to the CIB National competition.

The cost for entry, which covers the cost of administration and project evaluation, is \$400-\$1,000 (depending on population) or \$250 for the Friends category. For more information, please refer to the [Communities in Bloom Ontario website](#) or the [How to Participate Guide](#).

All participating communities will receive valuable feedback from the judges and a template for continuous improvement. Your community will also be invited to submit for special achievement awards and to apply for grants offered by our sponsors and partners.

Participating in the program has proven, positive benefits that can impact all sectors of your municipality. Taking part in Communities in Bloom encourages and enhances community involvement, helps improve green infrastructure and promotes environmental sustainability.

We believe taking part in Communities in Bloom is one of the best investments you can make in your hometown, but don't just take it from us! Check out the video below to learn how mayors, community leaders and partners have seen direct benefits from participating in Communities in Bloom.

Please don't hesitate to reach out if you have any additional questions using the contact info below. We look forward to seeing your community in bloom — and working together to create a greener, healthier and more beautiful Ontario.

Martin Quinn, Chair
CiB Ontario
Phone: (519) 441-3499
email: info@cibontario.ca
website: <https://cibontario.ca/>



With more than 3,300 professional members, Landscape Ontario is the province's premier horticultural trades association. Our mission is to be the leader in representing, promoting and fostering a favourable climate for the advancement of the horticulture industry in Ontario.

Landscape Ontario Horticultural Trades Association
7856 Fifth Line South, Milton, ON L9T 2X8 Canada
1-800-265-5656 or 905-875-1805

[Unsubscribe](#)

From: Paul Kozak [mailto: [REDACTED]]
Sent: November 29, 2023 11:57 AM
To: info@whitestone.ca
Subject: Webcam at whitestone lake

Hello,
hope you are well.

My in-laws have a cottage on the lake. We've been there since 2019. It's [REDACTED] Whitestone Lake. I reached out on Facebook last year regarding the idea of having a webcam installed at the Municipality office. We used to look at the marina webcam all the time to see the current conditions in Dunchurch. With the new Marina owners it seems like the webcam has been down for a while. I was wondering if maybe it's in your budget to install a webcam at the municipality office and have it broadcast to your website. (maybe footage of the public dock or public boat ramp, or even just the lake). I know I'm not the only one who finds the footage useful. it's also a good way to get traffic on the webpage. Just a thought.

Thanks,
Paul Kozak



**The Corporation of The Township of The Archipelago
Council Meeting**

Agenda Number: 15.4.
Resolution Number 23-191
Title: West Parry Sound Economic Development Collaborative
Date: Friday, November 17, 2023

Moved by: Councillor Emery
Seconded by: Councillor MacLeod

WHEREAS the West Parry Sound Economic Development Collaborative was established in 2017 by the seven West Parry Sound municipalities to drive collaborative economic development in the area; and

WHEREAS since its inception, the West Parry Sound Economic Development Collaborative has been fortunate to have been predominately funded through FedNor's CIINO program;

WHEREAS the funding extended to the Collaborative came to an end in November 2023; and

WHEREAS the seven West Parry Sound Municipalities must now look at ways to grow and become sustainable using a self-funded model; and

WHEREAS it is understood that having all seven municipalities working together is best for the entire area; and

WHEREAS it would be detrimental to the area if this collaborate approach ceased to exist; and

WHEREAS there is a strong need for this type of area collaborative to assist with business attraction and retention, sustainable employment with the attraction of high-skilled labour, environmentally friendly business development, and affordable housing strategies within the West Parry Sound area.

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago hereby supports the continuation of a collaborative approach to economic development in the West Parry Sound area, and the implementation of a Strategic Planning process to establish a long-term vision for the Collaborative.

