

REVISED AGENDA

REGULAR MEETING OF COUNCIL



Friday, June 18, 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)

- ❖ The Committee of Adjustment will meet at 1:00 p.m. to consider one application.

1. CALL TO ORDER

- ❖ **Moment of Silence – To honour the 215 Indigenous children whose remains were discovered at a former residential school site in Kamloops B.C.**

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

2. DISCLOSURE OF PECUNIARY INTEREST

3. MINUTES OF THE PREVIOUS MEETING

- i) **Regular Meeting Of Council- May 21, 2021**

Pages: 38-45

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

ii) **Committee of the Whole Meeting – April 8, 2021**

Pages: 46-50

- 21- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Committee of the Whole Meeting held on April 8, 2021, be approved.

iii) **Special Meeting Of Council**

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

iv) **Committee of the Whole Meeting**

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

4. **DEPUTATIONS**

10:30 a.m. **Art Coles, on behalf of Lynne Gregory, Belvedere Board Representative- Update**

Pages: 1-3

10:50 a.m. **Dave Van Kerrebroeck & Daren Crawford, Otter Energy Options for installation of solar panels**

Pages: 51-73

5. **CLOSED MEETING (9:15 a.m.)**

- 21- **NOW THEREFORE BE IT RESOLVED** that Council move into a CLOSED MEETING at _____ a.m./p.m., pursuant to Section 239(2)(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.

i) **Canadian Pacific Railway North Shore Crossing**

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: 4

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

12. **REPORT OF TASK FORCES/COMMITTEES**

- **FINANCE AND ADMINISTRATION**



i) Burial of Children at the Kamloops Indian Residential School

- 21- **WHEREAS** the horrific discovery of 215 children buried at the Kamloops Indian Residential School in Tk'emlúps te Secwépemc First Nation territory is a stark reminder of the profound and lasting impacts of Canada's residential and day school systems on Indigenous peoples, as well as the need for meaningful action as we work towards truth, justice and reconciliation; and

WHEREAS the Council for the Township of The Archipelago (TOA) are profoundly saddened and angered by this tragic news, and understand that the death and disappearances of children from residential schools were well known and yet rarely acknowledged or accepted by Canadians; and

WHEREAS The Township of The Archipelago is situated within Anishinaabek Territory, and both the Robinson-Huron Treaty of 1850 and Williams Treaty of 1923; and

WHEREAS the Truth and Reconciliation Commission of Canada (TRC) revealed the heartbreaking details of the role that residential schools played in the history of Canada and the tragic legacy that continues today.

AND WHEREAS the Kamloops Indian Residential School is but one of many unmarked burial sites associated with residential schools across Canada;

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago stands with all survivors of residential schools, with the Tk'emlúps te Secwépemc people, and with all First Nations communities whose children attended the school and suffered such unimaginable loss;

FURTHER BE IT RESOLVED that Council for the Township of The Archipelago requests the federal and provincial governments take action now on all 94 of the

Calls to Action of the TRC, with particular attention to Calls 71 to 76, including funding and co-ordinating support for First Nations, Inuit, and Métis communities to locate, commemorate, and honour their Missing Children;

FURTHER BE IT RESOLVED that Council for the Township of The Archipelago calls on the federal government to adhere to the unanimous motion passed in the House of Commons calling on the federal government to drop the Federal Court appeals related to compensation for First Nations children separated from their families.

FURTHER BE IT RESOLVED that Council for the Township of the Archipelago directs staff to send a copy of this resolution to Norm Miller, MPP Parry Sound-Muskoka; Scott Aitchison, MP Parry Sound-Muskoka; Henvey Inlet First Nation, Shawanaga First Nation, Wasauksing First Nation; Moose Deer Point First Nation, Magnetawan First Nation; West Parry Sound Area Municipalities; MP Carolyn Bennett, Minister of Crown-Indigenous Relations; and to the Prime Minister of Canada Justin Trudeau.



ii) Sans Souci Community Centre Committee – Council Appointment

- 21- **NOW THEREFORE BE IT RESOLVED** that Council for the Township of The Archipelago hereby appoints Councillor David Ashley to the Sans Souci Community Centre Committee for the remainder of the 2018 – 2022 Term of Council.



iii) Love My Neighbour Charity

- 21- **NOW THEREFORE BE IT RESOLVED** that Council for the Township of The Archipelago hereby supports the Love My Neighbour Charity by becoming a Love My Neighbour Community, and by spreading the word to our residents through our Township website, social media sites and E-news mailing list.



iv) OPP Detachment Boards

- 21- **WHEREAS** the Community Safety and Policing Act, (CSPA), 2019 calls for the end of Community Police Advisory Committees (CPACs) and the creation of Ontario Provincial (OPP) Police Detachment Boards; and

WHEREAS the Ministry of the Solicitor General has developed an OPP detachment board framework that will allow affected municipalities and First Nations the flexibility to create a board that reflects community and local needs; and

WHEREAS the Ministry of the Solicitor General has asked municipalities and First Nations within a detachment area to work together to determine the composition of

their board and the manner in which they will submit their proposal to the Ministry;
and

WHEREAS the current Community Police Advisory Committee, already established for West Parry Sound area, functions well and efficiently addresses community needs and issues; and

WHEREAS we see no need for changing from the Community Police Advisory Committee to the Police Service Detachment Board for this area.

NOW THEREFORE BE IT RESOLVED that Council of the Township of the Archipelago hereby supports the submission by the CPAC representative from the Municipality of McDougall to the Province of Ontario, the Ontario Provincial Police Detachment Board Proposal substantially in the form attached, representing the 7 West Parry Sound Area municipalities and Henvey Inlet First Nation with the following additional considerations/proposals:

1. That the following be included as administrative resources/infrastructure required to support the establishment of the detachment board:
 - administrative support for taking minutes of meetings, prepare, distribute and publish agendas and meeting notices, prepare draft policy documents, administer expenses, prepare annual reports and cost estimates, and maintain board records;
 - secure place for records, meeting location, electronic requirements;
 - establish funding requirements;
 - personal accident insurance;
 - legal advice;
 - honorariums;
 - ongoing training;
 - travel and meals;
 - advertising; and
 - any other administrative resources/infrastructure common to a Board;
2. That it be clarified with the Province, that funding for these resources/infrastructure be through the Province as the establishment of detachment boards is an initiative of the Province;
3. That in an effort to reduce duplication of effort and training, that the Board be established upon the 2022 Municipal Election;
4. That the contracts formalize and clearly articulate the service level for each municipality and specifically for the Township of The Archipelago, an emphasis be placed on water based services at efficient costs.

AND FURTHER BE IT RESOLVED that this resolution be forwarded to the municipalities within the West Parry Sound District and Henvey Inlet First Nation.

13. CORRESPONDENCE

i) Council Correspondence

Pages: 5-8

Pages: 74-78

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

14. OTHER BUSINESS

i) Scott Aitchison, MP Parry Sound Muskoka-Support for 9-8-8 Crisis Line

Pages: 9-10

- 21- WHEREAS** the Federal Government has passed a motion to adopt 9-8-8, a National 3-digit suicide and crisis hotline; and

WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%; and

WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold; and

WHEREAS in 2022 the United States will have in place a national 9-8-8 crisis hotline; and

WHEREAS the Township of The Archipelago recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in crisis and seeking help;

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago hereby endorses this 9-8-8 crisis line initiative; and

FURTHER BE IT RESOLVED that staff be directed to send a letter indicating support to Scott Aitchison, MP Parry Sound Muskoka, Norm Miller, MPP Parry Sound Muskoka, Hon. Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications Commission (CRTC), and all Ontario municipalities.

ii) Canadian Radio-television and telecommunications Commission (CRTC) – Telecom Decision CRTC 2021-181

- 21- WHEREAS** the Government of Canada Innovation, Science and Economic Development Canada has clearly stated Canada Connectivity Strategy as, “High-Speed Access for All: Canada’s Connectivity Strategy is a bold vision for our country. It paints a picture of a nation where modern, high-speed digital networks

are available to all, no matter where they live, work and play. This new strategy features two main objectives: that all Canadians have access to broadband at speeds of at least 50 Megabits per second (Mbps) download / 10 Mbps upload, and mobile wireless coverage is available where Canadians live and work, and along major road corridors.”; and

WHEREAS the Government of Canada Canadian Radio-television and Telecommunications Commission (CRTC) rendered Telecom Decision CRTC 2021-181 reversing Telecom Decision CRTC 2019-288. “In Telecom Order 2019-288, the Commission made a number of determinations regarding proposals from wholesale high-speed access (HSA) service providers in setting aggregated wholesale HSA service rates. Subsequently, the Commission received applications from Bell Canada, the cable carriers, and Telus Communications Inc. to review and vary many of those determinations. The Commission has completed its review of Telecom Order 2019-288 and determines that there is substantial doubt as to the correctness of the aggregated wholesale HSA service rates, which include certain monthly capacity rates per 100 megabits per second, monthly access rates per end-user, and rates related to service charges set in Telecom Order 2019-288.”; and

WHEREAS in 2020 during the height of COVID-19, which increased rural demand for internet services, Bell refused to renew a wholesale HSA agreement with an Internet Service Provider (ISP) in the rural municipality of the Township of The Archipelago; and

WHEREAS the Government of Canada National Broadband Internet Service Availability Map (<https://www.ic.gc.ca/app/sitt/bbmap/hm.html?lang=eng>) clearly shows the Township of The Archipelago along with other rural municipalities in the West Parry Sound District have no internet access. The “Private expansion commitments” reflected on the Service Availability Map are a result of the Township of The Archipelago investing our own municipal funds to build out the backbone internet service for ISP’s; and

WHEREAS unless the Government of Canada mandates that large telecom companies provide affordable HSA to rural Canada, large telecom companies will continue to cherry pick the high Return On Investment (ROI) opportunities in Canada leaving rural Canada without internet; and

WHEREAS providing rural Canadian consumers with a variety of options is the true engine of competition that will also drive innovative solutions to delivery high-speed access to rural Canadians. As COVID-19 has shown us, we must rely on products and services from Canadian companies versus relying on products and services from companies in other countries who prioritize their own residents and agendas which puts our residents at risk;

NOW THEREFORE BE IT RESOLVED that the Township of The Archipelago strenuously objects to the CRTC’s conclusion that “facilities-based competition, in which competitors primarily use their own telecommunications facilities and networks to compete instead of leasing them from other carriers, is typically

regarded as the most sustainable form of competition.”, as this reinforces the lopsided monopoly that Bell and the other large telecom companies enjoy today and provides them no incentive to achieve Canada’s Connectivity Strategy goals.

BE IT FURTHER RESOLVED that the Township requests the CRTC review the current distribution of rural internet services today. If Bell is unable or unwilling to provide the “Last Mile” of service to rural Canadians, why would the CRTC inhibit the ability of ISP’s to provide the “Last Mile”.

BE IT FINALLY RESOLVED that Council for the Corporation of the Township of The Archipelago requests the CRTC reconsider CRTC 2021-181; and directs staff to send a copy of this resolution to local and regional new outlets, to Norm Miller, MPP Parry Sound-Muskoka, Scott Atchison, MP Parry Sound-Muskoka, all municipalities in Ontario, Canada's Minister of Rural Economic Development and the Prime Minister of Canada Justin Trudeau.

iii) **Health Care Model “Campus of Care” proposed by Belvedere Heights Long Term Care, West Parry Sound Health Centre, and Lakeland Long Term Care**

- 21- **WHEREAS** Ontario's Long-Term Care COVID-19 Commission's final report has now been delivered and health system leaders in West Parry Sound want to be prepared for the changes that are expected to come; and

WHEREAS health authorities of the West Parry Sound District are working together, including the Boards of the West Parry Sound Health Centre, Lakeland Long Term Care and Belvedere Heights Long Term Care, with a vision to provide the best possible solution to Long Term Care and health care for the seniors in our community; and

WHEREAS among considerations being proposed is a new model of health Care, "a Campus of Care", which essentially provides a continuum of care for the elderly to age in place including, where appropriate, their own apartments, other independent or assisted living arrangements as well as Long Term Care, all affiliated with and in proximity to local primary health care and wellness services; and

WHEREAS it is also proposed that the community of seniors continuing to live at home be supported by our vision of virtual care which would include professional home based health and wellness care supported by high speed internet services;

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago hereby supports these initiatives and the collaborative efforts between the Province of Ontario and the local stakeholders to develop innovative and improved care for the seniors in our community, subject to receiving and approving further information regarding the development of programs and cost implications (operating and capital).

15. BY-LAWS

i) Nursing Station Agreement – West Parry Sound Health Centre

Pages: 11-26

- 21-** Being a By-law to authorize the execution of a Lease Agreement between the Corporation of the Township of The Archipelago and the West Parry Sound Health Centre.

ii) Agreement of Purchase and Sale of Land – Town of Parry Sound

Pages: 27-37

- 21-** Being a By-law to authorize an Agreement of Purchase and Sale of Land from the Town of Parry Sound.



iii) Partnership and Data Sharing Agreement – Georgian Bay Land Trust

Pages: 79-83

- 21-** Being a By-law to authorize a Partnership and Data Sharing Agreement with Georgian Bay Land Trust.

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 June 18, 2021.

19. ADJOURNMENT

The Archipelago**Carling****McDougall**

Dear Mayors and Councils;

May 21, 2021

This Past year has been a good one for Belvedere. We have managed with our wonderful staff to cope successfully with Covid-19. There have not been any cases with our resident population and all have received their complete immunization (2 shots). As you have noted, I'm sure, there was a refund on your leve. The province has also come through with more funding based on the extra requirements during the pandemic.

Our submission last year to the Ministry for 24 more beds to be added to Belvedere was refused and then they changed their mind and allotted them to us. In the meantime we had done investigation and exploring the intentions of our fellow health care providers in town. Our vision has been focused on a Campus of Care in and for Parry Sound. There is now an Advisory Committee formed and work is progressing.

Grosso/McCarty, a Government Relations firm is contracted and working with us to obtain the approval of the Ministry of Long Term Care. The architectural firm of Yallowega Belanger Salach in Sudbury has been retained to develop a Campus of Care Master Plan.

To go along with our submission to the Ministry we would like to have the support of our Municipalities. This is a municipality owned facility. Seguin has started and carried a Resolution of support for this project. You were sent a copy. We would like to gain your support quickly. By election time we hope to have Ministry approval and much of the community ground work completed. There are a lot of moving parts.

This "Campus of Care" is a Long Term Project 3 -5-10 years. The area is starting to grow and our Health Care, Seniors Aging programs / facilities and so many other services will need to increase their ability to serve the needs of this community.

If you have questions, please call myself or Jim Hanna from our Advisory Committee. As time goes on with progress being made there will be presentations to the Municipalities.

Stay Safe

Lynne Gregory, Chair Belvedere

Councillor for McDougall and Your representative on Belvedere Board

Resolution No. 2021- 137

The Corporation of the Township of Sequin

Moved by AC Art ColesSeconded by RO Rod Osborne Date May 17th, 2021

WHEREAS, Ontario's Long-Term Care COVID-19 Commission's final report has now been delivered and health system leaders in West Parry Sound want to be prepared for the changes that are expected to come.

AND WHEREAS, health authorities of the West Parry Sound District are working together, including the Boards of the West Parry Sound Health Centre, Lakeland Long Term Care and Belvedere Heights Long Term Care, with a vision to provide the best possible solution to Long Term Care and health care for the seniors in our community.

AND WHEREAS, among considerations being proposed is a new model of health Care, "a Campus of Care", which essentially provides a continuum of care for the elderly to age in place including, where appropriate, their own apartments, other independent or assisted living arrangements as well as Long Term Care, all affiliated with and in proximity to local primary health care and wellness services.

AND WHEREAS, it is also proposed that the community of seniors continuing to live at home be supported by our vision of virtual care which would include professional home based health and wellness care supported by high speed internet services.

THEREFORE BE IT RESOLVED THAT the Township of Sequin supports these initiatives and the collaborative efforts between the Province of Ontario and the local stakeholders to develop innovative and improved care for the seniors in our community.

<u>DIVISION LIST</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>	
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Coles	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
Collins	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
Fellner	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
Finnson	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
Moffatt	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
Osborne	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
MacDiarmid	<u> </u>	<u> </u>	<u> </u>	<u> </u>	

CARRIED CarDEFEATED

CC

RESOLUTION NO.: 2021- 75



DATE: June 2, 2021

CARRIED: ✓

DEFEATED: _____

<u>MOVED BY:</u>	<u>DIVISION LIST</u>	<u>FOR</u>	<u>AGAINST</u>
<u>Councillor Gregory</u>	Councillor Constable	_____	_____
	Councillor Gregory	_____	_____
<u>SECONDED BY:</u>	Councillor Malott	_____	_____
<u>Councillor Malott</u>	Councillor Ryman	_____	_____
	Mayor Robinson	_____	_____


WHEREAS, Ontario's Long-Term Care COVID-19 Commission's final report has now been delivered and health system leaders in West Parry Sound want to be prepared for the changes that are expected to come.

