

# The Corporation of the Township of South Algonquin

## Regular Council Meeting December 3, 2025

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# **CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN<sub>2</sub>**

## **AGENDA**

### **REGULAR COUNCIL MEETING**

**Wednesday, December 3, 2025 9:00 a.m.**

**Council Chambers  
Municipal Office  
7 Third Avenue  
Whitney, Ontario**

**And ZOOM and You Tube Channel: South Algonquin Council**

1. Open Meeting/Call to order – 9:00 a.m.

2. Roll Call

3. Land Acknowledgement

We acknowledge that we are gathered on the unceded Traditional Territory of the Algonquin Anishinaabeg people, specifically the Matouweskarini (people of the Madawaska River). We further acknowledge that the Algonquin People have been stewards of this land since time immemorial and we strive to treat the land along with the flora and fauna it supports, the people, their customs and traditions, with honour and respect. Today, this area is home to people of all walks of life, and we acknowledge the shared opportunities and responsibilities to live, work and survive within this beautiful territory.

Chi-miigwetch, All my relations

4. Additions / Amendments to the Agenda

5. Adoption of the Agenda

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT: Council for the Corporation of the Township of South Algonquin adopts the Agenda as circulated for the Regular Council Meeting of December 3, 2025.

6. Disclosure of Pecuniary Interest or a General Nature Thereof

7. Petitions, Delegations and/or Presentations:

- Inspector Stephan Neufeld, Detachment Commander Upper Ottawa Valley OPP, Ryan Martin, Bancroft OPP Detachment Commander RE: Whitney Realignment and OPP 2026-2029 Strategic Plan and OPP Priorities for Coming Year.

8. Minutes of Previous Meetings (s)

- Adopt the Minutes of the Regular Council Meeting of November 5, 2025

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Regular Council Meeting of November 5, 2025 as circulated.

- Adopt the Minutes of the Economic Development Committee Meeting of November 19, 2025

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Economic Development Committee Meeting of November 19, 2025 as circulated.

9. Committee, Staff and/or Councillor Reports
10. Business Arising from the Minutes
11. Unfinished Business
12. Correspondence – Action Items
13. Correspondence – Information Items
14. New Business
15. Motions of Council
16. By-Laws
17. Resolution to Move into a “Closed Session”
18. Adjournment

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT: Council for the Corporation of the Township of South Algonquin adjourns the Regular Council Meeting of December 3, 2025 at \_\_\_\_\_.

**November 5, 2025**

**COUNCIL MEETING – MINUTES**

On Wednesday, November 5, 2025, the Council for the Corporation of the Township of South Algonquin held a Regular Hybrid Council Meeting via Zoom and in Chambers, which was streamed to YouTube.

In Chambers:

Councillor Collins

Councillor Joe Florent

Councillor Joan Kuiack

Councillor Shawn Pigeon

Councillor Laurie Siydock

Councillor Bill Rodnick

Zoom:

Mayor Ethel LaValley

Staff: Bryan Martin, CAO/Clerk-Treasurer

Tracy Cannon, Deputy CAO/Deputy Clerk-Planner

**1. OPEN MEETING/CALL MEETING TO ORDER:**

Councillor Florent, acting as Chair in the absence of Mayor LaValley, who was unwell and attending via Zoom, called the meeting to order at 9:02 a.m.

**2. ROLL CALL:** All Present

**3. LAND ACKNOWLEDGEMENT**

**4. ADDITIONS/AMENDMENTS TO THE AGENDA:** None

**5. ADOPTION OF THE AGENDA**

Moved by: Councillor Collins

Seconded by: Councillor Siydock

Res. # 25-583

THAT: Council for the Corporation of the Township of South Algonquin adopts the Agenda as circulated for the Regular Council Meeting of November 5, 2025.

**-Carried-**

**6. DISCLOSURE OF PECUNIARY INTEREST OR A GENERAL NATURE THEREOF:**

- Councillor Kuiack and Councillor Pigeon pertaining to the Short-Term Rental Licencing By-Law

**7. PETITION, DELEGATION AND/OR PRESENTATIONS:**

- Jeff Muzzi, Mindy Casselman of Bancroft Minden Forest Company Inc. & Cameron McRae of McRae Lumber delivered a presentation on Glyphosate in Forest Management. The presentation was in response to resolution #25-560 on a moratorium on aerial spraying and for it to include South Algonquin.

J. Muzzi, M. Casselman and C. McRae exited the meeting.

**8. MINUTES OF PREVIOUS MEETING**

Moved by: Councillor Pigeon

Seconded by: Councillor Kuiack

Res. # 25-584

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Regular Council Meeting of October 1, 2025 as circulated.

**-Carried-**

Moved by: Councillor Siydock

Seconded by: Councillor Collins

Res. # 25-585

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Human Resources/Administration/Public Relations Committee Meeting of October 15, 2025 as circulated.

**-Carried-**

Moved by: Councillor Collins

Seconded by: Councillor Pigeon

Res. # 25-586

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Emergency Services Committee Meeting of October 16, 2025 as circulated.

**-Carried-**

## **9. COMMITTEE REPORTS, STAFF AND/OR COUNCILLOR REPORTS:**

### **M&L Parks & Recreation Committee**

M&L Parks and Recreation Committee Agenda of October 14, 2025 Minutes of September 9, 2025 were provided in the Council package.

Councillor Florent verbally reported;

- An error was noted in the September 9th minutes under Item #5 – Reports. It should indicate that Tom & Mick Murray Park applied for a permit, not that a permit was received.

### **Whitney Recreation Committee**

Whitney Recreation, Agenda of November 4, 2025 and the Minutes of October 14, 2025 were provided in the Council package.

## **10. BUSINESS ARISING FROM THE MINUTES:** None

## **11. UNFINISHED BUSINESS:**

- A presentation from the OPP is scheduled for December regarding upcoming changes to policing services in the Whitney area.
- Official Plan has been approved by the Minister. Forbes Symon, Senior Planner of Jp2g Consultant will present a report of these changes at an upcoming committee meeting.

## **12. CORRESPONDENCE**-Action Items: None

## **13. CORRESPONDENCE**-Information Items Received and Filed;

- Solicitor General; RE: Ontario Provincial Police (OPP) Cost Recovery Model Review.
- Cassellholme Board of Management Meeting Minutes of August 28, 2025
- St. Francis Valley Healthcare Foundation Emergency Department Redevelopment and Enhancement Update
- Updates to Ministry of the Environment, Conservation and Parks' Compliance Policy – Potential for Low-Risk Incident Referrals to Municipalities – *Councillor Kuiack raised a concern that the policy refers to Yard Standards, which the Township currently does not have in place. Councillor Florent has a meeting on November 24<sup>th</sup> in Pembroke with MPP Denault pertaining to the closure of the trail along the Opeongo and Ayleen River.*
- Andrew Michel Letter to Council; RE: Unreasonable Behaviour Policy–*Will be considered during consideration of the by-law.*

## **14. NEW BUSINESS:**

- Councillor Florent gave Notice of Motion to reconsider Resolution No. 25-560 regarding the Moratorium on Aerial Spraying, to be presented for consideration at the December 3, 2025 Council Meeting.

## **15. MOTIONS OF COUNCIL:**

**Moved by: Councillor Pigeon      Seconded by: Councillor Rodnick      Res. # 25-587**

THAT: Council for the Corporation of the Township of South Algonquin declares the 1995 Ski-Doo Touring SLE Rotax 500 surplus and for it to be listed for sale on Gov. Deals.

**-Carried-**

**Moved by: Councillor Siydock      Seconded by: Councillor Rodnick      Res. # 25-588**

THAT: Council for the Corporation of the Township of South Algonquin wishes to move the January 7, 2026 Regular Council Meeting to January 14, 2026.

**-Carried-**

Councillor Kuiack and Councillor Pigeon did not vote on the below resolution due to pecuniary interest or general nature thereof.

A friendly amendment to add Short-Term Rental Licencing was accepted for the below resolution.

**Moved by: Councillor Siydock      Seconded by: Councillor Collins      Res. # 25-589**

THAT: Council for the Corporation of the Township of South Algonquin amends the Schedule of Fees By-Law 2023-768 to include the following fees pertaining to the Short-Term Rental

Licencing.

- Application Fee: \$200
- Initial Licence Fee: \$700
- Annual Licence Fee: \$500 (in good standings)
- Fire Inspection Fee: \$200
- Fire Re-Inspection (if deficiencies identified) Fee: \$200
- Complaint-Based Fire Inspection Fee: \$200
- Building Inspection Fee: \$250
- Building Re-Inspection (if deficiencies identified) Fee: \$200
- Complaint-Based Building Inspection Fee: \$200
- Change of Use (if applicable) Fee: \$150

**-Carried-**

**Moved by: Councillor Collins      Seconded by: Councillor Rodnick      Res. # 25-590**

THAT: Council for the Corporation of the Township of South Algonquin officially names the new walking trail in Madawaska the “Roundhouse Trail”.

**-Carried-**

#### **16. BY-LAWS:**

Councillor Kuiack and Councillor Pigeon left the room during consideration of By-Law 2025-848 Short-Term Rental Licencing.

**Moved by: Councillor Collins      Seconded by: Councillor Siydock      Res. # 25-591**

**THAT:**

- 1) By-Law 2025-848 Short-Term Rental Licencing

**BE READ A FIRST TIME AND BE DEEMED READ A SECOND TIME**

**-Carried-**

**Moved by: Councillor Siydock      Seconded by: Councillor Rodnick      Res. # 25-592**

**THAT:**

- 1) By-Law 2025-848 Short-Term Rental Licencing

**BE READ A THIRD TIME AND PASSED**

**-Carried-**

Councillors Kuiack and Councillor Pigeon returned to the chambers.

**Moved by: Councillor Pigeon      Seconded by: Councillor Rodnick      Res. # 25-593**

**THAT:**

- 1) By-Law 2025-849 to adopt a Capital Investment Policy
- 2) By-Law 2025-850 to adopt an Unreasonable Behaviour Policy
- 3) By-Law 2025-851 to Confirm the Proceedings of Council

**BE READ A FIRST TIME AND BE DEEMED READ A SECOND TIME**

**-Carried-**

**Moved by: Councillor Pigeon      Seconded by: Councillor Rodnick      Res. # 25-594**

**THAT:**

- 1) By-Law 2025-849 to adopt a Capital Investment Policy
- 2) By-Law 2025-850 to adopt an Unreasonable Behaviour Policy
- 3) By-Law 2025-851 to Confirm the Proceedings of Council

**BE READ A THIRD TIME AND PASSED**

**-Carried-**

#### **17. CLOSED SESSION: None**

#### **18. ADJOURNMENT:**

**Moved by: Councillor Siydock      Seconded by: Councillor Pigeon      Res. # 25-595**

THAT: Council for the Corporation of the Township of South Algonquin adjourns the Regular Council Meeting of November 5, 2025 at 10:10 a.m.

**-Carried-**

The next regular council meeting is scheduled for Wednesday, December 3, 2025 at 9:00 a.m.

Mayor Ethel LaValley

CAO/Clerk-Treasurer Bryan Martin

On Wednesday, November 19, 2025 the Economic Development Committee held an in-person and Zoom Meeting, livestreamed to YouTube.

Present:  
Mayor LaValley  
Councillor Joe Florent  
Councillor Joan Kuiack  
Councillor Shawn Pigeon, Chair  
Councillor Laurie Siydock  
Councillor Bill Rodnick  
Barney Baker, South Algonquin Business Alliance (SABA)  
Leah Geddes

Regrets:  
Kimberly Gorman  
Nadia Pruett  
Councillor Sandra Collin

Staff Present:  
Tracy Cannon, Deputy CAO, Deputy Clerk-Planner

Chair of the Economic Development Committee, Councillor Pigeon called the meeting to order at 9:39 a.m.

## ROLL CALL:

**ADDITIONS/AMENDMENTS TO THE AGENDA: None**

## **ADOPTION OF THE AGENDA**

**Moved by: Councillor Kuiack**  
To adopt the agenda as circulated.

**Seconded by: Mayor LaValley**

**DISCLOSURE OF PECUNIARY INTEREST or a General Nature Thereof: None**

## UNFINISHED BUSINESS:

## Resignation of Member

- Councillor Pigeon advised that, due to her schedule, Nadia Pruett has submitted her resignation. Consensus was to recommend Jim Hollett to Council. B. Baker will follow up with Mr. Hollett and a resolution will be brought to the December 3, 2025 Council Meeting.

## Update – Key Initiatives from June 18th Meeting.

- Branding
    - SABA has received a grant to hire a photographer to take pictures of South Algonquin and are open to work with staff to create booklets/pamphlets.
    - Website changes to include places to see and do.
    - Committee to work on ten best spots in South Algonquin.
  - Trails - ATV/Snowmobile and Trestle Trail
    - Councillor Pigeon provided an update on the trail into Algonquin Park and noted that he will contact the Park Superintendent for further information prior to the next meeting. Mayor LaValley added that nothing has been confirmed with DNSSAB regarding an easement for the small portion of the trail adjacent to the Daycare.
    - Councillor Florent provided an update on his ongoing work with Ontario Parks to find a solution for stakeholders and trail users of the Opeongo and Madawaska River Parks, which have recently been reclassified from non-operational to operational. He noted that some trails have already been closed or are scheduled to close as of January 1.
    - Leah Geddes provided an update on the Opeongo Snowbirds' work on the trail system. The club secured approximately \$130,000–\$140,000 in funding, with most of the investment benefiting trails in South Algonquin. Volunteers have completed work on the Opeongo Bridge, repaired a culvert - B-Trail has been cleared.
- Repairs to the Green Bridge on the B-Trail are scheduled to begin next Monday, requiring a full closure for two weeks. A potential detour is being considered, but it has not yet been confirmed.
- There have also been some closures: the southern portion of 159 East will be closed to Spectacle Lake, although access remains available from the west side, which was recently cleared following the storm. Leah extended appreciation to the volunteers, noting that the trails could not remain open without their efforts.

It was also noted that the Turtle By-Pass Trail will no longer be maintained by the Opeongo Snowbirds.

- Housing Development – Mayor LaValley provided an update on housing, noting that she does not yet have any formal information to share and that certain matters cannot be disclosed at this time. She mentioned an initiative launched by the Municipality of Temagami and offered to provide the committee with information about the program. The information is also available on their website for those who wish to review it. She hopes to have a housing update ready for the December Council meeting.

### **NEW BUSINESS:**

Community Development Intern Position – T. Cannon provided an update on the position. Full-time, 12-month Internship, 35 hours/week. The person will support tourism and economic development projects and community events, housing, conduct research, prepare reports and help secure funding. The job closes on November 28<sup>th</sup>. The position was supported through the Northern Ontario Heritage Fund Corporation and is funded through the Workforce Development Program with some eligibility criteria. The candidate will be required to successfully complete the Sustainability Northern Ontario Economic Development Course.

### **SABA Request to Present to Committee- Written Request Circulated**

- A thank you to all involved with the secure of the funding for the accessible playground in Whitney. A great asset to the community.
- Once the repairs to the Highway 60 Bridge are completed, a review of highway signage for JR Booth Park and other areas within South Algonquin will be conducted.
- Staff will follow up with the Works Superintendent on the request to keep the Galeair Lake Trail cleared of snow.
- There will be some work ahead to figure out the placement of the new accessible playground structure in Whitney.

### **Economic Development Work Plan – Refer to Terms of Reference**

- The committee requests \$25,000 to support Economic Development, with an initial focus on branding, including brochures, pamphlets, and updating the website. Staff will get a quote from the web designer and someone from the committee will seek a quote for the brochures/pamphlets.

**NEXT MEETING:** January 21, 2026. Time will be determined pending the need for a Committee of Adjustment Meeting.

### **ADJOURNMENT:**

**Moved by: Councillor Rodnick**

**Seconded by: Councillor Siydock**

To adjourn the Economic Development Committee Meeting of November 19, 2025 at 11:02 a.m.

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Councillor S. Pigeon

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Bryan Martin, CAO/Clerk-Treasurer



## **COUNCIL MEETING**

**December 3, 2025**

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### **COMMITTEE/STAFF REPORTS:**

- 1) M&L Parks and Recreation, RE: Agenda of November 11, 2025 and Minutes of October 14, 2025.
- 2) Whitney Recreation, RE: Minutes of November 4, 2025.
- 3) Request to Purchase Shore Road Allowance – 124A Lakeside Lane; SRA.2025-005.

**CORPORATION OF THE  
TOWNSHIP OF SOUTH ALGONQUIN**

**AGENDA**

**Murchison & Lyell Parks and Recreation Committee**

Tuesday November 11, 2025 at 7:00 pm.  
At the Madawaska Community Hall

1. Call meeting to order.
2. Reading & approval of the Agenda plus any additions.
3. Approval of October 14th, 2025 minutes and any amendments.
4. Business arising from minutes.
5. Reports: a) Councillor's Report.  
              b) Fiona Girouard: i) Kids' Club, October 15th. ii) Halloween Night  
  Candy Handout.  
  iii) Sharon Florent: Christmas Sell Your Wares  
              c) Financial Report- Balance at the end of October 2025 \$xxxxx

**New Business.**

6. Performance Measurement – Event tracking sheet for October 2025.
7. Resolutions.
8. Kids' Christmas Breakfast and Party. December 7th.
9. Winter programs for the rink.
10. Discussion on Whitney Christmas Parade Float.
11. Adjournment.

Next meeting Tuesday December 9th, 2025 at 7:00 pm at the Madawaska Community Hall.

**Murchison & Lyell Parks and Recreation Committee of South Algonquin**

**Minutes for the meeting of Tuesday October 14th, 2025 at 7p.m.**

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Members present: Terry Levean, Sharon Florent, Kathy Foote, Fiona Girouard, and Tammy Stoneman.

Regrets: Rosemary Shalla and Nadia Pruett.

Council Representative: Councillor Joe Florent.

1. Chair called the meeting to order at 7 p.m.

**2. Reading and Approval of the Agenda plus any additions.**

**Motion # 28-2025**

Moved by: Fiona Girouard. Seconded by: Tammy Stoneman.

"To accept the agenda and any amendments or additions."

**Carried**

**3. Approval and Adoption of September 9th, 2025 minutes and any amendments.**

**Motion # 29 - 2025**

Moved by: Tammy Stoneman. Seconded by: Fiona Girouard.

**Carried**

**4. Business arising from minutes: None.**

**5. Reports:** a) Councillor Florent informed us that Fibre Wifi installation is still going well. The parking lot expansion at Tom & Mick Murray Park is still in the application process. And the walking trail behind the ballfield is completed and we discussed looking into a dedication ceremony for it's official opening. b) Reports: Sharon Florent: Fall Fun Day: Fall Fun Day, this year, was a lot of fun for those that attended. We had Northern Cowgirl Equestrian and two of her horses there for free lead horse rides, face painting, the Balloon Guy, archery, kids' games, vendors, a BBQ for burgers, hotdogs and cold drinks and Mike Stoneman playing his live music to entertain us. Everyone who came out to see us had a great time! c) Financial Report: Balance at the end of September was \$12,055.52.

**6. Performance Measurement:** The sheets were filled out for our events.

**7. Resolutions:** None.

**8. Discussion on snow cone machine:** It was discussed that a Snow cone machine might be something to consider buying for next summer's season as it went over very well at an event at Whitney for the little ones.

**9. Kids' Club Reboot:** This will restart after the summer hiatus, tomorrow October 15th at the hall.

**10. Halloween Night Candy Hand out:** There will be some residents from the area coming to the hall to distribute candy to the area kids who come out to the hall on Halloween. It's sometimes easier to gather in a shared area to give out the goodies to the little ones for both the parents or caregivers and the local residents who want to hand out treats.

**11. Fall/Christmas Sell Your Wares. November 2nd:** There was discussion on who will be available to work this event and that we will meet at the hall on Saturday Nov 1st at 10 am to decorate the hall for Christmas and set up tables for the Sell Your Wares.

**12. Christmas decorating at the hall:** See # 11 above.

**13. Budget finalizing:** The budget requests will be minimal this year and Sharon was directed to present that to the Township.

**14. Winter programs for the rink:** At this point it will be regular scheduled skates for everyone, hockey for adults, potential seniors only skating times and broomball tournaments for all ages.

**15. Kids' Christmas Party:** This year it will be on Sunday December 7th. Pancake breakfast 9 to 10:30 am then Kids' Christmas Party from 11 am to 1 pm with a visit from Santa and games for all. Pass the parcel, Christmas colouring pages and a visit from the Balloon Guy.

**16. Adjournment:**

**Motion #30-2025**

Moved by: Fiona Girouard. Seconded by: Tammy Stoneman.

"Motion to adjourn the meeting at 8:03 pm."

Next meeting – Tuesday November 11<sup>th</sup> 2025 at 7pm at the Madawaska Community Hall.

Chair *Terry Levean*

Terry Levean

Secretary *Sharon Florent*

Sharon Florent

## Whitney Recreation Meeting Minutes

Nov 4, 2025, 6:30 pm, Bob's office

We acknowledge that we are gathered on unceded land of the Algonquin people and that we are living in harmony with all.

Present: Theresa Kramer, Joan Kuiack, Bob Craftchick, Lori Siydock, Adam Holmberg, Gloria Beauclair, Kim Gormon

Regrets: Joe Avery, Lynn Lepage

1. Welcome, Land Acknowledgment
2. Agenda approved
3. Minutes from October 14<sup>th</sup> approved.
4. Financial reports

\$78,726.06 in the bank as of October 31, 2025. This bank account is fundraising funds not township account. Fundraising account includes beautification monies \$2,000 plus what was commonly known as raise the roof funds, plus any funds raised from dances, events, and programs. The township has a separate recreation account that is administered by staff. Our fundraising account has contributed half the cost for the dishwasher, plus purchased accessibility mats for the playground.

Capital budget updates, many of the items on our wish list are the responsibility of the township so a revised list is being sent including funding for Canada Day, speakers for pa system, rental of equipment/space or instructors, also grass seed and fill for the baseball diamond.

5. We are looking at increasing our fundraising by conducting a donation letter campaign and merchandise sales. Joan and Bob to set up a subcommittee meeting. We are also looking at creating notifications/signage to inform the community about the rink resurfacing and playground equipment upgrades.

### 6. EVENTS

Nov 9 Christmas market - volunteers set up, chili to be served. Theresa, Joan, Lori, Lynn to make the chili. Kim to run the event and liaise with vendors.

November 28, Christmas Tree Lighting, activities, music, volunteers - Joan and Lori working with town and volunteers on getting a tree put up. Theresa and Joan and Lori to decorate hall, host a colouring contest for children, Jim and Alison

to sing Christmas Carols, all invited. Ask the community to bring treats to share, donations for food bank, we will provide beverages.

December 14, Breakfast with Santa and Parade – eggs, pancakes, bacon, sausages, home fries, toast, fruit and beverages. Theresa and Bob in charge of food.

Get your child's picture taken with Santa, Kim is arranging, Santa and Elves (Kelsey and Mira) and photographer. FREE. Candy canes will be handed out, a naughty or nice sign will be part of the decorations plus a fake fireplace.

Joe Avery in charge of the parade, already 7 floats booked and many more expected. Recreation committee to make up candy bags for the parade as we will not be handing out candy or gifts at the breakfast.

Safe food handling course – deferred to another meeting, many would like to take a course offered in the winter by the health department. Dates and sign up procedure to be discussed.

## 7. New business

Volleyball, Pickleball what to do for the winter, discussed these should break even and rent at the school is about \$250 for each night, so \$500 in total according to 2025 prices.

We are looking at recruiting a youth 18-30 years of age so that we can apply for an accessibility grant in 2026. The youth volunteer can be responsible for youth programming like a drop-in. More ideas to be discussed. We missed the deadline for this fall's application. As board members we felt we could not commit the time to respond due to our unavailability.

Future discussions needed on Recruitment of board members, Duties of board members, outdoor sign, township newsletter, facebook posts, booking cc, financial reporting, minutes, storage room, canteen purchases and sales, flowers, event pmrs, We need more volunteers.

We are limited in number of events to run for 2026. Family Day, Easter, Poker Run, Canada Day, Fall Festival, Xmas Market, Breakfast with Santa and Parade will operate.

8. Next Meeting: December 2 at 6:30pm, Bob's office.

9. Adjournment at 8:36pm

**Meeting Date: December 3, 2025**

**Staff Contact: Tracy Cannon, Deputy CAO/Deputy Clerk-Planner**

**Agenda Action: Motions of Council**

**RE: Shore Road Allowance Sale Application, 124A Lakeside Lane – SRA.2025-005**

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**RECOMMENDATION:**

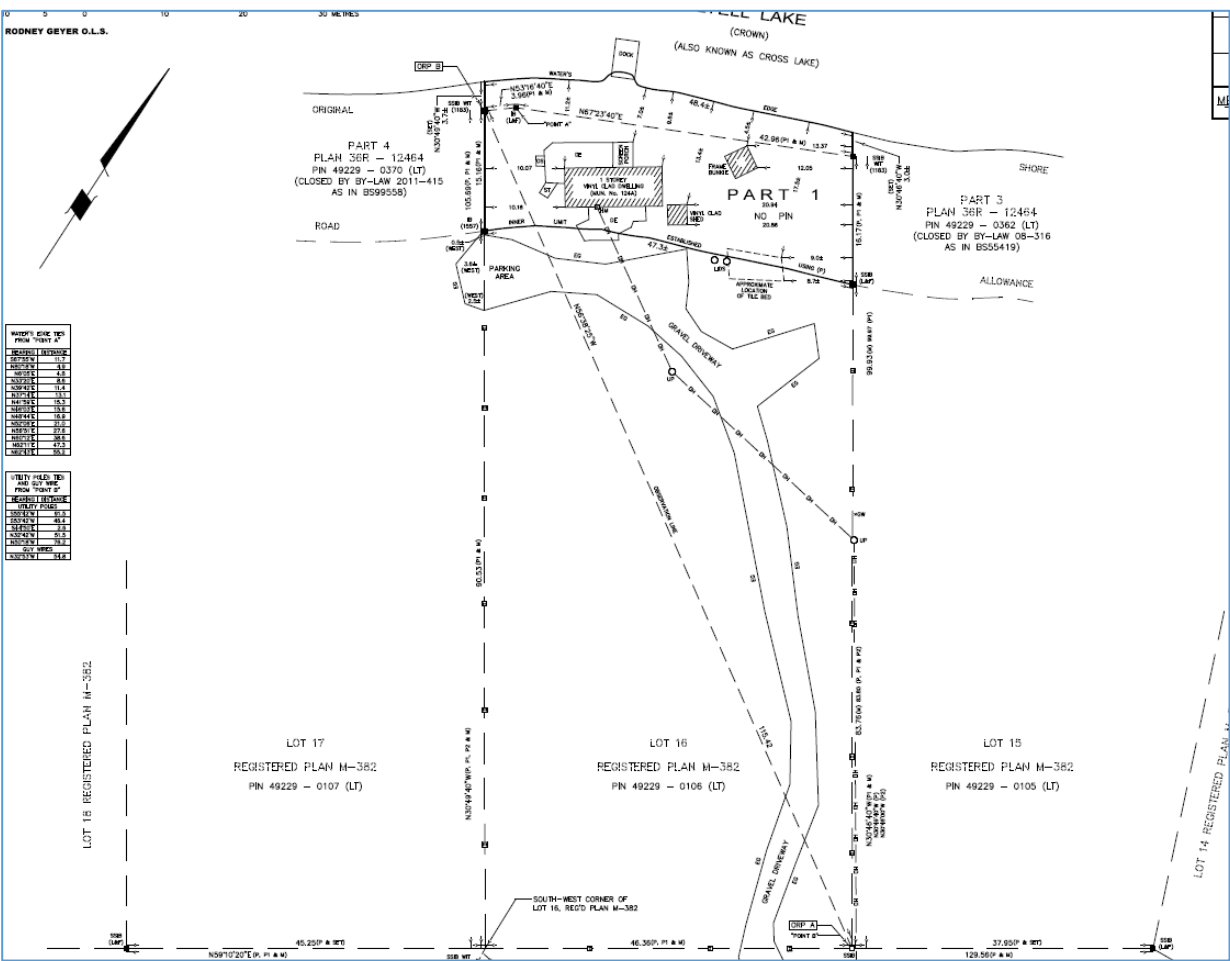
That Council approve the resolution, as outlined in Motions of Council, authorizing staff to proceed with the request to purchase the Shore Road Allowance in front LYELL PLAN M382 LOT 16 PCL;21867 NIP, Lyell Ward, locally known as 124A Lakeside Lane adjacent to Lyell Lake.

**KEY MAPS**

 **124A Lakeside Lane**







**COUNCIL MEETING**  
**December 3, 2025**

**ACTION:**

- 1) Resolution of Support; RE: Town of Bradford West Gwillimbury regarding removing HST/GST from new homes to support housing affordability.

October 27, 2025

The Right Honourable Mark Carney P.C., O.C., M.P.  
Office of the Prime Minister of Canada  
80 Wellington Street  
Ottawa, ON K1A 0A2

The Honourable Doug Ford MPP  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

Dear Prime Minister Carney and Premier Ford:

**Re: Removing HST/GST from New Homes to Support Housing Affordability**

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At its meeting of October 21, 2025, the Council of the Town of Bradford West Gwillimbury adopted the enclosed motion calling on the Governments of Canada and Ontario to remove the federal and provincial portions of the HST from new homes purchased as primary residences.

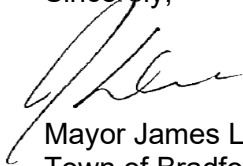
This measure would extend the relief already provided for purpose-built rental housing to families seeking to buy their first home. It represents a practical, immediate step toward improving affordability and supporting new housing supply.

For an average new home in our community, the 13 percent HST adds tens of thousands of dollars to the purchase price, a burden that directly undermines our shared goal of making homeownership affordable for working families and seniors. Removing that tax would provide meaningful relief.

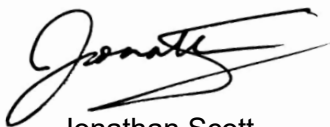
Bradford West Gwillimbury is one of Ontario's fastest-growing municipalities, investing heavily in growth-related infrastructure while working to keep housing within reach. We urge both levels of government to work together on this change as part of a broader strategy to make homeownership attainable again for young Canadians. Simply put, cutting taxes in this way will help make life more affordable.

We would welcome the opportunity to contribute to any federal-provincial review of housing-related taxation and policy tools that can help deliver more affordable homes.

Sincerely,



Mayor James Leduc  
Town of Bradford West Gwillimbury



Jonathan Scott  
Councillor, Ward 2

encl.

cc:

Hon. François-Phillipe Champagne PC MP  
Hon Peter Bethlenfavy MPP  
Hon. Caroline Mulroney MPP  
Federation of Canadian Municipalities (FCM)  
All Ontario Municipalities

Hon. Gregor Robertson PC MP  
Hon. Rob Flack MPP  
Scot Davidson MP  
Association of Municipalities of Ontario (AMO)

October 27, 2025

VIA EMAIL

**Re: Removing HST/GST from New Homes to Support Housing Affordability**

At its Regular Meeting of Council held on Tuesday, October 21, 2025, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution 2025-343

**Moved by:** Councillor Scott

**Seconded by:** Councillor Duhaney

*WHEREAS housing affordability is one of the most pressing issues facing Ontario families;*

*WHEREAS the federal government recently announced GST relief for first-time homebuyers on new homes, and the Province of Ontario removed the provincial share of HST on new purpose-built rental housing; and*

*WHEREAS the current HST rate on new homes in Ontario is 13%, which adds tens of thousands of dollars to the cost of a typical home, e.g. about \$117,000 on a \$900,000 home in Bradford before any existing rebates;*

*THEREFORE, BE IT RESOLVED that the Council of the Town of Bradford West Gwillimbury calls on the Government of Canada to remove the GST/HST from all new homes purchased as primary residences, and to work in partnership with the Government of Ontario to ensure full elimination of the provincial portion as well; and*

*BE IT FURTHER RESOLVED that this resolution be circulated to the Prime Minister of Canada, Minister of Finance and the Minister of Housing, Infrastructure and Communities; and to the Premier of Ontario, the Ontario Minister of Finance, the Ontario Minister of Municipal Affairs and Housing, our local MP and MPP, the Association of Municipalities of Ontario, and to all municipalities in Ontario.*

CARRIED

Please find enclosed a letter from Mayor James Leduc and Ward 2 Councillor Jonathan Scott.

Thank you for your consideration of this request.

Regards,



Tara Reynolds  
Clerk, Town of Bradford West Gwillimbury  
(905) 775-5366 Ext 1104  
[treynolds@townofbwg.com](mailto:treynolds@townofbwg.com)

CC: Hon. Mark Carney, Prime Minister of Canada  
Hon. François-Philippe Champagne, Minister of Finance  
Hon. Gregor Robertson, Minister of Housing, Infrastructure and Communities  
Hon. Doug Ford, Premier of Ontario  
Hon. Peter Bethenfalvy, Minister of Finance, Ontario  
Hon. Rob Flack, Minister of Municipal Affairs and Housing, Ontario  
Scot Davidson, MP New Tecumseth-Gwillimbury  
Hon. Caroline Mulroney, MPP York-Simcoe  
Federation of Canadian Municipalities (FCM)  
Association of Municipalities of Ontario (AMO)  
All Municipalities in Ontario

**COUNCIL MEETING**  
**December 3, 2025**

**CORRESPONDENCE RECEIVED FOR INFORMATION:**

- 1) Ministry of Municipal Affairs; RE: Fighting Delays, Building Faster Act, 2025 (Bill 60).
- 2) MP Cheryl Gallant; RE: Rights of Private Landowner Under Common Law.
- 3) The Federation of Northern Ontario Municipalities (FONOM) and the Northwestern Ontario Municipal Association (NOMA); RE: Kapuskasing Paper Facility.
- 4) Ministry of the Solicitor General; RE: Update to Ontario Regulation 416/23: Oaths and Affirmations under the Community Safety and Policing Act, 2019
- 5) Planning Report RE: Official Plan Amendment No. 2. (In preparation for Dec.17<sup>th</sup> Committee Meeting).
- 6) Kelly Wallace, Managing Director Think Turtle Conservation Initiative; RE: Request to Maintain the Moratorium on Aerial Glyphosate Spraying.
- 7) Chris Fitzpatrick; RE: Unemployment Insurance Benefits.
- 8) MP Cheryl Gallant; RE: Herbicide Glyphosate.
- 9) Ministry of Municipal Affairs; RE: Building Faster and Smarter Act, 2025(Bill 17).

234-2025-4857

November 12, 2025

Dear Head of Council,

On October 23, 2025, our government introduced the *Fighting Delays, Building Faster Act, 2025* ([Bill 60](#)). Through this legislation and other changes, we are protecting Ontario's economy and keeping workers on the job by cutting red tape, getting shovels in the ground faster and supporting the construction of homes, roads and infrastructure.

The bill contains bold actions, creating the conditions for building housing and transportation infrastructure faster to support families, attract investments, create good jobs and keep Ontario competitive.

You are invited to review the [Environmental Registry of Ontario](#) and [Regulatory Registry of Ontario](#) posting links provided with this letter and share any feedback you may have.

If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at [Tanner.Zelenko@ontario.ca](mailto:Tanner.Zelenko@ontario.ca).

In the face of economic uncertainty, we must protect Ontario. I look forward to continued collaboration with you, our municipal partners, to build the more prosperous, resilient and competitive economy that Ontario needs today, tomorrow, and in the decades to come.

Sincerely,



Hon. Robert J. Flack  
Minister of Municipal Affairs and Housing

- c. Prabmeet Sarkaria, Minister of Transportation  
Doug Downey, Attorney General of Ontario  
Todd McCarthy, Minister of the Environment, Conservation and Parks & Acting Minister of Infrastructure  
Graydon Smith, Associate Minister of Municipal Affairs and Housing  
Robert Dodd, Chief of Staff, Minister's Office  
Matthew Rae, Parliamentary Assistant, Municipal Affairs and Housing  
Laura Smith, Parliamentary Assistant, Municipal Affairs and Housing  
Brian Saunderson, Parliamentary Assistant, Municipal Affairs and Housing  
Martha Greenberg, Deputy Minister, Municipal Affairs and Housing  
David McLean, Assistant Deputy Minister, Municipal Affairs and Housing  
Caspar Hall, Assistant Deputy Minister, Municipal Affairs and Housing  
Sean Fraser, Assistant Deputy Minister, Municipal Affairs and Housing  
Municipal Chief Administrative Officers

## **Development Charges Act – Ministry of Municipal Affairs and Housing**

Schedule 3 of the Bill would make amendments to the *Development Charges Act, 1997*.

### Land Acquisition Costs

A new subsection 7 (3.1) of the *Development Charges Act, 1997* would require development charge-eligible land acquisition costs to be part of a class in a development charge by-law consisting only of those costs. Land acquisition costs would, pursuant to a new section 5.3, be exempted from the historic service level cap, and these costs, for certain services, would be limited to those that relate to the ten-year period after the background study.

A new subsection 35 (1.1) of the Act would provide that money in an existing reserve fund established to pay for growth-related capital costs of eligible services can continue to be used for growth-related land acquisition costs of the applicable service, so long as those costs are not being paid from the reserve fund for the land acquisition class.

### Requiring Local Service Policies

A new subsection 59 (2.2) of the Act would require municipalities that levy development charges to establish local service policies for each service to which the by-law relates and for which a part of the service would be provided as a local service.

The local service policy must identify the works or classes of works that are intended to be for the provision of local services. It could also identify works or classes of works that are not intended to be for the provision of local services (e.g. works that would be funded through development charges) or works or classes of works that would only partially be intended to be for the provision of local services.

A municipality could not require a work for the provision of local service to be paid for or constructed as a condition of land division if it is not identified as being intended to be so provided in the local service policy. This rule applies on the earlier of 18 months after Royal Assent or the day on which the local service policy is established.

The municipality would need to send a copy of the local service policy to the Minister of Municipal Affairs and Housing on request, by the date specified in the request.

If a local service policy has been established, it must be reviewed and a resolution passed by council at the same time as a development charge by-law is passed, indicating whether revisions would be needed.

### Requiring Treasurer's Statements to be Submitted by a Specific Date

Subsection 43 (1) of the Act is amended to require the municipal treasurer to give council a development charges financial statement (commonly referred to as the treasurer's statement) on or before June 30 annually. Subsection 43 (3) of the Act is amended to require the treasurer to give a copy of the financial statement to the Minister of Municipal Affairs and Housing no later than July 15 of the year in which the statement is provided to council.



### Requiring Municipal Documents to be Submitted to the Ministry on Request

A new subsection 10 (5) of the Act would require municipal councils to give a copy of the development charge background study to the Minister of Municipal Affairs and Housing on request, by the deadline specified in the request

A new subsection 13 (5) of the Act, requires municipal councils to give a copy of the development charge by-law passed by the municipality to the Minister on request, by the deadline specified in the request.

You may provide your comments on the proposed changes to the *Development Charges Act, 1997* through the Ontario Regulatory Registry ([25-MMAH018](#)) from October 23, 2025 to November 22, 2025.

### **Municipal Act – Ministry of Municipal Affairs and Housing**

Schedule 7 of the Bill propose changes to the *Municipal Act, 2001*, to transfer jurisdiction over water and wastewater (sewage) services from Peel Region to the lower-tier municipalities of Mississauga and Brampton, and Caledon, effective January 1, 2029, or a different date as prescribed by the Minister. The proposed amendments prevent the transfer of jurisdiction over water and wastewater back from the lower-tier municipalities to Peel Region using existing authority to transfer services in the *Municipal Act, 2001*.

You may provide your comments on the proposed changes to the *Municipal Act, 2001*. through the Environmental Registry of Ontario (ERO) notice and the Ontario Regulatory Registry ([025-1098](#)) from October 23, 2025 to November 22, 2025.

### **Planning Act – Ministry of Municipal Affairs and Housing**

Schedule 10 of the Bill proposes the following amendments to the *Planning Act* that would help create the conditions necessary to support housing and community development. If passed, the proposed changes would:

- Provide authority for the Minister to make regulations that would remove the need for certain minor variances,
- Allow certain official plan amendments modifying the authorized uses of land within a Protected Major Transit Station Areas (PMTSA) to be exempt from Minister's approval,
- Make provincial policy statements inapplicable with respect to all Minister's decisions under the *Planning Act* outside the Greenbelt Area. A transparent and accountable oversight framework would be developed to support implementation,
- Enable all upper-tier municipalities to establish regional Community Improvement Plans (CIPs) without being prescribed, allow municipalities to fund the CIPs of their respective upper- or lower-tier municipalities, and, for upper-tier municipalities without planning responsibilities, to revive CIPs that were in effect on the day before the municipality lost its planning responsibilities, and
- Enable Minister's zoning orders (MZO) to be made by non-regulatory orders and require them to be published on a Government of Ontario website.

We are interested in receiving your comments on these proposed measures. Comments can be made through the Environmental Registry of Ontario and the Ontario Regulatory Registry from October 23, 2025, to November 22, 2025:

- [ERO 025-1097](#) Proposed Planning Act Changes (Schedule 10 of Bill 60 - *Fighting Delays, Building Faster Act, 2025*).

We are also interested in receiving any comments you may have on associated consultation postings:

- [ERO 025-1099](#): Consultation on simplifying and standardizing official plans.
- [ERO 025-1100](#): Consultation to better understand the linkage between minimum lot sizes on urban residential lands and increased housing options and affordability.
- [ERO 025-1101](#): Consultation to understand current municipal practices with respect to green development standards at the lot level (outside of building) in order to assess whether future changes are needed to prohibit mandatory green development standards in order to improve consistency and clarity across Ontario.

The Environmental Registry postings provide additional details regarding the proposed changes.

### **City of Toronto Act, 2006 – Ministry of Municipal Affairs and Housing**

The proposed change would, through a proclamation order, remove the City of Toronto's authority, under the *City of Toronto Act, 2006*, to require green roofs or other alternative roof surfaces on buildings, effective November 3, 2025.

### **Residential Tenancies Act – Ministry of Municipal Affairs and Housing / Ministry of the Attorney General**

Schedule 12 of the Bill amends the *Residential Tenancies Act, 2006* (RTA) to help address delays and support backlog reduction efforts at the Landlord and Tenant Board (LTB) and adjust the balance of landlord and tenant rights and responsibilities. If passed, the proposed changes would:

- Remove the requirement for a landlord to provide compensation to a tenant when evicting for personal use of the rental unit, if the landlord gives at least 120 days' notice of termination, instead of the required 60 days' notice;
- Shorten the notice period a landlord must provide to a fixed-term or month-to-month tenant to evict them for rent arrears from 14 days to 7 days;
- Remove a tenant's ability to raise issues that could otherwise be the subject of a tenant application to the LTB as part of a rent arrears hearing, if the tenant has not paid at least half of the rent arrears claimed in the application filed by the landlord;
- Remove a tenant's ability to raise issues that could otherwise be the subject of a tenant application to the LTB on the day of a rent arrears hearing, if the tenant has not given prior notice in accordance with LTB timelines;
- Specify a 15-day period for a landlord or tenant to request internal review of a final order or decision of the LTB; and

- Create new regulation-making authorities for the government to prescribe:
  - The form of a notice given by a landlord or tenant to terminate a tenancy.
  - Rules and guidelines for determining what qualifies as a “persistent” failure to pay rent / monthly housing charges, when they are due, by a tenant / member of non-profit housing co-operative.
  - Limitations on the LTB’s ability to postpone the enforcement of an eviction order and/or factors the LTB must consider before postponing enforcement.
  - Limitations, conditions, or tests related to a tenant / member of non-profit housing co-operative making a motion to set aside an eviction order that has been issued, without a hearing, when the tenant/member has given notice of termination to a landlord/co-op, or the parties have entered into an agreement to end a tenancy.
  - Limits or conditions on the power of the LTB to review its final decisions and orders.

The proposed amendments would come into force on a day to be named by order of the Lieutenant Governor in Council.

You may provide your comments on the proposed change through the Ontario Regulatory Registry from October 23, 2025, to November 22, 2025 at the links below:

- [RR 25-MMAH019](#): Seeking Feedback on Proposed Amendments to the Rules Related to Tenants Raising New Issues at a Landlord and Tenant Board (LTB) Rent Arrears Hearing
- [RR 25-MMAH024](#): Seeking Feedback on Proposed Amendments to Shorten the Rent Arrears Eviction Notice Period
- [RR 25-MMAH025](#): Seeking Feedback on Proposed Amendments to the Compensation Requirements for Landlord's Own Use Evictions
- [RR 25-MAG017](#): Seeking Feedback on Proposed Amendment to the Residential Tenancies Act, 2006 (RTA) to Shorten the Period of Time Available to Request a Review of an LTB order

## **Water and Wastewater Public Corporations Act – Ministry of Municipal Affairs and Housing**

Schedule 16 of the Bill proposes a new Act which sets out a framework for a new delivery model for water and wastewater services. The new framework will include legislative authority for the Minister to:

- Designate corporations as water and wastewater public corporations by regulation.
- Require prescribed municipalities to deliver water and wastewater exclusively through a water and wastewater public corporation beginning on a date as prescribed.

Under the new framework, the Minister will have regulation-making authority, including the ability to:

- Prescribe duties and responsibilities for the water and wastewater public corporation.
- Govern the transfer, issuance, redemption and purchase of shares and dividends of a water and wastewater public corporation.
- Govern requirements related to the nomination, appointment, election, resignation or removal of members of the board of directors of the corporation.
- Govern powers for the water and wastewater public corporation to impose and collect fees and charges. If required by LGIC regulation, the Minister of Municipal Affairs and Housing would have oversight powers over rate plans (and additional plans that may be prescribed in regulations).
- Provide for additional transitional matters.

Subject to future regulations setting out the share allocation, the first corporation would provide water and wastewater services in Peel Region and would be jointly owned by Mississauga, Brampton and Caledon. A corporation would be incorporated under the *Ontario Business Corporations Act* at the direction of the Minister that the Minister would designate as a water and wastewater public corporation.

The council of a municipality prescribed by the regulations shall, by the date specified in the regulations, make by-laws transferring employees, assets, liabilities, rights and obligations of the municipality to a water and wastewater public corporation for the purpose of providing water and wastewater services.

You may provide your comments on the proposed changes to the *Municipal Act, 2001* through the Environmental Registry of Ontario (ERO) notice and the Ontario Regulatory Registry ([025-1098](#)) from October 23, 2025 to November 22, 2025.

### **GO Transit Station Funding Act – Ministry of Infrastructure**

Schedule 4 of the Bill proposes changes the *GO Transit Station Funding Act, 2023*, to enable Municipalities the flexibility to specify payment of a transit station charge, in respect of any part of a development that consists of residential development, upon occupancy and require financial security to secure the payment of any transit station charge that is required to be paid upon occupancy of residential development.

Additional amendments will provide for the determination of a transit station charge that is payable upon occupancy of residential development.

You may provide your comments on the proposed change to the *GO Transit Station Funding Act, 2023* through the Environmental Registry of Ontario (ERO) notice [025-1182](#) from October 23, 2025 to November 22, 2025.

## **Toronto Waterfront Revitalization Corporation Act – Ministry of Infrastructure**

The proposed amendments to the *Toronto Waterfront Revitalization Corporation Act, 2002* would extend the mandate of Waterfront Toronto from 2028 to 2035, and allow for a further extension up to 2040.

The amendments also include provisions relating to a strategic review of Waterfront Toronto in 2031-32 that may inform the extension, a provision requiring the provincial government to consult with the federal government and City of Toronto prior to winding-up the corporation, and the repeal of provisions in the Act that are no longer applicable.

You may provide your comments on the proposed change to the *Toronto Waterfront Revitalization Corporation Act, 2002* through the Environmental Registry of Ontario (ERO) notice [025-1182](#) from October 23, 2025 to November 22, 2025.

## **Transit-Oriented Communities Act – Ministry of Infrastructure**

Schedule 15 of the Bill proposes to amend the *Transit-Oriented Communities Act, 2020*, which may allow the Minister to establish a Transit-Oriented Communities Advisory Panel. The Minister may appoint up to four individuals to this Advisory Panel and appoint a Chair from among them.

The Transit-Oriented Communities Advisory Panel would advise and make recommendations to the Minister, in respect of such matters as the Minister directs, related to infrastructure, transit-oriented community projects, land designated as transit-oriented community land under the Act, and other related matters.

The amendments will also enable the Minister to make an order requiring an owner of land designated as transit-oriented community land to enter into an agreement with a municipality addressing any matters that the Minister considers necessary for the appropriate development of the transit-oriented community land.

Municipalities will also be required to designate a municipal officer or employee to give to the Minister such information as the Minister requests with respect to the implementation of transit-oriented community projects that are located within that municipality.

You may provide your comments on the proposed change to the *Transit-Oriented Communities Act, 2020* through the Environmental Registry of Ontario (ERO) notice [025-1182](#) from October 23, 2025 to November 22, 2025.

## **Construction Act - Ministry of the Attorney General**

Schedule 2 of the bill proposes the following amendments to the *Construction Act* that would, if passed, refine the new annual release of holdback system that was enacted in 2024 but that is not yet in force:

Section 30 is re-enacted in order to apply with respect to the abandonment or termination of a contract or subcontract, rather than to a circumstance in which a contractor or subcontractor defaults in the performance of a contract or subcontract.

Not-yet-in-force amendments to section 31 that would have been made by section 27 of Schedule 4 to the *Building Ontario For You Act (Budget Measures), 2024* – providing for annual lien expiry – are repealed. Section 31 is amended to retain the provisions of those amendments dealing with notice of termination and its effects. The not-yet-in-force re-enacted version of section 26 (payment of basic holdback) is consequently amended to require the annual release of holdback without the expiry of liens.

Section 87.4 is amended by adding a separate transition rule for alternative financing and procurement arrangements (otherwise known as “public-private partnerships”) and to adjust the transition rules respecting amendments made to section 31.

Transitional regulation-making authority in section 88 is made more generally applicable and is transferred from the Lieutenant Governor in Council to the Minister.

The amendments are to come into force at the same time as related amendments to the Act made by the *Building Ontario For You Act (Budget Measures), 2024*, except for the transitional regulation-making authority which comes into force on Royal Assent.

## **Ontario Water Resources Act - Ministry of the Environment, Conservation and Parks**

Schedule 8 of the bill proposes amendments to the *Ontario Water Resources Act (OWRA)* that would, if enacted, would reduce the time and costs with providing on-site sewage treatment to on-farm worker housing by allowing larger systems (comprised of multiple systems with design capacities no greater than 10,000 L/d each and up to 50,000 L/d total per lot or parcel of land) to be regulated under the Ontario’s Building Code and exempting these systems from existing *Ontario Water Resources Act* requirements for environmental compliance approvals.

You may provide your comments on the proposed change to the *Ontario Water Resources Act* through the Environmental Registry of Ontario (ERO) notice [ERO 025-0900](#) from October 23, 2025 to November 22, 2025. In parallel, the government is also consulting on a policy proposal on how the Ontario Building Code will continue to provide protection to human health, the environment, and neighbouring properties in relation to these on-farm systems. You may provide comments on this supporting policy proposal to the Ontario Building Code through Environmental Registry of Ontario notice [ERO 025-0899](#) from October 24, 2025 to December 7, 2025.



### ***Building Transit Faster Act, 2020 – Ministry of Transportation***

Schedule 1 of the bill proposes amendments to the *Building Transit Faster Act, 2020* (BTFA) that, if passed, would remove barriers and streamline processes that may otherwise result in delays to the timely completion of provincial transit projects by:

- Reducing the notice period to property owners from 30 to 15 days for Metrolinx to conduct due diligence work (e.g., carrying out inspections, removing obstructions), extending access to municipal right-of-way and third-party lands to the operation and maintenance of projects, and expanding the application of Minister's access orders to additional infrastructure (e.g., tunnels, life safety systems, buildings, bridges). Amendments will also create Minister's regulation-making authorities to name additional infrastructure and to delegate powers for access orders to Metrolinx or to an MTO official.

You may provide your comments on the proposed change to the BTFA through the Environmental Registry of Ontario notice [ERO 025-1035](#).

### ***Highway Traffic Act – Ministry of Transportation***

Schedule 5 of the bill amends the *Highway Traffic Act* (HTA) to require applicants for a Driver's Licence, Photo Card and Registrant Identification Number demonstrate that the person is a resident of Ontario, that the person has legal status in Canada and, with respect to an application for a commercial class driver's licence, that the person is lawfully able to work in Canada.

The Schedule also makes amendments to Part II.1 of the HTA to address concerns about the impact of vehicle lane reductions on traffic flow, congestion, and transportation efficiency. Amendments to s.195.3 would prohibit all municipalities from reducing the number of motor vehicle lanes when installing new bicycle lanes. Regulation-making authority is also proposed that would allow the Minister to expand the prohibition to include other municipal activities or provide exemptions to the prohibition altogether.

Finally, amendments to s. 195.9 would streamline the process for reimbursement regarding the existing bicycle lane provisions.

You may provide your comments on the proposed changes through Environmental Registry of Ontario notice [ERO 025-1071](#) and Regulatory Registry notice [RR 25-MTO019](#).

### ***Local Roads Boards Act – Ministry of Transportation***

Schedule 6 of the bill amends the *Local Roads Boards Act* to allow owners of certain tax-exempt lands to make voluntary payments to their local roads boards. If approved by the Minister, the voluntary payments would be eligible for matching provincial government funding. The Minister is provided regulation-making authority to prescribe lands for this purpose, as well as to establish an approvals process for such payments. Other related amendments are made regarding record-keeping.

### ***Photo Card Act, 2008 – Ministry of Transportation***

Schedule 9 of the bill amends the *Photo Card Act, 2008*, to require that an applicant for a photo card establish that they are a resident of Ontario, and that they are in Canada lawfully.

### ***Public Transportation and Highway Improvement Act – Ministry of Transportation***

Schedule 11 of the bill adds a new section to the *Public Transportation and Highway Improvement Act* (PTHIA), stating that various things under the Act do not constitute an expropriation or injurious affection.

This Schedule also repeals and replaces s. 117 of the Act. The Minister of Transportation has existing authority under this section to set mandatory standards for highways, including for municipal roads; however, there is no such regulation currently in place. Proposed amendments would support implementation of common road construction standards across the province by creating new regulation-making authorities to allow the province to prescribe requirements for road construction contracts, establish an exemption process, and set reporting requirements pertaining to road standards. Amendments also allow the Minister to require input from stakeholders regarding standards upon request.

You may provide your comments on the proposed change to the PTHIA related to road construction standards through the Environmental Registry of Ontario notice [ERO 025-1140](#).

### ***Towing and Storage Safety and Enforcement Act, 2021 – Ministry of Transportation***

Schedule 14 of the bill amends the *Towing and Storage Safety and Enforcement Act, 2021*, such that tow operators and vehicle storage operators are not required to submit their rates to the ministry for a service where a maximum amount for that service has been set by regulation.

You may provide your comments on the proposed changes through Regulatory Registry notice [RR 25-MTO017](#).





# CHERYL GALLANT

**MEMBER OF PARLIAMENT**  
**ALGONQUIN-RENFREW-PEMBROKE**



Mayor Ethel LaValley  
Township of South Algonquin  
7 Third Ave PO Box 217  
Whitney, ON K0J 2M0

September 23, 2025

Dear Mayor LaValley,

Since 1290, the rights of private landowners under common law have been protected through fee simple title. This method promises the title holder exclusive ownership.

The Supreme Court of Canada has defined Aboriginal title as the right to exclusive use and occupation of the land.

After a recent decision by the B.C. Supreme Court a precedent was set that provincial Crown grants do not extinguish nor permanently displace Aboriginal title. "Aboriginal title is a prior and senior right to land," ruled Justice Barbara Young.

She also stated, "A precedent that will follow from this case is that provincial Crown grants of fee simple interest do not extinguish nor permanently displace Aboriginal title."

I bring this development to your attention because it has the potential to impact the rights of private property owners across Canada.

Please, take the time to learn about the B.C. Supreme Court Case:

*Cowichan Tribes v. Canada*

Consider what the ramifications for your municipality, and individual property owners may be. Prepare accordingly.

Sincerely,

Cheryl Gallant M.P.  
Algonquin-Renfrew-Pembroke

**PARLIAMENTARY OFFICE**

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## FOR IMMEDIATE RELEASE

October 10, 2025

### **FONOM and NOMA Thank the Federal and Provincial Governments for their Partnership to Keep Kap Paper Operating**

#### **Northern leaders commend collaboration to protect jobs, families, and regional stability**

KAPUSKASING / MARATHON, ON – The Federation of Northern Ontario Municipalities (FONOM) and the Northwestern Ontario Municipal Association (NOMA) are expressing their sincere appreciation to the Government of Canada, Premier Doug Ford, and the Province of Ontario for their coordinated efforts to keep the Kapuskasing Paper facility operating.

This joint support provides much-needed stability to families, workers, and businesses across Northeastern Ontario. The decision ensures that a cornerstone of the regional forestry supply chain — vital to Canada’s housing and construction goals — continues to operate and support communities that depend on its success.

FONOM President **Dave Plourde** said the announcement reflects the power of collaboration between governments and Northern communities:

“On behalf of FONOM and the people of Northeastern Ontario, I want to thank both the federal and provincial governments for stepping up for Kapuskasing and the entire forestry sector. This partnership demonstrates what’s possible when all levels of government collaborate to protect jobs and ensure a sustainable future for the North. The continued operation of Kap Paper means stability for families and hope for the next generation.”

NOMA President **Rick Dumas** echoed those sentiments, emphasizing the regional and national significance of the mill:

“This is a win not only for Kapuskasing but for all of Northern Ontario and Canada’s housing sector. The forestry industry is the backbone of our northern economy, and Kap Paper is a critical link in that chain. We deeply appreciate the leadership shown by the federal government, Premier Ford, and Ministers Harris and Holland in finding a path forward that keeps people working and our communities strong.”

The forestry sector remains one of Northern Ontario’s most important economic drivers, connecting sawmills, trucking operations, contractors, and service providers across the region. The continued operation of Kap Paper protects thousands of direct and indirect jobs, reinforcing the importance of the North’s contribution to national priorities, including affordable housing and sustainable economic growth.

FONOM and NOMA also acknowledged the constructive engagement from federal and provincial officials throughout the process, noting that their responsiveness and cooperation made this outcome possible.

“When Northern voices are heard, the results speak for themselves,” added Plourde. “This outcome is a clear example of partnership in action — and a model for how governments can work together to strengthen our communities.”

—30—

**Media Contacts:**

Dave Plourde, President, FONOM  
705-335-1615 | [fonom.info@gmail.com](mailto:fonom.info@gmail.com)

Rick Dumas, President, NOMA  
807-683-6662 | [admin@noma.on.ca](mailto:admin@noma.on.ca)

Ministry of the Solicitor General

Ministère du Solliciteur général



Strategic Policy Division  
Office of the Assistant Deputy Minister

Division des politiques stratégiques  
Bureau du sous-ministre adjoint

25 Grosvenor Street, 9<sup>th</sup> Floor  
Toronto ON M7A 1Y6

25, rue Grosvenor, 9<sup>e</sup> étage  
Toronto ON M7A 1Y6

**DATE:** November 19, 2025

**MEMORANDUM TO:** Heads of Municipal Council

**FROM:** Melissa Kittmer  
Assistant Deputy Minister, Strategic Policy Division

**SUBJECT:** Update to Ontario Regulation 416/23: Oaths and Affirmations under the *Community Safety and Policing Act, 2019* (CSPA)

I am writing to inform you of an important update to **Ontario Regulation 416/23: Oaths and Affirmations** under the *Community Safety and Policing Act, 2019* (CSPA), which affects the oath or affirmation that police service board and detachment board members must take before exercising their powers or performing their duties.

Following a public posting on the Ontario Regulatory Registry from June 30 to August 14, 2025, the regulation has been amended to update the wording of the oath/affirmation. Board members will now swear to discharge their duties “according to law and any rules, procedures and by-laws of the board,” aligning the wording with other provisions of the CSPA and responding to feedback received from stakeholders.

The updated oath reads as follows:

*“I solemnly swear (affirm) that I will uphold the Constitution of Canada, which recognizes and affirms Aboriginal and treaty rights of Indigenous peoples, and that I will, to the best of my ability, discharge my duties as a member of the (insert name of police service board, OPP detachment board, or First Nation OPP board as applicable) faithfully, impartially and according to law and any rules, procedures and by-laws of the board. So help me God. (Omit this line in an affirmation.)”*

This amendment is effective as of **October 31, 2025**. As of this date, all new board members who have not yet taken their oath or affirmation of office are required to take the

updated oath before exercising their powers or performing the duties of a member of the board. Current members who have already taken their oath are not affected.

This information is being shared to support police service boards, O.P.P. detachment boards, and municipal councils in preparing for this change and ensuring that onboarding materials and board procedures are updated as needed. If you are not a member of a police service board, we kindly ask that you share this information with your board chair.

If you or your administrative staff require additional information or assistance, please contact **Nicole Rogers**, Manager, Community Safety Policy Unit, at [nicole.rogers@ontario.ca](mailto:nicole.rogers@ontario.ca).

Thank you for your continued leadership and commitment to effective police governance and community safety in Ontario.

Best regards,



**Melissa Kittmer**  
Assistant Deputy Minister  
Strategic Policy Division  
Ministry of the Solicitor General

CC: Sheela Subramanian, Director, Community Safety and Intergovernmental Policy  
Branch  
Nicole Rogers, Manager, Community Safety Policy Unit

## **PLANNING REPORT**

☐ **ACTION**

☒ **INFORMATION**

TO: Mayor LaValley and Members of Council  
 FROM: Forbes Symon, Senior Planner, Jp2g Consultants Inc. (the Consultant)  
 DATE: December 17, 2025

**RE: Township of South Algonquin Official – MMAH Approval of OPA #2**

**Recommendation:** *That Council receive this report for information.*

The Township of South Algonquin undertook an update of its Official Plan starting in 2022. In the summer of 2023, Council received a draft of OPA #2 for consideration which it forwarded to Ministry of Municipal Affairs and Housing (Approval Authority) for review and comment. Staff received “verbal” comments from MMAH November 22, 2023, on recommended changes to the draft OPA #2. Open Houses and Public Meetings on OPA #2 were held the end of November/early December 2023. Council adopted OPA #2 on May 1, 2024, and submitted the same to MMAH for approval on June 28, 2024. MMAH approved OPA #2, with 59 modifications on October 29, 2025, (Attachment #1).

The consultant has now provided Township staff with a consolidated, updated Official Plan, with all the changes made by Council and MMAH modifications, and which is now in full force and effect.

This report is intended to provide a high-level overview of the modifications made by MMAH to OPA #2 for Council’s benefit.

### **BACKGROUND**

It is important for Council to appreciate that the approval process of OPA #2 with MMAH has been extremely challenging and frustrating. The requirement to provide the “Minister” with a copy of the draft OPA prior to being released for public review and comment is well understood and spelled out in the Planning Act. The fact that the comments from MMAH were “verbal” and expressed over through a virtual meeting and not in writing presented real challenges to staff and the consultant who made every effort to accurately capture the suggested changes to OPA #2. It is assumed that some of the modifications stem directly from the fact that the consultant was not provided with any written feedback from the MMAH.