CARRIED



THE CORPORATION OF THE TOWN OF PARRY SOUND
RESOLUTION IN COUNCIL

NO. 2023 – 177

DIVISION LIST YES NO DATE: November 21, 2023

Councillor	G. ASHFORD	_____	_____
Councillor	J. BELESKEY	_____	_____
Councillor	P. BORNEMAN	_____	_____
Councillor	B. KEITH	_____	_____
Councillor	D. McCANN	_____	_____
Councillor	C. McDONALD	_____	_____
Mayor	J. McGARVEY	_____	_____

Moved BY:
[Signature]

SECONDED BY:
[Signature]

CARRIED: DEFEATED: _____ Postponed to: _____

WHEREAS the Town of Parry Sound has an Economic Development Officer (EDO) and administrative assistant responsible for leading, coordinating and developing activities and initiatives that will attract investment, business opportunities and tourism development to the Town of Parry Sound, including the Parry Sound Area Industrial Park and the Parry Sound Area Municipal Airport, and to develop and lead a business retention and expansion program that will increase employment and business growth; and

WHEREAS the other six municipalities within West Parry Sound do not individually employ an EDO, but rather joined in 2017 with the Town of Parry Sound in establishing the West Parry Sound Economic Development Collaborative (the Collaborative) to drive collaborative economic development in the area; and

WHEREAS since its inception, the Collaborative has been fortunate to have been predominately funded through FedNor's Community Investment Initiative for Northern Ontario (CIINO) program;

WHEREAS the funding extended to the Collaborative came to an end in November 2023; and

WHEREAS the seven West Parry Sound municipalities must now look at ways to grow and become sustainable using a self-funded model; and


WHEREAS it is understood that having all seven municipalities working together is best for the entire area; and

WHEREAS it would be detrimental to the area if this collaborate approach ceased to exist; and

WHEREAS there is a strong need for this type of area collaborative to assist with business attraction and retention, sustainable employment with the attraction of high-skilled labour and environmentally friendly business development, and

WHEREAS the Collaborative has indicated that there are sufficient funds in an amount of approximately \$19,000 available to undertake a Strategic Plan process to determine a long-term vision,

NOW THEREFORE BE IT RESOLVED that Council for the Town of Parry Sound hereby supports the continuation of a collaborative approach to economic development in the West Parry Sound area, and the implementation of a Strategic Planning process to establish a long-term vision for the provision of efficient and effective economic development services, recognizing the Town has an Economic Development office.



Mayor Jamie McGarvey



**The Corporation of The Township of The Archipelago
Council Meeting**

Agenda Number: 15.6.

Resolution Number 23-193

Title: Township of McKellar - Request to be released from the West Parry Sound Recreation and Culture Centre Board and Agreement

Date: Friday, November 17, 2023

Moved by: Councillor Ashley

Seconded by: Councillor Manners

WHEREAS the Council for the Township of McKellar entered into the 'West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement' ("Agreement"), together with five other municipalities on September 10, 2021 (attached); and

WHEREAS Council for the Township of The Archipelago recognizes the benefits that the West Parry Sound Recreation and Cultural Centre will bring to the West Parry Sound area; and

WHEREAS Council for the Township of The Archipelago recognizes the importance of collaborating with all the area municipalities; and

WHEREAS Council for the Township of The Archipelago has been, and remains, fully committed to this project; and

WHEREAS the Township of The Archipelago is a significant contributor to this initiative, with the fewest number of permanent residents; and

WHEREAS Council for the Township of McKellar has passed a resolution seeking release from the West Parry Sound Recreation and Culture Centre Board and its Agreement, in accordance with Section No. 23 of the Agreement.

NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of The Archipelago does not support McKellar's withdrawal from the West Parry Sound Recreation and Culture Centre Board and the Agreement.

FURTHER BE IT RESOLVED that a copy of this resolution be sent to all West Parry Sound municipalities.



9.5.2
G

THE CORPORATION OF THE TOWN OF PARRY SOUND
RESOLUTION IN COUNCIL

NO. 2023 - 175

DIVISION LIST

YES NO

DATE: November 21, 2023

- Councillor **G. ASHFORD**
- Councillor **J. BELESKEY**
- Councillor **P. BORNEMAN**
- Councillor **B. KEITH**
- Councillor **D. McCANN**
- Councillor **C. McDONALD**
- Mayor **J. McGARVEY**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

MOVED BY:



SECONDED BY:




CARRIED: DEFEATED: Postponed to: _____

That Council of the Corporation of the Town of Parry Sound hereby supports attached Motion 2023-10-05 passed on October 10, 2023 by the Near North District School Board which strongly implores the Ministry of Education not to exercise their authority granted by Bill 98 for the closure of rural elementary schools, and

That a study be undertaken to determine which of two rural elementary schools, being either McDougall Public School or Nobel Public School, is the most appropriate to stay open in the West Parry Sound District to serve the area's growing population and alleviate the need to add to the current JK-Grade 12 mega-school construction project; and

That this resolution be forwarded to the Ontario Public School Boards' Association, the Honourable Stephen Lecce Minister of Education, MPP Graydon Smith and West Parry Sound District Municipalities.