AND WHEREAS, health authorities of the West Parry Sound District are working together, including the Boards of the West Parry Sound Health Centre, Lakeland Long Term Care and Belvedere Heights Long Term Care, with a vision to provide the best possible solution to Long Term Care and health care for the seniors in our community.

AND WHEREAS, among considerations being proposed is a new model of health Care," a Campus of Care", which essentially provides a continuum of care for the elderly to age in place including, where appropriate, their own apartments, other independent or assisted living arrangements as well as Long Term Care, all affiliated with and in proximity to local primary health care and wellness services.

AND WHEREAS, it is also proposed that the community of seniors continuing to live at home be supported by our vision of virtual care which would include professional home based health and wellness care supported by high speed internet services.

THEREFORE BE IT RESOLVED THAT the Municipality of McDougall supports these initiatives and the collaborative efforts between the Province of Ontario and the local stakeholders to develop innovative and improved care for the seniors in our community.



MAYOR

CAO REPORT on COUNCIL DIRECTIONS - JUNE 2021

Council Date	Department	Item	Update / Status	Date to return to
July 16, 2020	CAO	Council's Strategic Principles/Strategic Plan	Consultant retained to facilitate completion of the plan. Background document being reviewed and finalized.	Ongoing
July 16, 2020	CAO	OPP/EMS Response Concerns	Completed. Awaiting response from OPP/EMS for further discussions.	Ongoing
August 20, 2020	Clerk	Letter of support to Town of Parry Sound regarding tax exempt properties	Discussed with the Town. No further action required at this time.	Ongoing
September 17, 2020	Corporate Services	Connectivity	Plan, land, agreements, communication	Ongoing
October 20, 2020	Environment/Operations	Seabins	Seabins delivered and being Installed at Holiday Cove and PAB Wharf	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.	7/16/2021
March 9, 2021	CAO	LCBO Outlets	CAO to contact LCBO to discuss policy changes	Ongoing
April 9, 2021	Corporate Services	Pointe au Baril Land Transfer	Process the transfer of lands from Twn PS (Highway 69 old EMS site)	6/15/2021
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 Aquisition	Conclude process for acquiring property for PauB Tower Build	6/15/2021
May 21, 2021	Environment	Washing Machine Filters	Investigate purchase of filters and distribution to community.	Ongoing
May 21, 2021	Finance	Love My Neighbour Charity	Investigate and research report back to council	6/18/2021

Township of The Archipelago



COUNCIL CORRESPONDENCE **Regular Meeting of Council** **June 18, 2021**

REQUESTS FOR SUPPORT

[A]

FEDERAL GOVERNMENT

[01]

PROVINCIAL GOVERNMENT

- [02] ONTARIO MINISTRY OF ENVIROMENT, CONSERVATION AND PARKS
RE: Ontario and Canada to Sign the Ninth Agreement to Protect the Great Lakes
- [03] ONTARIO MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING
RE: Three-Step Roadmap to Safely Reopen the Province of Ontario and
Amendment to Orders under the Reopening Ontario (A Flexible Response to
COVID_19) ACT (ROA)
- [04] SHANNON STUBBS, ALBERTA MP LAKELAND
RE: Request to consider passing a resolution opposing Bill C-21 or any by-law
restricting the possession, storage and transportation of legally obtained
handguns

MUNICIPALITIES

- [05] MUNICIPALITY OF BROOKE-ALVINSTON
RE: Support for the Township of The Archipelago's resolution concerning road
management action on invasive phragmites
- [06] TOWNSHIP OF CARLING
RE: Request to Province to endorse the 9-9-9 crisis line initiative

- [07] MUNICIPALITY OF DUTTON DUNWICH
RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities
RE: Support for the Township of The Archipelago's resolution to call on the Province to pass Bill 279

- [08] TOWN OF HALTON HILLS
RE: Request to province to eliminate LPAT entirely

- [09] TOWNSHIP OF HAVELOCK-BELMONT-METHUEN
RE: Request to Province to work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways
RE: Request to Province to review the continuous increases of cost for municipal insurance
RE: Request to Province in support of the automatic speed enforcement (photo radar) by municipalities

- [10] LANARK HIGHLANDS TOWNSHIP
RE: Request to Province to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the LPAT

- [11] THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS
RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites

- [12] TOWN OF KEARNEY
RE: Request to Province to address the shortfall that Optometry Clinics absorb through lack of proper OHIP funding

- [13] CITY OF KITCHENER
RE: Request to Province to review and reconsider the current timelines established for review for Planning Act applications before an appeal is permitted to the LPAT

- [14] THE CORPORATION OF THE TOWN OF MARATHON
RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites

- [15] MUNICIPALITY OF MATTICE-VAL COTE
RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities

- [16] CITY OF OWEN SOUND
RE: Request to the Province to endorse the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help

- [17] TOWN OF PARRY SOUND
RE: Request to Province to review the Community Police Advisory Committee's considerations/proposals regarding the creation of the Ontario Provincial Police Detachment Boards

- [18] THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING
RE: Request to Province to review the Municipal Freedom of Information and Protection of Privacy Act

- [19] TOWNSHIP OF RIDEAU LAKES
RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities

- [20] THE CORPORATION OF THE TOWN OF THESSALON
RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites

- [21] THE REGIONAL MUNICIPALITY OF YORK
RE: Request to Province to consider entering Step 1 of the "Provincial Roadmap to Reopen" as of 12:01 am May 31, 2021

FIRST NATIONS

[22]

RATEPAYERS' ASSOCIATIONS

[23]

RATEPAYERS/OTHERS

[24]

AGENCIES

- [25] FEDERATION OF CANADIAN MUNICIPALITIES (FCM)
RE: Letter to Council congratulating the Township of The Archipelago for achieving Milestone 1 for community greenhouse gas (GHG) emissions

- [26] FEDERATION OF NORTHERN ONTARIO MUNICIPALITIES (FONOM)
RE: Province's final regulation to transition the Blue Box Program from municipalities to producers

- [27] NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT
RE: Safer Use of Beached During COVID-19
RE: Superior Court of Justice Restraining Order Issued to Alexandra Stewart for Further Non-Compliance

RE: Youth 12 to 17 Now Eligible to Book COVID-19 Vaccine Appointment
RE: A Safer Return to Summer Activities is Possible Says Health Unit
RE: Three Ticks Test Positive for Lyme Disease Confirms Health Unit
RE: Second Dose Appointment in June? Check Clinic Schedule, says Health Unit
RE: Health Unit Launches COVID-19 Guide to Summer Activities Webpage

PLANNING

[28] TOWNSHIP OF THE ARCHIPELAGO

PLANNING BOARD

[29]

ENVIRONMENT

[30] ONTARIO TURTLE CONSERVATION CENTRE
RE: Spring 2021 Newsletter

MISCELLANEOUS

[31]

Scott Aitchison

Member of Parliament / Député(e)
Parry Sound --Muskoka / Parry Sound Muskoka
scott.aitchison@parl.gc.ca

08A CC

Reeve Bert Liverance & Members of Council
The Archipelago
9 James Street, Parry Sound, On
P2A 1T4
May 17, 2021

Dear Reeve Liverance & Members of Council

On December 11, 2020, the House of Commons unanimously passed a motion introduced by my colleague, Conservative MP Todd Doherty, to bring a national 3-digit suicide prevention hotline to Canada. It read: **That, given that the alarming rate of suicide in Canada constitutes a national health crisis, the House call on the government to take immediate action, in collaboration with our provinces, to establish a national suicide prevention hotline that consolidates all suicide crisis numbers into one easy to remember three-digit (9-8-8) hotline that is accessible to all Canadians.**

My colleagues and I are asking all municipalities across Canada to pass a similar motion, which I've attached for your consideration. To make the three-digit (9-8-8) hotline a reality, elected officials from all levels of government must continue to put pressure on the government and the Canadian Radio-television and Telecommunications Commission (CRTC).

The past year has been a challenging year. Lives and livelihoods have been lost. We have begun to see the devastating impacts that COVID has had, through isolation, on the mental health of Canadians. The rates of suicide continue to rise. Here in Parry Sound-Muskoka we are not immune. As elected officials and as leaders, and especially during this period of difficulty as a nation, Canadians are counting on all of us to make a difference.

Please consider passing this motion as soon as possible.

Sincerely,



Scott Aitchison, MP
Parry Sound-Muskoka

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Ottawa, Ontario
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Télec./ Fax.: 613-992-5092

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Télec./ Fax.: 706-746-7290
Scott.Aitchison@parl.gc.ca

HUNTSVILLE
94 Hanes Road
(94 Rue Hanes)
Huntsville, Ontario
P1H 1M4
Tél./ Tel.: 705-789-4640
Télec./ Fax.: 705-789-8857

Draft motion for Council:

Support for 9-8-8 Crisis Line

WHEREAS the Federal government has passed a motion to adopt 9-8-8, a National three-digit suicide and crisis hotline;

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;

AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

AND WHEREAS in 2022 the United States will have in place a national 9-8-8 crisis hotline;

AND WHEREAS The Archipelago recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED THAT The Archipelago endorses this 9-8-8 crisis line initiative;

and that Staff be directed to send a letter indicating such support to our local Member of Parliament, Member(s) of the Legislative Assembly, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.

**The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO
BY-LAW NO. 2021-**

Being a By-law to authorize the execution of a Lease Agreement between
the Corporation of the Township of The Archipelago and the
West Parry Sound Health Centre

WHEREAS pursuant to the Municipal Act, 2001, S.O. 2001, c.25, S. 9, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Corporation of the Township of The Archipelago is the owner of building located at 70 South Shore Rd, currently being occupied for nursing and ambulance activities;

AND WHEREAS the Corporation of the Township of the Archipelago have agreed to lease a portion of the building to the needs (West Parry Sound Health Centre);

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 Reeve be hereby authorized to execute a Lease Agreement between the Corporation of the Township of The Archipelago and the West Parry Sound Health Centre, in a form the same or substantially the same as attached, and to the satisfaction of the CAO and Township solicitor; and
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 18th day of June, 2021.

Bert Liverance, Reeve

Maryann Weaver, Clerk

LEASE

BETWEEN

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

AND

WEST PARRY SOUND HEALTH CENTRE

THIS LEASE dated as of this 18th day of June, 2021.

BETWEEN:

**THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO**
(the "Landlord")

- AND -

WEST PARRY SOUND HEALTH CENTRE
(the "Tenant")

WITNESS that the Landlord leases the Premises to the Tenant and the Tenant accepts that lease, for the Term, on the following terms and conditions to which the Landlord and Tenant agree:

**ARTICLE I
INTERPRETATION**

1.01 Performance

In exercising its rights and carrying out its obligations, each of the Landlord and Tenant shall act reasonably, prudently, promptly, and fairly, unless otherwise set out herein.

1.02 Rights and Obligations

All the Landlord's and Tenant's rights and obligations in this Lease will apply throughout the Term, and longer if the Lease so states.

1.03 Consents

If either the Tenant or the Landlord needs the other's consent, it will obtain that consent in writing before proceeding. Neither party will unreasonably withhold or delay its consent, unless otherwise set out herein.

1.04 Dispute

Where the Landlord is obliged to refer any dispute or question to an auditor, real estate appraiser or other expert experienced in assessment appeals, surveyor, engineer, architect, insurance consultant, or other professional: (i) the Landlord will select a person who is at arm's-length from the Landlord, except that the Landlord may use its external auditor and other arm's-length persons with whom the Landlord has dealings; (ii) that person's decision or determination will be conclusive and binding on the Landlord and the Tenant; and (iii) each of the Landlord and the Tenant will pay 50% of that person's fees and disbursements.

1.05 Intent of Lease

Except if expressly stated to be for the Landlord's account, or included in the Basic Rent, the Tenant will pay all costs with respect to the Premises, their use, occupancy, and contents, and the costs of carrying out its obligations under this Lease.

1.06 Entire Agreement

No verbal, written, express, or implied representations, warranties, guarantees, covenants or agreements of either the Landlord or the Tenant will survive the signing of this Lease except if they are set out in this Lease. This Lease constitutes the entire agreement between the Landlord and the Tenant. This Lease may only be modified by an express written

agreement, made after the Lease has been executed, which both the Landlord and the Tenant have signed.

1.07 Definitions

In this Lease:

- (a) **"Additional Rent"** means all money the Tenant must pay under this Lease, including indemnities, but excluding Basic Rent and HST.
- (b) **"Basic Rent"** means the annual rent the Tenant is to pay under Section 3.02.
- (c) **"Building"** shall mean the building known as Pointe au Baril Nursing/EMS Station and located on the Land.
- (d) **"Commencement Date"** means the 1st day of June, 2021.
- (e) **"Common Areas"** means those areas, facilities, utilities, improvements, equipment and installations in the Building and Land which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building, and those areas, facilities, utilities, improvements, equipment and installations which serve or are for the benefit of the Building whether or not located in, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas. Without limiting the generality of the foregoing, Common Areas includes all parking areas, all entrances and exits thereto and all structural elements thereof, employee parking areas, access roads, driveways, exterior weather walls, exterior and interior structural elements and bearing walls in the building and improvements comprising the Shopping Centre, loading and related areas, pedestrian sidewalks, landscaped and planted areas, roadways and stops, signs, equipment and fixtures, ramps, electrical, telephone, meter, valve, mechanical, fire prevention, security and communication systems, columns, pipes, electrical, plumbing, drainage, any central system for the provision of heating, ventilating or air conditioning to leasable premises or any enclosed Common Areas and all other installations, equipment or services located therein or related thereto as well as the structures housing the same.
- (f) **"Day"** or **"Days"** means a calendar day or calendar days.
- (g) **"End of the Term"** means the 31st day of May, 2036 or the date of earlier termination of the Term.
- (h) **"Event of Delay"** means an event or cause beyond the reasonable control of the Landlord or the Tenant, as the case may be, including acts of God, labour or industrial disturbances, civil disturbances, wars, interruptions by Government Body or court orders, transportation disruptions, or shortages of materials.
- (i) **"Government Body"** means any municipal, provincial, federal, school, or other statutory authority, or department or agency thereof.
- (j) **"Insured Damage"** means damage by fire or other peril to the Building or to the Premises which the Landlord is responsible for repairing or for which the Landlord may actually recover the entire cost of repair under the Landlord's insurance policies.
- (k) **"Land"** means the lands of which the Premises and Building forms a part, which comprises an area of approximately 2.16 acres and legally described as Harrison Con. 4 Part Lot 27 RP 42R 6372 Parts 1 and 3, Parcel 14461 NS in the Township of Archipelago (Parry Sound), Ontario.

- (l) **"Lease"** means this document and the attached schedules.
- (m) **"Leasehold Improvements"** mean all improvements, alterations, partitions, or fixtures from time to time installed for or by the Tenant on or at the Premises, and includes all other equipment installed or situate on or at the Premises at any time prior to or during the Term.
- (n) **"Normal Operating Hours"** means the hours of 8:30 a.m. to 3:00 p.m. Monday to Friday excluding statutory holidays.
- (o) **"Premises"** means a part of the Building which is shown shaded in pink on Schedule "A" attached hereto.
- (p) **"Rent"** means Basic Rent and Additional Rent.
- (q) **"Term"** means the term of fifteen (15) years starting on the Commencement Date and ending on the 31st day of May, 2036 (unless earlier terminated), and any extension of the Term and any period of permitted overholding.

1.08 Currency

All references to money are to lawful currency of Canada.

1.09 Severability

If any provision of this Lease is unenforceable, it will be severed.

1.10 All Provisions are Covenants

All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants were used in each separate paragraph hereof.

1.11 Governing Law

This Lease will be governed by the laws of the jurisdiction where the Land is located.

1.12 Construction

Singulars will include plurals and masculines will include feminines and neuters, and vice-versa. If the word "including" is used, the words "without limiting the generality of the foregoing" will be deemed to follow. Headings are for convenience of reference only.

**ARTICLE II
EARLY OCCUPANCY AND DELAYS - INTENTIONALLY DELETED**

**ARTICLE III
RENT**

3.01 Paying Rent

The Tenant will pay Rent duly and punctually to the Landlord at 9 James Street, Parry Sound, Ontario, P2A 1T4, or to such other person or place of which the Landlord gives notice to the Tenant. The Tenant will pay Rent without deduction, abatement, or set-off. The Tenant's obligation to pay Rent due during the Term will survive the End of the Term.

