

**Desbarats to Echo Bay Planning Board**

**June 27th 2023**

**Agenda**

**Location: Tarbutt Council Chambers**

**27 Barr Road South**

**Time: 7:00 p.m.**

**A. Routine Matters:**

- 1. Call to order 7:00 p.m.**
- 2. Declaration of conflict/pecuniary interest**
- 3. Approval of minutes (May 23rd 2023)**
- 4. Staff/Members reports**

**B. Old Business:**

- 1. Draft Request for Quote – Joint Official Plan**
- 2. Establishing By-law Amendments (98-01)**
- 3. Application for Consent        E2023-05    Koski**

**C. New Business:**

- 1. New Planning Board Members at Large for Township of Tarbutt and Township of Laird**
- 2. Application for Consent:        J2023-06    McKinnon**

**D. Information:**

- 1. Comment Period Extension – Provincial Planning Policy Statement**
- 2. Mapping Portal**

**E. Seminars/Meetings:**

**F. Newsletters/Bulletins:**

**G. Adjournment:**

**DESBARATS to ECHO BAY PLANNING BOARD**

**May 23<sup>rd</sup> 2023**

Regular Meeting

Present: Lynn Orchard, Chair, Lennie Smith, Reg McKinnon, Jim Withers, Todd Rydall, Jason Koivisto, Shelly Bailey

Staff: Jared Brice

Visitors: List Attached

No conflict of interest was declared at this time.

The following minutes are comprised of resolutions and the Secretary-Treasurer's interpretation of the meeting.

Res.: 29-2023 Shelly Bailey, Jim Withers

Be it resolved that the Board opens their regular meeting at 7:00 pm. (cd)

Res.: 30-2023 Jim Withers, Shelly Bailey

Be it resolved that the Board accepts the Minutes of April 25<sup>th</sup> 2023 as presented.(cd)

Res.: 31-2023 Shelly Bailey, Reg McKinnon

Be it resolved that the Planning Board accepts the Draft RFQ as presented. (cd)

Res.: 32-2023 Jim Withers, Jason Koivisto

Be it resolved that the Board raises the General Levy for Consent Applications from \$800.00 to \$1200.00 per consent, effective August 1, 2023. (cd)

Res.: 33-2023 Shelly Bailey, Todd Rydall

Be it resolved that the Board accepts the 2023 Budget as amended. (cd)

Res.: 34-2023 Lennie Smith, Todd Rydall

That the Planning Board gives provisional consent to Application E2023-04.

Applicant(s): Lisa and Brian Lewis with attached conditions and notes. (cd)

Res.: 35-2023 Jim Withers, Reg McKinnon

That the Planning Board defers Application E2023-05 to its next scheduled meeting.

Applicant(s): Andrew Koski. (cd)

Res.: 36-2023 Jason Koivisto, Jim Withers

Be it resolved that the Board designate an additional representative from the Township of Tarbutt. (cd)

Res.: 37-2023 Lennie Smith, Todd Rydall

That the Planning Board meeting adjourn at 8:15 p.m. until the next scheduled meeting or at the call of the Chair. (cd)

**Carried:** \_\_\_\_\_

Certified to be a true copy of a resolution

**Chair:** \_\_\_\_\_

**Secretary-Treasurer** \_\_\_\_\_

Desbarats to Echo Bay Planning Board - Request for Quote Correspondance for Joint Official Plan  
22 June, 2023

**Table 1: List of Registered Professional Planners and/or Companies Request for Quote for Joint Official Plan sent to:**

Registered Professional Planners and/or Companies	Correspondance back
Jerry Dolcetti	no response
Skelton Brumwell	confirmed receipt - no rfq provided
Deloyde Development Solutions	cannot take on assingment
Tulloch Engineering (Sault Office)	no response
John Jackson Planning	no response
Planscape	cannot take on assingment
Marie Poirier Planning & Associates	no response
John P Gallagher & Associates	no response
JL Richards & Associates	recieved proposal on 22 June 2023



Desbarats to Echo Bay Planning Board  
Secretary Treasurer

## Jared Brice

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**From:** Jared Brice  
**Sent:** Monday, June 19, 2023 2:44 PM  
**To:** Jason Ferrigan  
**Cc:** Soumaya Ben Miled; Jean Palmer  
**Subject:** RE: RFQ for Consulting Services to Complete the Joint Official Plan

Good Afternoon Jason,

Thank you for reaching out regarding the Desbarats to Echo Bay Planning Boards Joint Official Plan.

The current status of the relationship between the Planning Board and Municipal Services can be best summed up by the following resolution.

Desbarats to Echo Bay Planning Board Resolution 12-2023

*Moved by S. Bailey      Seconded by L. Smith*

*Be it resolved that the Board terminate planning services with Municipal Planning Services Ltd. and authorizes the Secretary-Treasurer to proceed with a request for quote for completing the Joint Official Plan.*

*Carried*

In addition to this resolution, there was no formal contract or agreement in place between the Planning Board and Municipal Planning Services. I have come to learn that the Clerk of Tarbutt at the time had some influence in this lack of agreement and interesting setup.

As for your other question,

Yes, there would be no issue with the Planning Board accepting extension to the submission deadline from June 20 @ 2 pm to June 21 at 4 pm?

Thank you for reaching out!

Warm regards



**Jared Brice**  
Tarbutt Township  
Administrative/Planning Assistant;  
Desbarats to Echo Bay Planning  
Board Secretary Treasurer

**Telephone** 705-782-6776

**Web** [www.tarbutt.ca](http://www.tarbutt.ca)

Email [admin@tarbutt.ca](mailto:admin@tarbutt.ca)  
27 Barr Road South, R.R. 1  
Desbarats, ON P0R 1E0

**From:** Jason Ferrigan <jferrigan@jlrichards.ca>  
**Sent:** Monday, June 19, 2023 9:30 AM  
**To:** Jared Brice <Admin@tarbutt.ca>  
**Cc:** Soumaya Ben Miled <sbenmiled@jlrichards.ca>  
**Subject:** RFQ for Consulting Services to Complete the Joint Official Plan

Good morning Jared;

I hope that this email finds you well and that you had a good weekend.

Thank you very much for inviting us to submit a quote to help with the next stages of the Official Plan Project.

We have reviewed the RFQ and have two questions:

1. What is the status of the relationship between the Planning Board and Municipal Planning Services?
2. Is the Planning Board willing to consider an extension to the submission deadline from June 20 @ 2 pm to June 21 at 4 pm?

Thank you in advance for your consideration of these questions.

Take care, Jason

**Jason Ferrigan**, RPP, MCIP, MSc.PI,  
Principal Associate  
Chief Planner

J.L. Richards & Associates Limited  
314 Countryside Drive, Sudbury, ON P3E 6G2  
Direct: 705-806-4422



June 22, 2023  
Our File No.: C-BD

**VIA: E-MAIL**

Jared Brice  
Administrative and Planning Assistant  
Desbarats to Echo Bay Planning Board  
Tarbutt Township  
27 Barr Rd.  
Desbarats, ON P0R 1E0

Dear Mr. Brice:

**Re: Desbarats to Echo Bay Planning Board – Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area - REV. 00**

J.L. Richards & Associates Limited (JLR) would like to thank you for giving us the opportunity to submit this proposal for the above referenced project.

**BACKGROUND**

We understand that the Desbarats to Echo Bay Planning Board (the Planning Board) has requested a quotation to undertake consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area (the Official Plan). The current draft Official Plan was developed by the Planning Board and area municipalities with the assistance of the third-party service provider and is reflective of legislative changes enacted through Bill 23.

We understand that the Planning Board has elected to retain another third-party service provider to assist with the completion of the draft Official Plan. Generally speaking, this will include consultation with the Planning Board and area municipalities to understand their perspectives on the planning area and its communities, a review and update of the draft Official Plan to balance local and provincial goals and objectives for land use planning in the planning area (including Bills 109 and 97, and the draft Provincial Planning Statement) and the preparation of a background memo and revised draft Official Plan, consultation with the communities and Ministry of Municipal Affairs and Housing, updating the Official Plan based on comments received, and assisting with the local and provincial approval process.

We further understand that a key objective in this process is a review and update of the agricultural and rural land use designations and polices to ensure that they balance the need to protect the agricultural land base while providing some flexibility to pursue the creation of new housing or other economic opportunities that may present themselves during the lifetime of the Official Plan. As described in our work plan below, if selected, we will collaborate with Planning Board staff on an Agricultural Land Area or Land Evaluation Area Review of the planning area to establish the boundaries of the agricultural and rural land use designations and use our knowledge of

Jared Brice, Desbarats to Echo Bay Planning Board

successful policy approaches to update the land use policy framework for rural and agricultural areas.

Finally, we understand that Planning Board administrative staff have considerable experience, including the use of Geographic Information Systems, which we propose to leverage in order to benefit from their knowledge and expertise and to minimize future external project costs.

We are excited about the possibility of helping the Planning Board and its member municipalities with this very important project. We are currently collaborating with the Township of Tarbutt on updates to their Zoning By-law and look forward to building upon this relationship. Our team for this assignment understands the planning area and Algoma area generally through our work with Tarbutt Township, the Town of Bruce Mines, the City of Sault Ste. Marie and the Sault North Planning Board. We look forward to bringing our knowledge of land use planning and the area to this project and to collaborating with the Planning Board and its member municipalities to ensure a successful project outcome.

## **COMPANY PROFILE**

JLR is a multidisciplinary firm offering services in land use planning, energy, architecture, and all core engineering disciplines. Our firm is focused on serving seven main market sectors: Civil, Municipal & Planning, Buildings, Environmental Infrastructure, Mining, Industrial, Innovative Energy, and Special Projects. Planning services are critical to JLR's multidisciplinary and integrated project delivery approach. Our services support both public and private sector clients, including municipal, provincial, and federal agencies. We develop policy, advise on land use, and interpret the regulations and policies that govern it. We also provide integrated master planning with our civil engineers, concept development, mapping, geographical information system services, and studies to facilitate ongoing operations and accommodate growth.

Founded in Ottawa nearly 70 years ago, JLR today has a full-time staff of over 400 in Ottawa and across our six regional offices in Sudbury, North Bay, Guelph, Timmins, Kingston, and Hawkesbury.

JLR is a completely Canadian company, a corporation entirely owned and operated by our employees - over three quarters of our staff are shareholders. Our ownership structure empowers all employees to actively participate in facilitating exceptional quality control at every stage of our projects and fosters our team's interest to fully understand what clients want and how to deliver projects that meet those needs. JLR enjoys an unmatched staff retention rate, which provides tremendous depth to the expertise of our entire team.

## **Planning Discipline**

JLR's professional planners have been providing land use planning advice and services to municipal clients for over 50 years. Municipalities were our first planning clients and have remained the primary focus of our planning practice. Over the years, JLR has helped more than 100 municipal clients with their planning needs. Today, we provide municipal planning consulting services to more than 30 municipalities across Ontario and beyond, both big and small. We understand and have direct experience with the myriad of planning regulations including the:

Jared Brice, Desbarats to Echo Bay Planning Board

Planning Act, Provincial Policy Statement, Places to Grow, Environmental Assessment Act, Official Plans, Zoning By-laws, Niagara Escarpment Plan, Environmental Protection, Nutrient Management, Source Water Protection legislation, Safe Drinking Water and other provincial legislation and policies.

Our background includes implementation of policy and the use of other local land use planning tools. We regularly provide advice to our municipal clients that combines our land use expertise with our understanding of municipal engineering.

Currently, JLR has 19 planners on staff experienced in land use planning for communities across Ontario. Our firm also has a GIS Technical Group within the Planning division that provides expertise in planning-related mapping and GIS services such as integrated surveys to support policy development.

JLR has completed several Official Plan and Zoning By-law exercises for municipal clients similar in size and composition to the Planning Board, including many that faced clear and distinct choices about the future of the community. We understand the importance of clarity and certainty in policy implementation and have worked extensively with Councils' and staff to help carry out planning programs.

Our planning team is familiar with the planning area and Algoma Region. We are currently collaborating with Tarbutt Township on updates to their Zoning By-law. We provide in house planning services to the Town of Bruce Mines and Sault North Planning Board. We recently drafted the Official Plan for the City of Sault Marie. We also work with other coastal and agricultural communities in the Great Lakes region and Northern Ontario and have an unparalleled understanding of planning approaches that work in those areas.

With our significant history in the Ontario municipal consulting industry, JLR understands the importance of developing long-term relationships with our clients based on trust and value for service. We pride ourselves on working collaboratively with our clients and being responsive to their individual needs. We are confident that you will find our firm flexible and effective in delivering this Official Plan update. JLR is fully committed to this project, will not undertake any work that would present a conflict of interest during this project, and will allocate the appropriate resources necessary to meet your requirements.

### **JLR Base of Operations & Extent of Resources**

The base of operations for the Planning Board will be JLR's Sudbury office, where the project manager and planners will lead the project and undertake majority of the research and analysis for the project and liaise with the applicable agencies.

JLR's Sudbury office currently consists of 74 full-time employees, including four planners, and, if required, resources will be drawn from our other offices to provide any specific technical skill-sets required. All JLR offices operate on common project management, design, drafting, GIS, and word processing software platforms and are connected by video conferencing, allowing immediate access to complete staff expertise and consultation. This seamless team integration provides JLR with a comprehensive overview to coordinate timelines and events, add staff to accelerate schedules if necessary, and also create, implement, and maximize efficiencies for our clients. JLR has successfully utilized a multi-office approach to complete projects for many years.



Jared Brice, Desbarats to Echo Bay Planning Board

## PROJECT SCOPE

Based on this project's background, JLR's scope for this project will include:

### 1. Phase 1: Project Initiation

#### 1.1. Client Kick Off Meeting

JLR will meet with Planning Board staff to kick off the project. This meeting will provide an opportunity to review and confirm the scope, schedule and budget for the project.

#### 1.2. Planning Board Meeting #1

JLR will meet with the Planning Board to discuss the project and collect the Planning Board's feedback on the current draft Official Plan.

### 2. Scoped Review and Recommendations

#### 2.1. Scoped review

Based on Planning Board feedback, JLR will review the existing draft Official Plan to ensure that it meets local and provincial requirements.

#### 2.2. Agricultural land review

Based on Planning Board feedback, JLR will undertake either an Agricultural Land Evaluation System (ALES) or Land Evaluation Area Review (LEAR) to delineate agricultural land/rural area land use designation boundaries. JLR will lead this step, while Planning Board staff will undertake all necessary GIS analysis.

The ALES and LEAR are two approved methodologies for evaluating agricultural lands in the Province of Ontario. These are compared on the following table. A budget for each option is included in the financial proposal section of this quotation so that Planning Board can choose which option it would like to pursue.

	Land Evaluation and Area Review (LEAR)	Agricultural Land Evaluation System (ALES)
Description	LEAR quantitatively evaluates the relative importance of lands for agriculture based on the land's inherent characteristics and other factors affecting agricultural potential. LEAR can be supplemented with additional analysis and field verification prior to designating prime agricultural areas.  LEAR has two parts:	ALES is a table-top exercise which does not rely on GIS modeling to assist in the identification of prime agricultural areas. It includes generally 250 hectare or larger blocks where prime agricultural areas, as defined in the PPS, predominate.  An ALES study focuses on Class 1-3 soils as well as associated 4 to 7 soils

Jared Brice, Desbarats to Echo Bay Planning Board

	<ol style="list-style-type: none"> <li>1. Land Evaluation (LE) which assesses soil and climatic conditions and Canada Land Inventory (CLI) mapping to identify and compare agricultural potential.</li> <li>2. Area Review (AR) considers other factors such as land fragmentation and questions about how land is currently used.</li> </ol> <p>GIS data is used to digitally analyze data to develop quantitative scores for lands in the study area.</p> <p>Scores form LE and AR are weighed and provide an overall LEAR score for each evaluation units in the study area.</p>	<p>and organic soils. For organic soils, the presence of any improvements to improve soil capability for agriculture (e.g., installation of tile drainage).</p> <p>ALES considers the following factors:</p> <ol style="list-style-type: none"> <li>1. What is the actual land use? Is the land being used or has potential to be used?</li> <li>2. Have investments been made into crops or agricultural infrastructure?</li> <li>3. What are the lot sizes of the subject lands? Is there a high degree of fragmentation?</li> </ol>
Differences	<p>LEAR Study is supplemented with additional analysis and field verification (ground-truthing) prior to designating a prime agricultural area. Land Evaluation and Area Review are weighted to provide overall LEAR scores, which are more accurate representations of areas with greatest agricultural potential. Stakeholder engagement is typically an important component of LEAR, including the establishing of a steering committee to gather local and farming expert knowledge over the course of a LEAR.</p> <p>LEAR uses the most current mapping through OMAFRA. Although the mapping is available for free from OMAFRA, the additional GIS and area evaluation analysis does represent a higher cost than ALES.</p>	<p>ALES compares different data layers such as current land use designations and soil types, to evaluate and compare characteristics of land prior to development of Official Plan designations.</p> <p>The approach to ALES is simpler than LEAR, however it is likely that the designation of prime agricultural areas would be less refined than with a LEAR approach.</p>

Jared Brice, Desbarats to Echo Bay Planning Board

## **2.3. Key Findings and Recommendations Memo**

JLR will prepare a memo outlining the key findings and recommendations associated with Steps 2.1 and 2.2.

## **2.4. Planning Board Meeting #2**

JLR will meet with the Planning Board to discuss the key findings and recommendations memo. The outcomes of this meeting will serve as the basis for the updates to the existing draft Official Plan.

## **3. Phase 3: Draft Official Plan Amendment**

### **3.1. Update Official Plan Text**

JLR will update the draft Official Plan. Policies will be tailored to address the current needs of the Planning Board, and ensure that the document is clear, concise and easy to implement and interpret.

Planning Board staff will update the schedules, as required, with any amendments that have taken effect since the Schedules were last updated, and to reflect any updates to constraint mapping, as shown on open data sources, including Ontario Geohub, Ontario Geospatial Data Exchange, Ontario Parcel and Municipal Connect (MPAC), as needed. All mapping will be designed to be clear and legible when reduced to 11" x 17" (.PDF).

### **3.2. Planning Board Meeting #3**

JLR will meet with the Planning Board to present the updated Official Plan text and schedules and receive direction to proceed with early consultation with the Ministry of Municipal Affairs and Housing.

### **3.3. Early Consultation with Approval Authority**

JLR will circulate a copy of the Key Findings and Recommendations Memo and the draft OP and Schedules to MMAHH as part of an "early consultation" exercise. By consulting with the MMAHH prior to adoption of the document, review and approval time by MMAHH at the end of the process is meant to be reduced. Our experience with this process has shown that it will be necessary to identify the Planning Board's and member municipalities' anticipated Public Meeting date as early as possible in the process to ensure MMAHH's timely response to early consultation.

*The Ministry's service standard for early consultation is 90 days. This is reflected in the project schedule included with this quotation. It should be noted that our experience with MMAHH and partner ministries' review of the draft document can exceed this service benchmark.*

Jared Brice, Desbarats to Echo Bay Planning Board

Following receipt and review of the MMAH's one-window comments, JLR will meet with MMAH representatives to discuss comments and identify areas where revisions are required, and those areas where the Planning board and member municipalities would prefer the proposed policy direction. It is anticipated that the Planning Board Staff will either attend the meeting or join in via conference call.

The Minister's eventual decision on the Official Plan will be final; therefore this stage will be the time where any disagreements will have to be examined closely and decisions made by the Planning Board and member municipalities. Therefore we have allocated a provisional budget amount for one 2-hour meeting with MMAH to discuss comments based upon our knowledge of the Town and the policies that we anticipate. As MMAH's one-window comments can sometimes be extensive, it will be important for the Planning Board and member municipalities to identify those areas of policy importance prior to the meeting to focus the discussion.

*It is important to note that scheduling of the Early Consultation Review Meeting is dependent on the availability of MMAH and their six partner ministries.*

### **3.4. Plan Revisions**

JLR will revise the Plan according to discussions at the early consultation review meeting, based on the direction of the Planning Board Staff.

### **3.5. Planning Board Meeting #4**

JLR will meet with the Planning Board to present the revised Official Plan.

## **4. Phase 4: Official Plan Adoption**

### **4.1. Open House**

While not expressly required by the *Planning Act*, JLR is proposing that one optional Open House be held to inform and obtain the views of the public.

JLR will prepare a Notice of Open House for circulation. The notice should be placed in the normal local advertising used by the Planning Board, in addition to posting information on the Planning Board's website, and notifying prescribed persons, public bodies, and identified community groups directly. It is recommended that the background information also be posted on the Planning Board's website.

JLR has budgeted for two (2) representatives to attend the Open House. The Open House will explore issues based on discussion with the Planning Board and may include private roads, shoreline development, aggregate resource development, natural heritage features, or other areas of public interest. For each topic area, JLR will provide policy options and directions and seek feedback from the public attending through a variety of methods, including surveys and roundtable discussions.

It is assumed that the Planning Board will arrange a location for the Open House.

Jared Brice, Desbarats to Echo Bay Planning Board

#### 4.2. Planning report

Following the Open Houses and MMAH early consultation, JLR will review any public comments that have been received, and provincial one-window comments, if any, and provide recommendations in the form of a Planning Report for the Planning Board and member municipalities regarding potential response and/or revisions to the draft Official Plan.

#### 4.3. Statutory Public Meetings

JLR will prepare the notice of four (4) Statutory Public Meetings for each member municipality. We recommend utilizing the local advertising used by the Planning Board to notify the public about the meeting, in addition to posting information on the Planning Board's and member municipality's websites. The Statutory Public Meetings will be held near the end of the work program to present the Draft Official Plan for the member municipalities consideration and for Council's to formally receive written or oral submissions from the public. Based upon the input at the meetings, the Councils may choose to formally adopt the Official Plan or may choose to defer adoption to a subsequent meeting based upon a request for additional information.

#### 4.4. Submission to MMAH for Approval

The adopted Official Plan will be submitted to MMAH for approval. JLR will assist in preparing the Record to be forwarded to MMAH. The *Planning Act* provides the approval authority with a 6-month timeline for approvals; however, MMAHH indicates that this timeline may be reduced if the early consultation approach is followed.

#### 4.5. Consolidation of Modifications and Final Documents

JLR will prepare a consolidated version of the approved Official Plan, including any modifications from MMAH, once the Minister's Decision on the Official Plan is issued.

### DELIVERABLES

For this project, JLR will provide the Planning Board with one Completed and Adopted Joint Official Plan for the Desbarats to Echo Bay Planning Area.

Outputs throughout the project scope will include:

<b>Phase 1: Project Initiation</b>	Confirmed project scope, schedule, budget
<b>Phase 2: Scoped Review and Directions</b>	Key Findings and Recommendations Memo Agricultural Land Review Outcome
<b>Phase 3: Draft Official Plan Amendment</b>	Draft Official Plan
<b>Phase 5: Official Plan Adoption</b>	Final Official Plan

Jared Brice, Desbarats to Echo Bay Planning Board

## **ASSUMPTIONS**

The following assumptions have been made:

- This is a new Official Plan and the Special Meeting required under Section 26 of the Planning Act is not required or, if discretionary, has already been held by the Planning Board at the outset of the prior process;
- The previous third-party service provider has prepared a background report/memorandum or some other documentation which provides the rational/justification for the proposed current draft Official Plan;
- Notes from all previous meetings, including any one window meeting held with the Province of Ontario are and will be made available to JLR for review;
- The scope of work does not include the preparation or coordination for new additional studies to inform the revised Official Plan;
- The Planning Board and its member municipalities will coordinate meeting venues, including rental fees or advertising costs;
- The Planning Board and its member municipalities will coordinate notices of the open house and statutory public hearings; and,
- All JLR work products will require one round of review and comment.

## **EXCLUSIONS**

- Analysis of any formal objections submitted subsequent to the notice of Statutory Public Meeting or the adoption of the Official Plan.;
- Preparation for or attendance at any subsequent Ontario Land Tribunal (OLT) meetings;
- Travel and accommodation, which will be invoiced at cost. This includes personnel time billed at hourly rates and travel charged at \$0.61/km. JLR will use best efforts to minimize travel and accommodation cost (e.g. JLR staff members will carpool to the public hearings);
- Additional meetings or anything not provided for in the Scope of Work; and,
- Delays in the production and submission of design work or administrative services arising out of, or resulting from, COVID-19 and the illness or unavailability of JLR personnel, but where in such circumstances the Planning Board and JLR shall cooperate in good faith to (1) substitute affected personnel for qualified and available alternative personnel, and/or (2) identify an amended timeline or other commercially reasonable solution to the delay.

## **SCHEDULE**

If successful, we can initiate work on this project within one week of receiving written instruction from the Planning Board Secretary-Treasurer and following contract execution. The tentative timeline is 10 months for the completion of the scope of work up to and including submission of the adopted Official to MMAH for Decision. Please refer to Appendix A for the Proposed Schedule.

Jared Brice, Desbarats to Echo Bay Planning Board

## OFFICIAL PLAN TEAM

Our team brings experience in land use planning, policy writing, design, and community engagement. They also know the planning area and Algoma area.

**Principal-in-Charge: Jason Ferrigan, RPP, MCIP** – Jason is a Registered Professional Planner, a Principal Associate, and Chief Planner with JLR. Jason has more than 24 years of planning experience through his work in the private, public, and institutional sectors. He has worked in every region in Ontario and understands the needs of urban and rural communities, big and small. Jason is currently working with several municipalities throughout Ontario on Official Plans, zoning by-laws, strategic plans and studies, and development approvals. Jason is familiar with the area through his work with the City of Sault Ste. Marie, Town of Bruce Mines and Tarbutt Township, as well as his previous experience as the Algoma Planner for the Ministry of Municipal Affairs and Housing. Prior to joining JLR, Jason served as the Director of Planning for the City of Greater Sudbury and President of the Ontario Professional Planners Institute (OPPI).

**Role:** As Principal-in-Charge, Jason will oversee the assignment at a corporate level and will be available to consult on strategic matters and defining significant issues for more challenging and contentious planning concerns. He will formally peer review of all major deliverables jointly within our team.

**Project Manager/Planning Discipline Lead: David Welwood, MES (Planning), RPP, MCIP** – David is a Registered Professional Planner with 13 years of experience in provincial, municipal, and private sector planning roles. He has developed strong relationships with stakeholders across Ontario and has a comprehensive knowledge of Ontario's land use planning system, including lengthy experience with the development of municipal land use policy as well as the review of Planning Act applications. David is also a qualified witness before the Ontario Land Tribunal.

He has coordinated public meetings required by the Planning Act, has led core team meetings, and has delivered presentations and training for municipal councils and staff on various planning matters, including the review of planning applications. David is currently working on Official Plans for Georgian Bluffs, Lakehead Rural, Kirkland Lake, Bonfield, Hudson, and Casey and Harley Townships. He leads JLR services in Tarbutt, Bruce Mines and Sault North.

David has reviewed and made recommendations to elected municipal councils on planning applications such as plans of subdivision, condominiums, zoning by-law amendments, consents, minor variances, and Minister's Zoning Orders.

**Role:** As Project Manager/Planning Discipline Lead, David will lead and manage all aspects of this assignment and provide senior review of all deliverables.

**Planner/Urban Designer: Soumaya Ben Miled, M.Pl., M.Arch.** - Soumaya is an Urban and Regional Planner, responsible for providing planning, GIS and land use services. Her work focuses on research and policy analysis, environmental planning and formulation of design and strategic development solutions that achieve socio-economic objectives. She is also experienced in engaging with public representatives, private stakeholders, and consultants.

**Role:** As a Planner, Soumaya will participate in all project meetings and public consultation, and assist with the preparation and delivery of reports, notices, and final documents.



Jared Brice, Desbarats to Echo Bay Planning Board

## PROFESSIONAL FEES

We propose to undertake the consulting services on a time basis to an upset limit fee of \$36,841 (including ALES Study) or \$40,591 (including ALES Study. A 7% administration fee will be added to our professional fees at the time of invoicing to cover items such as technology, support personnel, telecom, printing, legal, and other similar administrative costs. HST is applied to fees and disbursements.

Should additional services be required beyond those noted in the scope of work, additional fees will be charged on an hourly basis (plus 7% disbursement fee and expenses) according to the following 2023 rate schedule:

Jason Ferrigan	\$250.00/hour
David Welwood	\$187.50/hour
Soumaya Ben Miled	\$135.00/hour

*\* Rates are subject to change*

## FORM OF CONTRACT

JLR is proposing to use the JLR Standard Terms and Conditions as per the attached.

If this proposal is acceptable, please sign the JLR Terms and Conditions Authorization Clause and return a copy as our authorization to proceed with the scope of work.

This proposal is valid for a period of 30 calendar days.

JLR is committed to providing Desbarats to Echo Bay Planning Board with the services identified in this proposal, and we look forward to working with you on this project, pending your approval. If you require any additional information or have any questions, please do not hesitate to contact our office.



Jared Brice, Desbarats to Echo Bay Planning Board

Yours very truly,

J.L. RICHARDS & ASSOCIATES LIMITED

Prepared by:



Soumaya Ben Miled, M. Pl, M. Arch  
Planner

Reviewed by:



Jason Ferrigan, RPP, MCIP, MSc Pl  
Principal Associate, Chief Planner

SBM:jf

Encl.

- Appendix A: Quote of Services
- Appendix B: Proposed Schedule
- JLR Standard Terms and Conditions

Jared Brice, Desbarats to Echo Bay Planning Board

I accept the above, and the attached JLR Standard Terms and Conditions, and hereby authorize J.L. RICHARDS & ASSOCIATES LIMITED to proceed with the work.

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Accepted by

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Company

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Date

This Proposal contains information that is confidential and proprietary to J.L. Richards & Associates Limited (JLR). Reproduction or use in whole or part for purposes other than its evaluation is not permitted without the express written consent of JLR. In that release of this information could significantly prejudice the competitive position of JLR and/or its sub-consultants, it is specifically claimed that this Proposal is confidential for the purposes of any applicable Freedom of Information legislation.

## APPENDIX A

**THIS PAGE MUST BE SUBMITTED WITH YOUR BID**

Estimated Commencement date: July 2023 \_\_\_\_\_

Completion date of all items: May 2024 (submit to MMAH for approval) \_\_\_\_\_

### **Cost of services**

Streamlined review of the existing Draft Joint Official Plan including providing recommendations to the Board to amend where required and/or requested.

\$ 11,601 "As described in Phases 1 & 2 of our work plan"

Review and recommendations regarding agricultural designated lands in the entire Planning Board area to the Planning Board.

Either \$ 2,650 for Ales Study or \$6,400 for LEAR study "As described in Phases 2 of our work plan"

Amend the Draft Official Plan for the Desbarats to Echo Bay Planning Board Area where required to ensure consistency with the proposed 2023 Provincial Planning Statement / Policy.

\$ 22,590 "As described in Phases 3 & 4 of our work plan"

### **TOTAL QUOTE:**

**Option 1 ALES Study** **\$ 36,841**

**Option 1 LEAR Study** **\$ 40,591**

I, Jason Ferrigan \_\_\_\_\_, do solemnly attest that I have the authority to bind the Corporation and submit that I will be responsible for any and all assertions made herein.

The name, e-mail and phone number of the bidding firm and its principal contact person is:

Name of Company: J.L. Richards & Associates Ltd

Principal Contact: Jason Ferrigan

E-mail [jferrigan@jlrichards.ca](mailto:jferrigan@jlrichards.ca)

Cell No: (705) 806-4422 \_\_\_\_\_

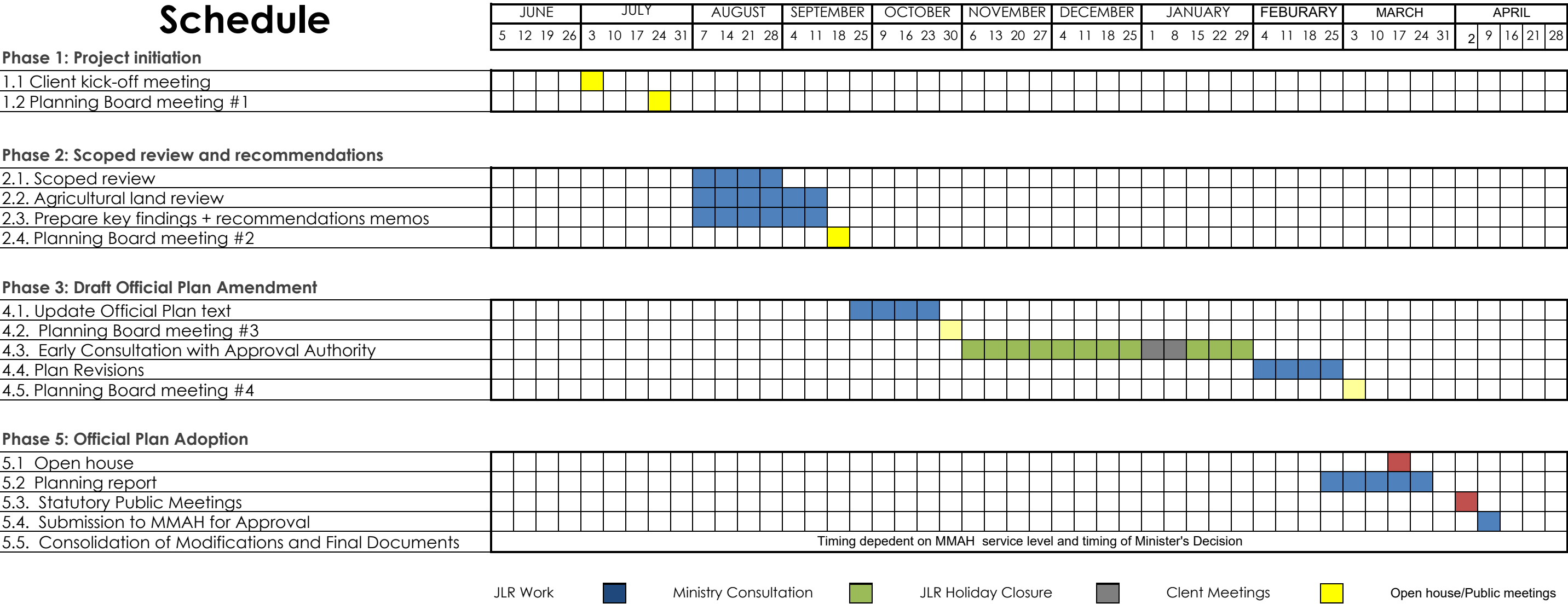
Authorized Signature: \_\_\_\_\_  \_\_\_\_\_ Date: June 22, 2023

Insurance Coverage shall be provided upon award.

**Lowest quote or any quote not necessarily accepted**

# Desbarats to Echo Bay Planning Board

## Completion of the Joint Official Plan for the Desbarats to Echo Bay Planning Area



\*\* JLR acknowledges that Early Consultation may take longer than the 90 day target shown above, depending on Provincial workload

*Desbarats to Echo Bay Planning Board  
Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area*

**J.L. RICHARDS & ASSOCIATES LIMITED (JLR)  
STANDARD TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT:** Upon authorization by Desbarats to Echo Bay Planning Board (herein referred to as the “**CLIENT**”) and commencement of performance hereunder, these terms constitute the entire Agreement between the parties concerning its subject matter and supersede any prior discussions and agreement (written or oral). The CLIENT acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and JLR shall not be bound to any terms and conditions contained within such a form regardless of reference or signature. In the event of a conflict between the written proposal letter and the terms of this Agreement the proposal letter shall take precedence.
2. **SCOPE OF SERVICES:** The CLIENT and J.L. Richards & Associates Limited (“**JLR**”) have agreed to a scope of services outlined in the fee proposal letter dated June 22, 2023 to which these Terms and Conditions are attached (the “**Services**”), in connection with the project identified as Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area (the “**Project**”) Services not identified in the scope of services in the fee proposal letter are specifically excluded from this Agreement.
3. **CHANGES:** Upon receipt of a written change in the scope of work request from the CLIENT or in situations where it becomes necessary to affect a change in the scope of the work, JLR shall notify the CLIENT in writing, regarding the impact of the request on the fees and/or schedule. Any changes or additional conditions between JLR and the CLIENT shall promptly, and in good faith, be negotiated, stated in writing, and mutually agreed to by both parties.
4. **SITE INFORMATION AND ACCESS:** The CLIENT, at its own expense, shall make available to JLR all relevant project information and documentation under the CLIENT’s control regarding past, present and proposed conditions of the site. JLR will provide a list of any required documentation to the CLIENT for its action. During the term of this Agreement, the CLIENT shall immediately notify JLR of any new information that becomes available and/or any change in plans. JLR assumes no responsibility or liability for the accuracy and/or completeness of such information, or the impact any inaccurate project information may have on JLR’s services. The CLIENT shall make all necessary arrangements for right of entry in order to provide JLR personnel access to the site at no cost to JLR throughout the performance of this Agreement.
5. **PERMITS AND UTILITIES:** The CLIENT shall apply for and obtain all required permits and licenses. The CLIENT shall provide JLR with the location of all relevant underground utilities and buried structures, and shall ensure that all information provided is in accordance with applicable laws and regulations. The CLIENT warrants the accuracy of this information.
6. **PAYMENT AND SUSPENSION:** Unless otherwise stated, invoices will be submitted on a monthly basis. Invoices are due and payable within twenty-eight (28) days of the invoice date. Invoices not paid within twenty-eight (28) calendar days of the invoice date shall be subject to a late fee of two (2%) per month computed at twenty-nine (29) days from the date of invoice.

Unpaid invoices shall also be subject to adjudication pursuant to the Ontario *Construction Act*, R.S.O. 1990, c. C.30, if applicable. In the event the CLIENT disputes all or part of an invoice, the CLIENT must

*Desbarats to Echo Bay Planning Board*

*Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area*

submit a Notice of Non-Payment to JLR, in accordance with the terms of the Ontario *Construction Act*, R.S.O. 1990, c. C. 30, within fourteen (14) calendar days from the invoice date.

In addition, any collection fees, legal fees, court costs, and other related expenses incurred by JLR in connection with the collection of delinquent invoices shall be paid by the CLIENT.

Undisputed portions are subject to payment within twenty-eight (28) days. JLR may suspend performance of services under this Agreement if:

- .1 the CLIENT fails to make the payment in accordance with the terms hereof; and/or
- .2 the CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

If any such suspension causes an increase in the time required for JLR's performance of the contract, then the schedule and/or period for performance shall be extended for a period of time equal to the suspension period. If payment remains past due sixty (60) days from the date of the invoice, then JLR shall have the right to suspend or terminate all services under this Agreement without prejudice or penalty, if applicable. The CLIENT shall pay all reasonable costs associated with the suspension or termination of the services under this Agreement.

All payments and timelines under this Agreement shall ultimately be subject to the minimum requirements and procedures set out under the Ontario *Construction Act*, if applicable, or any other applicable lien legislation, if any, including with regard to any holdback of fees.

7. **OWNERSHIP RIGHTS:** All work product, designs, drawings, concepts, products or processes produced by or resulting from the services rendered by JLR in connection with this Agreement, or which are otherwise developed or first reduced to practice by JLR in the performance of the services hereunder, and which are patentable, capable of trademark or otherwise (collectively "**Work Product**"), shall be and remain the property of JLR. Subject to full payment of any fees owed under this Agreement, JLR hereby grants to the CLIENT a permanent, non-exclusive, royalty-free license to use the Work Product in connection with the reasonably communicated and contemplated purpose of the underlying project (including and for repairing, maintaining or servicing the project) and no other purpose or project. JLR shall not be responsible for the reuse or modification of any document by the Client or any third party without its expressed written permission.
8. **INJUNCTIVE RELIEF:** Each Party acknowledges and agrees that any breach of this Agreement by a Party could cause injury to the other Party for which monetary damages may be an inadequate remedy and that, in addition to remedies at law, the Disclosing Party is entitled to seek equitable relief as a remedy for any such breach or threatened breach.
9. **STANDARD OF CARE:** In the performance of professional services, JLR shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the province/locality of the JLR office performing the work. No warranty, expressed or implied, is made or intended by this Agreement, or by furnishing oral or written reports of the findings. JLR is to be liable only for any direct damages caused by the negligent acts or negligent failure to act by JLR in discharging its professional duties

*Desbarats to Echo Bay Planning Board*

*Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area*

- 10. CERTIFICATIONS, GUARANTEES AND WARRANTIES:** JLR shall not be required to sign any documents, no matter by whom requested, that would result in JLR having to certify, guarantee or warrant the existence of conditions whose existence JLR cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with JLR or payment of any amount due to JLR in any way contingent upon JLR's signing any such certification.
- 11. INSURANCE:** JLR shall maintain the following Insurance in the amounts of:
- |    |   |             |
|----|---|-------------|
| .1 | Workplace Safety & Insurance Board (per statutory requirements) |             |
| .2 | Automobile Liability  | \$2,000,000 |
| .3 | Commercial General Liability:                                   |             |
|    | Each Occurrence   | \$1,000,000 |
|    | Policy Aggregate  | \$2,000,000 |
| .4 | Professional Liability Insurance:                               |             |
|    | Per Claim   | \$1,000,000 |
|    | Policy Aggregate  | \$3,000,000 |
- 12. INDEMNITY:** Subject to Section 14 hereof, the CLIENT agrees to indemnify and save harmless JLR and its shareholders, directors, officers, employees, advisors and agents from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses, incurred, suffered or sustained as a result of JLR's performing the services other than negligent services.
- 13. ENVIRONMENTAL LIABILITY:** Because the CLIENT owns and/or operates the site where work is being performed, the CLIENT has and shall retain all responsibility and liability associated with the environmental conditions at the site. Unless specifically identified elsewhere, the CLIENT's responsibility and liability includes the handling and disposal of any samples or hazardous materials.
- 14. CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT or JLR, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, for any consequential or indirect loss or damages or for damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or profits, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.
- 15. LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the total liability of JLR, its officers, directors, and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to JLR for the services hereunder or \$50,000.00, whichever is greater.
- 16. SCHEDULE AND PENALTIES:** JLR shall make reasonable efforts to deliver the Services under this Agreement according to the schedule of services and deliverables agreed upon between JLR and the CLIENT. JLR shall not be responsible for any delays caused by third party actions outside of its reasonable control. JLR makes no guarantees regarding the timing or schedule of their services under this Agreement and under no circumstances shall JLR be liable for any form of penalties, liquidated

*Desbarats to Echo Bay Planning Board*

*Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area*

damages, or refund of fees to CLIENT or its customers, whether established by contract or where inferred by the *Planning Act*, R.S.O. 1990, c. P.13 or other legislation.

- 17. THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favour of a third party against either the CLIENT or JLR. JLR's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against JLR because of this Agreement or the performance or non-performance of services hereunder. The CLIENT and JLR agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.
- 18. REVIEWING THIRD PARTY WORK:** CLIENT represents that in the event that JLR is asked to perform a review of drawings, designs, or other work created by another professional engineer, architect, planner, or firm (a "**Prior Consultant**") then such Prior Consultant shall (a) be promptly notified that JLR will be conducting such work or review, OR (b) have had its professional services terminated by the CLIENT. Further, CLIENT agrees that JLR may contact the Prior Consultant to notify them that JLR will be reviewing their work and provide such other notices or communications as JLR may deem necessary to comply with its professional and ethical obligations, including, but not limited to, those under the *Professional Engineers Act* and the *Architects Act* and their respective regulations.
- 19. COST ESTIMATES:** Any estimate of costs or budget (or any items which are similarly named) provided under this Agreement is an "opinion of probable construction cost", and CLIENT understands that JLR has no control over the cost or availability of labor, equipment or materials, or over market conditions or an applicable contractor's method of pricing, and that JLR's estimates of probable construction cost are made on the basis of its professional judgment and experience. JLR makes no warranty, express or implied, that the bids or the negotiated cost of the relevant work will not vary from the estimate of probable construction cost.
- 20. PUBLIC RESPONSIBILITY:** JLR shall endeavour to alert the CLIENT to any matter of which JLR becomes aware and believes requires the CLIENT's immediate attention to help protect public health and safety, or which JLR believes requires the CLIENT to notify others, or otherwise conform to applicable codes, standards, regulations or ordinances. If the CLIENT decides to disregard JLR's recommendations in these respects:
1. JLR shall determine in its sole judgment if it has a duty to notify public officials; and
  2. If there is an unaddressed risk to the public, JLR has the right to immediately terminate this Agreement upon written notice to the CLIENT and without penalty.
- 21. DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step:
1. By the technical and contractual personnel of both JLR and the CLIENT;
  2. By executive management of each party;
  3. By mediation; or
  4. Through the court system of the Province of Ontario.



*Desbarats to Echo Bay Planning Board*  
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The CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal fees and costs.

Nothing in this section shall be construed as limiting the parties' right to the adjudication process available pursuant to the Ontario *Construction Act*, R.S.O. 1990, c. C. 30, as amended, if applicable.

- 22. FEE ESCALATION:** In the case that any portion of the services under this Agreement are to be delivered on a time-based fee per the fee proposal letter JLR shall reserve the right to increase its fee rates from time to time by providing the CLIENT with written notice of any changes at least thirty (30) days before such changes take effect. JLR's fee increases shall be based on internal employee advancement, seniority, applicable inflation rates, and overall industry trends, and shall be generally commercially reasonable.
- 23. ASSIGNMENT:** Neither party shall assign its interest in this Agreement without the written consent of the other.
- 24. CHOICE OF LAWS:** This Agreement shall be governed by the laws of the Province of Ontario and any federal laws applicable thereto.
- 25. FORCE MAJEURE:** Should performance of services by JLR be affected by causes beyond its reasonable control, including but not limited to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged by JLR; fires; floods; labour disturbances; unusually severe weather and/or an epidemic; then the CLIENT shall grant JLR a time extension and the parties shall negotiate an equitable adjustment to the price of any affected services, where appropriate.
- 26. FIELD REPRESENTATION:** JLR shall not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed to in writing.
- 27. TERMINATION:** This Agreement shall terminate upon the completion of the Services contemplated herein, or may be earlier terminated by either party, for any reason, upon ten (10) days written notice to the other. In the event of termination due to the suspension or abandonment of the project, or any breach of this Agreement, JLR shall be paid within twenty-eight (28) days of the invoice date for all services performed to the effective termination date, including reimbursable expenses, applicable taxes and any termination expenses incurred.
- 28. JOBSITE SAFETY:** Neither the professional activities of JLR, nor the presence of JLR or its employees and sub-consultants at a project site and/or construction site, shall impose any duty to JLR, nor relieve the CLIENT and/or the construction contractor of its obligations, duties and responsibilities to provide a safe working environment including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating any construction work or activities in accordance with the applicable contracts and any health or safety precautions required by any regulatory agencies.

*Desbarats to Echo Bay Planning Board*  
*Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area*

JLR and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health and safety programs or procedures. It is agreed that both the CLIENT and/or the construction contractor shall be solely responsible for the project site and/or the construction site and worker safety, and warrants that this intent shall be carried out in the CLIENT'S and/or the construction contractor's contract. It is also agreed that both the CLIENT and/or the construction contractor shall defend and indemnify JLR and JLR's sub-consultants. If applicable, the CLIENT also agrees that the CLIENT, JLR and JLR's sub-consultants shall be made additional insureds under the construction contractor's policies of general liability insurance.

JLR retains the right to refuse services (at no cost to JLR) if, in the opinion of JLR upon assessing the site conditions in immediate relation to the Work are not up to regulatory standards whether local, Provincial or Federal (if applicable).

- 29. CODE COMPLIANCE:** JLR shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect during the Term of the Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, JLR shall notify the CLIENT of the nature and impact of such conflict. The CLIENT agrees to cooperate and work with JLR in an effort to resolve this conflict.
- 30. SEVERABILITY:** If any term or provision of this Agreement is held to be invalid, or unenforceable under the applicable statute or rule of law, such holding shall be applied only to the provision so held and the remainder of this Agreement shall remain in full force and effect.
- 31. SURVIVAL:** All limitation of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.
- 32. ADDRESS FOR NOTICES:**  
All notices shall be in writing. Notices shall be delivered by hand, by courier, by prepaid first class mail, by facsimile or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice shall be deemed to have been received on the date of delivery if delivered by hand, courier, facsimile or other form of electronic communication. A notice sent by regular mail is deemed to have been received on the 5<sup>th</sup> business day following the date of mailing. Notices pursuant to the Ontario *Construction Act, R.S.O. 1990, c. C. 30* or any other lien legislation applicable to the Project must at minimum be sent by email in addition to any other means of communication, and such Notices shall be deemed to have been received by the addressees on the day of delivery if the Notice is sent during business hours (8:00 a.m. to 4:00 p.m., Monday to Friday, excluding weekends and statutory holidays). If the Notice is sent outside of business hours, it shall be deemed to be received on the following business day.

Notices to JLR shall be sent to:  
J.L. RICHARDS & ASSOCIATES LIMITED  
314 Countryside Drive  
Sudbury, ON  
P3E 6G2

Notices to the CLIENT shall be sent to:  
DESBARATS TO ECHO BAY PLANNING BOARD

*Desbarats to Echo Bay Planning Board  
Consulting services to complete the Joint Official Plan for the Desbarats to Echo Bay Planning Area*

27 Barr Rd  
Desbarats, ON  
P0R 1E0

The parties understand and agree that it is each party's responsibility to inform the other party of any changes to their respective Addressees. All changes are to be provided to the other party by way of Notice in accordance with section 27 herein.

- 33. ELECTRONIC EXECUTION:** This Agreement may be executed by the parties in counterparts and may be delivered by email or other means of electronic communication and all such counterparts, taken together, shall constitute one and the same agreement. Documents that are (1) executed, scanned, and transmitted electronically, or (2) digitally executed by electronic signature, shall be deemed to be original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

## **DESBARATS TO ECHO BAY PLANNING BOARD**

### **By-law 98 - 01**

*Being a By-law to govern the calling, place and proceedings of meetings of the board*

WHEREAS Section 95 of the Municipal Act, R.S.O 1990 being chapter 45, as amended requires every local board to adopt a procedure by-law for governing the calling, the place, and the proceedings of its meetings, and

WHEREAS the Desbarats to Echo Bay Planning Board is a local board as defined in the ~~Municipal Affairs Act~~ *Municipal Act, S.O. 2001, c. 25 as amended* and as such is subject to the aforementioned legislation, and

WHEREAS the Desbarats to Echo Bay Planning Board further deems it appropriate to establish certain rules and procedures for the conduct of its meetings.

NOW THEREFORE, THE DESBARATS TO ECHO BAY PLANNING BOARD HEREBY ENACTS AS FOLLOWS:

#### SECTION 1 – DEFINITIONS:

In the By-laws and resolutions of the Desbarats to Echo Bay Planning Board, unless the context requires otherwise, the following definitions shall apply to the terms and phrases used therein:

- a) Board – means the Desbarats to Echo Bay Planning Board
- b) Chair – means a person elected ~~annually~~ *every four years* by the Board to preside over meetings of the Board and will have signing authority with the Secretary-Treasurer
- c) Member – means a member of the Desbarats to Echo Bay Planning Board
- d) Secretary-Treasurer – means a person appointed ~~annually~~ *every four years* by the Board to perform certain responsibilities and conduct certain business on behalf of the Board from time to time.
- e) Quorum – four members of the Board shall constitute quorum
- f) Vice-Chair – means a person elected ~~annually~~ *every four years* by the Board to preside over meetings of the Board in the absence of the Chair and has signing authority with the Secretary-Treasurer

#### SECTION 2 – GENERAL PROVISIONS:

- a) The rules and regulations contained in this By-law shall be observed in all proceedings of the Board and shall be the rules and regulations for the dispatch of business by the Board.
- b) Any procedure under this By-law which is discretionary and not mandatory under the statute may be suspended with the consent of the majority of the members present.
- c) Persons shall not be permitted to address the Board except with the permission of the Chair. In the case of a delegation appearing before the Board, only appointed representatives shall address the Board with the permission of the Chair.

#### SECTION 3 – CONVENING OF BOARD MEETINGS:

- a) All regular meetings of the Board shall be held ~~on a rotation basis in the Council Chambers of the Townships of the Board, every second Monday of every month as necessary,~~ *on the fourth Tuesday of every month at The Township of Tarbutt Council Chambers* beginning at 7 pm, or at the call of the Chair.
- b) The Board may, by resolution, dispense with, alter the time of, day of, or place of any regular Board meetings.
- c) If no quorum (4 members) is present one half hour after the time appointed for a meeting of the Board, the Secretary-Treasurer shall record the names of the members present and the meeting shall stand adjourned until the next regular meeting of the Board *or until a meeting is called by the Chair.*

Item B.2. NOTE: Wording in *Blue* is the recommended amendments to Establishing By-law from Staff to the Board

#### SECTION 4 – AGENDA:

- a) Agendas shall be prepared for all meetings of the Board and be formatted as follows:
  - A. Routine Matters
    - 1. Call to Order
    - 2. Declaration of Conflict of Interest and/or Pecuniary Interest
    - 3. Approval of minutes/statements
    - 4. Delegations
  - B. Old Business
  - C. New Business
  - D. Information
  - E. Seminar / Meetings
  - F. Newsletters / Bulletins
  - G. Adjournment
- b) The Business of the Board shall be taken up in the order listed unless otherwise decided by the Chair.
- c) Persons desiring to present information to the Board shall give written notice to the Secretary-Treasurer not less than ~~one week~~ *ten (10) days* prior to the meeting.
- d) Important correspondence will be appended to the agenda by the Secretary-Treasurer and copies will be provided to each *Board* member.

#### SECTION 5: MINUTES

- a) The minutes of each meeting of the Board shall record the following:
  - the place, date and time of the meeting
  - the names of the members present
  - the adoptions, correction and amending of minutes of previous meetings
  - general business
  - ~~motions~~ *resolutions or decision from the Board*
- b) The Secretary-Treasurer shall ensure that the minutes of any preceding meetings are available at least one week prior to the next meeting.

#### SECTION 6: PETITIONS

*In addition to Section 4. a). A. 4. and Section 4. c). above*, verbal deputations or presentations must not exceed 15 minutes in length, and any extensions of this time allotment must be approved by the Board.

READ AND PASSED AT A REGULAR MEETING OF THE DESBARATS TO ECHO BAY PLANNING BOARD ON THE 13<sup>TH</sup> DAY OF JULY, 1998

THE MUNICIPAL CORPORATION OF  
TOWNSHIP OF MACDONALD, MEREDITH & ABERDEEN ADDITIONAL  
208 CHURCH ST, ECHO BAY, ONTARIO  
P0S 1C0

Date: June 6, 2023

Motion # 23-198

Moved By: Shelly Bailey

Seconded By: [Signature]

- RESOLVED that we amend resolution #23-166 to state that council recommends that Consent be granted for Application #2023-05, Applicant-Koski conditional to an Environmental Impact Study being completed prior to any building permits being issued."

Councillor's Vote

Councillor's Name

FOR

AGAINST

BAILEY, Shelly  
BROCKELBANK, Parker  
CHEVIS, Adam  
HANSEN, Derek  
WATSON, Lynn


Signed Lynn Watson

MAYOR

[Signature]

Carried

**From:** [Carol Trainor](#)  
**To:** [Jared Brice](#); [Jean Palmer](#)  
**Cc:** [lennox.smith](#)  
**Subject:** Planning Board appointment  
**Date:** Friday, June 2, 2023 4:05:46 PM  
**Attachments:** [image001.png](#)

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As a result of a resolution passed at the last Planning Board meeting, the Council of The Township of Tarbutt passed the following resolution at its meeting on May 24, 2023:

Resolution No: 2023 – 73

Moved by: U. Abbott Seconded by: J. Nagel

Be it resolved that the Council of The Township of Tarbutt requests that the Planning Board authorize Council to appoint Ruth Wigmore to the Planning Board as a member at large to represent Tarbutt.

Carried unanimously

Upon speaking with Ms. Wigmore, she has agreed to accept the appointment.

Please advise if I can be of further assistance.

Tarbutt Township sincerely appreciates the opportunity to have a second representative on the Planning Board.

Carol.

Carol O. Trainor, A.M.C.T.  
CAO/Clerk  
The Township of Tarbutt  
27 Barr Road S.  
Desbarats, ON P0R 1E0  
Ph: 705-782-6776  
Fax: 705-782-4274



Individuals who submit information to Council should be aware that the information contained within their communications may become part of the public record and be made available to the public through the Council Agenda process.

**From:** [clerk@lairdtownship.ca](mailto:clerk@lairdtownship.ca)  
**To:** [Jared Brice](#)  
**Subject:** Planning Board - Member at Large  
**Date:** Monday, June 19, 2023 11:55:11 AM

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Good Morning Jared,

At June 15, 2023, Council Meeting Council passed the following Motion:

Motion Number: 222-23

Moved by: Matt Frolick

Seconded by: Wayne Junor

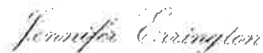
"Be it resolved that the Council of the Township of Laird accepts Jim Withers resignation from the Planning Board and requests that the Planning Board accept Council's appointment of Brad Shewfelt to the Planning Board as a member at large to represent Laird."

I just left a message with Brad to let him know that Council appointed him to the Planning Board. I wanted to talk to him before you reached out to him. But, I also do not want to forget to let you know of his appointment.

It is my understanding that he doesn't use computers and doesn't have an e-mail. So, I hope that doesn't complicate your life too much. I'm not sure what process you have in place for members that don't have e-mail.

Once I talk to him I will supply you with his contact information.

Sincerely,



**Jennifer Errington, Dipl.M.A.**

**Clerk Administrator**

Township of Laird

3 Pumpkin Point Road

Echo Bay, ON

POS 1C0

Phone No. (705) 248-2395

Fax No. (705) 248-1138

Website [lairdtownship.ca](http://lairdtownship.ca)



# Desbarats to Echo Bay Planning Board

## Application for Consent Under Section 53 of the Planning Act

### Before Starting This Application

Please read the following:

Appendix A: Completeness of the Application

Appendix B: Submission of the Application

Appendix C: Help

Appendix D: Notes to Applicants

In this form the term "subject" means the land to be severed and/or the land to be retained.

### Office Use Only

File Number

(2) J2023-06 A) McKinnon

Roll Number

5716 000 00103900

Date Submitted

9 May 2023

Date Received

Sign Issued

Please Print and Please Complete or Check-Mark Appropriate Box (s). Please use ink, not pencil.

### 1. Applicant Information

1.1	Name of Applicant	Home Telephone No.	Business Telephone No.
	Address	Postal Code	
1.2	This section is for the name of Owner (s) if different than the applicant. An owner's authorization is required in Section 11.1		
	Name of Owner (s)	Home Telephone No.	Business Telephone No.
	Address		Postal Code
	Name of person who is to be contacted, and to receive any correspondence, about the application, if different than the applicant. This may be a person or firm acting on behalf of the applicant.		
1.3	Name of Contact Person	Home Telephone No.	Business Telephone No.
	Address	Postal Code	Fax No.

### 2. Location of the Subject Land

2.1	District	Local Municipality	Section or Mining Location	Civic #
	Concession Number (s)	Lot Number (s)	Registered Plan No.	Lot (s)/Block (s)
	Reference Plan No.	Part Number (s)	Name of Street/Road	Other Identifier
2.2	Are there any easements or restrictive covenants affecting the subject land?			
	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (describe below the easement or covenant and its effect)			

<b>3. Purpose of this Application</b>	
3.1	Type and purpose of proposed transaction (check appropriate box) <b>Transfer:</b> <input checked="" type="checkbox"/> Creation of a new lot <input type="checkbox"/> Addition to a lot <input type="checkbox"/> An Easement <input type="checkbox"/> Other Purpose <b>Other:</b> <input type="checkbox"/> A charge <input type="checkbox"/> A lease <input type="checkbox"/> A correction of title
3.2	Name of person (s), if known, to whom land or interest in land is to be transferred, leased or charged: <u>Christopher Patrick McKinnon</u>
3.3	If a lot addition, identify the lands to which the parcel will be added:                      Roll # _____ Description: _____

<b>4. Description of Subject Land and Servicing Information</b> (Complete each subsection)				
4.1	Description	Frontage (m.)	Severed	Retained
		Depth (m.)	300' 91.4 m	J.B. 2017.2' (725 m)
		Area (ha.)	Approx 1428.2 (480 m irr)	J.B. 480.9 m irregular
			3.6 hectares J.B.	36.4 hectares J.B.
4.2	Use of Property	Existing Use (s)	Bush lot	Same
		Proposed Use (s)	Same	Same
4.3	Buildings or Structures	Existing	0	0
		Proposed	0	0
4.4	Access (check appropriate space)	Provincial Highway	No	No
		Municipal road, maintained all year	Yes	Yes
		Municipal road, seasonally maintained	Yes No	Yes No
		Other public road	/	/
		Right of way	/	/
		Water access	No	/
		(See Note #1)		
<b>Note #1:</b> Describe in section 9.1, the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road				
4.5	Water Supply (check appropriate space)	Publicly owned and operated piped water supply		
		Privately owned and operated individual well		
		Privately owned and operated communal well		
		Lake or other water body		
		Other means		
4.6	Sewage Disposal (check appropriate space)	Publicly owned and operated sanitary sewage system		
		Privately owned and operated individual septic tank (See Note #2)		
		Privately owned and operated communal septic system		
		Privy		
		<b>Note #2:</b> A certificate of approval from the local Health Unit or Ministry of the Environment and Energy submitted with this application will facilitate the review.		
Section 4 continued on next Page				

4. Description of Subject Land and Servicing Information . . . Continued				
4.7	Other Services (check if the service is available)		Severed	Retained
		Electricity	✓	✓
		School Bussing	✓	✓
		Garbage Collection	no collection J.B.	no collection J.B.
4.8	If access to the subject land is by private road, or if "other public road" was indicated in section 4.4, indicate who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year: NA			

5. Land Use			
5.1	What is the existing official plan designation (s), if any, of the subject land? Rural Policy Locally Significant Wetland J.B.		
5.2	What is the zoning, if any, of the subject land? If the subject land is covered by a Ministry's zoning order, what is the Ontario Regulation Number? Rural Open Space Wetland J.B.		
5.3	Are any of the following uses or features on the subject land or within 500 metres of the subject land, unless otherwise specified. Please check the appropriate boxes, if any, which apply.		
	Use or Feature	On the Subject Land	Within 500 Metres of Subject Land, unless otherwise specified (indicate approximate distance)
	An agricultural operation, including livestock facility or stockyard	NA	—
	A landfill	NA	—
	A sewage treatment plant or waste stabilization plant	NA	—
	A provincially significant wetland (class 1, 2, or 3 wetland)	NA	—
	A provincially significant wetland within 120 metres of the subject land	N/A	—
	Flood plain	NA	NA
	A rehabilitated mine site	NA	—
	A non-operating mine site within 1 kilometre of the subject land	NA	—
	An active mine site	NA	NA
	An industrial or commercial use, and specify the use (s)	NA	NA
	An active railway line	NA	—
	A municipal or federal airport	NA	—

## 6. History of the Subject Land

6.1	<p>Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the Planning Act?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No      <input type="checkbox"/> Unknown</p> <p>If Yes and if known, provide the Ministry's application file number and the decision made on the application:</p> <p>File # _____ Decision: _____</p>			
6.2	<p>If this application is a re-submission of a previous consent application, describe how it has been changed from the original application:</p>			
6.3	<p>Has any land been severed from the parcel originally acquired by the owner of the subject land?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If Yes, provide for each parcel severed, the date of transfer, the name of the transferee and the land use:</p> <table border="1"><tr><td> </td></tr><tr><td> </td></tr><tr><td> </td></tr></table>			

## 7. Current Applications

7.1	<p>Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No      <input type="checkbox"/> Unknown</p> <p>If Yes, and if known, specify the Ministry file number and status of the application:</p>
7.2	<p>Is the subject land the subject of an application for a zoning by-law amendment [ ], Minister's zoning order amendment [ ], minor variance [ ], consent or approval of a plan of subdivision [ ]?</p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No      <input type="checkbox"/> Unknown</p> <p>If Yes, and if known, specify the Ministry file number and status of the application:</p>



## 9. Other Information

- 9.1 Is there any other information that you think may be useful to the Ministry or other agencies in reviewing this application? If so, explain below or attach on a separate page.
- Ellsworth + Pat McKinnon would like to create a lot for their Son Christopher McKinnon on the west end of their property. They are asking that 300' frontage be taken off to create this
- 9.2 If the subject property is agricultural or close to an agricultural property, the following Supplement forms may be required:
- 1) Supplement #1 - Agricultural Land Descriptions
  - 2) Supplement #2 - Data Sheet for Minimum Distance Separation under the Agricultural Code of Practice

## 10. Affidavit or Sworn Declaration

- 10.1 Affidavit or Sworn Declaration for the Prescribed and Requested Information
- I, Mary Patricia McKinnon of the District of Algoma  
in the Township of Johnson make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application are true.

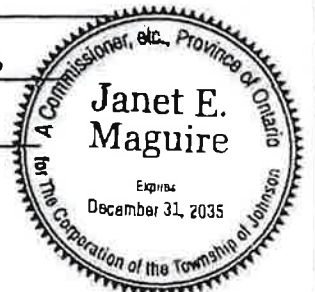
Sworn (or declared) before me

at the Township of Johnson

in the District of Algoma

this 25 day of April, 2023

Janet E. Maguire  
Commissioner of Oaths



Mary Patricia McKinnon Ellsworth McKinnon  
Applicant Applicant

## 11. Authorizations

11.1

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form and/or the authorization set out below must be completed

### Authorization of Owner for Agent to Make the Application

I, \_\_\_\_\_, am the owner of the land that is the subject of this application for Consent and I authorize \_\_\_\_\_ to make this application on my behalf.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Owner (s)

Sworn (or declared) before me

At the \_\_\_\_\_, in the \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner

11.2

### Authorization of Owner for Agent to Provide Personal Information

I, \_\_\_\_\_, am the owner of the land that is the subject of this application for Consent and for the purpose of the Freedom of Information and Protection of Privacy Act,

I authorize \_\_\_\_\_, as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of this application.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Owner (s)

Sworn (or declared) before me

At the \_\_\_\_\_, in the \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner

## 12. Consent of the Owner

12.1

*Edward McKinnon*  
I, *Mary Patricia McKinnon*, am the owner of the land that is the subject of this

Consent application and for the purpose of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by, or the disclosure to, any person or public body of any personal information that is collected under the authority of the Planning Act for the purpose of processing this application.

*April 25 2023*  
(Date)

*Edward McKinnon*  
*Mary Patricia McKinnon*  
Signature of Owner (s)

### 13. Permissions

13.1

#### Permission to enter on to the subject land(s)

I/We hereby authorize the members and staff of the Desbarats to Echo Bay Planning Board to enter upon the subject land (s) and premise (s) for the limited purpose of evaluating the merits of this application

*Eelwood McKee*  
*Mary Patricia McKee*  
Signature of Owner (s) or Authorized Agent

The subject property must have the appropriate municipal address, or other adequate identification conspicuously posted on the subject land (s). Failure to comply may result in a deferral of the application.

#### Submission of the Application

- One application form is required for each parcel to be severed.
- The requested copies will be used to consult with other ministries or agencies that may have an interest in the application.
- All measurements are to be in Metric units.

##### Step #1:

Review the application with your municipal office in order to apprise them this application will be coming to them and also to ascertain whether or not there may be municipal concerns regarding the application that your or the Planning Board may not be aware of which may affect the completeness and/or acceptance of the application.

##### Step #2:

Deliver the completed application to the Planning Board office along with the required fee made payable to the Desbarats to Echo Bay Planning Board.

##### Step #3:

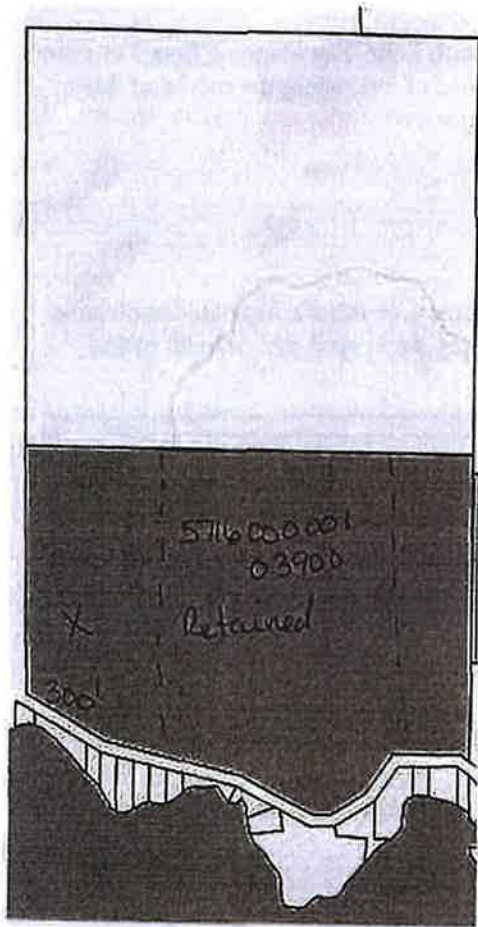
- The Planning Board Secretary will review your application.
- You will be notified when the application is considered complete. Any legislated time lines will commence only after the application is deemed complete and accepted by the Planning Board.
- Once the application has been accepted as complete you will be asked to supply 12 copies of the approved application along with 12 copies of the approved sketch. You may make the necessary copies yourself or the Planning Board can make them for you for a fee.
- You will be responsible for delivering one copy of the completed application to the Algoma Health Unit and they may require a fee for this service.

#### PLEASE NOTE

An application accepted as complete may still be amended, rejected, or deferred as the application goes through the process of review and as new or opposing information becomes available.

All documents should be forwarded to the attention of:

Secretary - Treasurer  
Desbarats to Echo Bay Planning Board  
c/o Tarbutt Township Offices  
27 Barr Road South, RR#1  
Desbarats, Ontario  
P0R 1E0

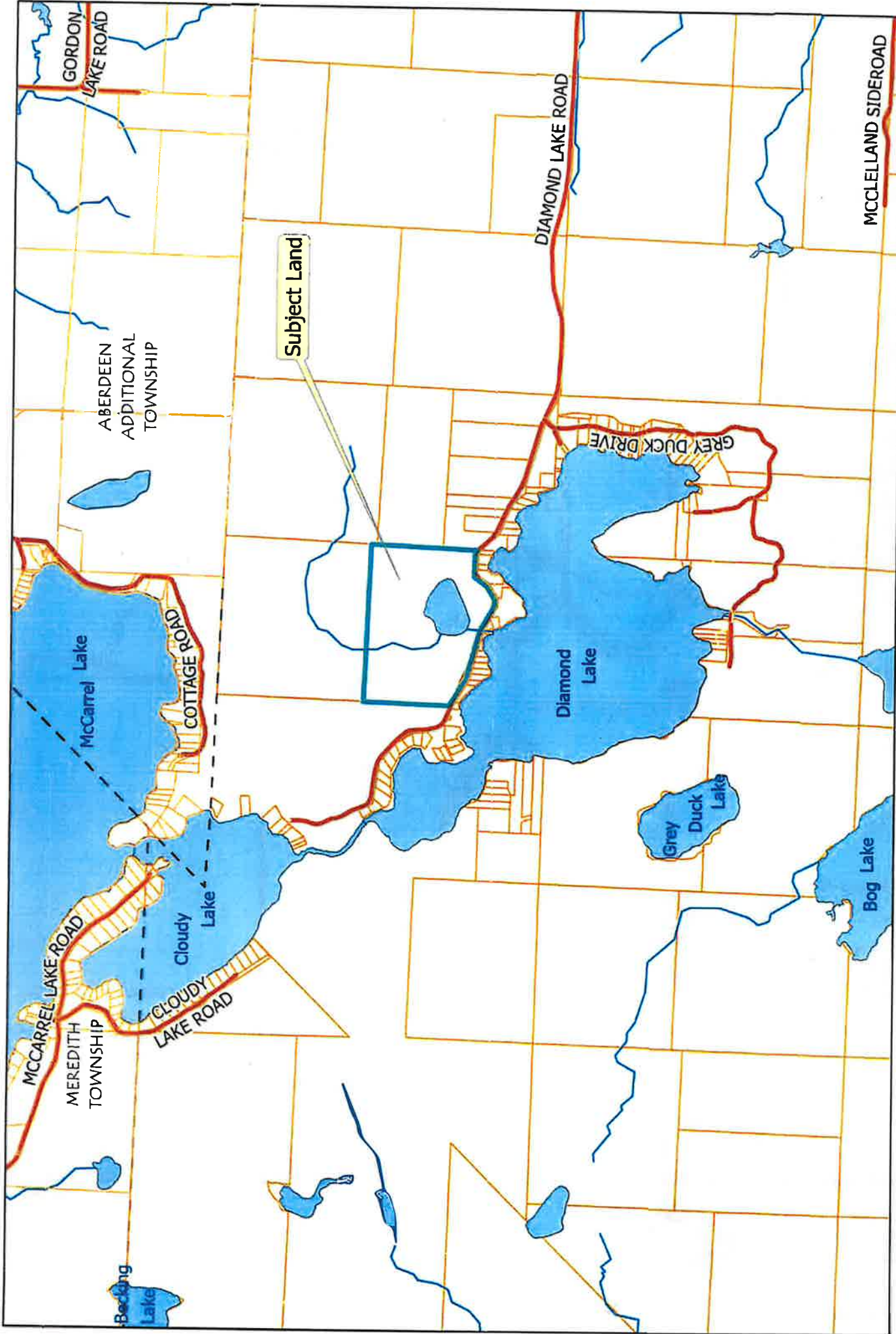


Ellwood + Mary Patricia McKinnon

5716000 001 03900

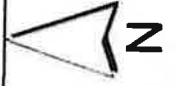
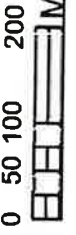






DESBARATS TO ECHO BAY PLANNING BOARD KEY MAP  
 Proposed Consent Applications: J2023-06 McKinnon  
 (Creation of One Lot, One Lot Addition, One Easement)  
 Subject Land - CON 6, LOT 8 SPT PCL 772 ACS  
 Township of Johnson

Scale: 1:25,000



Meters

Maps are provided as a courtesy only and the  
 Desbarats to Echo Bay Planning Board makes no  
 guarantees as to the accuracy of this information.  
 This map is not intended to be used for  
 conveyance, authoritative definition of the legal  
 boundary, or property title. This is not a survey product.





DESBARATS TO ECHO BAY PLANNING BOARD KEY MAP  
Proposed Consent Applications: J2023-06 McKinnon  
'Creation of One Lot, One Lot Addition, One Easement'  
Subject Land - CON 6, LOT 8 SPT PCL 772 ACS, Township of Johnson



Maps are provided as a courtesy only and the Desbarats to Echo Bay Planning Board makes no guarantees as to the accuracy of this information. This map is not intended to be used for conveyance, authoritative definition of the legal boundary, or property title. This is not a survey product.

# Desbarats to Echo Bay Planning Board

## Application for Consent Under Section 53 of the Planning Act

### Before Starting This Application

Please read the following:

Appendix A: Completeness of the Application

Appendix B: Submission of the Application

Appendix C: Help

Appendix D: Notes to Applicants

In this form the term "subject" means the land to be severed and/or the land to be retained.

### Office Use Only

File Number	J2023-06 (B & C) McKinnon
Roll Number	57H6 000 001 03900
Date Submitted	May 9, 2023
Date Received	
Sign Issued	

Please Print and Please Complete or Check-Mark Appropriate Box (s). Please use ink, not pencil.

### 1. Applicant Information

1.1	Name of Applicant Ellwood + Mary Patricia McKinnon	Home Telephone No. 705-782-6800	Business Telephone No.
	Address 867 Diamond Lake Rd, R.R.#2 Desbarats, Ontario		Postal Code P0R 1E0
1.2	This section is for the name of Owner (s) if different than the applicant. An owner's authorization is required in Section 11.1		
	Name of Owner (s)	Home Telephone No.	Business Telephone No.
	Address		Postal Code
1.3	Name of person who is to be contacted, and to receive any correspondence, about the application, if different than the applicant. This may be a person or firm acting on behalf of the applicant.		
	Name of Contact Person	Home Telephone No.	Business Telephone No.
	Address	Postal Code	Fax No.

### 2. Location of the Subject Land

2.1	District Algoma	Local Municipality Johnson	Section or Mining Location	Civic #
	Concession Number (s) 6	Lot Number (s) 8	Registered Plan No. 85PT PCL 772 ACS	Lot (s)/Block (s)
	Reference Plan No.	Part Number (s)	Name of Street/Road Diamond Lake Rd.	Other Identifier
2.2	Are there any easements or restrictive covenants affecting the subject land? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (describe below the easement or covenant and its effect)			

<b>3. Purpose of this Application</b>		
<b>3.1</b>	Type and purpose of proposed transaction (check appropriate box) <b>Transfer:</b> <input type="checkbox"/> Creation of a new lot <input checked="" type="checkbox"/> Addition to a lot <input type="checkbox"/> An Easement <input type="checkbox"/> Other purpose <b>Other:</b> <input type="checkbox"/> A charge <input type="checkbox"/> A lease <input type="checkbox"/> A correction of title	
<b>3.2</b>	Name of person (s), if known, to whom land or interest in land is to be transferred, leased or charged:	
<b>3.3</b>	If a lot addition, identify the lands to which the parcel will be added Description:                      CON 6, LOT 7 SPT                      PCL 1436 ACS	Roll# 5716 00000 10170 0000

<b>4. Description of Land and Servicing Information</b>					(Complete each subsection)	
<b>4.1</b>	Description	Frontage (m.)	<b>Severed/Lot Addition</b>	<b>Retained</b>		
		Depth (m.)	74.7 m	725.3 m		
		Area (ha.)	540.6 m irregular	480.9 m irregular		
			3.8 hectares	36.4 hectares		
<b>4.2</b>	Use of Property	Existing Use(s)	Vacant	Vacant		
		Proposed Use(s)	Vacant	Vacant		
<b>4.3</b>	Buildings or Structures	Existing	None	None		
		Proposed	None	None		
<b>4.4</b>	Access (check appropriate space)	Provincial Highway				
		Municipal road, maintained all year	Yes	Yes		
		Municipal road, seasonally maintained				
		Other public road				
		Right of way				
		Water access (See Note #1)				
<b>Note #1:</b> Describe in section 9.1, the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road						
<b>4.5</b>	Water Supply (check appropriate space)	Publicly owned and operated piped water supply	N/A	N/A		
		Privately owned and operated individual well	N/A	N/A		
		Privately owned and operated communal well	N/A	N/A		
		Lake or other water body	N/A	N/A		
		Other means	N/A	N/A		
<b>4.6</b>	Sewage Disposal (check appropriate space)	Publicly owned and operated sanitary sewage system	N/A	N/A		
		Privately owned and operated individual septic tank	N/A	N/A		
		Privately owned and operated communal septic system	N/A	N/A		
		Privy	N/A	N/A		
Section 4 continues on next Page						



<b>3. Purpose of this Application</b>	
<b>3.1</b>	Type and purpose of proposed transaction (check appropriate box) Transfer: <input type="checkbox"/> Creation of a new lot <input type="checkbox"/> Addition to a lot <input checked="" type="checkbox"/> An Easement <input type="checkbox"/> Other purpose Other: <input type="checkbox"/> A charge <input type="checkbox"/> A lease <input type="checkbox"/> A correction of title
<b>3.2</b>	Name of person (s), if known, to whom land or interest in land is to be transferred, leased or charged:
<b>3.3</b>	If a lot addition, identify the lands to which the parcel will be added: Roll# 5716 00000 10180 0000 Description: CON 6, LOT 7 NPT PCL 689 ACS

<b>4. Description of Land and Servicing Information</b> (Complete each subsection)				
<b>4.1</b>	Description	Frontage (m.)	Easement	Retained
		Depth (m.)	74.7 m	725.3 m
		Area (ha.)	540.6 m irregular	480.9 m irregular
			3.8 hectares	36.4 hectares
<b>4.2</b>	Use of Property	Existing Use(s)	Vacant	Vacant
		Proposed Use(s)	Vacant	Vacant
<b>4.3</b>	Buildings or Structures	Existing	None	None
		Proposed	None	None
<b>4.4</b>	Access (check appropriate space)	Provincial Highway		
		Municipal road, maintained all year	Yes	Yes
		Municipal road, seasonally maintained		
		Other public road		
		Right of way		
		Water access (See Note #1)		
		<b>Note #1:</b> Describe in section 9.1, the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road		
<b>4.5</b>	Water Supply (check appropriate space)	Publicly owned and operated piped water supply	N/A	N/A
		Privately owned and operated individual well	N/A	N/A
		Privately owned and operated communal well	N/A	N/A
		Lake or other water body	N/A	N/A
		Other means	N/A	N/A
<b>4.6</b>	Sewage Disposal (check appropriate space)	Publicly owned and operated sanitary sewage system	N/A	N/A
		Privately owned and operated individual septic tank	N/A	N/A
		Privately owned and operated communal septic system	N/A	N/A
		Privy	N/A	N/A
Section 4 continues on next Page				

4. Description of Subject Land and Servicing Information . . . Continued			
4.7	Other Services (check if the service is available)	Severed	Retained
	Electricity	✓	✓
	School Bussing	✓	✓
	Garbage Collection		
4.8	If access to the subject land is by private road, or if "other public road" was indicated in section 4.4, indicate who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year. <div style="text-align: center;">NA</div>		

5. Land Use			
5.1	What is the existing official plan designation (s), if any, of the subject land? <div style="text-align: center;">Rural Policy Locally Significant Wetland</div>		
5.2	What is the zoning, if any, of the subject land? If the subject land is covered by a Ministry's zoning order, what is the Ontario Regulation Number? <div style="text-align: center;">Rural Open Space Wetland</div>		
5.3	Are any of the following uses or features on the subject land or within 500 metres of the subject land, unless otherwise specified. Please check the appropriate boxes, if any, which apply.		
	Use or Feature	On the Subject Land	Within 500 Metres of Subject Land, unless otherwise specified (indicate approximate distance)
	An agricultural operation, including livestock facility or stockyard	NO	NO
	A landfill	NO	NO
	A sewage treatment plant or waste stabilization plant	NO	NO
	A provincially significant wetland (class 1, 2, or 3 wetland)	NO	NO
	A provincially significant wetland within 120 metres of the subject land	NA	NA
	Flood plain	NA	NA
	A rehabilitated mine site	NA	NA
	A non-operating mine site within 1 kilometre of the subject land	NA	NA
	An active mine site	NA	NA
	An industrial or commercial use, and specify the use(s)	NA	NA
	An active railway line	NA	NA
	A municipal or federal airport	NA	NA

6. History of the Subject Land	
6.1	<p>Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the Planning Act?</p> <p> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No           <input type="checkbox"/> Unknown         </p> <p>If Yes and if known, provide the Ministry's application file number and the decision made on the application:</p> <p>File # _____ Decision: _____</p>
6.2	<p>If this application is a re-submission of a previous consent application, describe how it has been changed from the original application:</p>
6.3	<p>Has any land been severed from the parcel originally acquired by the owner of the subject land?</p> <p> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No         </p> <p>If Yes, provide for each parcel severed, the date of transfer, the name of the transferee and the land use:</p>

7. Current Applications	
7.1	<p>Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval?</p> <p> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No           <input type="checkbox"/> Unknown         </p> <p>If Yes, and if known, specify the Ministry file number and status of the application:</p>
7.2	<p>Is the subject land the subject of an application for a zoning by-law amendment [ ], Minister's zoning order amendment [ ], minor variance [ ], consent or approval of a plan of subdivision [ ]?</p> <p> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No           <input type="checkbox"/> Unknown         </p> <p>If Yes, and if known, specify the Ministry file number and status of the application:</p>



**8. Sketch** (Use the attached Sketch Sheet) To help you prepare the sketch, refer to the attached Sample Sketch.

**8.1**

In order for your application to be considered complete, a sketch drawn to scale must be included as part of this application which shows:

1. Boundaries and dimensions of the subject land including the part that is to be severed and the part that is to be retained.
2. Location, size, height and type of all existing and proposed buildings or structures on severed or retained lands, including the distance of the buildings or structures from front yard lot line, rear yard lot line and side yard lot lines.
3. Boundaries and dimensions of the land owned by the owner, including the subject land and adjacent land.
4. The distance between the subject land and the nearest municipal lot line or landmark, such as a railway crossing or bridge.
5. The location of all land previously severed from the parcel originally acquired by the current owner of the subject land.
6. The approximate location of all natural and artificial features on the subject land and adjacent lands, including railways, roads, watercourses, drainage ditches, irrigation ponds, river or stream banks, wetlands, wooded areas, buildings.
7. The current use (s) of the adjacent lands.
8. The location, width and name of any roads within or abutting the subject land. Indicate whether the road is an unopened road allowance, a public travelled road, a private road or a right-of-way.
9. If access to the subject land is by water only, the location of the parking and docking facilities to be used.
10. The location and nature of any restrictive covenant or easement affecting the land.
11. If the severed parcel is to be conveyed to an abutting property owner, please identify the abutting property with name and instrument number exactly as now registered.
12. The location, size and distance to buildings and property lines of any existing sewage system treatment units (septic tanks) and distribution piping (septic beds) on the lot to be created and/or retained.

**If other documentation/supporting material becomes necessary, you will be contacted and this information must be submitted prior to your application proceeding.**

**8.2**

**Notification Sign Requirements:**

For the purpose of public notification and in order for staff to easily locate your land, you will be given a sign to indicate the intent and purpose of your application. It is your responsibility to:

1. Post one sign per frontage in a conspicuous location on the subject property.
2. Ensure one sign is posted at the front of the property at least three feet above ground level.
3. Notify the Planner when the sign is in place in order to avoid processing delays.
4. Maintain the sign until the application is finalized and thereafter remove it.

## 9. Other Information

9.1

Is there any other information that you think may be useful to the Ministry or other agencies in reviewing this application? If so, explain below or attach on a separate page.

Ellwood + Pat McKinnon wish to create a lot addition for their son Robert McKinnon + Create an Easement to Henriette McKinnon their Daughter in Law to give access to two land Locked lots

9.2

If the subject property is agricultural or close to an agricultural property, the following Supplement forms may be required:

- 1) Supplement #1 - Agricultural Land Descriptions
- 2) Supplement #2 - Data Sheet for Minimum Distance Separation under the Agricultural Code of Practice

## 10. Affidavit or Sworn Declaration

10.1

Affidavit or Sworn Declaration for the Prescribed and Requested Information

I, Ellwood + Mary Patricia McKinnon of the Township of Johnson  
in the District of Algoma make oath and say (or solemnly declare) that the

information contained in this application is true and that the information contained in the documents that accompany this application are true.

Sworn (or declared) before me

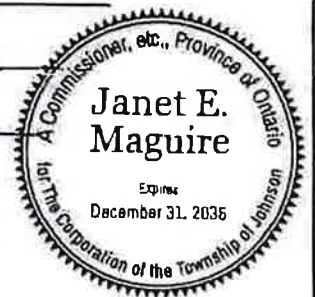
at the Township of Johnson

in the District of Algoma

this 25 day of April, 2023

Janet E. Maguire

Commissioner of Oaths



Ellwood McKinnon

Applicant

Mary Patricia McKinnon

Applicant

## 9. Other Information

9.1

Is there any other information that you think may be useful to the Ministry or other agencies in reviewing this application? If so, explain below or attach on a separate page.

9.2

If the subject property is agricultural or close to an agricultural property, the following Supplement forms may be required:

- 1) Supplement #1 - Agricultural Land Descriptions
- 2) Supplement #2 - Data Sheet for Minimum Distance Separation under the Agricultural Code of Practice

## 10. Affidavit or Sworn Declaration

10.1

Affidavit or Sworn Declaration for the Prescribed and Requested Information

I, \_\_\_\_\_ of the \_\_\_\_\_

in the \_\_\_\_\_ make oath and say (or solemnly declare) that the

information contained in this application is true and that the information contained in the documents that accompany this application are true.

Sworn (or declared) before me

at the \_\_\_\_\_

in the \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

## 11. Authorizations

11.1

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form and/or the authorization set out below must be completed.

### Authorization of Owner for Agent to Make the Application

I, \_\_\_\_\_, am the owner of the land that is the subject of this application for Consent and I authorize \_\_\_\_\_ to make this application on my behalf.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Owner (s)

Sworn (or declared) before me

At the \_\_\_\_\_, in the \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner

11.2

### Authorization of Owner for Agent to Provide Personal Information

I, \_\_\_\_\_, am the owner of the land that is the subject of this application for Consent and for the purpose of the Freedom of Information and Protection of Privacy Act,

I authorize \_\_\_\_\_, as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of this application.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Owner (s)

Sworn (or declared) before me

At the \_\_\_\_\_, in the \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner

## 12. Consent of the Owner

12.1

✓ I, Edward McKinnon  
Tracy Patricia McKinnon am the owner of the land that is the subject of this

Consent application and for the purpose of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by, or the disclosure to, any person or public body of any personal information that is collected under the authority of the Planning Act for the purpose of processing this application.

April 25 2023  
(Date)

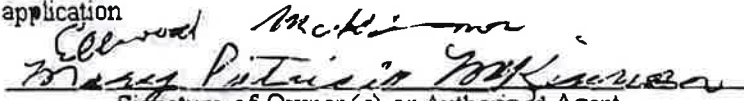
Edward McKinnon  
Tracy Patricia McKinnon  
Signature of Owner (s)

### 13. Permissions

13.1

#### Permission to enter on to the subject land(s)

I/We hereby authorize the members and staff of the Desbarats to Echo Bay Planning Board to enter upon the subject land (s) and premise (s) for the limited purpose of evaluating the merits of this application

  
Signature of Owner (s) or Authorized Agent

The subject property must have the appropriate municipal address, or other adequate identification conspicuously posted on the subject land (s). Failure to comply may result in a deferral of the application.

#### Submission of the Application

- One application form is required for each parcel to be severed.
- The requested copies will be used to consult with other ministries or agencies that may have an interest in the application.
- All measurements are to be in Metric units.

##### Step #1:

Review the application with your municipal office in order to apprise them this application will be coming to them and also to ascertain whether or not there may be municipal concerns regarding the application that your or the Planning Board may not be aware of which may affect the completeness and/or acceptance of the application.

##### Step #2:

Deliver the completed application to the Planning Board office along with the required fee made payable to the Desbarats to Echo Bay Planning Board.

##### Step #3:

- The Planning Board Secretary will review your application.
- You will be notified when the application is considered complete. Any legislated time lines will commence only after the application is deemed complete and accepted by the Planning Board.
- Once the application has been accepted as complete you will be asked to supply 12 copies of the approved application along with 12 copies of the approved sketch. You may make the necessary copies yourself or the Planning Board can make them for you for a fee.
- You will be responsible for delivering one copy of the completed application to the Algoma Health Unit and they may require a fee for this service.

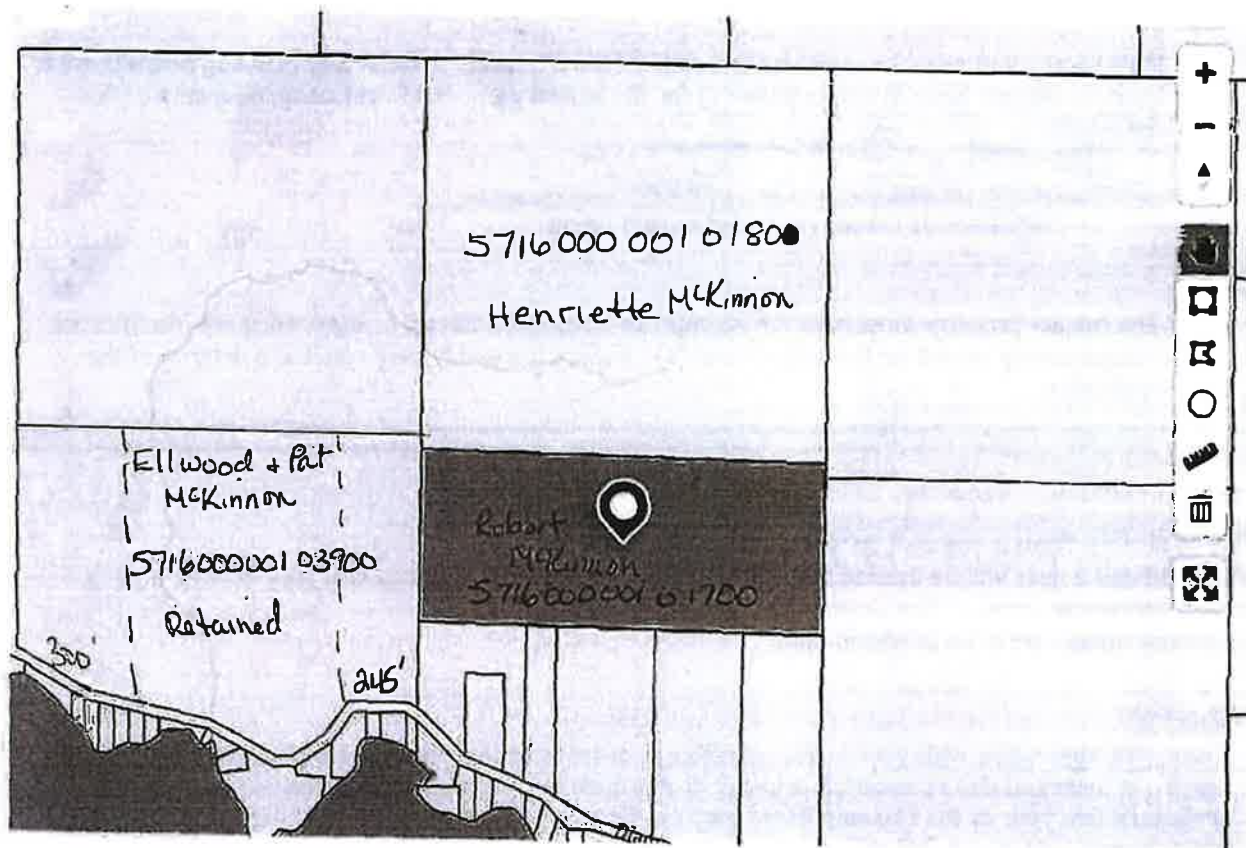
#### PLEASE NOTE

An application accepted as complete may still be amended, rejected, or deferred as the application goes through the process of review and as new or opposing information becomes available.

All documents should be forwarded to the attention of:

Secretary - Treasurer  
Desbarats to Echo Bay Planning Board  
c/o Tarbutt Township Offices  
27 Barr Road South, RR#1  
Desbarats, Ontario  
P0R 1E0





Ellwood + Mary Patricia McKinnon

5716 000 001 0390

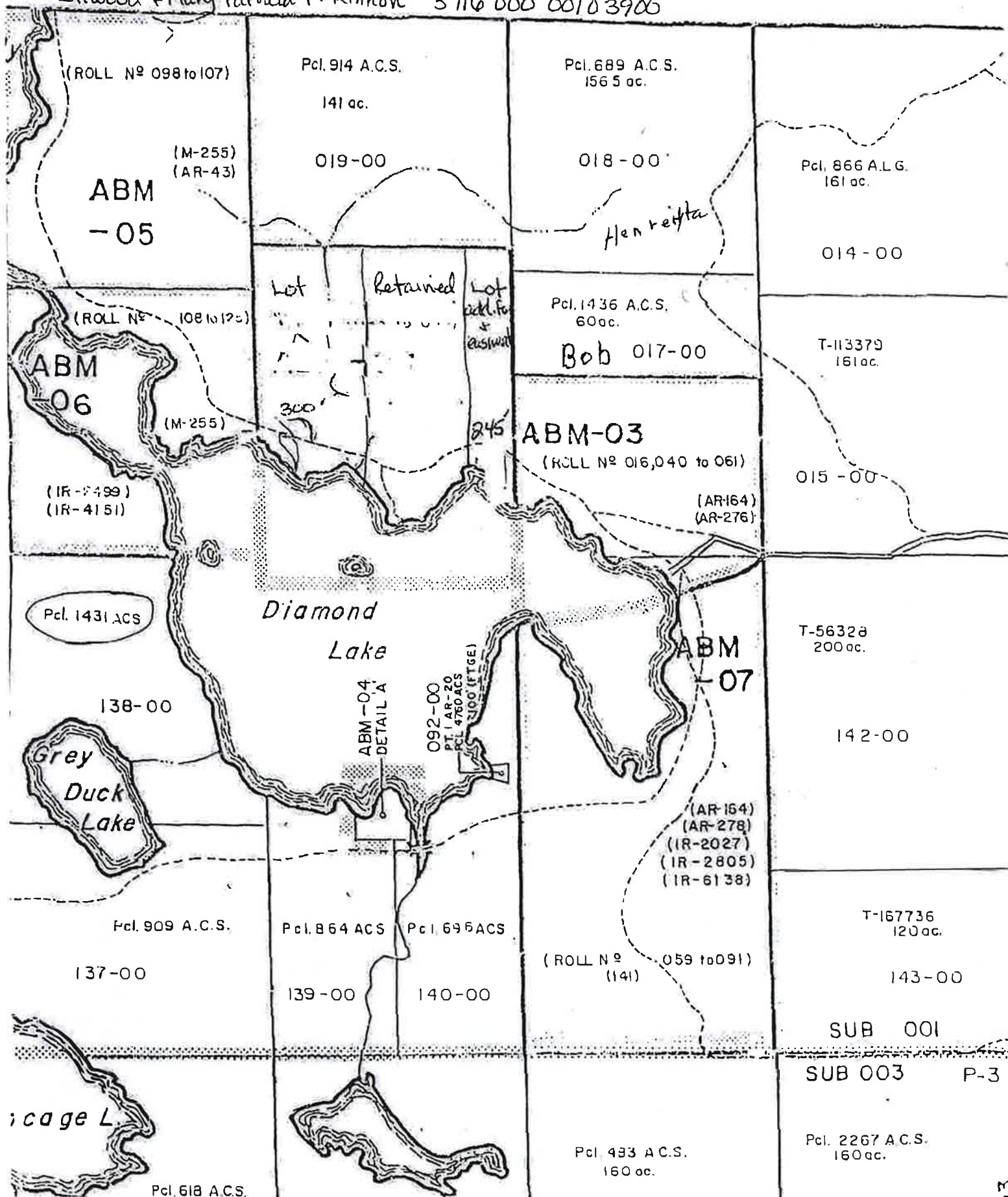
9.

8.

7.

6.

Ellwood + Mary Patricia McKinnon 5716 000 00103900







DESBARATS TO ECHO BAY PLANNING BOARD KEY MAP  
Proposed Consent Applications: J2023-06 McKinnon  
(Creation of One Lot, One Lot Addition, One Easement)  
Subject Land - CON 6, LOT 8 SPT PCL 772 ACS, Township of Johnson



Maps are provided as a courtesy only and the Desbarats to Echo Bay Planning Board makes no guarantees as to the accuracy of this information. This map is not intended to be used for conveyance, authoritative definition of the legal boundary, or property title. This is not a survey product.



**DESBARATS TO ECHO BAY PLANNING BOARD**

***Consent Questionnaire***

File # J2023-06 McKinnon	Owner: Mary and Ellwood McKinnon
Location: Lot 8, Con 6, 8 SPT PCL 772 ACS, Diamond Lake Road	Municipality: Johnson Township

**1. Planning Control**

- a) Do you have an Official Plan? ☒ yes ☐ no
- b) Is this proposal in conformity with it? ☒ yes ☐ no
- c) What is the Official Plan designation? RP Locally Significant Wetland
- d) What are the permitted uses? Bush Lot

2. a) Do you have a Zoning By-Law? ☒ yes ☐ no
- b) Is this proposal in conformity with it? ☒ yes ☐ no
- c) What is the Zoning designation? Rural Open Space Wetland
- d) What are the standards of this Zone?

Permitted uses Forestry Use (Bush Lot)

Frontage required for Consent No Min

Minimum Lot size No Min

3. a) Is there a Minister's Zoning order covering this area? ☐ yes ☒ no
- b) Is this proposal in conformity with it? ☐ yes ☒ no
- c) What is the Zone designation? ☐ yes ☒ no
- d) What are the standards of this Zone?

Permitted uses \_\_\_\_\_

Frontage required for Consent \_\_\_\_\_

Minimum Lot size \_\_\_\_\_

4. If you have no Official Plan or Zoning By-Law is the Municipality undertaking any studies or have any expected implementation dates which could affect this application?
- ☐ yes ☒ no Explain \_\_\_\_\_

For Creation of One Lot

**10. Recommendation**

Does Council wish to recommend that up to 5% of the land (2% for commercial and industrial purposes) be set aside for park or other public recreation purposes under the Planning Act? ☐ yes ☒ no

Or alternately does Council wish to seek authorization to accept cash in lieu to the value of 5% (2% for commercial or industrial purposes) of the severed portion of land as allowed under the Planning Act? ☐ yes ☒ no

**11.** Having regard to the matters noted, does Council recommend consent be given?

☒ yes ☐ no Why \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12.** Should consent be granted, what conditions or redesign of the proposal, if any would Council wish to see? If a redesign is proposed, please provide a detailed explanation and sketch showing the changes! \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Additional Comments** Council would like to see Road Supers  
go out + make sure lands that have road access  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature *Just Magni*  
Municipal Clerk

Date completed *June 21 2023*

Signature \_\_\_\_\_ Date received \_\_\_\_\_  
Planning Board Secretary

## Easement and Lot Addition

### DESBARATS TO ECHO BAY PLANNING BOARD Consent Questionnaire

File # J2023-06 McKinnon	Owner: Mary and Ellwood McKinnon
Location: Lot 8, Con 6, 8 SPT PCL 772 ACS, Diamond Lake Road	Municipality: Johnson Township

#### 1. Planning Control

- a) Do you have an Official Plan? ☒ yes ☐ no
- b) Is this proposal in conformity with it? ☒ yes ☐ no
- c) What is the Official Plan designation? RP, Locally Significant Wetland
- d) What are the permitted uses? Bush lot

2. a) Do you have a Zoning By-Law? ☒ yes ☐ no
- b) Is this proposal in conformity with it? ☒ yes ☐ no
- c) What is the Zoning designation? R. Open Space Wetland
- d) What are the standards of this Zone?

Permitted uses Bush lot, Forestry Use

Frontage required for Consent No min.

Minimum Lot size No min.

3. a) Is there a Minister's Zoning order covering this area? ☐ yes ☒ no
- b) Is this proposal in conformity with it? ☒ yes ☒ no
- c) What is the Zone designation? ☒ yes ☒ no
- d) What are the standards of this Zone?

Permitted uses Forestry Use

Frontage required for Consent No min.

Minimum Lot size No min.

4. If you have no Official Plan or Zoning By-Law is the Municipality undertaking any studies or have any expected implementation dates which could affect this application?

☐ yes ☒ no Explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Easement and Lot Addition

5. Is this property eligible for a severance? ☒ yes ☐ no

Why? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### 6. Servicing

Which of these public services will be available to this proposal?

- |  |  |
|--|--|
| <input type="checkbox"/> Municipal Water         | <input type="checkbox"/> Sanitary Services           |
| <input checked="" type="checkbox"/> Electricity  | <input checked="" type="checkbox"/> Road Maintenance |
| <input checked="" type="checkbox"/> Snow Plowing | <input checked="" type="checkbox"/> School Bus       |
| <input type="checkbox"/> Garbage Pick up         |  |

7. Does council foresee any new demands for municipal services as a result of this application? ☐ yes ☒ no (If yes please specify) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. a) Will the retained and severed lots have direct frontage on a publicly owned road which is opened and maintained by the following?

Road	Severed	Retained
Province	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Municipality	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Local Roads Board	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- b) If there is not frontage on an open publicly owned and maintained road, what is the nearest public road? Diamond Lake Rd.  
 \_\_\_\_\_  
 \_\_\_\_\_

9. What is the surrounding land presently used for?

To the North Bush Lot  
 To the South Seasonal Residential  
 To the East Bush Lot  
 To the West Bush Lot (Pond)

## Easement and Lot Addition

### 10. Recommendation

Does Council wish to recommend that up to 5% of the land (2% for commercial and industrial purposes) be set aside for park or other public recreation purposes under the Planning Act? ☒ yes ☒ no

Or alternately does Council wish to seek authorization to accept cash in lieu to the value of 5% (2% for commercial or industrial purposes) of the severed portion of land as allowed under the Planning Act? ☐ yes ☒ no

11. Having regard to the matters noted, does Council recommend consent be given?

☒ yes

☐ no Why

12. Should consent be granted, what conditions or redesign of the proposal, if any would Council wish to see? If a redesign is proposed, please provide a detailed explanation and sketch showing the changes!

13. Additional Comments We think that everytime a severance  
Lot addition, or Easement is done the Road superis should  
go out + inspect to see if it actually has frantage  
to a public road.

Signature

Just Magnum  
Municipal Clerk

Date completed

June 21 2023

Signature

Date received

Planning Board Secretary

# Review of proposed policies adapted from A Place to Grow and Provincial Policy Statement to form a new provincial planning policy instrument.

ERO (Environmental Registry of Ontario) number	019-6813
Notice type	Policy
Act	Places to Grow Act, 2005
Posted by	Ministry of Municipal Affairs and Housing
Notice stage	Proposal Updated
Proposal posted	April 6, 2023
Comment period	April 6, 2023 - August 4, 2023 (120 days) Open
Last updated	June 16, 2023

This proposal was originally published on April 6, 2023 with the comment period ending on June 5, 2023. On May 30, 2023 the comment period was extended to August 4, 2023. This proposal notice was updated on June 16, 2023 to provide notice that natural heritage policies are ready for review and input and have been added to the proposed Provincial Planning Statement that is available under “Supporting Materials” below. See the natural heritage policies on pages 19 and 20 (section 4.1), and related definitions.

This consultation closes at 11:59 p.m.  
on:  
**August 4, 2023**

## Proposal summary

The Ministry of Municipal Affairs and Housing (MMAH) is consulting on proposed policies for an integrated province-wide land use planning policy document. MMAH (Ministry of Municipal Affairs and Housing) is seeking input on a

## Chapter 4: Wise Use and Management of Resources

Natural heritage policies and associated definitions (pages 34 to 49) were added to this document on June 16, 2023. Definitions include:

- Adjacent lands b)
- Areas of natural and scientific interest
- Coastal wetland
- Development c)
- Ecological function
- Endangered species
- Fish
- Fish habitat
- Habitat of endangered species and threatened species
- Natural heritage features and areas
- Natural heritage system
- Negative impacts b), c)
- Provincial and federal requirements
- Significant a), b), c)
- Site alteration
- Threatened species
- Valleylands
- Wetlands
- Wildlife habitat
- Woodlands

### 4.1 Natural Heritage

1. Natural features and areas shall be protected for the long term.
2. The diversity and connectivity of natural features in an area, and the long-term *ecological function* and biodiversity of *natural heritage systems*, should be maintained, restored or, where possible, improved, recognizing linkages between and among *natural heritage features and areas*, *surface water features* and *ground water features*.
3. *Natural heritage systems* shall be identified in Ecoregions 6E & 7E<sup>1</sup>, recognizing that *natural heritage systems* will vary in size and form in *settlement areas*, *rural areas*, and *prime agricultural areas*.
4. *Development* and *site alteration* shall not be permitted in:
  - a) *significant wetlands* in Ecoregions 5E, 6E and 7E<sup>1</sup>; and
  - b) *significant coastal wetlands*.

---

<sup>1</sup> Ecoregions 5E, 6E and 7E are shown on Figure 1.



5. *Development and site alteration* shall not be permitted in:

- a) *significant wetlands* in the Canadian Shield north of Ecoregions 5E, 6E and 7E<sup>1</sup>;
- b) *significant woodlands* in Ecoregions 6E and 7E (excluding islands in Lake Huron and the St. Marys River)<sup>1</sup>;
- c) *significant valleylands* in Ecoregions 6E and 7E (excluding islands in Lake Huron and the St. Marys River)<sup>1</sup>;
- d) *significant wildlife habitat*;
- e) *significant areas of natural and scientific interest*; and
- f) *coastal wetlands* in Ecoregions 5E, 6E and 7E<sup>1</sup> that are not subject to policy 4.1.4(b)

unless it has been demonstrated that there will be no *negative impacts* on the natural features or their *ecological functions*.

- 6. *Development and site alteration* shall not be permitted in *fish habitat* except in accordance with *provincial and federal requirements*.
- 7. *Development and site alteration* shall not be permitted in *habitat of endangered species and threatened species*, except in accordance with *provincial and federal requirements*.
- 8. *Development and site alteration* shall not be permitted on *adjacent lands* to the *natural heritage features and areas* identified in policies 4.1.4, 4.1.5, and 4.1.6 unless the *ecological function* of the *adjacent lands* has been evaluated and it has been demonstrated that there will be no *negative impacts* on the natural features or on their *ecological functions*.
- 9. Nothing in policy 4.1 is intended to limit the ability of *agricultural uses* to continue.

## 4.2 Water

- 1. Planning authorities shall protect, improve or restore the *quality and quantity of water* by:
  - a) using the *watershed* as the ecologically meaningful scale for integrated and long-term planning, which can be a foundation for considering cumulative impacts of development;
  - b) minimizing potential *negative impacts*, including cross-jurisdictional and cross-*watershed* impacts;
  - c) identifying *water resource systems*;
  - d) maintaining linkages and functions of *water resource systems*;
  - e) implementing necessary restrictions on *development and site alteration* to:
    - 1. protect drinking water supplies and *designated vulnerable areas*; and
    - 2. protect, improve or restore *vulnerable* surface and ground water, and their *hydrologic functions*;
  - f) planning for efficient and sustainable use of water resources, through practices for water conservation and sustaining water quality; and
  - g) ensuring consideration of environmental lake capacity, where applicable.