Mayor Jamie McGarvey



Motion: 2023-10-05
Date: October 10, 2023

**BOARD OF TRUSTEES
REGULAR MEETING**

Moved by: Trustee Wesley
Seconded by: Trustee Fuscaldo

WHEREAS the Near North District School Board places significant value on its diverse rural communities and their vital role in shaping public education;

AND WHEREAS the Near North District School Board recognizes the immense benefits of providing rural schools that students can easily access by foot or a short bus ride, fostering healthy living and engagement in before and after-school programs;

AND WHEREAS rural elementary schools serve as a hub for educational, cultural, and community activities, fostering a sense of belonging and unity among students, families, and residents;

AND WHEREAS, despite a previously declining enrolment, the Board has demonstrated exceptional operational efficiency and worked closely with the Ministry of Education to maintain the operation of rural elementary schools;

AND WHEREAS it is the responsibility of the Ministry of Education to ensure equal access to quality education for all students, regardless of their geographical location or socio-economic background;

AND WHEREAS Bill 98 outlines the circumstances under which a board may be required to sell, lease, or otherwise dispose of a school site, part of a school site, or school property, granting the Minister various powers in such dispositions, including the authority to create regulations;

AND WHEREAS the Near North District School Board currently possesses vacant space that could potentially lead to the consolidation or closure of rural elementary schools;

AND WHEREAS the Near North District School Board was required to close and integrate two rural elementary schools to secure funding for a new capital school project in the Town of Parry Sound;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Near North District School Board hereby strongly implores the Ministry of Education not to exercise their authority granted by bill 98 for the closure of rural elementary schools;

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to OPSBA Northern Caucus and the Ministry of Education for their consideration.

ACTION: carried

Signed: [Signature]



November 24, 2023

RE: West Parry Sound Recreation and Culture Centre Design

At the Regular Meeting of Council for the Township of Carling held on November 14, 2023
Council passed the following resolution:

23-056.6a

**Moved by Councillor Kelly
Seconded by Councillor Doubrough**

WHEREAS the Council for the Township of Carling remains supportive of the West Parry Sound Area Recreation and Culture Centre;

AND WHEREAS the design for the project has recently been made public by the Board;

AND WHEREAS we have one opportunity to get the design right;

AND WHEREAS the design is critical to the long term sustainability of the facility;

AND WHEREAS Carling is receiving a high number of comments with concerns and suggestions around the design in regards to the viewing areas, storage, and other design elements

NOW THEREFORE BE IT RESOLVED that the Council for the Township of Carling asks the Board to give serious consideration to these suggestions and requests, while being respectful of the capital budget and maximizing operational revenue opportunities.

FURTHER that the Board put a significant focus on communicating the design plans with the public.

Carried

If you require further information, please do not hesitate to contact the undersigned at 705-342-5856 ext. 9181 or mtaylor@carling.ca

Sincerely

Mackenzie Taylor
Deputy Clerk

Dear Mayor Comrie and the Members of the Municipality of Whitestone's Councillors:

On November 21, 2023, there was an excellent presentation by Katrina Krievins, the Aquatic Conservation Programs Coordinator, regarding the Aquatic Environmental Report for 2023.

The deputy Mayor, Joe Lamb questioned why the municipality would continue to spend about \$6500.00 per year to do this lake testing for Wahwashkesh, Whitestone and Lorimer Lakes. He also questioned why only the three lakes were being tested and why they were chosen. These lakes have the highest density in terms of development and usage and are therefore a strong indicator of lake changes due to various stressors.

As Management guru Peter Drucker famously said, "If you can't measure it, you can't manage it." If you don't measure, then how do you know how you are doing? How do you know if you are doing well? Or poorly?

Katrina Krievins, the Aquatic Conservation Programs Coordinator, who made the presentation explained why the testing is important, since if we leave it until the lakes are in very poor quality, it would be too late to remedy the situation. She also explained why Benthic sampling was so important and briefly mentioned some of the stressors on lakes.

The Lorimer Lake Association agrees with Katrina Krievins, that we continue testing Lorimer Lake for one more year to have sufficient data that can be analyzed. Lorimer Lake has only been tested for two years. We also agree that it is important to continue the annual monitoring of the three lakes, to properly assess trends over time, and not get into a situation where we have waited too long to find concerns.

Thank you for your help and support in this matter.

The Lorimer Lake Association

December 1, 2023

SENT ELECTRONICALLY

The Honourable Doug Ford
 Premier of Ontario
 Legislative Building, Room 281
 Queens Park
 Toronto, ON M7A 1A1

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

The Honourable Michael Parsa
 Minister of Children, Community and Social Services
 438 University Avenue, 7th Floor
 Toronto, ON M7A 1N3

Dear Premier Ford, Minister Jones, and Minister Parsa:

RE: Modernizing Alcohol Marketplace and Product Sales

On behalf of the Board of Health for North Bay Parry Sound District Health Unit (Health Unit), please accept this correspondence highlighting our concern about alcohol policy in Ontario and the impact of increased access. At its meeting on November 22, 2023, the Board of Health carried the following resolution #BOH/2023/11/05:

WHEREAS, Alcohol is a well-established risk factor for death, disease (including certain cancers, cardiovascular disease, liver disease), disability, unintentional injury, risky behaviour, social problems, and violence or aggressive behaviour;

WHEREAS, The Health Unit district has significantly higher rates of emergency department visits and hospitalizations due solely to alcohol consumption, compared to Ontario;

WHEREAS, The Health Unit district has significantly higher rates of heavy drinking episodes for persons aged 19 years or older compared to Ontario;

WHEREAS, Increased availability and affordability of alcohol has a particularly negative impact on school-aged Ontarians, for whom the risk of adverse outcomes from drinking is greater than adults. Alcohol is a leading risk factor for worsening academic performance, injury, violence, suicide, and death in youth;

WHEREAS, Within the Health Unit district a majority of high schools (87%) and almost two-thirds of post-secondary institutions (63%) are within a 3km distance of an alcohol retailer;

WHEREAS, When alcohol becomes more available and affordable, there is an associated increase in healthcare costs, lost productivity, criminal justice and other direct costs;

WHEREAS, The 2019 regulatory changes that have led to the relaxation of alcohol control policies have already placed Ontarians at an increased risk of harms and health related outcomes;

THEREFORE BE IT RESOLVED, That the Board of Health endorse the [Letter from the Ontario Public Health Association on Modernizing Alcohol Marketplace and Product Sales](#) to raise awareness about, and work to reduce the impact of increased access to alcohol; and

FURTHERMORE BE IT RESOLVED, That the Board of Health call on the Province of Ontario to implement the following policy measures:

- *Reduce retail density*
- *Maintain or decrease hours of sale, with no exceptions*
- *Strengthen Ontario's alcohol pricing policies including taxation, minimum pricing or other means.*
- *Stop further privatization of alcohol sales*
- *Apply a whole of government, health-in-all-policies approach to alcohol modernization.*

The 2019 regulatory changes that have led to the relaxation of alcohol control policies have already placed Ontarians at an increased risk of harms and health related outcomes and may have contributed to alcohol related emergency room and hospital visits in Ontario. Increased availability and affordability of alcohol has a particularly negative impact on school-aged Ontarians, for whom the risk of adverse outcomes from drinking is greater than adults. As alcohol retail density increases, especially near schools, youth are more likely to adopt or maintain high risk drinking behaviours.

The Board of Health respectfully urges the Provincial Government to implement policy measures that reduce access to alcohol and help to prevent negative health outcomes and healthcare costs associated with alcohol use.

Sincerely,



Rick Champagne
Chairperson, Board of Health



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

Copy to:

Vic Fedeli, MPP, Nipissing
Graydon Smith, MPP, Parry Sound-Muskoka
John Vanthof, MPP, Timiskaming-Cochrane
Ontario Boards of Health
Association of Local Public Health Agencies (alPHA)
Health Unit Member Municipalities

References:

1. Canadian Centre on Substance Use and Addiction. (2023). (rep.). Canada's Guidance on Alcohol and Health: Final Report. Retrieved June 14, 2023, from https://www.ccsa.ca/sites/default/files/2023-01/CCSA_Canadas_Guidance_on_Alcohol_and_Health_Final_Report_en.pdf
2. Public Health Ontario. (2020). Alcohol use snapshot. Public Health Ontario. <https://www.publichealthontario.ca/en/Data-and-Analysis/Substance-Use/Alcohol-Harms>
3. Gohari, M. R., Cook, R. J., Dubin, J. A., & Leatherdale, S. T. (2020). The impact of an alcohol policy change on developmental trajectories of youth alcohol use: Examination of a natural experiment in Canada. *Canadian Journal of Public Health*, 112(2), 210–218. <https://doi.org/10.17269/s41997-020-00366-7>
4. Naimi, T., Stockwell, T., Giesbrecht, N., Wetzlaufer, A., Vallance, K., Farrell-Low, A., Farkouh, E., Ma, J., Priore, B., Vishnevsky, N., Price, T., Asbridge, M., Gagnon, M., Hynes, G., Shelley, J., Sherk, A., Shield, K., Solomon, R., Thomas, G. & Thompson, K. (2023). *Canadian Alcohol Policy Evaluation 3.0: Results from Ontario*. Victoria, BC: Canadian Institute for Substance Use Research, University of Victoria.



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

November 22, 2023

John B. Fior
 Chair, West Parry Sound Economic Development Collaborative
 9 James Street
 Parry Sound, ON P2A 1T4

Delivered via email – jfior@thearchipelago.ca

RE: West Parry Sound Economic Development Collaborative

Dear Mr. Fior,

At the Regular Meeting of Council held on November 21, 2023, the Council of the Corporation of the Township of McKellar carried the following resolution:

BE IT RESOLVED THAT the Council of the Corporation of the Township of McKellar does hereby receive the West Parry Sound Economic Development Collaborative Correspondence; and

FURTHER direct the Clerk to inform the WPSEDC Stakeholder Board that the Township of McKellar wishes to withdraw from the West Parry Sound Economic Development Collaborative.

Carried

Regards,

Karlee Britton
 Deputy Clerk
 Township of McKellar
deputyclerk@mckellar.ca
 (705) 389-2842 x5

cc: Clayton Harris, Vice-Chair WPSEDC



**The Corporation of
the Township of Seguin**

Moved by GG Greg Getty

Seconded by KA Ken Adams Date December 4th, 2023

WHEREAS the West Parry Sound Economic Development Collaborative was established in 2017 by the seven West Parry Sound municipalities to drive collaborative economic development in the area;

AND WHEREAS since its inception, the West Parry Sound Economic Development Collaborative has been fortunate to have been predominately funded through FedNor's CIINO program;

AND WHEREAS the funding extended to the Collaborative came to an end in November 2023;

NOW THEREFORE BE IT RESOLVED that due to the end of the FedNor funding, Council of the Corporation of the Township of Seguin does hereby discontinue its involvement in the West Parry Sound Economic Development Collaborative.

<u>DIVISION LIST</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
----------------------	------------	------------	---------------	----------------

Adams	___	___	___	___
-------	-----	-----	-----	-----

CARRIED CHM

Buszynski	___	___	___	___
-----------	-----	-----	-----	-----

DEFEATED ___

Collins	___	___	___	___
---------	-----	-----	-----	-----

Fellner	___	___	___	___
---------	-----	-----	-----	-----

Finnson	___	___	___	___
---------	-----	-----	-----	-----

Getty	___	___	___	___
-------	-----	-----	-----	-----

MacDiarmid	___	___	___	___
------------	-----	-----	-----	-----