3.02 Basic Rent

The Tenant covenants and agrees to pay unto the Landlord from and after the Commencement Date a Basic Rent for the Premises payable in equal consecutive monthly instalments in advance on or before the first day of each month, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, as follows:

- (a) during the first year of the Term: Six Hundred Seven Dollars and Seventy-Five Cents (\$607.75) per month;
- (b) during the second year of the Term: Six Hundred Thirty-Eight Dollars and Fourteen Cents (\$638.14) per month;
- (c) during the third year of the Term: Six Hundred Seventy Dollars and Five Cents (\$670.05) per month;
- (d) during the fourth year of the Term: Seven Hundred Three Dollars and Fifty-Five Cents (\$703.55) per month;
- (e) during the fifth year of the Term: Seven Hundred Thirty-Eight Dollars and Seventy-Three Cents (\$738.73) per month;
- (f) during the sixth year of the Term: Seven Hundred Seventy-Five Dollars and Sixty-Six Cents (\$775.66) per month;
- (g) during the seventh year of the Term: Eight Hundred Fourteen Dollars and Forty-Five Cents (\$814.45) per month;
- (h) during the eighth year of the Term: Eight Hundred Fifty-Five Dollars and Seventeen Cents (\$855.17) per month;
- (i) during the ninth year of the Term: Eight Hundred Ninety-Seven Dollars and Ninety-Three Cents (\$897.93) per month;
- (j) during the tenth year of the Term: Nine Hundred Forty-Two Dollars and Eighty-Two Cents (\$942.82) per month;
- (k) during the eleventh year of the Term: Nine Hundred Eighty-Nine Dollars and Ninety-Seven Cents (\$989.97) per month;
- (l) during the twelfth year of the Term: One Thousand Thirty-Nine Dollars and Forty-Seven Cents (\$1039.47) per month;
- (m) during the thirteenth year of the Term: One Thousand Ninety-One Dollars and Forty-Four Cents (\$1091.44) per month;
- (n) during the fourteenth year of the Term: One Thousand One Hundred Forty-Six Dollars and One Cent (\$1146.01) per month;
- (o) during the fifteenth year of the Term: One Thousand Two Hundred Three Dollars and Thirty-One Cents (\$1203.31) per month.

3.03 Tenant's Taxes and Other Charges

In addition to Basic Rent, the Tenant will pay, as and when due, to the appropriate Government Body or public or private utility, or at the option of the Landlord, to the Landlord directly all licence fees, taxes, rates, duties, levies, assessments, or other charges imposed, assessed, or levied by any Government Body or public or private utility from time to time, whether imposed on the Landlord or the Tenant, including without limitation HST on Rent, and including all fees, taxes, rates, duties, levies, assessments and other charges in respect of:

- (i) the personal property, fixtures, business, income, occupancy, use, or sales of the Tenant or other occupant of the Premises;
- (ii) Leasehold Improvements, fixtures, or machinery installed in or at the Premises by or for the Tenant; and
- (iii) utilities and services (including without limitation, hydro, propane, water, telephone and internet) used in or supplied to the Premises based on separate meters.

3.04 Additional Rent

The Tenant will pay all Additional Rent upon demand by the Landlord unless other times for its payment are expressly set out in this Lease. If the Tenant fails to pay any Additional Rent, as and when due, the Landlord will have the same remedies for its collection as it has for recovering Basic Rent in arrears. If the Tenant fails to pay any such amount which the Tenant is obliged to pay, then the Landlord may pay it and it will then be a debt owing by the Tenant to the Landlord.

3.05 Interest on Arrears

When any Rent, or any interest accrued thereon, is in arrears, it will bear interest at two percent (2%) per month, calculated and payable monthly (which is equivalent to interest at the rate of twenty six point eighty two percent (26.82%) per annum, calculated and payable annually) from the date such Rent became due to and including the date of payment. The Landlord will have all remedies for its collection as it has for recovering Basic Rent in arrears.

3.06 Irregular Periods

If the Term begins or ends other than on the first or last day of a month, or if the first or last fiscal period or tax period is less than twelve (12) months, Rent for any broken month or broken period will be prorated at a rate per day equal to 1/365th of the annual amount.

3.07 Common Areas and Shared Space

The use and occupation by the Tenant of the Premises shall entitle the Tenant to the use in common with all others entitled thereto of such portions of the Common Areas that are accessible by the public, subject however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord. The Tenant shall also be entitled to use in common with the other tenant in the Building the area shown on Schedule "A" as "Joint Space". The Tenant and the other tenant in the Building shall, at their sole cost, promptly and diligently perform all maintenance, repairs and replacements to the interior of the Joint Space as are required from time to time to keep the interior of the Joint Space in good order, condition and repair in accordance with the professional standards of a prudent tenant.

ARTICLE IV THE PREMISES

4.01 Examination of Premises

The Tenant accepts the Premises "as is" as of the Commencement Date.

4.02 Possession and Use of Premises

The Tenant will: (i) take possession of the Premises on the Commencement Date; (ii) not allow anyone except for its employees, customers, or other persons lawfully having business with the Tenant to use or occupy the Premises; (iii) use the Premises only as a Nursing Station and a parking lot serving same unless the Landlord consents to another use; (iv) not do anything in the Premises which is noxious, dangerous, or offensive or which would be a nuisance or disturb neighbouring land owners and users; (v) not cause any waste or damage to the Premises; (vi) not let the Premises become untidy or unsightly, and at the end of each business day leave them in a clean and tidy condition; and (vii) not store any dangerous or inflammable substances in or at the Premises.

In particular, the Tenant acknowledges that the current water supply to the Premises comes from the Pointe au Baril Community Centre and is treated and is only for use within the Premises.

The Landlord shall take over responsibility and all expenses for the maintenance of the exterior portions of the Land immediately surrounding the Building to the standard set by the Landlord.

The Tenant agrees to keep the snowmobile access open to the local snowmobile club.

4.03 Complying with Laws

The Tenant will comply with all lawful requirements of Government Bodies and insurance companies who hold policies which affect the Land, with respect to its operation and use of the Premises, the condition of the Leasehold Improvements, trade fixtures, furniture and equipment, and any repairs or renovations the Tenant makes or is obliged to make to the Premises.

4.04 Quiet Enjoyment

If the Tenant duly and punctually pays the Rent and complies with its obligations, the Tenant will be entitled to peaceably possess and enjoy the Premises during the Term.

4.05 Regulations

The Tenant will comply with any regulations which the Landlord makes in connection with the use, occupancy, repair, maintenance, or operation of the Land or Premises of which notice in writing shall be given to the Tenant and such regulations will form part of this Lease.

4.06 Tenant's Signs

The Tenant will not place or affix any signs, symbols, or lettering at the Premises without Landlord's prior consent and all applicable municipal and other governmental approvals.

ARTICLE V ADDITIONAL SERVICES

5.01 Additional Services

The Landlord will have the exclusive right, by way of Additional Services, to supervise the Tenant's repairs or alterations to the Premises. If the Landlord provides Additional Services, by right or by agreement with the Tenant, the Tenant will pay such costs to the Landlord.

ARTICLE VI DISPOSITIONS

6.01 Assigning and Subletting

The Tenant will not assign this Lease or sub-let or part with possession of the whole or any part of the Premises (a "Transfer") for the whole or part of the Term without a bona fide written offer and without the Landlord's consent which consent may be unreasonably withheld. Despite any such assigning, sub-letting, or parting with possession, the Tenant will remain liable for the Tenant's obligations. If the Tenant will by means of any Transfer be entitled to Rent from a transferee, in excess of Basic Rent payable hereunder, such Rent shall be payable immediately to the Landlord. The Tenant shall pay to the Landlord as Additional Rent forthwith upon request the Landlord's administration fee and the Landlord's reasonable legal costs in respect of any proposed transfer. The Tenant will not advertise the Premises for assignment or sub-letting.

6.02 Landlord's Conveyance

If the Landlord sells the Land, it will have no further obligation to the Tenant except for then existing defaults by the Landlord.

6.03 Mortgaging

The Tenant will not mortgage or charge its leasehold interest in the Premises, fixtures, chattels, furniture, or equipment, without the Landlord's consent.

ARTICLE VII REPAIRS, RENOVATIONS, DAMAGE AND EXPROPRIATION

7.01 Landlord's Repairs

The Landlord is not responsible to make any maintenance, repairs or replacements in respect of the interior of the Premises other than maintenance, repairs or replacements in respect of the base building systems, which includes the heating ventilating and air-conditioning system serving the Premises and the water system. In addition, the Landlord shall be responsible for the landscaping and snow removal in the exterior portions of the Land.

7.02 Tenant's Repairs and Maintenance

The Tenant will keep the Premises, its Leasehold Improvements, and all equipment thereon in a good and safe and reasonable state of repair and maintenance, and to at least the degree required by law and the state in which they were as of the Commencement Date. Section 7.07 will apply to Tenant repairs. The Tenant will maintain, repair and replace the Premises, its Leasehold Improvements, and all equipment thereon according to notice from the Landlord. The Tenant will provide its own janitorial services and cleaning supplies to keep the Premises in a clean condition.

7.03 Inspection and Access

The Landlord, by its representatives, may enter the Premises at all times and for all purposes, have full and free access to the any and every part of the Premises. The Tenant will not be entitled to compensation for any inconvenience, nuisance, or discomfort caused by the Landlord's work in the Premises.

7.04 Tenant Renovations

The Tenant will not construct, install, or alter anything in the Premises without the Landlord's consent, which may be unreasonably withheld, if such proposed work affects the structure or systems of the Building or the exterior of the Premises. When requesting that consent, the Tenant will give the Landlord a copy of reasonably detailed drawings and specifications for the proposed work. The Tenant will do such work in a good and workmanlike manner, in accordance with the drawings and specifications the Landlord has approved, and in accordance with the Landlord's reasonable requirements, and all laws, by-laws, regulations and codes. The Tenant will use contractors and subcontractors or qualified employees of the Tenant to whom the Landlord has consented. The Landlord's consent, inspection, and supervision with respect to any such work will be Additional Services.

7.05 Landlord Renovations

The Landlord may alter the Land from time to time so long as the physical dimensions of the Premises are not materially altered as a result. The Tenant waives and renounces all claims which may result from any such alteration.

7.06 Payment for Work

The Tenant will pay all accounts for its renovations and repairs as and when due, except as set out in Section 7.07.

7.07 Liens

The Tenant will discharge any builder's or other lien filed against the Tenant's leasehold interest or against the Land, by reason of work, labour, services, or materials provided or alleged to have been provided to the Tenant, as soon as it comes to the Tenant's notice. If the Tenant fails to do so, the Landlord may do so and charge the Tenant its costs of so doing.

7.08 Expropriation

If a Government Body expropriates all or part of the Land or Premises, the Landlord, within sixty (60) days after it receives the notice of expropriation, may give the Tenant not less than thirty (30) days' notice terminating the Lease.

ARTICLE VIII SURRENDERING PREMISES AND REMOVING FIXTURES

8.01 Surrender

At the End of the Term, the Tenant will surrender possession of the Premises and the Tenant's Leasehold Improvements to the Landlord, without compensation, in the condition in which the Tenant was obliged to keep them during the Term. The Tenant's Leasehold Improvements will remain the Landlord's property, except for those the Tenant is obliged to remove under Section 8.02. At the End of the Term, if requested, the Tenant will give the Landlord a surrender of this Lease, which will be in form acceptable for registration, if applicable.

8.02 Removal of Fixtures

During the Term, the Tenant will not remove from the Premises any Leasehold Improvements, except those as are being replaced with same of equal or better quality, or those required by the Landlord to be removed. In case of any removal of any items, property or fixtures, the Tenant will repair any damage to the Premises caused by the removal of the items. If the Tenant does not remove any items required to be removed, the Landlord keep same or may remove same and the Tenant will pay the Landlord's removal, disposal, sale and storage charges.

8.03 Hazardous Substances

"Hazardous Substances" means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substances or materials that are declared or defined to be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial or municipal statute, by-law or regulation.

The Tenant covenants and agrees to utilize the Premises and operate its business in a manner so that no part of the Premises or surrounding lands are used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process any Hazardous Substances, except in strict compliance with all applicable federal, provincial and municipal statutes, by-laws and regulations, including, without limitation, environmental, land use and occupational and health and safety laws, regulations, requirements, permits, statutes, by-laws and regulations. Further the Tenant hereby covenants and agrees to indemnify and save harmless the Landlord and those for whom the Landlord is in law responsible from any and all losses, costs, claims, damages, liabilities, expenses or injuries caused or contributed to by any Hazardous Substances which are at any time located, stored or incorporated in any part of the Premises. The Tenant hereby agrees that the Landlord or its authorized representatives shall have the right at the Tenant's expense, payable as Additional Rent within fifteen (15) days of receipt of an invoice therefor, to conduct such environmental site reviews and investigations as it may deem necessary for the purposes of ensuring compliance with this Section 8.03. The Tenant's obligations pursuant to this Section 8.03 shall survive the expiration or earlier termination of the Term.

8.04 Survival

The Tenant's obligations in this Article VIII will survive the End of the Term.

ARTICLE IX INSURANCE AND INDEMNITY

9.01 Tenant's Insurance

- (a) The Tenant shall throughout the Term, at its own cost and expense, take out and keep in full force and effect and in the names of the Tenant and the Landlord the following insurance;
- (i) All-risks (including fire, flood and earthquake) insurance upon property of every description and kind owned by the Tenant or for which the Tenant is legally liable (including, without limitation, signs and plate glass) and which is located within the Premises in an amount of not less than the full replacement cost thereof;
 - (ii) business interruption insurance;
 - (iii) public liability and property damage insurance including personal injury liability, bodily injury liability, tenant legal liability, contractual liability and owners' protective insurance coverage with respect to the Premises and the Tenant's use of the common areas. Such policies shall be written on a comprehensive basis within inclusive limits of not less than Five Million Dollars (\$5,000,000) or such higher limits as the Landlord or its mortgagee may reasonably require from time to time; and
 - (iv) any other form of insurance as the Tenant or the Landlord or the mortgagee may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.
- (b) All policies required to be written on behalf of the Tenant pursuant to this Section 9.01 shall contain the mortgagee's standard mortgage clause and shall contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord and against those for whom the Landlord is in law responsible. The Tenant agrees that certificates of insurance will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Landlord in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof.
- (c) The Tenant agrees that if the Tenant fails to take out or keep in force any such insurance referred to in this Section 9.01, and should the Tenant not rectify the situation immediately after written notice by the Landlord to the Tenant, the Landlord has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Tenant and all outlays by the Landlord shall be immediately paid by the Tenant to the Landlord as Additional Rent without prejudice to any other rights and remedies of the Landlord under this Lease.
- (d) If notice of cancellation shall be given respecting any insurance policy or if any insurance policy upon the Premises or the Lands or any part thereof shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation of the Premises or any part thereof or the acts or omissions of the Tenant, the Tenant shall forthwith remedy or rectify such use or occupation upon request to do so in writing by the Landlord, and if the Tenant shall fail to do so within twenty-four (24) hours of such written request, the Landlord shall have the right to enter the Premises and rectify the situation, without liability to the Tenant for any loss or damage occasioned by such entry and rectification, or shall be entitled to hold the Tenant liable for any damage or loss resulting from such cancellation or refusal, or the Landlord may at its option determine this Lease forthwith by leaving upon the Premises notice in writing of its intention to do so.

9.02 Release and Indemnity

The Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the Land, or damage to property of the Tenant or of others located on the Land, nor shall it be responsible for any loss of or damage to any property of the Tenant or others from any cause whatsoever, save and except if any such death, injury, loss or damage results from the gross negligence of the Landlord, its agents, servants or employees or other persons for whom the Landlord is in law responsible. The Landlord shall not be liable for any such damage caused by other tenants or persons in the Land or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. The Tenant will also indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Land, the occupancy or use by the Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, licensees, or concessionaires or invitees. In case the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and solicitors' and counsel fees on a solicitor and client basis incurred or paid by the Landlord in connection with such litigation.

9.03 Damage and Destruction

In the event that 25% or more of the Building is damaged or destroyed by any cause, the Landlord shall have the right to elect: (a) to terminate this Lease upon sixty (60) days' notice, in which case all proceeds of insurance to be received by the Tenant shall be paid directly to the Landlord; or (b) to compel the Tenant to rebuild that portion of the Building damaged or destroyed at Tenant's cost (it being understood that the Tenant shall use all proceeds payable to it in effecting such rebuilding).