The assumption of staff and the consultant was that by incorporating MMAH recommended changes into the draft OPA #2, the extent of MMAH modifications to the adopted OPA #2 would be minimal. There was also the assumption, supported by a direct request to MMAH that any proposed modifications would be reviewed with the Township, prior to the final approval of OPA #2. MMAH staff appeared to support this assumption.

On October 29<sup>th</sup>, 2025, the Township received notice that Official Plan Amendment #2 was approved by MMAH, with 59 modifications (Attachment #1). This approval was done without any consultation with the Township or the consultant. The Minister's approval is non-appealable and comes into force and effect immediately.

The consultant had several questions that were sent to MMAH seeking clarification which were responded to by the MMAH planner (Attachment #2)

This report summarizes the notable modifications made by MMAH to OPA #2. Several of the MMAH modifications were minor and editorial in nature and will not be discussed in this report. Several of the modifications deleted entire sections and replaced them with very similar statements with minor wording changes (i.e. modifications #2, #14, #17 as examples) are seen largely as editorial and wordsmithing.

## **MMAH MODIFICATIONS TO OPA #2**

The substantive changes brought about by MMAH modifications are discussed below.

**Modifications #4:** This modification speaks to the Township's Indigenous engagement and the desire for "early engagement" and "Knowledge-sharing" regarding Indigenous interests in the land. The modification goes further and identified local Indigenous communities represented by AOO, the Algonquins of Pikwakanagan First Nation, Curve Lake First Nations, Metis Nation of Ontario, and Nation Wendat.

**Modification #9:** This modification deleted reference to compatibility with residential land uses. When questioned about this modification MMAH indicated that there were several references to compatibility throughout the OP and that this section was unnecessary duplication.

**Modification #11:** This modification deleted the "general" prohibition for ARUs in the waterfront area and replaced it with an outright prohibition unless site specific hydrogeological assessments and/or lakeshore capacity assessments are undertaken. These studies will make ARUs in waterfront areas more expensive. Garden suites will still be available as an option for waterfront properties.

**Modification #13:** This modification removes the limit of 2-storey height maximum for future senior's residences in the Township.

**Modification #16:** This modification removes the suggested changes to enhance direction for the Committee of Adjustment and those wishing to reconstruct or expand their waterfront dwelling. They deleted the policies related to net environmental gain. It was explained to MMAH that the policies were in response to recent OLT decisions and benefited with direction from legal counsel. MMAH response was that net environmental gain is not a PPS concept and therefore not appropriate. They did indicate that MECP's Lakeshore Capacity Assessment Handbook could be a reference document for the future. It is generally held that Official Plans policies must comply with the minimum PPS provisions but can be more detailed and go beyond the minimum set out in the PPS. This modification appears to be contrary to this understanding.

**Modification #19:** This modification limits industrial development to “dry industries” – i.e. industries on private services. This may be a point of clarification but also does not support the concept that a large industry could have on-site communal servicing.

**Modification #23:** This modification is a re-write and reorganization of the entire Aggregate and Mineral Extraction policies of the OP. It removed the section on permitted uses. Many of the policy themes are retained but with much more specific wording and detail.

**Modification #26:** This modification removes the option for the creation of new limited services residential lots on existing private roads which meet Township standards. This policy change may limit the extent of future residential development in the Township.

**Modification #31 and #51:** These modifications are like #23 in that they re-write and reorganize the entire policy section. Many of the policy themes are retained but with much more specific wording and detail.

**Modification #52:** This modification removes the reference in the OP to the Zoning By-law identifying minimum lot sizes. This policy was included at Council’s request to minimize the number of hydrogeological assessments for new lots under 1 ha (2.46 ac) in size. The modified policy now clearly requires a hydrogeological assessment for all new lots under 1 ha in size. This will make new lot creation more expensive.

**Modification #58:** This modification removes the definitions section from the Plan and simply makes a reference to the PPS definitions. This change makes the OP less user-friendly by requiring someone to look at multiple documents to get a clear understanding of the impact of the policies.

**Modification #59:** This modification requires the Township to revise Schedule C to the updated OP to include natural heritage features related to fish habitat, wetlands, cervid wintering habitats, moose aquatic feeding areas and wildlife concentration area to the map. This work is outstanding and the consultant anticipates the updates to be concluded by the end of 2025.

## **NEXT STEPS**

As noted earlier in this report, the consultant has provided the Township staff with an updated Official Plan which contains all the amendments from OPA #2 and the modifications resulting from MMAH approval. There is additional work to be undertaken associated with written changes made Schedule C, which is currently being actioned.

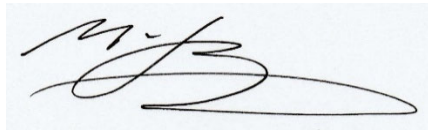
It should be highlighted that the cover letter from MMAH attached to the Decision, included a request that the Township undertake a Lands Needs Assessment, given the need to accommodate 160 additional residential units. This work involves population and housing projections and a determination of available land to accommodate future residential development. This is a modest request that the consultant would be pleased to provide to the Township for future reference (funding applications etc.).



The next step for the Township is to update its Zoning By-law to bring it into compliance with the updated Official Plan. It is understood that this work is part of the 2025/2026 budget and direction has been provided by staff to the consultant to proceed with this work. It is anticipated that there will be a draft updated zoning by-law ready for Council's consideration late spring/early summer 2026.

All of which is respectfully submitted.

**Jp2g Consultants Inc.**  
**Engineers • Planners • Project Managers**

A handwritten signature in black ink, appearing to read 'F. Symon', is written over a light blue rectangular background.

Forbes Symon, MCIP, RPP  
Senior Planner | Planning Services

## Attachment #1: MMAH Modifications to OPA #2 29-10-2025

### Ministry of Municipal Affairs and Housing

Municipal Services Office  
North (Sudbury)

159 Cedar Street, Suite  
401

Sudbury ON P3E 6A5

Tel: 705-564-0120

Toll-free: 1-800-461-1193

### Ministère des Affaires municipales et du Logement

Bureau des services aux  
municipalités du Nord Sudbury)

159 rue Cedar, bureau 401

Sudbury ON P3E 6A5

Tél.: 705 564-0120

Sans frais: 1 800 461-1193



October 30, 2025

Tracy Cannon, Deputy CAO/Deputy Clerk-Planner  
Township of South Algonquin  
7 Third Avenue, P.O. Box 217  
Whitney, ON K0J 2M0  
Email: [tcannon@southalgonquin.ca](mailto:tcannon@southalgonquin.ca)

**via email only**

**Subject: Approval of OPA N° 2 for the Township of South Algonquin**  
**MMAH File: 48-OP-225219**

Dear Tracy Cannon,

This letter is to advise you of the approval, with modifications, of the Official Plan Amendment N°2 for the Township of South Algonquin. Copies of the Decision and Notice of Decision are attached for your information and use.

Pursuant to subsections 17(36.5) and (38.1) of the *Planning Act*, this decision is final and not subject to appeal. Accordingly, the Official Plan Amendment, as approved with modifications by the Minister, came into effect on October 29, 2025.

The enclosed decision with modifications is based on an analysis of the adopted official plan for consistency with the Provincial Planning Statement, 2024 and compliance with the requirements of the *Planning Act*. The Ministry requests that the township undertakes a land needs assessment in the future, given the potential need for 160 new dwellings.

We are happy to discuss the modifications and answer any questions you may have. Please contact Anna Little, Manager, Community Planning & Development, Municipal Services Office North (Sudbury) at [anna.little@ontario.ca](mailto:anna.little@ontario.ca) if you wish to arrange a meeting to discuss the modifications.

Sincerely,

Bridget Schulte-Hostedde  
Regional Director, Municipal Services Office - North

C. Forbes Symon, Senior Planner, Jp2g Consultants Inc.

Enclosed: Notice of Decision & Decision

# DECISION

## With respect to the Township of South Algonquin Official Plan Amendment № 2

### Subsection 17(34) of the *Planning Act*

I hereby approve the Township of South Algonquin Official Plan Amendment № 2 adopted by By-law 2024-789, subject to the following modifications with additions in **bold underline** and deletions in **bold strikethrough**, and renumbering any subsequent policies accordingly:

1. Page 6, Part I, General Administrative Changes is modified by adding a new Item, as follows:  
**All references to “Provincial Policy Statement” or “Provincial Policy Statement 2020” shall be replaced with “Provincial Planning Statement” or “Provincial Planning Statement, 2024”.**
2. Page 7, Part I, Item 10, fourth paragraph is replaced in its entirety, as follows:  
**In 2022 Council initiated a formal review and update of this Official Plan under Section 26 of the Planning Act, to bring the South Algonquin Official Plan into compliance with the *Planning Act* and consistency with the Provincial Planning Statement, 2024. This Official Plan was amended by South Algonquin in 2024, for a planning horizon to 2049.**
3. Page 10, Part I, Item 14, is replaced in its entirety, as follows:  
**Section 1.3.1 Township Responsibilities, is hereby amended by replacing phrase b), as follows:**  
**“Update the Official Plan 10 years after an existing official plan has been repealed and replaced or five years after an update by official plan amendment;”.**
4. Page 10, Part I, Item 15 is replaced in its entirety, as follows:  
**Section 1.3 Township Responsibilities, is hereby amended with the addition of the following new subsections 1.3.2 to 1.3.4:**  
  
**“1.3.2 The Township Council will work towards building a constructive, cooperative relationship through meaningful engagement with Indigenous communities to facilitate knowledge-sharing in land use planning processes and informed decision-making.**  
  
**1.3.3 The Township shall undertake early engagement with local Indigenous communities and shall coordinate on land use planning matters to facilitate knowledge-sharing, support consideration of Indigenous interests in land use decision-making and support the identification of potential impacts of decisions on the exercise of Aboriginal and treaty rights.**

**1.3.4 The Township shall engage directly with relevant local Indigenous communities on all land use planning applications, changes, and decisions (e.g., consents, subdivisions, zoning amendments, re-designations, community improvement plans, etc.). Local Indigenous communities include (but are not limited to):**

**1. Algonquins of Ontario (AOO), which represents Algonquin people in 10 communities throughout the lands of the Algonquin Land Claim and will represent the following nine of the communities for engagement purposes:**

- **Whitney and Area Algonquins**
- **Bonnechere Algonquins**
- **Algonquins of Greater Golden Lake**
- **Kijicho Manito Madaouskarini Algonquin**
- **Mattawa / North Bay Algonquins**
- **Ottawa Algonkin Community**
- **Snimikobi Algonquin**
- **Shabot Obaadjiwan**
- **Antoine Nation**

**2. Algonquins of Pikwakanagan First Nation (AOPFN), which is a member of AOO, but is recognized under the federal *Indian Act* and will be engaged directly.**

**3. Curve Lake First Nation**

**4. Métis Nation of Ontario**

**5. Nation Wendat”**

5. Page 11, Part I, Item 16 is replaced in its entirety, as follows:  
Section 1.4.1 is hereby deleted in its entirety and replaced with the following:

**“The Ministry of Municipal Affairs and Housing is the approval authority for the Township’s Official Plan. The Township of South Algonquin has been exempted from Minister’s approval of official plan amendment applications under section 22 of the *Planning Act*, and has been delegated approval authority for consents, validations, subdivision and condominium applications.”**

6. Page 11, Part I, Item 17, bullet points 15 & 16 are replaced in their entirety, as follows:
- **To ensure that decisions of Council comply with the *Planning Act*, have regard to provincial interests as defined in Section 2 and are consistent with policy statements issued under Section 3 of the *Planning Act*.**
  - **To ensure that decisions of Council conform to the Growth Plan for Northern Ontario.**
7. Page 13, Part II, a new Item is added after item 19, as follows:  
**Section 2.4 – Efficient Use of Infrastructure is amended to read as follows:**  
**“2.4.1 Proposed development shall be appropriate to the infrastructure which is planned or available within that area of the Township, and shall**

not result in the need for unjustified and/or uneconomical expansion of this infrastructure. Before considering the development of new infrastructure, Council shall ensure the use of existing infrastructure and public facilities have been optimized and opportunities for adaptive re-use have been considered.

2.4.2 Planning for infrastructure and public service facilities shall be coordinated and integrated with land use planning, to ensure the assets meet current and projected needs and are financially viable over their life cycle as demonstrated through asset management planning.

2.4.3 Any new infrastructure and public service facilities will be strategically located to support effective and efficient delivery of emergency management services and ensure the protection of public health and safety.”

8. Page 13, Part II, Item 20 is modified by replacing policy 2.5.1 and 2.5.6 in their entirety and adding new policies 2.5.7 and 2.5.8, as follows:

2.5.1 It is the intent of this Plan to ensure that situations of land use incompatibility are not created by future development approvals. Major facilities and sensitive lands uses shall be planned to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects on public health and safety as well as on the major facilities. Specific policies related to contaminated sites are located in Section 6.4.1 of this Plan.

2.5.6 For the purposes of this Plan, compatible development means development that, although not necessarily the same as existing development in the vicinity, is capable of co-existing in harmony with existing developments without causing undue adverse impacts on surrounding properties. Compatibility should be evaluated in accordance with measurable and objective standards (e.g., MECP D-Series Guidelines) using a Land Use Compatibility Assessment.

2.5.7 Noise and vibration impacts shall be addressed for new sensitive land uses adjacent to existing railway lines, highways, sewage treatment facilities, waste management sites, industries, or aggregate extraction operations, or other stationary or line sources where noise and vibration may be generated. Council shall require the proponent to undertake noise and/or vibration studies to assess the impact on existing or proposed sensitive land uses within minimum distances identified in Ministry of Environment, Conservation and Parks guidelines including NPC -300 Environmental Noise Guidelines. Noise and/or vibration attenuation measures will be implemented, as required, to reduce impacts to acceptable levels.

2.5.8 Notwithstanding policy 2.5.7 above existing and proposed agricultural uses and normal farm practices, as defined in the Farming and Food Production Protection Act, 1998, shall not be required to undertake noise and or vibration studies.

9. Page 14, Part II, a new Item is added after item 20, as follows:

**Section 2.7 Compatibility with Residential Uses is deleted in its entirety.**

10. Page 14, Part II, item 21 is modified by renumbering the section as 2.7 and replacing the word “accessory” with the word “additional” in the second bullet of renumbered policy 2.7.3.
11. Page 14, Part II, item 22 is modified by renumbering the section to 2.7.5, and by replacing policies 2.7.5.5 and 2.7.5.7 in their entirety, as follows:
 

**2.7.5.5 Standards may be established in the Zoning By-law to govern requirement for year-round access, and servicing standards. The Zoning By-law may also include minimum standards for ARUs including (but not limited to): maximum dwelling unit area, minimum lot area, parking, and servicing.**

**2.7.5.7 The zoning by-law shall generally prohibit ARUs in waterfront areas due to compatibility issues, environmental issues, and safe access concerns. ARUs may be considered through a site-specific zoning amendment if a hydrogeological and/or lakeshore capacity assessment demonstrates that servicing capacity exists for the additional waste produced by the ARU, and the additional waste would not affect water resource systems and/or surpass environmental lake capacity.**
12. Page 15, Part II, item 23 is replaced in its entirety, as follows:
 

**Renumbered Section 2.7.7.1 is hereby amended by deleting the phrase “be normally” in the first sentence and adding the phrase “as a building typology” before the phrase “provided that they”, and by replacing the word “individual” with “private” in the final bullet point.**
13. Page 16, Part II, item 27 is modified by renumbering the section to 2.7.10, and by deleting the phrase “does not exceed two storeys (above ground) and” from bullet c).
14. Page 16, Part II, item 28 is modified by renumbering the section to 2.7.12, and by replacing policies 2.7.12.5, 2.7.12.8 and 2.7.12.10 as follows:
 

**2. 7.12.5 Council understands that it does not have the ability to address regional housing market demands to the same extent as communities developed on full municipal sewer and water services. That said, Council will strive to provide for affordable housing by enabling a full mix and range of housing types and densities to meet projected demographic and regional market requirements of current and future residents of the Township by:**

  - a) **Monitoring the need for social assisted housing for households and seniors. Where specific needs are identified, Council will work with the Province, First Nations, and others to meet identified needs.**
  - b) **Monitoring population projections and the residential development targets.**
  - c) **Making provision for alternative housing types such as additional residential units.**
  - d) **Encouraging cost-effective development standards and densities for new residential development to reduce the cost of housing.**
  - e) **Council shall encourage a minimum of 10% of all new housing units**

**to be “affordable” as defined by the Provincial Planning Statement.**

**2.7.12.8 The Township may undertake a Housing Study building on DNSSAB’s 2023 Housing Need and Supply Study to better understand the needs for local housing.**

**2.7.12.10 Council encourages the provision of non-profit housing by private or non-profit housing corporations at appropriate locations, consistent with good planning principles.**

15. Page 19, Part II, item 31 is modified by inserting the word “individual” between the word “private” and the phrase “or communal”.

16. Page 20, Part II, item 33 is modified by renumbering the section to 2.14, replacing policy 2.14.6 and 2.14.7, and deleting policy 2.14.8 in its entirety, as follows:

**2.14.6 This Plan encourages those wishing to reconstruct or expand an existing legal building or structure which does not meet the 30-m setback to demonstrate that every effort has been made to locate the addition to the rear of the existing structure and minimize the amount of development within the 30-m setback.**

**2.14.7 Additions which horizontally extend the existing dwellings into the shoreline setback will generally be discouraged. Expansions to the rear (i.e., landward side) of the existing non-conforming/non-complying structure are preferred. Approval for such expansions or additions may be sought from the Committee of Adjustment under Section 45(2) of the *Planning Act*.**

17. Page 23, Part II, item 34 is modified by renumbering the sections starting with policy 2.17, and by replacing renumbered policies 2.19.4 and 2.23.1 and adding section 2.24, as follows:

**2. 19.4 Council may pass a by-law under section 129 of the Municipal Act in order to implement the following “dark skies” policies:**

- a) **Subdivision development applications, commercial/industrial site plan development applications, and new institutional developments may be required to include a photometric plan of the site showing the proposed design light levels, along with details of the exterior light fixtures proposed to be used at the site.**
- b) **Light spillage from new development projects onto adjacent properties and roads shall be avoided. The target light levels at the development property’s boundaries shall be near 0.0 foot-candles.**
- c) **All exterior light fixtures should be properly shielded to prevent glare and to direct light downwards and onto a property.**
- d) **Light wattages may have to be reduced where reflective surfaces on the site may cause secondary (reflected) glare and light trespass.**
- e) **These policies may be implemented through the Subdivision and/or site plan approval processes.**

- f) The Township may enact a Dark Skies By-Law in order to further implement these policies. Such a by-law may include regulations associated with public education as part of the implementation strategy.

**2.23.1 The Township shall strive to protect, improve, or restore the quality and quantity of water resources by:**

- a) Using the watershed as the ecological meaningful scale for considering the cumulative impacts of development;
- b) Minimizing potential negative impacts, including cross-jurisdictional and cross-watershed impacts;
- c) Evaluating and preparing for the impacts of climate change to water resources;
- d) Identifying water resource systems consisting of ground water features, hydrologic functions, natural heritage features and areas, and surface water features including shoreline areas, which are necessary for the ecological and hydrological function of the water resource;
- e) Maintaining linkages and related functions among ground water features, hydrologic functions, natural heritage features and areas, and surface water features, including shoreline areas;
- f) Implementing necessary restrictions on development and site alteration to protect, improve, or restore vulnerable surface and ground water features and their hydrologic functions;
- g) Planning for efficient and sustainable use of water resources, through practices for water conservation and sustaining water quality;
- h) Ensuring consideration of environmental lake capacity, where applicable;
- i) Ensuring stormwater management practices minimize stormwater volumes and contaminant loads and maintain or increase the extent of vegetative and pervious surfaces; and,
- j) Work with Ontario Power Generation (OPG) to establish policies and procedures that recognize OPGs role in the management of the Township's water resources.

**2.24 Parkland Dedication**

**2.24.1 The municipality may prepare a parks plan and pass a by-law under section 42 of the Planning Act designating the whole or any part of the municipality as being subject to the conveyance of land for park purposes as a condition of development or redevelopment.**

**2.24.2 Parkland dedication shall not exceed 2% for commercial/industrial development and 5% of the gross area of the land proposed for all other types of development.**

**2.24.3 For development containing an affordable residential unit as defined in subsection 4.1 (1) of the *Development Charges Act*, the dedication will be calculated in accordance with subsection 51.1 (1.1) of the *Planning Act*. No dedication or payment in lieu thereof will be required for a non-profit housing development as defined in subsection 4.2 (1) of the *Development Charges Act*.**



18. Page 25, Part II, item 36 is replaced in its entirety as follows:

**Section 3.2 Permitted Uses, is hereby amended by adding the following new sentence at the end of the bulleted list:**

**“Generally, public service facilities should be encouraged to be co-located in community hubs and with parks and open space, where appropriate, to promote cost-effectiveness and facilitate service integration as well as access to active transportation.”**

19. Page 26, Part II, a new item is added after item 37, as follows:

**Section 3.4 Industrial Development in Villages is hereby amended by adding “(i.e., dry industrial) to the end of the second bullet in policy 3.4.1.**

20. Page 26, Part II, item 38 is replaced in its entirety as follows:

**Section 3.5 is hereby deleted in its entirety and replaced with the following:**

**“3.5 Boundary Adjustments to Villages**

**3.5.1. Adjustments to the boundaries of a designated Village will be subject to an official plan amendment and will be implemented following the processes outlined in Section 12 of this Plan.**

**3.5.2 The Township may identify a new settlement area or allow for the expansion of a settlement area boundary only where it has been demonstrated that:**

- **There is a need to designated and plan for additional land to accommodate an appropriate range and mix of land uses;**
- **The infrastructure and public service facilities which are planned or available have sufficient capacity and are suitable for the development over the long term and protect public health and safety;**
- **The new or expanded settlement area provides for the phased progression of development; and,**
- **The new or expanding settlement area is in compliance with the MDS.**

**In determining the most appropriate direction for expansions to the boundaries of settlement areas or the identification of a new settlement area, the Township shall consider and apply all the policies related to natural heritage features, natural resource protection, cultural heritage protection, and protection of public health and safety.**

**3.5.3 Notwithstanding the policies of Section 3.5.2, the Township may identify a new settlement area only where it has been demonstrated that the**

**infrastructure and public service facilities to support development are planned or available.**

21. Page 27, Part II, Item 39 is replaced in its entirety as follows:

**Section 4.2.1 is hereby amended by:**

**Adding the phrase “servicing the rural community” to the end of the second bullet point.**

**Adding a new third bullet point “home occupations and home industries”.**

**Updating the sixth bullet to read “mineral aggregate operations, including accessory uses such as crushing, screening and recycling operations, production of secondary related products, machinery storage facilities, and office space; and wayside pits and quarries;”**

**And adding the phrase “including uses which are secondary to a principal agricultural use and which add value to agricultural products or support the agricultural resource use, including agricultural-related uses and on-farm diversified uses;” after the word “agriculture,” in the 12th bullet point.**

22. Page 27, Part II, Item 41 is replaced in its entirety as follows:

**Section 4.4 Protection of Agricultural Land and Activities, is hereby amended by deleting the phrase “the Minimum Separation Formulae in the Provincial Policy Statement will be used” at the end of 4.4.1, and inserting the phrase “including new lots, the proposed use shall comply with the minimum distance separation formulae”**

**And by adding the following new Subsection 4.4.2 which reads as follows:**

**“4.4.2 Existing and proposed agricultural operations and normal farm practices shall be governed by the Farming and Food Production Protection Act.”**

23. Page 27, Part II, item 42 is replaced in its entirety as follows:

**Section 4.6 Aggregate and Mineral Extraction, is hereby deleted in its entirety and replaced with the following:**

**“4.6.1 Wayside pits and quarries and portable asphalt and concrete plants used on public authority contracts shall be permitted throughout the Rural area, without the need for an official plan amendment, rezoning, except in areas of existing sensitive land use which have been determined to be incompatible, and in accordance with the policies of the Hazard Areas designation (Section 6) and the Natural Resources policies identified in Section 10.**

**4.6.2 An archaeological assessment will be required for any ground disturbance activity associated with wayside pits and quarries if the subject property is located in an area of archaeological potential or near a known archaeological site.**

**4.6.3 Existing mineral aggregate (pit and quarry) operations are recognized on Schedule B.**

**4.6.4 Mineral aggregate operations should be undertaken in a manner which minimizes impacts on the physical environment, adjacent land uses, and landowners. Both surface and ground water shall be protected from adverse impacts of extraction.**

**4.6.5 Where a new pit or quarry is proposed or an expansion is applied for, appropriate studies will be required to ensure that the impact is acceptable. The nature of the studies will depend on the location and the uses in the surrounding area. For examples, studies of the possible impact on natural heritage features, groundwater (quantity and quality), noise, dust, vibration and haul routes may be required. The Township may require a peer review of the studies to determine if the findings are acceptable. Only processes under the Aggregate Resources Act shall address the depth of extraction of new or existing mineral aggregate operations.**

**4.6.6 Demonstration of need for mineral aggregate resources, including any type of supply/demand analysis, shall not be required, notwithstanding the availability, designation or licensing for extraction of mineral aggregate resources locally or elsewhere.**

**4.6.7 The Township may pass a by-law under the *Municipal Act* to regulate extractive operations. This by-law would require that the applicant enter into an agreement with the Township respecting the following matters:**

- a) arrangements for the progressive rehabilitation and final rehabilitation of the site in accordance with the Aggregate Resources Act or Mining Act and the Provincial Planning Statement;**
- b) timing of blasting or crushing operations;**
- c) the provision of visual buffers;**
- d) haul routes and the use of access roads;**
- e) the retention or processing of waste water and other pollutants; and**
- f) the provision of detailed site plans of the area as it will appear during use and after rehabilitation.**

**4.6.8 Extractive uses, including peat extraction and mineral exploration, shall be adequately screened from surrounding uses.**

**4.6.9 Council may require that the proponents of extractive uses enter into agreements with the Township:**

- **to ensure that the development does not have an adverse impact on municipal roads;**
- **to provide for visual abatement; and**
- **to plan for the rehabilitation and after use of the site.**

**4.6.10 Progressive and final rehabilitation will be required to accommodate subsequent land uses, promote land use compatibility, and to recognise the interim nature of extraction. Final rehabilitation shall take surrounding land use and approved land use designations into consideration.**

**4.6.11 Mineral mining operations and mineral aggregate operations shall be protected from development and activities that would preclude or hinder their expansion or continued use or which would preclude or hinder their expansion or continued use or which would be compatible for reasons of public health, public safety or environmental impact. For the purposes of this policy, the influence area and minimum separation distance for a sensitive use (such as a residential use) near an extractive operation shall respectively be 1000 metres and 300 metres from a class III industrial facility, and 300 metres and 70 metres from a class II industrial facility. The development of any sensitive use within the influence areas noted shall require noise and hydrogeological studies to confirm there will be no impact on the sensitive land use from the extractive operation. This policy will also apply in a reciprocal fashion in establishing or redesignating an extractive operation near an existing sensitive land use.**

**4.6.12 The removal or placement of fill may be permitted in conjunction with an established pit or quarry found within lands designated as Hazard Areas through an amendment to the zoning by-law. Applications for such activity shall only be approved after an environmental impact study, carried out by a qualified biologist/ecologist together with a hydrologist/hydrogeologist who are retained by the Township and paid by the proponent, has determined that the operation will not:**

- a) **alter the flood plain so as to cause detrimental impacts;**
- b) **have a negative impact on significant habitat areas and other natural features and areas; or**
- c) **affect the hydrogeological functioning of the feature.”**

24. Page 28, Part II, item 43 is replaced in its entirety as follows:

**A new Section 4.7 Protection of Mineral Aggregates and Mineral Resources, is inserted, as follows, and subsequent sections renumbered accordingly:**

**4.7.1 Known mineral deposits and significant areas of mineral potential are identified in Schedule B as Mineral Inventory and Mineral Inventory Buffer. Areas of high potential for aggregate extraction that are identified in the aggregate study will be protected for future use.**

**4.7.2 In areas adjacent to, or in, known deposits of mineral aggregate and mineral resources, and areas of significant mineral aggregate and/or mineral resource potential, development and activities which would preclude or hinder the establishment of new operations or access to the resources shall only be permitted if:**

- a) the use of said resources would not be feasible; or**
- b) the proposed land use or development serves a greater long-term public interest; and**
- c) issues of public health, public safety and environmental impact are addressed.**

**4.7.3 Prior to considering development in areas of known aggregate resources, Council shall be satisfied that the proposed development will not affect the long-term availability of aggregate resources in the Township and surrounding area.**

**4.7.4 It shall be a policy that “past producing extraction operations” are considered to be sites that are under temporary closure and where there is remaining mineral potential. Resumption of extraction may be permitted subject to the approval of the Province.**

**4.7.5 Development in areas of past extractive activity shall be permitted only if rehabilitation measures to address and mitigate known or suspected hazards are under-way or have been completed.**

**4.7.6 The Province has interest in any planning application that has the potential to restrict mineral exploration and mining activities. Any planning applications within 1 kilometer of a Mineral Deposit Inventory (MDI) point or any planning application affecting lands within the one kilometre Mine hazard Buffer Zone (AMIS Sites) as shown on Schedule B must be provided to the Province for review and comment.**

25. Page 28, Part II, a new item is added after item 43, as follows:

**Section 4.8 Industrial Development is hereby amended as follows:**  
**“...Industrial development in the “Rural” area will be limited to those uses which require extensive amounts of space, serve the needs of the rural**

**area, are considered incompatible uses in the Township's Villages, or and are considered dry industries..."**

26. Page 29, Part II, item 45 is hereby modified by deleting item c) from policy 4.10.2.

27. Page 29, Part II, a new item is inserted after item 46, as follows:

**Section 4.14 Hunt Camps is hereby amended by deleting the following sentence from subsection 4.14.1: "These uses often have special considerations that allow some flexibility in terms of access, building and related services."**

28. Page 29, Part II, item 48 is hereby amended by replacing the phrase "system tile fields" with "septic dispersal beds" in policy 5.3.6 bullets b) and c), and by replacing policies 5.3.9 and 5.3.12 in their entirety as follows:

**5.3.9 The Province the local municipality have the information on the current classification of a lake and it is recommended that either or both the Province and the local municipality be consulted prior to any development or site alteration on a waterfront property.**

**5.3.12 The Township may require a marine archaeological survey to be conducted by a licensed marine archaeologist pursuant to the Ontario Heritage Act if partially or fully submerged marine features such as ships, boats, vessels, artifacts from the contents of boats, old piers, docks, wharfs, fords, fishing traps, dwellings, aircraft and other items of cultural heritage value exist or are discovered and could be impacted by shoreline and waterfront developments.**

29. Page 33, Part II, item 49 is hereby modified by replacing "three (3)" with "two (2)" and "5.4, 5.5 and 5.6" with "5.4 and 5.5" in the introductory paragraph, and is further modified by deleting section 5.5 Net Environmental Gain in its entirety and renumbering the following sections accordingly.

30. Page 35, Part II, item 52 is hereby modified by replacing the final sentence of the first paragraph of policy 6.1 with the sentence "There are also constraints to development as a result of man-made hazards such as contaminated lands, abandoned mines, or former mineral aggregate operations", and by adding a third paragraph to the policy as follows:

**Development shall be directed away from areas of natural or human-made hazards where there is an unacceptable risk to public health or safety or of property damage, and shall not create or aggravate existing hazards.**

31. Page 35, Part II, item 53 is replaced in its entirety, as follows:

Sections 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 are hereby deleted in their entirety and replaced it with the following three (3) new sections in sequential order as follows:

#### “6.2 Identifying Hazard Areas

There is a general lack of accurate mapping showing the location of areas characterized by natural or man-made hazards. Where hazard mapping exists, it is shown on Schedule B, Constraints. It is recognized that hazardous conditions may exist which are not shown on Schedule B and as such it is important to ensure that appropriate consultation be included in any development review process.

The Township shall work with public authorities and utilities to update the hazard mapping and identify hazard areas.”

#### “6.3 Natural Hazard Lands

##### 6.3.1 Prohibited Uses in Natural Hazard Lands

6.3.1.1 Development shall generally be directed to areas outside of hazard lands adjacent to the shorelines of river, stream, and small inland lake systems that are impacted by flooding and/or erosion hazards.

6.3.1.2 Development and site alteration shall not be permitted in areas that would be rendered inaccessible to people and vehicles during times of flooding and/or erosion hazards, unless it has been demonstrated that the site has safe access appropriate for the nature of the development and the natural hazard.

6.3.1.3 Development and site alteration shall not be permitted in a floodway, regardless of whether the area of inundation contains high points of land not subject to flooding.

6.3.1.4 Development shall generally be directed to areas outside of lands that are unsafe due to the presence of hazardous forest types for wildland fire.

6.3.1.5 The following uses are prohibited: Nursing homes, hospitals, homes for the aged, senior citizen apartments, group homes for the physically or mentally challenged, day care centres, or other similar uses for which flooding could pose a significant danger to the inhabitants, schools, essential emergency services (fire, police and ambulance stations), electrical substations, storage or handling of hazardous substances.

### **6.3.2 Defining Areas Subject to Floods**

**The floodplain areas are low lying lands and watercourse corridors defined by the most impactful local flooding event recorded in the watershed, by the 1 in 100 year flood plus wave up-rush, where applicable, or defined by specific flood levels approved by the Ministry of Natural Resources.**

#### **6.3.2.1 Permitted Uses**

**Notwithstanding the underlying designation on Schedule A, development and site alteration is prohibited in flood plains, except in accordance with the following:**

- 1. Repairs and minor additions to buildings and accessory buildings, which do not affect flood flows, will be permitted where there is existing nonconforming development.**
- 2. Uses which by their very nature must be located within the flood plain and will not affect the hydrology or hydraulics of the flood plain may be permitted;**
- 3. Works required for flood and/or erosion control and passive recreational and/or open space non-structural uses which do not affect the hydrology or hydraulics of the flood plain may be permitted.**

### **6.3.3 Erosion: Unstable Slopes And Organic Soils**

**6.3.3.1 The erosion hazard limit is determined using considerations that include the 100-year erosion rate (the average annual rate of recession extended over a one-hundred-year time span), and allowance for slope stability, and an erosion or erosion access allowance.**

**6.3.3.2 Slopes with a slope angle of 3:1 (horizontal: vertical) or steeper are identified as being potentially unstable. Development and site alteration in areas identified as having unstable slopes or unstable soils is prohibited unless it can be determined that the proposed development will be in full conformity with the Building Code Act. This may require that sufficient soils and engineering information be made available to indicate that the site is suitable or can be made suitable for development using accepted scientific and engineering practices; alterations to the site will not result in increased hazards or cause adverse environmental effects on or off-site.**

**6.3.3.3 The underlying designation on Schedule A shall identify the permit uses on such lands.**



### **6.3.4 Setbacks**

**6.3.4.1 Except as otherwise directed by provincial regulations, policies, and guidelines, generally, thirty (30) metre building setbacks shall be imposed from the boundaries of Hazard Areas, except for:**

- a) **valley lands, where a 30 metre setback will be imposed from the stable top of bank; and;**
- b) **permanent and intermittent streams, where a 30 metre setback will be imposed from the meander belt, or the land across which a stream shifts its channel from time to time.**

### **6.3.5. Wildland Fire**

**6.3.5.1 The Provincial Policy Statement defines hazardous forest types for Wildland Fire as, forest types assessed as being associated with the risk of high to extreme wildland fire using risk assessment tools established by the province, as amended from time to time. Development shall generally be directed to areas outside of lands that are unsafe due to the presence of hazardous forest types for wildland fire. However, development may be permitted in lands with hazardous forest types where the risk is mitigated in accordance with Wildland Fire assessment and mitigation standards as identified by the province.**

**6.3.5.2 Proponents submitting a planning application for lands that contain forested areas may be required to undertake a site review to assess for the risk of high to extreme wildland fire behaviour on the subject lands and adjacent lands (to the extent possible). A general indication of hazardous forest types for Wildland Fire are identified on Schedule B – Constraints and Opportunities, to this Plan. If development is proceeding where high to extreme or pine (needs assessment) risks for wildland fire is present, proponents are required to identify measures that outline how the risk will be mitigated.**

**6.3.5.3 Wildland fire mitigation measures shall not be permitted in provincially significant wetlands.**

**6.3.5.4 Wildland fire mitigation measures shall not be permitted in significant woodlands, significant valleylands, significant wildlife habitat and significant areas of natural and scientific interest, unless it has been demonstrated through an EIS that there will be no negative impacts on the natural features or their ecological functions.”**

### **“6.4 Human-Made Hazard Lands**

#### **6.4.1 Contaminated Sites**

**Contaminated sites are defined as sites where the environmental condition of the property, i.e. the quality of the soil or ground water, may have the potential for adverse effects to human health or the natural environment. Current mapping showing contaminated sites is not available for the Township, other than the closed landfills on Crown Land that are identified on Schedule B.**

**6.4.1.1 In reviewing development applications, the approval authority may require the undertaking of an Environmental Site Assessment (ESA). An ESA shall be mandatory when a change of land use triggers an ESA in accordance with Ontario Regulation 153/04.**

**6.4.1.2 Where the ESA produces reasonable evidence to suggest the presence of site contamination, the proponent may be required to undertake appropriate technical studies as part of the development review process in order to identify the nature and extent of contamination, to determine potential human health and safety concerns as well as effects on ecological health and the natural environment, to demonstrate that the site can be rehabilitated to meet provincial standards and to establish procedures for site rehabilitation and mitigation of the contamination.**

**6.4.1.3 The proponent will be required to restore the site and to make it suitable for the proposed use in accordance with the recommendations of any required technical studies prior to development or land use change.**

**6.4.1.4 It is the intent of Council to ensure the proper decommissioning and clean-up of contaminated sites prior to their redevelopment or reuse. Filing of a record of site condition in the Registry, by a qualified person, as defined in O. Reg 153/04, is mandatory for a change of use of a property from industrial, community or commercial to residential, agricultural, institutional or parkland.**

**6.4.1.5 The ESA and site restoration shall be undertaken according to Ontario Regulation 153/04 and with MOE guideline "Records of Site Conditions - A Guide to Site Assessment, the clean-up of Brownfield Sites and the Filing of Records of Site Conditions" dated October 2004 Record of Site Condition.**

**6.4.1.6 Prior to approval of an Official Plan Amendment and prior to the approval of a Zoning By-law amendment, subdivision, condominium,**

consent or other planning application by the approval authority on a site that is potentially contaminated or is contaminated, the proponent shall document the present and past use of the site and surrounding lands, engage professional assistance in the analysis of soils, ground waters and surface waters as required in consultation with the Ministry of the Environment, Conservation and Parks and shall prepare a remedial action plan in accordance with “Ontario Regulation 153/04, Record of Site Condition”. Where the contaminants are in concentrations above Ministry established acceptable concentrations. A Ministry of the Environment, Conservation and Parks “Record of Site Condition” may be required to confirm that a site is suitable for its intended use. The proponent shall ensure the supervision of excavation and soil handling activities during site clean-up.

6.4.1.6 Prior to approval of an Official Plan Amendment and prior to the approval of a Zoning By-law amendment, subdivision, condominium, consent or other planning application by the approval authority on a site that is potentially contaminated or is contaminated, the proponent shall document the present and past use of the site and surrounding lands, engage professional assistance in the analysis of soils, ground waters and surface waters as required in consultation with the Ministry of the Environment, Conservation and Parks and shall prepare a remedial action plan in accordance with “Ontario Regulation 153/04, Record of Site Condition”. Where the contaminants are in concentrations above Ministry established acceptable concentrations. A Ministry of the Environment, Conservation and Parks “Record of Site Condition” may be required to confirm that a site is suitable for its intended use. The proponent shall ensure the supervision of excavation and soil handling activities during site clean-up.

#### 6.4.2 Abandoned Mine Sites and Former Mineral Aggregate Operations

6.4.2.1 There are a number of known mine hazards located in the Township. Known mine hazards located in the Township are shown on Schedule B.

6.4.2.2 It shall be policy to recognize past producing mines as areas where development should be restricted. Any proposed development within a one-kilometre radius of a past producing mine, as identified on Schedule B, will first be subject to consultation with the Ministry of Mines. Should it be deemed necessary a detailed site evaluation conducted by a qualified consultant will be required prior to development. Documentation from this study shall demonstrate that:

- a) the development land is suitable for the type of development proposed; and
- b) the mine hazard can be mitigated and remediated to properly address public health, safety, and environmental concerns to the satisfaction of the Township.

6.4.2.3 Development on, abutting and adjacent to lands affected by mine hazards or former mineral aggregate operations may be permitted only if rehabilitation measures to address and mitigate known or suspected hazards are under way or have been completed.

6.4.2.4 Other mine hazards may exist in the Township. These sites, when identified by the Ministry of Mines, shall be added to Schedule B without the need for amendment to this plan.”

32. Page 41, Part II, item 55 is modified by adding the following sentences at the end:

The section is further amended by adding a second policy as follows:

“7.3.2 Crown land disposition may include transfer into freehold ownership, at which point they cease to be Crown lands. Crown disposition may also include leases and permits.”

33. Page 41, Part II, item 56 is replaced as follows:

Section 7.4 is renamed Privatization of Crown Land, and is hereby amended by removing the words “or leased”, and replacing the word “shall” with “may”.

34. Page 41, Part III, item 57 is replaced in its entirety as follows:

Section 8.2.1 is hereby amended by replacing the word “protect” with “conserve” in listed number 6. The policy is further amended by updating the final sentence as follows:

“When necessary, the construction of public works will be subject to archaeological and/or heritage impact assessments and satisfactory measures to mitigate any negative impacts affecting identified significant cultural heritage resources.”

35. Page 41, Part III, item 58 is modified by replacing policy 8.3.7 and adding a new policy 8.3.16 as follows:

8.3.7 Waste disposal shall be restricted to open waste or a sanitary landfill sites as identified on Schedule A. Ancillary uses such as recycling depots and transfer stations shall also be permitted. Disposal of liquid industrial, radioactive, or toxic waste shall not be permitted.

**8.3.16 Prior to the approval of any new development, including new lot creation, it must be demonstrated that there is sufficient reserve capacity for solid waste to accommodate the development.**

36. Page 42, Part III, item 59 is modified by replacing the subsection 8.4 name “Water, Wastewater and Stormwater Services” with “Water and Wastewater Services” and is further modified by replacing policy 8.4.4 in its entirety, as follows:

**8.4.4 Partial services may be permitted where they are necessary to address failed individual on-site sewage services and individual on-site water services in existing development or within the settlement areas where development will be serviced by individual on-site water services in combination with municipal or private communal sewage services.**

37. Page 44, Part III, a new item is added after item 61, as follows:

**Section 9.3.1 is hereby amended by replacing the “2” with “4” and the word “Policy” with “Planning” in the last paragraph, and by adding two new paragraphs after the first paragraph in the policy, as follows:**

**“New development proposed on adjacent lands to existing or planned corridors and transportation facilities should be compatible with, and supportive of, the long-term purposes of the corridor and should be designed to avoid, or where avoidance is not possible, minimize and mitigate negative impacts on and adverse effects from the corridor and transportation facilities.**

**The co-location of linear infrastructure will be promoted, where appropriate.”**

38. Page 44, Part III, item 62 is modified by adding the phrase “, as well as McKenzie Lake Road, Victoria Lake Road, and Major Lake Road (within Lots 14 & 15, Concession 2)” after “523”, and by deleting the phrase “understood to be” in policy 9.5.1. And is further modified by adding a new policy 9.5.7 as follows:

**9.5.7 A lot of record that has frontage on a provincial highway is permitted only one highway entrance, and properties that do not have provincial highway frontage are not permitted to access the provincial highway from a neighbouring property.**

39. Page 47 Part III, item 71 is modified by replacing “Natural Resources and Forestry (MNR)” with “Environment, Conservation and Parks” in policy 10.1.4, and by replacing policy 10.1.5 in its entirety as follows:

**10.1.5 The Ministry of Environment, Conservation and Parks (MECP) regulates required authorizations under the Endangered Species Act, 2007 and the associated regulation (O. Reg. 242/08) if development or site**

alteration will impact endangered or threatened species or their habitat. Any technical studies required to support development applications shall be conducted by a qualified professional and shall be subject to peer review. The MECP also administers provincial policy and legislation relating to water quality, soil contamination, waste management, provincial protected areas, and air quality in the Township.

40. Page 48, Part III, item 72 is modified by deleting the phrase “by the Natural Resources and Forestry (MNR)” from policy 10.2.4, and by replacing policies 10.2.1 and 10.2.3 in their entirety as follows:

10.2.1 Environmental protection and effective resource management are important to the future of the Township. Natural features and areas shall be protected for the long term. The Township must exercise strong management in this regard, while recognizing there are a number of other public and private agencies that also have a mandate to concentrate on certain elements of this duty.

10.2.3 Natural heritage features are important to the unique rural character and diversity of the natural environment found in the Township and possess or perform ecological functions and represent significant natural capital assets.

41. Page 51, Part III, a new item is added after item 73, as follows:

Section 10.6 Mineral Aggregate and Mineral Resources is deleted in its entirety, and subsequent sections are renumbered accordingly. Renumbered Section 10.6.1 Significant Natural Heritage Features, is hereby replaced in its entirety as follows:

“Schedule C indicates where a number of natural heritage features are known to be present within the Township.”

42. Page 51, Part III, item 74 is replaced in its entirety as follows:

Renumbered Section 10.6.2 Significant Natural Heritage Features, is hereby deleted in its entirety and replaced with the following:

“Natural heritage features consist of the following:

- Water bodies and watercourses;
- Significant Habitat of Endangered and Threatened Species;
- Fish Habitat;
- Provincially Significant Wetlands
- Locally Significant or Unevaluated Wetlands;
- Areas of Natural and Scientific Interest (ANSIs);
- Significant Wildlife Habitat”

43. Page 51, Part III, a new item is added after item 74, as follows:

**Renumbered Section 10.6.4 is hereby amended by adding the words “fish habitat” to the bulleted list after the words “significant wildlife habitat”.**

44. Page 51, Part III, item 76 is modified by inserting the word “or” between the words “At Capacity” and “Lake Trout Lakes” and by replacing the table in its entirety, as follows:

<b><u>Item</u></b>	<b><u>Constraint Feature</u></b>	<b><u>Adjacent Land Distance</u></b>
<b><u>1.</u></b>	<b><u>All water bodies and watercourses (streams, rivers, lakes, etc.)</u></b>	<b><u>30 metres</u></b>
<b><u>2.</u></b>	<b><u>Provincially / Locally Significant / Unevaluated Wetlands</u></b>	<b><u>120 / 50 / 30 metres</u></b>
<b><u>3.</u></b>	<b><u>Significant Habitat of Endangered, Threatened or Special Concerned Species</u></b>	<b><u>120 metres</u></b>
<b><u>4.</u></b>	<b><u>Fish Habitat</u></b>	<b><u>120 metres</u></b>
<b><u>5.</u></b>	<b><u>Provincially Significant Areas of Natural or Scientific Interest (ANSIs) – Life Science</u></b>	<b><u>120 metres</u></b>
<b><u>6.</u></b>	<b><u>Provincially Significant Areas of Natural or Scientific Interest (ANSIs) – Earth Science</u></b>	<b><u>50 metres</u></b>
<b><u>7.</u></b>	<b><u>At Capacity or Lake Trout Lakes</u></b>	<b><u>300 metres</u></b>
<b><u>8.</u></b>	<b><u>Significant Wildlife Habitat</u></b>	<b><u>120 metres</u></b>

45. Page 52, Part III, item 77 is modified by deleting the words “habitat for” before the word “endangered” and adding the words “and their habitat” after the word “species” in the first sentence of policy 10.7.1. The item is further modified by replacing bullet b) in policy 10.7.1 in its entirety as follows:

**b) Development and site alteration shall not be permitted in habitat of endangered or threatened species except in accordance with provincial and federal requirements.**

46. Page 53, Part III, item 79 is modified by adding the words “and Fish Habitat” after the words “Fisheries Resources” in the title of section 10.9.

47. Page 53, Part III, item 80 is modified by replacing policy 10.10.3 in its entirety as follows:

**10.10.3 Wildlife habitat is considered significant where it is ecologically important in terms of features, functions, representation or amount, and contributing to the quality and diversity of an identifiable geographic area. Significant wildlife habitat is divided into four broad categories: seasonal concentration areas, rare vegetation communities or specialized habitats**

**for wildlife, habitats of species of conservation concern (excluding the habitats of endangered and threatened species), animal movement corridors. These areas are to be protected from incompatible activities. The province's 'Significant wildlife habitat ecoregional criteria schedules for Ecoregion 5E' and 'Significant Wildlife Habitat Technical Guide' are used to identify significant wildlife habitat in the Township.**

48. Page 54, Part III, item 81 is modified by deleting the word “Provincially” from the introductory paragraph, the title of policy 10.11, and from the final sentence of policy 10.11.2. And by replacing policy 10.11.3 in its entirety as follows:

**10.11.3 Development and site alteration shall only be permitted on lands within 120 m of a provincial significant wetland, 50m of a locally significant wetland or 30 m of an unevaluated wetland if it can be demonstrated through an Environmental Impact Statement (EIS) that there are no negative impacts on the wetland's natural features or ecological functions. For development within 30 m of an unevaluated wetland, the required EIS shall include a wetland evaluation to determine the level of wetland significance prior to development being approved.**

49. Page 55, Part III, item 82 is modified by inserting the phrase “by a qualified professional” after the word “completed” in policy 10.12.1, and by deleting “to the Ministry of Natural Resources Forestry” from policy 10.12.2 b), and by replacing “the Ministry of Natural Resources and Forestry” with “a qualified professional” in policy 10.12.3.

50. Page 56, Part III, item 83 is modified by deleting policies 10.13.2 through 10.13.5, renumbering subsequent policies accordingly, adding the phrase “by a Heritage Impact Assessment” after the word “evaluated” in renumbered policy 10.13.2, and by adding a new policy 10.13.6, as follows:

**10.13.6 The Township will engage early with Indigenous communities and ensure their interests are considered when identifying, protecting and managing built heritage resources and cultural heritage landscapes.**

51. Page 57, Part III, item 84 is replaced in its entirety as follows:  
**Section 10.14 Archaeological Resources, is hereby deleted in its entirety and replaced with the following:**

**“10.14.1 The Township recognizes that there are areas containing archaeological potential, located within the boundaries of the Township. The provincial database identifies four registered archaeological sites in the Township. The Township appreciates that the lands adjacent to the many lakes and other water bodies, have the potential to contain**



significant archaeological resources. These resources may include the remains of buildings, structures, activities, places, or cultural features which, due to the passage of time, are on or below the surface of land or water and are significant to the understanding of a people or place.

10.14.2 Development and site alteration shall not be permitted on lands containing archaeological resources or areas of archaeological potential unless significant archaeological resources have been conserved.

10.14.3 Areas of archaeological potential are determined through the use of screening criteria established by the Province. Areas of archaeological potential are areas of a property that could contain archaeological resources. Development involving lands which demonstrate any of the following screening criteria shall be assessed by a qualified professional for archaeological resources:

- For sites on land: The presence of known archaeological sites, a water source (primary, secondary, ancient), and/or documented evidence of past Indigenous use within 300 metres of the property;
- For marine sites: known marine or land-based archaeological sites, Indigenous knowledge and/or documented historical use within 500 metres;
- The presence of a known burial site adjacent to the property (or project area);
- Elevated topography (knolls, drumlins, eskers, plateaus, etc);
- Pockets of sandy soil in a clay or rocky area;
- Unusual land formations (mounds, caverns, waterfalls etc);
- Proximity to a resource-rich area (concentrations of animal, vegetable or mineral resources);
- Evidence of early settlement (e.g., monuments, burial sites) within 300 metres of the property;
- Proximity to historic transportation routes (e.g., road, rail, portage);
- The property is designated under the Ontario Heritage Act;
- Local knowledge of archaeological sites on the property or of the property's heritage value.

10.14.4 The Township shall require an archaeological assessment conducted by an archaeologist licensed under the *Ontario Heritage Act*, when any of the triggers identified above are met. Where required, a Stage 1 archaeological assessment will be required in support of a development proposal. Where a Stage 1 report recommends further archaeological assessment, the requirement for the additional assessment may be a condition of any development proposal. Archaeological assessment reports conducted by licensed archaeologists are to be in compliance with

guidelines set out by the province, as well as licensing requirements developed under the *Ontario Heritage Act*.

10.14.5 If an archaeological assessment determines that significant archaeological resources are present on a site, the resource shall be documented and conserved to the satisfaction of the province prior to final approval of the development proposal. In addition, any alterations to known archaeological sites shall only be performed by licensed archaeologists, as per Section 48 of the *Ontario Heritage Act*.

10.14.6 Council shall ensure adequate archaeological assessment and consult appropriate government agencies, including the Ministry of Citizenship and Multiculturalism and the Ministry of Government Services, when an identified historic human cemetery, marked or unmarked human burial is affected by land use development. The provisions under the *Ontario Heritage Act* and the *Funeral, Burial and Cremation Service Act* shall apply.

10.14.7 The Township may pass archaeological zoning by-laws, pursuant to the *Planning Act*, for the protection of significant archaeological sites and features.

10.14.8 Where significant archaeological resources must be preserved on site, only development and site alterations which maintain the heritage integrity of the site will be permitted.

10.14.9 Pursuant to the relevant provisions of the *Planning Act*, sites containing archaeological resources may be zoned to restrict or prohibit uses which might conflict with the conservation of such resources.

10.14.10 Indigenous communities shall be consulted early and provided an opportunity to provide input on all archaeological assessments related to proposed developments where areas of Indigenous interest and/or the potential for Indigenous artifacts to be encountered have been identified. In addition, Indigenous communities shall be notified by the proponent and / or the Township should any burial sites or human remains be discovered.

10.14.11 The Township may consider the establishment of archaeological management plans and cultural plans in partnership with Indigenous communities and the province.”

52. Page 60, Part III, item 87 is modified by replacing policies 11.1.6, 11.1.7 and 11.1.8 in their entirety as follows:

**11.1.6 The minimum lot size for new lots shall be expressed in the Township's Zoning Bylaw. Lot sizes less than one hectare or the minimum standards set out in the Zoning By-law (whichever is larger) shall be subject to the policies of Section 11.1.7 of this Plan.**

**11.1.7 In general, a Hydrogeological assessment shall be required through the consent process when any one of the following apply:**

- a) The development that involves the creation of a lot less than one hectare;**
- b) The development is taking place in an area of potential or know hydrologic sensitivity or groundwater contamination;**
- c) That development is located within 150 m of seven (7) other existing developments serviced with private well and septic.**

**The requirements or scoped requirements of hydrogeological and terrain assessments will be determined in discussions with the peer reviewer of hydrogeological assessments for the Township and will ensure a minimum standard review to address adequacy for wells and appropriate construction methods.**

**11.1.8 Proponents will be required to demonstrate reserve sewage system capacity for the treatment of hauled sewage from private communal or individual septic systems, in accordance with Provincial approvals.**

53. Page 62, Part III, item 89 is replaced in its entirety as follows:

**Section 11.3.1 Subdivisions, is hereby amended by replacing the phrase "more than four lots" in the first sentence with "four or more lots" and deleting the phrase "and an amendment to this Plan". Section 11.3.3 is amended by replacing the word "shall" with "may" and deleting the phrase "prior to providing comments to the approval authority". The section is further amended by adding a new paragraph after 11.3.5, and a new paragraph after re-numbered 11.3.7 as follows:**

**"11.3.6 Where a subdivision or condominium development is proposed, the Township may enter into an agreement with the applicant for the provision of services or such other matters as are governed by Section 51 of the Planning Act.**

**11.3.8 Policies throughout this plan that refer or apply to land division by consent shall also apply to land division by subdivision or condominium."**

54. Page 62, Part IV, a new item is added before item 90 as follows:

**Section 12.3 Land Use Compatibility, is hereby deleted in its entirety, and subsequent sections renumbered accordingly.**

55. Page 61, Part IV, item 91 is replaced in its entirety as follows:

**Section 12.6 Site Plan Control, is hereby deleted in its entirety and replaced with the following:**

**“12.6.1 Council intends the entire Township of South Algonquin to be designated as a Site Plan Control area. Accordingly, council shall pass a site plan control area by-law and designate an authorized person, as referenced in subsections 41(2), (3), and (4.0.1) of the *Planning Act*.**

**12.6.2 The Township may utilize Site Plan Control to ensure that matters of health, safety, accessibility, sustainable design or the protection of adjoining lands are addressed when commercial, industrial, institutional development and residential development greater than 10 units on a single parcel of land are proposed in the Township.**

**12.6.3 Council shall utilize Site Plan Control as provided for in Section 41 of the Planning Act for multi-unit residential in excess of ten (10) units, commercial, industrial and institutional uses in Rural, Village and Waterfront designations.**

**12.6.4 Should the Province change legislation related to the use of site plan control, there will be no need to modify this Plan to reflect the provincial changes. Provincial changes should be reflect in the Township’s site plan control by-law.**

**12.6.5 Council may require land to be dedicated for roadway purposes as a condition of Site Plan approval where the existing road allowance is less than 20 metres (66 feet) or where access is required to an otherwise land locked parcel of land.**

**12.6.6 Site Plan Control may be applied to any development that is located within 120 m of a wetland, an inland lake, a river or stream valley that has depressional features associated with a river or stream whether or not it contains a watercourse.”**

56. Page 61, Part IV, a new item is added after item 91, as follows:

**Section 12.8 Pits and Quarries, and Section 12.11 Plan Review are hereby deleted in their entirety, and subsequent sections re-numbered accordingly.**

57. Page 63, Part IV, item 92, renumbered Section 12.12.1 is replaced in its entirety as follows:

**12.12.1 Public Meetings, is hereby amended by adding the phrase “or Zoning By-law Amendments” after the phrase “previously approved Official Plan Amendments” in the 2nd bullet point. The final sentence in the policy is further amended as follows:**

**“In all other instances, notification to the residents of the Township, any prescribed bodies, and interested Indigenous communities of public**

**meetings held by Council regarding planning applications and decisions shall be taken in accordance with the procedures of the Planning Act.”**

58. Page 63, Part IV, item 93 is modified to replace the phrase “12.15, 12.16, 12.17 and 12.18” with the phrase “12.14, 12.15, 12.16 and 12.17”, by renumbering the policy sections accordingly, and by replacing policy 12.17 in its entirety as follows:

**12.17 Definitions – all definitions shall be in accordance with those found in the in-effect Provincial Planning Statement (PPS) issued under section 3 of the Planning Act, or in the Planning Act and associated regulations.**

59. Page 84, Part IV, item 95 is replaced in its entirety as follows:

**The Official Plan is hereby modified by deleting Schedule A and Schedule B in their entirety and replacing them with new Schedules A, B, C attached. Schedule C is further modified by adding natural heritage features depicting fish habitat, wetlands, cervid wintering habitat, moose aquatic feeding areas, and wildlife concentration areas.**

Dated at Toronto this 29<sup>th</sup> day of OCTOBER, 2025.



Sean Fraser  
Assistant Deputy Minister  
Municipal and Housing Operations Division  
Ministry of Municipal Affairs and Housing

## Attachment #2 – Email Correspondence Between Consultant and MMAH Planner

Wednesday, November 11, 2025

From: Moenting, Alissa (MMAH)

To: Forbes Symon

CC: Tracy Cannon; Bryan Martin; Anthony Hommik; Little, Anna (MMAH)

Good afternoon Forbes,

Sorry for the delay in my reply. We had our first MSO-North Planning Workshop in quite a while last week and are still catching up - now that we're over that hurdle, hopefully we can get back into running these workshops annually again. I'm writing you a reply today in e-mail format with some direct responses to your questions, below, including some links that would be harder to convey in a meeting. However, if we haven't answered the questions to your satisfaction, or if you have further questions, we'll be happy to set up a Teams meeting. Just let me know.

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Here are your questions and our answers:

Q: In modification #16 and 29 that the policies related to waterfront redevelopment and net environmental gain was removed – Can you explain your planning rational for this change please? Are you aware of the OLT decisions which have been critical of local Official Plans not having sufficiently clear OP policies related to waterfront redevelopment and environmental expectations? The policies presented in OPA #2 were developed with the benefit of legal counsel that was involved in the OLT hearings and have been successfully implemented in a number of eastern Ontario local OPs. As I am sure you are aware, waterfront redevelopment represents the vast majority of development activity in a community like South Algonquin and having robust policies to assist with the redevelopment is critical. I would like to also point out that your proposed policy change (#17) related to Section 2.23.1 (f) specifically references "implementing necessary restrictions on development and site alteration to protect, improve, or restore vulnerable surface and ground water features and their hydrologic function". Is that not what the proposed policies were doing? The final point I would like to make on these modifications is that the issue of concern with the policies was never mentioned during your review of the OPA #2 prior to Council's adoption - what changed?

A: There is no concept for, or definition of "net environmental gain" in the PPS, nor is it defined or described in the OPA. Since the draft was reviewed at our office, MMAH looked for and could not find the document referenced in the OP, so it is not publicly available information that can be relied upon to provide guidance on this topic. Without clear definitions, the concept/objective of "net environmental gain" is inconsistent with

the “no negative impacts” requirements of PPS policies 3.6.4 – individual on-site services and 4.1.5 and 4.1.8 – natural heritage features and adjacent lands, nor the policies you pointed out requiring the municipality to protect, improve or restore vulnerable surface and ground water features and their hydrologic functions (4.2.2). Policies for waterfront development for lakes at their environmental capacity are clearly laid out in MECP’s Lakeshore Capacity Assessment Handbook. Modification #17 provides the basis to move forward with appropriate tools, studies, and conditions to ensure responsible decisions on waterfront development, to ensure consistency with the PPS and achieve the municipality’s objectives.

Q: I am curious about the removal of the permitted uses within the Aggregate and Mineral Extraction designation. What was the rationale for removing permitted uses - I always thought that was a very important component of OP land use policies?

A: Schedule A does not designate any lands as “Aggregate and Mineral Extraction”; it has designations for Villages, Rural and Waterfront Areas and open and closed landfill sites, as well as showing where Crown lands and Provincial Parks exist. Schedule B shows Mineral Inventory Points and their Buffers, Pits and Authorized Aggregate Sites as constraint overlays, and does not show the areas of aggregate potential. The plan mixed policies related to mineral and mineral aggregate resources, extractive activities, compatibility issues, land use in hazard areas, and rehabilitation of closed sites across four sections of the plan, which resulted in duplication of policies, inconsistencies between policies, and missing requirements under the PPS. Modifications reorganize the policies to separate those relating to extractive activities into section 4.6 and those relating to protection of resource areas to section 4.7. Permitted uses are deleted since they are already covered in the list of permitted uses in Rural Areas, which is the land use designation in question.

Q: Why was the general section on Land Use Compatibility removed?

A: There were several Land Use Compatibility sections in the adopted OP, which resulted in duplication of or conflicting policies. Land Use Compatibility policies were consolidated in subsection 2.5 in the General Development Policies section of the OP.

Q: Why were the definitions removed? This is a local Official Plan intended to be used by community and Council. Is it not more user friendly to include the relevant definitions in the document rather than having to jump to the PPS every time you seek a definition? Your rationale on this change would be appreciated.

A: Definitions in the PPS change from time-to-time. The definitions in the adopted OPA were from PPS 2020, and they changed in PPS 2024, for example. Per PPS policy 6.1.7, the PPS needs to be implemented in lieu of official plan policies if there is an inconsistency, so it is best practice to refer to the PPS as needed.

Q: Finally, if you could provide the mapping changes to Schedule C it would be much appreciated so we can consolidate. Do you have it in a GIS format?

A: MMAH does not have the mapping data to incorporate into Schedule C. JP2G's mapping technician will need to download the data online at the [Ontario Geohub](#) and with your MNR contact at [Land Use Planning Unit at MNR Southern Region](#) (as necessary) to ensure the maps are updated appropriately.

I hope this is helpful. Cheers,

Alissa Moenting Edwards

Planner | Municipal Services Office North - Sudbury

Ministry of Municipal Affairs and Housing | Ontario Public Service



**From:** [REDACTED]  
**To:** [Tracy Cannon](#)  
**Subject:** Request to Maintain the Moratorium on Aerial Glyphosate Spraying  
**Date:** Friday, November 21, 2025 2:57:49 PM

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Dear Mayor and Council Members of South Algonquin,

Although I don't live in South Algonquin, I'm writing as someone actively involved in conservation work across Ontario, especially in protecting native turtle species and their habitats. I do my best to stay informed about issues affecting the natural environment, not just in my own backyard but in communities across the province. The use of glyphosate, particularly aerial spraying, is one of those issues that keeps coming up, and with good reason. I'd like to share some concerns that speak to the bigger picture.

### **Air, Soil, Water, and Us: Why Glyphosate Use Deserves Rethinking**

As the South Algonquin Council revisits its position on aerial glyphosate spraying, it's important to recognize this isn't just a technical forestry matter. The heart of the concern is that glyphosate poses real risks to ecosystems, to people, and to the health of lands and waters that extend far beyond Crown land borders. At stake is our approach to environmental care and how we weigh short-term convenience against long-term responsibility.

### **Aerial Spraying Isn't Contained to Crown Land**

There's often an assumption that spraying glyphosate on remote Crown land keeps the impact isolated. But once it's in the air, it doesn't stay put. Like wildfire smoke, airborne particles are carried by wind, temperature shifts, and humidity. That drift doesn't stop at property lines. Glyphosate can settle in places where people live, hike, harvest wild food, or spend time outdoors. Once released, we can't control where it ends up only whether we choose to release it in the first place.

Calling aerial spraying "targeted" or "precise" downplays how broad the effects can be. No helicopter, no matter how skilled, can match the care and attention of a person on the ground managing vegetation with intention.

### **Why Soil Binding Doesn't Mean Safe**

It's often said that glyphosate is safe because it binds to soil and doesn't easily seep into groundwater. While it's true that glyphosate sticks to soil particles, especially in clay and organic matter, that doesn't mean it becomes harmless.

Glyphosate remains active while it's in the soil. It doesn't just sit there quietly. It can affect soil life, the microbes, fungi, insects, and other organisms that keep ecosystems functioning. And when glyphosate breaks down, it forms AMPA, a chemical that persists even longer and can be toxic to plants and aquatic organisms.

Saying that glyphosate is safe because it binds to soil misses the point. It's not about how far it moves; it's about the damage it can do wherever it ends up.

### **Binding Doesn't Prevent Runoff**

Even if glyphosate sticks to soil, soil doesn't stay put. Rain, snowmelt, and erosion can all carry soil and with it, glyphosate and AMPA into nearby waterways. From there, it can affect frogs, fish, turtles, aquatic insects, and the wider food web.

### **Soil Health Takes a Hit**

Studies have shown that glyphosate affects the balance of soil microbes. Over time, it can reduce soil biodiversity, disrupt natural cycles, and make ecosystems more fragile. In forests, as in agriculture, this leads to greater reliance on chemicals to maintain balance, creating a cycle that's hard to break.

### **Framing It as a "Positive" Is Misleading**

Saying soil binding is a safety feature is often used to reassure the public. The message sounds comforting: "It doesn't go far, so it must be okay." But in reality, a chemical that lingers in place and remains active for weeks or months may pose a bigger problem than one that breaks down quickly and disappears.

### **Collateral Damage: Pollinators, Wildlife, Pets, and People**

Glyphosate doesn't just kill weeds. It takes out wildflowers and other broadleaf plants that bees, butterflies, birds, and small mammals depend on. These losses ripple outward through the ecosystem. Pets and livestock can be exposed by walking through sprayed areas or drinking from affected water. People, including children, can encounter it while using public land or foraging for wild foods. The fact that AMPA remains in soil and sediment means the effects last long after spraying is done.

And while some argue the levels used in forestry are "safe," that misses the real concern: low-level, long-term exposure still adds up. It's not just about single events, it's about cumulative impact.

### **Are Our Safety Standards Keeping Up?**

This is where regulation falls short. There's a growing pattern of public health guidelines lagging behind the science. It happened with radiofrequency radiation and Safety Code 6. And the same is happening with glyphosate. Risk assessments often focus on short-term exposure and don't take into account how regular, repeated contact affects people, animals, and ecosystems over time.

When a label says "safe when used as directed," that assumes ideal conditions. But real life doesn't always follow instructions. People live near these areas. Animals roam. Water flows. The land doesn't exist in controlled, sealed-off conditions.

## **Crown Land Matters**

Sometimes it feels like decisions around Crown land come with the idea that it's somehow less important because it's not private land or near towns, it doesn't carry the same weight. But Crown land is where people hunt, fish, gather, hike, and harvest. It's where Indigenous communities collect medicines. It's home to wildlife and part of the same natural systems that provide clean water and store carbon. If spraying glyphosate isn't considered safe near parks and school yards, why is it okay for vast areas of public land?

Just because it's out of sight doesn't mean it should be out of mind.

## **We Don't Have to Choose Between Healthy Forests and Safe Ecosystems**

Good forest management matters; no one is arguing against that. But it's not a choice between letting the forest grow wild or spraying it with herbicides. Quebec stopped using aerial glyphosate more than 20 years ago and turned to ground-based control and ecosystem-based planning. Other countries have done the same. These approaches may take more time and money, but they show care for the land and align better with long-term goals.

Glyphosate spraying may seem convenient now, but the cost down the line to soil, water, health, and public trust is far greater.

## **Choosing Stewardship Over Convenience**

Going back on the moratorium would be a step in the wrong direction. South Algonquin has already shown leadership by choosing caution and care for biodiversity. That choice sent a message that this council listens not just to forestry advisors, but to ecologists, Indigenous voices, health professionals, and the public.

This is a chance to stay on that path. The question isn't whether glyphosate is legal or efficient. The real question is: Does it reflect the kind of land care we want to stand behind?

Now is the time to lean into stewardship, not back away from it. The more we learn about glyphosate's lingering effects, the clearer it becomes: this isn't just about weeds. It's about how we value the land, the water, and the lives of humans and wildlife that depend on both.

Thank you for your time and for considering this perspective with the seriousness it deserves.

Sincerely,  
Kelly Wallace, Managing Director  
Think Turtle Conservation Initiative  
L'amable, Ontario

I am writing to bring attention to a significant challenge faced by many small communities across Central, Northern, and Eastern Ontario—communities whose economies rely heavily on seasonal employment. Current employment insurance metrics do not reflect the realities of these regions, leaving many residents unable to qualify for sufficient Employment Insurance (EI) benefits before seasonal work resumes.

According to Statistics Canada (2021), the combined population of the federal economic regions of Central, Northern, and Eastern Ontario is 4,248,515. Within this area, the regions of Parry Sound, Muskoka, Algonquin, Renfrew, Pembroke, Hastings, Lennox and Addington, Nipissing, Timiskaming, and Haliburton-Kawartha represent a combined population of 387,239. These communities depend heavily on seasonal industries, particularly tourism, and share challenges that differ substantially from those of the larger cities with which they are grouped for federal employment calculations.

The unemployment rates for these broader regions currently stand at 7.1% in Central Ontario, 6.9% in Northern Ontario, and 5.1% in Eastern Ontario. However, the smaller seasonal-based communities within them comprise only 9.11% of the total population. When grouped with major urban centres that offer abundant year-round employment, the unique off-season employment challenges in our small communities are effectively hidden. If examined independently, the winter unemployment rates within our communities would be substantially higher.

A clear example is the Township of South Algonquin (population 1,055), which is included in the Northern Ontario economic region despite sitting on its far eastern edge. The nearest urban centre within that region is Huntsville—100 km away—with a population of 23,835. Regular commuting to such a distance is not feasible for most residents, especially given limited transportation options. Until recently, even reliable high-speed internet access—necessary for many forms of remote work—was not available. At present, only seven job postings exist within a 50 km radius, all of which require skilled trades.

These realities highlight a clear need: our small, rural, and tourism-driven communities require recognition as official seasonal employment regions. We are respectfully requesting your support to ensure that our communities are added to the federal list of designated seasonal worker regions, allowing seasonal employees to access an additional 3 to 5 weeks of EI benefits. Seasonal workers are the backbone of our local economies and play a vital role in generating millions of dollars in tourism revenues. They deserve adequate support during the months when work simply does not exist.

We may represent a small portion of your constituency, but the need is significant and urgent. We ask for your assistance in advocating for the inclusion of our communities on the federal seasonal worker list.



# CHERYL GALLANT

**MEMBER OF PARLIAMENT  
ALGONQUIN-RENFREW-PEMBROKE**



Mayor LaValley and Council  
Township of South Algonquin  
7 Third Avenue, PO Box 217  
Whitney, ON K0J 2M0



November 5<sup>th</sup>, 2025

Dear Mayor LaValley and Council,

In the Minutes of your September 3<sup>rd</sup>, 2025, meeting, I note that the issue of the herbicide glyphosate was raised. I recently obtained the findings on the review of scientific studies conducted on the substance.

As a backgrounder the Pest Management Review Agency (PMRA) is the agency responsible for approving herbicides for use in Canada. It answers to Health Canada. Last February an environmental lobby group took Health Canada to court over the renewal of Mad Dog, an herbicide containing glyphosate.

The systematic literature review of epidemiological studies on glyphosate concluded "no association between glyphosate and neurological outcomes in humans."

Health Canada and other agencies have previously evaluated glyphosate, concluding "it is not likely carcinogenic to humans."

"Ongoing reviews will consider new studies and data to ensure safety standards are upheld."

I shall continue to inform you of federal decisions which may be of interest to you and Council.

Sincerely,

Cheryl Gallant M.P.  
Algonquin-Renfrew-Pembroke

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and Housing**

Office of the Minister

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Affaires municipales  
et du Logement**

Bureau du ministre

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Toronto (Ontario) M7A 2J3  
Tél.: 416 585-7000



Ontario

234-2025-4982

November 25, 2025

Dear Head of Council:

Through the *Protect Ontario by Building Faster and Smarter Act, 2025* ([Bill 17](#)), which received Royal Assent on June 5, 2025, changes were made to the *Planning Act* that will help streamline and standardize municipal development processes.

This includes changes that enable the Minister of Municipal Affairs and Housing, by regulation, to permit variation from a zoning by-law “as of right” if a proposal is within a prescribed percentage of the required setback (the minimum distance a building or structure must be from a property line) on specified lands. This new authority was intended to reduce planning applications for minor variances.

Today, our government announced further action to streamline planning approvals by exercising my authority established under Bill 17 to amend Ontario Regulation 545/06 ([Zoning By-laws, Holding By-laws and Interim Control By-laws](#)) to allow variations to be permitted “as-of-right” if a proposal is within 10% of setback requirements applicable to specified lands. Specified lands include any parcel of urban residential lands outside of the Greenbelt Area, and exclude areas such as hazardous lands, and lands near shorelines and railways. These changes in [Ontario Regulation 257/25](#) were filed on November 21, 2025 and took effect upon filing.

Any variances sought beyond the prescribed percentage of the setback requirement would be subject to the usual minor variance or rezoning approval process and other zoning standards (e.g., height limits, etc.) would continue to apply, helping to mitigate potential land use compatibility issues.

This “as-of-right” permission is intended to remove the need for certain variances that are the most minor in nature, resulting in fewer applications submitted and fewer hearings for minor variances before a municipal committee of adjustment for these proposals.

The proposed regulation works with the [Additional Residential Units regulation](#) (Ontario Regulation 299/19) to help create additional residential units, such as basement suites, by eliminating additional barriers related to setbacks.

-2-

We look forward to continued collaboration with our municipal partners as we work together to achieve our goal of building the homes that Ontarians need.

Sincerely,



Hon. Robert J. Flack  
Minister of Municipal Affairs and Housing

- c. Robert Dodd, Chief of Staff, Municipal Affairs and Housing (MMAH)  
Martha Greenberg, Deputy Minister, MMAH  
David McLean, Assistant Deputy Minister, Housing Planning and Policy Division,  
MMAH  
Municipal Chief Administrative Officer



THAT: Council for the Corporation of the Township of South Algonquin hereby accepts the resignation of Nadia Pruett from the Economic Development Committee and appoints Jim Hollett as a new member, as recommended by the Committee.

THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from Town of Bradford West Gwillimbury regarding removing HST/GST from new homes to support housing affordability; and

THAT the resolution be circulated to the Prime Minister of Canada, Minister of Finance and the Minister of Housing, Infrastructure and Communities; and to the Premier of Ontario, the Ontario Minister of Finance, the Ontario Minister of Municipal Affairs and Housing, our local MP and MPP, and the Association of Municipalities of Ontario.

THAT Council for the Corporation of the Township of South Algonquin wishes to reconsider Resolution No. 25-560, which reads as follows:

*Moved by: Councillor Florent      Seconded by: Councillor Kuiack      Res. # 25-560*

*“THAT: Council for the Corporation of the Township of South Algonquin endorses the resolution passed by the Municipality of West Nipissing requesting a moratorium on aerial spraying, and further urges that such a moratorium be extended to include the Township of South Algonquin; and*

*THAT this resolution, along with a copy of the West Nipissing's resolution, be forwarded to Mike Harris Jr., Minister of Natural Resources and Forestry; Sylvia Jones, Minister of Health; MPP, Billy Denault; Robin Jones, President of AMO; Christa Lowry, President of ROMA; and Bancroft, Minden Forestry Office; and MP Cheryl Gallant."*

AND THAT if this Motion to Reconsider is approved, Resolution No. 25-560 shall be brought back before Council for further discussion and determination at the January 14, 2026 Regular Council Meeting.

THAT: Council for the Corporation of the Township of South Algonquin authorizes staff to proceed with the request to purchase the Shore Road Allowance along Lyell Lake in front of lands legally describes as LYELL PLAN M382 LOT 16 PCL;21867 NIP, in the geographic ward of Lyell and locally known as 124A Lakeside Lane.



# **COUNCIL MEETING**

## **December 3, 2025**

### **By-Laws:**

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT:

- 1) By-Law 2025-852 to authorize the signing of the Automotive Material Stewardship Amending Agreement
- 2) By-Law 2025-853 to Confirm the Proceedings of Council

BE READ A FIRST TIME AND BE DEEMED READ A SECOND TIME

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT:

- 1) By-Law 2025-852 to authorize the signing of the Automotive Material Stewardship Amending Agreement
- 2) By-Law 2025-853 to Confirm the Proceedings of Council

BE READ A THIRD TIME AND PASSED

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO: 2025-852**

Being a By-Law to authorize the execution of an Amending Agreement between The Corporation of the Township of South Algonquin and Automotive Materials Stewardship Inc. (“AMS”)

**WHEREAS** the Township of South Algonquin, deems expedient to enter into an agreement with, Automotive Materials Stewardship Inc. (“AMS”) for the purposes of Municipal & First Nations Automotive Materials Services Agreement;

**AND WHEREAS** Automotive Materials Stewardship Inc. (“AMS”) has made amendments to the original Automotive Materials Services Agreement approved by By-Law 21-679;

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

- 1. **THAT** the Mayor and CAO are hereby authorized to execute the Amending Agreement in the form attached hereto and marked as **Schedule “A”** to this By-law, and affix the Corporate Seal on behalf of the municipality.
- 2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

**READ A FIRST AND SECOND TIME THIS 3<sup>rd</sup> DAY OF December, 2025.**

\_\_\_\_\_  
**Mayor – Ethel LaValley**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**

**READ A THIRD TIME AND PASSED THIS 3<sup>rd</sup> DAY OF December, 2025.**

\_\_\_\_\_  
**Mayor – Ethel LaValley**

\_\_\_\_\_  
**CAO/Clerk Treasurer-Bryan Martin**

By signing this by-law, Mayor LaValley has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers.

# **MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** is made as of the first (1<sup>st</sup>) day of January, 2026 (the "**Effective Date**").

BETWEEN:

**AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")**

- and -

**CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN (the "COLLECTOR")**

**(collectively, the "Parties")**

**WHEREAS** AMS and the Collector entered into a Municipal & First Nations Materials Services Agreement (the "**Agreement**"); and

**AND WHEREAS** AMS and the Collector are mutually desirous of making changes to the Agreement.

**AND WHEREAS** this Amending Agreement replaces any prior amending agreement that may have been executed by the Collector.

**NOW, THEREFORE** in consideration of the promises and the mutual obligations and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMS and the Collector hereby agree as follows:

## **Article 1: Amendments to the Agreement**

- (a) **Effect of Amending Agreement.** The Agreement is modified only by the underlined provisions of this Amending Agreement, and, except as so modified, the Agreement shall remain unchanged and in full force and effect.
- (b) **Recitals.** The Recitals in the Agreement are hereby removed and replaced with the following recitals:
  - A. AMS will be offering services as a producer responsibility organization ("**PRO**") under the Hazardous and Special Products Regulation, O. Reg. 449/21 ("**HSP Regulation**") made under the *Resource Recovery and Circular Economy Act, 2016* (the "**RRCEA**") (collectively, the "**AMS Program**").
  - B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or or oil filters (collectively, "**Automotive Hazardous and Special Products**" or "**Automotive HSP**") as more particularly defined below.

- C. The HSP Regulation was amended by O. Reg. 558/24 to provide producers with additional flexibility to meet their obligations, including with respect to the provision of Collection Services that are readily accessible to the public.
  - D. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP under O. Reg. 449/21 as amended.
- (c) **Amendments Due to O. Reg. 558.24.** The following provisions are added to Article 2 of the Agreement:
- 2.3 In accordance with subsection 22(2)2.i of the HSP Regulation, respecting the commitment of the Collector to do the following in the calendar year, the Collector shall:
    - (a) establish and operate, at a minimum, the number of depots that Collector operated two calendar years prior to the then current calendar year; and
    - (b) provide, at a minimum, the number of events that were provided by Collector two calendar years prior to the then current calendar year.
  - 2.4 AMS acknowledges that the Collector has the right to make its own operational decisions provided that those operational decisions do not conflict with this Agreement or the HSP Regulation. As a result, the parties agree that Schedule “A” will be amended through written notice between the Collector and AMS from time to time to reflect, at minimum, the lesser of:
    - (a) the number of depots and events operated by the Collector two years prior to the then current calendar year; and
    - (b) the number of depots and events operated by the Collector during the then current calendar year.
- (d) **Amendments to Term.** The following changes are made to Article 6 of the Agreement:
- 6.1 This Agreement will commence on the Effective Date and its initial term will continue for five years until December 31, 2030. This Agreement will automatically renew for an additional five (5) years unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the “Term”.
- (e) **Amendments to Termination.** The following changes are made to Article 22.5(e) of the Agreement:
- 22.5 Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
    - (e) AMS, or any assignee or successor to AMS, ceases to provide services as a PRO.
- (f) **Amendments to Additional Conditions.** The following changes are made to Article 24.1 of the Agreement:

24.1 The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof and to incorporate any amendments to the RRCEA, the HSP Regulation, and any procedures referenced therein.

- (g) **Changes to Schedule B – Payment for Collection Services.** Schedule B attached to the Agreement is hereby replaced with Schedule B attached to this Amending Agreement.

## **Article 2: Miscellaneous**

- (a) This Amending Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (b) If any provision of this Amending Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Amending Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.
- (c) This Amending Agreement will ensure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- (d) In the event of any inconsistency between the terms of this Amending Agreement and the terms of the Agreement, the terms of this Amending Agreement shall prevail to the extent of any such inconsistency.
- (e) This Amending Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto, whether written or oral, and whether made prior to the date first written above.
- (f) This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

***[the rest of this page is left intentionally blank]***

**IN WITNESS WHEREOF** the parties hereto have executed this Amending Agreement as of the date first set out above.

**AUTOMOTIVE MATERIALS STEWARDSHIP**

**By:** \_\_\_\_\_

**Name:** David Pearce

**Title:** Executive Director

**CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**By:** \_\_\_\_\_

**Name:**

**Title:**

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Amendment to AMS, Collector and the first signatory represent that no additional signatories are required).

## AMENDING AGREEMENT SCHEDULE “B” – PAYMENT FOR COLLECTION SERVICES

1. AMS will pay the Collector for Automotive HSP Collection Services as follows:
  - (a) For Material Management Services – Depot, AMS will pay the Collector the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule “A”, notwithstanding that the minimum payment will be \$1,500.00 plus applicable taxes per year, to be paid in 12 equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by 12 and multiplied by the Hourly Rate.
  - (b) For Material Management Services – Event, AMS will pay the Collector a rate of **\$1,275.00** per tonne of Automotive HSP plus applicable taxes, notwithstanding the minimum payment rate per event will be \$500.00 plus applicable taxes.
  - (c) For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes, notwithstanding the minimum payment rate per event will be \$500.00 plus applicable taxes.
2. The payment rates incorporated in Section 1, excluding the minimum payment rates, are the payment rates effective in 2025 and will be adjusted on January 1 of each year starting January 1, 2026. The adjustment will be based on the Consumer Price Index (CPI) for Ontario (All Items) and will be calculated as follows:
  - (a) New payment rate = payment rate in the previous year x (1 + (percentage change in CPI/100)); where:
    - (i) percentage change in CPI = (current year CPI – previous year CPI)/(previous year CPI) x 100; and
    - (ii) each year’s CPI is the published CPI on December 1<sup>st</sup> of the year prior.
3. Notwithstanding Sections 16.1 of the Agreement, AMS may increase a payment rate, as identified above, without requiring an amendment and the Collector will be notified of any such increase a minimum of fifteen (15) days in advance through written notice, as per Section 9.5.

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO: 21-67<sup>9</sup>**


Being a By-Law to authorize the execution of an Agreement between The Corporation of the Township of South Algonquin and Automotive Materials Stewardship Inc. ("AMS")

**WHEREAS** the Township of South Algonquin, deems expedient to enter into an agreement with, Automotive Materials Stewardship Inc. ("AMS") for the purposes of Municipal & First Nations Automotive Materials Services Agreement

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:


1. **THAT** the Mayor and CAO are hereby authorized to execute the Agreement in the form attached hereto and marked as **Schedule "A"** to this By-law, and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

**READ A FIRST AND SECOND TIME THIS 1<sup>st</sup> DAY OF December, 2021.**

  
\_\_\_\_\_  
Mayor – Jane A. E. Dumas

  
\_\_\_\_\_  
CAO/Clerk Treasurer-Bryan Martin

**READ A THIRD TIME AND PASSED THIS 1<sup>st</sup> DAY OF December, 2021.**

  
\_\_\_\_\_  
Mayor – Jane A. E. Dumas

  
\_\_\_\_\_  
CAO/Clerk Treasurer-Bryan Martin



**MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of October, 2021 (the “**Effective Date**”).

**BETWEEN:**

**AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)**

- and -

**CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN (“COLLECTOR”)**

**collectively, the “Parties”**

*Reporting Contract #:* \_\_\_\_\_ *(completed by AMS)*

**WHEREAS:**

- A. AMS will be offering services as a producer responsibility organization (“**PRO**”) under the Hazardous and Special Products Regulation (“**HSP Regulation**”) made under the *Resource Recovery and Circular Economy Act, 2016* (the “**RRCEA**”) (collectively, the “**AMS Program**”).
- B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or oil filters (collectively, “**Automotive Hazardous and Special Products**” or “**Automotive HSP**”) as more particularly defined below.
- C. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP.

**NOW THEREFORE** in consideration of the premises, the parties hereto agree as follows:

## **1.0 Definitions and Interpretation**

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the RRCEA or the HSP Regulation or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

- (a) **“Agreement”** means this Agreement and includes all schedules and amendments thereto;
- (b) **“Automotive HSP”** means one or more of the following as defined under the Regulation:
  - (i) **“Oil Container”** means a container that is used for the supply of new lubricating oil and that has a capacity of 30 litres or less;
  - (ii) **“Oil Filter”** means a fluid filter, other than a gasoline filter, and includes,
    - a. a spin-on style filter or element-style fluid filter that is sold separately or as part of a product, that is used in hydraulic, transmission or internal combustion engine applications,
    - b. a filter used for oil, diesel fuel, storage tank fuel, coolant, household furnace fuel, and
    - c. a sump type automatic transmission filter
  - (iii) **“Antifreeze”** means a product containing ethylene or propylene glycol that is used or intended for use as a vehicle engine coolant and includes,
    - a. the initial antifreeze supplied with a new vehicle, and
    - b. antifreeze that is premixed and concentrated.

**“Antifreeze”** includes the product’s primary packaging where that packaging is less than 30 litres.
- (c) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
- (d) **“Claims Submission”** means submission to AMS of data required to validate claim for payment;
- (e) **“Collection Services”** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Collector, for the purpose of receiving, classifying, packing, storing and transferring Automotive HSP onto transportation vehicles, including the manifesting of the Automotive HSP prior to transportation from the Event or Depot;

- (f) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Collector for receiving Automotive HSP from the public and transferring to Haulers for processing or recycling;
- (g) **“Diversion Report”** means invoices, Automotive Material tonnage reports, or other such documents in the form and format specified by AMS as may reasonably be required from time to time for the validation of Claims Submissions;
- (h) **“Event”** means a one-day or other collection event, operated by or on behalf of a Collector to collect, pack, transport, weigh, and process Automotive HSP from the public;
- (i) **“FOB”** means free on board;
- (j) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (k) **“Hauler”** means a Service Provider that transports collected Automotive HSP to a Processor;
- (l) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (m) **“Material Management Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (n) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “C” as amended by AMS from time to time;
- (o) **“Post-Collection Services”** means the management of Automotive HSP after transfer of such Automotive HSP to a Hauler FOB the Event or Depot location, including but not limited to transportation of Automotive HSP from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (p) **“Processor”** means a Service Provider that processes collected Automotive HSP;
- (q) **“Service Provider”** means a Hauler and/or Processor, approved by AMS as posted in a secure location on the AMS website accessible to Collector, that provides Material Management Services to AMS or the Collector as the case may be; and
- (r) **“WeRecycle Portal”** means AMS’s online system for uploading Claims Submissions.

## **2.0 Material Management Services**

- 2.1. This Agreement is for three different service location types for the provision of Material Management Services by the Collector to AMS. These are as follows:

(a) Depot

- (i) The Collector or the Collector's Service Provider provides Depot Collection Services for Automotive HSP. AMS pays the Collector an hourly rate for the Collection Services of Automotive HSP.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by approved AMS hauler.
- (iii) Depots must accept, at a minimum, all types of HSP that are in the same category as that type of HSP as defined in the Regulation.
- (iv) Depots must accept from a person, at a minimum, up to 25 kilograms per day of each type of Automotive HSP.
- (v) If a Depot accepts more than 50 kilograms of Automotive HSP from a person on a single day, Collector shall make reasonable efforts to record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of Automotive HSP accepted.

(b) Event

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP. The Collector may combine Events with other activities, including collection of non-Automotive HSP. AMS pays the Collector a cost per tonne of Automotive HSP as per Schedule "B" for the Collection and Post-Collection Services.
- (ii) An Event must accept antifreeze, oil containers and oil filters.
- (iii) An Event must operate for a minimum of four (4) consecutive hours.

(c) Event (and transportation to Depot)

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP and transports the collected Automotive HSP to a Depot. AMS pays the Collector a cost per tonne.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by an approved AMS Hauler.

For the purpose of this Agreement, AMS and the Collector have agreed that the service location types marked with an "X" below will be the ones under which the Collector will provide Material Management Services to AMS.

- ☐ Depot
- ☒ Event

- ☐ Event (and transportation to Depot)

2.2. AMS and Collector may agree in writing at any time to change the service location type under which Collector is providing Material Management Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

### **3.0 Price and Payment**

#### **3.1. Price**

(a) Material Management Services – Depot. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Depots.

(b) Material Management Services - Event. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.

(c) Material Management Services – Event (and transportation to Depot). AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive HSP to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Events and transported to Depots.

#### **3.2. Payment**

- (a) Material Management Services – Depot.
    - (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the end of each calendar month.
  - (b) Material Management Services - Event.
    - (i) To receive payment for Event Collection Services and Post-Collection Services, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.
  - (c) Material Management Services – Event (and transportation to Depot).
    - (i) To receive payment for Event Collection Services and transportation of Automotive HSP to a Depot, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.
- 3.3. Collector will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.
- 3.4. The Collector will not charge residential Generators of Automotive HSP for collection of Automotive HSP at its Depots or Events.
- 3.5. Late Submission Penalties
- (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
  - (b) AMS will have no responsibility to pay and Collector will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

#### **4.0 Supplemental Reporting**

In addition to all other reporting requirements in this Agreement, Collector will provide information to AMS as required to satisfy AMS' reporting obligations to the Authority in the Regulation and the Hazardous and Special Products Verification and Audit Procedure document, each of which can be found on the Government of Ontario and the Authority websites respectively. AMS will make no more than two (2) requests per calendar year.

#### **5.0 Facility Access and Audit Rights**

- 5.1. Collector will grant AMS (or its authorized representative) or the Authority access to Collector's Depots used in the provision of Material Management Services to monitor Collector's performance in the delivery of Material Management Services. Such access will be during normal business hours and on a minimum of 48 hours' notice.
- 5.2. AMS or its representative will have the right to perform composition audits of Automotive HSP in the possession or control of the Collector and to review any documentation or other work product resulting from Material Management Services ("Audit Rights") at AMS' expense.
- 5.3. Collector will co-operate with AMS to allow AMS or its representative, to exercise its Audit Rights, and make reasonable efforts to provide access to adequate, indoor space and weighing devices, if available, at Collector's facilities at no charge to AMS.
- 5.4. All parties acting on behalf of AMS are bound by strict confidentiality agreements.

#### **6.0 Term**

- 6.1. This Agreement will commence on the Effective Date and its initial term will continue until December 31, 2022. This Agreement will automatically renew for successive one (1) year terms unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the "Term".

#### **7.0 Exclusivity**

- 7.1 The Collector will collect Automotive HSP exclusively on behalf of AMS and not for any other entity. In particular, Collector agrees not to enter into any other collection agreement for Automotive HSP with another producer responsibility organization or producer.

#### **8.0 Title and Compliance with Laws**

- 8.1. Title to all Automotive HSP collected by Collector at Events and Depots will belong to Collector from the time of collection until transfer of the collected Automotive HSP to an approved Hauler. At no time will AMS have title to Automotive HSP unless handled directly by AMS employees. Any contract entered into between Collector and a Service Provider for Automotive HSP must provide that title transfers to the Service Provider.
  - (a) Notwithstanding the foregoing, if the Collector operates a reuse program for any Automotive HSP, title to the Automotive HSP being reused shall transfer to Collector one (1) second prior to being given to the person or entity requesting it for reuse purposes.

- 8.2. In performing Material Management Services hereunder, Collector represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

#### **9.0 AMS Policies, Standards and Guidelines**

- 9.1. Collector will at all times comply with the HSP Regulation and the HSP Verification and Audit Procedure document as applicable.
- 9.2. AMS may develop from time to time, policies, standards and guidelines relative to the provision of Material Management Services or make amendments thereto.
- 9.3. The AMS Waste Packing Standards in effect at the time of entering into this Agreement are included in Schedule "C" for convenience.
- 9.4. Collector will use best efforts to comply with, and will require that any of its contractors supplying Material Management Services use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of Material Management Services. AMS will communicate any new or amended such policies, standards and guidelines to Collector via email.
- 9.5. Collector may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Collector provides such written notice either Party may exercise the termination provisions of 22.5(b).

#### **10.0 Promotion and Education**

- 10.1. Promotion and education of the proper end of life management of Automotive HSP is essential. The Collector will work cooperatively with AMS in undertaking such promotion and education activities with respect to Automotive HSP and collection of the Automotive HSP by the Collector as may be reasonably requested by AMS from time to time.
- 10.2. If a Collector provides Material Management Services for an Event or an Event (and transportation to Depot), the Collector will promote each Event in the local municipality, territorial district or First Nations community where it will be held for at least one week prior to the date of the Event using a combination of two or more forms of media, including but not limited to:
- local print publications
  - local print media
  - local radio
  - local signage, or
  - social media.

Collector will submit a report to AMS in a form and format specified by AMS that indicates how the Collector promoted each Event.



- 10.3. The Collector must submit to AMS draft copies of all publications that make use of AMS trademarks and logos for approval, which AMS may withhold for any reason.
- 10.4. The Collector, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS.

#### **11.0 Indemnity and Insurance**

- 11.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 11.2. The Collector will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Collector's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Collector can self-insure.
- 11.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 11.4. Unless the Collector wholly self-insures, the Collector will deliver a copy of Certificate(s) of Insurance maintained by the Collector or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Collector or Service Provider's insurance, naming AMS as an additional insured with the following language:  
  

"Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Collector wholly self-insures, the Collector will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.
- 11.5. The Certificate(s) of Insurance, referred to in subsection 11.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

#### **12.0 Assignment**

- 12.1. The Collector may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.
- 12.2. Notwithstanding subsection 12.1, the Collector may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
  - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
  - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended.

### **13.0 Notices**

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Collector will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer  
Automotive Materials Stewardship  
1 St. Clair Avenue West, Suite 701  
Toronto, ON M4V 1K6

Email: [operations@autostewardship.ca](mailto:operations@autostewardship.ca)

Notices to the Collector will be delivered to:

Dave Gatley, Works Superintendent  
Township of South Algonquin  
7 Third Ave., P.O. Box 217  
Whitney, ON K0J 2M0

Email: [works@southalgonquin.ca](mailto:works@southalgonquin.ca)

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5<sup>th</sup>) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge

to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

#### **14.0 No Partnership or Joint Venture**

- 14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Collector will be an independent Collector.

#### **15.0 Severability**

- 15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

#### **16.0 Amendment and Waivers**

- 16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

#### **17.0 Further Acts**

- 17.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

#### **18.0 No Third Party Beneficiaries**

- 18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

#### **19.0 Counterparts and Facsimile**

- 19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

#### **20.0 Force Majeure**

- 20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of

such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

## **21.0 Dispute Resolution**

- 21.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

## **22.0 Termination**

- 22.1. Upon execution of this Agreement by the Collector and acceptance by AMS, any prior agreement between the same Collector and AMS is automatically terminated with immediate effect, except for the provisions in the prior agreement which are expressly stated as surviving termination.
- 22.2. If, in the reasonable opinion of either party, there has been a breach of this Agreement (which, in the case of a Collector, includes the Collector's compliance with the policies, standards, and guidelines described in section 9.0) by the other party (the "defaulting party"), the Collector or AMS (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 22.3. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.4. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.2 & 22.5, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.

22.5. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:

- (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
- (b) the Collector provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 9.0; or
- (c) the Collector fails to keep the terms of this Agreement confidential as per section 29.0, in such instances only AMS may terminate this agreement; or
- (d) a receiver or trustee is appointed for any part of the assets of AMS; or
- (e) AMS ceased to provide services as a PRO.

### **23.0 Survival**

23.1. Articles 11, 22.3 and 29 of this Agreement will survive termination or expiry and continue in full force and effect.

### **24.0 Additional Conditions**

24.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

### **25.0 Entire Agreement**

25.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

### **26.0 Headings for Convenience Only**

26.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

### **27.0 Governing Law**

27.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

### **28.0 Legislation References**

28.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference

thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

## **29.0 Confidentiality**

- 29.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Collector will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, Collector will inform AMS of any request made of Collector under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Collector so that AMS will have an opportunity to make representations to Collector with respect to the proposed disclosure.

## **30.0 Rights and Remedies**

- 30.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

## **31.0 Schedules**

- 31.1. Schedules "A" through "C" are attached hereto and incorporated in and form part of this Agreement.

SCHEDULE "A" – COLLECTION ACCESSIBILITY SCHEDULES

Collector will collect all Automotive HSP from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
NA	N/A	N/A	N/A	N/A	N/A
TOTAL REIMBURSABLE HOURS					0

Events

Collector will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31<sup>st</sup> of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Collector	Date	Location	Address	Collection Hours	Service Provider
1	Collector name	Event date	Location name	Full address	ex. 9am - 2pm	SP Name

INITIALLED BY COLLECTOR: BM

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

#### **AUTOMOTIVE MATERIALS STEWARDSHIP**

by: \_\_\_\_\_

Name: David Pearce

Title: Operations Officer

#### **CORPORATION OF THE TOWNSHIP OF SOUTH**

#### **ALGONQUIN**

by: 

Name: BRYAN MARTIN

Title: CAO/CLERK-TREASURER

by: Jane AE Dumas

Name: Jane AE Dumas

Title: Mayor

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Agreement to AMS, Collector and the first signatory represent that no additional signatories are required).



## SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Collector for Automotive HSP Collection Services as follows:

For Material Management Services – Depot, AMS will pay the Collector the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Material Management Services – Event, AMS will pay the Collector a rate of **\$1,100** per tonne of Automotive HSP plus applicable taxes.

For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.

INITIALLED BY COLLECTOR: \_\_\_\_\_



## **SCHEDULE “C” – AMS WASTE PACKING STANDARDS**

The following are AMS Waste Packing Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted in a secure location on the AMS website accessible to Collector.

### **Waste Packing Protocols**

All collection site operators shall:

- 1.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 1.2 Ensure that Automotive HSP are handled and stored as follows:
  - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
  - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
  - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
  - Have sufficient space to receive, sort, store and prepare transportation containers for shipment;
  - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
  - Be accessible to transport vehicles for pick- up of Automotive HSP; and
  - Have adequate security measures in place to prevent Automotive HSP from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 1.3 All waste must be packed in an approved UN container and all HSP transported must be contained in accordance with TDGA requirements.
- 1.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 1.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator’s Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 1.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:

- 1.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 1.8 Contamination allowances:
- Reasonable efforts must be taken to minimize contamination.
  - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.
  - Contamination levels in transport containers (mis-packed Automotive HSP, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	<ul style="list-style-type: none"><li>• Antifreeze returned in containers with a volume of 30 litres or less.</li><li>• Antifreeze recovered from vehicles at automotive service centres.</li></ul>	<ul style="list-style-type: none"><li>• Plumbing antifreeze;</li><li>• Vehicle windshield antifreeze;</li><li>• Product marketed as industrial heat transfer fluid;</li><li>• Fuel (gasoline &amp; diesel) antifreeze; Lock de-icer;</li><li>• Air brake antifreeze;</li><li>• Antifreeze which does not contain ethylene or propylene glycol;</li><li>• Containers used to deliver Antifreeze with a capacity greater than 30 litres.</li></ul>	<ul style="list-style-type: none"><li>• Residential</li><li>• All IC&amp;I</li></ul>
2	Empty Auto Containers Or Empty Auto Containers - Shredded	<ul style="list-style-type: none"><li>• Antifreeze containers that are 30 litres or less;</li><li>• Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil.</li><li>• <b>Note:</b> Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideway lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil.</li></ul>	<p>Containers from any of the following:</p> <p>Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.</p>	<ul style="list-style-type: none"><li>• Residential</li><li>• All IC&amp;I</li></ul>

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> <li>• Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications;</li> <li>• Diesel fuel filters;</li> <li>• Household furnace fuel filters;</li> <li>• Coolant filters;</li> <li>• Storage tank diesel fuel filters;</li> <li>• Plastic &amp; paper element style filters;</li> <li>• Diesel fuel filters used at retail commercial pump islands</li> </ul>	<ul style="list-style-type: none"> <li>• Gasoline fuel filters;</li> <li>• Air filters (automotive or non-automotive);</li> <li>• Household furnace air filters;</li> <li>• Sock-type filters</li> </ul>	<ul style="list-style-type: none"> <li>• Residential</li> <li>• All IC&amp;I</li> </ul>

**CORPORATION OF THE  
TOWNSHIP OF SOUTH ALGONQUIN  
BY-LAW NO. 2025-853  
BEING A BY-LAW TO CONFIRM  
THE PROCEEDINGS OF COUNCIL**

**WHEREAS** Section 5(1) of the Municipal Act 2001, Chapter 25 and amendments thereto provides that the powers of a municipal corporation are to be exercised by its council;

**AND WHEREAS** Section 5(3) of the Municipal Act 2001 Chapter 25 and amendments thereto provides that the powers of every council shall be exercised by By-Law;

**AND WHEREAS** it is deemed necessary and expedient that the proceedings and actions of the Council of the Corporation of the Township of South Algonquin be confirmed and adopted by By-Law, for the regular meeting held on:

**December 3, 2025**

**THEREFORE**, the Council of the Corporation of the Township of South Algonquin enacts as follows:

1. THAT the action of the Council of the Corporation of the Township of South Algonquin in respect to each recommendation contained in the reports of the Committees and in respect to each motion, resolution and other action passed and taken by the Council at its said open meeting, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. The Mayor or in her absence, the Presiding Officer of the Council and the proper officials of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required.
3. The Mayor or in his/her absence the Presiding Officer and the Clerk or in his/her absence the other designated signing officer, are hereby directed to execute all documents required by Statute to be executed by them, as may be necessary in that behalf and to affix the Corporate Seal of the Municipality to all such documents.
4. THAT in the event any provision or provisions of this By-Law be deemed illegal or not enforceable, it or they shall be considered separate and severable from the By-Law, and its remaining provisions shall remain in force and be binding as though the said provision or provisions had never been included.

READ A FIRST AND SECOND TIME on December 3<sup>rd</sup>, 2025.

\_\_\_\_\_  
Ethel LaValley- Mayor

\_\_\_\_\_  
Bryan Martin-CAO/Clerk Treasurer

READ A THIRD TIME, PASSED AND ENACTED on December 3<sup>rd</sup>, 2025.

\_\_\_\_\_  
Ethel LaValley- Mayor

\_\_\_\_\_  
Bryan Martin-CAO/Clerk Treasurer

By signing this by-law, Mayor LaValley has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers.