

# CORPORATION OF THE TOWNSHIP OF MCKELLAR

June 4, 2024 – 6:30 p.m.

## AGENDA

**Topic: Regular Meeting of Council**

**Time: June, 2024 6:30 P.M.**

**[Closed Session beginning at 5:30 p.m.]**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/82307378437>

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24- 1<sup>st</sup> Resolution  
2024-48 1<sup>st</sup> By-law

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
4. **ADOPTION OF AGENDA**
5. **CLOSED SESSION**
  - 5.1 Minutes of Closed Session – May 21, 2024
  - 5.2 Personal matters about an identifiable individual; pursuant to Ontario Municipal Act Section 239(2)(b) – Appointments to the Fire Department & Staffing
  - 5.3 Litigation or potential litigation; pursuant to Ontario Municipal Act Section 239(2)(e) – Appeal with the Ontario Land Tribunal
  - 5.4 Information supplied in confidence by a third party; pursuant to Ontario Municipal Act, Section 239(2)(i) – Technical information regarding Pending Construction
6. **CALL TO ORDER**
7. **RESPECT AND ACKNOWLEDGMENT DECLARATION**

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

- 8. ROLL CALL - REGULAR SESSION 6:30pm (Public can join via Zoom)**
- 9. DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**
- 10. PUBLIC MEETING**
  - 10.1 Consider Application for a Zoning By-law Amendment - EDC Custom Contracting (193 & 195 Manitou Drive)
- 11. DELEGATIONS AND PRESENTATIONS**
  - 11.1 Lake Stewardship & Environmental Committee, New Flyer for Recycling Education
- 12. COMMITTEE OF THE WHOLE**
- 13. MOTION TO REVIEW A PREVIOUS MOTION**
- 14. ADOPTION OF MINUTES OF PREVIOUS MEETING(S)**
  - 14.1 April 23, 2024 Special Meeting of Council and May 21, 2024 Regular Meeting of Council
- 15. PLANNING MATTERS**
  - 15.1 Consent Application No. B03/2024 (Shandling)
    - (i) Memo to Planning Board Members dated May 23, 2024
    - (ii) Decision Letter dated May 27, 2024
  - 15.2 Variance Application to By-law 2004-17 (Sign By-law)
- 16. COMMITTEE/BOARD MINUTES WITH RECOMMENDATIONS FOR APPROVAL**
  - 16.1 District of Parry Sound West (Belvedere Heights) Board of Management Minutes of the April 24, 2024 Meeting
  - 16.2 Parry Sound Area Planning Board Minutes of the April 22, 2024 Meeting
  - 16.3 McKellar Public Library Board Minutes of the April 29, 2024 Meeting
- 17. STAFF REPORTS WITH RECOMMENDATIONS FOR APPROVAL**
  - 17.1 RFP 2024-10 Exterior Painting & Caulking of Station No. 2 Opening Results
- 18. MAYOR'S REPORT**
- 19. CORRESPONDENCE FOR CONSIDERATION**
  - 19.1 Letter from Georgian Bay Biosphere, dated May 10, 2024
  - 19.2 MPAC's Data Sharing Services Agreement

**20. MOTION AND NOTICE OF MOTION**

- 20.1 Endorsement of Up to 24 Long Term Care Beds for Belvedere Heights
- 20.2 HR Covered Inc. Service Agreement

**21. BY-LAWS**

- 21.1 By-law 2024-48 Being a By-law to Appoint a Deputy Fire Chief
- 21.2 By-law 2024-49 Being a By-law to Amend the Zoning By-law (EDC Custom Contracting 193 & 195 Manitou Drive)
- 21.3 By-law 2024-38 Being a By-law to Prescribe Times for Setting Fires and Precautions / Restrictions for Burning and to Repeal By-law No. 2019-24, as amended
- 21.4 By-law 2024-43 Being a By-law to Adopt the Township's Community Risk Assessment (Third Reading)
- 21.5 By-law 2024-44 Being a By-law to Adopt the Estimates of All Sums Required During the Year 2024 (Yearly Budget) (Third Reading)
- 21.6 By-law 2024-26 Being a By-law to Enter into a Purchase and Sale Agreement with Cogeco Connexion Inc. for the Purchase of The Communication Tower Identified as the "McKellar Site", Located at 3 Sharon Park Drive, McKellar, ON P0G 1C0
- 21.7 By-law 2024-50 Being a By-law to Provide for the Adoption of Tax Rates and to further Provide for Penalty and Interest in Default of Payment thereof for the Year 2024

**22. UNFINISHED BUSINESS**

- 22.1 Unfinished Business as of June 4, 2024

**23. NEW BUSINESS**

**24. PUBLIC NOTICES, ANNOUNCEMENTS, INQUIRIES AND REPORTS BY COUNCIL MEMBERS**

**25. CONSENT AGENDA – CORRESPONDENCE**

- 25.1 AMO Watchfiles – May 16, 2024 & May 23, 2024
- 25.2 Township of Larder Lake, Exotic Wild Animals
- 25.3 Ontario Land Tribunal Notice for Appeal Withdrawn Case No. OLT-23-001175
- 25.4 AMCTO Advocacy Update – Bill 194, Cyber Security and Building Trust in the Public Sector

**26. QUESTION/COMMENT PERIOD (RELATED TO ITEMS ON AGENDA)**

**27. CONFIRMING BY-LAW**

- 27.1 By-law 2024-51 - Confirming the Proceedings of Council

**28. ADJOURNMENT**

## **Instructions for Joining the Council Meeting**

1. Please try to sign in between 6:20 p.m. to 6:30 p.m. if possible; you are still welcome to sign in after 6:30 p.m. if necessary.
2. Please wait to be let in the 'meeting room'; this won't take long.
3. Please have your mic and video on mute unless you are speaking; this ensures there are no distractions or background noise to disrupt the meeting.
4. When you sign in, please sign in with your full name (first and last), not a company name.
5. A question-and-answer opportunity will be available at the end of the meeting, as per normal protocol, or during the Public Meeting.
6. If you have permission to speak please identify yourself (first and last name).
7. Please respect meeting protocol and do not interrupt the meeting. The Municipality reserves the right to remove attendees who are disruptive or disrespect meeting protocol.



# MEMO

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Date: April 11, 2024  
 To: Ms. Ina Watkinson, Clerk/Administrator, Corporation of the Township of McKellar  
 From: Rebecca Elphick, Planner  
 CC: Ms. Karlee Britton, Deputy Clerk/Planning Assistant, Corporation of the Township of McKellar  
 Subject: Application for Zoning By-law Amendment – 193 & 195 Manitou Drive  
 JLR No.: 31960-000

**PROPERTY DESCRIPTION** The property is legally described as PCL 15399 SEC SS; PT LT A CON 8 MCKELLAR PT 11 PSR1475 (195 Manitou Drive) and PCL 16022 SEC SS; PT LT A CON 8 MCKELLAR PT 10 PSR1475 (193 Manitou Drive). The subject lands each have an area of approximately 0.2 hectares and frontage of approximately 30 metres along the shoreline of Lake Manitouwabing.

**APPLICATION** The applicant has requested a Zoning By-law Amendment to rezone the subject property to a special provision of the Waterfront Development 2 (WF2) Zone to recognize a reduced minimum lot area of 0.2 ha where 1.0 ha is the minimum lot area required by the WF2 Zone. The By-law Amendment is required as a condition of Consent Application B10/2024.

**RECOMMENDATION** The application is consistent with the Provincial Policy Statement and conforms to the Township's Official Plan. As such, the application is recommended for approval.

## BACKGROUND

Pursuant to Section 34 of the Planning Act, a zoning by-law amendment is being sought to re-zone the subject lands to a special provision of the Waterfront Development 2 (WF2) Zone to fulfill a condition of approval of Consent Application B10/2024.

The subject lands are two lots provisionally approved by the Parry Sound Area Planning Board (Consent Application /B10/2024). The land division was initially proposed through Application B47/2021 which was provisionally approved by the Planning Board on January 24, 2022. However, the applicant did not fulfill all conditions of the provisional approval and the consent lapsed, requiring the applicant to submit a new application to sever the land. Consent Application B4/2021 closely mirrors the lot addition proposed by Consent Application B10/2024, though a lesser area was proposed to be added to the adjacent property through the more recent application.

The subject lands are located on the north side of Manitou Drive, a municipally owned road with year-round access. Each lot has an area of approximately 0.2 ha with frontage of approximately 30 m along the shoreline of Manitouwabing Lake. The retained lot contains a single detached dwelling, two frame sheds, and a detached garage, and the benefitting lot contains a single detached dwelling, sleeping cabin, and detached garage. The purpose of the lot addition was to rectify an encroachment of the detached garage over the property line between 193 & 195 Manitou Drive. Through Application B10/2024, approximately 0.015 ha (150 m<sup>2</sup>) was severed from the property located at 193 Manitou Drive and added to the property located at 195 Manitou Drive (see Figure 1).

The subject lands are designated Waterfront within the Township's Official Plan and are zoned Waterfront Development 2 (WF2) in the Township's Zoning By-law.

Adjacent lands to the east and west are similarly developed with low density seasonal residential uses along the shoreline of Manitowabing Lake. Lands to the south, beyond Manitou Drive, are vacant.

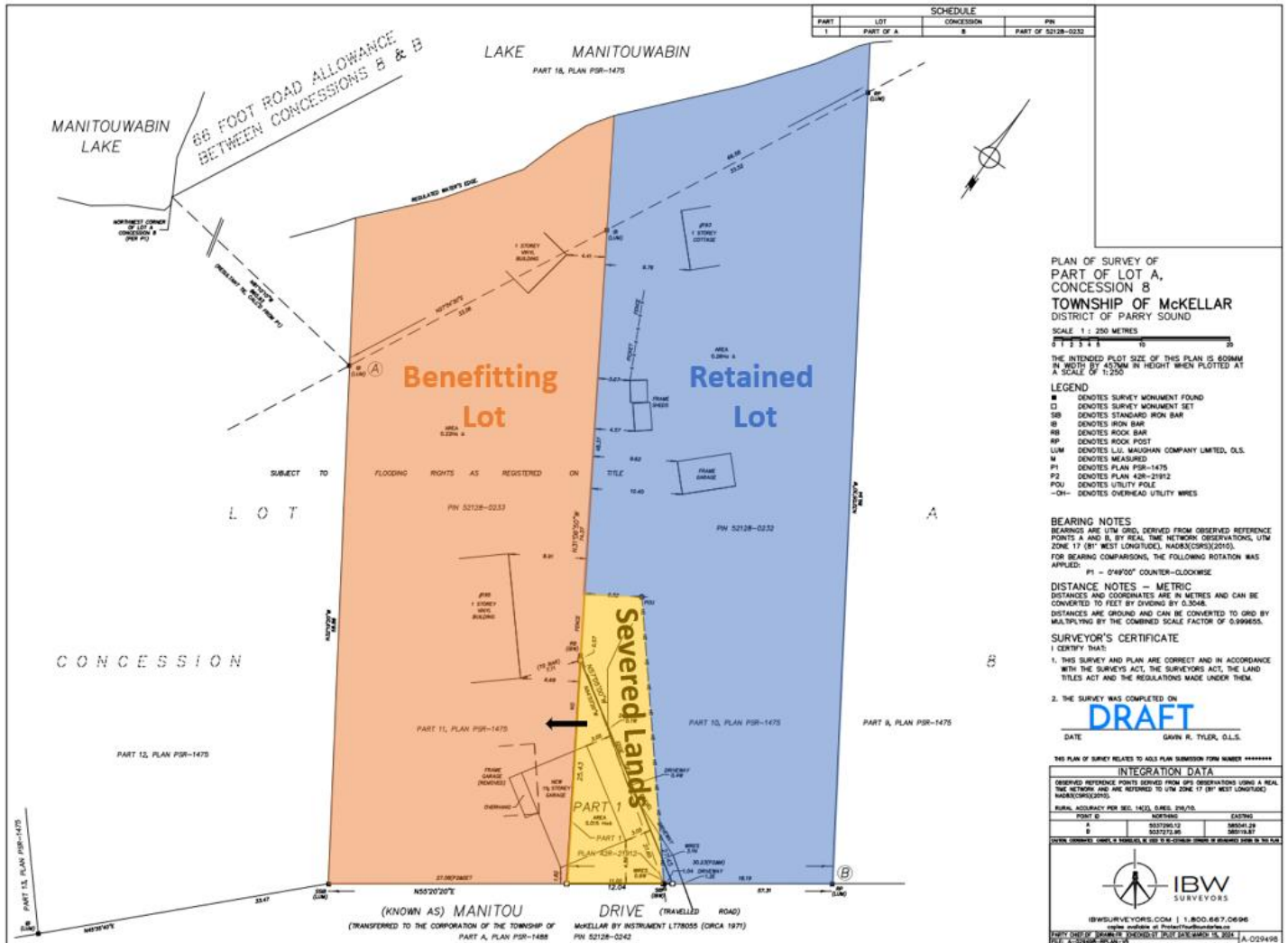


Figure 1 Lot addition proposed through Consent Application B10/2024

**ANALYSIS**

**Provincial Policy Statement (PPS), 2020**

The Provincial Policy Statement (PPS) is issued under Section 3 of the Planning Act and is intended to provide policy direction on matters of provincial interest related to land use planning and development. The PPS provides for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. The Planning Act requires that municipal decisions in respect to the exercise of any authority that affects a planning matter "shall be consistent" with the PPS.

On rural lands located in municipalities, the PPS permits the management or use of resources, resource-based recreational uses, including recreational dwellings, residential development, including lot creation, that is locally

appropriate, as well as agricultural uses, home occupations, cemeteries and other rural land uses. The PPS further details that development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted. Development on rural lands in municipalities shall be appropriate to the infrastructure which is planned and available and avoid the need for the unjustified and/or uneconomical expansion of this infrastructure.

Both the retained and benefitting lots are used for seasonal residential use, as permitted on rural lands. Both lots have frontage along Manitou Drive, a public road with year-round maintenance and are appropriate to the existing infrastructure which is available.

With respect to servicing, the PPS states that municipal sewage and water services are the preferred form of servicing, but where municipal services are not available, planned, or feasible, individual on-site sewage and water services may be used provided that site conditions are suitable for the long-term provision of such services with no negative impacts. Each lot is serviced by an individual on-site sewage system, with water supply from Manitouwabing Lake. Given that no new buildings or structures are proposed, the existing sewage systems can be considered to be appropriate.

Based on our review, the application is consistent with the relevant policies of the 2020 PPS.

#### **Official Plan of the Township of McKellar (2018)**

The subject lands are designated Waterfront on Schedule A of the Township's Official Plan. Permitted uses in the Waterfront designation include a single detached residential dwelling as per lot of record, as well as general commercial and tourist commercial uses which are existing, home occupation uses, public uses, institutional uses, agricultural uses, and industrial uses which are existing. Both lots are currently developed with a single detached dwelling and accessory uses, as permitted in the Waterfront designation.

With respect to servicing, Section 6.12 of the Township's Official Plan specifies that all development in the Municipality is to be on individual private septic systems, provided that site conditions are suitable for the long-term provision of such services with no negative impacts. Where lots are privately serviced, Section 6.13 of the Township's Official Plan recommends that lots be developed at an overall density greater than one hectare per lot with no individual lot smaller than 0.8 ha. Notwithstanding this standard, the planning authority may consider smaller lot standards where an infilling lot would be deemed to be appropriate.

The resulting lot configuration following the land division proposed through Application B10/2024 does not differ greatly from the original lot configuration, as only 150 m<sup>2</sup> were severed from the property located at 193 Manitou Drive to add to the property located at 195 Manitou Drive to rectify the encroachment of the detached garage over the property line. Moreover, the lot area of the severed and retained lots are consistent with those of neighbouring lots along the shoreline of Manitouwabing Lake to the east and west.

Based on our review, the application conforms with the relevant provisions of the Township's Official Plan.

#### **Zoning By-law for the Township of McKellar**

The subject lands are currently zoned 'Waterfront Residential (WF2)' per the Township of McKellar's Zoning By-law. Permitted uses in this zone are limited to a single detached dwelling, including a home occupation, a mobile home, and one storage building.

The zone requirements for the 'Waterfront Residential (WF2)' zone are as follows:

Provision	Required	Retained Lot			Benefitting Lot			Compliance
		Seasonal Dwelling	Frame Sheds	Detached Garage	Seasonal Dwelling	Detached Garage	Sleeping Cabin	
Min. Lot Frontage	90 m	30 m			30 m			No
Min. Lot Area	1 ha	0.26 ha			0.23 ha			No
Min. Lot Depth	60 m	87 m			76 m			Yes
Max. Lot Coverage	15%	11%			4%			Yes
Min. Front Yard	10 m	13 m	30 m	40 m	45 m	75 m	9.5 m	No
Min. Interior Side Yard	5 m	9.7 m	3.7 m	9.6 m	6.7 m	3.0 m	4.5 m	No
Min. Rear Yard	7.5 m	73 m	54 m	47 m	23 m	1.8 m	70 m	No
Min. Building Area – Dwelling (Ground Floor)	60 m <sup>2</sup>	85 m <sup>2</sup>	N/A	N/A	175 m <sup>2</sup>	N/A	N/A	Yes
Max. Building Height	10 m	< 10 m	< 10 m	< 10 m	< 10 m	< 10 m	< 10 m	Yes

The retained lot is proposed to be re-zoned to a special provision of the Waterfront Development 2 Zone to recognize a reduced minimum lot area of 0.2 ha, a reduced minimum lot frontage of 30 m, and to recognize the deficient minimum required interior side yard based on the existing location of the frame sheds. The benefitting lot is proposed to be rezoned to a special provision of the Waterfront Development 2 Zone to recognize a reduced lot area of 0.2 ha, a reduced minimum lot frontage of 30 m, and to recognize deficiencies in the minimum required front yard, interior side yard, and rear yard based on the existing locations of the detached garage and sleeping cabin.

It should be noted that although the lot area was reduced by Consent Application B10/2024, the lot frontage of 30 m for each of the retained and benefitting lots existed prior to the lot addition and remains unchanged. Furthermore, the lot addition proposed by Consent Application B10/2024 can be considered a lot line adjustment, with only 150 m<sup>2</sup> severed from the retained parcel to add to the benefitting lot. The resulting lot configuration, in terms of lot area and frontage, closely mirrors that of the surrounding area and of the conditions prior to the lot addition.

With respect to the deficiencies in front yard, interior side yard, and rear yard, these remain unchanged by the lot addition, with the exception of the interior side yard of the benefitting lot where the detached garage is located only 1.8 m from the new lot line proposed by Application B10/2024. Where the required yards are deficient, the buildings and structures are small, accessory buildings where lesser setbacks can be considered appropriate. In all cases, a setback greater than 0 m exists to maintain adequate separation between the building and the adjacent property.

Based on our review, it is our opinion that the proposed amendment maintains the general intent and purpose of the Zoning By-law.

**RECOMMENDATION**

The application to amend the zoning of the the retained and benefitting lots from Consent Application B10/2024 to recognize a reduced lot area, reduced lot frontage, and deficient front yard, interior side yard, and rear yard is consistent with the 2020 Provincial Policy Statement, conforms to the Township of McKellar's Official Plan, and maintains the general intent and purpose of the Township of McKellar's Zoning By-law. The application is therefore recommended for approval.

Should you have any questions regarding the above, or if additional information is required, please contact the undersigned.

J.L. RICHARDS & ASSOCIATES LIMITED

Prepared by:



Rebecca Elphick, MPL  
Planner

Reviewed by:



David Welwood, MES, RPP, MCIP  
Senior Planner

RE:dw



# Township of McKellar

701 Hwy 124, P.O. Box 69, McKellar, ON P0G 1C0

Phone: 705-389-2842

Fax: 705-389-1244

### Request for Delegation/Deputation before Council

Pursuant to By-law No. 2019-25 as amended, any person wishing to make a deputation before Council shall submit a request in writing to the Clerk no later than 1:00 p.m. on the Tuesday prior to the meeting at which they wish to be heard. The written request shall be a detailed written submission which clearly outlines the matter that the deputation wishes to present to Council including the nature of the business to be discussed and the person(s) named to make the deputation. The detailed written submission, together within this form, shall be circulated with the Council agenda. Please note that Deputations are limited to 10 minutes in length.

PLEASE PRINT CLEARLY

Name of Person to Appear: Jennifer Ghent-Fuller

Address: [REDACTED]

Phone: Home: \_\_\_\_\_ Business: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of Group or Person(s) being represented (if applicable): Lake Stewardship and Environmental Cttee

Meeting date requested to appear before Council: May 21 2024 (Changed to June 4th - KB)

Subject Matter of Deputation: New Flyer for Recycling Education (attached)

Our subcommittee has researched which items are acceptable by Waste Connections and has

devised an educational pamphlet. It will be complete with the addition of a QR code for the Township

Website page on Recycling.

Detailed written submission must be attached or submitted to the Clerk by 1:00 p.m. the Wednesday prior to the Council meeting.

Signature: Jennifer Ghent-Fuller Date: May 15, 2024

## SCHEDULE "E"

**Reminder:** A signed detailed written submission must be provided to the Clerk's Office by 1:00 on the Tuesday prior to the meeting. Failure to provide a signed detailed written submission by the Tuesday prior to the Council meeting will result in the deputation not being placed on the Council's agenda.

Decorum dictates respect for all opinions and individuals are reminded there is zero tolerance for coarse language and inappropriate behaviour. By submitting this Form you have indicated agreement with this requirement.

Personal Information on this form is collected under the legal authority of the Municipal Act, S.O. 2001, c25 as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act.

Correspondence to Council and Committee meeting agenda, minutes and correspondence are public documents and are published on the Township of McKellar website. When corresponding with the Township of McKellar, please be aware that personal correspondence or delegation materials (together with names, addresses, email addresses and phone numbers) may be included on the Council or Committee meeting agenda and subsequently appear on the corporate website.

If you feel there is a compelling reason that your correspondence to Council should not be included on the agenda and released to the public, please notify the Clerk's office.



## Paper/Fibres

- ✓ Newspapers    Magazines
- ✓ Catalogues    Cardboard
- ✓ Household and other printed paper



Paper must be clean and dry

No food residue

- ✗ No containers that contain layers of foil or plastic
- ✗ No waxed or plasticized paper containers

Adding items to the recycling bins at the McKellar Township Transfer Station that are not accepted will cause the recycling company to deem the bin contaminated and reject it. Rejected bins go to a landfill and the Township is assessed a financial penalty which is a waste of your taxpayer dollars.

Other municipalities might accept a greater variety of items, but some of those items are not acceptable for recycling in McKellar. For example, styrofoam *cannot* be recycled in McKellar. We must only deposit items our recycler will accept.

What you can recycle in McKellar may be different than what you are used to. Take a moment to familiarize yourself with items that are accepted and not accepted.

If we all do our part, containers and other materials can be recycled and used as raw materials to manufacture new items.

Please ensure any container being deposited for recycling is cleaned.

To learn more, scan the QR code below with your phone or visit the website.



Web address

# HOW TO RECYCLE IN McKELLAR TOWNSHIP



**Do your part for your township and the environment**





# McKellar transfer station plastic/metal compactor guide

The accepted items must be clean and emptied loose into the compactor. Please do not put bagged items in the compactor. Look for the plastic symbol to help identify the item ♻️. Not accepted items 🚫 should be re-used, if possible, if not put them in garbage.

## Accepted Plastics Glass

Polyethylene Terephthalate – PET  
Plastic bottles, clear fruit containers



## Not accepted – Plastics

Polyvinyl Chloride - PVC  
Pipes and toys



## Accepted Metals

Aluminum cans, pans, plates and foil



High Density Polyethylene – HDPE  
Detergents, cleaning and hair care bottles



Low Density Polyethylene - LDPE  
Plastic bags. Grocery and garbage bags and any plastic film



Steel/tin cans. Labels can be left on.



Polypropylene – PP  
Tubs and containers



Polystyrene – PS or Styrofoam  
Cups, food and yogurt containers or anything styrofoam



## Not accepted metals

Bottles and jars. Labels can be left on



Aerosol cans



## Not accepted glass items

Drinking glasses, dishes and cookware, mirrors, ceramic and light bulbs



Other Plastics  
Water fountain bottles, sunglasses, baby bottles, DVDs



Paint cans



	<p>April 3 - Rick and Jennifer have been working on a mock up of a brochure for recycling          Note – Non-Eligible sources is not the same as contaminated recycling materials!          The sign for the bins remains to be completed.</p> <p><b>Resolution 2024 #1</b>  <b>Moved (Tony) Seconded: (Ross) We approve printing 2500 copies of the Pamphlet on Recycling in McKellar Township at a cost of no more than \$1500.00 and to deliver it to the Township office for distribution to McKellar Township residents.</b>  <b>Approved: Yes Amendments:</b></p> <p>March 7th The Recycling Choices Subcommittee met on Feb 22, 2024, and Deputy Clerk, Karlee Britton and Councillor Mike Kekkonen was invited to attend. Summary of the meeting was sent out.</p> <p>Jan 11<sup>th</sup> - In our research for the recycling subcommittee, we discovered that the province is moving forward with a shift to manufacturer-funded recycling and all municipalities have been given a date to shift to the new recycling program. The date for McKellar Township is July 1, 2024. The recycling subcommittee addressed some questions to the Township staff. During the interaction at that time and at the Council meeting, we have been asked to help the Township design educational materials for the new recycling program. I see this as an excellent opportunity to work cooperatively with the staff and Council and create a big win for McKellar.</p> <p>The operations agreement and the blue box transition will be presented to Council on Jan 23. There were suggestions that we could possibly hand out flyers at the transfer station, perhaps have an educational meeting and demonstration – what items get rejected          Also there is a new style tag for the transfer station which will be sent out with the tax bill.</p> <p><b>Earth Day / <u>Clean Up Our Lakes</u> / Recycling</b></p> <p>May 9 - The new sign for Clean up our Lakes will be ready for May 16<sup>th</sup>. This is a campaign shared with MLCA and LSEC on behalf of the Township.</p>
<p>4.7</p>	<p><b>Fishing / Wildlife –</b>  <b>May 9 – We will gather information this summer about where the turtle crossings are</b>  <b>Ross will contact GBB for information concerning the attendees of the turtle nest protector workshop to see if they can be contacted to participate</b>  <b>Road signs are available from Adopt-a-Pond at the Toronto zoo. We have a volunteer with extensive construction experience who has offered to put in the posts at the roadside when we are ready</b>          May 1 2024          – The workshop to build Turtle Box Nest Protectors on April 27th had 18 groups with a total of 31 people – a cooperative effort of McKellar Township Library, LSEC, MLCA, GBB, and Home Depot          Road signs signalling a turtle crossing (file attached)          Peter and Patty Duffey are set to go for the Loon Counts for the long weekends this summer.          The Lead Weight Subcommittee will meet soon. Anyone want to join Tony and Jennifer?</p>
<p>4.8</p>	<p><b>Fish Catch reporting signs for Armstrong Lake</b> - are up at Armstrong Lake beach.  <b>June 1 2023</b> – sign is well back from the portable outhouse and visible.</p>



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**April 23, 2024**

Mayor Moore called the meeting to order at 9:33 a.m.

**ROLL CALL**

Mayor Moore took Roll Call.

- Present:** Mayor David Moore  
Councillors Mike Kekkonen, Nick Ryeland, Debbie Zulak
- Regrets:** Councillor Morley Haskim
- Staff:** Deputy Clerk/Planning Assistant, Karlee Britton

**DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**

There were no conflicts of interest declared.

**Moved by: Councillor Zulak**  
**Seconded by: Councillor Kekkonen**

**24-243 BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Agenda for this Special Closed Meeting of Council, as presented.

**Carried**

**Moved by: Councillor Ryeland**  
**Seconded by: Councillor Kekkonen**

**24-244 BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar, pursuant to the Municipal Act, S.O. 2001, as amended, move into closed session at 9:46 a.m. to discuss the following items;

- 5.1 Personal matters about an identifiable individual, including Municipal or local board employees, pursuant to Ontario Municipal Act, Section 239(2)(b) – Custodial/Property Maintenance Position Interviews
- 5.2 Information supplied in confidence by a third party; pursuant to Section 239(2)(i) – Technical information regarding Pending Construction

**Carried**

**Moved by: Councillor Kekkonen**  
**Seconded by: Councillor Zulak**

**24-245 BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby recess for a lunch break at 12:14 p.m. and return at 1:00 p.m.

**Carried**

Councillor Haskim entered the meeting at 1:00 p.m.

**Moved by: Councillor Zulak**  
**Seconded by: Councillor Kekkonen**

**24-246 BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby reconvene into open session of Council at 4:37 p.m.

**Carried**

**RESPECT AND ACKNOWLEDGEMENT DECLARATION**

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**April 23, 2024**

years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

**Moved by: Councillor Ryeland**

**Seconded by: Councillor Zulak**

**24-247** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby accept the reports, recommendations and directions arising from the closed session held April 23, 2024.

**Carried**

**Moved by: Councillor Kekkonen**

**Seconded by: Councillor Zulak**

**24-248** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-32, being a by-law to confirm the proceedings of Council, a First and Second reading;

**And further Read a Third time and Passed** in Open Council this 23<sup>rd</sup> day of April, 2024.

**Carried**

**Moved by: Councillor Zulak**

**Seconded by: Councillor Ryeland**

**24-249** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar adjourn this meeting at 4:38 p.m. to meet again on May 7, 2024; or at the call of the Mayor.

**Carried**

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David Moore, Mayor

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Karlee Britton, Deputy Clerk



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**May 21, 2024**

Mayor Moore called the meeting to order at 4:01 p.m.

**ROLL CALL**

Mayor Moore took Roll Call.

**Present:** Mayor David Moore  
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak  
**Staff:** Acting Clerk/Administrator, Karlee Britton

**DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF**

There were no conflicts of interest declared.

**Moved by: Councillor Zulak**  
**Seconded by: Councillor Kekkonen**

**24-306** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Agenda for this Regular Meeting of Council, as amended to move Items 21.1 and 17.1 to precede Item 14.1; and

**FURTHER** add Item 23.1 Centre Road Project Approval under New Business.

**Carried**

**Moved by: Councillor Haskim**  
**Seconded by: Councillor Kekkonen**

**24-307** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar, pursuant to the Municipal Act, S.O. 2001, as amended, move into closed session at 4:03 p.m. to discuss the following items;

- 5.1 Minutes of Closed Session – April 30, 2024, May 1, 2024, May 7, 2024 & May 10, 2024
- 5.2 Personal matters about an identifiable individual, including Municipal or local board employees, pursuant to Ontario Municipal Act, Section 239(2)(b) – Staffing and Committee Resignation
- 5.3 Information supplied in confidence by a third party; pursuant to Ontario Municipal Act, Section 239(2)(i) – Technical information regarding Pending Construction

**Carried**

Treasurer, Roshan Kantiya entered the meeting at 4:36 p.m. and left the meeting at 6:09 p.m.

**Moved by: Councillor Zulak**  
**Seconded by: Councillor Kekkonen**

**24-308** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby reconvene into open session of Council at 6:31 p.m.

**Carried**

Mayor Moore called the meeting to order at 6:31 p.m.

**ROLL CALL**

Mayor Moore took Roll Call.



## CORPORATION OF THE TOWNSHIP OF MCKELLAR

Council Meeting Minutes

May 21, 2024

**Present:** Mayor David Moore  
Councillors Morley Haskim, Mike Kekkonen, Nick Ryeland, Debbie Zulak

**Staff:** Acting Clerk/Administrator, Karlee Britton  
Fire Chief, Robert Morrison *for his respective item on the agenda*

### RESPECT AND ACKNOWLEDGEMENT DECLARATION

In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years. To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.

### DECLARATIONS OF PECUNIARY AND/OR PERSONAL INTEREST AND GENERAL NATURE THEREOF

There were no conflicts of interest declared.

**Moved by: Councillor Zulak**  
**Seconded by: Councillor Haskim**

**24-309** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby accept the reports, recommendations and directions arising from the closed session held May 21, 2024.

**Carried**

**Moved by: Councillor Kekkonen**  
**Seconded by: Councillor Zulak**

**24-310** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-43, Being a By-law to Adopt the Township's Community Risk Assessment, a First and Second reading; and

**Further** to be read a third time at the June 4, 2024 Regular Meeting of Council.

**Carried**

**Moved by: Councillor Haskim**  
**Seconded by: Councillor Ryeland**

**24-311** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive Report FD-2024-09 292 McKellar Ferguson Boundary Road from Clerk Administrator, Ina Watkinson, for information purposes; and

**FURTHER** direct staff to obtain legal advice to resolve the civic address concerns from Mr. Mallory.

**Carried**

Fire Chief, Robert Morrison left the meeting.

**Moved by: Councillor Zulak**  
**Seconded by: Councillor Kekkonen**

**24-312** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby approve the Minutes of the Special Meetings of Council on April 30, 2024 and May 10, 2024; the Emergency Meeting of Council on May 1, 2024 and the Regular Meeting of Council on May 7, 2024, as circulated.

**Carried**





**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**May 21, 2024**

**Moved by: Councillor Kekkonen**

**Seconded by: Councillor Zulak**

**24-313** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the Accounts Payable Preliminary Cheque Run Report for April 2024 from Treasurer, Roshan Kantiya, for information purposes.

**Carried**

**Moved by: Councillor Ryeland**

**Seconded by: Councillor Haskim**

**24-314** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby support Hastings County motion regarding sustainable infrastructure funding for small rural municipalities; and

**FURTHER THAT** this support resolution be forwarded to The Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; Michel Tremblay Acting President and CEO, Canada Mortgage and Housing Corporation; The Honourable Doug Ford, Premier of Ontario; The Honourable Kinga Surma, Ontario Minister of Infrastructure; The Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; MP Scott Aitchison; MPP Graydon Smith, AMO, ROMA, FCM and the Eastern Ontario Wardens' Caucus.

**Carried**

**Moved by: Councillor Kekkonen**

**Seconded by: Councillor Zulak**

**24-315** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the 2024 Municipal contributions request from the Parry Sound Area Community Business & Development Centre; and

**FURTHER THAT** the Township make a contribution of \$500.00.

**Carried**

**Moved by: Councillor Haskim**

**Seconded by: Councillor Ryeland**

**24-316** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the draft letter to the Ministry of Transportation supporting the application for a Community Safety Zone within the Village of McKellar; and

**FURTHER THAT** the letter be signed and sent to the Ministry of Transportation to include with the application for a Community Safety Zone.

**Carried**

**Moved by: Councillor Ryeland**

**Seconded by: Councillor Haskim**

**24-317** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-44, Being a By-law to Adopt the Estimates of All Sums Required During the Year 2024 (Yearly Budget), a First and Second reading;

**And further to be Read a Third time at the June 4, 2024 Regular Meeting of Council.**

**Carried**



**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**May 21, 2024**

**Moved by: Councillor Zulak**

**Seconded by: Councillor Kekkonen**

**24-318**     **WHEREAS** Council is considering applying for a debenture of \$1,000,000.00 to fund the preparation and paving of Centre Road; and

**WHEREAS** Infrastructure Ontario would like to confirm that the project will be going ahead as the debenture is being applied for prior to completing construction of the project; and

**WHEREAS** Council intends to give By-law 2024-44 Being a By-law to Adopt the Estimates of All Sums Required During the Year 2024 (Yearly Budget) a third reading on June 4, 2024; and

**WHEREAS** the 2024 budget includes road construction projects for both Centre Road and Hurdville Road; and

**BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby confirm the road construction projects have been approved by Council.

**Carried**

**Moved by: Councillor Ryeland**

**Seconded by: Councillor Haskim**

**24-319**     **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby retain Thomas Stoneman as Project Administrator (within the Public Works Department) and By-law Enforcement Officer effective May 13, 2024, to September 30, 2024, for various projects slated for 2024, with the latter role to be continued beyond the stipulated end date.

**Carried**

**Moved by: Councillor Haskim**

**Seconded by: Councillor Ryeland**

**24-320**     **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-45, being a By-law to Appoint an Acting Deputy Clerk, a First and Second reading;

**And further Read a Third time and Passed** in Open Council this 21<sup>st</sup> day of May, 2024.

**Carried**

**Moved by: Councillor Zulak**

**Seconded by: Councillor Kekkonen**

**24-321**     **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-45, being a By-law to Appoint an Acting Deputy Clerk, a First and Second reading;

**And further Read a Third time and Passed** in Open Council this 21<sup>st</sup> day of May, 2024.

**Carried**

**Moved by: Councillor Haskim**

**Seconded by: Councillor Ryeland**

**24-322**     **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby receive the consent agenda for correspondence.

**Carried**





**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**Council Meeting Minutes**

**May 21, 2024**

**QUESTION/COMMENT PERIOD (RELATED TO ITEMS ON THE AGENDA)**

There were no questions from the in-person audience or via Zoom.

**Moved by: Councillor Kekkonen**

**Seconded by: Councillor Zulak**

**24-323** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar does hereby give By-law No. 2024-46, Being a By-law to Confirm the Proceedings of Council, a First and Second reading;

**And further Read a Third time and Passed** in Open Council this 21<sup>st</sup> day of May, 2024.

**Carried**

**Moved by: Councillor Ryeland**

**Seconded by: Councillor Haskim**

**24-324** **BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar adjourn this meeting at 7:29 p.m. to meet again on June 4, 2024; or at the call of the Mayor.

**Carried**

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David Moore, Mayor

---

Karlee Britton, Acting Clerk/Administrator

**DRAFT**

# PARRY SOUND AREA PLANNING BOARD

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

## Memo to Planning Board Members

**Re: B03 2024 (McK) - Shandling - Rights-of-way over Fire Route 150**

**May 23, 2024**

Dear Members,

At our March 25, 2024 meeting the board approved the Shandling consent with the municipal conditions below:

### Municipal Requirements

- 1) Confirmation from the applicant's solicitor that the lot addition will merge with the benefitting lot;
- 2) That all landowners who presently have access via F.R. 150 continue to have deeded access if and when ownership of the F.R. is transferred;
- 3) That the applicant's solicitor provide title to the merged properties indicating that they are together with and subject to a contiguous right-of-way over Part 16 Plan 42R-18189 and the Allen lands in favour of 23 Fire Route and provide a registered survey for the same: and
- 4) Payment of any applicable planning fees.

The applicant's solicitor has indicated that condition #3 is not fulfillable as it is written **(See E-mail attached)** and has suggested a new condition #3 and an additional condition as shown below:

### Municipal Requirements

- 1) Confirmation from the applicant's solicitor that the lot addition will merge with the benefitting lot;
- 2) That all landowners who presently have access via F.R. 150 continue to have deeded access if and when ownership of the F.R. is transferred;
- 3) **That the applicant's solicitor, or a related party solicitor, undertake to register a deeded right of way over Part 16 Plan 42R-18189 and the Allen lands in favour of 23 Fire Route and provide a registered survey of same immediately following issuance of the Consent Certificate and perfection of the severance, and to provide evidence of same to the Planning Board;**

- 4) That the Planning Board will provide a Consent Certificate for the registration of the above right of way, on the basis that it is a condition of severance set out in the Shandling Notice of Decision; and
- 5) Payment of any applicable planning fees.

I would ask that the board consider passing an amended decision in order to ensure that the conditions can be fulfilled as intended.

Regards,



Patrick Christie, C.P.T.  
Secretary-Treasurer  
Parry Sound Area Planning Board

**Subject:** Shandling and Allen - B03/2024 (McK)

**From:** Homer Frank <[REDACTED]>

**Date:** 2024-04-23, 10:28 a.m.

**To:** Ken Allen <[REDACTED]>, Parry Sound Area Planning Board <psapb@vianet.ca>

Hello Ken and Patrick

Further to our discussion this morning, the logistics of satisfying the conditions of Consent are complicated in that we are required to create a deeded right of way to an unrelated party, and based on the wording this needs to be done before the Consent Certificate will be issued. Also, the creation of the new deeded right of way would need to rely on prescriptive evidence and require two independent lawyers who will agree to sign the Planning Act boxes.

One other thing not discussed this morning, but my assistant Georgina discussed with the Planning department (perhaps you Patrick) a few weeks ago, is that the merged property does not need to be “together with” a right of way over Part 16, because it includes Part 16 – it is the servient property. So that might be cleaned up as well.

Accordingly, we are requesting the following:

- (i) That the wording of Municipal Requirement #3 be revised to “That the applicant’s solicitor, or a related party solicitor, undertake to register a deeded right of way over Part 16 Plan 42R-18189 and the Allen lands in favour of 23 Fire Route and provide a registered survey of same immediately following issuance of the Consent Certificate and perfection of the severance, and to provide evidence of same to the Planning Board.” This will accomplish the same result but reduces the grant of easement from two to one, and avoids the need for multiple parties and multiple lawyers to create the right of ways in advance; instead it will just be one grant from the merged servient lands to the neighbour.
- (ii) That the Planning Board will provide a Consent Certificate for the registration of the above right of way, on the basis that it is a condition of severance set out in the Shandling Notice of Decision. This will avoid the need to rely on prescriptive evidence and allow one lawyer, presumably me, to register on behalf of both parties.

The foregoing will also greatly simplify the negotiations between the Shandling and Allen lawyers as to how to structure the wording in their agreement of purchase and sale, which at present has proven very detailed and convoluted.

Please advise if the foregoing can be accommodated.

**Homer A. Frank**  
**Barrister & Solicitor**

190 Hotchkiss Street  
Gravenhurst, Ontario  
P1P 1H6

Ph: (705) 687-2241  
Fax: (705) 687-7817

This message, including any attachments, delivered by email is confidential and privileged and is directed to the sole recipient or recipients to whom it was intended and who are entitled to receive same. If this message and any attachments is/are received by any party other than the intended and entitled recipient(s), such erroneous recipient is requested to advise the sender and is hereby required to ignore the contents and to delete them from any electronic recording devices and to destroy any and all hard copies thereof.

**From:** Ken Allen <[REDACTED]>  
**Sent:** Tuesday, April 23, 2024 9:18 AM  
**To:** Homer A. Frank <[REDACTED]>; Parry Sound Area Planning Board  
<[psapb@vianet.ca](mailto:psapb@vianet.ca)>  
**Subject:** Allen purchase

Hi Homer, please find Patrick's email included

# PARRY SOUND AREA PLANNING BOARD

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

May 28, 2024

Maureen Shandling  
12 Idlewood Dr  
Midhurst, On  
L9X 0P6

Re: **B03/2024(McK) - Shandling**

**Via Email**

A copy of the Planning Board's decision concerning the above application is attached.

In accordance with Section 53(18) of the Planning Act, 1994, The Parry Sound Area Planning Board considered any related submission prior to making its decision.

Any person or public body that has asked to be notified of the decision or conditions will be provided the notice as prescribed in Section 53(17 (b)).

Only the applicant or any public body may appeal the decision not later than 20 days after giving of notice (Section 53(19)).

The last day for filing an appeal is June 17, 2024 at 4:00 P.M. to the Parry Sound Planning Board Offices located 1 Mall Drive, Unit 2, Parry Sound, On P2A 3A9.

The applicant must fulfill the conditions of this consent within two years of this notice. The final date for stamping of the deeds will be May 28, 2026 at 4:00 P.M.

Yours truly,



Patrick Christie  
Secretary-Treasurer

**Cc: Karlee Britton  
Kenneth Allen**

**AGREEMENT:**

Sotheby's International Realty

**THIS AGREEMENT** made in quadruplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**Between:**

**SOTHEBY'S INTERNATIONAL REALTY**

(hereinafter referred to as the "Tenant")

-and-

**THE CORPORATION OF THE TOWNSHIP OF MCKELLAR**

(hereinafter referred to as the "Landlord")

The purpose of this Agreement is to establish terms and conditions under which the Tenant may place an advertisement sign on Township property, subject to the approval and regulations of the Ministry of Transportation.

**TERMS AND CONDITIONS**

**LOCATION AND DESCRIPTION OF SIGN**

The advertisement sign ("Sign") shall be placed at 45.497056, -79.923727, on the South side of Hwy 124, facing West and about 0.61 km East of West Spring Hill Road.

The dimensions and design of the Sign shall be as described in the attached Exhibit A.

**COMPLIANCE WITH MINISTRY OF TRANSPORTATION**

The Tenant must obtain all necessary permits and approvals from the Ministry of Transportation (MTO) for the installation and maintenance of the Sign. The Tenant shall provide the Township with copies of all permits, approvals, and any communications with the MTO.

## **COMMUNICATION OF CHANGES**

Any changes or modifications to the MTO permit must be promptly communicated to the Township. The Tenant must inform the Township in writing of any changes to the terms, conditions, or status of the MTO permit within 30 days.

## **MAINTENANCE**

The Tenant is responsible for the installation, maintenance and upkeep of the Sign. The Tenant shall ensure that the Sign remains in good condition and complies with all relevant safety and regulatory standards.

## **LIABILITY & INDEMNIFICATION**

The Tenant shall be responsible to indemnify the Municipality, its officers, employees, servants and agents, from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from and in consequence of the, erection, alteration, repair or removal of such sign.

In consideration of the Municipality permitting the use of its property, the sign permit applicant agrees to indemnify and save harmless the Municipality, its officers, employees, servants and agents, from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from and in consequence of the, erection, alteration, repair or removal of such sign and the use of such Municipal property.

## **SEVERABILITY**

Provided, if any one or more of the provisions contained in the Agreement, shall be invalid, illegal or unenforceable in any respect in any jurisdiction, then the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby and are deemed severable for such purpose.

## **LOSS OR DAMAGE**

Unless caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of the Tenant. Tenant acknowledges that it is Tenant's responsibility to insure its own property and improvements.

## **DURATION AND TERMINATION:**

This Agreement shall commence on June 15, 2024 and continue until December 31, 2029, unless terminated earlier in accordance with the terms herein.



The Township reserves the right to terminate this Agreement with 60 days' written notice if the Tenant fails to comply with any terms of this Agreement or if the MTO revokes the permit.

**GOVERNING LAW**

This Agreement shall be interpreted and enforced in accordance with By-law 2004-17, Being a By-law to Prohibit and Regulate Signs in the Township of McKellar, notwithstanding that the By-law does not specifically apply to this scenario. All applicable provisions of the By-law shall be adhered to.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**LANDLORD:**

On behalf of the Corporation of the Township of McKellar

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator

**TENANT:**

\_\_\_\_\_  
Chuck Murney  
Sotheby's International Realty

**EXHIBIT 'A'**

**Size:** 8 feet tall x 12 feet wide

**Image of Sign:**



**District of Parry Sound West (Belvedere Heights)  
Board of Management Meeting  
Wednesday, April 24, 2024  
via Zoom**

---

- Directors Present (voting):** Joe Beleskey  
Don Carmichael, Secretary/Treasurer  
Cheryl Ward  
Pamela Wing, Chair  
Debbie Zulak
- Director Regrets:** Paul Borneman, Vice Chair  
Gail Finnsen
- Staff Attending (non voting):** Kami Johnson, Administrator
- Staff Regrets:**
- Specially Invited (non voting):** Jim Hanna, West Parry Sound Health Centre  
Nicole Murphy, West Parry Sound Health Centre  
Donald Sanderson, West Parry Sound Health Centre  
Heidi Stephenson, West Parry Sound Health Centre

1.0 **Call to Order:** The Board Chair called the meeting to order at 9:01 a.m.

2.0 **Confirmation of Quorum:** A quorum was achieved.

3.0 **Conflict of Interest:** No conflicts were declared.

4.0 **Approval of Agenda:**

#BH-29/24

Moved by C. Ward, seconded by J. Beleskey that be it resolved that the Board of Management accepts the agenda as presented.

Carried.

5.0 **Voice of the Resident:** K. Johnson presented information and provided pictures of the new flooring that was recently installed in the Pine Home area. The Pine residents and Leonardo DeCario love it!

6.0 **Approval of Minutes:**

#BH-30/24

Moved by D. Carmichael, seconded by D. Zulak that be it resolved that the minutes of the Board of Management meeting held March 27, 2024, be received.

Carried.

7.0 **Matters Arising:** none

8.0 **New Business:** none

9.0 **Committee Reports:**

9.1 Finance Committee

H. Stephenson provided highlights from the meeting held April 22<sup>nd</sup>. The Finance Committee minutes and attachments were circulated to Board members yesterday (April 23<sup>rd</sup>) via email.

Highlights were as follows:

- The March statements showed an operating surplus of \$104K.
- The Ministry of Long-Term Care clawed back a surplus from 2019 at year-end.
- Agency usage was down to 8K. The Administrator was commended for the limited use of agency staff.
- The 2023 audited financial statements were presented. It was a clean audit. The year ended in a \$510K surplus.

**#BH-31/24**

Moved by C. Ward, seconded by D. Zulak, that on the recommendation of the Finance Committee, the audited financial statements of District of Parry Sound (West) Belvedere Heights Home for the Aged year ended December 31, 2023, be approved and referred to the Annual Information Meeting for receipt.

Carried.

Referred to the Corporation

**#BH-32/24**

Moved by D. Carmichael, seconded by D. Zulak that on the recommendation of the Finance Committee, the following reports of the February and March expenditures be approved:

*Life Lease:*

- April 2024 Board Report
- March 2024 List of Disbursements - \$28,266.71

*Belvedere Heights:*

- Draft Year End Audited Financial Statements for December 31, 2023

*March 2024:*

- Report with Forecast
- Report by Funding Envelope
- Statement of Financial Position
- List of Disbursements - \$837,193.58

*Community Support Services (CSS):*

*February 2024:*

- Income and Expense Statement
- List of Disbursements - \$134,931.89.

Carried.

**#BH-33/24**

Moved by D. Carmichael, seconded by C. Ward that the minutes of the Finance Committee meeting held April 22, 2024, be received.

Carried.

9.2 Governance and Partnerships - no meeting held

9.3 Long Term Care Ad-hoc Advisory - no meeting held

**10.0 Standing Items:**

10.1 Fixing Long-Term Care Act, 2021 – deferred to the next meeting.

10.2 Equity Diversity Inclusion (EDI) – deferred to the next meeting.

10.3 WPS OHT – deferred to the next meeting.

**11.0 Reports:**

11.1 Board Chair Report – deferred to the in-camera section.

11.2 Administrator’s Report - deferred to the next meeting.

**12.0 Pending:** none

**13.0 Correspondence:**

Correspondence from the Ministry of Long-Term Care dated April 5, 2024, re allocation of 24-beds.

**14.0 In-Camera:**

**#B-34/24**

Moved by C. Ward, seconded by D. Carmichael that the meeting move in-camera at 9:19 a.m.

Carried.

**Direction:**

- The Chair will advise P. Borneman and G. Finnson of the decisions made surrounding the 24-beds.
- Two or three Zoom meetings will be scheduled for municipal representatives to attend to ask any questions about the 24 beds.
- A revised letter will be sent as soon as possible to the eight municipalities, outlining the support required, by the Chair.

**#B-35/24**

Moved by D. Carmichael, seconded by D. Zulak that the meeting move ex-camera at 10:22 a.m.

Carried.

**#B-36/24**

Moved by C. Ward, seconded by J. Beleskey that the following steps take place:

1. Belanger Salach Architecture be retained. It was noted that there is a time constraint and no time to go to an RFP at this point in the process. There is an April 30<sup>th</sup> deadline as noted in the Ministry Memorandum dated March 27, 2024, regarding supplemental construction funding subsidy for 2024.
2. In accordance with the Ministry of Long-Term Care's request in their letter dated April 5<sup>th</sup>, the Belvedere Heights Board of Management will proceed with the following steps toward construction approval for 24 additional beds:
  - A written confirmation to the MLTC from the Board of Management for the District of Parry Sound West advising that the Board of Management will submit a request to develop the allocated 24 long term care beds; and
  - All work related to fulfilling the project milestones as required by the Ministry.
3. The eight municipalities be advised that the Belvedere Heights Board of Management is moving forward with the process to develop 24 new beds. It was noted that the Ministry will be looking for eight municipal resolutions for support of the project by June 30, 2024.

Carried.

**15.0 Conclusion of Meeting:**

**#BH-37/24**

Moved by C. Ward, seconded by D. Carmichael, that there being no further business to conduct, the meeting concluded at 10:23 a.m.

Carried.

---

P. Wing, Chair

# Parry Sound Area Planning Board

## Minutes of Meeting

Monday April 22, 2024

6:30 p.m. Zoom Electronic Web Meeting

**Members Present:** JJ Blower, Kathy Hamer, Joe Lamb, Scott Nash, David Moore, Morley Haskim, Lisa Cook, Pam Wing.

**Regrets:**

**Staff Present:** Patrick Christie

### Agenda

#### 1.1. Additions to Agenda

##### 1.1.1 Appointments

#### 1.2. Prioritization of Agenda

#### 1.3. Disclosure of Pecuniary Interest and the General Nature Thereof

#### 1.4. Minutes and Matters Arising From Minutes

### 2. Adoption of Minutes

Resolution 2024 - 30

Moved By: Lisa Cook

Seconded by: JJ Blower

That the minutes of a meeting held March 25, 2024 be adopted.

“Carried”

### 3. B39/2023(W) – Strong

Resolution 2024 - 31

Moved By: Scott Nash

Seconded by: David Moore

Blake and Allen Strong were in attendance .

*Scott Nash spoke regarding a wording change and conditions being added regarding septic elevation and design.*

*David Moore asked about dedicated parking. Joe Lamb explained the dedicated mainland parking*

*Scott Nash also commented on the parking area.*

That application B39/2023(W) be approved subject to the following conditions and shown on the attached sketch.

Having regard to the items set out in section 51 (24) of the Planning Act, Planning Board hereby grant the creation of one (1) new waterfront lot fronting on Wahwashkesh Lake in the Municipality of Whitestone as applied for by Julie Strong in Consent Application No. B39/2023(W) be approved subject to the following conditions:

*Planning Board Requirements*

1) That the applicant provides the Secretary-Treasurer with:

*From Lawyer*

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

*From Surveyor*

- c) a copy of the survey plan deposited in the Land Registry office.

2) Payment of all applicable planning fees.

*Municipal Requirements*

- 1) That payment of a parkland dedication fee be made in accordance with the current Municipal fees and charges By-Law;
- 2) That the newly created lot receive 911 addressing from the Municipality;
- 3) That the new water access lot must include a dedicated mainland ~~access and~~ parking area registered with the lot;
- 4) That all applicable planning fees be paid to the Municipality of Whitestone.
- 5) **That the applicant enters into a 51(26) consent agreement to implement the septic system design criteria as set out in the Official Plan;**
- 6) **That the applicant enters into a 51(26) consent agreement that any septic system installations will include the following requirements:**
  - a. **That the location of any septic tanks be sited such that its openings are at or above an elevation of 229.57 metres above sea level to be certified by an Ontario Land Surveyor; and**
  - b. **Drainage of field/filter bed(s) are located at or above 227.00 metres above sea level.**
- 7) **Payment off all Applicable Planning Fees be made to the Municipality of Whitestone**



“Carried”

#### **4. B05/2024(McK) - Moffat**

Resolution 2024-32

Moved By: David Moore

Seconded by: Morley Haskim

*Scott Nash asked about the requirement for a 20 metre width.*

That application B05/2024(McK) be approved subject to the following conditions as shown on the attached sketch.

Having regard to the items set out in section 51 (24) of the Planning Act, Planning Board hereby grant the consent for a lot addition and create one (1) new Rural lot at 70 Burnett’s Road in Part of Lot 32, Concession 4 in the Township of McKellar as applied for by Christopher Moffatt in Consent Application No. B05/2024(McK) be approved subject to the following conditions:

##### *Planning Board Requirements*

1) That the applicant provides the Secretary-Treasurer with:

##### *From Lawyer*

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

##### *From Surveyor*

- c) a copy of the survey plan deposited in the Land Registry office.

2) Payment of all applicable planning fees.

##### *Municipal Compliance Letter Requirements*

- 1) Payment of a fee in lieu of parkland as required in the Township of McKellar Fees & Charges By-Law;
- 2) Confirmation from the applicant’s solicitor that the lot addition will merge with the benefitting lands;
- 3) That 70 Burnett’s Road lot be rezoned to the Rural (RU) Zone;
- 4) 911 Addressing for the proposed new lot;
- 5) Payment of any applicable planning fees;
- 6) The lot addition be 20 metres in width.

“Carried”

#### **5. B11/2024(W) - Sanna**

Resolution 2024- 33  
Moved By: Scott Nash  
Seconded by: Kathy Hamer

*Christopher Sanna was in attendance.*

*David Moore asked about NBMCA role in septic design.*

*Scott Nash indicated that NBMCA approves the location and design, but the 51(26) agreement will include additional details regarding design and construction of septic systems.*

That application B11/2024(W) be approved subject to the following conditions as shown on the attached sketch.

Having regard to the items set out in section 51 (24) of the Planning Act, Planning Board hereby grant the creation of three (3) new Rural lots on Crown Retreats Road in Part of Lots 37 & 38, Concession B in the Geographic Township of Hagerman as applied for by Angelo Sanna in application No. B11/2024(W) be approved subject to the following conditions:

*Planning Board Requirements*

1) That the applicant provides the Secretary-Treasurer with:

*From Lawyer*

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

*From Surveyor*

- c) a copy of the survey plan deposited in the Land Registry office.

2) Payment of all applicable planning fees.

*Municipal Compliance Letter Requirements*

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

“Carried”

## 6. B13/2024(McK) – Van Leeuwan

Resolution 2024- 34  
Moved By: Lisa Cook  
Seconded by: Kathy Hamer

*Joe Lamb asked why a well was not being used*

*Christina and Richard Van Leeuwan were in attendance and indicated that the tile beds are very close to the original well. There was also sulphur in the water so they wish to draw from the lake.*

That application B13/2024(McK) be approved subject to the following conditions as shown on the attached sketch.

Having regard to the items set out in section 51 (24) of the Planning Act, Planning Board hereby grant an easement over 163 to 165 Manitou Drive for a water line in Part of Lot A, Concession B in the Township of McKellar as applied for in application No. B13/2024(McK) be approved subject to the following conditions:

### Planning Board Requirements

1) That the applicant provides the Secretary-Treasurer with:

*From Lawyer*

- a) the original executed transfer (deed), a duplicate original and one photocopy;
- b) a schedule describing the severed parcel and naming the grantor and grantee attached to the transfer for approval purposes

*From Surveyor*

- c) a copy of the survey plan deposited in the Land Registry office.

2) Payment of all applicable planning fees.

### Municipal Compliance Letter Requirements

None

*“Carried”*

## 7. Correspondence

## 8. Closed

## 9. Reports & Enquiries

### 9.1. Enquiries

### 9.2. Accounts Payable

Resolution 2024- 35

Moved By: Lisa Cook  
Seconded by: JJ Blower

*Scott Nash asked about general consulting fees.*

*Patrick Christie S/T indicated that the general consulting fees are for the daily tasks of the Planning Board. These include staff wages.*

*Pam Wing asked about the consulting fees projected to be over budget.*

*Patrick Christie S/T agreed to control budget.*

*JJ Blower commented that application fees may balance out general consulting.*

That the accounts for March 2024 be paid in the amount of **\$13,141.80**

*“Carried”*

### **9.3. Accounts**

### **9.4. Administration**

### **10. Adjournment**

Resolution 2024- 36  
Moved By: Kathy Hamer  
Seconded by: Lisa Cook

That we do now adjourn at 7:10 pm.

*“Carried”*

**Township of McKellar Public Library Board Meeting Minutes**

**April 29, 2024 @ 7:00 p.m. – McKellar Public Library**

**1. Welcome and roll call:**

The meeting was called to order at 6:58 p.m. and attendance as taken by the Secretary.

**PRESENT:** Debbie Woods (Chair), Dianne Thompson (Vice-Chair), Terri Short (CEO/Librarian/Treasurer) (via zoom), Debbie Zulak (Council Rep), Lynne Aylsworth (Secretary), Jeanette Clements

**REGRETS:** NONE

**GUEST(S):** NONE

**We have quorum for this meeting.**

**2. “The Respect and Acknowledgement of Lands” was read.**

*“In the spirit of reconciliation and co-operation, we wish to acknowledge that the land on which we gather is the traditional territory of the Anishinaabe and Mississauga people. Its boundaries fall within the Robinson-Huron Treaty of 1850 and the Williams Treaty of 1923. We are grateful to live here and we thank all the generations of people who have taken care of this land for thousands of years.*

*To honour the suffering of Indigenous people and the love and wisdom they have carried for thousands of years, we pledge to work in community and harmony with each other and the environment we inhabit and work towards Truth and Reconciliation.”*

**3. Declaration of any Conflicts of Interest: NONE**

**4. Approval of the Agenda:**

The following items were added to the Agenda:

Business Arising from the Minutes: 8 b. Performance Review Criteria Committee

Other Business: 9. First Merchandising Video and Board Meeting Time

**Motion #2024:34**

That we the Township of McKellar Public Library Board move to approve and accept the April 29, 2024 Agenda as circulated to all members prior to our meeting and revised as per our discussion.

**Moved by Dianne Thompson, Seconded by Jeanette Clements**

**Carried**

**5. Librarian’s Remarks/questions:**

The Librarian’s Report was circulated to all board members prior to the meeting. In addition, the CEO provided us with an update on books sales, financial matters, and day to day library activities.

The CEO received a request from “Connecting Public Libraries” seeking confirmation of the Library’s participation in an initiative related to internet connectivity. However, after deliberation, the board decided not to proceed with this particular initiative.

**Motion #2024:35**

That we the Township of McKellar Public Library Board move to support our Librarian/CEO/Treasurer’s decision to not move forward with the “Connecting Public Libraries” initiative as per our discussion.

***Moved by Jeanette Clements, Seconded by Debbie Zulak*** ***Carried***

**6. Council’s Remarks/questions:**

Our Council Representative provided the Librarian/CEO/Treasurer information to assist the library with future banking options.

**7. Consent Agenda:**

**Motion #2024:36**

That we the Township of McKellar Public Library Board move to approve and accept the April 29, 2024 Consent Agenda, as circulated to all board members prior to this meeting and revised as per our discussion.

***Moved by Lynne Aylsworth, Seconded by Dianne Thompson*** ***Carried***

**8. Business arising from the minutes:**

**a. Review action items:**

The board went through the “Action Items” list to confirm which actions have been completed. Any new actions from today’s meeting will be added and an updated list will be sent out to all board members.

**b. Other – Performance Criteria Committee**

The Performance Criteria Committee created a “Performance Criteria Form”, which was circulated to all board members at the meeting for review and a few changes were made.

**Motion #2024:37**

That we the Township of McKellar Public Library Board move to approve and accept the Performance Review Criteria Form as circulated to all Board Members on April 29, 2024 and revised as per our discussion.

***Moved by Dianne Thompson, Seconded by Debbie Zulak*** ***Carried***

**9. Business:**

**a. Monitoring the progress of our Strategic Plan: Reno update:**

i. Assembly Report:

Dianne Thompson attended the OLS Board Assembly and provided us with an update on the OLS Assembly Board meeting.

**Motion #2024:38**

That we the Township of McKellar Public Library Board move to accept the OLS Assembly Report.

***Moved by Debbie Zulak, Seconded by Jeanette Clements*** ***Carried***

ii. Reno:

A discussion took place regarding the installation of the new countertop for our new Makerspace, which was made and installed by Jansz Interiors. We also discussed our shelving and the disposal of items that the Library is not using any longer.

iii. Seed library:

The board made a decision to postpone the “Seed Library” initiative. The topic will be revisited at a later time.

**b. Policy Review/Update: BL-01, BL-02, BL-03, Procedural By-Law**

The board members have been reviewing the current By-Laws and during this process, a decision was made to consolidate the Library’s Procedural By-Law Guidelines with the existing by-laws. The Secretary circulated updated copies prior to our meeting and we discussed further revisions to be made.

The By-Laws reviewed are BL-01 –Statement of Authority and Power, BL-02 – Composition of the Board and Terms of Reference of the Officers and BL-03 – Meetings of the Board. We will review the balance of these by-laws at our next meeting.

**Motion 2024:39**

That we the Township of McKellar Public Library Board move to approve and adopt the revisions to BL-01 –Statement of Authority and Power, BL-02 – Composition of the Board and Terms of Reference of the Officers and BL-03 – Meetings of the Board as per our discussions.

***Moved by Dianne Thompson, Seconded by Jeanette Clements*** ***Carried***

**d. Other Business:**

i. Board Meeting Time:

The board has decided to shift our regular board meetings back to 10:00 a.m. instead of evening hours.

**Motion 2024:40**

That we the Township of McKellar Public Library Board move to change our regular board meetings back to 10:00 a.m..

***Moved by Lynne Aylsworth, Seconded by Dianne Thompson*** ***Carried***

Our meeting concluded and any remaining items on the Agenda will be addressed during our next meeting.

**12. Adjournment:**

**Motion #2024:41**

That we the Township of McKellar Public Library Board move to adjourn this meeting at 9:08 p.m..

***Moved by Dianne Thompson*** ***Carried***

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Debbie Woods, Chair

Date Signed:

Date Approved:

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Lynne Aylsworth, Secretary

Date Signed:





# Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

**Tender Opening  
Request for Proposal 2024-10  
Exterior Painting & Caulking of Fire Station 2**

**Closing Date: May 28, 2024 at 23:59 HRS**

Vendor	Date/Time Rec'd	Subtotal	HST	Total
DGM Remodeling	Fri, May 24, 2024 at 19:36hrs	\$15,000.00	\$1,950.00	\$26,129.11
Brampton Painting	Tue, May 28, 2024 at 20:09	\$9,850.00	\$1,280.50	\$11,130.50

**Request for proposals permitted electronic submission. No proposals were received in hand copy form.**

  
 \_\_\_\_\_  
**Robert Morrison**  
 Fire Chief

  
 \_\_\_\_\_  
**Karlee Britton**  
 Acting Clerk/Administrator



TOWNSHIP OF MCKELLAR  
REQUEST FOR PROPOSAL (RFP)  
PAINTING AND CAULKING SERVICES (FIRE STN. 2) RFP 2024-10

Submission Form

Contractor: DGM REMODELING  
Address: 146 Blackwater Rd N. McKellar  
Telephone: 905-220-3125 Email: davepaints4u@cogeco.ca  
Contact Person: Dave Manchuk

**Description of Work:**


The contractor will be required to provide the labour and materials to complete exterior painting and caulking services for Township of McKellar Fire Stn. 2

Location: 710 Hurdville Road McKellar, Ontario

Subtotal \$ 23,123.01  
H.S.T. \$ 3,005.98  
**TOTAL CONTRACT PRICE:** \$ 26,128.99  
(Annual Amount)

The contractor is required to provide the Township with proof of insurance in the amount of \$2,000,000.00, and is responsible for all issues relating to WSIB, insurance etc. for their employees with relation to this contract.

By signing below, I acknowledge that I have read and understand this Request for Proposal 2024-10 and I agree to abide by the terms and conditions contained here-in.

Authorized Signature: 

Name: Dave Manchuk (Please Print or Type)

Date: May 21,2024

Witness: Kevin Lee

Date: May 21,2024

\*Note that this submission form is not transferable and any alteration of the Company name entered hereon will be cause for considering the proposal irregular and subsequent rejection of the RFP.



May 10, 2024

Dear Mayor Moore and Council,

Georgian Bay *Mnidoo Gamii* Biosphere is celebrating its 20<sup>th</sup> anniversary this year! We would love you to be part of our celebration and provide reflection for our future.

We are early in the process of developing our next Strategic Plan. We have several activities planned to collect feedback from community partners to shape a 20-year vision for a sustainable region, and help define our organization's role in realizing that vision in a way that aligns with our UNESCO mandate and mission.

This summer, we plan to have an online community survey shared through email, social media, and our website, that we hope you, your staff, and community members will use for feedback.

In 2025, all area municipalities, First Nations, and community partners will be invited to provide us with a Letter of Support by May 1st that will be sent in a package to UNESCO as a requirement of our international 10-year review.

We would welcome an opportunity to present to Council or meet with senior staff on how our organization can work to better support your community's goals and interests. Please contact Laura Peddie, [info@georgianbaybiosphere.com](mailto:info@georgianbaybiosphere.com) or 705.774.0978 should this interest you.

On behalf of our Board of Directors and staff, we welcome your thoughts on the future of our work, for the next seven generations in this special place, home to us all. We greatly value your leadership towards a more sustainable region.

Sincerely,

Becky Pollock  
Executive Director

Greg Mason  
Director of Operations

## Karlee Britton

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**From:** Potts, Kaitlyn <Kaitlyn.Potts@mpac.ca> on behalf of Potts, Kaitlyn  
**Sent:** May 21, 2024 3:25 PM  
**To:** Karlee Britton; Roshan Kantiya  
**Cc:** MR28AEnquiry  
**Subject:** RE: 4928 McKellar - DSSA

Hi Karlee,

That was a great meeting last week thanks again for inviting us!

As discussed, we currently have 99.1% of the Data Sharing and Services Agreements signed across the province.

The DSSA consolidated and updated the following agreements into one:

- a) Municipal License Agreement
- b) Municipal Connect Terms & Conditions of Use
- c) MPAC Terms & Conditions
- d) Product Use Sheets
- e) Ontario Parcel Master Agreement
- f) Service Level Agreement

The Data Sharing & Services Agreement does not change the current uses of the MPAC data products. All data products which were previously Product Use Sheets under the Municipal License Agreement will remain under the DSSA. As we discussed last December, the only Product Use Sheet that the Township of McKellar signed in 2007 was the Municipal Connect Product Use Sheet.

There are 2 Product Use Sheets that allow for specific municipal data elements to be displayed on a municipal website. These were not signed by the Township of McKellar back in 2007. These include:

1. **Municipal Web Site Assessed Value Lookup Product Use Sheet (Standard):** This allows the following data elements to be shown publicly:
  - a. Assessment Roll Number
  - b. Property Location
  - c. Current Value Assessment(s): At time of Roll Return
  - d. Property Tax Classification(s)
2. **Municipal Web Site Enhanced Access to Assessment Data Elements Product Use Sheet (Enhanced):** This allows the following data elements to be accessed via password protection:
  - a) Assessment Roll Number
  - b) Property Address
  - c) Property Code
  - d) Property Code Description
  - e) Lot Area
  - f) Lot Frontage
  - g) Lot Depth
  - h) Property Tax Classification(s)
  - i) Current Value Assessment (this would be as of Roll Return and additionally the Current Value Assessments for previous years may be listed)

As we discussed, the West Parry Sound Geography Network had data elements shown on the public facing site that were not included in the above 2 Product Use Sheets. MPAC has confirmed that with a Custom Product Use Sheet in place, that the data elements may be displayed on the municipal website under password protection with the exception of Unit Class which **cannot** be displayed on the public site. Chris has confirmed that unit class has already been removed from the public facing site. More information on the Custom Product Use Sheet is below.

3. **Custom Product Use Sheet** allows for the following to be displayed under password protection:
  - a. Sanitary Service Type Code
  - b. Water Service Type Code
  - c. Hydro Service Type Code
  - d. Property Access Type Code
  - e. Variance

In order for the Township of McKellar's data to be displayed on a municipal website MPAC would require these Product Use Sheets to be in place. As mentioned, the Data Sharing & Services Agreement has not changed the current uses of MPAC data products. Previous Product Use Sheets remain in place under the DSSA.

I believe you mentioned this may be going to council at your upcoming June meeting. If you have any questions or would like a call to discuss further please let me know.

Thanks again,  
Kaitlyn

**Kaitlyn Potts,**  
Account Manager  
Districts of Muskoka and Parry Sound  
Municipal and Stakeholder Relations  
Phone: 705.417.0318

[mpac.ca](http://mpac.ca)  
Municipal Property Assessment Corporation  
1110A Muskoka Road South Unit 2 Gravenhurst, Ontario P1P 1KP9

**DRAFT Resolution for WPS Municipalities**

WHEREAS on April 5, 2024 Belvedere Heights Board of Management received the long-anticipated letter from Ministry of Long Term Care, declining the request to relocate Belvedere Heights to a campus of care;

AND WHEREAS the Ministry of Long-Term Care has requested that Belvedere Heights Board of Management express their intention regarding the addition of the previously approved (in April 2021), twenty-four (24) beds to Belvedere Heights;

AND WHEREAS the Ministry of Long-Term Care has provided the requirements to qualify for the recently announced maximum \$35 per diem construction funding top-up by a November 2024 deadline;

AND WHEREAS the Belvedere Heights Board of Management financing plan does not require new funding from its municipal partners;

AND WHEREAS time is of the essence to comply with Ministry of Long-Term Care recommended milestone for municipal owner approval by June 2024;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the \_\_\_\_\_ endorses the Belvedere Heights Board of Management request to apply for final approval from the Ministry of Long-Term Care to build up to twenty-four (24) new long-term care beds at 21 Belvedere Ave., subject to meeting all of the Ministry of Long-Term Care requirements including the required financing plan.

**Councillor Nash joined the meeting at 3:40 p.m. via Zoom teleconference.**

**Resolution No. 2024-220**

**Moved by:** Councillor Lamb

**Seconded by:** Councillor Bray

- 11.9 Belvedere Heights Board of Management Request for Municipal Support to Develop the 24 Bed Allocation at Belvedere

**WHEREAS** on April 5, 2024 Belvedere Heights Board of Management received the long-anticipated letter from Ministry of Long Term Care, declining the request to relocate Belvedere Heights to a campus of care; and

**WHEREAS** the Ministry of Long-Term Care has requested that Belvedere Heights Board of Management express their intention regarding the addition of the previously approved (in April 2021), twenty-four (24) beds to Belvedere Heights; and

**WHEREAS** the Ministry of Long-Term Care has provided the requirements to qualify for the recently announced maximum \$35 per diem construction funding top-up by a November 2024 deadline; and

**WHEREAS** the Belvedere Heights Board of Management financing plan will not require new funding from its municipal partners; and [does](#)

**WHEREAS** time is of the essence to comply with Ministry of Long-Term Care recommended milestone for municipal owner approval by June 2024;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Whitestone endorses the Belvedere Heights Board of Management request to apply for final approval from the Ministry of Long-Term Care to build up to twenty-four (24) new long-term care beds at 21 Belvedere Ave., subject to meeting all of the Ministry of Long-Term Care requirements including the required financing plan.

**Recorded Vote requested by Councillor Nash**

		YEAS	NAYS	ABSTAIN
Councillor	Bray	X		
Councillor	Lamb	X		
Councillor	Nash	X		
Councillor	Woods	X		
Mayor	George Comrie	X		

**Carried**



HR For Canadian Businesses and Not-For-Profits

Legislative Training, Human Resources,  
Health & Safety and Employment Law







## HR Covered Inc. Service Agreement

This Agreement is made between *HR Covered Inc.* ("The Service Provider") and Township of McKellar ("The Client")

**Your contact at HR Covered:**

Vera Palmeri

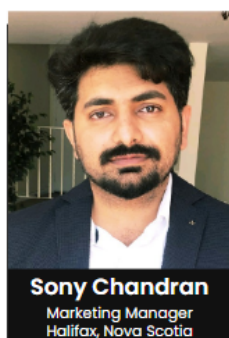
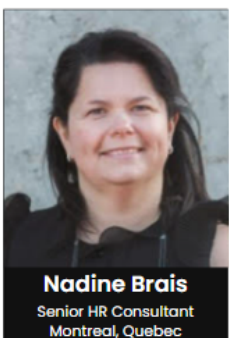
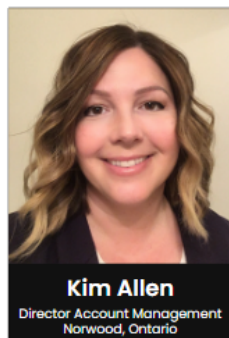
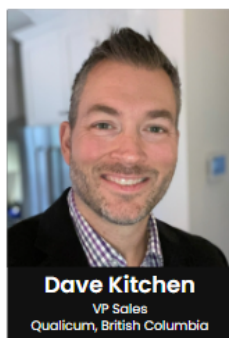
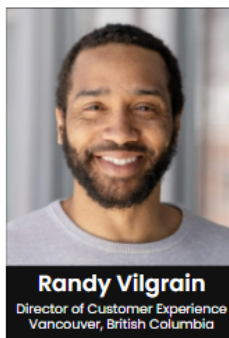
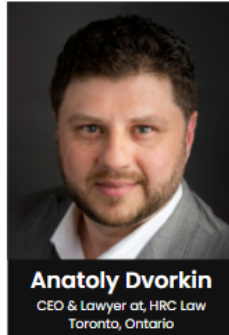
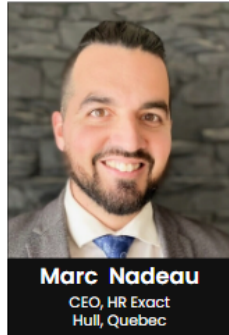
Senior Account Executive

vera@hrcovered.com

6472779725

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# About HR Covered



HR Covered is not your average HR consulting or advisory firm; we have an amazing team to help us provide the best service in the industry, from coast to coast.

Our core focus is to provide an **incredible experience** for every organization when it comes to supporting them with:

- **Legislative Training**
- **Human Resources**
- **Health & Safety**
- **Employment Law**

We work with organizations across all industries and excel at providing a world-class Human Resources experience to all of our clients whether you're a small Not-For-Profit or a large corporation.

As a National company that provides services to over 1,400 organizations in French and English, HR Covered is well-versed as a Multijurisdictional partner. We have expertise in all provincially regulated jurisdictions including Quebec, as well as the Federal jurisdiction.

**COAST TO COAST, WE'VE GOT YOU COVERED!**

## What separates us from our competition?

We're on a mission to make sure every organization in Canada has the right resources to achieve compliance. All of our memberships are backed by great service, a full 30-day money-back guarantee, and incredible value.

**THE *LARGEST* CANADIAN-OWNED  
HR PROVIDER IN THE NATION!**







# HR Hub

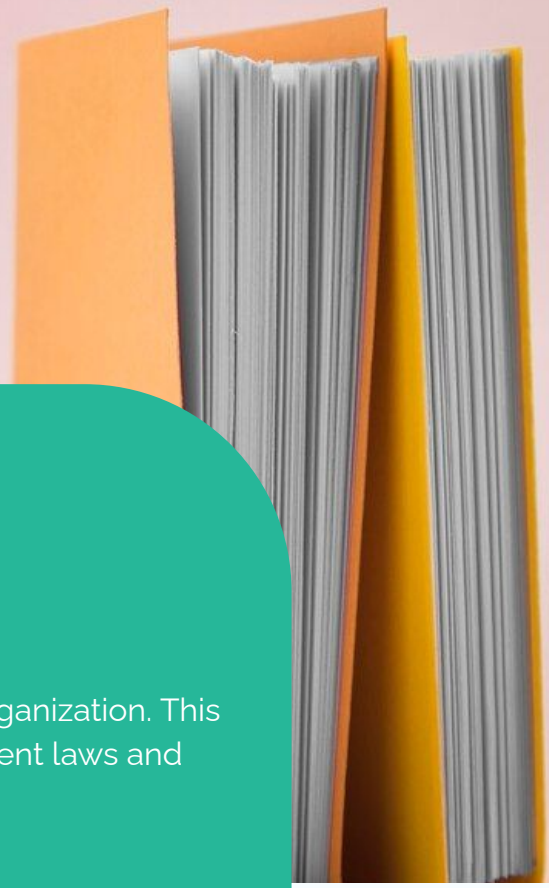
Access over 1000 up-to-date HR documents in accordance federal and provincial regulations plus HR content.



## HR Hub

- Unlimited downloads to over 1000 HR documents & policies
- Available in both official languages
- Document templates you can customize in minutes
- HR policies for provincial and federal jurisdictions
- Up-to-date with the latest laws and regulations
- Includes various HR forms such as fitness to work
- Includes HR letters including disciplinary warnings
- Includes various job descriptions templates
- Access to *Frontier*, our national HR newsletter
- HR webinars on various HR topics
- HR blogs and other content

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability.



# Compliant Policy Manual

We will create a compliant policy manual for your organization. This document will help you follow up-to-date employment laws and policy rules to be legally compliant.



## Key Compliance Policies

Including the statement of human rights commitment and more.



## Legislated Health & Safety

Including workplace anti-violence, workplace anti-harassment & discrimination policy with an emphasis on training.



## Employment Standards

Including six mandatory policies that every organizations needs such as a termination policy.



## Key Conduct and Discipline Policies

Including progressive discipline to set proper expectations and key documentation every organization needs to manage conduct and discipline effectively.

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability

# Legislative Training

Train your staff to follow safety laws and meet mandatory training requirements for legal compliance.



30 Day Money  
Back Guarantee



## Unlimited Access

Train your entire team, including part-time staff and volunteers.



## Employee Certificates

Your staff will receive a certificate of completion for each course they take. The certificates meet government training records requirements.



## Self-Serve Platform

Empower your staff to train at their own pace from home or at the office; enroll them at any time of the day.



## Mandatory Training Courses

We offer the core online training courses that are mandatory for employees in your jurisdiction.



## Unlimited Reporting

Your organization has unlimited access to progress reports. These reports show you who has finished the training courses and who hasn't.

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability.



# Unlimited HR

No matter how many employees you have, we offer unlimited HR advice you can rely on - *and* afford.



30 Day Money  
Back Guarantee



## Unlimited HR Advice

Access our team for expert HR advice and solutions. No more waiting – get the answers you need in under an hour.



## Employment Contract Templates

Make your hiring process easier and protect your business with our Employment Contract templates.



## Independent Contractor Agreement Template

Use our template to make sure your contractor relationships are compliant and secure.



## Unlimited HR Document Requests

Need an HR document or policy we don't have? We will create it for you.

HR Covered provides unlimited subscription-based HR services to help your organization maximize its employees' potential and reduce employer liability.

# Recommendations

“

*HR Covered far exceeded our expectations. They are a pleasure to deal with. I can't recommend them enough.”*

- Lynn Brophy  
Practice Manager, Selectpath

“

*To be able to supply that knowledge, to create things like training modules, a health & safety review, and create company policies... backing us up with that type of support has been extremely helpful.”*

- Dan Duran  
Co-Founder & CTO, Bwired Technologies

“

*Like a lot of charities I wear a lot of hats... The benefit was it freed me up to do other things. Really took the time to understand who we are and what we do...”*

- Mary Catalfo  
Vice President Operations, Big Brother Big Sisters of Peel

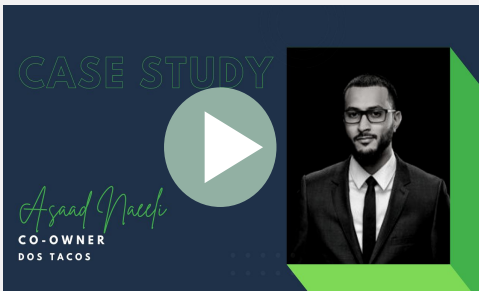
“

*Very transparent, very upfront. Delivered exactly what they said they would do.”*

- Kelly Gregorie  
Senior Vice President Operations, TryCycle Data Systems Inc.



# Client Testimonials



**Dos Tacos**  
*Hospitality*



**Janus Academy**  
*Education*



**Big Brothers Big Sisters of  
London and Area**  
*Nonprofit*



**Rainy River First  
Nations**  
*Public Administration*



**DG's Pro Tech**  
*Transportation*



**St Marys Ford**  
*Retail*

[View More Testimonials](#)

# Most Companies Can't Justify Hiring a Full-time HR Expert

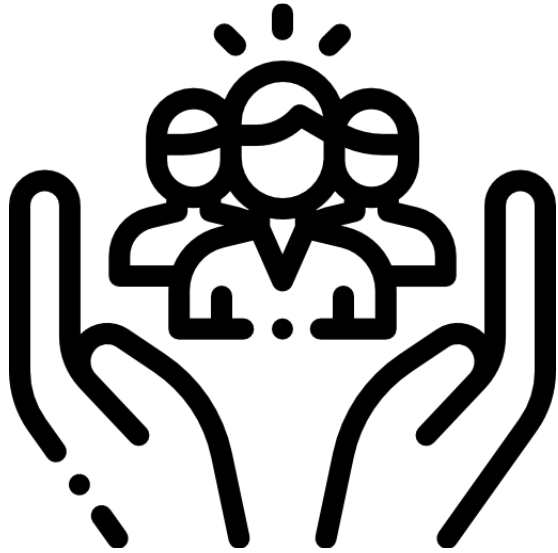
This is what you pay on average when you hire an HR Manager from your end

\*based on current compensation data as of December 2023 for an HR Manager with 3-5 years of industry experience

Yearly	Monthly	Hourly
\$77,000.00	\$6,416.66	\$40.10

# HR Covered's Recommendation for Township of McKellar

Pricing is based on the following:



**Employee Count:**

15



**Jurisdictional Requirements:**

• Ontario

**Win The Marketplace,  
While We Take Care Of Your HR.**

The below quote takes into account a lifetime 20% VIP discount for agreeing to a three year term

Service	Price (per year)	Term	Total price
<b>Legislative Training</b> Billed annually	\$495.00	3	<del>\$1,485.00</del> -\$297.00 (20%) <b>\$1,188.00</b>
<b>Unlimited Access For All Your Staff</b> <ul style="list-style-type: none"><li>Mandatory Training for Your Jurisdiction</li><li>24/7 Self-Serve Access</li><li>Employee Completion Certificates</li><li>Unlimited Progress and Completion Reporting</li></ul>			
<b>Unlimited HR</b> Billed annually	\$1,495.00	3	<del>\$4,485.00</del> -\$897.00 (20%) <b>\$3,588.00</b>
<b>A Team of Canadian HR Experts - Here For You</b> <ul style="list-style-type: none"><li>Unlimited HR Advice</li><li>Independent Contractor Template</li><li>Employment Contract Templates</li><li>Unlimited HR Document Requests</li></ul>			
			<b>Discount</b> - <del>\$1,194.00</del>

# Terms & Conditions

## 1. Services Provided

All Services outlined above with pricing will be delivered. Services may be added at any point during the term of this agreement. For a complete outline of Services, you can reference the overviews provided or [www.hrcovered.com](http://www.hrcovered.com).

*HR Covered Inc.* ("The Service Provider") owns the intellectual property and service delivery; including related copyrights, trademarks and business methods; HR Covered Inc. is in the business of providing services to companies in various markets for the purpose of HR & OHS compliance, advice and support.

Township of McKellar wishes to obtain a membership to use the Services for the term of this Agreement. HR Covered Inc. hereby grants Township of McKellar a license to use the Services for internal use only at the registered business listed below for the term of this Agreement. Township of McKellar may not use, repurpose or sell the Services at any other business, whether owned by Township of McKellar or not. Township of McKellar agrees to the terms of the agreement as stated herein and the terms and conditions referenced in our [Terms of Service](#).

## 2. Confidential Information

1. Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to The Client's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by The Client either directly or indirectly in writing, orally or visually, to The Service Provider.

Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Service Provider,
- (ii) was in the possession of The Service Provider prior to receipt from The Client and was not acquired by The Service Provider from The Client under an obligation of confidentiality or non-use,
- (iii) is acquired by The Service Provider from a third party not under an obligation of confidentiality or non-use to The Client, or
- (iv) is independently developed by The Service Provider without use of any Confidential Information of The Client.

Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon The Client's earlier request, The Service Provider will deliver to the Client all of The Client's property or Confidential Information in a tangible form that The Service Provider may have in its possession or control. The Service Provider may retain one copy of the Confidential Information in its legal files.

## 3. Non Disclosure

Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by The Client, The Service Provider will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

The Service Provider may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, The Service Provider shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. The Service Provider shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care. You can reference our [Privacy Policy](#) for additional information.

## 4. Terms and Termination

This is a legally binding contract for the term provided herein. The Client may use the HR Covered Services for the term of the Agreement. At the end of the full term of the agreement the contract automatically converts to a month-to-month contract. You will be provided with a notice of your upcoming renewal at least 60 days in advance. Your monthly payment will be credited against

your credit card or account in perpetuity unless you notify us of your desire not to renew your membership or provide 60 days' notice from the next billing cycle.

**Cancellation:** HR Covered offers a **30-day Money Back Guarantee**. If you're not satisfied with the service you may terminate this agreement, no questions asked and receive a full refund within the first 30 days. After the 30-day mark, this agreement may only be canceled after the full term of the agreement is satisfied by giving sixty (60) days' written notice of cancellation to HR Covered Inc. In the unlikely event you wish to cancel mid-term, HR Covered reserves the right to bill 50% of the remaining agreement value. Any mid-term cancellation will be reviewed on a case-by-case basis and is subject to approval from HR Covered.

**Refunds:** HR Covered will issue a full refund within the first 30 days of any new membership. Any customers that choose to take advantage of promotions or discounts associated with prepaying for their service understand that no refunds will be given after this 30-day period.

## 5. Liability

You acknowledge that any product or products, consulting service, advice, or support provided via The Service Provider, or any other support or service provided by The Service Provider does not constitute legal advice. Services and support provided by The Service Provider are based on the experience of HR professionals in the field of human resources. The customer ultimately is responsible to determine the legality of their own actions and seek formal legal advice should they require.

Liability of The Service Provider for damages or any other form of action incurred in connection with the use of The Service Provider products, service or support provided by The Service Provider agreement shall be limited to the cost of the product or products and/or services provided. In no case will The Service Provider be liable for any other type of damages, including damages related to lost profits, earnings or income.

## 6. Entire Agreement

This Agreement is the entire agreement of the Parties related to the subject matter hereof and supersedes any and all prior representations, negotiations, agreements, and understandings, written and/or oral, between the Parties.

## 7. Amendment

This Agreement may not be amended, modified, or changed, in whole or in part, except by a written agreement signed by the Parties.

## 8. Payment

HR Covered will collect payment details upfront to provide the services. Once this document has been completed you will be redirected to our secure payment page to input your billing details. By filling in the payment information you agree that HR Covered Inc. may use those details to process payment for this agreement and all amounts defined in the pricing and terms listed above. Unless otherwise requested by you, HR Covered will also use those payment details for future transactions. You may change or cancel pre-authorized payments at any time with thirty (30) days' written notice to [payments@hrcovered.com](mailto:payments@hrcovered.com).

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the above Agreement. To obtain more information on your recourse rights, you may contact your financial institution.

## Agreement

By signing the document, HR Covered Inc. and Township of McKellar agree to the terms of this business proposal and form a contractual agreement that begins upon the date of signing.

*Vera Palmeri*

**CORPORATION OF THE TOWNSHIP OF MCKELLAR**

**BY-LAW NO. 2024-48**

**Being a By-law to Appoint a Deputy Fire Chief/Training Officer of the Township of McKellar Volunteer Fire Department**

**WHEREAS** the Council of the Corporation of the Township of McKellar has enacted By-law No. 2022-42, as amended, to establish and provide administration of a Volunteer Fire Department; and

**WHEREAS** the Council of the Corporation of the Township of McKellar deems it advisable to appoint a Deputy Fire Chief of the Township of McKellar Volunteer Fire Department;

**NOW THEREFORE** the Council of the Corporation of the Township of McKellar hereby enacts as follows:

1. **THAT** Dave Manchuk is appointed as Deputy Fire Chief/Training Officer of the Township of McKellar Volunteer Fire Department to serve from June 1, 2024.
2. **THAT** the Deputy Fire Chief shall be paid such remuneration as shall be established from time to time by resolution of Council.
3. **THAT** any and all By-laws contrary to hereto or inconsistent herewith be and the same are hereby repealed.

**READ** a **FIRST** and **SECOND** time this 4<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this 4<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator

**CORPORATION OF THE TOWNSHIP OF MCKELLAR****BY-LAW NO. 2024-49**

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**Being a By-law to amend By-law No. 95-12, with respect to lands legally described as PCL 15399 SEC SS; PT LT A CON 8 MCKELLAR PT 11 PSR1475 (195 Manitou Drive) and PCL 16022 SEC SS; PT LT A CON 8 MCKELLAR PT 10 PSR1475 (193 Manitou Drive) (EDC Custom Contracting)**

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**WHEREAS** By-law No. 95-12 regulates the use of land and the use and erection of buildings and structures within the Township of McKellar;

**AND WHEREAS** the Council of the Corporation of the Township of McKellar deems it advisable to amend By-law No. 95-12 as hereinafter set forth;

**AND WHEREAS** authority to pass such a by-law is provided by Section 34 of the *Planning Act, R.S.O. 1990, Chapter P.13* and amendments thereto;

**NOW THEREFORE** the Council of the Corporation of the Township of McKellar enacts as follows:

1. That Zoning By-law No. 95-12 is amended as follows:
  - 1.1 Schedule 'A' (Sheet 1) to Zoning By-law 95-12, is hereby further amended, by rezoning the retained lands from Consent Application B10/2024 located at PCL 16022 SEC SS; PT LT A CON 8 MCKELLAR PT 10 PSR1475, municipally addressed as 193 Manitou Drive, from the Waterfront Development 2 (WF2) Zone to the Special Provision 16.76 (SP 16.76) Zone as shown on Schedule 'A' attached hereto and forming a part of this By-law.
  - 1.2 Schedule 'A' (Sheet 1) to Zoning By-law 95-12, is hereby further amended by rezoning the benefitting lands from Consent Application B10/2024 located at PCL 15399 SEC SS; PT LT A CON 8 MCKELLAR PT 11 PSR1475, municipally addressed as 195 Manitou Drive, from the Waterfront Development 2 (WF2) Zone to the Special Provision 16.77 (SP 16.77) Zone as shown on Schedule 'A' attached hereto and forming a part of this By-law.
  - 1.3 Section 16 (Special Provisions) is further amended, by adding the following paragraph at the end of the section (16.76):

“Notwithstanding the requirements of this By-law, on lands located at PCL 16022 SEC SS; PT LT A CON 8 MCKELLAR PT 10 PSR1475, municipally addressed as 193 Manitou Drive, as identified as SP 16.76 on Schedule 'A' attached hereto, the requirements of the Waterfront Development 2 Zone shall apply, except:

    - a) The minimum lot area shall be 0.2 hectares.
    - b) The minimum lot frontage shall be 30.0 metres.
    - c) The minimum required interior side yard shall be 3.5 metres.
    - d) The requirements of the Waterfront Development 2 Zone shall apply to the construction of any future buildings or structures.

Notwithstanding the requirements of this By-law, on lands located at PCL 15399 SEC SS; PT LT A CON 8 MCKELLAR PT 11 PSR1475, municipally addressed as 195 Manitou Drive as identified as SP 16.77 on Schedule 'A' attached hereto, the requirements of the Waterfront Development 2 Zone shall apply, except:

- a) The minimum lot area shall be 0.2 hectares.
  - b) The minimum lot frontage shall be 30.0 metres.
  - c) The minimum required front yard shall be 9.0 metres.
  - d) The minimum required interior side yard shall be 3.0 metres.
  - e) The requirements of the Waterfront Development 2 Zone shall apply to the construction of any future buildings or structures."
2. Schedule 'A' attached hereto is hereby made part of this By-law.
  3. This By-law shall come into force and effect pursuant to the provisions of and Regulations made under the *Planning Act*, R.S.O. 1990.

**READ a FIRST and SECOND** time this 4<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator

**READ a THIRD** time and **PASSED** in **OPEN COUNCIL** this 4<sup>th</sup> day of June, 2024.

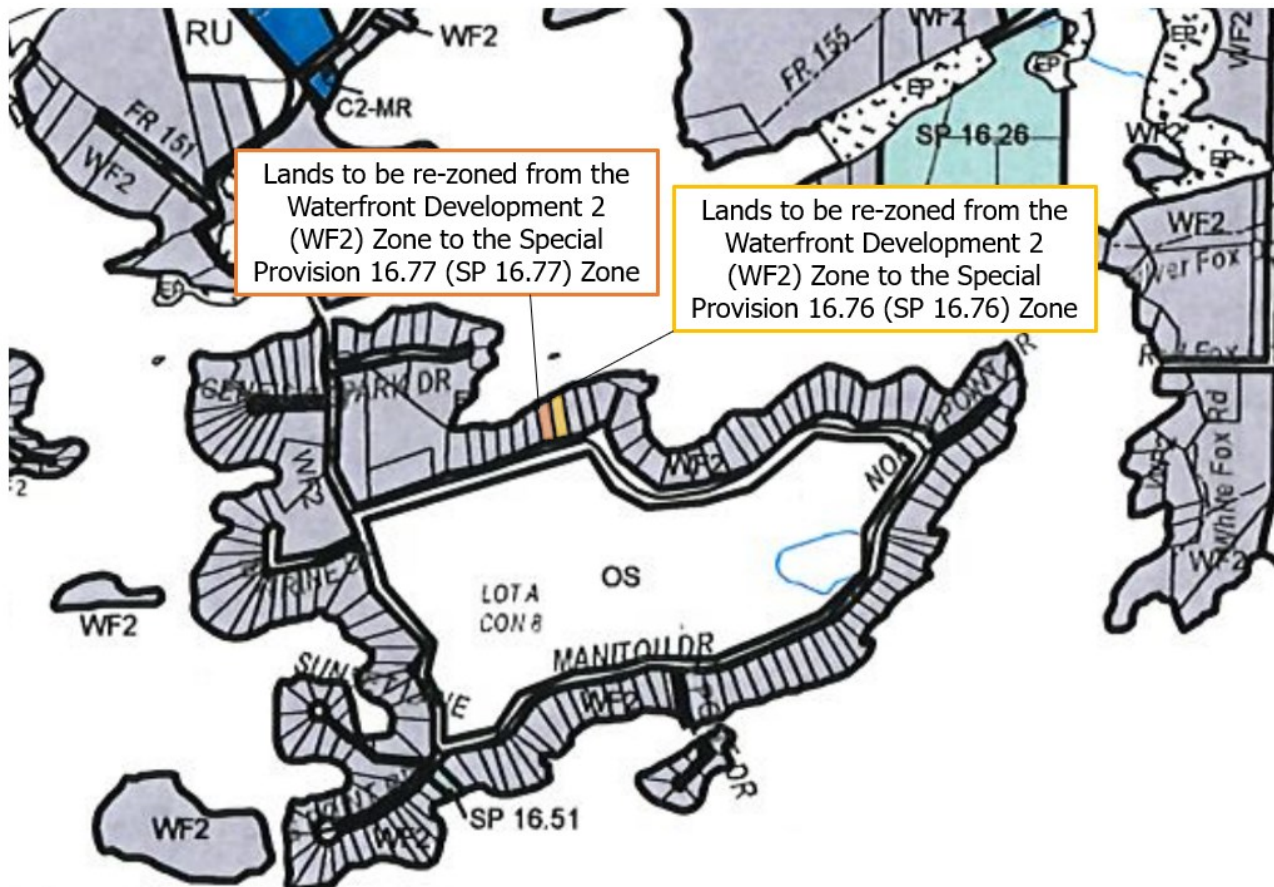
\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator



**SCHEDULE 'A'**

- 1. This is Schedule 'A' to By-law 2024-49, being a portion of 'Schedule A', Sheet 1 to Zoning By-law 95-12, passed this 4<sup>th</sup> day of June, 2024.



\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator

**Proposed Changes to Burning By-law****CORPORATION OF THE TOWNSHIP OF MCKELLAR****BY-LAW NO. 2024-XX**


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**Being a By-law to Prescribe Times for Setting Fires and  
Precautions / Restrictions for Burning and to  
Repeal By-law No. 2019-24, as amended**

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**WHEREAS** Section 7.1(b) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended, [Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 \(ontario.ca\)](#) provides that a Council of a municipality may pass by-laws regulating fire prevention, including the prevention of the spreading of fires and regulating the setting of open air fires, including establishing the times during which open air fires may be set;

**AND WHEREAS** section 2.4.4.4(1)(b) of the *Fire Code, O. Reg. 213/07*, as amended, [O. Reg. 213/07: FIRE CODE \(ontario.ca\)](#) prohibits open air burning unless approved, or unless such burning consists of a small, confined fire, supervised at all times, and used to cook food on a grill, barbeque or spit, and is commensurate with the type and quantity of food being cooked;

**AND WHEREAS** Section 128 of the *Municipal Act, 2001*, S. O. 2001, c. 25, as amended [Municipal Act, 2001, S.O. 2001, c. 25 \(ontario.ca\)](#) provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances; and

**AND WHEREAS** Section 391 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes Council to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it, and for costs payable by it for services or activities provided or done by or on behalf of any other municipality, or local board;

**AND WHEREAS** section 425(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, permits Council to pass by-laws providing that any person who contravenes any by-law of the municipality is guilty of an offence;

**AND WHEREAS** Section 429(1), subject to subsection (4), of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under this Act;

**AND WHEREAS** section 444 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that if a municipality is satisfied that a contravention of a by-law has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

**AND WHEREAS** Section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that where a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

~~**AND WHEREAS** section 6 of the *Farming and Food Production Protection Act, 1998*, S.O. 1998, c. 1 [Farming and Food Production Protection Act, 1998, S.O. 1998, c. 1 \(ontario.ca\)](#) provides that no municipal by-law applies to restrict a normal farm practice carried on as part of an agricultural operation;~~

**AND WHEREAS** *Ontario Regulation 207/96*, "Outdoor Fires," [O. Reg. 207/96: OUTDOOR FIRES \(ontario.ca\)](#) as amended by *Ontario Regulation 230/00*, made under the *Forest Fires Prevention Act*, regulates the burning of outdoor fires;

**AND WHEREAS** the Council of the Corporation of the Township of McKellar deems it expedient to regulate the setting of open fires, including establishing the times during which open air fires may be set;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar hereby enacts as follows:

## **1.0 DEFINITIONS:**

Definitions of words and phrases used in this By-law that are not included in the list of definitions supplied, have the meanings that are commonly assigned to them in the context in which they are used, taking into account the specialized use of terms with the various trades and professions to which the terminology applies.

For the purpose of this by-law the following definitions shall apply:

**“Campfire/Recreation Fire”** means a fire situated outdoors set for the purpose of cooking, warmth or recreational enjoyment; **and is included in the definition of open air fire;**

**“Camping Establishment”** means a tourist establishment of at least six **campsites** and comprising of land used or maintained as grounds for the camping or parking of trailers, motorized coach, truck campers, campers or tents but not including mobile homes;

**“Campsite”** means an area of land within a tent and trailer park or **camping establishment** which is designed to accommodate the placement of tents, travel trailers, motor coach or truck campers for the temporary quarters of a travelling or vacationing public;

**“Chief Fire Official”** means the Fire Chief of the **Township** and **Township** staff **or volunteers** as designated by the Fire Chief and approved by Council;

**“Chiminea”** means clay, porcelain or metal receptacle used for the purposes of burning and constitutes an **open air fire** under this by-law;

**“Combustible”** means able to catch fire and burn easily;

**“Controllable Fire”** means **any open air fire** that can be **extinguished** using resources on the **property**;

**“Debris Fire”** means **any open air fire** used to dispose of large branches, many leaves or unpainted/untreated wood, in the course of property maintenance.

**“Daytime Burning”** means **any burning** as approved by the Chief Fire Official or Designate between the hours of 10 am and 6 pm 7 days a week.

**“Extinguish”** means to put out or quench **any open air fire** completely, so that no smoke, hot or glowing embers are to remain;

**“Fire Ban”** means a ban, until further notice, of **any open-air fire** as declared by the **Chief Fire Official**, **Township designates**, or by the applicable Ministry, pursuant to this By-law;

**“Fire Chief”** means the person appointed by Council to act as Fire Chief for the Township of McKellar, as defined in the *Fire Protection and Prevention Act, 1997*, or a person designated by the Fire Chief with the approval of Council;

**“Fire Hazard Rating”** means one of the following ratings established from time to time by the Fire Chief and communicated publicly by the **Township** to indicate the risk of forest fires based on changing conditions: LOW, MODERATE, HIGH, EXTREME, **and RFZ (Restricted Fire Zone)**;

“**Fire Season**” means the period from April 1 to October 31 of each year, as set out in the *Forest Fires Prevention Act*, R.S.O. 1990, F.24, as amended;

“**Flammable Material**” means solids, liquids or vapours which could quickly ignite into flames or explode should sparks or flames or hot gases from an ignition or fire source come in contact with them;

“**Incinerator Fire**” means a non-combustible container used for the purposes of burning and constitutes an **open air fire** under this by-law;

“**Nuisance**” means excessive smoke, smell, airborne sparks or embers that is likely to disturb others, or that is likely to reduce visibility on roads in the vicinity of ~~the~~ **any fire or** Open Air Burning;

“**Occupant**” means an individual over the age of 18 years, in possession of the property, to whom the property is rented, leased or sold as evidenced by a deposit receipt, rental agreement or lease, contract for sale or deed;

“**Officer**” means a Municipal Law Enforcement Officer, Police Officer, **Chief Fire Official**, or any other person appointed by by-law to enforce the provisions of this By-law;

“**Open Air/~~Outdoors~~ Fire**” means a fire situated outdoors, whether burned in a container or on the ground, and includes a **chiminea, campfire/recreational fire, Debris Fire** and an **incinerator fire** but does not include an **outdoor campfire device**;

“**Open Air Burning Exemption**” an exemption that can be applied for by a homeowner/property owner who can demonstrate the ability to burn safely even if they do not meet the minimum clearances as required by this bylaw. Applications for an exemption can be made to the **Chief Fire Official**.

“**Outdoor campfire device**” means listed ULC or CSA gas (natural or propane) appliances, and includes a BBQ or heating unit that is fueled by charcoal and does not constitute an **open air fire** under this By-law;

“**Owner**” includes,

- (a) the registered owner of the land; and
- (b) the **person** for the time being managing or receiving the rent of the land, lot or premises in connection with which the word is used, whether on the **person’s** own account or as agent or trustee of any other **person**, or who would receive the rent if the land, lot and premises were let; and
- (c) a lessee or occupant of the lot who, under the terms of a lease, is required to repair and maintain the lot in accordance with the standards for the maintenance and occupancy of lot;

“**Permit**” means a Permit issued, at no charge, by the **Township** in accordance with this By-law and may reference a **Special Occasion Permit** or **Daytime Burning**;

“**Person**” includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

“**Property**” means a parcel of land which is capable of being legally conveyed;

“**Provincial Offences Act**” means the Provincial Offences Act, R.S.O. 1990, c. P. 33 and its regulations, as amended;

“**Public Land**” means any land registered in the name of the **Township**;



“**Restricted Fire Zone**” (RFZ) means a specific area in Ontario where Outdoor fires are not permitted for a specific period of time, pursuant to the *Forest Fires Prevention Act*, R.S.O. 1990, Chapter F.24 and *Ontario Regulation 207/96* (Outdoor Fires) made thereunder;

“**Special Occasion** fire on public land” means an open air fire for which a permit is required from the Chief Fire Official;

“**Township**” means the Corporation of the Township of McKellar or the land within the geographic limit of the Corporation of the Township of McKellar as the context requires.

## 2.0 APPLICATION

2.1 This by-law shall apply throughout the whole of the **Township**.

## 3.0 GENERAL PROVISIONS

3.1 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** on **Public** lands without a current valid **permit issued by the Chief Fire Official**.

3.2 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** in the **Township** other than in accordance with this By-law and the terms and conditions of this By-law.

3.3 An **owner** of **property** on which an **open air fire** has been set or permitted to burn shall be deemed to have permitted the **open air fire** and assumes all responsibility.

~~3.4 A person may conduct an open air burning if it is part of a normal farm practice carried on as part of an agricultural operation, as those terms are defined in the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c.1, on lands zoned for agricultural use.~~

3.4 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** during a **Fire Ban**.

3.5 Notwithstanding any other provision of this By-law, an **open air fire** may be set or maintained at any time of the day when **Fire Season** is not in effect.

3.6 Notwithstanding any provisions herein, no **person** shall set or maintain a fire; (a) in contravention of the Ontario Fire Code, the Environmental Protection Act, or any other statutory requirements of the Province of Ontario, or the Government of Canada; (b) on any highway, or public property within the Municipality; (c) on any asphalt surface; (d) in any park owned or operated by the Municipality without the written permission of the Municipality.

## 4. TERMS AND CONDITIONS OF AN OPEN AIR FIRE

4.1 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** in the **Township** other than in accordance with the following:

(a) where a **permit** is required (**Daytime Burning or Special Event**), the **permit** shall be available for inspection at the **property** upon request;

(b) no more than one (1) **controllable fire** on a **property**, except on a **campsite** or **camping establishment** at any time, unless otherwise approved by the **Chief Fire Official**;

(c) an **open air fire** shall not exceed 2 metres in diameter ~~or height or as otherwise restricted by this By-law~~ and shall not be less than 8 metres from a building, fence, hedge, other combustible material, highway, overhead wire or a property line or as otherwise restricted by this By-law;

(d) the burning only of brush, leaves and unpainted/untreated wood is permitted;

- (e) an **open air fire** shall be attended and supervised at all times by a **person** at least sixteen (16) years of age;
- (f) an **open air fire** shall not occur without appropriate extinguishing agents such as portable fire extinguishers, pressurized garden hose, shovel, rake, portable pump and hose, bobcat (or similar) being on-hand at all times until the **open air fire** is **extinguished**;
- (g) an **open air fire** shall be **extinguished** when not attended and supervised by a **person** at least sixteen (16) years of age;
- (h) an **open air fire** is not permitted when the wind velocity may cause the following unsafe conditions:
  - (i) a decrease in visibility on any highway, road or navigable channel;
  - (ii) the rapid spread of fire through grass, brush, forested area or other **property** that was not intended to be burned;
- (i) an **open air fire** shall not create excessive smoke;
- (j) an **open air fire** is not permitted during a **fire ban** or **RFZ**;
- (k) an **open air fire** shall not create a nuisance or have an adverse effect on a neighbouring **property owner**;
- (l) in conditions or a location that the **open air fire** is not safe from ignition to **extinguishment**;
- (m) ~~a safe distance from combustible structures or objects and flammable materials;~~
- (n) on a **property** other than on a **property** that the **person** owns or lawfully occupies;
- (o) ~~an open air fire shall be a minimum of three (3) metres from a building, fence, hedge, other combustible material, highway, overhead wire or a property line or as otherwise restricted by this By-law;~~
- (p) **permit-less burning** is between the hours of 6:00 p.m. on one day and no later than 10:00 a.m. the following day; **a Daytime Burning Permit shall be required between 10:00 a.m. and 6 p.m.;**
- (q) is only permitted during a low or moderate fire danger rating, unless otherwise permitted by this By-law;
- (r) **a Special Occasion permit** shall be available at the discretion of the Chief Fire Official, and may be cancelled at any time by the Chief Fire Official should conditions or applicable Ministry recommendations change. The permit holder shall indemnify and save harmless the Corporation of the Township of McKellar and its employees from any and all claims, demands, causes of action, costs or damages that the Township may suffer, incur or be liable for resulting from the open air burning as set out in this By-law, whether with or without negligence on the part of the permit holder, the permit holder's employees, directors, contractors and agents. The Chief Fire Official may refuse to issue a permit if (i) the proposed open air burning would contravene this By-law; or, (ii) the owner or permit holder has previously contravened any permit conditions or other provisions of this By-law.

## 5.0 GENERAL BURNING RESTRICTIONS FOR CAMPFIRE/RECREATION FIRES

- 5.1 Notwithstanding any other provision contained in this By-law, no **person** shall set, maintain, permit or cause to be set or maintained a **campfire/recreation fire** other than in accordance with the following:
- (a) the **campfire/recreation fire** shall not exceed ~~2~~ **1** metre in diameter or height;
  - (b) be a minimum of ~~1.5~~ **3** metres from a building, fence, hedge, other combustible material, **flammable** material, highway, overhead wire or a **property** line;
  - (c) ~~any time of day~~ during a low, moderate or high fire danger rating.
  - (d) ~~an campfire/recreational fire is not permitted during a fire ban or RFZ~~
  - (e) where the site of the **campfire/recreation fire** is ~~contained by~~ bare rock, ~~masonry~~ or non-combustible material for a minimum distance of one ~~(1)metre in diameter~~ **2 metres of clearance** from the ~~outer edge of the~~ **campfire/recreation fire**;
  - (f) ~~only 1 controllable campfire/recreational fire per property~~
  - (g) ~~shall not create excessive smoke or become a nuisance~~
  - (h) ~~shall be constantly attended by a responsible party a minimum of 16 years of age~~
  - (i) ~~shall not occur without appropriate extinguishing agents such as portable fire extinguishers, pressurized garden hose, shovel, rake, portable pump and hose, being on-hand at all times until the campfire/recreational fire is extinguished;~~
  - (j) CSA approved outdoor recreational fire simulators can only be fueled by propane fuel delivered via CSA approved/inspected delivery systems.

## ~~6.0 CAMPSITE AND CAMPING ESTABLISHMENT~~

~~6.1 Notwithstanding any other provision of this By-law, a campfire/recreation fire may be set, permitted or maintained in a campsite or camping establishment by a person registered with the campsite or camping establishment between the hours of 4:00 p.m. one day and no later than 10:00 a.m. the following day.~~

## 7.0 INCINERATOR FIRE

- 7.1 Notwithstanding any other provision of this By-law, no **person** shall set, maintain, permit or cause to be set or maintained an **incinerator fire** other than in accordance with the following:
- (a) with a screen cover in place during the **incinerator fire**;
  - (b) the size of the non-combustible container shall not exceed a size, more than 2 meters in diameter, by 1 meter in height.
  - (c) be a minimum of ~~three (3)~~ **eight (8)** metres from a building, fence, hedge, other combustible material, **flammable material**, highway, overhead wire or a **property** line;
  - (d) during a low or moderate fire danger rating;
  - (e) only paper, wood, brush, leaves or unpainted/untreated wood products are burned.

## 8.0 GRASS OR LEAF LITTER FIRE

8.1 Notwithstanding any other provision of this By-law, no person shall set, maintain, permit or cause to be set or maintained a grass or leaf litter fire other than in accordance with the following, in addition to the General Provisions/Conditions of Sections 3 and 4 above:

- (a) the total area to be burned does not exceed 1.0 hectare;
- (b) the length of the flaming edge does not exceed thirty (30) metres;
- (c) the fire is started between the hours of 6:00 p.m. one day and no later than 10:00 a.m. the following day;
- (d) during a low or moderate fire danger rating;
- (e) a responsible person is available to tend the fire until the fire is extinguished;
- (f) the person tending the fire has tools and/or water adequate to contain the fire within the fire site.

## 9.0 DECLARATION OF A FIRE BAN AND FIRE DANGER RATINGS

9.1 The **Chief Fire Official** is responsible for establishing and declaring fire danger ratings and a **Fire Ban**. A graphical depiction of the fire danger ratings is outlined on Schedule A to the By-law.

9.2 A Fire Danger Rating or a **Fire Ban** may be posted or advertised through the local media, on the **Township's** website or on Fire Danger Rating signs within the **Township**. All **Special Occasion** and **Daytime Burning** permits will be suspended.

9.3 Any persons found to be burning, setting off fireworks, or lighting or releasing a Chinese lantern during a declared and established **Fire Ban** shall be subject to a municipal fine in the amount equivalent to the current Ministry of Transportation (MTO) rates per apparatus response automatically for a second occurrence and at the discretion of the Chief Fire Official in the first offence;

9.4 Any persons found to be burning or setting off fireworks in a **Restricted Fire Zone** (RFZ) shall be subject to fines as levied by the Ministry of Natural Resources and Forestry as referenced at [www.ontario.ca](http://www.ontario.ca).

## 10.0 PERMIT

10.1 A **person** making an application for a **Special Occasion Permit** on **public land**, **Daytime Burning permit**, or **Open Air Burning Exemption** shall:

- (a) submit a complete application in the form provided by the **Township**;
- (b) submit plans showing the location of buildings in relation to **property** lines;
- (c) submit any other documents as may be required by the **Township**;

10.2 A **permit** is valid for the event and period of time for which it is issued.

10.3 A **permit** is valid only for the **property** identified on the **permit**.

10.4 A **permit** is not transferable.

10.5 The **Chief Fire Official** may:

- (a) refuse to issue a **permit** where a **person** has previously failed to comply with the terms and conditions of a **permit** or the provisions of this By-law;



- (b) impose any additional terms or conditions that he considers necessary in the interest of public safety;
- (c) vary the terms and conditions of a **permit** upon conducting an inspection and determining safety is maintained through approved site specific terms and conditions;
- (d) revoke a **permit** for failing to comply with the terms and conditions of a **permit** or the provisions of this By-law;
- (e) issue a **permit** for an **open air fire** to be set during hours not otherwise permitted by this By-law.

10.6 The **Chief Fire Official** is hereby delegated authority to issue a **permit** in accordance with the provisions of this By-law.

## 11.0 PROHIBITIONS

11.1 (a) No person shall:

- (i) start or tend an **open air fire**, or permit an **open air fire** to be set or maintained contrary to any provision of this By-law;
- (ii) contravene any conditions of setting or tending an **open air fire** under this By-law;
- (iii) contravene any conditions of a permit issued under this By-law;
- (iv) contravene an official order to discontinue **open air fire** activity;
- (v) contravene an official order to extinguish an **open air fire**.

## 12.0 TOWNSHIP & PROVINCIAL AGENTS EXEMPT

12.1 The **Township** and the Ministry are exempt from the provisions of this By-law.

## 13.0 RIGHT OF ENTRY

13.1 An **Officer** may enter at all reasonable times upon any **property** to ascertain whether the provisions of this By-law are obeyed and to enforce and carry into effect the provisions of this By-law.

13.2 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, an **Officer** from carrying out inspections of **property** to ensure compliance with this Bylaw.

13.3 An **Officer** must, upon request, display or produce proper identification.

13.4 ~~A person exercising a power of entry shall not enter or remain in any room or place actually being used as a dwelling unless the consent of the occupier is obtained, the occupier first having been informed that the right of entry may be refused, and if refused, may only be made under the authority of an order issued under section 438 of the *Municipal Act, 2001*, a warrant issued under section 439 of the *Municipal Act, 2001*, or a warrant under section 386.3 of the *Municipal Act, 2001*.~~

(Just an FYI 13.4 removed as powers provided to me under the FPPA are such that I may enter any premises at any time and take any photos or secure any evidence in the event that I have reasonable grounds to suspect an immediate danger to life and health or property, or the possibility of danger to life and health or property. This is a warrantless entry right and includes the property involved as well as neighboring properties should access be required in the course of duty. This was removed to avoid confusion should I some day need to exercise this right.)

## 14.0 OBSTRUCTION

- 14.1 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power, or performing a duty under this By-law.
- 14.2 Any **person**, who has been alleged to have contravened any of the provisions of this By-law, shall identify himself/herself to the **Officer** upon request. Failure to do so shall be deemed to have obstructed or hindered the **Officer** in the execution of his/her duties.
- 14.3 A refusal of consent to enter or to remain in a room or place actually used as a dwelling does not constitute hindering or obstruction within the meaning of subsection 13.4 unless the **Township** is acting under an order under Section 438 of the *Municipal Act*, or a warrant under Section 439 of the *Municipal Act*, or in the circumstances described in Section 437(d) or (e) of the *Municipal Act* or in accordance with the powers as dictated under the F.P.P.A. 1997.

## 15.0 ENFORCEMENT AND PENALTY

- 15.1 The enforcement of this By-law shall be conducted by an **Officer**.
- 15.2 Every **person** who contravenes any provision of this By-law or every director or **Officer** of a corporation, who knowingly concurs in the contravention by a corporation is guilty of an offence and upon conviction is liable to a fine as provided for under the **Provincial Offences Act**.
- 15.3 Upon conviction any penalty imposed under this By-law may be collected under the authority of the **Provincial Offences Act**.

## 16.0 RECOVERY OF COSTS

- 16.1 In addition to any fines or penalties established elsewhere in accordance with this By-law, the **person(s)** responsible for setting or maintaining, or permitting to be set or maintained, an **Open Air Fire** and/or the **property owners** shall be liable to the **Township** by way of a fee or charge, as calculated in accordance with Schedule B to this By-law, on account of those costs and expenses incurred by the **Township** including:
- (a) Investigating and responding to a complaint made to the **Township**, the **Chief Fire Official**, an **Officer** or by any **person** acting reasonably and in good faith, which results from setting and/or maintenance of the **Open Air Fire** and, in the opinion of the **Chief Fire Official** or other **Officer**, the smoke or emissions from such **Open Air Fire** are causing or have caused actual discomfort to the complainant, or was in violation of a By-law;
- (b) The dispatching of an **Officer**, a Fire Department and/or other agencies, their vehicles, equipment or aircraft, and fire-fighting and/or emergency support personnel for the purpose of: investigating a complaint and/or initiating the controlling or extinguishing an **Open Air Fire** that is in violation of the By-law.
- 16.2 All fees and charges payable under this By-law, are due and owing to the **Township** within thirty (30) days of the date of an invoice rendered to the **person** liable to pay them.
- 16.3 All overdue accounts shall accrue interest at the rate of 1.25% per month (15% per annum), calculated monthly, from the due date until paid in full.
- 16.4 If a **person** who sets or maintains an **Open Air Fire** contrary to this By-law is not the **owner** of the **property** but occupies or is using the **property** with the **owner's** consent, the **owner** and the **person** conducting the **Open Air Fire** shall be jointly and severally liable to pay any fees and charges imposed by this By-law.

16.5 All fees and charges payable under this By-law constitute a debt of the **person** liable for payment of them to the **Township** and, in the case of **owners** of a **property** being responsible for payment of the fees and charges, the **Township** may add the amount owing to the tax roll for the **owner(s)** real property and collect them in like manner as municipal taxes.

**17.0 SEVERABILITY**

17.1 If any section, clause or provision of this By-law is for any reason declared to be invalid by a court of competent jurisdiction, the same shall not affect the validity of the By-law as a whole or in part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed.

**18.0 SINGULAR AND PLURAL**

18.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

**19.0 SHORT TITLE**

19.1 The short title of this By-law is the “Open Air Burning By-law”.

**20.0 ADMINISTRATION**

20.1 That By-law No. 2019-24 and By-law No. 2023-53, an amendment to By-law No. 2019-24, are hereby repealed.

20.2 This By-Law shall come into force and take effect on the date of its passing.

READ a FIRST and SECOND TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

READ a THIRD time and PASSED in OPEN COUNCIL this \_\_\_\_ day of \_\_\_\_\_, 2024.

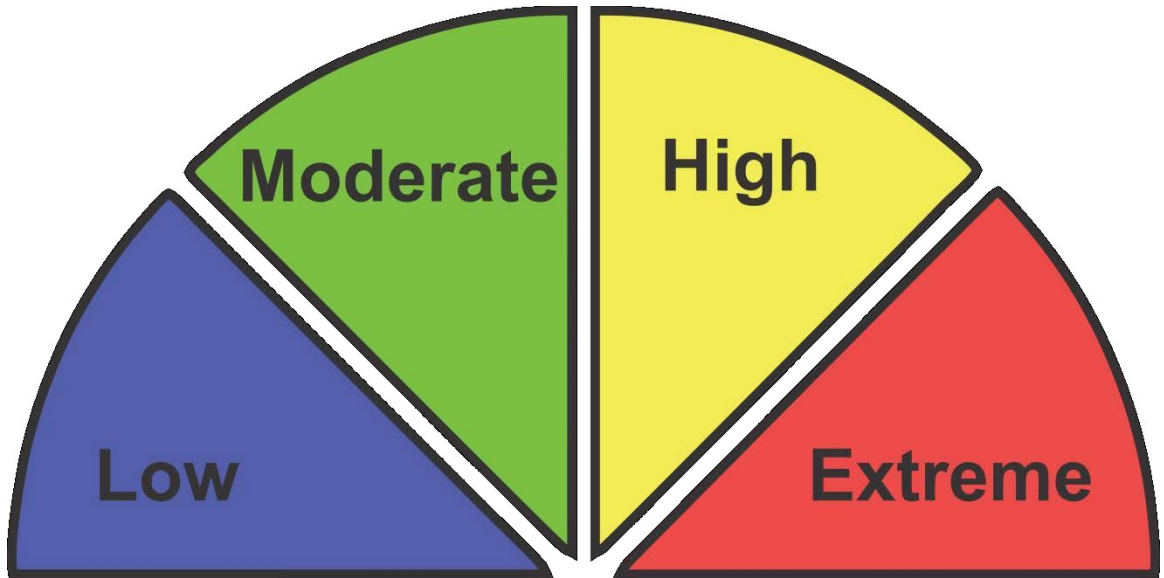
\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Schedule "A" of By-law No. 2024- XX

FIRE RATINGS



<b>LOW</b>			<b>EXTREME</b>
<p><b>LOW and MODERATE FIRE RATINGS:</b></p> <p>No person shall start an <b>open air fire</b> during the <b>Fire Season</b> (April 1<sup>st</sup> to October 31<sup>st</sup>) other than between the hours of <b>6:00 p.m.</b> one day and <b>10:00 a.m.</b> the following day.</p> <p>A <b>Campfire/Recreation Fire</b> at a <b>Campsite</b> or <b>Camping Establishment</b> may be conducted between the hours of <b>4:00 p.m.</b> one day and <b>10:00 a.m.</b> the following day.</p>		<p>Fire Danger is <b>SERIOUS</b></p> <p>An <b>open air fire</b> is <b>not</b> permitted except a <b>Campfire/Recreation Fire</b></p>	<p>Fire Danger is <b>EXTREMELY HIGH</b></p> <p><b>NO OPEN BURNING</b> of any kind!</p> <p><b>TOTAL FIRE BAN DECLARED</b></p>

**THE CORPORATION OF THE TOWNSHIP OF THE MCKELLAR**

**Schedule “B part 1, of By-law No. 2024- XX**

**COSTS OF INVESTIGATION / ENFORCEMENTS PER SECTION 16.1**

<b>ITEM</b>	<b>AUTHORITY SECTION</b>	<b>RELATED COSTS MAY INCLUDE</b>	<b>CALCULATED &amp; DOCUMENTED BY</b>
Responding to a Scene	Section 16.1	TIME, per <b>Officer</b> @ \$50.00 per hour	<b>Officer’s</b> time sheets & related video/photos
Occurrence and Investigation Time	Section 16.1	TIME, per <b>Officer</b> @ \$75.00 per hour	<b>Officer’s</b> time sheets & related video/photos
Court – <b>Officer</b> Time	Section 16.1	TIME, per <b>Officer</b> @ \$75.00 per hour	<b>Officer’s</b> time sheets & related video/photos
Court – Prosecutor(s) Costs	Section 16.1	TIME, as per Prosecutor’s Case Invoice	Legal Invoice(s)
Administrative Costs	Section 16.1	Staff TIME	Office Staff & <b>Officer(s)</b> logged hours
Equipment/Apparatus Cost	Section 16.1	Current MTO Rate plus personnel plus any additional costs per incident. Total replacement cost for every or any damaged unit of equipment or material used in the response	Current rate set by MTO on the day(s) of the occurrence, personnel time sheets, replacement cost at the time of the occurrence

**SCHEDULE “B part 2” of By-law No. 2024- XX COST OF: FIRE CONTAINMENT and/or SUPPRESSION SERVICES AND FEES**

The cost(s) for all Fire Control equipment or devices, or suppression personnel, are based on the current MTO rates.

This shall be calculated from the initial dispatch of The Fire Department or support agency under contract or agreement, until such time as each is back in service and the vehicle/device or personnel are back at their base and have been returned to operational level.

The above category Costs will be invoiced by the **Township** and will be due thirty days from the date of the invoice and interest shall accrue and be added to the amount at the rate of 1.25% per month commencing 30 days following the delivery or sending of the invoice.

These fees are in addition to any fines or penalties established elsewhere, in accordance with this By-law.

**NOTE:** The above cost and fee schedule(s) “B” parts 1 & 2- may be amended at any time at the discretion of the Council of the **Township of McKellar**.

CORPORATION OF THE TOWNSHIP OF MCKELLAR

BY-LAW NO. 2024-38

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Being a By-law to Prescribe Times for Setting Fires and  
Precautions / Restrictions for Burning and to  
Repeal By-law No. 2019-24, as amended

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**WHEREAS** Section 7.1(b) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997,c.4, as amended, [Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 \(ontario.ca\)](#) provides that a Council of a municipality may pass by-laws regulating fire prevention, including the prevention of the spreading of fires and regulating the setting of open air fires, including establishing the times during which open air fires may be set;

**AND WHEREAS** section 2.4.4.4(1)(b) of the *Fire Code, O. Reg. 213/07*, as amended, [O. Reg. 213/07: FIRE CODE \(ontario.ca\)](#) prohibits open air burning unless approved, or unless such burning consists of a small, confined fire, supervised at all times, and used to cook food on a grill, barbeque or spit, and is commensurate with the type and quantity of food being cooked;

**AND WHEREAS** Section 128 of the *Municipal Act, 2001*, S. O. 2001, c. 25, as amended [Municipal Act, 2001, S.O. 2001, c. 25 \(ontario.ca\)](#) provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances; and

**AND WHEREAS** Section 391 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes Council to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it, and for costs payable by it for services or activities provided or done by or on behalf of any other municipality, or local board;

**AND WHEREAS** section 425(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, permits Council to pass by-laws providing that any person who contravenes any by-law of the municipality is guilty of an offence;

**AND WHEREAS** Section 429(1), subject to subsection (4), of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under this Act;

**AND WHEREAS** section 444 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that if a municipality is satisfied that a contravention of a by-law has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

**AND WHEREAS** Section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that where a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

**AND WHEREAS** *Ontario Regulation 207/96*, "Outdoor Fires," [O. Reg. 207/96: OUTDOOR FIRES \(ontario.ca\)](#) as amended by *Ontario Regulation 230/00*, made under the *Forest Fires Prevention Act*, regulates the burning of outdoor fires;

**AND WHEREAS** the Council of the Corporation of the Township of McKellar deems it expedient to regulate the setting of open fires, including establishing the times during which open air fires may be set;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of McKellar hereby enacts as follows:

## **1.0 DEFINITIONS:**

Definitions of words and phrases used in this By-law that are not included in the list of definitions supplied, have the meanings that are commonly assigned to them in the context in which they are used, taking into account the specialized use of terms with the various trades and professions to which the terminology applies.

For the purpose of this by-law the following definitions shall apply:

**“Campfire/Recreation Fire”** means a fire situated outdoors set for the purpose of cooking, warmth or recreational enjoyment; and is included in the definition of **open air** fire;

**“Camping Establishment”** means a tourist establishment of at least six **campsites** and comprising of land used or maintained as grounds for the camping or parking of trailers, motorized coach, truck campers, campers or tents but not including mobile homes;

**“Campsite”** means an area of land within a tent and trailer park or **camping establishment** which is designed to accommodate the placement of tents, travel trailers, motor coach or truck campers for the temporary quarters of a travelling or vacationing public;

**“Chief Fire Official”** means the Fire Chief of the **Township** and **Township** staff or volunteers as designated by the Fire Chief and approved by Council;

**“Chiminea”** means clay, porcelain or metal receptacle used for the purposes of burning and constitutes an **open air fire** under this by-law;

**“Combustible”** means able to catch fire and burn easily;

**“Controllable Fire”** means any **open air fire** that can be **extinguished** using resources on the **property**;

**“Debris Fire”** means any **open air fire** used to dispose of large branches, many leaves or unpainted/untreated wood, in the course of property maintenance.

**“Daytime Burning”** means any burning as approved by the Chief Fire Official or Designate between the hours of 10 am and 6 pm 7 days a week.

**“Extinguish”** means to put out or quench any **open air fire** completely, so that no smoke, hot or glowing embers are to remain;

**“Fire Ban”** means a ban, until further notice, of any **open-air fire** as declared by the **Chief Fire Official**, Township designates, or by the applicable Ministry, pursuant to this By-law;

**“Fire Chief”** means the person appointed by Council to act as Fire Chief for the Township of McKellar, as defined in the *Fire Protection and Prevention Act, 1997*, or a person designated by the Fire Chief with the approval of Council;

**“Fire Hazard Rating”** means one of the following ratings established from time to time by the Fire Chief and communicated publicly by the **Township** to indicate the risk of forest fires based on changing conditions: LOW, MODERATE, HIGH, EXTREME, and RFZ (Restricted Fire Zone);

**“Fire Season”** means the period from April 1 to October 31 of each year, as set out in the *Forest Fires Prevention Act, R.S.O. 1990, F.24*, as amended;



**“Flammable Material”** means solids, liquids or vapours which could quickly ignite into flames or explode should sparks or flames or hot gases from an ignition or fire source come in contact with them;

**“Incinerator Fire”** means a non-combustible container used for the purposes of burning and constitutes an **open air fire** under this by-law;

**“Nuisance”** means excessive smoke, smell, airborne sparks or embers that is likely to disturb others, or that is likely to reduce visibility on roads in the vicinity of any fire or Open Air Burning;

**“Occupant”** means an individual over the age of 18 years, in possession of the property, to whom the property is rented, leased or sold as evidenced by a deposit receipt, rental agreement or lease, contract for sale or deed;

**“Officer”** means a Municipal Law Enforcement Officer, Police Officer, **Chief Fire Official**, or any other person appointed by by-law to enforce the provisions of this By-law;

**“Open Air Fire”** means a fire situated outdoors, whether burned in a container or on the ground, and includes a **chiminea, campfire/recreational fire, Debris Fire** and an **incinerator fire** but does not include an **outdoor campfire device**;

**“Open Air Burning Exemption”** an exemption that can be applied for by a homeowner/property owner who can demonstrate the ability to burn safely even if they do not meet the minimum clearances as required by this bylaw. Applications for an exemption can be made to the **Chief Fire Official**.

**“Outdoor campfire device”** means listed ULC or CSA gas (natural or propane) appliances, and includes a BBQ or heating unit that is fueled by charcoal and does not constitute an **open air fire** under this By-law;

**“Owner”** includes,

- (a) the registered owner of the land; and
- (b) the **person** for the time being managing or receiving the rent of the land, lot or premises in connection with which the word is used, whether on the **person’s** own account or as agent or trustee of any other **person**, or who would receive the rent if the land, lot and premises were let; and
- (c) a lessee or occupant of the lot who, under the terms of a lease, is required to repair and maintain the lot in accordance with the standards for the maintenance and occupancy of lot;

**“Permit”** means a Permit issued, at no charge, by the **Township** in accordance with this By-law and may reference a **Special Occasion Permit** or Daytime Burning;

**“Person”** includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

**“Property”** means a parcel of land which is capable of being legally conveyed;

**“Provincial Offences Act”** means the Provincial Offences Act, R.S.O. 1990, c. P. 33 and its regulations, as amended;

**“Public Land”** means any land registered in the name of the **Township**;

**“Restricted Fire Zone”** (RFZ) means a specific area in Ontario where Outdoor fires are not permitted for a specific period of time, pursuant to the *Forest Fires Prevention Act*, R.S.O. 1990, Chapter F.24 and *Ontario Regulation 207/96* (Outdoor Fires) made thereunder;



“**Special Occasion** fire on public land” means an open air fire for which a permit is required from the Chief Fire Official;

“**Township**” means the Corporation of the Township of McKellar or the land within the geographic limit of the Corporation of the Township of McKellar as the context requires.

## 2.0 APPLICATION

2.1 This by-law shall apply throughout the whole of the **Township**.

## 3.0 GENERAL PROVISIONS

- 3.1 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** on **Public** lands without a current valid **permit issued by the Chief Fire Official**.
- 3.2 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** in the **Township** other than in accordance with this By-law and the terms and conditions of this By-law.
- 3.3 An **owner** of **property** on which an **open air fire** has been set or permitted to burn shall be deemed to have permitted the **open air fire** and assumes all responsibility.
- 3.4 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** during a **Fire Ban**.
- 3.5 Notwithstanding any other provision of this By-law, an **open air fire** may be set or maintained at any time of the day when **Fire Season** is not in effect.
- 3.6 Notwithstanding any provisions herein, no **person** shall set or maintain a fire; (a) in contravention of the Ontario Fire Code, the Environmental Protection Act, or any other statutory requirements of the Province of Ontario, or the Government of Canada; (b) on any highway, or public property within the Municipality; (c) on any asphalt surface; (d) in any park owned or operated by the Municipality without the written permission of the Municipality.

## 4. TERMS AND CONDITIONS OF AN OPEN AIR FIRE

- 4.1 No **person** shall set, maintain, permit or cause to be set or maintained an **open air fire** in the **Township** other than in accordance with the following:
- (a) where a **permit** is required (Daytime Burning or Special Event), the **permit** shall be available for inspection at the **property** upon request;
  - (b) no more than one (1) **controllable fire** on a **property**, except on a **campsite** or **camping establishment** at any time, unless otherwise approved by the **Chief Fire Official**;
  - (c) an **open air fire** shall not exceed 2 metres in diameter and shall not be less than 8 metres from a building, fence, hedge, other combustible material, highway, overhead wire or a property line or as otherwise restricted by this By-law;
  - (d) the burning only of brush, leaves and unpainted/untreated wood is permitted;
  - (e) an **open air fire** shall be attended and supervised at all times by a **person** at least sixteen (16) years of age;
  - (f) an **open air fire** shall not occur without appropriate extinguishing agents such as portable fire extinguishers, pressurized garden hose, shovel, rake, portable pump and hose, bobcat (or similar) being on-hand at all times until the **open air fire** is **extinguished**;

- (g) an **open air fire** shall be **extinguished** when not attended and supervised by a **person** at least sixteen (16) years of age;
- (h) an **open air fire** is not permitted when the wind velocity may cause the following unsafe conditions:
  - (i) a decrease in visibility on any highway, road or navigable channel;
  - (ii) the rapid spread of fire through grass, brush, forested area or other **property** that was not intended to be burned;
- (i) an **open air fire** shall not create excessive smoke;
- (j) an **open air fire** is not permitted during a **fire ban** or RFZ;
- (k) an **open air fire** shall not create a nuisance or have an adverse effect on a neighbouring **property owner**;
- (l) in conditions or a location that the **open air fire** is not safe from ignition to **extinguishment**;
- (m) on a **property** other than on a **property** that the **person** owns or lawfully occupies;
- (n) permit-less burning is between the hours of 6:00 p.m. on one day and no later than 10:00 a.m. the following day; a Daytime Burning Permit shall be required between 10:00 a.m. and 6 p.m.;
- (o) is only permitted during a low or moderate fire danger rating, unless otherwise permitted by this By-law;
- (p) a **Special Occasion permit** shall be available at the discretion of the Chief Fire Official, and may be cancelled at any time by the Chief Fire Official should conditions or applicable Ministry recommendations change. The permit holder shall indemnify and save harmless the Corporation of the Township of McKellar and its employees from any and all claims, demands, causes of action, costs or damages that the Township may suffer, incur or be liable for resulting from the open air burning as set out in this By-law, whether with or without negligence on the part of the permit holder, the permit holder's employees, directors, contractors and agents. The Chief Fire Official may refuse to issue a permit if (i) the proposed open air burning would contravene this By-law; or, (ii) the owner or permit holder has previously contravened any permit conditions or other provisions of this By-law.

## 5.0 GENERAL BURNING RESTRICTIONS FOR CAMPFIRE/RECREATION FIRES

- 5.1 Notwithstanding any other provision contained in this By-law, no **person** shall set, maintain, permit or cause to be set or maintained a **campfire/recreation fire** other than in accordance with the following:
- (a) the **campfire/recreation fire** shall not exceed 1 metre in diameter or height;
  - (b) be a minimum of 3 metres from a building, fence, hedge, other combustible material, **flammable** material, highway, overhead wire or a **property** line;
  - (c) any time of day during a low, moderate or high fire danger rating.
  - (d) an **campfire/recreational fire** is not permitted during a **fire ban** or RFZ
  - (e) where the site of the **campfire/recreation fire** is contained by bare rock, masonry or non-combustible material for a minimum distance of one 2 metres of clearance from the outer edge of the **campfire/recreation fire**;

- (f) only 1 controllable campfire/recreational fire per property
- (g) shall not create excessive smoke or become a **nuisance**
- (h) shall be constantly attended by a responsible party a minimum of 16 years of age
- (i) shall not occur without appropriate extinguishing agents such as portable fire extinguishers, pressurized garden hose, shovel, rake, portable pump and hose, being on-hand at all times until the **campfire/recreational fire** is **extinguished**;
- (j) CSA approved outdoor recreational fire simulators can only be fueled by propane fuel delivered via CSA approved/inspected delivery systems.

## 6.0 INCINERATOR FIRE

- 6.1 Notwithstanding any other provision of this By-law, no **person** shall set, maintain, permit or cause to be set or maintained an **incinerator fire** other than in accordance with the following:
- (a) with a screen cover in place during the **incinerator fire**;
  - (b) the size of the non-combustible container shall not exceed a size, more than 2 meters in diameter, by 1 meter in height.
  - (c) be a minimum of eight (8) metres from a building, fence, hedge, other combustible material, **flammable material**, highway, overhead wire or a **property** line;
  - (d) during a low or moderate fire danger rating;
  - (e) only paper, wood, brush, leaves or unpainted/untreated wood products are burned.

## 7.0 GRASS OR LEAF LITTER FIRE

- 7.1 Notwithstanding any other provision of this By-law, no person shall set, maintain, permit or cause to be set or maintained a grass or leaf litter fire other than in accordance with the following, in addition to the General Provisions/Conditions of Sections 3 and 4 above:
- (a) the total area to be burned does not exceed 1.0 hectare;
  - (b) the length of the flaming edge does not exceed thirty (30) metres;
  - (c) the fire is started between the hours of 6:00 p.m. one day and no later than 10:00 a.m. the following day;
  - (d) during a low or moderate fire danger rating;
  - (e) a responsible person is available to tend the fire until the fire is extinguished;
  - (f) the person tending the fire has tools and/or water adequate to contain the fire within the fire site.

## 8.0 DECLARATION OF A FIRE BAN AND FIRE DANGER RATINGS

- 8.1 The **Chief Fire Official** is responsible for establishing and declaring fire danger ratings and a **Fire Ban**. A graphical depiction of the fire danger ratings **is** outlined on Schedule A to the By-law.
- 8.2 A Fire Danger Rating or a **Fire Ban** may be posted or advertised through the local media, on the **Township's** website or on Fire Danger Rating signs within the **Township**. All **Special Occasion** and Daytime Burning permits will be suspended.
- 8.3 Any persons found to be burning, setting off fireworks, or lighting or releasing a Chinese lantern during a declared and established **Fire Ban** shall be subject to

a municipal fine in the amount equivalent to the current Ministry of Transportation (MTO) rates per apparatus response automatically for a second occurrence and at the discretion of the Chief Fire Official in the first offence;

8.4 Any persons found to be burning or setting off fireworks in a **Restricted Fire Zone (RFZ)** shall be subject to fines as levied by the Ministry of Natural Resources and Forestry as referenced at [www.ontario.ca](http://www.ontario.ca).

## 9.0 PERMIT

9.1 A **person** making an application for a **Special Occasion Permit** on **public land**, Daytime Burning permit, or Open Air Burning Exemption shall:

- (a) submit a complete application in the form provided by the **Township**;
- (b) submit plans showing the location of buildings in relation to **property** lines;
- (c) submit any other documents as may be required by the **Township**;

9.2 A **permit** is valid for the event and period of time for which it is issued.

9.3 A **permit** is valid only for the **property** identified on the **permit**.

9.4 A **permit** is not transferable.

9.5 The **Chief Fire Official** may:

- (a) refuse to issue a **permit** where a **person** has previously failed to comply with the terms and conditions of a **permit** or the provisions of this By-law;
- (b) impose any additional terms or conditions that he considers necessary in the interest of public safety;
- (c) vary the terms and conditions of a **permit** upon conducting an inspection and determining safety is maintained through approved site specific terms and conditions;
- (d) revoke a **permit** for failing to comply with the terms and conditions of a **permit** or the provisions of this By-law;
- (e) issue a **permit** for an **open air fire** to be set during hours not otherwise permitted by this By-law.

9.6 The **Chief Fire Official** is hereby delegated authority to issue a **permit** in accordance with the provisions of this By-law.

## 10.0 PROHIBITIONS

10.1 (a) No person shall:

- (i) start or tend an **open air fire**, or permit an **open air fire** to be set or maintained contrary to any provision of this By-law;
- (ii) contravene any conditions of setting or tending an **open air fire** under this By-law;
- (iii) contravene any conditions of a permit issued under this By-law;
- (iv) contravene an official order to discontinue **open air fire** activity;
- (v) contravene an official order to extinguish an **open air fire**.

## 11.0 TOWNSHIP & PROVINCIAL AGENTS EXEMPT

11.1 The **Township** and the Ministry are exempt from the provisions of this By-law.

## 12.0 RIGHT OF ENTRY

- 12.1 An **Officer** may enter at all reasonable times upon any **property** to ascertain whether the provisions of this By-law are obeyed and to enforce and carry into effect the provisions of this By-law.
- 12.2 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, an **Officer** from carrying out inspections of **property** to ensure compliance with this By-law.
- 12.3 An **Officer** must, upon request, display or produce proper identification.

## 13.0 OBSTRUCTION

- 13.1 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power, or performing a duty under this By-law.
- 13.2 Any **person**, who has been alleged to have contravened any of the provisions of this By-law, shall identify himself/herself to the **Officer** upon request. Failure to do so shall be deemed to have obstructed or hindered the **Officer** in the execution of his/her duties.
- 13.3 A refusal of consent to enter or to remain in a room or place actually used as a dwelling does not constitute hindering or obstruction within the meaning of subsection 13.4 unless the **Township** is acting under an order under Section 438 of the *Municipal Act*, or a warrant under Section 439 of the *Municipal Act*, or in the circumstances described in Section 437(d) or (e) of the *Municipal Act* or in accordance with the powers as dictated under the F.P.P.A. 1997.

## 14.0 ENFORCEMENT AND PENALTY

- 14.1 The enforcement of this By-law shall be conducted by an **Officer**.
- 14.2 Every **person** who contravenes any provision of this By-law or every director or **Officer** of a corporation, who knowingly concurs in the contravention by a corporation is guilty of an offence and upon conviction is liable to a fine as provided for under the **Provincial Offences Act**.
- 14.3 Upon conviction any penalty imposed under this By-law may be collected under the authority of the **Provincial Offences Act**.

## 15.0 RECOVERY OF COSTS

- 15.1 In addition to any fines or penalties established elsewhere in accordance with this By-law, the **person(s)** responsible for setting or maintaining, or permitting to be set or maintained, an **Open Air Fire** and/or the **property owners** shall be liable to the **Township** by way of a fee or charge, as calculated in accordance with Schedule B to this By-law, on account of those costs and expenses incurred by the **Township** including:
- (a) Investigating and responding to a complaint made to the **Township**, the **Chief Fire Official**, an **Officer** or by any **person** acting reasonably and in good faith, which results from setting and/or maintenance of the **Open Air Fire** and, in the opinion of the **Chief Fire Official** or other **Officer**, the smoke or emissions from such **Open Air Fire** are causing or have caused actual discomfort to the complainant, or was in violation of a By-law;
- (b) The dispatching of an **Officer**, a Fire Department and/or other agencies, their vehicles, equipment or aircraft, and fire-fighting and/or emergency support personnel for the purpose of: investigating a complaint and/or initiating the controlling or extinguishing an **Open Air Fire** that is in violation of the By-law.

- 15.2 All fees and charges payable under this By-law, are due and owing to the **Township** within thirty (30) days of the date of an invoice rendered to the **person** liable to pay them.
- 15.3 All overdue accounts shall accrue interest at the rate of 1.25% per month (15% per annum), calculated monthly, from the due date until paid in full.
- 15.4 If a **person** who sets or maintains an **Open Air Fire** contrary to this By-law is not the **owner** of the **property** but occupies or is using the **property** with the **owner's** consent, the **owner** and the **person** conducting the **Open Air Fire** shall be jointly and severally liable to pay any fees and charges imposed by this By-law.
- 15.5 All fees and charges payable under this By-law constitute a debt of the **person** liable for payment of them to the **Township** and, in the case of **owners** of a **property** being responsible for payment of the fees and charges, the **Township** may add the amount owing to the tax roll for the **owner(s)** real property and collect them in like manner as municipal taxes.

**16.0 SEVERABILITY**

- 16.1 If any section, clause or provision of this By-law is for any reason declared to be invalid by a court of competent jurisdiction, the same shall not affect the validity of the By-law as a whole or in part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed.

**17.0 SINGULAR AND PLURAL**

- 17.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

**18.0 SHORT TITLE**

- 18.1 The short title of this By-law is the "Open Air Burning By-law".

**19.0 ADMINISTRATION**

- 19.1 That By-law No. 2019-24 and By-law No. 2023-53, an amendment to By-law No. 2019-24, are hereby repealed.
- 19.2 This By-Law shall come into force and take effect on the date of its passing.

**READ** a **FIRST** and **SECOND** time this 4<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator

**READ** a **THIRD** time and **PASSED** in **OPEN COUNCIL** this 4<sup>th</sup> day of June, 2024.

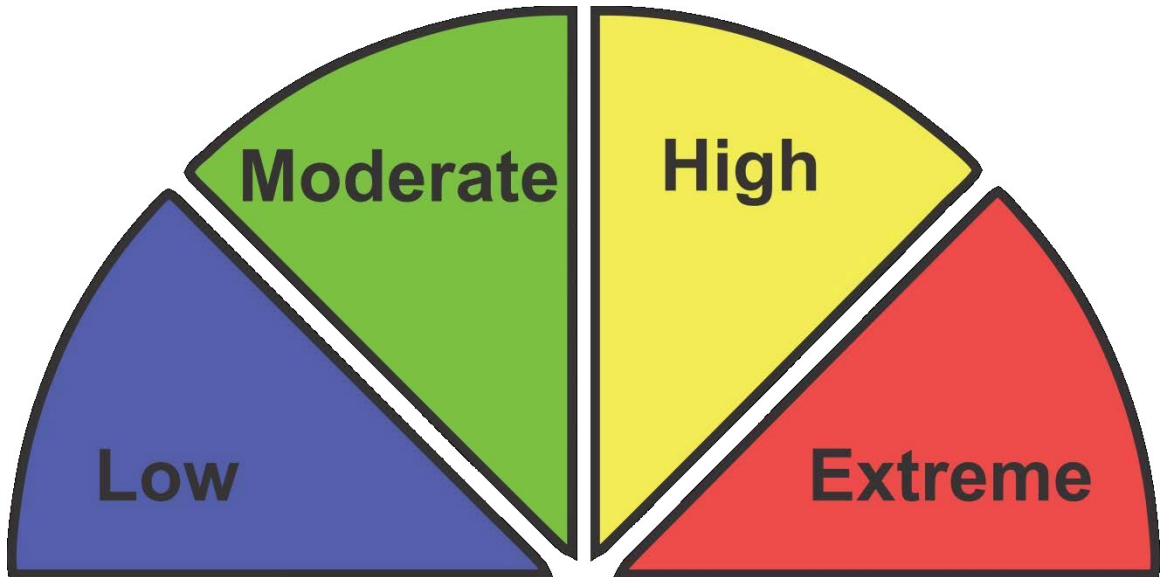
\_\_\_\_\_  
David Moore, Mayor

\_\_\_\_\_  
Karlee Britton, Acting Clerk/Administrator

THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Schedule "A" of By-law No. 2024- 38

FIRE RATINGS



<b>LOW</b>	<b>MODERATE</b> Fire Rating <b>MODERATE</b>	<b>HIGH</b> Fire Rating <b>HIGH</b>	<b>EXTREME</b>
<p><b>LOW and MODERATE FIRE RATINGS:</b></p> <p>No person shall start an <b>open air fire</b> during the <b>Fire Season</b> (April 1<sup>st</sup> to October 31<sup>st</sup>) other than between the hours of <b>6:00 p.m.</b> one day and <b>10:00 a.m.</b> the following day.</p> <p>A <b>Campfire/Recreation Fire at a Campsite or Camping Establishment</b> may be conducted between the hours of <b>4:00 p.m.</b> one day and <b>10:00 a.m.</b> the following day.</p>		<p>Fire Danger is <b>SERIOUS</b></p> <p>An <b>open air fire</b> is <b>not</b> permitted except a <b>Campfire/Recreation Fire</b></p>	<p>Fire Danger is <b>EXTREMELY HIGH</b></p> <p><b>NO OPEN BURNING</b> of any kind!</p> <p><b>TOTAL FIRE BAN DECLARED</b></p>

**THE CORPORATION OF THE TOWNSHIP OF THE MCKELLAR**

**Schedule “B part 1, of By-law No. 2024- 38**

**COSTS OF INVESTIGATION / ENFORCEMENTS PER SECTION 16.1**

<b>ITEM</b>	<b>AUTHORITY SECTION</b>	<b>RELATED COSTS MAY INCLUDE</b>	<b>CALCULATED &amp; DOCUMENTED BY</b>
Responding to a Scene	Section 16.1	TIME, per <b>Officer</b> @ \$50.00 per hour	<b>Officer’s</b> time sheets & related video/photos
Occurrence and Investigation Time	Section 16.1	TIME, per <b>Officer</b> @ \$75.00 per hour	<b>Officer’s</b> time sheets & related video/photos
Court – <b>Officer</b> Time	Section 16.1	TIME, per <b>Officer</b> @ \$75.00 per hour	<b>Officer’s</b> time sheets & related video/photos
Court – Prosecutor(s) Costs	Section 16.1	TIME, as per Prosecutor’s Case Invoice	Legal Invoice(s)
Administrative Costs	Section 16.1	Staff TIME	Office Staff & <b>Officer(s)</b> logged hours
Equipment/Apparatus Cost	Section 16.1	Current MTO Rate plus personnel plus any additional costs per incident. Total replacement cost for every or any damaged unit of equipment or material used in the response	Current rate set by MTO on the day(s) of the occurrence, personnel time sheets, replacement cost at the time of the occurrence

**SCHEDULE “B part 2” of By-law No. 2024- 38 COST OF: FIRE CONTAINMENT and/or SUPPRESSION SERVICES AND FEES**

The cost(s) for all Fire Control equipment or devices, or suppression personnel, are based on the current MTO rates.

This shall be calculated from the initial dispatch of The Fire Department or support agency under contract or agreement, until such time as each is back in service and the vehicle/device or personnel are back at their base and have been returned to operational level.

The above category Costs will be invoiced by the **Township** and will be due thirty days from the date of the invoice and interest shall accrue and be added to the amount at the rate of 1.25% per month commencing 30 days following the delivery or sending of the invoice.

These fees are in addition to any fines or penalties established elsewhere, in accordance with this By-law.

**NOTE:** The above cost and fee schedule(s) “B” parts 1 & 2- may be amended at any time at the discretion of the Council of the **Township of McKellar**.