ARTICLE X DEFAULT

10.01 Default

If and whenever: (i) the Tenant fails to pay Rent within five (5) days after it is due, although no formal demand shall have been made; or (ii) the Tenant defaults in observing or performing any of its other obligations and fails to cure that default within ten (10) days after the Landlord gives the Tenant notice specifying the nature of the default, or (iii) the Tenant becomes bankrupt or insolvent or takes steps, or allows an order to be made, to end its corporate existence, then, in any such case, the current month's Rent and the next three (3) months' Rent shall immediately become due and be paid by the Tenant, and the Landlord thereafter may enter into the Premises or any part thereof in the name of the whole to repossess the Premises and enjoy as of its former estate, despite anything in this Lease to the contrary.

10.02 Cumulative Remedies

The Landlord may use any or all of the rights and remedies available to it under this Lease or at law or at equity if the Tenant defaults in observing or performing its obligations or if the Landlord is entitled to terminate this Lease. Those remedies will be cumulative and not alternative.

10.03 Waiver and Condoning

Only written waivers of Tenant's defaults will bind the Landlord. No condoning, excusing, or overlooking by the Landlord of any default by the Tenant will operate as a waiver of the Landlord's rights or remedies on any subsequent or antecedent default.

ARTICLE XI GENERAL PROVISIONS

11.01 Events of Delay

If either the Landlord or the Tenant is unable to provide any service, utility, work or repair by reason of an Event of Delay, the time for performing the obligation will be extended by that period of time which is equal to the length of the delay, and the Landlord or the Tenant, as the case may be, will use all reasonable efforts to overcome any such Event of Delay. Neither the Landlord nor the Tenant will be entitled to compensation for any inconvenience, nuisance, or discomfort caused by such an Event of Delay, or to cancel this Lease.

11.02 Overholding

This Lease will terminate at the End of the Term without notice or demand. If the Tenant stays in the Premises after the End of the Term without a further written agreement with the Landlord, such holding over will not constitute a renewal or extension of this Lease, but the Tenant shall become a monthly tenant.

11.03 Subordination

This Lease and the Tenant's rights will be subordinated and postponed to all mortgages and other financial charges which now or hereafter charge the Land or the Premises, and to all renewals, modifications, consolidations, replacements, or extensions of same, notwithstanding the respective dates of execution or registration. The Tenant, at the Landlord's cost, will execute any instrument confirming such subordination and postponement and any instrument confirming that the Tenant will attorn as Tenant to the holder of any such mortgage or other financial charge on the same terms as are set out in the Lease, which the Landlord or the Landlord's lender may request, provided that the lender who receives any such instrument agrees to recognize this Lease and the Tenant's right to possession of the premises under the terms of the Lease.

11.04 Certificates

Either the Landlord or the Tenant, at the other's request and cost, will deliver to the other or to any other person a certificate setting out: (i) whether the Lease is in full force and effect; (ii) whether it has been modified or assigned; (iii) confirming the Rent and the state of accounts between the Landlord and the Tenant; (iv) to the best of its knowledge, the existence of any defaults; and (v) any other reasonable information which is requested.

11.05 Notices

Any notice, request, or demand required or permitted to be given must be in writing and will be sufficiently given if delivered, or mailed by prepaid registered post as follows:

- (a) to the Landlord:
 9 James Street
 Parry Sound, Ontario
 P2A 1T4
- (b) to the Tenant:
 the Premises

Any notice, request, or demand will be presumed, if mailed, to have been received two (2) business days after the day on which it is mailed and, if delivered, upon receipt, except that if, between the time of mailing and actual receipt, there is an actual or reasonably anticipated mail strike, slowdown, or labour dispute which might affect delivery, the notice will be effective only if actually delivered. Either the Landlord or Tenant will give notice to the other changing its address for service. If more than one person, corporation or other entity is Tenant, notice to any one shall constitute notice to all. No notices shall be sent electronically.

11.06 Time of Essence

Time will be of the essence in this Lease.

11.07 Registration

If the Tenant wishes to register the lease document, only a "Notice of Lease" or a short form of lease may be registered. Either form will be at Tenant's expense and subject to the Landlord's approval.

11.08 Landlord's Right to Terminate

Without prejudice to any of its rights of termination hereunder (including without limitation the right to terminate following the default of the Tenant, which right is not subject to the following notice period), the Landlord shall have the right (but not the obligation), in its sole and unfettered discretion, to terminate this Lease upon giving written notice (the "Landlord's Termination Notice") of such termination to the Tenant at any time after the Commencement Date. The Landlord's Termination Notice shall be given to the Tenant and shall specify the termination date of this Lease (the "Landlord's Termination Date"), which shall be the date that is sixty (60) days after delivery of the Landlord's Termination Notice. In the event the Landlord gives the Landlord's Termination Notice, the following shall apply:

- (i) this Lease shall terminate on the Landlord's Termination Date and the Tenant shall deliver vacant possession of the Premises to the Landlord on or before the Landlord's Termination Date in accordance with all applicable provisions in this Lease and without payment or compensation of any kind from the Landlord; and
- (ii) the Tenant shall be responsible for the payment of all Rent and charges to and including the Landlord's Termination Date including without limitation all Rent and other charges in respect of any period prior to the Landlord's Termination Date which are subsequently billed or adjusted after the Landlord's Termination Date.

11.09 Binding Effect

This Lease will enure to the benefit of and be binding upon the Landlord, the Tenant, and any Covenantor and each of their respective heirs, executors, administrators, successors, and permitted assigns. The schedules and riders, if any, attached to this Lease form a part hereof.

11.10 Option to Extend

If the Tenant pays the Rent (including Basic Rent and Additional Rent) as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Lease; and

- (a) the Tenant gives the Landlord not less than six (6) months and not more than twelve (12) months' written notice prior to the expiration of the Term of this Lease of the Tenant's intention to extend the term of this Lease; and
- (b) so long as the Tenant is not in default and is itself in occupation of and conducting its business in the whole of the Premises in accordance with the terms of this Lease, the Tenant expressly acknowledging and agreeing that this provision is personal to the Tenant;

then the Landlord will grant to the Tenant the right to extend the Term of this Lease upon the expiry of the Term for a period of fifteen (15) years (the "**Option Term**") upon the same terms and conditions as set out in this Lease except that:

- (a) there shall be no further right of extension or renewal; and
- (b) the Landlord may, at its option and at the expense of the Tenant, require that the Tenant (1) execute a new net lease for the Option Term on the Landlord's standard net lease form currently in use at such time, or (2) enter into an extension agreement, as prepared by the Landlord, at the Tenant's expense, to give effect to the Option Term;

- (c) the Basic Rent payable for each year during the Option Term shall be negotiated between the Landlord and the Tenant six (6) months prior to the commencement of the Option Term, based on the then current market rent (which market rent shall be deemed to exclude any rent-free periods, leasehold inducements or Landlord's work) for premises of comparable type, age, location and condition. In the event that the said Basic Rent has not been agreed upon by the parties ninety (90) days prior to the commencement of the Option Term, the parties shall within ten (10) days appoint a single arbitrator to determine the Basic Rent for the Option Term. If the parties fail to appoint a single arbitrator within such ten (10) day period, then each party shall at once appoint an arbitrator and such appointees shall appoint a third, which arbitrators so appointed shall determine Basic Rent for the Option Term. In the event one side does not appoint an arbitrator within twenty (20) days of notice that the other side has appointed its arbitrator, the sole arbitrator shall determine the question alone. If the two arbitrators thus chosen shall fail to select a third arbitrator within thirty (30) days after the appointment of the last of them, the same shall be selected by a judge of the Ontario Court of Justice (General Division). The decision of the single arbitrator or any two of the three arbitrators so appointed as to the said Basic Rent shall be final and binding upon the parties hereto, who covenant one with the other that their dispute shall be so decided by arbitration alone and there shall not be recourse to any court by action of law. The aforesaid arbitration shall be carried out pursuant to the provisions of the *Arbitration Act* 1991, S.O. 1991, c. 17, as amended or replaced. Notwithstanding anything herein contained to the contrary, the Basic Rent to be determined during such period shall not be less than the Basic Rent paid by the Tenant for the last year of the Term.

If the Tenant fails to give the appropriate notice within the time limit set out herein for extending the Term, then this option to extend shall be null and void and of no further force or effect. If the Tenant gives such appropriate notice within the time limit set out herein for extending the Term it will forthwith execute the documentation submitted by the Landlord pursuant to this provision.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

) LANDLORD:
) THE CORPORATION OF
) THE TOWNSHIP OF THE ARCHIPELAGO
)
)
) Per: _____
) Name:
) Title:
) I/We have authority to bind the Township
)
)
) TENANT:
) WEST PARRY SOUND HEALTH CENTRE
)
)
)
) Per: _____
) Name:
) Title:
) I/We have authority to bind the corporation

SCHEDULE "A"



**The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO
BY-LAW NO. 2021-**

Being a By-law to authorize an Agreement of Purchase
and Sale of Land from the Town of Parry Sound

WHEREAS pursuant to the Municipal Act, 2001, S.O. 2001, c.25, S.9, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Town of Parry Sound has declared the following property to be surplus to the needs of the Town: Location CL16222; Con 2 Pt Lots 24 and 25; RP 42R19262, Part 1; RP 42R19322, Part 1, in the geographic Township of Harrison;

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 terms of the Agreement of Purchase and Sale with the Town of Parry Sound, attached hereto as Schedule 'A', are hereby approved; and
2. That the Chief Administrative Officer and Clerk are hereby authorized and directed to execute the said agreement on behalf of the Township, and
3. 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 18th day of June, 2021.

Bert Liverance, Reeve

Maryann Weaver, Clerk

AGREEMENT OF PURCHASE AND SALE
(for use in the Province of Ontario)

BUYER THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO agrees to purchase from
SELLER THE CORPORATION OF THE TOWN OF PARRY SOUND the following

REAL PROPERTY:
SURFACE RIGHTS ONLY PT LTS 24 & 25 CON 2 HARRISON PT 1 42R19262 AS IN GB52257; TOWNSHIP OF THE ARCHIPELAGO
PIN: 52246-0557
On which is said to be vacant land

PURCHASE PRICE _____ DOLLARS (CDN\$1.00 _____)

DEPOSIT: _____ DOLLARS (CDN\$0.00 _____)

cash or negotiable cheque payable to Seller's solicitor
to be held in trust pending completion or other termination of this Agreement and to be credited toward the purchase price on completion.
Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft or certified cheque.

Schedule(s) A attached hereto form(s) part of this Agreement.

1. CHATELS INCLUDED: _____
2. FIXTURES EXCLUDED: _____
3. RENTAL ITEMS: The following equipment is rented and not included in the purchase price. The Buyer agrees to assume the rental contract(s), if assumable:

4. IRREVOCABILITY: This offer shall be irrevocable by Buyer \ Seller until 6:00. p.m. on the 28th day of June, 2021, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
5. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the 9th day of July, 2021, Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
6. NOTICES: Seller hereby appoints their solicitor as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter offer, notice of acceptance thereof, or any notice to be given and received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the address for service provided herein or to the published email address or facsimile number of the party's solicitor..

FAX No. _____ (for delivery of notice to Seller) Fax No: 888-787-8099 (for delivery of notice to Buyer)
7. HST: If this transaction is subject to Harmonized Sales Tax (HST), then such tax shall be included in/ ~~in addition to~~ the purchase price. If this transaction is not subject to HST, Seller agrees to provide on or before closing, a certificate that the transaction is not subject to HST
8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 2nd day of July, 2021 (Requisition Date), to examine the title to the property at his own expense and until the earlier of (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its intended use vacant land may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding taxes and work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants imposed by a municipality that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any registered municipal easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services, none of which materially affect the intended use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance (save and except against risk or fire – Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **ELECTRONIC REGISTRATION:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGES:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion is not available in registerable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his own expense to obtain any necessary consents by the closing date.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Seller and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by the Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

17. **RESIDENCY:** Buyer shall be credited towards the purchase price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada. Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, the prescribed certificate, provided that on or before completion Seller shall provide to Buyer a reasonable calculation prepared by the Seller's chartered accountant setting out payment required to obtain the certificate, together with a direction executed by Seller directing payment to the Receiver General of Canada of the amount required to obtain the certificate out of the balance due on completion.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer. Seller agrees to prepay all taxes billed to the end of the billing period, and to provide statutory declaration confirming no arrears.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing.

20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion at the Land Registry Office where the land is registered. Money may be tendered by cash, bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire, or solicitors trust account cheque.

21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

22. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

23. **CONSUMER REPORT:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

24. **AGENCY:** The Seller and Buyer hereby appoint their respective lawyers as their agents and attorneys to amend any term of this agreement by telephone or fax or mail correspondence. Unless otherwise specified in the Declaration of Representation, it is understood that all brokers involved in this transaction are working for the Seller. Buyers are at liberty to seek representation from a broker under separate contract or receive customer service from the Seller's broker.

25. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

26. **ELECTRONIC DOCUMENTS** - This agreement, and any documents created to amend or carry out its provisions, may be produced, signed, exchanged and delivered electronically, in which case the Electronic Commerce Act, 2000, applies to the extent possible.

27. **EXECUTION IN COUNTERPARTS** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators and assigns of the undersigned are bound by the terms herein.

DATED AT Parry Sound this day of [June], 2021.

SIGNED, SEALED AND DELIVERED in the presence of IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

BERT LIVERANCE - REEVE

DATE June 2021 (L.S.)

(Witness)

MARYANN WEAVER - CLERK

DATE June 2021 (L.S.)

I, the Undersigned seller, agree to the above Offer.

DATED AT: Parry Sound

this day of June, 2021

SIGNED, SEALED AND DELIVERED in the presence of

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

JAMIE MCGARVEY - MAYOR

DATE (L.S.)

(Witness)

REBECCA CLARK - CLERK

DATE (L.S.)

SCHEDULE A

TO THE AGREEMENT OF PURCHASE AND SALE RESPECTING

**SURFACE RIGHTS ONLY PT LTS 24 & 25 CON 2 HARRISON PT 1 42R19262 AS IN GB52257;
TOWNSHIP OF THE ARCHIPELAGO**

See attached Passing By-Law 2019-6941 from the Corporation of the Town of Parry Sound

and

**See attached Resolution no. 21-072 with Recommendation Report to Council from the Township of the
Archipelago**

Corporation of The Town of Parry Sound

Passing of By-law No: 2019 – 6941

2nd Day of July, 2019

Moved by Councillor

Seconded by Councillor

That By-law No: 2019 - 6941

Being a By-law to declare property surplus to the Town's needs and to identify a means of sale for Town-owned property legally described as HARRISON LOCATION CL 16222; CON 2 PT LOTS 24 AND 25 RP; 42R19262 PART 1 RP 42R19322; PART 1 now located in the Township of The Archipelago

be considered as read a first time.

- Carried - ✓

Are all members in favour of having the second and third readings? ✓


Moved by Councillor

Seconded by Councillor

That the By-law Above Mentioned Be Considered as Read A Second, And Third Time, Passed, Signed and Sealed.

- Carried -

Entered as Part of The Minutes of the Meeting Held this 2nd day of July, 2019.

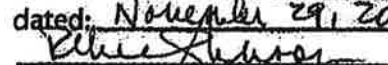


Mayor, Jamie McGarvey



Clerk, Rebecca Johnson

Postponed to: _____
Amends By-law: _____
Repeals By-law: _____
By-law Amended: _____
By-law Repealed: _____

Certified to be a true and correct copy,
dated: November 29, 2019.


Rebecca Johnson, Clerk/Commissioner

The Corporation of the Town of Parry Sound

By-law 2019 - 6941

Being a By-law to declare property surplus to the Town's needs and to identify a means of sale for Town-owned property legally described as HARRISON LOCATION CL 16222; CON 2 PT LOTS 24 AND 25 RP;42R19262 PART 1 RP 42R19322;PART 1 now located in the Township of The Archipelago

WHEREAS pursuant to Section 268 of the Municipal Act, 2001, S.O. 2001, c.25, Council is empowered to sell land; and

WHEREAS Town Council has determined that the property described as HARRISON LOCATION CL 16222;CON 2 PT LOTS 24 AND 25 RP;42R19262 PART 1 RP 42R19322;PART 1 is surplus to the Town's needs (as identified on the attached map);

WHEREAS the Town of Parry Sound wishes to sell this property to The Township of The Archipelago for the sum of One Dollar,

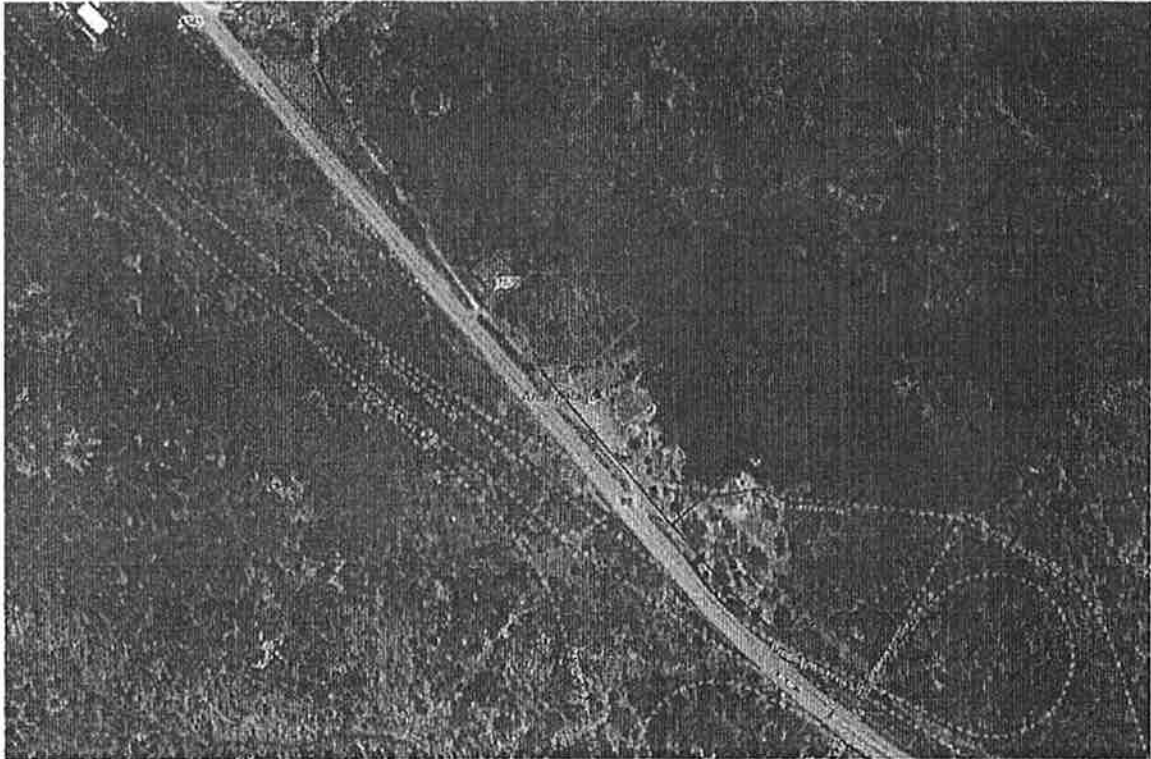
AND WHEREAS the Township of The Archipelago agree to provide services in the form of highspeed internet to the EMS base located in Pointe au Baril when it becomes available at no cost:

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. The lands identified on the map attached as Schedule "A" are hereby declared surplus to the needs of the Town;
2. Council deems it in the public interest to exempt this property from the requirements of By-law 96-3845, being the procedure for sale of real property;
3. The Township of the Archipelago shall be responsible for all costs associated with the transfer of ownership including the Town's legal fees and a survey;



Location of Property to be Disposed





Township of The Archipelago
9 James Street – Parry Sound ON P2A 1T4
Tel: 705-746-4243/Fax: 705-746-7301
www.thearchipelago.on.ca

Resolution No. 21-072

Moved by: Councillor Sheard

Seconded by: Councillor Frost

RE: Land Acquisition – Hwy 69

NOW THEREFORE BE IT RESOLVED that Council direct staff to proceed with the transfer of title for property described as PIN #5224600557 subject to appropriate findings from an Environmental Review of those lands.

Carried.

The Township of The Archipelago

Recommendation Report to Council

Report No.: Corp Services-2021-02

Date: March 31, 2021

Originator: J Villeneuve, Manager of Corporate Services

Subject: Proposed acquisition of lands (Hwy 69, Pointe au Baril)

RECOMMENDATION

1. That Council direct staff to proceed with the transfer of title for property described as PIN #5224600557 subject to appropriate findings from an Environmental Review of those lands.
-

BACKGROUND / HISTORY

In 2012, The Town of Parry Sound on behalf of the Parry Sound District EMS acquired property on Highway 69 just south of Pointe au Baril for the purposes of establishing a new permanent base for part of the District's ambulance service staged out of the Pointe au Baril area. Over the following years alternate plans materialized to co-locate the proposed ambulance service with a new Nursing Station facility on the Community Center property the township owned and operated on South Shore Road. Plans for use of the Highway 69 site were abandoned and the property has remained vacant with no identified uses since the Parry Sound District EMS occupied their new permanent location on South Shore Road in 2016.

The Township of The Archipelago while very geographically extensive has relatively few land parcel holdings. From time to time when opportunities for low-cost property acquisitions materialize efforts have been made to examine the uses of these lands for application in future township initiatives and activities supporting infrastructure.

This property (1.37 acres) described by PIN #5224600557 has been identified for possible internet-infrastructure uses and will also be accessed by the future service road leading to the village of Pointe au Baril after Hwy 400 expansion and interchange are completed. This property and its location could facilitate future signage interests for the Pointe au Baril Community as another potential use.

Attachment #1 – Resolutions by Town of Parry Sound to declare surplus and sell property to the Township of The Archipelago.

Attachment #2 – Site Sketch and Key Map

Attachment #3 – Property Survey

ANALYSIS/NEXT STEPS

There is an element of purchaser due diligence that must be taken prior to moving forward with this proposed purchase. The Township will engage a firm to provide an Environmental Review of the lands being considered for purchase.

Acting only upon favorable findings from the Environmental Review staff would then proceed with undertaking the legal elements of transferring ownership.

FINANCIAL IMPLICATIONS

The purchase price in the transaction is only \$1. The actual cost of acquiring the lands is approximately \$9,000 and is based solely on the incurred costs of undertaking the legal elements of transferring ownership and any purchaser due diligence (i.e. Environmental Review).

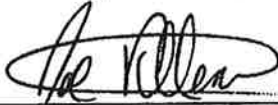
As per the supporting resolution from the Township of Parry Sound, the transfer of the property to the Township is to include the provision of high-speed internet when it becomes available, to the EMS tenants of the Township's Nursing Station/EMS building. The provision of internet service to the facilities located on Township's Community Center property – 13 South Shore Road – is already part of internet connectivity initiatives. It is not anticipated that costs associated with this requirement will add any significant yearly capital or operating costs to working budgets going forward.

This property is already exempt from taxation and any transfer to the township will not impact the existing tax base.

CONCLUSION

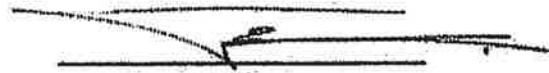
It is recommended that Council approve the findings as described within the report and direct staff to proceed with the transfer of title for property described as PIN #5224600557 subject to appropriate findings from an Environmental Review of those lands.

Respectfully Submitted,



Joe Villeneuve
Manager of Corporate Services

I concur with this report and recommendation



John B. Flor
Chief Administrative Officer

Corporation of the Township of The Archipelago



**MINUTES
MEETING OF COUNCIL**

**May 21, 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

Council Members Absent: Councillors:	Grant Walker	Ward 6
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Staff Present: John Fior, Chief Administrative Officer
Maryann Weaver, Clerk
Joe Villeneuve, Manager of Corporate Services
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 9:19 a.m., and commenced with the singing of the National Anthem, Roll Call, and a Traditional Land Acknowledgement Statement.

2. APPROVAL OF AGENDA

Councillor Andrews requested that the Closed Session matter be deferred to the June Council Meeting. Council was in agreement.

21-082

**Moved by Councillor Sheard
Seconded by Councillor Ashley**

NOW THEREFORE BE IT RESOLVED that the May 21, 2021 Revised Council Meeting Agenda, be approved, as amended.

Carried.

3. MINUTES OF THE PREVIOUS MEETING

Regular Meeting of Council – April 9, 2021

21-083

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

NOW THEREFORE BE IT RESOLVED that the Minutes of the Regular Meeting of Council held on April 9, 2021, be approved.

Carried.

Special Meeting of Council Minutes- April 30, 2021

21-084

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

NOW THEREFORE BE IT RESOLVED that the Minutes of the Special Meeting of Council held on April 30, 2021, be approved.

Carried.

Closed Council Meeting Minutes – April 9, 2021

21-085

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

NOW THEREFORE BE IT RESOLVED that the Closed Council Meeting Minutes held on April 9, 2021, be approved.

Carried.

Closed Committee Meeting Minutes – April 8, 2021

21-086

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

NOW THEREFORE BE IT RESOLVED that the Closed Committee Meeting Minutes held on April 8, 2021, be approved.

Carried.

Closed Special Meeting of Council Minutes – April 30, 2021

21-087

**Moved by Councillor Zanussi
Seconded by Councillor Ashley**

NOW THEREFORE BE IT RESOLVED that the Closed Special Council Meeting Minutes held on April 30, 2021, be approved.

Carried.

4. CLOSED MEETING

Councillor Andrews – Indemnification Request

This matter was deferred to the June 18th, 2021 Meeting of Council.

5. CAO REPORT ON COUNCIL DIRECTIONS

21-088

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

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

Carried.

6. REPORT OF TASK FORCES/COMMITTEES

• FINANCE AND ADMINISTRATION

Internet Connectivity – Guiding Principles Document

21-089

Moved by Councillor Barton
Seconded by Councillor Sheard

NOW THEREFORE BE IT RESOLVED that Council accept the recommendation of the Connectivity Ad Hoc Committee, and adopt the Guiding Principles for broadband infrastructure and high speed internet service development within the Township of The Archipelago.

Carried.

Love My Neighbour – <https://fundraise.unicef.ca/lovemyneighbour/give>

21-090

Moved by Councillor Mead
Seconded by Councillor Ashley

NOW THEREFORE BE IT RESOLVED that Council hereby direct staff to investigate the Love My Neighbour charity and report back in June.

Carried.

• ENVIRONMENT

Bill 279 – Environmental Protection Amendment Act (Microplastics Filters for Washing Machines), 2021

21-091

Moved by Councillor Andrews
Seconded by Councillor Manners

WHEREAS microfibers are human-made strands less than 5mm composed of either synthetic or natural materials. Microfibers are shed through the wear and tear of textiles through the laundering process;

WHEREAS billions of microfibers are released into the Great Lakes daily from machine laundering of clothes. Studies have found a single load of laundry can release up to millions of microfibers into washing machine effluent, which flows to the wastewater treatment plant. Wastewater treatment can capture up to 99% of microfibers in sewage sludge, but microfibers are still released into aquatic ecosystems through treated effluent. Billions of microfibers are released into the aquatic ecosystem daily in the Great Lakes basin, either directly via treated final effluent, or indirectly as runoff from land-application of treated sewage sludge; and

WHEREAS microfiber contamination is widespread: Worldwide and local studies have shown microfibers present in commercial fish, Great Lakes fish (including Lake Trout, Rainbow smelt, Brown bullhead, etc.), honey, salt, Great Lakes beer, tap water, bottled water and much more; and

WHEREAS microfibers are the most prevalent type of microplastics in the environment and have been found in surface water, soil, biota, and atmospheric samples; and

WHEREAS a 2014 surface water study in Lake Erie, Lake Ontario, and their tributaries measured microplastics at abundances between 90,000 and 6.7 million particles per square kilometer. These levels of microplastics are similar to or exceed concentrations found in ocean gyres like the "Great Pacific Garbage Patch; and

WHEREAS microplastics do not biodegrade; and

WHEREAS chemicals such as dyes and flame retardants are added to textiles during manufacturing. Textiles can also absorb chemicals from their environment after manufacturing. Some of these chemicals are toxic, and harmful chemical compounds can be released into the environment via leaching from microfibers; and

WHEREAS a growing body of research shows that the effects of microplastics on animal life are far-reaching. Researchers have investigated the impacts of microplastics on gene expression, individual cells, survival, and reproduction. Mounting evidence shows that negative impacts can include decreased feeding and growth, endocrine disruption, decreased fertility, and other lethal and sub-lethal effects. Some of these effects are due to ingestion stress (physical blockage), but many of the risks to ecosystems are associated with the chemicals in the plastic. Studies have shown that chemicals transfer to fish when they consume microplastics. When these fish end up on our dinner plates, we potentially increase the burden of hazardous chemicals in our bodies; and

WHEREAS a recent set of laundering experiments in the laboratory; have shown that an external filter can capture an average of 87% of fibres by count and 80% by weight before they go down the drain (McIlwraith et al. 2019). On a wider scale and in real-life context, Georgian Bay Forever, the University of Toronto and the Town of Parry Sound are completing a study that is measuring the effect that about 100 filters in households has on reducing microfibre pollution in the effluent of a wastewater treatment plant. The results of this study are to be released in August; and

WHEREAS add-on filters cost approximately \$180-220 CDN to purchase and install, which is prohibitive for the average household. Accordingly, voluntary adoption rates are low; and

WHEREAS France has passed legislation (France 2020-105, Article 79) that requires future washing machines sold to have filters. California has introduced a bill (California AB 622), and Ontario has tabled Private Member's Bill 279 to prohibit sales of washing machines without a filter of mesh size 100 microns or smaller. Companies such as Arclik have manufactured washing machines with filters built directly into them;

NOW THEREFORE BE IT RESOLVED that the Great Lakes St. Lawrence Cities Initiative (Cities Initiative) recognizes that to date the largest documented source of environmental microfibers is washing machines, and that findings indicate washing machine filters mitigate the majority of fibres shed during machine washing; and

BE IT FURTHER RESOLVED that the Cities Initiative recognizes the need to require future sales of washing machines to include filters with a maximum mesh size of 100 microns; and

BE IT FURTHER RESOLVED that the Cities Initiative and its members call on the Ontario government to pass Bill 279, and to call on the Canadian and U.S. government to create appropriate regulatory measures to the same effect; and

BE IT FURTHER RESOLVED that until households can only buy new laundry machines outfitted with <100 micron filters, the Cities Initiative and its members call on provincial, state and federal governments to provide funding and education to help constituents reduce microfiber waste.

BE IT FINALLY RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to submit this resolution to the Great Lakes St. Lawrence Cities Initiative; and forward this resolution to all municipalities in the Great Lakes watershed and to Federal and Provincial Representatives.

Carried.

Bill 228 - Banning unencapsulated Polystyrene Foam

21-092

Moved by Councillor Emery
Seconded by Councillor Sheard

WHEREAS unencapsulated expanded and extruded polystyrene foam (PS foam) is a common and economical product used for dock flotation; and

WHEREAS unencapsulated PS foam, when used as floatation, deteriorates and breaks down through exposure to water, sunlight and chemicals (gasoline, oil & other contaminants), as well as from animals and physical impacts from boats and other debris; and

WHEREAS the environmental impacts associated with the breakdown of unencapsulated PS foam are significant. PS foam is one of the top items of debris found on shorelines, beaches, and surface water around the world. Widespread and global contamination has resulted in PS foam being found in the gut contents of wildlife, including in the Great Lakes - St. Lawrence River Basin. PS foam causes adverse effects to wildlife when ingested. Laboratory experiments show negative impacts of PS foam on feeding behaviour, growth, hepatosomatic index (HSI), and reproduction. Under certain conditions, PS foam leaches known toxics styrene and benzene. Floating particles of PS foam also has aesthetic impacts on shorelines and waterways; and

AND WHEREAS there is no Federal legislation in Canada regulating the use of unencapsulated expanded polystyrene foam (EPS) for docks to date. However, on May 13, 2021, the Province of Ontario passed *Bill 228: Keeping Polystyrene Out of Ontario's Lakes and Rivers Act*, to regulate and control its use for floats; and

NOW THEREFORE BE IT RESOLVED that the Great Lakes and St. Lawrence Cities Initiative (Cities Initiative) recognizes the need for PS foam to be encapsulated when used for flotation; and

BE IT FURTHER RESOLVED that the Cities Initiative and its members call on the Federal Government of Canada (Ministries of Fisheries and the Environment) the Province of Ontario (Ministry of Natural Resources & Forestry, Ministry of Environment, Conservation & Parks), the Province of Quebec, The United States (U.S.) Federal Government, and the U.S. States of New York, Pennsylvania, Ohio, Indiana, Michigan, Illinois, Wisconsin and Minnesota to work in collaboration with each other to enact laws which:

1. ban unencapsulated polystyrene (PS) products in all new and replacement public and private floating facilities across the Great Lakes Region and the coasts of Canada and the United States;
2. find common standards of defining encapsulation with the goal of zero emissions of PS foam;
3. require the timely transition to approved encapsulated PS products, for all public and private floating facilities currently using unencapsulated PS foam; and
4. require the proper disposal of all unencapsulated expanded polystyrene (EPS) products currently being used for dock flotation.

BE IT FINALLY RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to submit this resolution to the Great Lakes St. Lawrence Cities Initiative; and forward this resolution to all municipalities in the Great Lakes watershed and to Federal and Provincial Representatives.

Carried.

Purchase and Distribution of Filters for Washing Machines

21-093

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

NOW THEREFORE BE IT RESOLVED that Council hereby direct staff to investigate the purchase of filters for washing machines, and their distribution to our community, including exploring options to partner with the Ratepayer Associations for distribution of these devices;

BE IT FURTHER RESOLVED that Council for the Corporation of the Township of The Archipelago directs its staff to send this resolution to all municipalities in the Great Lakes Watershed, and to the Province.

Carried.

• **PUBLIC WORKS**

Island Sites Waste and Recycling Barging Services Renewal

21-094

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

NOW THEREFORE BE IT RESOLVED that Council authorize staff to renew a bargaining contract with Chantler Barging for a 3-year term, with option to extend for a further one year.

Carried.

7. CORRESPONDENCE

Council Correspondence

21-095

**Moved by Councillor Zanussi
Seconded by Councillor Frost**

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

Carried.

8. OTHER BUSINESS

AMO Conference Delegation Meetings- Discussion

Council agreed that no delegations were required at this years AMO Conference.

WPS Economic Development Collaborative Steering Committee – WPSEDC Terms of Reference

21-096

**Moved by Councillor Emery
Seconded by Councillor Ashley**

WHEREAS the West Parry Sound Economic Development Collaborative (WPSEDC) is a partnership between the seven municipalities of West Parry Sound, originally created in 2018 with a mandate to improve the region's business environment;

AND WHEREAS member municipalities approved the WPSEDC Terms of Reference in early 2018, which created a collaborative governance model involving a Board of Municipal Stakeholders, a Core Group of Advisors, a Steering Committee, and a Regional Economic Development Officer (EDO);

AND WHEREAS the Steering Committee and the Regional EDO are the only elements of this model had have been implemented to date;

AND WHEREAS FedNor approved funding for a period ending November 2023 to hire a Regional Economic Development Officer for a three (3) year term, with contributing funding coming from member municipalities;

AND WHEREAS all member municipalities passed resolutions of Council in October 2020 confirming their commitment to the WPSEDC;

AND WHEREAS the Steering Committee and the Regional EDO have recommended amendments to the WPSEDC Terms of Reference in order to reflect current operating procedures and economic development priorities;

AND WHEREAS the WPSEDC structure requires a Board of Stakeholder Municipalities, comprised of the Heads of Council (or designate) of the member municipalities, to provide high-level strategic direction to the WPSEDC;

NOW THEREFORE BE IT RESOLVED that the Municipality adopts the updated WPSEDC Terms of Reference;

AND FURTHER BE IT RESOLVED that the Municipality hereby appoints Reeve Liverance to the Board of Stakeholder Municipalities.

AND FURTHER BE IT RESOLVED that the Municipality hereby appoints Councillor Ashley as an alternate Member of Council in the event the Reeve Liverance is unable attend a meeting.

Carried.

9. BY-LAWS

Designate Persons to Sign Cheques Issued by the Municipality

2021-25

**Moved by Councillor Andrews
Seconded by Councillor Mead**

That By-law Number 2021-25, being a By-law to Designate Persons to Sign Cheques Issued by the Municipality, be read and finally passed in Open Council this 21st day of May, 2021.

Carried.

Briggs, Paul – Zoning By-law Amendment No. Z01-21

A2098-21

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

That By-law Number A2098-21, being a By-law to amend By-law No. A2000-07 (the Comprehensive Zoning By-law) for part of Island D30, being Part 1 on Plan PSR-243, designated as Parcel 7992 PSNS, in front of the geographic Township of Harrison, be read and finally passed in Open Council this 21st day of May, 2021.

Carried.

Henhoeffter, John and Cooley, Leanne

Authorize the execution of a development agreement

Lot 16, Concession 10, except Part 1 on Plan 42R-2823, Parts 1 to 4 on Plan 42R-17868, Parts 1 to 3 on Plan 42R-20533 & Part 1 on Plan 42R-20846; S/T Part 1 on PSR-565, Part 2 on Plan 42R-2524, except Parts 1 to 3 on Plan 42R-17868; T/W Parts 2 and 3 on Plan 42R-17868, Part 1 on Plan 42R-20529, subject to an easement as in GB130898.

2021-26

**Moved by Councillor Mead
Seconded by Councillor Andrews**

That By-law Number 2021-26, being a By-law to authorize the execution of a site plan development agreement between John Henhoeffter/Leanne Cooley and the Corporation of the Township of The Archipelago, be read and finally passed in Open Council this 21st day of May, 2021.

Carried.

Appointment of Municipal Weed Inspector- Public Works Supervisor

2021-27

**Moved by Councillor Manners
Seconded by Councillor Sheard**

That By-law Number 2021-27, being a By-law to Appoint a Municipal Weed Inspector, be read and finally passed in Open Council this 21st day of May, 2021.

Carried.

Establish the Sans Souci Community Centre Committee

2021-28

**Moved by Councillor Manners
Seconded by Councillor Emery**

That By-law Number 2021-28, being a By-law Establish the Sans Souci Community Centre Committee to Raise Funds for the Construction of a Community Centre on the Sans Souci and Copperhead Association Island Property in Sans Souci, be read and finally passed in Open Council this 21st day of May, 2021.

Carried.

10. QUESTION TIME

Councillor Ashley acknowledged the high fire rating so early in the season and requested that staff ensure the appropriate messaging is communicated to the public. Maryann Weaver reported on her process when the fire danger rating changes, and where and how she sends her messages out.

Councillor Frost inquired about who takes care of the fire related duties in the unincorporated area. Maryann Weaver reported that she would inquire and report back.

11. CONFIRMING BY-LAW

2021-29

**Moved by Councillor Frost
Seconded by Councillor Zanussi**

That By-law Number 2021-29, being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on May 21st, 2021, be read and finally passed in Open Council this 21st day of May, 2021.

Carried.

12. ADJOURNMENT

21-097

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

NOW THEREFORE BE IT RESOLVED that the Regular Meeting of Council held on May 21, 2021, be adjourned at 10:04 a.m.

Carried.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk



MINUTES
COMMITTEE OF THE WHOLE
April 8, 2021
Via Zoom Meeting
9 James Street, Parry Sound, Ontario

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
	Grant Walker	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, Treasurer
Greg Mariotti, Manager of Operational Services

1. FINANCE AND ADMINISTRATION

Introduction of new members of staff

John Fior provided Council with an introduction of the Township's new employees, Alison Scarrow, Operational Services Administrator and Alana Torresan, Executive Assistant.

2021 Budget Update

Councillor Ashley provided a brief update, reporting that the final budget resulted in a 1% increase in tax rate.

Vaccine Advocacy

Reeve Liverance provided an update and introduced the proposed resolution.

The Committee discussed the matter.

Staff was directed to bring forward the resolution to the April Council Meeting.

Land Acquisition – Hwy 69

Joe Villeneuve provided the Committee with a brief update, background and history on the project.

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

SMART Tower – Equipment Contract for the SPEEDIER micro-grid project with Lakeland Holding

Joe Villeneuve summarized his report for the Committee, and requested approval to execute the equipment agreement for a Tesla Powerwall with Lakeland Holding. Council was in agreement.

Staff was directed to bring a By-law forward to the April Council Meeting.

By-law Enforcement Contract

Joe Villeneuve provided a brief update, reporting that the contract is a one-year renewal and that there are no changes. Council was in agreement.

Staff was directed to bring the By-law forward to the April Council Meeting.

Legal Update – No updates to report

No issues were raised.

Ontario Medical Association. Doctors Day 2021

The Committee discussed the letter. Reeve Liverance summarized the letter requesting support for Doctors Day.

Staff directed to draft a message on behalf of Council to be posted on our website, and to include a message in the spring newsletter.

Decibel Project Coalition

Councillor Frost provided a brief update, and suggested that Council pass a resolution to show support.

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

COVID-19 Pandemic – Property Tax Support for Taxpayers

Councillor Ashley provided an update, reporting that a proposed resolution has been added to the April Council for Council's consideration.

2. PLANNING AND BUILDING

Zoning By-law Amendment Application-Z03-21 (McLennan)

Cale Henderson summarized the application.

The following is a statement that was made by Councillor Mead:

During the public meeting last month, one of the public attendees suggested that I have a conflict of interest in this application because I am a co-owner of a private marine on Crane. As I reported to staff and Council shortly after the meeting, I have no ownership at all in a private marina on Crane or anywhere else for that matter. I am however, a member, director and officer of a non-profit organization called Aga Ming Association which owns a landing on Crane. In order to make sure I was not in conflict, I asked for an opinion from our integrity commissioner on March 24th. I received a 4 page report from Harold Elston yesterday. At the end of the report he states, "I do not believe that you have a conflict under the code."

Staff was directed to bring the By-law forward to the April Council Meeting.

Zoning By-law Amendment Application-Z04-21 (Township/Healey Lake Property Owners Association)

Cale Henderson summarized the application. No issues were raised.

Staff was directed to bring the By-law forward to the April Council Meeting.

Closed Meeting

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

NOW THEREFORE BE IT RESOLVED that the Planning and Building Committee move into a CLOSED MEETING at 10:01 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) **LPAT Appeal to OPA No. 68, ZBLA No. Z02-20,
Consent Application Nos. B16-20, B17-20, B18-20, B19-20**

Carried.

Open Meeting

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

NOW THEREFORE BE IT RESOLVED that the Planning and Building Committee move out of a CLOSED MEETING at 10:55 a.m.

Carried.

The Committee recessed for a break at 10:56 a.m. and resumed business at 11:07 a.m.

Building Permit Summary

Rob Farrow informed the Committee that the high price of lumber is not having a negative effect on the building industry, reporting that building permits were up last year, and are up again so far this year. Mr. Farrow further clarified how the value of the construction project are calculated.

3. ENVIRONMENT COMMITTEE

Road Management Action on Invasive Phragmites

Councillor Barton provided a brief report on the Phragmites Conference, reporting that a summary of the webinar will be sent out to all of Council. Ms. Barton asked that everyone take the time to read it or watch the recording.

Councillor Barton presented a proposed resolution to come forward to the April Council Meeting. No issues were raised.

Unencapsulated Dock Foam

Reeve Liverance provided an update, reported that he had the opportunity to present to the Province on the dock foam initiative and that Bill 228 is now in its third reading.

Derelict Docks

The Committee discussed the issue.

Staff was directed to report back to the Committee with recommendations on how to deal with and dispose of derelict docks.

Greg Mariotti updated the Committee on the resolutions that were passed in 2019.

The Committee discussed options on how the Township can assist with the disposal and clean up of old docks.

Staff was directed to forward Council copies of the resolutions that were passed.

4. PUBLIC WORKS

Operational Services Update

Greg Mariotti provided updates on various public works activities and initiatives.

5. STRATEGIC COMMITTEE

Strategic Plan Update

Mr. Fior provided an update, reporting that the Strategic Committee met with the consultant, who has submitted a proposal to facilitate the development of a new strategic plan.

Resolutions will come forward to the April Council Meeting to accept the consultant's proposal; and to adopt the Strategic Directions, 2020 and Beyond –Strategic Plan Review Background Document, and the Amalgamation Delegation Presentation.

6. ADJOURNMENT

Meeting adjourned at 11:58 a.m.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk



**Solar Panel
Grant Funding**

**Green Inclusive
Community
Building
Program**

Green Inclusive Building Funding Program?

- Infrastructure Canada has just launched the GIBC funding program targeting energy efficiency measures and green retrofits for new and existing community-oriented buildings.
- Solar projects are eligible for funding under two streams
- Energy costs could be permanently reduced by 80% or more by installing solar panels under this program.


How much funding
is available?

- **\$860 Million** is available for small and medium retrofits to existing buildings (Stream 1)
- **\$430 Million** is available for new builds and large retrofits to existing buildings (Stream 2)

Who qualifies for GICB funding?

Eligible facilities include:

- Community arenas, recreation centres and youth centres
- Community health/wellness facilities
- Indigenous health and social infrastructure facilities
- Indigenous education facilities



Mobile Community Structures	Community Health and Wellness Facilities	Indigenous Projects only
<ul style="list-style-type: none"> • Mobile health clinics • Mobile libraries • Mobile youth service facilities 	<ul style="list-style-type: none"> • Community health centres • Addiction and mental health centres • Rehabilitation centres • Seniors' centres • Food safety/security: Community food storage facilities/food banks, community greenhouses 	<p><i>In addition to the other eligible building and asset types, the following:</i></p> <p><i>Indigenous health and social infrastructure facilities, including:</i></p> <ul style="list-style-type: none"> • Community health centres • Clinics • Paramedic facilities • Long-term care facilities/Elders' lodges • Family violence and homeless shelters <p><i>Indigenous education facilities, including</i></p> <ul style="list-style-type: none"> • Schools • Universities & colleges • Early childhood/Daycare • Adult learning centres

Who qualifies for GICB funding?

✓

Table 3: Eligible buildings and asset types: New Community Buildings		
Community, Culture and Recreation Facilities	Mobile Community Structures	Indigenous only
<ul style="list-style-type: none"> • Community centres • Public sports and recreational facilities • Cultural buildings • Child and youth centres • Adult community learning centres • Seniors' centres 	<ul style="list-style-type: none"> • Mobile health clinics • Mobile libraries • Mobile youth service facilities 	<p>Indigenous health and social infrastructure facilities, including:</p> <ul style="list-style-type: none"> • Community health centres • Clinics • Paramedic facilities • Long-term care/Elders' lodges • Family violence and homeless shelters <p>Indigenous education facilities, including:</p> <ul style="list-style-type: none"> • Schools • Universities and colleges • Early childhood/Daycare • Adult learning centres

We specialize in securing this kind of funding



**In 2020 alone
Otter developed
over \$4 Million in
projects that
received Federal
Funding**

- Since 2009 we have been helping Ontario businesses, institutions and community facilities save on energy costs and secure funding to do it.
- We understand every required step, and can guide you through a turnkey process - from the assessment to application to design and installation.

Five steps to get your funding

Otter Energy will help you with every step in the process.

- 1. Design:** Analyze your hydro bills, solar irradiance and model the potential production of solar energy to produce a proforma and Solar EPC agreement.
- 2. Review system details:** Decide on your solar array's estimated size and cost: there is 100% funding up to \$250,000; 80% funding over \$250,000 and up to \$3 million in free grant funding.
- 3. Application:** Review, and your grant application and proforma are submit it to the GIBC program.
- 4. Approval:** Your grant is approved and you receive your funding from the GIBC program.
- 5. Installation:** Turnkey, hands-off installation of your system by Otter Energy

***Grant submission due by July 6th and it's first come first serve.**

Ontario's most trusted solar company

Otter Energy's core expertise is in solar system design and installation. Since 2009, Otter has installed over 100MW, working with some of the biggest developers in Canada to build largescale commercial solar.



Number of solar panels
installed since 2009

250,000+



Solar energy generated
per year

82,500 MWh

Recent Solar Project Experience

- 1,600 kW industrial solar rooftop NEM - 2020/2021
- 2,550 kW (3 sites) large format retail solar Repowering - 2020
- 2,000 kW + (multiple sites) schools solar rooftop FIT - 2017/2018

Our Clients



Hastings and Prince Edward
District School Board



Why Otter Energy?

Otter Energy is uniquely focused on providing turnkey engineering, procurement and construction of solar energy in Ontario. We have persevered in Ontario while others have left the market by creating value for our clients.

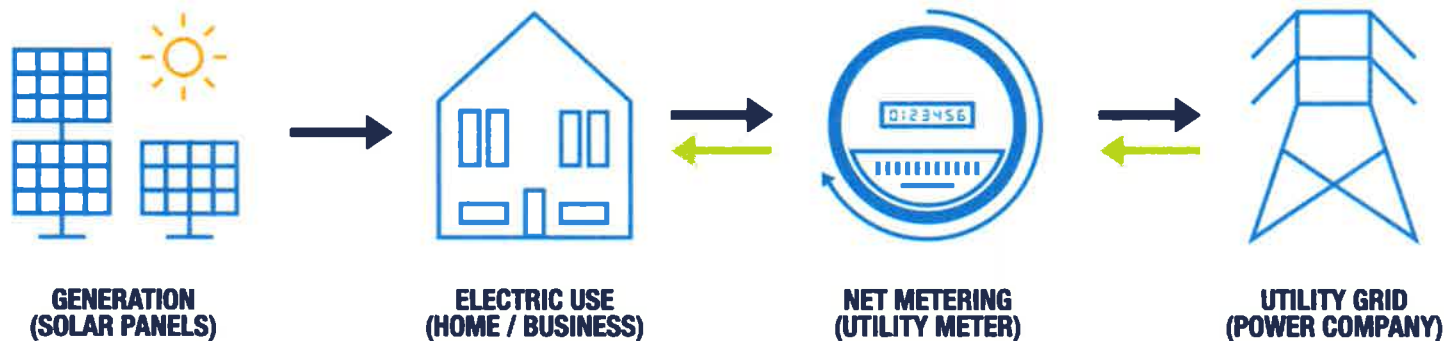
The Otter Difference

- 1) Significant Experience in building solar in Ontario
 - Experience working with diverse set of projects (i.e. warehouse, schools, manufacturing, First Nations) utilities as well as on retrofits and new buildings
 - Experience in working with local distribution companies to overcome interconnection challenges for large scale Net Metering
 - Over 18 MW of experience in solar design, procurement and installation in Ontario since 2017
 - In 2020 Otter helped our clients develop over \$4 Million of Solar projects with Federal Grant Funding
- 2) High volume of work ensures preferred pricing for equipment
- 3) All design, procurement and labour performed in house
 - In house team of engineers, designers, procurement, project managers, electricians and mechanical labour ensures smooth communication and greater quality control.
- 4) Fully bondable

Savings Opportunity >> Net Metering

There are over 3,600 solar projects representing over 2,550 MW under contract in Ontario today. Going forward solar will be developed under Ontario's Net Metering Regulation.

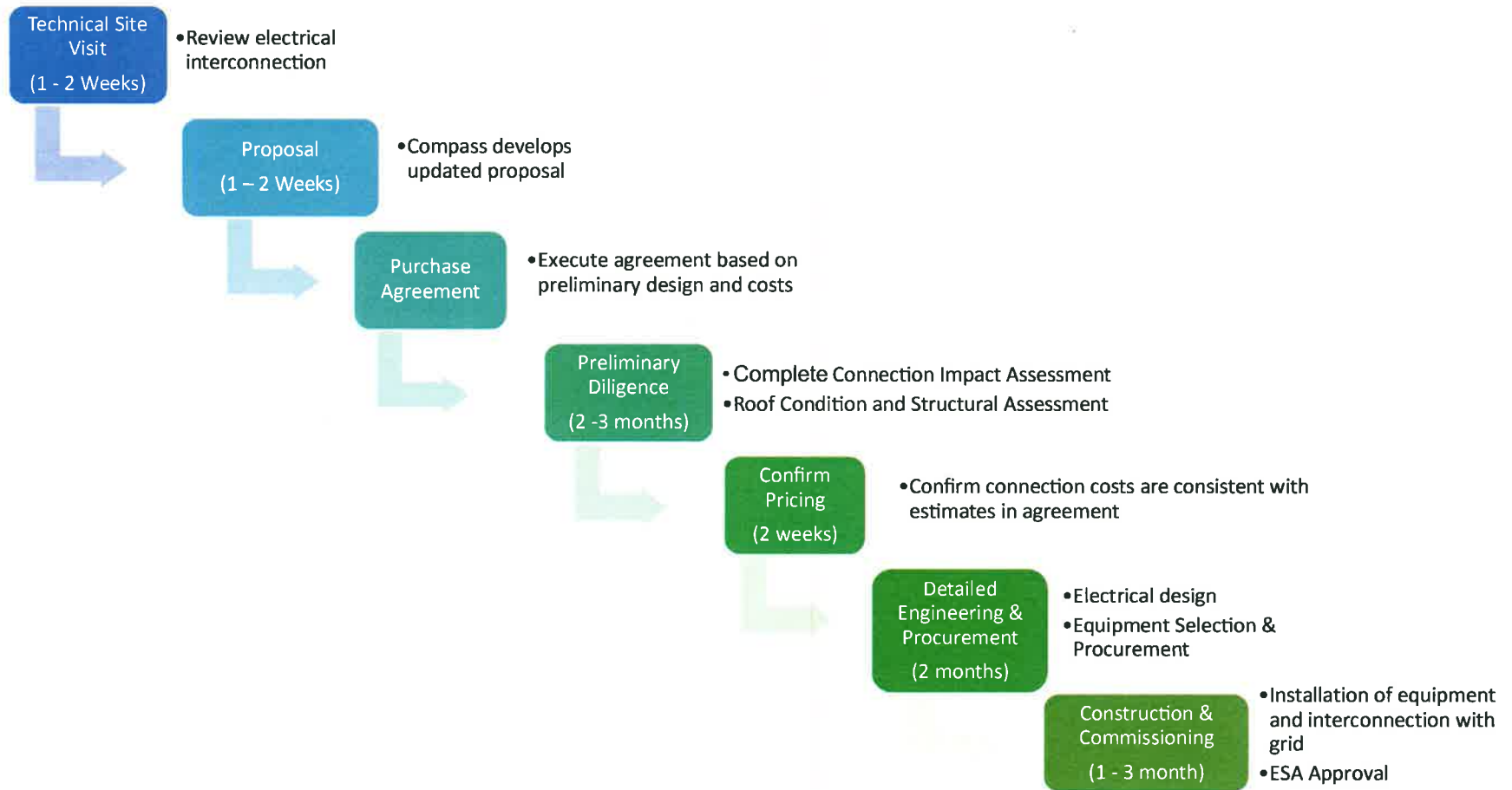
What is Net Metering?



- Net-metering is a billing arrangement which allows customers to generate renewable energy onsite for their own use, and to receive bill credits for any surplus electricity they send to the grid.
- Credits are carried forward to offset future consumption, up to 12 months.
- Net metering creates energy credits (i.e. kWh), so all charges that are based on kWh can be offset.
- Net metering is a regulation, (O.Reg 541/05) under the *Ontario Energy Board Act, 1998* and is available throughout Ontario.

Next Steps

Otter can prepare a desktop proposal for your consideration based on current design drawings and plans.



Next Steps



Contact

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Stirling-Rawdon Arena
Solar Lease Questions & Answers
2021.05.04

Who is responsible for the decommissioning of the project at the end of the life cycle?

The expected useful life of the equipment is longer than the lease term. In addition, the capacity on the grid will remain the Arena's indefinitely. So the Arena stands to benefit from 5-10 years of energy from the solar system after the lease ends. A few options exist here:

1. In a lease-to-own scenario, the ownership of the system and all associated equipment would revert to the Arena at the end of the lease term. The Arena would take over ownership of all equipment, along with responsibility of decommissioning or retrofitting 5-10 years later.
2. In a perpetual lease scenario, CoEnergy could maintain ownership of the system, and renegotiate lease terms after the initial lease period comes to an end.
3. Finally, if the board decides now that it does not foresee a need to continue to participate in net metering after the end of the lease term, the co-op could include a decommissioning clause in the equipment lease agreement, in which case the co-op would take on responsibility for decommissioning and would have the system removed at the end of the term, at no cost to the Arena.

If maintenance needs to be done on the roof, how is that to be completed?

CoEnergy has had projects where roof maintenance is required. Panels can be removed and re-installed. The lease agreement has clauses for outages (both planned and unplanned). Roof repair can certainly take place during the lease term and removal will be coordinated with Otter in order to minimize system downtime. The lease approach CoEnergy uses allows for a total of 48 hours of planned outages per year. Our lease allows the Arena to undertake a full or major roof replacement after an agreed upon timeframe following installation (5 or 10 years after installation, for example).

What other arenas have you completed this project on in Ontario and what was their feedback?

Otter Energy has installed systems on 2 arenas, each in the 300-365kW size range. These were projects built in 2014-2015, contracted under the Ontario FIT program, and continue to operate successfully today.

In addition, Otter has installed over 30 systems of similar size to the Arena's on metal roofs of comparable construction with no issues. Otter has also built systems for the Windsor, Peel and Hastings District school boards, and continues to provide ongoing operations and maintenance services on many of these systems. References are available upon request.

Is there a green alternative to what solar panels we use? (More environmentally friendly)

The panels selected for this project are from Canadian Solar, which is a world leader in terms of production quality and reliability. The company is vertically integrated, which means less outsourcing and less shipping and transport of component materials before they are assembled into the finished product.



The manufacturing carbon footprint of Canadian Solar panels translates to 10g of CO₂ per kWh per year of generation during the 25 year warranty period.

In Ontario, reducing your energy consumption by going solar provides an environmental benefit of 132g of CO₂ per kWh per year.

Panels have a useful life well beyond the 25 year warranty period. Since 2019, Otter has been working with owners of 7-10 year old systems who want to replace their panels for newer ones and increase their energy production. All of the 2,000+ panels removed since 2019 have been re-used in other projects. None have gone to landfill. Otter maintains a policy of mandatory re-use or recycling of all used panels.

It is also worth noting that CoEnergy is in a position to finance and manage the installation of other energy efficiency equipment that can compliment the environmental benefit of the solar system. This could include replacing old refrigeration/HVAC equipment, installing a building automation system, and arena-specific technology like cold-water ice resurfacing equipment and electric Zamboni.

With so many panels there must be a failure rate. How do we determine if a panel has failed and how do we go about replacing it?

The failure rate of solar panels is extremely low. It averages to 0.05% across the industry. If a panel fails, Otter Energy/CoEnergy will replace a failed panel at no cost to the Arena during the term of the lease. All maintenance and repairs for the solar are included as part of the lease.

Who is responsible for maintaining peak efficiency of the system and who pays?

All maintenance and repairs for the solar are included as part of the lease. The Arena only pays the lease payments, which are based on a predetermined rate per kWh of energy generated. The Arena is not responsible for any other ongoing costs associated with the solar. As the solar energy provider, CoEnergy is responsible for all aspects of system performance during the term of the lease. Otter Energy will be engaged to carry out a comprehensive Operations and Maintenance program to ensure system performance. This includes 24/7 Monitoring, annual preventative maintenance and corrective maintenance visits as needed.

Can we do a partial project, for example 50% so we only cover half the roof?

In theory, yes - although it hurts the overall economics of the project. It would also mean the Arena will still need to buy 60% of its energy from the grid. The result would be greater exposure to hydro rate fluctuations and less environmental benefit.

Who pays for expenses in the installation and maintenance of this system?

CoEnergy is in a position to fully finance this project. This lease approach includes ongoing maintenance, anticipated equipment refurbishment/replacement, and annual inspections. Options may exist to blend in grant funding. Co-Energy's financing comes entirely from individual members of our co-op, and anyone living in Eastern Ontario can join and invest if they wish to.

Liabilities of the installation

Each party will be required to maintain appropriate insurance during the term of the lease.

In addition to that, Otter energy is a fully insured contractor and carries all necessary insurance to cover the construction period. Certificate of Insurance available upon request.

The estimate savings is assuming a substantial increase in hydro rates annually?

Correct. This is based off of historical trends, as well as analysis of provincial long-term energy plans, utility planning documents, and more. According to data from the IESO, between 2009 and 2019, the kWh cost of hydro increased at an annual rate of 7.36%. This doesn't even include additional delivery or regulatory charges that are billed on a kWh basis.



Source: IESO

Who looks after HON1 net metering contract?

Both CoEnergy and Otter Energy have extensive experience handling net metering contracts with utilities. Otter also has particular experience with Hydro One. Our two organizations would work together to ensure this process goes smoothly and that all terms of the net metering agreement are met throughout the term of the lease.

**Electrical work for net metering configuration is paid by?**

The entire cost of the system is financed by CoEnergy, including all electrical work required to make the net metering connection and all associated connection costs payable to the hydro company. Should there be unforeseen electrical work necessary (for instance, major upgrades to existing building electrical equipment) CoEnergy may have to amend lease terms to incorporate this cost.

Insurance/liability on roof defects, due to install?

Otter Energy has extensive experience working with roofing companies to ensure roof warranties are maintained with the solar installed. The proposed system design uses non-penetrating seam clamps to hold the system to the roof. Recommend Otter talks to your roofing contractor who holds the current roof warranty.

Who removes solar panels if lease cancelled?

There is a lease cancellation clause (with penalties). CoEnergy would work with Otter to remove panels, seek a new home for them.

Design 1 TWP Archipelago 70, 70 S Shore RdPointe au Baril, ON P0G 1K0

Report

Project Name	TWP Archipelago 70
Project Address	70 S Shore RdPointe au Baril, ON P0G 1K0
Prepared By	Redwan Syed rsyed@otterenergy.com



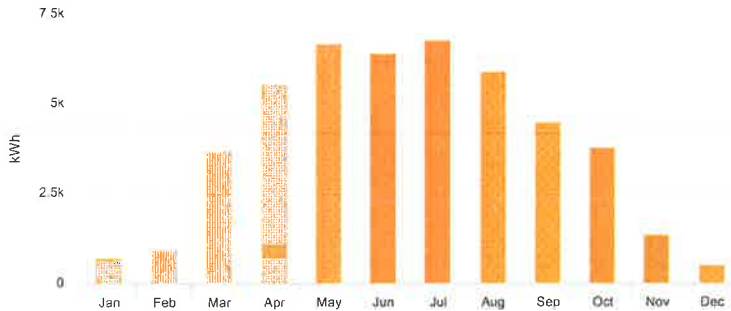
System Metrics

Design	Design 1
Module DC Nameplate	50.6 kW
Inverter AC Nameplate	30.0 kW Load Ratio: 1.69
Annual Production	46.96 MWh
Performance Ratio	63.5%
kWh/kWp	928.4
Weather Dataset	TMY, 10km Grid, meteonorm (meteonorm)
Simulator Version	8e8a737557-8c574f6450-f3f5464605-b7b0b7f0e1

Project Location

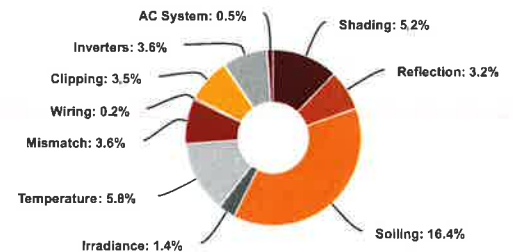


Monthly Production



Month	GHI (kWh/m ²)	POA (kWh/m ²)	Shaded (kWh/m ²)	Nameplate (kWh)	Grid (kWh)
January	50.3	68.7	66.7	803.5	729.6
February	71.2	89.7	86.7	1,054.5	971.2
March	113.7	130.6	125.3	3,987.7	3,700.6
April	140.0	149.7	141.9	6,628.4	5,544.7
May	176.9	179.9	168.4	8,201.5	6,684.4
June	182.1	181.3	168.7	8,215.0	6,439.0
July	189.5	190.8	178.2	8,680.1	6,788.0
August	154.3	160.7	151.3	7,360.1	5,921.2
September	106.5	116.9	111.3	5,401.6	4,491.3
October	77.3	92.1	88.5	4,266.9	3,792.6
November	40.3	49.9	48.0	1,509.7	1,365.9
December	36.9	51.6	50.1	601.5	535.8

Sources of System Loss



⚡ Annual Production

	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,339.1	
	POA Irradiance	1,462.0	9.2%
	Shaded Irradiance	1,385.3	-5.2%
	Irradiance after Reflection	1,340.4	-3.2%
	Irradiance after Soiling	1,120.8	-16.4%
	Total Collector Irradiance	1,120.7	0.0%
Energy (kWh)	Nameplate	56,710.6	
	Output at Irradiance Levels	55,940.8	-1.4%
	Output at Cell Temperature Derate	52,695.9	-5.8%
	Output After Mismatch	50,821.9	-3.6%
	Optimal DC Output	50,731.7	-0.2%
	Constrained DC Output	48,970.6	-3.5%
	Inverter Output	47,200.3	-3.6%
	Energy to Grid	46,964.3	-0.5%
Temperature Metrics			
	Avg. Operating Ambient Temp	8.8 °C	
	Avg. Operating Cell Temp	21.0 °C	
Simulation Metrics			
	Operating Hours	4578	
	Solved Hours	4578	

☁ Condition Set

Description	Condition Set 1- SNOW												
Weather Dataset	TMY, 10km Grid, meteonorm (meteonorm)												
Solar Angle Location	Meteo Lat/Lng												
Transposition Model	Perez Model												
Temperature Model	Sandia Model												
Temperature Model Parameters	Rack Type			a		b			Temperature Delta				
	Fixed Tilt			-3.56		-0.075			3°C				
	Flush Mount			-2.81		-0.0455			0°C				
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D	
	75	75	35	5	1	1	1	1	1	1	35	75	
Irradiation Variance	5%												
Cell Temperature Spread	4° C												
Module Binning Range	-2.5% to 2.5%												
AC System Derate	0.50%												
Module Characterizations	Module							Uploaded By		Characterization			
	CS1H-335MS (Mar 2020) (1500V) (Canadian Solar)							Folsom Labs		Spec Sheet Characterization, PAN			
Component Characterizations	Device			Uploaded By					Characterization				

📦 Components

Component	Name	Count
Inverters	Sunny Boy 5.0-US (240V) (SMA)	6 (30.0 kW)
Strings	10 AWG (Copper)	18 (798.1 ft)
Module	Canadian Solar, CS1H-335MS (Mar 2020) (1500V) (335W)	151 (50.6 kW)

👤 Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	7-11	Along Racking

🏠 Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 3	Flush Mount	Portrait (Vertical)	10°	334.2959°	0.1 ft	1x1			0
Field Segment 4	Flush Mount	Portrait (Vertical)	18.4°	65.28256°	0.1 ft	1x1			0
Field Segment 4	Flush Mount	Portrait (Vertical)	18.4°	245.4926°	0.1 ft	1x1			0
Field Segment 5	Flush Mount	Portrait (Vertical)	18.4°	65.28256°	0.1 ft	1x1			0
Field Segment 6	Flush Mount	Portrait (Vertical)	18.4°	156.759°	0.1 ft	1x1			0
Field Segment 6	Flush Mount	Portrait (Vertical)	18.4°	154.38313°	0.1 ft	1x1	74	74	24.8 kW
Field Segment 7	Flush Mount	Portrait (Vertical)	18.4°	243.99997°	0.1 ft	1x1	77	77	25.8 kW

Detailed Layout



Design Assumptions:

House Height: 10'
Roof Tilt: 18.4°
Azimuth: 154.38313° & 243.99997°

Note:

1. Construction Team to verify how many panels can be put up on the roof.
2. 240V 1P Assumed

Inverter 1		Inverter 2		Inverter 3		Inverter 4		Inverter 5		Inverter 6	
	Module		Module		Module		Module		Module		Module
String 1	11	String 1	11	String 1	11	String 1	11	String 1	11	String 1	11
String 2	11	String 2	10	String 2	10	String 2	11	String 2	11	String 2	11
String 3	10	String 3		String 3		String 3	11	String 3		String 3	
	32		21		21		33		22		22
	151										
		South	West								

Customer Name: Township of Archipelago
Service Address: 70 South Shore, Pointe au Baril



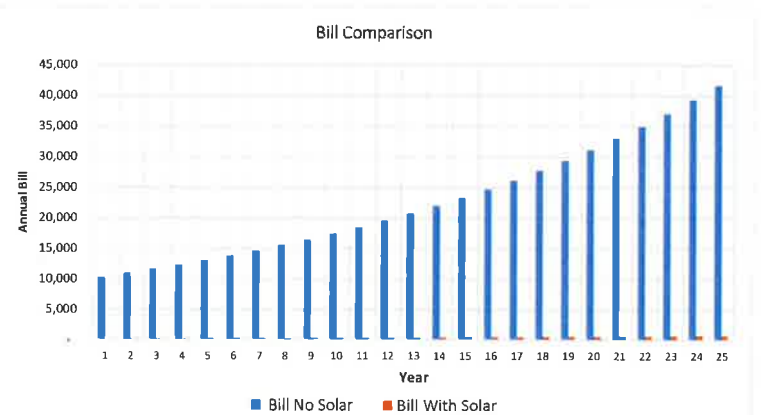
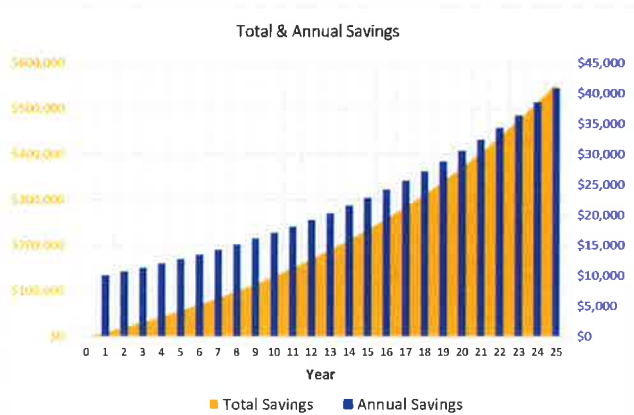
Net Metered System Info	
System Size (kW DC)	50.59
Install Cost (per W)	\$ 2,471
Install Cost	\$ 124,978
Est. Hydro Fees	\$ 11,285
System Cost	\$ 136,263
Adjustment 100% Grant funding	\$ (136,263)
Adjustment	\$ -
Total System Cost	\$ -

Net Metering Opportunity Summary	
Curr. Hydro Rate (per kWh)	\$ 0.2243
Est. Annual Rate Increase	6.00%
Annual Usage (kWh)	45,063
Solar Energy (kWh)	51,787
Annual Degradation	0.50%
Customer Tax Rate	26.50%
CCA Rate	100%
O&M Services	No
% Energy from Solar	114.92%
Bill Savings (Y1)	\$ 10,107
Monthly Bill Savings (Y1)	\$ 842
Avg. Annual Bill Savings	\$ 22,181
Avg. Monthly Bill Savings	\$ 1,848
Lifetime Bill Savings (25 years)	\$ 554,516

Internal Rate of Return (IRR) n/a
Total Return on Investment 444%

Payback (Years)

Year	Usage kWh	Solar kWh	% from Solar	Hydro \$/kWh	Hydro Savings	O&M Cost	CCA Benefit	Annual Return	Total Return
0								\$10,107	\$0
1	45,063	51,787	114.92%	\$0.224	\$10,107	\$0	\$0	\$10,107	\$10,107
2	45,063	51,528	114.35%	\$0.238	\$10,713	\$0	\$0	\$10,713	\$20,820
3	45,063	51,270	113.77%	\$0.252	\$11,356	\$0	\$0	\$11,356	\$32,177
4	45,063	51,014	113.21%	\$0.267	\$12,038	\$0	\$0	\$12,038	\$44,214
5	45,063	50,759	112.64%	\$0.283	\$12,760	\$0	\$0	\$12,760	\$56,974
6	45,063	50,505	112.08%	\$0.300	\$13,525	\$0	\$0	\$13,525	\$70,500
7	45,063	50,252	111.52%	\$0.318	\$14,337	\$0	\$0	\$14,337	\$84,837
8	45,063	50,001	110.96%	\$0.337	\$15,197	\$0	\$0	\$15,197	\$100,034
9	45,063	49,751	110.40%	\$0.357	\$16,109	\$0	\$0	\$16,109	\$116,143
10	45,063	49,502	109.85%	\$0.379	\$17,076	\$0	\$0	\$17,076	\$133,218
11	45,063	49,255	109.30%	\$0.402	\$18,100	\$0	\$0	\$18,100	\$151,318
12	45,063	49,008	108.76%	\$0.426	\$19,186	\$0	\$0	\$19,186	\$170,504
13	45,063	48,763	108.21%	\$0.451	\$20,337	\$0	\$0	\$20,337	\$190,842
14	45,063	48,520	107.67%	\$0.478	\$21,558	\$0	\$0	\$21,558	\$212,399
15	45,063	48,277	107.13%	\$0.507	\$22,851	\$0	\$0	\$22,851	\$235,250
16	45,063	48,036	106.60%	\$0.538	\$24,222	\$0	\$0	\$24,222	\$259,472
17	45,063	47,795	106.06%	\$0.570	\$25,675	\$0	\$0	\$25,675	\$285,148
18	45,063	47,556	105.53%	\$0.604	\$27,216	\$0	\$0	\$27,216	\$312,363
19	45,063	47,319	105.01%	\$0.640	\$28,849	\$0	\$0	\$28,849	\$341,212
20	45,063	47,082	104.48%	\$0.679	\$30,580	\$0	\$0	\$30,580	\$371,792
21	45,063	46,847	103.96%	\$0.719	\$32,415	\$0	\$0	\$32,415	\$404,206
22	45,063	46,612	103.44%	\$0.762	\$34,359	\$0	\$0	\$34,359	\$438,566
23	45,063	46,379	102.92%	\$0.808	\$36,421	\$0	\$0	\$36,421	\$474,987
24	45,063	46,147	102.41%	\$0.857	\$38,606	\$0	\$0	\$38,606	\$513,593
25	45,063	45,917	101.89%	\$0.908	\$40,923	\$0	\$0	\$40,923	\$554,516



BILL ANALYSIS

Customer Name: Township of Archipelago
 Service Address: 70 South Shore, Pointe au Baril
 Service Type: GS-Energy / Residential R2
 Customer Type: Commercial
 Roof Type: Pitched
 Service Type: Single-Phase



CURRENT HYDRO BILL	Billed Usage kWh	Electricity Charges \$	Deliv/Reg Charges \$	Fixed Charges \$	OER (Rebate) \$	Total Bill w/o HST \$	Total Bill Incl. HST \$
January	4,952	0.1363 675.00	477.00	21.41	-	1,173.41	1,325.95
February	5,582	0.1336 746.00	532.00	24.11	-	1,302.11	1,471.38
March	4,813	0.1257 605.00	459.00	20.82	-	1,084.82	1,225.85
April	3,948	0.1011 399.00	374.00	17.11	-	790.11	892.82
May	3,198	0.1004 321.00	308.00	13.83	-	642.83	726.40
June	2,619	0.1264 331.00	266.00	11.45	-	608.45	687.55
July	2,249	0.1281 288.00	234.00	9.86	-	531.86	601.00
August	1,514	0.1281 194.00	169.00	6.72	-	369.72	417.78
September	1,549	0.1278 198.00	172.00	6.87	-	376.87	425.86
October	2,418	0.1278 309.00	249.00	10.58	-	568.58	642.50
November	5,949	0.1355 806.00	565.00	25.68	-	1,396.68	1,578.25
December	6,272	0.1335 837.00	593.00	27.06	-	1,457.06	1,646.48
TOTAL - CURRENT BILL	45,063	5,709.00	4,398.00	195.50	-	10,302.50	11,641.83

NEW HYDRO BILL WITH SOLAR	Billed Usage kWh	Electricity Solar kWh	Net Meter Credit Earned	Net Meter Credit Used	Net Billable Usage	Electricity Charges \$	Deliv/Reg Charges \$	Fixed Charges \$	OER (Rebate) \$	Total Bill w/o HST \$	Total Bill Incl. HST \$
January	4,952	730	-	4,222	-	-	-	21.41	-	21.41	24.19
February	5,582	971	-	4,611	-	-	-	24.11	-	24.11	27.24
March	4,813	3,701	-	1,112	-	-	-	20.82	-	20.82	23.53
April	3,948	5,545	1,597	-	-	-	-	17.11	-	17.11	19.33
May	3,198	6,684	3,486	-	-	-	-	13.83	-	13.83	15.63
June	2,619	6,439	3,820	-	-	-	-	11.45	-	11.45	12.94
July	2,249	6,788	4,539	-	-	-	-	9.86	-	9.86	11.14
August	1,514	5,921	4,407	-	-	-	-	6.72	-	6.72	7.59
September	1,549	4,491	2,942	-	-	-	-	6.87	-	6.87	7.76
October	2,418	3,793	1,375	-	-	-	-	10.58	-	10.58	11.96
November	5,949	1,366	-	4,583	-	-	-	25.68	-	25.68	29.02
December	6,272	5,358	-	914	-	-	-	27.06	-	27.06	30.58
TOTAL - EST. NEW BILL	45,063	51,787	22,166	15,443	-	-	-	195.50	-	195.50	220.92

Proposed Solar System Size 50.59 kWdc
 # of Panels 151
 Rating of Panels 335 W
 Est. Solar Production 51,787 kWh/Year
 % Electricity From Solar 114.9%

Specific Production 1,024 kWh/kW
 # Panels for 100% Offset 132

Ontario Electricity Rebate 18.90% No
 Tier 1 0.098 per kWh
 Tier 2 0.115 per kWh

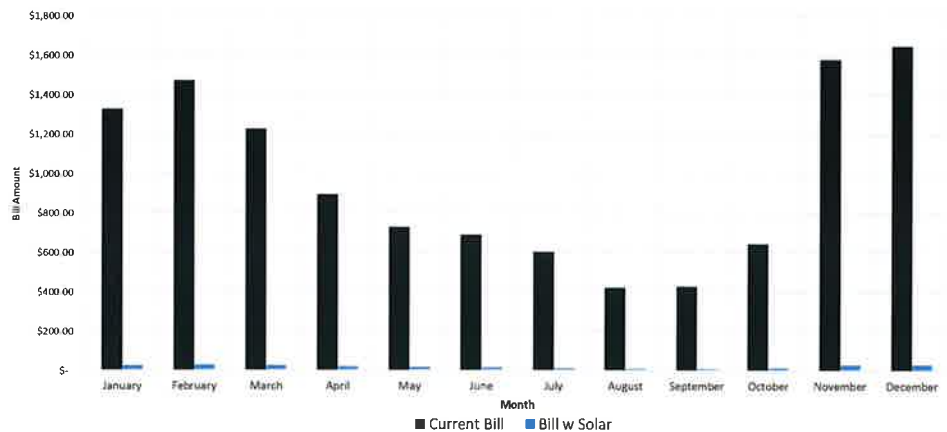
CURRENT HYDRO RATE

Electricity Charges 0.1267 per kWh
 Deliv./Reg. Charges 0.0976 per kWh
 Total 0.2243 per kWh

Demand-Based (kW) Charges - per kW/kVA
 Est. Demand Charge Reduction -
 Cost of Electricity from Solar - per kWh

	Monthly	Annual
Current Bill	\$ 859	\$ 10,303
Estimated New Bill - Year 1	\$ 16	\$ 196
Estimated Savings - Year 1	\$ 842	\$ 10,107
Savings - %	98.1%	98.1%

Bill Comparison



NET METERING \$35.00 Hydro Bill and Satisfied Customers

Dear Maryann ,

Ive added our standard customer referral list but I have attached the documents for tonights meeting.

Daren

From Trevor Hagerman:

"Dear Daren,

Just wanted to send a quick note to you and the team at Otter Energy. Our experience right from the fist sales call to the attached Hydro Bill has been a great one. Knowledgeable sales, expert installation, outstanding service and promises delivered.

The idea of adding solar to our commercial building was an easy one, it financially just made sense. From contract to installation was a great experience. We have enjoyed watching a drastic reduction in our bills every month as the days get longer. May was a terrible month, more rain than sun and we have achieved a \$35 Hydro Bill, we can't wait to see June.

Last week James from Otter walked into my office to let me know he was here to look at the system, there was a problem that Otter not only noticed from the online platform but showed up to service right away! We couldn't be happier with Otter Energy service and ability to deliver what they sell."

Trevor Hagerman
Independent Landstar Agent THE
Office:613-395-1888 ext 201
Cell: 613-243-6242
Fx:613-395-3888
trevor@thlogistics.ca
Visit us at: www.thlogistics.ca

The Net Metering Satisfied Customer List Grows:

Empey Lumber,
Irwin Cabinetry
Anderson Equipment
Reynolds Brother
Fingerboard Farms

Projects Under Construction

Timbertop
Don Mac Machining
The Machining Center

Many more projects to start shortly and below are satisfied Fit and Micro Fit clients.

Please feel free to contact the following for a reference on Otter Energy:

John Jardine Mobile [1 647-323-3538](tel:16473233538)

Dave Ramey, we built a 7MW system for the Windsor school board

Dave Raney
Mobile [+1 905-757-0041](tel:19057570041) Mobile [1 905-757-0041](tel:19057570041)

Frank micelli was the manager for the 1MW we built for the Belleville school board

Frank Miceli
Ameresco
Mobile [1 647-788-6075](tel:16477886075) Mobile [\(416\) 737-6718](tel:4167376718) Home fmiceli@ameresco.com

Tim Bronson. 10kw system in Demerestville. Built in 2010. [613 403 1006](tel:6134031006)

Project Resume:

2019

Roslia Farm	75kw
Swiss Trio Farm	110kw
Timbertop Building Center	70kw
DonMac Machining	60kw

NET METERING \$35.00 Hydro Bill and Satisfied Customers

Anderson's Equipment 60kw
Reynolds Farm 88Kw

2018

505 Conestoga Blvd, Cambridge 430kw
Colbourne Ground Mount 300kw
122 Bales Dr, