

REVISED AGENDA

REGULAR MEETING OF COUNCIL



Friday, September 17th, 2021

9:15 a.m.

Via Zoom Meeting

9 James Street, Parry Sound, Ontario

To ensure the practice of proper social distancing measures, and to help prevent the spread of COVID-19 in the community, Council Meetings will be held electronically in accordance with section 238 of the Municipal Act, 2001. All Meetings will be recorded, and posted on the Township website for members of the public to view.



(Add-on)

1. CALL TO ORDER

- i) National Anthem
- ii) Approval of Agenda
- iii) Traditional Land Acknowledgement Statement
- iv) Announcement of Public Meetings

❖ The Committee of Adjustment will meet at 11:00 a.m. to consider one application - **DEFERRED**

❖ Council will Interview Candidates – Ward 6 Councillor Vacancy at 10:00 a.m.

2. DISCLOSURE OF PECUNIARY INTEREST

3. MINUTES OF THE PREVIOUS MEETING

- i) Regular Meeting Of Council

Pages: 1-8

21- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Regular Meeting of Council held on August 20, 2021, be approved.

ii) **Committee of the Whole Meeting**

Pages: 9-15

- 21- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Committee of the Whole Meeting held on August 19, 2021, be approved.

iii) **Closed Committee Meeting Minutes – June 17, 2021**

- 21- **NOW THEREFORE BE IT RESOLVED** that the Closed Committee Meeting Minutes held on June 17, 2021, be approved.

iv) **Special Meeting of Council Minutes – May 27, 2021**

Pages: 16-19

- 21- **NOW THEREFORE BE IT RESOLVED** that the Special Meeting of Council Minutes held on May 27, 2021, be approved.



v) **Closed Council Meeting Minutes – June 18, 2021**

- 21- **NOW THEREFORE BE IT RESOLVED** that the Closed Council Meeting Minutes held on June 18, 2021, be approved.



vi) **Closed Committee Meeting Minutes – July 15, 2021**

- 21- **NOW THEREFORE BE IT RESOLVED** that the Closed Committee Meeting Minutes held on July 15, 2021, be approved.



vii) **Closed Committee Meeting Minutes – August 19, 2021**

- 21- **NOW THEREFORE BE IT RESOLVED** that the Closed Committee Meeting Minutes held on August 19, 2021, be approved.



viii) **Closed Council Meeting Minutes – August 20, 2021**

- 21- **NOW THEREFORE BE IT RESOLVED** that the Closed Council Meeting Minutes held on August 20, 2021, be approved.



ix) **Special Meeting of Council Minutes – September 9, 2021**

Pages: 69-71

- 21- **NOW THEREFORE BE IT RESOLVED** that the Special Meeting of Council Minutes held on September 9, 2021, be approved.



x) Special Closed Council Meeting Minutes – September 9, 2021

- 21- **NOW THEREFORE BE IT RESOLVED** that the Special Closed Council Meeting Minutes held on September 9, 2021, be approved.

4. DEPUTATIONS

5. CLOSED MEETING

- 21- **NOW THEREFORE BE IT RESOLVED** that Council move into a CLOSED MEETING at _____ a.m./p.m., pursuant to Section 239(2) (b) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, to deal with personal matters about an identifiable individual, including municipal or local board members; and the security of the property of the municipality of local board.

i) Council Vacancy – Candidates

OPEN MEETING

- 21- **NOW THEREFORE BE IT RESOLVED** that Council move out of a CLOSED MEETING at _____ a.m./p.m.

6. UNFINISHED PLANNING BUSINESS

7. OFFICIAL PLAN/ZONING AMENDMENTS

8. CONSENT APPLICATIONS

9. SITE PLAN CONTROL

10. SHORE/CONCESSION ROAD ALLOWANCES

11. CAO REPORT ON COUNCIL DIRECTIONS

Pages: 20-21

- 21- **NOW THEREFORE BE IT RESOLVED** that Council receives the September 2021 CAO Report on Council Directions, as distributed.

12. REPORT OF TASK FORCES/COMMITTEES



• **FINANCE AND ADMINISTRATION**

i) Committee of the Whole (Public Works Chair & Vice Chair)

- 21- **NOW THEREFORE BE IT RESOLVED** that Council approves the following Committee of the Whole Public Works Chair and Vice Chair appointments for the remainder of the 2018 – 2022 Term of Council;

Public Works: Chair Scott Sheard, Vice Chair Rick Zanussi

ii) Ontario Provincial Police. Parry Sound Community Policing Advisory Committee

- 21- **NOW THEREFORE BE IT RESOLVED** that Council for the Township of The Archipelago hereby appoints Councillor Scott Sheard and Councillor David Ashley as an alternate, to represent the Township of The Archipelago on the Parry Sound Community Policing Advisory Committee for the remainder of the 2018-2022 Term of Council.

iii) West Parry Sound District Museum Board

- 21- **NOW THEREFORE BE IT RESOLVED** that Council for the Township of The Archipelago hereby appoints Reeve Bert Liverance and Councillor Earl Manners as an alternate, to represent the Township of The Archipelago on the West Parry Sound District Museum Board for the remainder of the 2018-2022 Term of Council.



• **PLANNING AND BUILDING**

i) Shore Road Allowance and Conveyance Administrative Policy

- 21- **WHEREAS** the Township of The Archipelago's Shore Road Allowance and Conveyance Administrative Policy, set by Council, requires all applicants to obtain approval from adjacent property owners, including the Ministry of Natural Resources (the Crown), with respect to the application and the proposed lot line extensions, as detailed in the application form;

AND WHEREAS the Ministry of Natural Resources (the Crown) is currently unable to provide the required approvals at this time;

NOW THEREFORE BE IT RESOLVED that Council approves, for the next six months, allowing those Shore Road Allowance and Conveyance Applications with straight line extensions that require the Ministry of Natural Resource's approval to proceed without the said approval.

13. CORRESPONDENCE

i) Council Correspondence

Pages: 22-24

- 21- NOW THEREFORE BE IT RESOLVED** that Council receives the September 2021 Council Correspondence listing.

14. OTHER BUSINESS

i) Interview of Candidates – Ward 6 Council Vacancy 10:00 a.m.

- Terence Forth
- James Gilchrist
- Dan MacLeod
- Lawrence Philp
- Michael Ugarenko

Pages: 25-39



Pages: 72-79

ii) Township of Huron-Kinloss – PSA Test for Men into the Medical Care

Pages: 40-45

- 21- WHEREAS** Council has received a request for support of a resolution enacted by the Township of Huron – Kinloss and the Town of Cochrane with regards to PSA Tests for men;

NOW THEREFORE BE IT RESOLVED that Council of the Township of The Archipelago does hereby endorse the resolutions enacted by the Township of Huron-Kinloss and the Town of Cochrane that request that the Federal and Provincial Governments move to have the prostate blood test (PSA test) be included in the national health care system for men; and that it be made available for all Canadian men at no charge

FURTHER BE IT RESOLVED that a copy of this resolution be forwarded to the Right Honourable Justin Trudeau, Prime Minister of Canada; Honourable Doug Ford, Premier of Ontario; Honourable Patty Hajdu, Minister of Health Canada; Honourable Christine Elliott, Minister of Health Ontario; Norm Miller, MPP; North Bay Parry Sound District Health Unit; and member municipalities within the said Health Unit.

iii) 2022 Schedule of Meetings



Pages: 80

- 21- **NOW THEREFORE BE IT RESOLVED** that Council approves the 2022 Council Meetings schedule.

15. **BY-LAWS**

i) **Appointment of Ward 6 Councillor**

Pages: 46

- 21- Being a By-law to appoint _____ to fill the vacancy in the Office of Ward 6 Councillor for the Township of The Archipelago.

ii) **Appointment of Councillor to Committee of Adjustment**

Page: 47

- 21- Being a By-law to appoint _____ to fill the vacancy that occurred on the Committee of Adjustment.

iii) **Appointment of Councillor to The Archipelago Area Planning Board**

Page: 48

- 21- Being a By-law to appoint _____ to fill the vacancy that occurred on The Archipelago Area Planning Board.

iv) **Ministry of Natural Resources and Forestry – Authorize Public Participation Agreement (WPSGN Imagery)**

Pages: 49-68

➤ **Pages: 81**

- 21- Being a By-law to authorize the execution of a Participation Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Natural Resources and Forestry and the Corporation of the Township of The Archipelago.

16. **QUESTION TIME**

17. **NOTICES OF MOTION**

18. **CONFIRMING BY-LAW**

- 21- Being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on September 17th, 2021.

19. **ADJOURNMENT**

Corporation of the Township of The Archipelago



**MINUTES
MEETING OF COUNCIL**

**August 20, 2021
9 James Street, Parry Sound, Ontario
Via Zoom Meeting**

Council Members Present: Reeve: Bert Liverance
Councillors: Laurie Emery Ward 1
Greg Andrews Ward 1
Peter Frost Ward 2
Earl Manners Ward 3
Scott Sheard Ward 3
David Ashley Ward 4
Alice Barton Ward 4
Rick Zanussi Ward 4
Ian Mead Ward 5
Vacant Seat Ward 6

Staff Present: John Fior, Chief Administrative Officer
Maryann Weaver, Clerk
Cale Henderson, Manager of Development & Environmental Services
Greg Mariotti, Manager of Operational Services
Erin Robinson, Chief Financial Officer/Treasurer

1. CALL TO ORDER

The meeting was called to order at 9:17 a.m., and commenced with the signing of the National Anthem, Roll Call, and the Traditional Land Acknowledge Statement.

2. DISCLOSURE OF PECUNIARY INTEREST

Councillor Greg Andrews informed Council that based on legal advice from the Solicitor General, he would not be declaring a pecuniary interest regarding his indemnification request.

Councillor Earl Manners informed council that he would not be participating in the Vincent Payne Marine Ltd. Amended Site Plan Development Agreement vote, as he is a customer of Payne Marine.

3. MINUTES OF THE PREVIOUS MEETING

Regular Meeting of Council – July 16, 2021

21-124

**Moved by Councillor Ashley
Seconded by Councillor Mead**

NOW THEREFORE BE IT RESOLVED that the Minutes of the Regular Meeting of Council held on July 16, 2021, be approved.

Carried.

Committee of the Whole Meeting – July 15, 2021

21-125

**Moved by Councillor Andrews
Seconded by Councillor Frost**

NOW THEREFORE BE IT RESOLVED that the Minutes of the Committee of the Whole Meeting held on July 15, 2021, be approved.

Carried.

Committee of the Whole Meeting – June 17, 2021

21-126

**Moved by Councillor Zanussi
Seconded by Councillor Barton**

NOW THEREFORE BE IT RESOLVED that the Minutes of the Committee of the Whole Meeting held on June 17, 2021, be approved.

Carried.

Committee of the Whole Meeting – May 20, 2021

21-127

**Moved by Councillor Manners
Seconded by Councillor Mead**

NOW THEREFORE BE IT RESOLVED that the Minutes of the Committee of the Whole Meeting held on May 20, 2021, be approved.

Carried.

4. CLOSED MEETING

21-128

**Moved by Councillor Sheard
Seconded by Councillor Emery**

NOW THEREFORE BE IT RESOLVED that Council move into a CLOSED MEETING at 9:22 a.m., pursuant to Section 239(2)(e)(f) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, to deal with advice that is subject to solicitor-client privilege, including communications necessary for that purpose and litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Canadian Pacific Railway North Shore Closing

Carried.

OPEN MEETING

21-129

**Moved by Councillor Barton
Seconded by Councillor Ashley**

NOW THEREFORE BE IT RESOLVED that Council move out of a CLOSED MEETING at 9:27 a.m.

Carried.

5. CAO REPORT ON COUNCIL DIRECTIONS

21-130

**Moved by Councillor Manners
Seconded by Councillor Zanussi**

NOW THEREFORE BE IT RESOLVED that Council receives the August 2021 CAO Report on Council Directions, as distributed.

Carried.

6. REPORT OF TASK FORCES/COMMITTEES

• FINANCE AND ADMINISTRATION

2020 Consolidated Financial Statements

21-131

**Moved by Councillor Frost
Seconded by Councillor Andrews**

NOW THEREFORE BE IT RESOLVED that Council accepts the 2020 Consolidated Financial Statements prepared by BDO Canada LLP for the year ended December 31, 2020.

Carried.

Council Vacancy – Ward 6

21-132

**Moved by Councillor Barton
Seconded by Councillor Manners**

NOW THEREFORE BE IT RESOLVED Council of the Township of The Archipelago, in accordance with Section 262 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, hereby declares the Ward 6 Councillor seat to be vacant effective immediately; and

FURTHER BE IT RESOLVED that such vacancy be filled through the appointment process by Appointment by Call for Applications; and

FURTHER BE IT RESOLVED that Council approve the Council Vacancy Appointment Procedures, as attached to fill the vacant seat in Ward 6.

Carried

In-Person Council Meetings

21-133

**Moved by Councillor Zanussi
Seconded by Councillor Emery**

NOW THEREFORE BE IT RESOLVED that Council continue to hold Council meetings virtually at this time; and

FURTHER BE IT RESOLVED that Staff continue to monitor public health guidelines, recommendations and best practices to determine when it will be appropriate to once again commence 'in-person' Council meetings.

Carried.

Asset Management Software

21-134

**Moved by Councillor Andrews
Seconded by Councillor Frost**

NOW THEREFORE BE IT RESOLVED that Council approve the purchasing of asset management software provided by PSD Citywide Inc. at a licensing purchase price of \$11,500, implementation costs of \$17,600 and annual support/maintenance costs of \$6,000 per year.

Carried.

Town of Parry Sound. North Bay Parry Sound District Health Unit. Public Health Funding for 2022

21-135

**Moved by Councillor Ashley
Seconded by Councillor Frost**

WHEREAS Council has received a request for support of a resolution enacted by The Town of Parry Sound with regards to the cost-sharing formula for the North Bay Parry Sound District Health Unit;

NOW THEREFORE BE IT RESOLVED that Council of the Township of The Archipelago endorses the resolution enacted by the Town of Parry Sound; and

FURTHER BE IT RESOLVED that a copy of this resolution be forwarded to the Minister of Health, MPP Norm Miller, North Bay Parry Sound District Health Unit, and member municipalities within the said Health Unit.

Carried.

• **PUBLIC WORKS**

Purchase of Site 9 Weigh Scale

21-136

**Moved by Councillor Mead
Seconded by Councillor Barton**

NOW THEREFORE BE IT RESOLVED that Council approved the purchase of a weigh scale plus accessories from Canadian Scale Company Ltd. at a quoted cost of \$64,150, which includes estimated crane rental costs and a desktop PC of \$2,000.

Carried.

7. CORRESPONDENCE

Council Correspondence

21-137

**Moved by Councillor Emery
Seconded by Councillor Andrews**

NOW THEREFORE BE IT RESOLVED that Council receives the August 2021 Council Correspondence listing.

Carried.

Reeve Liverance requested that The Township of Huron-Kinloss's resolutions pertaining to prostate blood test being covered by national health care and the termination of the Government of Canada's appeal of the 2019 Human Rights Tribunal Hearing be brought forward as resolutions.

Councillor Barton noted that the Township passed a resolution pertaining to the termination of the 2019 Human Rights Tribunal Hearing in July's Council Meeting. Councillor Barton requested that Council be provided more information on prostate blood test resolution and that the topic be presented at the September Council Meeting.

8. BY-LAWS

Campus of Care at West Parry Sound Health Centre Site. Return Management of 101 long-term care beds to Ministry of Long-Term Care

2021-39

**Moved by Councillor Manners
Seconded by Councillor Frost**

That By-law Number 2021-39, being a By-law to return management of 101 long-term care beds to the Ministry of Long-Term Care to be relocated into a Campus of Care at West Parry Sound Health Centre Site, be read and finally passed in Open Council this 20th day of August, 2021.

Carried.

Vincent Payne Marine Ltd. – Authorize Amended Site Plan Development Agreement

2021-40

**Moved by Councillor Mead
Seconded by Councillor Zanussi**

That By-law Number 2021-40, being a By-law to authorize the execution of an amended site plan development agreement between Vincent Payne Marine Ltd., and the Corporation of the Township of The Archipelago, be read and finally passed in Open Council this 20th day of August, 2021.

Carried.

**Deeming By-law
Barrett, 190 Healey Lake Water**
Lot 17 on Plan M-198

2021-41

**Moved by Councillor Manners
Seconded by Councillor Zanussi**

That By-law Number 2021-41, being a By-law to deem Lot 17 of Plan M-198, in the geographic Township of The Archipelago not to be a part of a registered plan of subdivision (Barrett, 190 Healey Lake Water), , be read and finally passed in Open Council this 20th day of August, 2021.

Carried.

Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake

2021-42

**Moved by Councillor Ashley
Seconded by Councillor Mead**

That By-law Number 2021-42, being a By-law to authorize the execution of a Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake, be read and finally passed in Open Council this 20th day of August, 2021.

Carried.

9. QUESTION TIME

Councillor Ashley requested that staff produce a report summarizing government broadband funding initiatives and the current connectivity landscape in the area. Councillor Ashley asked that the report be available to share with ratepayer associations. John Fior informed Council that a Connectivity Committee Meeting will be held prior to the September Council meeting to discuss these topics.

Councillor Manners reported that he recently attended a meeting in Pointe au Baril regarding boat speed and wake. Councillor Manners requested that staff arrange a meeting with OPP to discuss vessel operation restriction regulations (VORRs), specifically in the Brignall Banks Narrows area. John Fior noted that he will arrange a meeting or a future deposition with the OPP Marine Unit regarding speed enforcement and education.

10. PUBLIC MEETING

Proposed Zoning By-law Amendment No. Z07-21
Hurley, Dan and Vanderbrug, Karen

At 10:00 a.m., Council held a Public Meeting to consider proposed Zoning By-law Amendment Number Z07-21, Hurley, Dan and Vanderbrug, Karen.

Reeve Liverance called the meeting to order. Cale Henderson, Manager of Development & Environmental Services, summarized the application.

Applicant, Dan Hurley, had no additional comments to provide.

Reeve Liverance declared this portion of the public meeting closed at 10:05 a.m.

11. BY-LAWS CONT'D

Hurley, Dan and Vanderbrug, Karen
Authorize the execution of a development agreement

Part Lot 51, Concession 4, being Parts 1 and 2 on Plan 42R-20648, designated as Parcel 16855 PSNS in the geographic Township of Harrison.

2021-43

Moved by Councillor Andrews
Seconded by Councillor Ashley

That By-law Number 2021-43, being a By-law to authorize the execution of a development agreement between Dan Hurley/Karen Vanderbrug and the Corporation of the Township of The Archipelago, be read and finally passed in Open Council this 20th day of August, 2021.

Carried.

Hurley/Vanderbrug – Zoning By-law Amendment No. Z07-21

A2101-21

Moved by Councillor Emery
Seconded by Councillor Ashley

That By-Law Number A2101-21, being a By-law to amend By-law No. A2000-07 (the Comprehensive Zoning By-law) for Part Lot 51, Concession 4, being Parts 1 and 2 on Plan 42R-20648, designated as Parcel 16855 PSNS, in the geographic Township of Harrison, be read and finally passed in Open Council this 20th day of August, 2021.

Carried.

12. QUESTION TIME CONT'D

Councillor Emery inquired if Pointe au Baril Community Center will be used for the Federal Election. Maryann Weaver reported that the Community Centre will be utilized for the upcoming election, and that the Township approved the event in an effort to minimize the need for residents to travel to Parry Sound vote.

Councillor Zanussi expressed concerns regarding severe speed restrictions in the Pointe au Baril narrows, as it would impact contractors commuting to jobs in the outer islands. Councillor Zanussi also noted that further speed restrictions in the main channel could result in speed increases in less busy channels.

Councillor Zanussi informed Council that he received a complaint from a resident regarding a boat dumping head waste onto crown land. The resident inquired if the Township could put up signs advising against waste dumping. John Fior reminded Council that the Township does not have jurisdiction on crown land. Mr. Fior asked Councillor Zanussi to share the complaint details with intent for staff to look into the matter.

Council recessed for a meeting of the Committee of Adjustment at 11:04 a.m. and resumed business at 11:36 a.m.

Council recessed for lunch at 11:37 a.m. and resumed business at 1:00 p.m.

13. CLOSED MEETING

21-138

**Moved by Councillor Sheard
Seconded by Councillor Emery**

NOW THEREFORE BE IT RESOLVED that Council move into a CLOSED MEETING at 1:01 p.m., pursuant to Section 239(2)(e)(f) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, to deal with advice that is subject to solicitor-client privilege, including communications necessary for that purpose and litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Councillor Andrews – Indemnification Request

Carried.

OPEN MEETING

21-139

**Moved by Councillor Barton
Seconded by Councillor Ashley**

NOW THEREFORE BE IT RESOLVED that Council move out of a CLOSED MEETING at 1:44 p.m.

Carried.

14. OTHER BUSINESS CONT'D

Councillor Andrews – Indemnification Request

Reeve Liverance requested a recorded vote.

21-140

**Moved by Councillor Sheard
Seconded by Councillor Barton**

WHEREAS an application has been made by Councillor Andrews for payment for his legal costs;

AND WHEREAS By-law No. 2016-18 was approved by Council on May 20, 2016 to provide indemnification for Members of Council, Local Boards, committees, employees or former employees with respect to certain actions or proceedings arising from their duties;

AND WHEREAS Council has determined that Councillor Andrews' legal expenses comply with the Indemnification By-law;

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago hereby agrees to indemnify Councillor Andrews and direct staff to pay all legal costs in the amount of \$38,345.37.

Yea

Councillor Barton
Councillor Andrews
Councillor Emery
Reeve Liverance

Nay

Councillor Frost
Councillor Manners
Councillor Sheard
Councillor Ashley
Councillor Zanussi
Councillor Mead

Defeated.

Councillor Andrews thanked Council, Mr. McDonald, and Maryann Weaver for their time and efforts relating to his indemnification request. Councillor Andrews noted that based on Council's decision, he will be commencing legal action against The Township of The Archipelago regarding the matter.

Council recessed for lunch at 10:59 a.m. and resumed business at 2:05 p.m.

15. DEPUTATIONS

Rian Allen, Planning Consultant. Zoning By-law Review
Draft modifications for discussion purposes

Council discussed modifications #25 to #28 and provided Mr. Allen with feedback on the by-law revisions.

16. CONFIRMING BY-LAW

2021-44

Moved by Councillor Emery
Seconded by Councillor Barton

That By-law Number 2021-44, being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on August 20th, 2021, be read and finally passed in Open Council this 20th day of August, 2021.

Carried.

17. ADJOURNMENT

21-141

Moved by Councillor Frost
Seconded by Councillor Andrews

NOW THEREFORE BE IT RESOLVED that the Regular Meeting of Council held on August 20, 2021 be adjourned at 3:07 p.m.

Carried.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk



MINUTES
COMMITTEE OF THE WHOLE
August 19, 2021
Via Zoom Meeting
9 James Street, Parry Sound, Ontario

Council Members Present: Reeve:	Bert Liverance	
Councillors:	Laurie Emery	Ward 1
	Greg Andrews	Ward 1
	Peter Frost	Ward 2
	Earl Manners	Ward 3
	Scott Sheard	Ward 3
	David Ashley	Ward 4
	Alice Barton	Ward 4
	Rick Zanussi	Ward 4
	Ian Mead	Ward 5
	Vacant Seat	Ward 6

Staff Present: John Fior, Chief Administrative Officer
Maryann Weaver, Clerk
Joe Villeneuve, Manager of Corporate Services
Cale Henderson, Manager of Development & Environmental Services
Wendy Hawes, Manager of Finance & Accounting/ Deputy Treasurer
Erin Robinson, Chief Financial Officer/ Treasurer
Greg Mariotti, Manager of Operational Services

1. FINANCE AND ADMINISTRATION

Giselle Bodkin, BDO Canada LLP. Presentation of 2020 Financial Statements

Wendy Hawes introduced Giselle Bodkin to Council and provided a summary of the 2020 audit process.

Ms. Bodkin presented the Township's 2020 financial documents and reported that the statements presented fairly, and that the organization is currently very financially healthy.

Staff was directed to bring a resolution forward to the August Council Meeting.

West Parry Sound Economic Development Collaborative – Update

John Fior provided Council with an update on the West Parry Sound Economic Development Collaborative. Mr. Fior reported that James Cox's will now be providing weekly reports on Collaborative projects.

Councillor Ashley requested that the weekly updates be provided to Council through Council Correspondence.

Councillor Ashley inquired whether the Township could utilize Mr. Cox's services to assist with connectivity initiatives. Mr. Fior reported that Mr. Cox's has limited capacity and that the Collaborative is looking into options that could provide Mr. Cox with administration support in the future.

North Bay Parry Sound District Health Unit. Public Health Funding for 2022

John Fior provided information to Council pertaining to the Ministry of Health's recent changes to the local health funding model, which included an increase in Municipal financial contributions from 25% to 30%. Mr. Fior informed Council that the Town of Parry Sound supported the North Bay Parry Sound District Health Unit's letter to the Ministry expressing concerns regarding the funding model changes. Council discussed the topic and expressed support for the letter and resolution.

Staff was directed to bring a resolution forward to the August Council Meeting.

Asset Management Software

Erin Robinson provided a brief summary of the Township's current asset management process and recommended that Council approve the purchase of an asset management software program. Ms. Robinson outlined the software's special features, benefits, and pricing structure.

Councillor Barton inquired if there are other software programs available, as the report recommended a specific provider. Ms. Robinson reported that in her previous municipal role, she issued a RFP for an asset management software and that the recommended software provider significantly stood out in comparison with its competitors.

Councillor Sheard inquired if the software can be utilized for enterprise resource planning (ERP). Ms. Robinson confirmed that the software is a stand alone system. Ms. Robinson added that the Township's current accounting system is close to end of life and that she would like to implement a new paperless system in the next 2 to 3 years with ERP functions.

Councillor Sheard requested that staff execute a strategic planning framework for the implementation of a future ERP system.

Reeve Liverance inquired what type of data rights does the new asset management software extend to the Township. Ms. Robinson noted that she will confirm these details with the software provider and report back.

Reeve Liverance inquired whether funding from the Province's Municipal Modernization Program would be utilized for purchasing the software. Ms. Robinson confirmed that the software will be fully funded by the program.

Staff was directed to bring a resolution forward to the August Council Meeting.

In-Person Council Meetings

Maryann Weaver provided a summary of the Township's response to the COVID-19 pandemic since March 2020 and outlined potential risks to municipal operations amid the 4th wave. Ms. Weaver recommended that Council continue meeting virtually, and that staff monitor public health guidelines and best practices to determine when it is appropriate to commence in person meetings again.

Ms. Weaver outlined planned technology upgrades for the Council Chambers and presented Council with three options to support a return to in-person Council meetings. Ms. Weaver recommended Council approve option 1, which proposes that Council chambers be outfitted with audio and video equipment for each member of Council, resulting in the opportunity for hybrid meetings.

Councillor Manners expressed support for the hybrid model, but noted that staff will need to look into rules regarding the hybrid model, such as confirming as to whether there is a maximum number of meetings someone can attend virtually.

Staff was directed to bring a resolution forward to the August Council Meeting.

The Committee recessed for a break at 10:39 a.m. and resumed business at 10:51 a.m.

Closed Meeting

**Moved by Councillor Mead
Seconded by Councillor Barton**

NOW THEREFORE BE IT RESOLVED that the Finance and Administration Committee move into a CLOSED MEETING at 10:53 a.m., pursuant to Section 239(2)(e)(f) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

i) CP Railway – North Shore Crossing

Carried.

Open Meeting

**Moved by Councillor Zanussi
Seconded by Councillor Sheard**

NOW THEREFORE BE IT RESOLVED that the Finance and Administration Committee move out of a CLOSED MEETING at 10:58 a.m.

Carried.

The Committee recessed for a break at 10:58 a.m. and resumed business at 11:30 a.m.

2. FINANCE AND ADMINISTRATION

Council Vacancy – Ward 6

Maryann Weaver reported that due to the sale of Councillor Walker's property in the Township of The Archipelago, he has been disqualified from holding office, resulting in a vacancy in Ward 6. Ms. Weaver recommended that the vacancy be filled through the appointment process by Appointment by Call for Applications.

Councillor Ashley noted that Councillor Walker should be recognized for his 31 years of service to the Township. John Fior agreed and confirmed that an in-person celebration will be organized once it is safe.

Staff was directed to bring a resolution forward to the August Council Meeting.

Vacancy on Agencies/Committees/Boards

- Public Works Committee Chair
- Parry Sound Community Policing Advisory Committee
- West Parry Sound District Museum Board

Maryann Weaver informed Council that due to Councillor Walker's departure, there are two committees and one board with vacancies. Ms. Weaver recommended that Council utilize the Nomination Committee to fill the positions.

Councillor Manners recommended that the Public Works Committee Vice Chair transition to the Chair position for continuity sake and expertise in that area.

Council discussed the topic and agreed to move forward with the Nomination Committee process.

Rob Farrow informed Council of Elke Dyck's recent retirement and thanked her for her 16 years of service. Mr. Farrow introduced the Township's new Building Permit Coordinator, Jessie Langford.

Reeve Liverance shared the August 17 recording of AMO's PJ Marshall Innovation Awards, where the Township of The Archipelago was presented AMO's highest award for Township's 'Tale of a Thousand Turtles' project. Reeve Liverance recognized Greg Marriotti and staff for their efforts.

3. PUBLIC WORKS

Operational Services Update

Greg Mariotti reported on various public works activities and initiatives. Mr. Mariotti provided updates on OPP speed monitoring, phragmites spraying, flare disposal days, waste cards, and upgrades at the Pointe au Baril lighthouse.

Reeve Liverance inquired if the Township received any data from the Georgian Bay Forever regarding the seabins. Mr. Mariotti noted that no reports have been shared with the Township at this point of time.

Councillor Barton inquired if a dock disposal day had been scheduled for the Sans Souci area. Mr. Mariotti reported that the Sans Souci Ratepayers Association is aware to contact the Township should they feel they have a large enough dock inventory to organize a disposal day.

Councillor Barton informed Council of a complaint she received from a resident regarding transfer sites turning patrons away without waste cards away and the potential risks of garbage being disposed irresponsibly or illegally. Mr. Mariotti informed Council that island transfer sites are more lenient with waste cards in effort to minimize this risk.

Councillor Ashley inquired about the possibility of organizing a community chipping program, as he is aware of 2 fires caused by an abundance of brush around cottages. Mr. Mariotti reported that purchasing and maintaining a brush chipper is an expensive endeavour, that involves many logistical challenges and extensive labour.

Purchase of Site 9 Weigh Scale

Greg Mariotti provided Council with an update on the purchase of a weigh scale for Site 9, indicating that a Canadian company was awarded the job. Mr. Mariotti confirmed that plans are currently in place to install the scale this fall.

Staff was directed to bring a resolution forward to the August Council Meeting.

The Committee recessed for lunch at 12:21 p.m. and resumed business at 1:04 p.m.

4. PLANNING AND BUILDING

Rian Allen, Planning Consultant. Zoning By-law Review **Draft modifications for discussion purposes**

Cale Henderson introduced Rian Allen, Planning Consultant, who summarized the modifications discussed during the July Council Meeting. Mr. Allen facilitated Council discussion and feedback for modifications #7 to #25. Due to time constraints, Mr. Henderson informed Council that Mr. Allen would attend tomorrow's meeting to discuss the remaining modifications.

Building Permit Summary

Councillor Ashley thanked staff for the addition of the 10 year comparison table and requested that an average metric be added in the future.

**Zoning By-law Amendment –for receipt
(Dellandrea) - Application No. Z08-21**

Cale Henderson summarized the application. Following the presentation, Council discussed the property in question and agreed to not receive the application until wetland boundaries are addressed.

**Site Plan Development Application
(Vincent Payne Marine Ltd. - Application No. SP04-21)**

Cale Henderson summarized the application.

Councillor Manners informed Council that due to the fact that he is customer of Vincent Payne Marine, he will abstain from tomorrow's vote.

**Halton Hills - Resolution re: Bill 108
Elimination of Local Planning Appeal Tribunal**

There was no discussion on this matter.

Municipal Lands – Skerryvore

Cale Henderson reported to Council that staff have received a number of inquiries regarding interest in purchasing municipally owned lands in the Skerryvore community. Mr. Henderson noted that he does not recommend selling the land, however staff currently does not have the policy framework in place to provide a response to these inquiries.

Council discussed the matter and provided direction to staff to not entertain requests to purchase municipally owned lands.

Closed Meeting

**Moved by Councillor Ashley
Seconded by Councillor Manners**

NOW THEREFORE BE IT RESOLVED that the Planning and Building Committee move into a CLOSED MEETING at 4:30 p.m., pursuant to Section 239(2)(c) (e)(f) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with a proposed or pending acquisition or disposition of land by the municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

- i) **Property acquisition**
- ii) **OPA No. 68 and ZBLA No. Z02-20 (Gates) – OLT Appeal Update**

Carried.

Open Meeting

**Moved by Councillor Ashley
Seconded by Councillor Frost**

NOW THEREFORE BE IT RESOLVED that the Planning and Building Committee move out of a CLOSED MEETING at 5:07 p.m.

Carried.

5. ADJOURNMENT

Meeting adjourned at 5:07 p.m.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

Corporation of the Township of The Archipelago



**MINUTES
SPECIAL MEETING OF COUNCIL**

**May 27, 2021
9 James Street, Parry Sound, Ontario
Via Zoom Meeting**

Council Members Present: Reeve:	Bert Liverance	
Councillors:	Laurie Emery	Ward 1
	Peter Frost	Ward 2
	Earl Manners	Ward 3
	Scott Sheard	Ward 3
	David Ashley	Ward 4
	Alice Barton	Ward 4
	Rick Zanussi	Ward 4
	Ian Mead	Ward 5
	Grant Walker	Ward 6

Council Members Absent: Councillors:	Greg Andrews	Ward 1
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Staff Present: John Fior, Chief Administrative Officer
Maryann Weaver, Clerk
Jane Nawroth, Planning Assistant
Cale Henderson, Manager of Development & Environmental Services
Greg Mariotti, Manager of Operational Services
Erin Robinson, CFO/Treasurer

1. CALL TO ORDER

The meeting was called to order at 9:05 a.m., and commenced with the singing of the National Anthem, Roll Call, and a Traditional Land Acknowledgement Statement.

2. APPROVAL OF AGENDA

21-098

**Moved by Councillor Frost
Seconded by Councillor Mead**

NOW THEREFORE BE IT RESOLVED that the May 27, 2021 Special Council Meeting Agenda, be approved.

Carried.

3. PUBLIC INFORMATION SESSION

At 9:10 a.m., Council held a Public Information Session to consider the following Gates Applications. The purpose of this information session was to provide information and to gather input.

Official Plan Amendment No. 68
Zoning By-law Amendments No. Z02-20
Consent Applications Nos. B16-20, B17-20, B18-20, B19-20
GATES, Richard, 11 Woods Bay Lane

Cale Henderson introduced the Planning Consultants, Jason Ferrigan and Gaurang Khandelwal of J.L Richards & Associates Limited.

Jason Ferrigan and Gaurang Khandelwal, summarized the Gates applications and proposal. Their presentation addressed the site context, public input received, land use planning context, key considerations, and recommendations.

John Jackson, proponent for the applicants, provided background on the applications, as well as a brief history on the Woods Bay/Moon River community.

Chris Goulding, applicant, provided a detailed summary of this request, highlighting the fact that there are many falsehoods being circulated regarding the specifics of his application. Mr. Goulding requested a survey be completed of the Municipal Road Allowance surrounding Woods Bay Lane to address the multiple issues that have been raised regarding access to the potential future lots in question.

Victor Brunelle, Senator of the Moon River Council Metis, provided his support for the application, noting the Metis' long history in the area and lack of land currently available to them.

Louise Goulding spoke on behalf of Rick Gates, both of whom are applicants, stating the importance of the Metis population in the area and Mr. Gates intention of providing affordable land to the Metis community.

Rob Bell, public attendee, emphasized the value of compromise in the situation. Mr. Bell noted that while residents require the services the Metis provide, he is concerned about the impact of the subdivision.

Werner and Inga Schmalz, public attendees, acknowledged the need for additional housing, but proposed Mactier as an alternative location.

Brian Dyck and Heather and Paul Sulkers, public attendees, expressed concerns regarding future development and the environmental impacts of the additional lots.

Deana Dion, public attendee, stated that the proposed lots would provide her children with the opportunity to stay in the area and continue providing services to the local residents. Ms. Dion declared, that if approved, the land would not be used for her family's commercial business, Dion Construction.

Chris Dion, public attendee, voiced his support for the application, expressing his interest in purchasing land for his children. Mr. Dion also commented on the fact that the new development would allow elderly people who currently live on the islands an opportunity to stay in the area.

Anthony Dion, public attendee, echoed Deana and Chris Dion's remarks and voiced his support for the application.

Peter and Bev Dean, public attendees, expressed their concerns with the precedent this application may set for future development in the area and the environmental impacts that may result from the additional lots.

Reg McGuire, public attendee, noted that he is neither in support nor opposed to the applications. Mr. McGuire emphasized the importance of comprehensive study of their area and a clear and consistent application process, as this is a test case for several hundred-acre development.

Pam Graham and Derek Johnston, public attendees, stressed the importance of maintaining a positive relationship with all parties involved, as seasonal residents rely on the trade services in the area. Ms. Graham and Mr. Johnston questioned the true intent of the proposed lots, requesting clearer details of what would be built on the lots.

Lisa LePage, public attendee, shared a brief history of the time she grew up and lived in the Woods Bay area, and expressed her support of the application.

Roy Henzie, public attendee, stated that he is in support of the application and hoped the area can live in harmony moving forward.

Moe and Lisa Gregoire, public attendees, voiced their support for the application and noted that the proposed lots would provide alternative housing options to the elderly population currently living on islands.

Eric Armour, public attendee, noted that the complexity of the issue and highlighted the importance of all parties following Township processes. Mr. Armour stated he is undecided on whether or not he supports the application and hopes the meeting will help form his opinion.

Cliff and Lynda Zaluski, public attendees, articulated their concerns regarding road maintenance for the proposed lots and the precedent this case may set for future development. Mr. and Mrs. Zaluski stated they are not in support of mutli-resident properties and encouraged all parties involved to follow Township processes.

Karen and Walter Brinston, public attendees, echoed the Zaluski's statements and noted the application may need to be revised, as it does not reflect what applicants have expressed in the meeting.

Joe Lepold, public attendee, highlighted discrepancies in the application and what was discussed at the meeting and the need for further studies on land use in the area.

Paul Robinson, public attendee, inquired about road maintenance if the proposed lots are approved. Mr. Robinson also expressed confusion regarding whether the lots were being developed for affordable housing.

Jeff Hendrycks, public attendee, spoke to a number of maintenance issues pertaining to Township managed infrastructure in the Woods Bay area.

Robin Flumerfelt, public attendee, stated that based on the applicants' statements, he believes the application should be revised and resubmitted to reflect the goals discussed at the meeting.

Debbie Glabais and Scott McKay, public attendees, voiced their concerns regarding environmental and density impacts. Ms. Glabais and Mr. McKay requested clarification about the yet to be determined proposed structured are mentioned in the application

B.J. Goulding, public attendee, expressed his support for the application and need for alternative housing options in the area.

Fred Schweitzer, public attendee, conveyed his concerns regarding the precedent this case will set for future development and the tax increases ratepayers will be subject to with the creation of more roads and services in the Township.

Susan Peters, public attendee, noted that further research and studies are needed prior to decisions being made.

Reeve Bert Liverance thanked attendees for their participation and feedback and agreed that further planning is needed. Reeve Liverance confirmed that a land study is currently being conducted in concurrent to these applications. He also clarified that when the Township makes an investment, loans are taken out from reserves and paid bay by the Township, therefore taxes will not increase.

Cale Henderson, Manager of Environmental and Development Services, reminded attendees that the meeting was for information gathering purposes only. The consultants will be providing a report on their findings. Mr. Henderson also reported that notes from the meeting will be provided to the Local Planning Appeal Tribunal.

Reeve Liverance declared the information session closed at 11:16 a.m.

4. CONFIRMING BY-LAW

2021-30

**Moved by Councillor Zanussi
Seconded by Councillor Sheard**

That By-law Number 2021-30, being a By-law to Confirm the Proceedings of the Special Meeting of Council held on May 27st, 2021, be read and finally passed in Open Council this 27th day of May, 2021.

Carried.

5. ADJOURNMENT

21-099

**Moved by Councillor Barton
Seconded by Councillor Emery**

NOW THEREFORE BE IT RESOLVED that the Special Meeting of Council held on May 27, 2021,
be adjourned at 11:24 a.m.

Carried.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

CAO REPORT on COUNCIL DIRECTIONS - September 2021

Council Date	Department	Item	Update / Status	Date to return to
July 16, 2020	CAO	Council's Strategic Principles/Strategic Plan	Committee has reviewed the document. Final draft will be presented at the October Council Meeting.	Ongoing
July 16, 2020	CAO	OPP/EMS Response Concerns	Concerns addressed for 2021. Further dialogue will occur as needed.	Completed
September 17, 2020	Corporate Services	Connectivity	Plan, land, agreements, communication	Ongoing
January 22, 2021	Planning	Site Alteration By-law	Consultant preparing draft by-law and researching potential municipal costs.	Ongoing
January 22, 2021	Planning	Land Supply Study	Retained Consultant, completing study. Will be presenting to Council in September at a special meeting of Council.	9/30/2021
April 9, 2021	Corporate Services	Pointe au Baril Land Transfer	Process the transfer of lands from TwN PS (Highway 69 old EMS site)	Completed
April 9, 2021	Development/Operations	Phragmites	Phragmites resolution forwarded to all parties. Working towards implementing other direction (clean equipment protocol, follow up with MTO, implement best management practices, etc.)	Ongoing
April 30, 2021	Corporate Services	Land Acquisition	Conclude process for acquiring property for PauB Tower Build	9/30/2021
May 21, 2021	Environment	Washing Machine Filters	Investigate purchase of filters and distribution to community.	Ongoing
August 20, 2021	Clerk	Ward 6 Council Vacancy - Appointment	Vacancy was advertised as per appointment procedures. Deadline to submit application was Sept 10th at noon. 5 applications have been received. Council will conduct interviews at the Sept 17th meeting, and appointment the successful candidate.	9/17/2021

CAO REPORT on COUNCIL DIRECTIONS - September 2021

Council Date	Department	Item	Update / Status	Date to return to
August 20, 2021	Clerk	In Person Council Meetings	Continue to monitor public health guidelines, recommendations and best practices to determine when it will be appropriate to commence in person meetings. Currently working with IT consultant to outfit the council chambers with equipment to upgrade video and audio recording of meetings	11/19/2021

Township of The Archipelago



COUNCIL CORRESPONDENCE

Regular Meeting of Council

September 17, 2021

REQUESTS FOR SUPPORT

[A]

FEDERAL GOVERNMENT

[01]

PROVINCIAL GOVERNMENT

[02]

MUNICIPALITIES

[03] CHAMPLAIN TOWNSHIP

RE: Support for the Township of The Archipelago's resolution endorsing Bill 279, Microplastics Filters for Washing Machines

[04] THE MUNICIPALITY OF MCDOUGALL

RE: Support for the Township of The Archipelago's resolution requesting the federal and provincial governments to take action on the 94 Calls to Action

[05] THE DISTRICT OF MUSKOKA

RE: Notice of Public Meeting – Official Plan Amendment 53 Moose Deer Point Community Water Intake Protection

[06] THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING

RE: Request to Province to support private member's Bill-C 313 Banning Symbols of Hate Act

RE: Request to Province to reverse the CRTC's 2019 Rates Order

[07] CITY OF PORT COLBORNE

RE: Request to Province to replace gas powered electrical generation with non-carbon based sustainable alternatives

- [08] TOWN OF SOUTH BRUCE PENINSULA
RE: Request to Province to implement an additional level of licensing which would permit small organizations to hold fundraisers
- [09] MUNICIPALITY OF TRENT LAKES
RE: Request to Province to address the OHIP-insured eye care and enter into legally binding negotiations with Ontario Optometrists to fund these services
- [10] THE CORPORATION OF THE MUNICIPALITY OF TWEED
RE: Support for the Township of The Archipelago's resolution endorsing the 9-8-8 crisis line initiative
- [11] MUNICIPALITY OF WHITESTONE
RE: By-law passed in support to return management of 101 Long Term Care Beds to Ministry of Long-Term Care, to be relocated into a Campus of Care at the West Parry Health Centre Site

FIRST NATIONS

[12]

RATEPAYERS' ASSOCIATIONS

[13]

RATEPAYERS/OTHERS

- [14] JAMES F. BREDIN
RE: Letter for a resident providing feedback on working with Township Staff regarding property severance

AGENCIES

- [15] WEST PARRY SOUND ECONOMIC DEVELOPMENT COLLABORATIVE
RE: Economic Development Update – August 3-13
- [16] PARRY SOUND AREA CHAMBER OF COMMERCE
RE: Mayor's invite to the Chamber Business Excellence Awards on September 24, 2021

PLANNING

[17]

PLANNING BOARD

[18]

ENVIRONMENT

[19]

MISCELLANEOUS

[20] BAY NOTES – COUNCILLOR MANNERS & SHEARD WARD 3 NEWSLETTER
RE: Summer 2021 Edition

[21] MUNICIPAL WORLD
RE: September 2021 Edition

[22] MUNICIPAL WORLD
RE: August 2021 Edition

[23] ONTARIO ADDICTION TREATMENT CENTRES
RE: Request to support International Overdose Awareness Day on August 31,
2021



Council Vacancy Application Form

Municipal Elections Act, 1996

Instruction:

Please print or type information
(except signatures)

Note: A Council Vacancy Application may only be filed in person; it may not be faxed or e-mailed.

It is the responsibility of the person applying to file a complete and accurate application.

Council Vacancy Application of a person to be a candidate for appointment to the Office of Councillor – Ward 6 Township of The Archipelago

Candidate's full qualifying address within municipality

Suite or Unit #	Street or Island # 136	Street or Island Name: KAPIKOG SOUTH RD	
Municipality ARCHIPELAGO		Province ONT.	Postal Code P0C 1H0

Candidate's full mailing address within municipality (if different from qualifying address)

Suite or Unit #	Street or Island #	Street or Island Name:	
Municipality		Province	Postal Code

Declaration of Qualification

I, **TERENCE FORTH** the applicant mentioned in this form, declare that I am presently legally qualified pursuant to the Municipal Elections Act, 1996 and the Municipal Act, 2001 to be elected/appointed to and to hold the Office of Councillor. I am not ineligible or disqualified under the Municipal Elections Act, 1996, the Municipal Act, 2001, the Municipal Conflict of Interest Act or any other Act to be elected/appointed to the above-mentioned office.

I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

Declared before me at the Township of The Archipelago
in the District of Parry Sound

This **10** day of **SEPT.**, 2021.

Nayan Weaver

Signature of Clerk or
Commissioner, etc.

[Signature]

Signature of Applicant

Date Filed **09/10/2021**
(yyyy/mm/dd)

Time Filed **10:59am**

Applicant or
Agent Initial

Signature of Clerk or Designate

Nayan Weaver

Certification by Clerk or Designate

I, the undersigned clerk of this municipality, do hereby certify that I have examined the application of the aforesaid candidate filed with me and am satisfied that the candidate is qualified to be appointed and that the appointment complies with the Act.

Signature: *Nayan Weaver*

Date Filed **2021/09/10**
(yyyy/mm/dd)



Council Vacancy Application Form

Municipal Elections Act, 1996

Instruction:

Please print or type information
(except signatures)

Note: A Council Vacancy Application may only be filed in person; it may not be faxed or e-mailed.

It is the responsibility of the person applying to file a complete and accurate application.

Council Vacancy Application of a person to be a candidate for appointment to the Office of Councillor – Ward 6 Township of The Archipelago

Candidate's full qualifying address within municipality

Suite or Unit #	425	Street or Island #		Street or Island Name:	HEALEY LAKE WATER
Municipality	TOWNSHIP OF THE ARCHIPELAGO			Province	ONTARIO
				Postal Code	

Candidate's full mailing address within municipality (if different from qualifying address)

Suite or Unit #		Street or Island #		Street or Island Name:	
Municipality				Province	
				Postal Code	

Declaration of Qualification

I, JAMES DOUGLAS GILCHRIST the applicant mentioned in this form, declare that I am presently legally qualified pursuant to the Municipal Elections Act, 1996 and the Municipal Act, 2001 to be elected/appointed to and to hold the Office of Councillor. I am not ineligible or disqualified under the Municipal Elections Act, 1996, the Municipal Act, 2001, the Municipal Conflict of Interest Act or any other Act to be elected/appointed to the above-mentioned office.

I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

Declared before me at the Township of The Archipelago
in the District of Parry Sound

This 30th day of August, 2021.

Mayana Weaver
Signature of Clerk or
Commissioner, etc.

[Signature]
Signature of Applicant

Date Filed <u>2021/03/30</u> (yyyy/mm/dd)	Time Filed <u>1:42 pm</u>	Applicant or Agent Initial	Signature of Clerk or Designate <u>Mayana Weaver</u>
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Certification by Clerk or Designate

I, the undersigned clerk of this municipality, do hereby certify that I have examined the application of the aforesaid candidate filed with me and am satisfied that the candidate is qualified to be appointed and that the appointment complies with the Act.

Signature: Mayana Weaver

Date Filed 2021/09/09
(yyyy/mm/dd)

James Douglas Gilchrist – Supporting Documentation Ward 6 Council Vacancy

425 Healey Lake Water, Healey Lake, Township of the Archipelago

Healey Lake Activity

- I have had a family cottage on **Healey Lake** since 1960, and I have personally owned the property since 1990
- Initially got involved with the Healey Lake Property Owners Association (HLPOA) by collecting membership dues and compiling and distributing new cottage owner kits when my father was involved
- Later became an active member of the HLPOA Executive and Treasurer for 12 years, and also contributed to annual regatta activities
- For the past three years, have created and managed Jim's Healey and Kapikog Lake Facebook group (282 members) to share local, regional and township information and to help build a sense of community within the Ward and connections between our two lakes (especially during Covid isolation)

Supporting Education

- Obtained a Joint-honours Bachelor of Environmental Studies degree (B.E.S.) in environmental studies and political science from the University of Waterloo in 1980
- Program focus was on both urban and rural environments, and all levels of governmental structure
- Completed a water sampling and evaluation on various Healey Lake locations in 1979 for 2nd year course
- 4th year thesis was on, "The Effectiveness in Regional Government in Providing the Planning Function in Peel Region" which involved the specific review of:
 - the Draft Official Plan, zoning, relevant by-laws, the Planning Act, Municipal Act etc
- Graduated university in 1980 and was immediately employed by the Ontario Ministry of Health full-time
- Returned to school part-time in early 1980's at **York University in the Masters of Environmental Studies (M.E.S.) and Masters of Business Administration (M.B.A.)** with a combined focus on "Applying Private Sector Decision Making Techniques in the Public Sector"
- Completed 18 courses split between both faculties (incomplete degree), with most being urban and regional planning focused (ie: Planning Law, Planning Act, Condominium Act, the Ontario Municipal Board (OMB) etc. as well as organizational behaviour, program and policy development
- As my interest gravitated toward small business projects, I took a leave of absence to start a small incorporated marginal manufacturing business so the graduate program is incomplete, then shortly after I left the government to operate the business full time

Community Involvement - Burlington

- Many years coaching in local house league hockey (BLOMHA)
- Was an alternate for **Burlington's citizen member Committee of Adjustment**

- Was asked to join the **board of directors of the Burlington Youth Soccer Club (BYSC)**
 - The board activities and approach were similar to municipal council (CEO/CAO interaction, in camera etc)
 - Active member of the Human Resources Committee
 - Wrote the performance review document for the CEO position (to help evaluate performance and for future hiring)
 - Attended all finance committee meetings as a non-committee member

Relevant Employment

Spent time in the **insurance business**, where the most relevant activity was handing commercial insurance and **liability** (general liability, errors and omissions, directors and officers)

Please note: With respect to government, urban and regional planning and insurance, this exposure (not current expertise) will help me to better understand their implications in the Councillor role and to “get up to speed” faster

Went back to small business incorporating **Career Advancement Employment Services Inc. (CAES)** which still operates after 20+ years

- started as a highly specialized recruitment and selection organization and the firm evolved into:
 - people performance consultation / training (non-technical skill development)
 - individual, team, management and leadership development training / consultation
 - individual career development services
- In the last 3 years have converted CAES into part-time activity and have become a part-time professor at **Sheridan College** in the Faculties of Applied Science and Technology and Business, teaching at various times:
 - Management of People to engineers
 - Management in the Arts and Leadership Influence to Creative Industries students
 - Innovation and Creativity to Project Management students
 - Recruitment and Selection and Organizational Behaviour to HR students
 - Career Development to Marketing and General Business students
- Currently also teaching Team Dynamics and Employee Engagement in the School of Workforce Development at **Conestoga College**

Political Background

- Ran as the Ontario Libertarian candidate (socially liberal and fiscally conservative) for Burlington in the last provincial election, coming 5th after the Conservative, NDP, Liberal, Green parties, with the objective of learning more about the electoral process, current provincial and federal finance and policies, and to encourage youth political involvement
- Built connections to various Federal, Provincial, and Municipal politicians / organizational decision makers in both the Parry Sound region and the GTA
- Ran in last municipal election for Ward 6 of the Township of the Archipelago, losing to long-serving incumbent Grant Walker by only 7 votes

Availability

- I am available immediately, as I am currently teaching remotely on Monday (Conestoga) and Wednesday (Sheridan)
- Because I work part-time with CAES and academia, I have significant control over my schedule to ensure availability for Council / committee meetings and constituent interaction
- I can always refuse projects / courses and typically have no or few summer courses
- ❖ I have significant experience, teaching and training, remotely using D2L, Zoom, Webex, Microsoft Teams, GoTo Training etc, so remote contact with council and constituents is not a problem.
- ❖ I occasionally read Council's agendas and minutes, and recently revisited the Archipelago website to review:
 - The role of Councillor
 - Code of Conduct
 - Procedural Bylaw
 - Deputations
 - Schedules for Committee of Whole and Regular Meetings of Council

Thank you for your consideration

Jim Gilchrist B.E.S.

3 [LinkedIn Profile](#) Jim Gilchrist B.E.S.

Current Employment Experience

Sheridan College Jan 2019 – Present (Part-time)

Pilon School of Business

BUSM13551 - The Professional Edge (2 courses W2020, 2 courses W2021, .5 course Summer 2020) –

Career Development for Marketing Students

HRMT58437 – Leadership and Influence – (W2020, W2021) - Management, Leadership and Career Development for Creative Industries Students

HRMT37560 - Recruitment and Selection (2 courses F2019) – Human Resources Students

HRMT33111- Organizational Behaviour (2 courses F2019, .5 course S2019) – Human Resources Students

HRMT58907 – Managing People in the Arts (F2019, F2020, F2021) – Management, Leadership and Career Development for Creative Industries Students

BUSM56859 – Creativity and Innovation (W2020) – Project Management Students

Faculty of Applied Science and Technology, Advanced Manufacturing Program

MGMT50000 – Leadership and Management of People (W2019, W2020, W2021) – Leadership, Management and Career Development for Engineering Students

Conestoga College September 2021 – Present (Part-time)

School of Workforce Development

MGMT8640 – Team Dynamics and Employee Engagement (1 course F2021)

CAES Career Advancement Employment Services Inc. 1997 – Present

President and CEO

Providing innovative performance solutions to organizational clients in the private sector, public sector, educational institutions and to career-oriented individuals, both domestically and internationally

Practical Knowledge

- Expertise in the relationship between personality and performance, leadership and management
- Practical experience in the development, selection and application of a wide range of personality assessment instruments, and superior evaluation capability
- Significant experience in recruitment, interviewing, assessment evaluation, selection decisions
- Significant experience in career development, coaching and individual “soft” skill development
- Excellent at collaborative need determination and adapting to individual requirements
- Solid client-focused advisory and consultative approach
- Extensive experience in performance strength identification and capability presentation
- Ongoing acquisition of information / resources applicable to my expertise / service offerings
- Strong knowledge of employment search best practices (traditional and non-traditional), potential employment barriers, and employment-related resources

Service Experience

Client-focused development and delivery of the following services:

- Performance Enhancement Programs
- Leadership Development / Management Development Programs
- Coaching Services
- Individualized Performance Development Programs
- Specialized Search and Recruitment / Candidate Assessment and Selection
- Developmental Workshops and On-line Webinars
- Career Development Consultation
- SME Management Development – Innovation and Entrepreneurship Programs

Experience delivering services in person or via computer technologies, one-on-one or in small groups

Communications

- All marketing activities – strategy development, service pricing, promotional material development
- Regularly write performance, recruitment and career-related articles
- Consistent contributions to business mainstream and social media to a wide, diverse audience
- Interact regularly with people in at all positional levels, in all industry sectors, globally
- Develop performance and career-related PowerPoint presentations
- Website development / management – Basic Content / design of CAES website, LinkedIn profile, Facebook page, other web presences (Youtube, GoTo Training / Meeting, Skype)
- Occasional trade show presence

Managerial Experience

- Handle all extensive and diverse activities involved with a small business
- Management of office staff – project management, mentoring
- Microsoft Office – Word, Publisher, PowerPoint, Excel, Project
- Contact database management – ACT, Maximizer, Asksam
- Productivity software – Fastrack, Timesheets, various planning / performance software

Prior Employment Experience

Insurance Industry Account Management 1992 – 1997 (5years)

Manley Insurance

McArter-Douglas Insurance

Wharton-Baird Insurance

Halton-Caird Insurance

- Consultative account management in business commercial insurance, personal lines, and financial planning

JimGil Products Inc. 1985 – 1986 (Part time) 1986 – 1992 (Full Time) (6 years)

President / GM

Toronto, Ontario and Burlington, Ontario

- Owner / Manager of marginal manufacturing and product importation business

Ontario Ministry of Health 1980 – 1986 (6 years)

Queen Street Mental Health Centre

Toronto, Ontario

- Provided employment support services to a challenged population

Education

University of Waterloo 1976 - 1980

Honours Bachelor of Environmental Studies Degree (B.E.S.), Double Major in Environmental Studies and Political Science

Specializations: Urban development and Electoral behaviour

York University 1983-1986

Completed independent study in the Faculty of Environmental Studies, Masters of Environmental Studies Degree program (M.E.S) and the Faculty of Business, Masters of Business Administration Degree program (M.B.A.) in organizational analysis, performance improvement and policy development.
(Incomplete – started small business)

Sampling of More Recent Continuing Education Courses

- Fundamentals of Learner Focused Teaching (Sheridan College)
- Coaching Practices
- Competitive Strategy
- Consumer Neuroscience
- Conversations That Inspire: Coaching Learning, Leadership and Change
- Creativity, Innovation and Change
- Effective Problem Solving and Decision Making
- Inspiring Leadership Through Emotional Intelligence
- International Leadership and Organizational Behaviour
- Neuroeconomics: How the Brain Makes Decisions
- Organizational Analysis
- Performance Assessment and Evaluation (2009)
- Positive Psychology
- Strategic Planning
- Human Rights 101 (Sheridan College)
- Unconscious Bias Training (Sheridan College)
- Anti-Oppression and Anti-Racism (Sheridan College)

Recent Webinars

- Strategies for Communication in the Classroom (Akadasia)
- Building Collaboration into Lesson Design (Akadasia)
- Fostering Creativity in the Classroom (Akadasia)



Council Vacancy Application Form

Municipal Elections Act, 1996

Instruction:

Please print or type information
(except signatures)

Note: A Council Vacancy Application may only be filed in person; it may not be faxed or e-mailed.

It is the responsibility of the person applying to file a complete and accurate application.

Council Vacancy Application of a person to be a candidate for appointment to the Office of Councillor – Ward 6 Township of The Archipelago

Candidate's full qualifying address within municipality

Suite or Unit #	89	Street or Island #		Street or Island Name:	FOXBACK ROAD
Municipality	TOWNSHIP OF THE ARCHIPELAGO			Province	ONT
				Postal Code	P0G 1H0

Candidate's full mailing address within municipality (if different from qualifying address)

Suite or Unit #		Street or Island #		Street or Island Name:	
Municipality				Province	
				Postal Code	

Declaration of Qualification

I, DAN MACLEOD the applicant mentioned in this form, declare that I am presently legally qualified pursuant to the Municipal Elections Act, 1996 and the Municipal Act, 2001 to be elected/appointed to and to hold the Office of Councillor. I am not ineligible or disqualified under the Municipal Elections Act, 1996, the Municipal Act, 2001, the Municipal Conflict of Interest Act or any other Act to be elected/appointed to the above-mentioned office.

I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

Declared before me at the Township of The Archipelago
in the District of Parry Sound

This 30 day of August, 2021.

Mayann Weaver
Signature of Clerk or
Commissioner, etc.

[Signature]
Signature of Applicant

Date Filed <u>2021/08/30</u> (yyyy/mm/dd)	Time Filed <u>10.43am</u>	Applicant or Agent Initial	Signature of Clerk or Designate <u>Mayann Weaver</u>
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Certification by Clerk or Designate

I, the undersigned clerk of this municipality, do hereby certify that I have examined the application of the aforesaid candidate filed with me and am satisfied that the candidate is qualified to be appointed and that the appointment complies with the Act.

Signature: Mayann Weaver

Date Filed 2021/09/09
(yyyy/mm/dd)



Council Vacancy Application Form

Municipal Elections Act, 1996

Instruction:

Please print or type information
(except signatures)

Note: A Council Vacancy Application may only be filed in person; it may not be faxed or e-mailed.

It is the responsibility of the person applying to file a complete and accurate application.

Council Vacancy Application of a person to be a candidate for appointment to the Office of Councillor – Ward 6 Township of The Archipelago

Candidate's full qualifying address within municipality

Suite or Unit #	Street or Island # <u>375</u>	Street or Island Name: <u>Blackstone Crane Lake Rd</u>
Municipality <u>The Archipelago</u>	Province <u>ON</u>	Postal Code <u>P2A 0B7</u>

Candidate's full mailing address within municipality (if different from qualifying address)

Suite or Unit #	Street or Island #	Street or Island Name:
Municipality	Province	Postal Code

Declaration of Qualification

I, Lawrence Philip the applicant mentioned in this form, declare that I am presently legally qualified pursuant to the Municipal Elections Act, 1996 and the Municipal Act, 2001 to be elected/appointed to and to hold the Office of Councillor. I am not ineligible or disqualified under the Municipal Elections Act, 1996, the Municipal Act, 2001, the Municipal Conflict of Interest Act or any other Act to be elected/appointed to the above-mentioned office.

I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

Declared before me at the Township of The Archipelago
in the District of Parry Sound

This 31 day of August, 2021.

Maryann Weaver

Signature of Clerk or
Commissioner, etc.

J. P. V.

Signature of Applicant

Date Filed <u>2021/31/08</u> (yyyy/mm/dd)	Time Filed <u>10:48am</u>	Applicant or Agent Initial <u>LP</u>	Signature of Clerk or Designate <u>Maryann Weaver</u>
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Certification by Clerk or Designate

I, the undersigned clerk of this municipality, do hereby certify that I have examined the application of the aforesaid candidate filed with me and am satisfied that the candidate is qualified to be appointed and that the appointment complies with the Act.

Signature: Maryann Weaver

Date Filed 2021/09/09
(yyyy/mm/dd)

LAWRENCE O. PHILP
375 Blackstone Crane Lake Rd.
The Archipelago, Ontario
P2A 0B7

Retired in 2011, set out below are highlights of my past work experience

ORNAMENTAL MOULDINGS, Archdale, North Carolina **2000 – 2010**
Specialty hardwood moulding manufacturer servicing North American home centres as well as the cabinetry and furniture markets.

Chief Financial Officer - Vice President, Finance

Key deliverables and achievements:

- Restructured and significantly increased corporate financing facility.
- Executed acquisitions broadening markets.
- Delivered 60% compound growth rate in earnings.
- Managed overhead to less than 5% growth.
- Implemented sale of Ornamental group.

CANAC INC. (subsidiary of Canadian National Railways), Montreal, Quebec **1997 – 2000**
Service provider to industrial, railway and commuter markets offering technology solutions, outsourced industrial rail operations, training, engineering, planning & infrastructure services.

Chief Financial Officer - Vice President, Business Integration

Key deliverables and achievements:

- Accomplished and integrated two acquisitions in the U.S. broadening product/service offering.
- Refinanced \$45 million equity issue and \$15 million line of credit enhancing balance sheet.
- Reorganized U.S. subsidiaries streamlining operations and improving risk management.
- Implemented a new budgeting, forecasting and management information system.
- Delivered an in-depth product costing analysis resulting in improved product pricing.

MANAGEMENT CONSULTANT, London, Ontario **1994 – 1997**

Client consulting engagements reflected a broad spectrum of industries including software development, electronics manufacturing, insurance/financial services, healthcare and wholesaling. Assignments included strategic/business plan development, operational and general management, financial restructuring, new product introduction, equity and debt financing, product cost analyses, contract negotiations, and implementation of management information and budgeting processes.

CANADA TRUST, London, Ontario **1984 – 1993**

Held various positions and responsibilities including:

Business Acquisitions

Management Information Systems

Strategic and Operational Planning

Tax Counsel

ERNST & YOUNG, London, Ontario

1976 – 1983

Managed audit engagements and consulting assignments for manufacturing, processing, service and retail corporations. Responsible for tax planning, consulting, and compliance for public and private manufacturing, distribution and holding companies. Initiated special projects for corporate clients involving tax minimization, government incentive programs and reorganizations. Established and marketed small business and agricultural advisory tax group. International experience included multinational U.S. and European corporations.

THE UNIVERSITY OF WESTERN ONTARIO, London, Ontario

1979 – 1984

Lecturer.

Education

Chartered Professional Accountant, 1978 - ICAO, CICA
M.B.A., 1976 - The University of Western Ontario
B. A., 1974 - York University

Service

Board member – local CPA association
Board member – London Children's museum

Family

Three children and three grandchildren

Township resident since 1990



Council Vacancy Application Form

Municipal Elections Act, 1996

Instruction:

Please print or type information
(except signatures)

Note: A Council Vacancy Application may only be filed in person; it may not be faxed or e-mailed.

It is the responsibility of the person applying to file a complete and accurate application.

Council Vacancy Application of a person to be a candidate for appointment to the Office of Councillor – Ward 6 Township of The Archipelago

Candidate's full qualifying address within municipality

Suite or Unit #	Street or Island # <u>B207</u>	Street or Island Name: <u>LOT 60</u>
Municipality <u>TOA</u>	Province <u>ONT.</u>	Postal Code

Candidate's full mailing address within municipality (if different from qualifying address)

Suite or Unit #	Street or Island #	Street or Island Name:
Municipality	Province	Postal Code

Declaration of Qualification

I, MICHAEL UGARENKO the applicant mentioned in this form, declare that I am presently legally qualified pursuant to the Municipal Elections Act, 1996 and the Municipal Act, 2001 to be elected/appointed to and to hold the Office of Councillor. I am not ineligible or disqualified under the Municipal Elections Act, 1996, the Municipal Act, 2001, the Municipal Conflict of Interest Act or any other Act to be elected/appointed to the above-mentioned office.

I make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

Declared before me at the Township of The Archipelago
in the District of Parry Sound

This 9th day of September, 2021.

Wayne Wea
Signature of Clerk or
Commissioner, etc.

Michael Ugarenko
Signature of Applicant

Date Filed <u>2021/10/09</u> (yyyy/mm/dd)	Time Filed <u>12:05pm</u>	Applicant or Agent Initial <u>MU</u>	Signature of Clerk or Designate <u>Wayne Wea</u>
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Certification by Clerk or Designate

I, the undersigned clerk of this municipality, do hereby certify that I have examined the application of the aforesaid candidate filed with me and am satisfied that the candidate is qualified to be appointed and that the appointment complies with the Act.

Signature: Wayne Wea

Date Filed 2021/09/09
(yyyy/mm/dd)

Michael Ugarenko

ISL: Wahsouné 60 B207

Why am I seeking to become a councilor?

I am passionate about Georgian Bay and in particular the Township of the Archipelago and the values which focus on protecting and sustaining the natural environment that we all enjoy.

- I would be honoured to be part of the team that ensures that we can co-exist and sustain Georgian Bay for future generations.

My background

- My family has been very fortunate to enjoy a cottage on Wahsouné Island, for over three decades.
- Married for 46 years, father and grandfather.
- Education: University of Toronto Bachelor of Arts: in Physical Geography & Fine Arts- 1975.
- My honours degree in Physical Geography has equipped me to be sensitive to environmental issues and the many environmental and development challenges facing Georgian Bay.
- My Honours Degree in Fine Arts has encouraged me to capture the Bay's beauty on canvas.
- University of Toronto Bachelor of Education – 1976
- Principal's Qualification Program, Part 1 - 2000
- Principal's Qualification Program, Part 2 - 2001
- I worked as an educator for 42 years developing management and negotiating skills to work effectively with individuals, boards and communities.

Community Involvement

- T.O.A Municipal Elections Ward 4 Candidate 2018
- Volunteering in the Sans Souci Copperhead Cottage Association (SSCA) for over 20 years.
- Presently serving on the SSCA Board, as Chair of Property.
- Organizing and supervising the removal of the SSCA Dock house which posed a safety risk to SSCA members and potentially could have environmentally impact the Bay.
- Leading by example, the responsible removal of demolished building materials and old docks. Bargaining the refuse to Township-designated waste sites.
- Chair of the New SSCA Community Centre committee.
- SSCA representative Deerhorn Conference 2019.
- Welcoming new SSCA members and orientating them to our community and its facilities.

- Implementing SSCA response and protocols set out by the Provincial Government for the COVID-19 pandemic. Ongoing encouragement of social distancing/mask wearing while members use the SSCA property/facilities.
- Supporting GBA and GBLT by assisting in the setup of their initiatives/presentations at the SSCA community centre.

In Closing

- I hope to continue the work of others who have shown vision, leadership & initiative to ensure the founding goals of our Township.
- I would work towards better environmental controls and helping to educate our community in this respect.
- By cooperating closely with ratepayers, and resident associations I hope to ensure continued cost-efficient municipal services needed by the community.
- I will work collaboratively with Council to solve issues that come before council.
- I have no personal agenda other than ensuring the continued health and wellbeing of the Georgian Bay shoreline and its watershed. If selected that is my commitment, thank you.

Sincerely,
Michael Ugarenko



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com

Website: <http://www.huronkinloss.com>

The Right Honourable Justin Trudeau
Prime Minister
House of Commons
Ottawa, ON L1A 0A6
justin.trudeau@parl.gc.ca

August 6, 2021

Re: Copy of Resolution #572

Motion No.: 572

Moved by: Ed McGugan Seconded by: Carl Sloetjes

THAT the Township of Huron-Kinloss Committee of the Whole supports the Town of Cochrane and the town of Plympton-Wyoming in their request for the Federal and Provincial Governments to have the prostate blood test (PSA test) be included in the national health care system AND directs Staff to circulate as appropriate.

Carried

Sincerely,

Kelly Lush
Deputy Clerk

c.c Honourable Doug Ford, Premier of Ontario ,The Association of Municipalities of Ontario and all Ontario Municipalities

CC

THE TOWN OF COCHRANE

171 Fourth Avenue
Cochrane, Ontario, Canada, P0L 1C0
T: 705-272-4361 | F: 705-272-6068
E: townhall@cochraneontario.com



ONTARIO, CA

COCHRANE
WONDERFULLY UNEXPECTED

"Via Email: justin.trudeau@parl.gc.ca

June 24th, 2021

The Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON
K1A 0A2

Dear Prime Minister Trudeau:

Re: Motion to Include the PSA Test for Men into the Medical Care

This will serve to advise you that Council, at its regular meeting held Tuesday, June 22nd, 2021, passed the following resolution:

"Resolution No. 182-2021

Moved By: Robert Hutchinson

Seconded By: Daniel Belisle

WHEREAS the male population has been made to pay for prostate blood test and whereas 11 Canadian men will die of prostate cancer every day and

WHEREAS 1.5 million Canadian men are not seeking the early detection PSA testing and

WHEREAS prostate cancer is the most common cancer in men and

WHEREAS when detected early the survival rate is close to 100% and detected late 3 of 4 men will be lost and

WHEREAS men who wish to have this test done have to pay \$33.00 for the test

1/2



THEREFORE I Robert Hutchinson move that both the Federal and Provincial Governments move to have this test included in the national health care system and that it be made available for all Canadian men at no charge and further that the Government make every effort to have this become a reality sooner than later as stated above every day that goes by another 11 men will die of this avoidable disease and

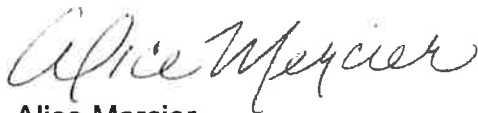
FURTHERMORE that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

Carried"

Your attention to this matter is greatly appreciated!

Yours Truly,

THE CORPORATION OF THE TOWN OF COCHRANE



Alice Mercier
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,
Hon. Patty Hajdu, Minister of Health (Canada)
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)
All Municipalities
All First Nation Communities



The Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

June 21st 2021

Re: Motion to Include the PSA Test for Men into the Medical Care

Please be advised that on July 14th 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Town of Cochrane's motion (attached) requesting that the Federal and Provincial Governments move to have the PSA Test for men included in the national health care system and that it be made available for all Canadian men at no charge.

Motion 6

Moved by Mike Vasey, Seconded by Gary Atkinson that Council support item 'm' of correspondence from The Town of Cochrane regarding a motion to Include the PSA Test for Men into the Medical Care.

Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at ekwarciak@plympton-wyoming.ca.

Sincerely,

Erin Kwarciak
Clerk
Town of Plympton-Wyoming

Cc: (via e-mail)

Hon. Doug Ford Premier of Ontario,
Hon. Patty Hajdu, Minister of Health (Canada)
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)
All Municipalities
All First Nation Communities

The Corporation of the Town of Plympton-Wyoming
P.O. Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0
Tel: 519-845-3939 Ontario Toll Free 1-877-313-3939
www.plympton-wyoming.com

THE TOWN OF COCHRANE

171 Fourth Avenue
Cochrane, Ontario, Canada, P0L 1C0
T: 705-272-4361 | F: 705-272-6068
E: townhall@cochraneontario.com



"Via Email: justin.trudeau@parl.gc.ca

June 24th, 2021

The Honourable Justin Trudeau
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON
K1A 0A2

Dear Prime Minister Trudeau:

Re: Motion to Include the PSA Test for Men into the Medical Care

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"Resolution No. 182-2021

Moved By: Robert Hutchinson

Seconded By: Daniel Belisle

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WHEREAS prostate cancer is the most common cancer in men and

WHEREAS when detected early the survival rate is close to 100% and detected late 3 of 4 men will be lost and

WHEREAS men who wish to have this test done have to pay \$33.00 for the test

1/2



THEREFORE I Robert Hutchinson move that both the Federal and Provincial Governments move to have this test included in the national health care system and that it be made available for all Canadian men at no charge and further that the Government make every effort to have this become a reality sooner than later as stated above every day that goes by another 11 men will die of this avoidable disease and

FURTHERMORE that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

Carried"

Your attention to this matter is greatly appreciated!

Yours Truly,

THE CORPORATION OF THE TOWN OF COCHRANE



Alice Mercier
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,
Hon. Patty Hajdu, Minister of Health (Canada)
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)
All Municipalities
All First Nation Communities

CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO
BY-LAW NO. 2021-

**Being a By-Law to appoint _____ to fill the
vacancy in the Office of Ward 6 Councillor for the Township of The
Archipelago**

WHEREAS on August 20th, 2021, the Council of the Corporation of the Township of The Archipelago declared the seat of Ward 6 Councillor Grant Walker to be vacant;

AND WHEREAS paragraph 263(1)(a) of the Municipal Act, 2001, S.O. 2001, c.25, as amended (the "Act") states that if a vacancy occurs in the office of a member of council, the municipality shall, subject to this section, fill the vacancy by appointing a person who has consented to accept the office if appointed;

AND WHEREAS paragraph 263(5)(1) of the Act states that within sixty (60) days after the day of declaration of vacancy is made with respect to the vacancy under section 262 of the Act, the Municipality shall appoint a person to fill the vacancy under subsection 263(1) of the Act;

AND WHEREAS section 264 of the Act states that a person appointed or elected to fill vacancy under section 263 of the Act shall hold office for the remainder of the current Council term;

AND WHEREAS the Council of the Township of The Archipelago deems it necessary and expedient to appoint a person to fill the vacancy in the Office of Councillor for the remainder of the current Council term;

NOW THEREFORE BE IT RESOLVED that Council of the Corporation of the Township of The Archipelago enacts as follows:

1. **THAT** _____ be and is hereby appointed to fill the vacancy in the office of Ward 6 Councillor for the Township of The Archipelago, for the remainder of the current Council term.
2. **THAT** this by-law shall come into full force and effect on the date of its passing.

READ and FINALLY PASSED in **OPEN COUNCIL** this 17th day of September, 2021.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

**THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO**

BY-LAW No. 21-

**To appoint members of Council to the Committee of Adjustment
when a vacancy occurs**

WHEREAS By-law No. 85-146 constituted the establishment of a Committee of Adjustment pursuant to Section 44(1) of the Planning Act, 1983;

AND WHEREAS By-law No. 20-03 appointed 10 members of Council to the Committee of Adjustment for the year 2021;

AND WHEREAS pursuant to Section 44(4) of the Planning Act, R.S.O. 1990, where a member ceases to be a member before the expiration of his or her term, the council shall appoint another eligible person for the unexpired portion of the term;

AND WHEREAS Grant Walker is no longer a Councillor, which caused a vacancy in the membership of the Committee of Adjustment;

NOW THEREFORE BE IT ENACTED as a By-law of the Council of the Corporation of the Township of The Archipelago that _____, the newly selected Councillor, be appointed to the Committee of Adjustment for the duration of the year.

READ and FINALLY PASSED in OPEN COUNCIL this 17th day of September, 2021.

REEVE

CLERK

**THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO
BY-LAW No. 21-**

**To appoint members of Council to The Archipelago Area
Planning Board when a vacancy occurs**

WHEREAS pursuant to Section 9 (2) of the Planning Act, R.S.O. 1990, c. P13, the Minister of Municipal Affairs and Housing, under Ontario Regulation 99/97, established The Archipelago Area Planning Board as of March 26, 1997;

AND WHEREAS pursuant to Sections 9 (3) and 9 (4) of the Planning Act, R.S.O. 1990, the council of each municipality shall appoint to the planning board the number of members specified by the Minister and the term of office of the members appointed by the council of each municipality shall hold office for the term of the council that appointed them;

AND WHEREAS Section 14.1 (7) states that if a vacancy occurs from any cause, the council shall, as soon as possible, appoint a member of its council to the municipal planning authority who shall hold office for the remainder of the unexpired term;

NOW THEREFORE BE IT ENACTED as a By-law of the Council of the Corporation of the Township of The Archipelago as follows:

1. That, due to the vacancy which occurred by the departure of Grant Walker, _____ is hereby appointed to the Planning Board to hold office for the remainder of the unexpired term.
2. This By-law shall come into force and take effect on the day of the final passing thereof.

READ and FINALLY PASSED in OPEN COUNCIL this 17th day of September, 2021.

REEVE

CLERK

**The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO**

By-Law No. 21-

Being a By-law to authorize the Chief Administrative Officer to execute a Participant Agreement between Her Majesty the Queen, in Right of Ontario as represented by the Minister of Natural Resources and Forestry acting through the Director of Mapping and Information Resources Branch and the Corporation of the Township of The Archipelago

WHEREAS pursuant to the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may pass by-laws respecting matters within its jurisdiction;

AND WHEREAS the Council for the Township of The Archipelago deems it appropriate to enter into a participant agreement with the Province for the acquisition of 2021 aerial imagery through the Ontario Imagery Strategy;

NOW THEREFORE BE IT ENACTED as a By-law of the Council of the Corporation of the Township of The Archipelago as follows:

1. That the Manager of Corporate Services is hereby authorized to execute and affix the Corporate Seal to a Participant Agreement between Her Majesty the Queen, in Right of Ontario as represented by the Minister of Natural Resources and Forestry acting through the Director of Mapping and Information Resources Branch and the Corporation of the Township of The Archipelago;
2. That this By-law shall come into force and take effect on the day of the final passing thereof.

READ and FINALLY PASSED in OPEN COUNCIL this 17th day of September, 2021.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

Pb Agreement

THIS PARTICIPANT AGREEMENT (the “Participant Agreement”) made in duplicate, is effective as of **July 29, 2021**

BETWEEN:

**Her Majesty the Queen in right of Ontario,
as represented by the Minister of Northern Development, Mines, Natural Resources and
Forestry**

(hereinafter referred to as the “Ministry”)

AND:

The Corporation of the Township of The Archipelago

(referred to as the “Participant”)

WHEREAS in 2011, the Ministry developed its Ontario Imagery Strategy, to help guide the Province and participating organizations towards a predictable refresh cycle for the acquisition of leaf off (spring) imagery, entailing the acquisition, storage and management of high resolution imagery in southern Ontario, parts of central Ontario and parts of northern Ontario further to the Project, to be implemented through five phases;

AND WHEREAS the participating organizations herein referred to as “the Participants”, including the Ministry and Participant, agreed that the Ministry would assume the role of issuing the procurement for the selection of the supplier for the Project, contract management with such supplier, to act as liaison with the supplier and Participants; and to coordinate the creation of the deliverables provided by the supplier to the Ministry and their distribution, as licensed products to the Participants, pursuant to their respective participant agreements with the Ministry;

AND WHEREAS the Ministry issued a Request for Proposal (“RFP”) dated September 11, 2017 for the Project; and as a result of such RFP, the Ministry entered into the agreement (“Supplier’s Agreement”) as of January 26, 2018, with Aeroquest Mapcon Inc. (“Supplier”), in which the Supplier agreed to create and provide the Deliverables that include orthophotography and associated products including the Intellectual Property Rights created in the Deliverables in five phases for the Project;

AND WHEREAS pursuant to the Supplier’s Agreement and for ease of distribution of the Deliverables among the Participants referable to their respective geographic areas, the Ministry shall be the owner and custodian of the Deliverables;

AND WHEREAS the Queen’s Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Deliverables and has delegated to the Ministry its authority to sign the Participant Agreement;

AND WHEREAS this phase of the Project is the fourth phase in respect of the geographic region of central Ontario;

AND WHEREAS the Participant wishes to have use of the Deliverables described herein as the “Licensed Products”, and has agreed to enter into the Participant Agreement;

NOW THEREFORE the Ministry and Participant agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Defined Terms

When used in the Participant Agreement, the following words or expressions have the following meanings:

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“Claim” means any liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

“Deliverables” means everything developed for, or provided to, the Ministry by the Supplier in the course of performing under the Supplier's Agreement for this Phase of the Project or agreed to be provided to the Ministry under the Supplier's Agreement, and includes the Licensed Products;

“Derivative Product” means a digital, GIS compatible, output file created or developed by the Participant or any authorized end user that utilizes the spectral signatures, quality and spatial resolution of any of the Licensed Products to identify, interpret, classify and delineate certain spatial features for the purposes, *inter alia*, of mapping new information, updating current databases, creating map products and publications using the Licensed Products and conducting GIS analysis and modeling for development and creation of other works, but a Derivative Product shall not include any of the pixel values in the original underlying Licensed Product;

“Effective Date of the Licence” means the later of the date on which the Participant's Contribution is paid in full or the date the Licensed Products have been received by the Participant;

“Emergency” means a situation or an impending situation, that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;

“Flight Deliverables” means that portion of the Deliverables that are listed in Schedule 1 referable to the Participants geographic area(s) shown on the map as Schedule 2 that are to be delivered to the Participant by the Ministry within 60 days after the conclusion of the imagery acquisition flight by the Supplier;

“Force Majeure” has the meaning set out in section 7.7;

“GIS” means “geographic information system”;

“Geospatial Web Service” or “GWS” refers to any online resource that can be utilized by user(s) directly, through desktop software, or indirectly, through web-based applications to find, access and sometimes manipulate (collectively referred to as “consume”) data of interest on the web dynamically from a distributed network. By way of description but not to limit the generality of the foregoing, GWS is designed to collect data once and update or edit such data in real time. Geospatial Web Service is tightly coupled to a geospatial data set; in effect allowing the use of data without requiring a local, physical, copy of the data. For example, with GWS, a map, data or other products can be displayed, used and manipulated in a geospatial environment;

“HST” refers to Ontario’s Harmonized Sales Tax;

“Intellectual Property Rights” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“Licence” means the licence in respect of the Licensed Products granted to the Participant by the Ministry, in accordance with the Participant Agreement;

“Licensed Products” means that portion of the Deliverables that are listed in Schedule 1 referable to the Participant’s geographic area(s) shown on the map attached as Schedule 2, that are to be delivered to the Participant by the Supplier in accordance with the Supplier’s Agreement and to which the Ministry is granting a licence to the Participant, in accordance with the Participant Agreement.

“Ministry Address” and “Ministry Representative” mean:

Ministry Representative:

Name: **Larissa Mathewson-Brake**
 Title: **Director**
 Organization: **Ministry of Northern Development, Mines, Natural Resources and Forestry**
Corporate Management and Information Division
Mapping and Information Resources Branch
 Address: **300 Water Street, Peterborough, ON K9J 3C7**
 Phone: **(705) 755-2158**
 Email: **larissa.mathewson-brake@ontario.ca**

Primary Contact for the Ministry:

Name: **Bryce Matthews**
 Title: **Mapping and Geomatics Project Manager**
 Organization: **Ministry of Northern Development, Mines, Natural Resources and Forestry**
Corporate Management and Information Division
Mapping and Information Resources Branch
 Address: **300 Water Street, 2nd Floor N, Peterborough, ON K9J 3C7**
 Phone: **(705) 755-2243**
 Email: **bryce.matthews@ontario.ca**

“Ontario Shared Services” means a part of the Ministry of Government Services that provides financial transactional services to the Ministry;

“Participant Address” and **“Participant Representative”** mean:

Participant’s Representative:

Name: John Fior
Title: *Chief Administrative Officer*
Organization: Township of The Archipelago
Address: 9 James Street, Parry Sound, Ontario P2A 1T4
Phone: (705) 746-4243 ext.303
Email: jfior@thearchipelago.on.ca

Primary Contact for the Participant:

Name: Joe Villeneuve
Title: Manager of Corporate Services
Organization: Township of The Archipelago
Address: 9 James Street, Parry Sound, Ontario P2A 1T4
Phone: (705) 746-4243 ext.320
Email: jvilleneuve@thearchipelago.on.ca

“Participant’s Contribution” means the sum to be paid to the Ministry by the Participant for its use of the Licensed Products, being **\$20,277.88**, and HST, where applicable, in accordance with the Participant Agreement, and is subject to adjustment as provided in section 2.2 and section 2.3. The Participant’s Contribution is calculated to share the cost of planning, acquisition and delivery of digital orthophotography and associated Deliverables for the Phase and shall be paid in two installments as provided in section 4.4, to share in the obligation of payments made to the Supplier, in accordance with the Supplier’s Agreement;

“Participants” means those organizations, including the Ministry and Participant that has agreed to participate in this Phase;

“Party” means either of the Ministry or the Participant and **“Parties”** means both of them;

“Performance Warranty Expiry Date” is the second anniversary of the date that the Supplier has provided the last Deliverable for this Phase of the Project and is the date by which the performance warranty in the Supplier’s Agreement shall expire for this Phase of the Project;

“Person” if the context allows, includes any individual, person, firm, partnership or corporation, or any combination thereof;

“Phase” means the fourth phase of the Project for the geographic area of central Ontario and is referred to as “COOP 2021”;

“Project” is comprised of the five (5) phases, for the planning, acquisition and delivery of digital orthophotography and associated deliverables for five respective geographic areas that encompass all of southern Ontario and selected parts of central and northern

Ontario and includes the creation of the Deliverables for, and distribution of a portion thereof to, the Participant, in accordance with the Supplier's Agreement;

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws or regulations, that now or at any time hereafter may be applicable to any of the Participation Agreement, Participant or the Licensed Products or any part of them;

"Queen's Printer" means the Queen's Printer for Ontario and any duly authorized representative thereof;

"Supplier" means Aeroquest Mapcon Inc.;

"Supplier's Agreement" means the agreement made as of January 26, 2018 between the Ministry and the Supplier and includes the RFP through which the Supplier was selected and its proposal; and

"Term" means the period of time set out in section 6.1.

ARTICLE 2 - THE MINISTRY'S ROLES AND RESPONSIBILITIES

2.1 The Ministry's principal role and responsibilities pertain to:

2.1.1 The Supplier's Agreement - The Ministry shall, for this Phase of the Project:

- a) use commercially reasonable efforts to require the Supplier to fulfill its obligations under the Supplier's Agreement, including the Supplier's obligations to correct errors or omissions in the Licensed Products;
- b) issue a rectification notice to the Supplier, in the event the Ministry receives notification from the Participant that any of the Licensed Products have been inadequately provided by the Supplier or require correction to meet the requirements of the Supplier's Agreement, provided that the Participant's notification is received by the Ministry, on or before the Performance Warranty Expiry Date;
- c) carry out its obligations in the Supplier's Agreement, including any payments to be made to the Supplier, in accordance with the Supplier's Agreement, provided the Supplier is not in default of the Supplier's Agreement;
- d) coordinate and be the point of contact on behalf of the Participants with respect to any of the matters that the Supplier has agreed to insure or indemnify in the Supplier's Agreement;
- e) ensure that the liability insurance that the Supplier is to provide in accordance with the Supplier's Agreement includes the Participant as an additional insured for this Phase of the Project;
- f) notify the Participants shortly after the Supplier has provided the last Deliverable for this Phase of the Project and confirm the Performance Warranty Expiry Date;

- g) advise the Participants in the event that the Supplier provides the Ministry with a reporting mechanism for this Phase of the Project that can be accessed by the Participants to monitor the progress of the acquisition, delivery and error correction phases of the Deliverables, and the means by which the Participant may access such reporting mechanism;
- h) forward the Participant's shapefile to the Supplier for the delivery by the Supplier of the Licensed Products to the Participant.
- i) provide the Supplier with the Participant Address for the delivery of the Licensed Products; and
- j) approve the Deliverables.

2.1.2 Coordination with the Participants - The Ministry shall be the coordinator and main point of contact for the Participants and the Supplier for this Phase. In its role of coordinator, the Ministry shall manage the various participation agreements between the Ministry and the respective Participants for this Phase. The Ministry, together with the Queen's Printer shall be the owners of the newly created Intellectual Property Rights in the Deliverables and licensee of the Supplier's Intellectual Property Rights in the Deliverables and shall grant licences to the Participants for the various licenced products through participation agreements, in the form of the Licence included in the Participant Agreement.

2.2 The Ministry shall keep the Participant informed of the progress of the Supplier in its performance and provision of the Deliverables for this Phase, including any delays or issues that would be of concern to the Participant. In particular, the Ministry shall notify the Participant as soon as is practicable of the date of notification by the Supplier to the Ministry that an event of Force Majeure has continued for a period that affects the ability of the Supplier to acquire the imagery according to the specifications in the Supplier's Agreement; the time frame for continuing with this Phase, as may be agreed to by the Supplier and the Ministry; and in the event that the delay lasts longer than a year, the Ministry shall keep the Participant apprised of any change in the associated rates provided for under the Supplier's Agreement as agreed to by the Supplier and the Ministry, with the Participant's Contribution to be adjusted accordingly.

2.3 The Ministry shall notify the Participant in the event that any of the Participants no longer wishes to participate in this Phase, together with the revised Participant's Contribution, where applicable, recalculated by the Ministry using the same arithmetic formula that the Ministry used to derive the monetary amount of the Participant's Contribution.

2.4 Where applicable, the Ministry shall invoice and collect harmonized sales tax (HST) from the Participant for the Participant's Contribution and remit same in accordance with the provisions of the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

ARTICLE 3 – THE PARTICIPANT'S ROLES AND RESPONSIBILITIES

3.1 The Participant shall:

- (a) notify the Ministry when it receives the Licensed Products from the Supplier;
- (b) meet its obligations in respect of the Licence, including paying the Ministry the Participant's Contribution and HST, where applicable in two installments as set out in Article 4 in recognition of the Minister's need to have the Participant share the significant upfront cost of the imagery acquisition flight under the Supplier's Agreement in light of the Parties' cost sharing arrangement in relation to the Phase;
- (c) receive the Licensed Products, as the referable Deliverables are approved by the Ministry, in such format provided in the Supplier's Agreement from the Supplier at the address set out in section 1 in the definition of "Participant Address" where the Licensed Products are to be delivered; and
- (d) notify the Ministry of any error or omission in the Licensed Products as soon as possible after discovery thereof by the Participant and before the Performance Warranty Expiry Date (provided discovery of such error or omission occurs before the Performance Warranty Expiry Date).

3.2 The Participant agrees that it shall not have any communications or dealings directly with the Supplier in respect of the Deliverables or any product associated with any of the Deliverables, except for receiving the Licensed Products, as provided under section 3.1.

ARTICLE 4 – THE LICENCE

4.1 Ministry's Warrantees

The Ministry represents and warrants that the Queen's Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Licensed Products and has delegated to the Ministry its authority to sign the Participant Agreement and that the Ministry is properly entitled to grant rights over such Licensed Products.

4.2 Upon the Effective Date of the Licence, the Ministry shall grant to the Participant a perpetual, non-exclusive, transferable, royalty free, fully paid, world-wide right and licence to use the Licensed Products, to:

- (a) make and distribute an unlimited number of copies of the Licensed Products, provided that prior to the date March 31, 2024 it may only do so for use internally within the Participant's organization;
- (b) create, develop, produce and distribute Derivative Products, using the Licensed Products;
- (c) where the Participant is an upper-tier municipality, the Participant may sub-license any of the Licensed Products to any lower-tier municipality that forms part of the Participant, (the upper-tier municipality), for municipal purposes (with "upper-tier municipality" and "lower-tier municipality" having their respective meanings, as set out in the *Municipal Act, 2001*, S.O. 2001, c.25, as amended from time to time. Section 4.9 (i) shall not apply to any such sub-licence;
- (d) grant sub-licenses in respect of the Licensed Products, in accordance with section 4.3 of this Agreement;

- (e) to provide, any of the Licensed Products to contracted service supplier(s) for any of the uses described in this section, provided that the Participant takes such steps as are reasonably necessary to ensure that such contracted service suppliers use the Licensed Products only for the purpose of providing the contracted service and upon completion of the contracted service dispose of the Licensed Products either by destroying them or returning them to the Participant. The Participant shall be responsible for ensuring that a contracted service supplier uses and disposes of the Licensed Products in accordance with the terms of this Participation Agreement; and
 - (f) provide the Licensed Products where and as required by any Requirements of Law.
- 4.3 The Participant may grant any Person who wishes to obtain Licensed Products from it the right to use the Licensed Products by way of a sub-licence agreement and any such sub-licence agreement shall impose upon those parties the same terms and conditions, in favour of the Ministry as are set out in the Participant Agreement, as may be applicable, which shall in any case include sections 4.6, 4.7, 4.8, 4.9, Article 5, the provision respecting the Ministry's right to terminate the Licence as provided in section 6.2; and section 6.5.
- 4.4 The Participant shall pay the Participant's Contribution and HST, where applicable, in two installments, each payable to the Minister of Finance (Ontario) and delivered to Ontario Shared Services collecting on behalf of the Ministry as follows:
 - i. \$8,111.15, which is forty percent (40%) of the Participant's Contribution, payable within thirty days (30) upon conclusion of the imagery acquisition flight by the Supplier, delivery of the associated Flight Deliverables to the Participant, and upon receipt of an invoice from Ontario Shared Services;
 - ii. \$12,166.73, which is sixty percent (60%) of the Participant's Contribution, payable within thirty (30) days of the date of delivery by the Supplier of the Licensed Products to the Participant, and upon receipt of an invoice from Ontario Shared Services.
- 4.5 The Participant acknowledges that the Licence does not constitute a transfer or assignment of copyright from the Queen's Printer of the Licensed Products and the Queen's Printer retains the copyright in full of the Licensed Products.
- 4.6 The Participant shall not alter or remove any copyright notice or proprietary legend contained in or on the Licensed Products. The Participant agrees that any embodiment of the Licensed Products permitted under the Participant Agreement shall contain the following notice ("Queen's Printer Notice"): **"INCLUDES MATERIAL © 2021 OF THE QUEEN'S PRINTER FOR ONTARIO. ALL RIGHTS RESERVED."** The Participant shall also ensure that the terms and conditions of its website include the Queen's Printer Notice for any Licensed Products (or any embodiment permitted under the Participant Agreement) posted on its website and that any Licensed Products (or any embodiment permitted under the Participant Agreement) posted or transmitted through the internet shall include the Queen's Printer Notice.

- 4.7 The Crown in right of Ontario has the sole ownership of all of the logos, brands, trade-marks and official marks of the Province of Ontario, (collectively referred to as “Provincial Marks”) and the Participant may not copy, print or display any of the Provincial Marks on any Derivative Product or promotional advertising or use any of the Provincial Marks for any purpose whatsoever, without the express written permission from the Ministry, on behalf of the Crown in right of Ontario.
- 4.8 The Participant shall not state, indicate, or imply that the Participant represents or acts as agent of the Ministry, the Queen’s Printer or Government of Ontario. This restriction shall include, but not be limited to, the use of the name of the “Ministry of Northern Development, Mines, Natural Resources and Forestry”, “Minister of Northern Development, Mines, Natural Resources and Forestry” or “Queen’s Printer for Ontario”.
- 4.9 The Ministry shall be paying the Supplier for the Deliverables in accordance with the Supplier’s Agreement and relying upon the Participants to pay the Ministry the respective Participants’ contributions in accordance with the respective participant agreements. Therefore, the Participant agrees, that during the period from the Effective Date of the Licence to the date March 31, 2024:
- (i) where it chooses to provide, sell, transfer or sub-license the use of the ortho-rectified imagery tiles of the Licensed Products, it shall do so, (other than when sublicensing pursuant to Section 4.2(d) or Section 4.2(e)), at a cost/sub-licence fee calculated at no less than \$50.00 per orthophotography tile comprising the Licensed Products, unless the Participant has obtained the prior written consent of the Ministry or in the event of an Emergency, where to do so is necessary and appropriate, and upon notice thereof to the Ministry;
 - (ii) it will not provide Geospatial Web Service to any user external to the Participant, that would afford such user with access to the Licenced Products through desktop software or the internet and the capability to consume any of the Licenced Products; and
 - (iii) it shall not acquire any of the Licensed Products or other Deliverables from the Supplier (except as provided in the Participant Agreement) or from another Participant or enter into an agreement with the Supplier or any other Participant for the use of any of the Licensed Products or other Deliverables.

Upon the expiry of the Licence on March 31, 2024, this section 4.9 shall be of no further effect. It is understood and agreed that this section 4.9 shall not apply to any Derivative Product.

- 4.10 All Intellectual Property Rights in the Derivative Products, effected by or for the Participant, shall vest in the Participant or in such Person as the Participant shall decide.

ARTICLE 5 – LIMITATION OF LIABILITY, ETC.

- 5.1 The Participant agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Participant’s liabilities under the Participant Agreement and under the general application of law. The Participant shall advise the foregoing individuals and entities of their obligations under the Participant Agreement and shall ensure their

compliance with the applicable terms of the Participant Agreement. In addition to any other liabilities of the Participant pursuant to the Participant Agreement or otherwise at law or in equity, the Participant shall be liable for any Claim arising from any breach of the Participant Agreement resulting from the actions of the above mentioned individuals and entities.

- 5.2 The Ministry's liability for any Claim arising out of or in connection with the Participant Agreement, whether arising in contract, tort (including negligence and strict liability), breach of warranty or any other legal theory, shall be limited to the amount of the Participant's Contribution paid to the Ministry by the Participant. Further, the Participant expressly waives as against the Ministry and Queen's Printer any Claim in respect of implied warranties or conditions of merchantable quality and fitness for a particular purpose of the Licensed Products and those arising by statute or otherwise in law or from course of dealing or usage of trade.
- 5.3 The Participant agrees that the Ministry, including the Minister and the Queen's Printer, any of their appointees, employees, agents, representatives and contractors, shall not be responsible to any third party for any and all Claims arising out of the Participant's (or that of its sub-licensee(s)) possession, use, disclosure or publication of the Licensed Products or Derivative Products or out of a breach of any term of the Participant Agreement by the Participant.
- 5.4 The Participant shall indemnify the Ministry and Queen's Printer, any of their appointees, employees, agents and contractors from all Claims against the Ministry and Queen's Printer, any of their appointees, employees, agents or contractors arising out of the possession or use of the Licensed Products and Derivative Products by either the Participant or any sub-licensee of the Participant, save and to the extent that any such Claim has arisen or been contributed by the negligence or gross misconduct of the Supplier or the Ministry.
- 5.5 Neither Party shall be liable for any indirect damages, including lost profits or lost opportunity costs, suffered by the other Party with respect to any Claim arising out of or in connection with the Participant Agreement, including any Claim referred to in section 5.2, section 5.3 and section 5.4.
- 5.6 Notwithstanding anything else in the Participant Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of the Participant Agreement or at any time during the Term, shall be void and of no legal effect.
- 5.7 The limitations, exclusions and disclaimers expressed in this Article 5 or elsewhere in the Participant Agreement shall apply irrespective of the nature of any Claim, including but not limited to breach of contract, negligence, strict liability, tort or any other theory of law, and irrespective of whether such Claim relates to loss of rights, loss of or damage to property, injury or death, and shall survive any fundamental breach and any termination or expiration of the Participant Agreement.

ARTICLE 6 – TERM AND TERMINATION

6.1 **Term**

The Participant Agreement is in effect from the date first written above and shall expire on the date that is three (3) years thereafter unless and until it is terminated in accordance with this Article.

6.2 **Termination for Cause**

Either Party may immediately terminate the Participant Agreement upon notice to the other Party, where the other Party's acts or omissions constitute a material breach of its obligations under the Participant Agreement, and such breach is not remedied within seven (7) days following written notice received from the non-breaching Party.

6.2.1 In addition to the foregoing, the Ministry may immediately terminate the Participant Agreement, upon written notice to the Participant, in the event:

- (a) the Participant is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Participant's insolvency;
- (b) the Participant undergoes a change in control that adversely affects the Participant's ability to satisfy some or all of its obligations under the Participant Agreement;
- (c) the Participant assigns the Participant Agreement without first obtaining the written approval of the Ministry;
- (d) any information appearing in the Derivative Products in which the Licensed Products are reproduced in whole or in part is objectionable to the Ministry, acting reasonably and the Participant has had an opportunity to remove or alter such information but has failed to do so within seven (7) days of having been provided with a written notice from the Ministry, that set out which information is objectionable; or
- (e) the business practices of the Participant or the Derivative Products in which the Licensed Products are reproduced in whole or in part jeopardize or cause loss of respect to the Ministry and/or the other Participants.

6.3 **Termination for Convenience**

Either Party may terminate the Participant Agreement at any time upon one hundred and twenty (120) days' prior notice to the other Party.

6.4 **Termination by Ministry**

In addition to the provisions of section 6.3, the Ministry may terminate the Participant Agreement, upon written notice to the Participant, in the event that the Supplier's Agreement is terminated or the work required of the Supplier for this Phase of the Project is terminated by the Ministry.

6.5 **Termination of Licence**

Upon termination of the Participant Agreement by reason that the Participant is in material breach of its obligations hereunder and such breach has not been remedied

within seven (7) days following written notice from the Ministry or any other event listed in section 6.2.1, the Licence shall also terminate. The Participant shall immediately cease using any of the Licensed Products; it shall use commercially reasonable efforts to delete and/or destroy all Licensed Products and shall provide the Ministry with written confirmation thereof.

- 6.6 No Reimbursement for the Participant's Contribution in the event of Termination**
In the event of termination of this Participation Agreement for any reason, the Ministry shall not be required to reimburse the Participant's Contribution, or part thereof to the Participant.

ARTICLE 7 – General

- 7.1** Each Party represents and warrants that it has the full right and power to enter into the Participant Agreement and there is no agreement with any other Person which would in any way interfere with the rights of the other Party under the Participant Agreement.
- 7.2** The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by law. The Parties may designate a different representative by providing notice in writing in accordance with the terms of the Participant Agreement.

The Primary Contact of each Party shall be responsible for administrative and/or technical matters as between the Parties that are associated with the Participation Agreement and/or including arranging meetings between the Parties and sending/receiving invoices and payments.

- 7.3** Any failure by a Party to insist in one or more instances upon strict performance by the other Party of any of the terms or conditions of the Participant Agreement shall not be construed as a waiver by the Party of its right to require strict performance of any such terms or conditions, and the obligations of the Participant with respect to such performance shall continue in full force and effect.
- 7.4** The Participant Agreement embodies the entire agreement between the Parties and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of the Participant Agreement.
- 7.5** If any term or condition of the Participant Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Participant Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 7.6** The headings in the Participant Agreement are for convenience of reference only and in no manner modify, interpret or construe the Participant Agreement.
- 7.7** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Participant Agreement where such delay or failure is caused by an event beyond its reasonable control ("Force Majeure"). The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar

obligations as those contained in the Participant Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that Force Majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services or lack of money or ability to pay any amounts owing under the Participant Agreement. If a Party seeks to excuse itself from its obligations under the Participant Agreement due to a Force Majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

- 7.8 Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Participant Address to the attention of the Participant Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the Party to whom such notice is given. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.
- 7.9 Any changes to the Participant Agreement shall be by written amendment signed by the Ministry and Participant. No changes shall be effective or shall be carried out in the absence of such an amendment.
- 7.10 All sections intended to survive, including without limitation Article 4.0, shall survive the expiry or termination of the Participant Agreement.
- 7.11 The Participant Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.
- 7.12 The Participant Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 7.13 The Participant Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means including portable document format "pdf" counterparts (all of which shall together constitute one and the same agreement).

IN WITNESS WHEREOF the Parties have executed the Participant Agreement for COOP 2021 imagery effective as of the date first above written.

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Northern Development, Mines, Natural
Resources and Forestry**

Name: Larissa Mathewson-Brake

Title: Director, Mapping and Information Resources Branch

The Corporation of the Township of The Archipelago

Signature

Name: John Fior

Title: ***Chief Administrative Officer***

I/we have authority to bind the Participant

SCHEDULE 1 – LICENSED PRODUCTS

Licensed Products/Deliverables – Subset

NOTE: The following Licensed Products will be provided to the Participant on appropriate media directly from the Supplier. Additional Licensed Products that are not included in this Subset of Deliverables, such as the stereo data, may be requested at a later date by contacting the Primary Contact for the Ministry.

All georeferenced Licensed Products will be delivered using the Coordinate System of:

Coordinate system(s): UTM 17_NAD83CSRS_CGVD2013_CGG2013_meters

1. Project Level Data

a. Flight_Lines

- i. Shapefiles with flight lines and way points
- ii. Includes acquisition dates of when the imagery was acquired.

b. Metadata

- i. Metadata that includes details about the project and data in .html format.
- ii. Readme Files: .txt format describing products

c. COOP2021_Participant_Tile_Index

- i. Shapefile containing the tiles selected of the area(s) of interest for an organization and will be used to “clip” a subset
- ii. Defines the geographic extent for each delivery/organization
- iii. Provided directly to the acquisition vendor by MNRF, as determined with each participating organization

2. COOP2021_20cm_8BIT_Orthophotography

a. All tiles will be labelled/named with the following convention/scheme: (Sample tile label: *1km173000487202020COOP.tiff*) --- where:

- i. *1km* – tile extent (1km x 1km)
- ii. *17* – UTM zone that the imagery is located/projected in
- iii. *3000* – truncated easting value of the lower left corner of the tile
- iv. *48720* – truncated northing value of the lower left corner of the tile
- v. *2021* – year of acquisition of the imagery
- vi. *COOP* – Project name or identifier
- vii. *.tiff* – file format
- viii. *NOTE:* other associated image related files, such as world files etc. will be included, where applicable

b. GEOTIFF

- i. Full resolution (20cm) RGBNiR geotiff tiles matching organizational area(s) of interest tile index
- ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
- iii. Separated by UTM zone, where applicable

SCHEDULE 2 - MAP DEPICTING THE GEOGRAPHIC AREA(S) OF THE PARTICIPANT

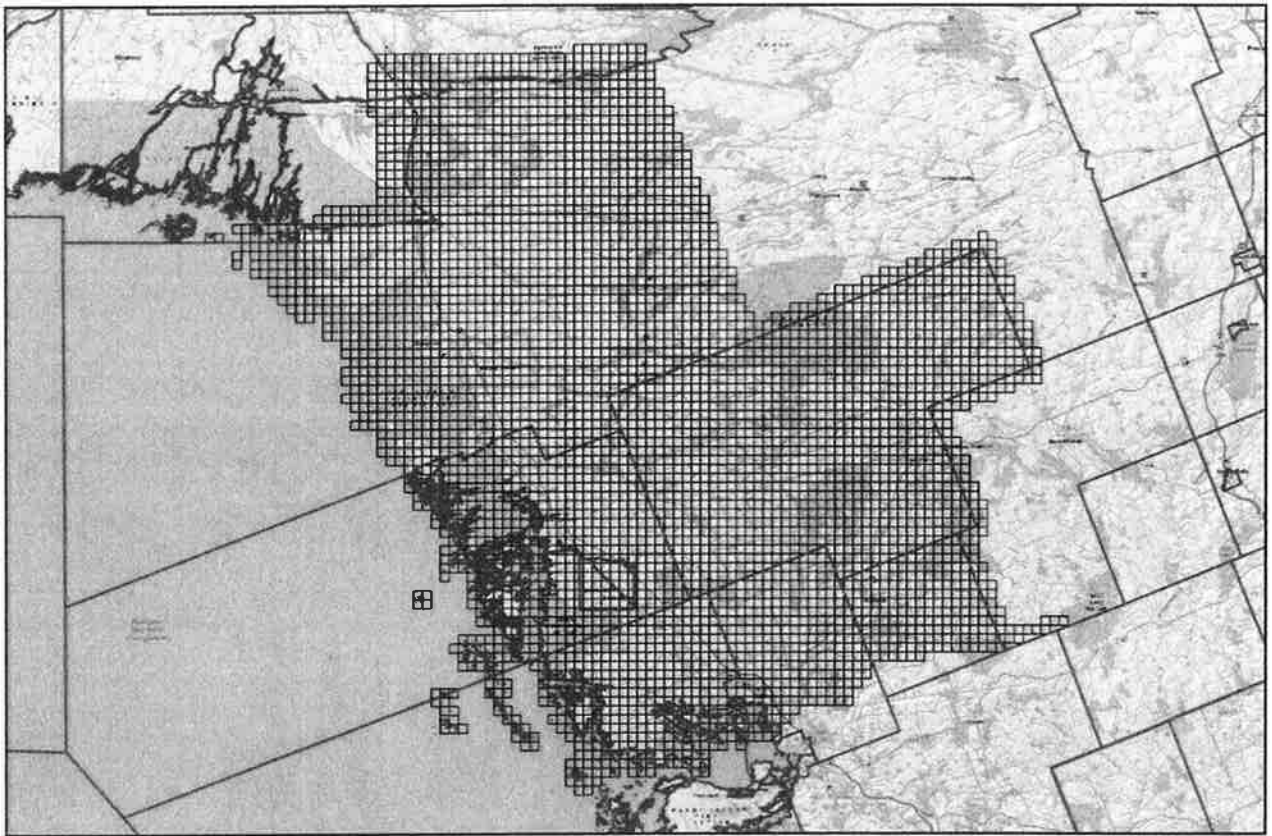
All products to be delivered in UTM Zone 17 georeferenced coordinate system

Total # km² (tiles) = 4,283

Cost per km² (tile) = \$4.7345

Total Cost: \$20,277.88

**Township of the Archipelago
COOP 2021 Tile Selection
Total Tiles: 4,283**



SCHEDULE 3 – LIST OF PARTICIPANTS

(NOTE: Participant List is subject to change after Agreement is finalized – contact the Ministry Primary Contact for clarification, if required)

Sector/Organizations

Municipal Associations/Planning Boards

- Sudbury East Planning Board
 - Sudbury East Planning Board
 - Municipality of French River
 - Municipality of Killarney
 - Municipality of Markstay Warren
 - Municipality of St. Charles
 - Burwash
 - Cox
 - Davis
 - Hawley
 - Hendrie
 - Henry
 - Janes
 - Laura
 - Loughrin
 - Secord
 - Servos
 - Street
 - Waldi
- Manitoulin Planning Board
 - Township of Assiginack
 - Township of Tehkummah
 - Municipality of Central Manitoulin
 - Municipality of Billings/Allan East
 - Municipality of Gordon/Barrie Island
 - Municipality of Burpee-Mills

Municipal

- The Corporation of the Town of Iroquois Falls
- Corporation of the Town of Kirkland Lake
- Town of Northeastern Manitoulin and the Islands
- Town of Spanish
- The Corporation of the Township of Black River – Matheson
- Township of Joly
- The Corporation of the Township of Matachewan
- The Corporation of the City of Temiskaming Shores
- The Corporation of the City of Timmins
- The Corporation of the Municipality of Temagami
- City of Greater Sudbury
- The Corporation of the City of North Bay

- The Corporation of the Municipality of Huron Shores
- Township of the North Shore
- The Corporation of the Township of Larder Lake
- Municipality of West Nipissing
- The Corporation of the Town of Blind River
- The Corporation of the Township of The Archipelago
 - Archipelago Area Planning Board
 - Township of Carling
 - Municipality of McDougall
 - Township of McKellar
 - Municipality of Whitestone

Non-Government Organizations/Agencies/Commissions (2)

- Blue Sky Economic Growth Corporation
 - Municipalities- sub-licensees:
 - Municipality of Callendar
 - Municipality of East Ferris
 - Municipality of Magnetawan
 - Municipality of Powassan
 - Town of Kearney
 - Town of Mattawa
 - Township of Armour
 - Township of Bonfield
 - Township of Calvin
 - Township of Chisholm
 - Township of Machar
 - Township of Nipissing
 - Township of Papineau-Cameron
 - Township of Ryerson
 - Township of Strong
 - Village of Burks Falls
 - Village of South River
 - Village of Sundridge
- North Eastern Ontario Communications Network Inc.
 - Municipalities- sub-licensees:
 - Township of Armstrong
 - Township of Casey
 - Township of Chamberlain
 - Township of Charlton and Dack
 - Township of Coleman
 - Township of Ewanturel
 - Township of Harley
 - Township of Hudson
 - Township of James
 - Township of Kerns
 - Village of Thornloe
 - Town of Cobalt
 - Town of Latchford

- Town of Englehart

Federal

- Environment Canada - CWS
- Natural Resources Canada - Ontario Region

First Nations

- Waabnoong Bemjiwang Association of First Nations - Tribal Council

Conservation Authorities/NGO's

- North Bay-Mattawa Conservation Authority
- Conservation Sudbury
- Nature Conservancy of Canada Ontario Region

Private Sector

- Agnico Eagle Mines Limited
- Canadian Gold Miner
- KGHM
- Sudbury Platinum Corporation
- North Bay Hydro Distribution
- Enbridge Gas Inc.
- Royal Bank of Canada
- Ontario Power Generation Inc.
- Ontario Northland Transportation Commission
- Vale Canada Limited
- Hydro One Networks Inc.

Corporation of the Township of The Archipelago



**MINUTES
SPECIAL MEETING OF COUNCIL**

**September 9, 2021
9 James Street, Parry Sound, Ontario
Via Zoom Meeting**

Council Members Present: Reeve: Bert Liverance
Councillors: Greg Andrews Ward 1
Laurie Emery Ward 1
Peter Frost Ward 2
Earl Manners Ward 3
Scott Sheard Ward 3
David Ashley Ward 4
Alice Barton Ward 4
Rick Zanussi Ward 4
Ian Mead Ward 5
Vacant Seat Ward 6

Staff Present: John Fior, Chief Administrative Officer
Maryann Weaver, Clerk
Joe Villeneuve, Manager of Corporate Services
Greg Mariotti, Manager of Operational Services
Erin Robinson, CFO/Treasurer

1. CALL TO ORDER

The meeting was called to order at 4:04 p.m., and commenced with the singing of the National Anthem, Roll Call, and a Traditional Land Acknowledgement Statement.

2. APPROVAL OF AGENDA

21-142

**Moved by Councillor Manners
Seconded by Councillor Mead**

NOW THEREFORE BE IT RESOLVED that the September 9, 2021 Special Council Meeting Agenda, be approved.

Carried

3. CLOSED MEETING

21-143

**Moved by Councillor Manners
Seconded by Councillor Ashley**

NOW THEREFORE BE IT RESOLVED that Council move into a CLOSED MEETING at 4:11 p.m., pursuant to Section 239(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, to deal with a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

i) **West Parry Sound Recreation and Culture Centre.**

Carried.

OPEN MEETING

21-144

**Moved by Councillor Frost
Seconded by Councillor Mead**

NOW THEREFORE BE IT RESOLVED that Council move out of a CLOSED MEETING at 5:25 p.m.

Carried.

4. OTHER BUSINESS

West Parry Sound Recreation and Culture Centre - Revised Joint Municipal Service Board Agreement

Councillor Andrews requested a recorded vote.

21-145

**Moved by Councillor Zanussi
Seconded by Councillor Barton**

WHEREAS there have been amendments to the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement (Partnership Agreement) since Council initially approved the Wellness Centre and Pool Committee (WCPC) recommendations in December 2020; and

WHEREAS addressing the impact of McKellar's and Whitestone's recent decisions are not reflected in the attached Partnership Agreement; and

WHEREAS all six (6) municipalities must agree on the Partnership Agreement; and

WHEREAS the objective is to finalize the Partnership Agreement prior to September 10th so the ICIP Funding Agreement can be executed by September 10th by the Joint Municipal Service Board, if the date is not extended;

NOW THEREFORE BE IT RESOLVED that Section 1.(e)ii. of the Partnership Agreement be amended to reflect that the vote of the Township of The Archipelago has a weight of two (2);

AND FURTHER BE IT RESOLVED that subject to all area municipalities participation, with the exception of Whitestone, the Council of the Township of The Archipelago hereby approves the revised West Parry Sound Recreation and Culture Centre Municipal Joint Municipal Services Board Agreement, substantially in the form as attached, to the satisfaction of the Reeve and the CAO.

Yea

Councillor Manners
Councillor Sheard
Councillor Ashley
Councillor Barton
Councillor Zanussi
Councillor Mead
Councillor Emery
Councillor Frost
Reeve Liverance

Nay

Councillor Andrews

Carried.

**West Parry Sound Recreation and Culture Centre- Appointment to Joint
Municipal Service Board**

21-146

**Moved by Councillor Ashley
Seconded by Councillor Frost**

NOW THEREFORE BE IT RESOLVED that Council hereby appoint Reeve Bert Liverance as a member of the Joint Municipal Service Board and Councillor Rick Zanussi as an alternate member of the Joint Municipal Service Board.

Carried.

5. BY-LAWS

**West Parry Sound Recreation and Culture Centre - Joint Municipal Service
Board Agreement**

2021-45

**Moved by Councillor Emery
Seconded by Councillor Sheard**

That By-law Number 2021-45, being a By-law to authorize the execution of a West Parry Sound Recreation and Cultural Centre Joint Municipal Services Board Agreement for the purpose of acting as an agent on behalf of the Municipalities, in the constructing, maintaining, and operating of the West Parry Sound Recreation and Cultural Centre, be read and finally passed in Open Council this 9th day of September, 2021.

Carried.

6. CONFIRMING BY-LAW

2021-46

**Moved by Councillor Andrews
Seconded by Councillor Manners**

That By-law Number 2021-46, being a By-law to Confirm the Proceedings of the Special Meeting of Council held on September 9, 2021, be read and finally passed in Open Council this 9th day of September, 2021.

Carried.

7. ADJOURNMENT

21-147

**Moved by Councillor Ashley
Seconded by Councillor Mead**

NOW THEREFORE BE IT RESOLVED that the Special Meeting of Council held on September 9, 2021, be adjourned at 5:29 p.m.

Carried.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

Terry Forth

Skills:

- Exceptional creative problem solving
- Honesty and Transparency
- Top-down systems approach to issues
- Collaborative relationship builder
- Adapt well to changing demands

Experience:

Vice President, Kapikog Lake Cottagers Association

Aug. 2021 – present

- Already reached out in person to approx.. 25% of the constituents to spread the message on boating safety, but also ask what is important to them about their cottage experience
- Requested to review financials over the past 3 year term, in order to understand what has been done, at what cost, and how successful these activities were, to help inform future Association objectives
- Plan to suggest initiating a Facebook Group to members, to help foster a better sense of community among the cottagers

Family Cottage Build, Kapikog Lake

Acting General Contractor and Carpenter

Aug. 2017 - present

- Prepared numerous design concepts for a contemporary cottage
- Consulted with several architects and builders
- Handled all preparatory work prior to concrete footing/pier forms (ie change from pole to underground 200A electrical service, existing building disassembly, driveway alterations/expansion along with the site excavation - down to bedrock)
- Provided numerous design concepts and collaborated extensively with Custom Furniture provider for most furniture items, kitchen cabinets and bathroom vanities

- Continued build from framing stage on (ie all siding, soffit, drywall, etc.) myself due to builder issues

Litens Automotive Group (Tier 1 Automotive Supplier), Woodbridge

Senior Design Engineer & Customer Liaison
1992-2017

- Identified and secured numerous opportunities at various international OE Automotive Manufacturers (individual project annual revenue of up to US\$40M/annum each)
- Established strong and enduring customer relationships (up to the Engineering Manager Level) that were particularly valuable at the critical stages of these projects
- Utilized 'Systems Approach' to solving customer issues (ie opportunities)
- Top-down approach often either led to new business opportunities, and/or influenced new product technologies for employer
- Authored SAE paper which achieved International Journal of Engines designation, with Dr. Steve Russ (Ford Motor Company) listed as a co-author
- Senior Release Engineer for numerous patented (first-to-market) products and successfully launched passenger vehicle engine components and systems to high volume production (ie Direct Drive Water Pump at Ford NAO, TorqFiltr at Mercedes Benz, etc.)
- Lead numerous Value Engineering, Failure Analysis and Manufacturing System Optimization projects
- Often worked with and/or lead international corporate teams, suppliers and customers to achieve repeated successes
- Provided key engineering support for many supplier quality system audits (ie PSO and QS/ISO) both in North America and abroad

Education

University of Waterloo, Bachelor of Applied Science (B.A.Sc.)
Mechanical Engineering (CO-OP 5 yr. program)

1987-1992

- All non-technical electives were taken in Economics
- 2 work terms at an Engineering Consulting firm as a Car Accident Reconstructionist
- Also worked at Porsche's Research & Development facility in Weissach, Germany

Volunteer Efforts

Upper Yonge Daycare, Toronto

Director

Aug 2011 – May 2013

Was asked to serve on this board after my children had graduated to help broaden the boards area of expertise - they were mostly lawyers and financial executives at the time.

Litens Summer & Winter Soccer, Woodbridge

Organizer

1999 – 2016

- Handled all administrative tasks including collecting fees, paying for field rentals, along with any player issues

North Toronto Soccer Association, Toronto

Coach Girls House League Soccer

2008 – 2013

References available upon request – see
[linkedin.com/in/terry-forth](https://www.linkedin.com/in/terry-forth) for more detailed info

Please note that 2 of the 4 references listed on my
LinkedIn profile are from past customers

My Background as it relates to Ward 6 Councillor Position

Sept. 16, 2021

My story starts before the Archipelago was formed, when my parents decided to purchase what is now our property at the Kapikog Lake Crown Land Auction in 1966. It was my dad who drove this purchase, as he was born and raised in Canada, and actually worked as a fishing guide (for sturgeon) in Kenora, before moving to London, where he met my mom. He felt that his life wouldn't be complete if he didn't have a place where he could be in touch with nature. They waited two years (they had purchased our family home in the same year, and couldn't afford to do both at the same time) to build the original cottage in 1968; the year that I was born. Fortunately, my mother was able to spend entire summers up here with my older brother and sister and I, when we were kids.

Life is about experiences, and many of my favourite ones, both as a child and an adult, have happened while I've been at our cottage.

One of my fondest memories as child, was when my dad took the family to Moon River Falls for the first time. This involved quite the process in the early to mid seventies, as it entailed taking our boat out of Kapikog Lake and trailering it over to Healey Lake, as you couldn't drive directly to Moon River Marina in those days, since Healey Lake road didn't even exist then. My Dad then navigated our boat to the west end of Healey, where my he had heard about an old guy with a beard that occasionally (depending on if he was sober) towed a one-size-fits-all boat trailer with an old tractor, on a goat path that existed between Healey and what is now the end of Sunset Pt. Rd. I was able to share this experience on a recent birthday, when I took my wife and kids there for their first time (via canoe though – the goat path between Healey and Woods Bay is much better now!) along the same route, except that we portaged over the dam between Kapikog/Healey this time.

Our cottage has become much more than just a summer experience for me.

It wasn't until after we had purchased the family cottage from my mother in 2008 (my dad had passed in 1986), that we started staying up here later in the season. My original family used to open on Victoria Day, and close-up on Thanksgiving, with only the occasional winter visit. However, once my wife and I decided to build a new cottage, we began staying up later and beginning the next season earlier in order to get our projects completed.

This was when I really started to grow my appreciation for the beauty that this area has to offer, in addition to how fortunate we were that my dad picked the lot he did, along the south shore of Kapikog Lake, with what seems like an endless 'backyard' that runs about 20 km before it ends (where Moon River runs under Hwy 400). I now hike and/or portage through this entire area (late August until early May) from Payie Lake to the east, to Park Lake in the south, and of course with Moon River Falls (we portage across the top of Eagle to Kenney and then hike the rest of the way) defining the west side of 'my' backyard. I consider myself so fortunate that the MNR (I'm assuming) decided to protect this area that is at my doorstep. I guess that it probably has something to do with the fact that our water chain starts in this area, with Kapikog Lake representing the top of the inhabited lakes in this chain, that then runs through Healey and finally into Georgian Bay.

As a result of the decision to take on the cottage construction activities myself, I've been spending about 90% of my time at our cottage, over these past five years. Keeping very active over this period, I can also be found paddle boarding and/or kayaking around the perimeter of our lake as well as cycling to Woods Bay via Kapikog and Healey Lake Roads, both at least once/week typically from early June until late September. In the winter months, I cross-country ski the full length of our back road, snowshoe as far as Park Lake and Vaughan Lakes, and on the very odd occasion, when the stars align (ie we get a cold snap during the spring thaw), I skate around our lake.

I have found that being active outside, is one of the best ways to get to know your community.

In the summer months at least, these activities have really helped me get to know other cottagers on our lake, since cottagers tend to keep to themselves in general. In fact, ever since our service roads were put in, cottagers tend to act more like satellites in the same universe than they do fellow cottagers sharing a common lake (ie in a community). I would like to foster a greater sense of community in my role on the Lake Association by speaking and listening to as many cottagers as possible over the next year, as well as in the potential role as Councillor, which would then include Healey as well. I have already begun this process by paddle boarding and then canoeing around the west side of Kapikog Lake to provide a boating guideline that our Association wanted to share with the Lake. I spoke with roughly 30 of the 50 cottagers that we had delivered the mailer to. I have found that communities tend to care more about the greater good, than the people who are simply focused on their immediate needs.

Our cottage build story got much more complicated than I had wanted it to be!

Although our initial idea with the cottage/house idea, was to simply add an 8' extension onto the original 24'X32' building (because the original building had zero storage!) after purchasing it from my mom, we started realizing that there were a lot of issues with this building, aside from its 45 year age (at that time). This fact, along with our growing love and my sentimental attachment to the area, as well as my feeling that Toronto housing prices made less and less sense, resulted in our decision to go all-in on the cottage project, to the extent that we would allocate our 'house' savings towards a new cottage build instead. This did take some adjustment on my wife's side, as she did not have any cottage experience as a child, and many of our friends thought that we were nuts to buy a cottage instead of a house. Let's just say that her appreciation of the area made up for 'lost' time!

Since we had decided to invest a large amount of time and money into this idea, along with the fact that our lot enjoys about 200 degrees of sightline (centred about where the sun sets in July), we decided to engage an architect. Interestingly leading up to this point, the building design that I had been most attracted to, were contemporary cottages from the Archipelago of Stockholm, in Sweden. I say interestingly, because it is the only other area that I'm aware of that looks very similar to the exposed rock that we enjoy on the east shores of Georgian Bay. Additionally, the point of these designs is to minimize any stylistic details, that would otherwise take away from these beautiful surroundings. To that point, in my original email to the architect, I stated that my ideal cottage would be near invisible from the outside, and that you wouldn't know that you were in one, from the inside. It didn't of course quite meet that ideal, but it does follow this principal, along with the spirit of the Official Plan as well.

Unfortunately, many things didn't go quite the way I had intended, in that after dealing with two 'problematic' builders, I decided to take a 'break' in my career in 2017, to finish the build myself. Let's just say, that one of the many things that I have learned along the way, is how difficult it is to master some of these skills (well, at least as a perfectionist!), and that I had gained a greater appreciation for the other cottagers who are trying to do the same and/or having their dream cottage built by others. I also plan to apply for a minor variance, so I am becoming quite familiar with the permitting process of the Archipelago.

One of the many lessons I that I have learned, is to focus my energy on issues where I can have an influence.

This is one of the reasons that my wife and I had decided to volunteer on the Kapikog Lake Cottagers Association earlier this year (as VP and secretary). Unfortunately, in comparison to other volunteer boards and activities that I have participated on in the past, I was rather surprised to encounter a distinct lack of transparency, along with a rather hierarchical structure. I trust that the Archipelago is more open and collaborative in nature. In a way, I guess that it come as no surprise that I have decided to volunteer on our lake association, as my dad was one of the original Presidents and founders. He was instrumental, along with Grant Walker in having our service road put in, by collecting the money from the many young cottagers to do so.

I find this area unique in both its rugged rocky aesthetic, as well as by the abundant presence of nature, particularly that which has been preserved through Crown lands, along with other protected areas.

There is both literally and figuratively a fork in the road as one exits the north side of Barrie.

Highway 11 has gas stations and RV sales centres one after the other, as well as some dilapidated buildings, whereas the highway 400 extension has farm fields and forests blending into cottage country, with Georgian Bay first introducing itself at Waubaushene. In fact, this contrast is similar in a way to what is experienced further north on either side of Lake Joseph Rd., where there are both the figurative and physical train tracks between the Archipelago/Georgian Bay and Muskoka regions. This should come as no surprise to anyone who has read the Official Plan, where the clear intent is to preserve the natural aesthetic that defines this area, over any further development. I remind my wife of this fact every time she asks why they don't allow our road to be plowed. In all fairness, I have compromised with her by purchasing our first snowmobile two winters ago!

Lastly, I wanted to touch on change that I have been noticing on our lake, and that I believe is occurring in this area in general.

I feel that this is a critical time for us to play close attention to what is happening around us, and that we make every effort to share the message about what makes our area so unique, and that we don't want to lose these ideals for the sake of short-term benefit of some individuals. More specifically, as the original cottages on Kapikog Lake are now well over 50 years old (and >60 on Healey), many have already, or are in the process of being heavily renovated or torn down and rebuilt. In many cases, the original owners and families have sold, and new families have been moving in. On Kapikog Lake, there was a record 6 sales this spring alone. The most I ever recall in the past was maybe 3 per year. More telling was that all of these except for one were sold in a few days, and for well over asking price (the one two doors over from us sold in 3 days for 43% over asking on Father's Day!). It would appear that the demographic of recent buyers is noticeably different than the existing owners. I have made a point of reaching out to most of these new owners to welcome them to our community, sharing some of the history, and listening to their aspirations.

Another change that I have noticed over the past few years on Kapikog Lake, is that there is an ever-growing number of cottagers that have decided to offer short-term rentals. I am concerned with the fact that some cottagers don't appear to provide any guidelines to their renters in terms of what most would consider neighbourly behaviour. In all fairness, other cottagers who rent out have been making this effort, and as a result, have avoided the resulting issues of loud music, reckless boat activity and trespassing on neighbouring properties, etc. I am keenly interested to see what the Archipelago's position is on short term rentals, as other neighbouring regions are reviewing whether, or not they will continue to allow it.

If granted this position, I will make every effort to reach out to cottagers on Healey Lake, as I have already partially done on Kapikog.

Page 2 of 2

Dan MacLeod – Application/Presentation for Councillor of Ward 6

Hello, I am Dan MacLeod, and I would like to thank you for accepting my application for Councillor.

Ward 6 is an important part of my life. My grandparents purchased land on Healey Lake in 1951 and shortly after, they built a family cottage. I came up in 1955.

Over the years, I participated and volunteered in Healey Lakes events. I became President of the Healey Lake Property Association and held this position for 9 years. To date I am still involved in the Associations meetings and activities.

In 2019, I made Healey Lake my permanent residence and in July 2020, I retired from Ontario Power Generation, after 21 years of service.

I love the community I now live in. I am a member in good standing with Mactier's Lions Club and I work part-time in MacTier's Home Hardware.

I have seen growth in Ward 6, and I collaborated with Grant Walker on issues concerning Healey Lake.

I want to assure you that I am a strong team player and look forward to working with other councillors and representatives of our Township.

I acknowledge that I will be the representative for the people of Ward 6.

I understand the Townships structure and I have knowledge of issues for this area. The Township has Wards and Neighbourhoods, which works very well, considering the size and differences.

I feel qualified for this position, as I have a working knowledge of Provincial Government processes and procedures. Though out my career, I worked with Federal agencies, such as Transport Canada, including Hazmat, Canadian Nuclear Safety Commission, and Canada Border Services Agencies. I managed multimillion dollar budgets in Logistics and Customs. I converted OPG's manual transportation process to a computerized third-party logistics system, which allowed me to manage by exception.

While collaborating with committees and volunteers on Healey Lakes Association, I helped developed and implement the Healey Lake website, all facets of the Executive including Marketing and running of the annual Regatta. Today, I look after the water testing program.

I plan to work with constituents on issues and workable bylaws that may come up for discussion, while protecting the integrity of the Township. I plan to protect our Natural Resources from pollution and overuse. I also plan to maintain our Recreation Heritage.

I will update my constituents on the Townships By-laws and legislations that are in situ, through a website, emails, personal conversation, and/or attendance at local meetings. I would welcome public discussions around issues associated with the Township.

I will keep to the rule of – Value for Money; don't spend needlessly, but on goods and services that are warranted.

In conclusion, I have a history, knowledge of the area and structure. I waited until I retired, so I can devote my full attention to this position. I will be an active councillor in Ward 6, where I can learn and

understand their concerns, and attend/participate in their events. I have a strong work ethic and will be willing serve on committees and bring any issues to council brought forth by my constituents.

Thank you for your time and I look forward to serving.

2022 Council Meeting Schedule

Committee of the Whole 9:15 a.m.	Council Meetings 9:15 a.m.	Notes
January 13 th	January 14 th	New Year's Day – Sat., Jan. 1 st ROMA – Jan. 23 rd –25 th
February 17 th	February 18 th	Family Day – Mon., Feb. 15 th OGRA – Feb. 27 th - Mar. 2 nd
March 10 th	March 11 th	March Break – Mar 11 th – 18 th
April 21 st	April 22 nd	Good Friday – Fri., Apr 15 th Easter Sunday – Sun., Apr. 17 th Easter Monday – Apr. 18 th
May 19 th	May 20 th	Victoria Day – Mon, May 23 rd FONOM – May 9 th -11 th –North Bay
June 16 th	June 17 th	GLSLCI - TBA
July 21 st	July 22 nd	Canada Day – Fri., July 1 st
August 18 th	August 19 th	Civic Holiday – Mon, August 1 st AMO – Aug 14 th -17 th
September 15 th	September 16 th	Labour Day, Mon., Sept 5 th National Day for Truth & Reconciliation, Fri., Sept 30 th
October 20 th	October 21 st	Thanksgiving – Mon., Oct 10 th
November 17 th	November 18 th	Remembrance Day, Fri., Nov 11 th
December 15 th	December 16 th	Christmas – Sun., Dec 25 th

As per the Procedural By-law, Council meetings will be scheduled on the Friday following the third Thursday of each month. Committee of the Whole Meeting will be held the Thursday prior to the Council Meeting. **Dates shown in red deviate from this prescribed schedule due to holidays.**

The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO

By-Law No. 2021-

Being a By-law to authorize the Chief Administrative Officer to execute a Participant Agreement between Her Majesty the Queen, in Right of Ontario as represented by the Minister of Natural Resources and Forestry acting through Mapping and Information Resources Branch and the Corporation of the Township of The Archipelago

WHEREAS pursuant to the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may pass by-laws respecting matters within its jurisdiction;

AND WHEREAS the Council for the Township of The Archipelago deems it appropriate to enter into a participant agreement with the Province for the acquisition of 2021 aerial imagery through the Ontario Imagery Strategy;

NOW THEREFORE BE IT ENACTED as a By-law of the Council of the Corporation of the Township of The Archipelago as follows:

1. That the Chief Administrative Officer is hereby authorized to execute and affix the Corporate Seal to a Participant Agreement between Her Majesty the Queen, in Right of Ontario as represented by the Minister of Natural Resources and Forestry acting through the Director of Mapping and Information Resources Branch and the Corporation of the Township of The Archipelago;
2. That this By-law shall come into force and take effect on the day of the final passing thereof.

READ and FINALLY PASSED in OPEN COUNCIL this 17th day of **September, 2021**.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk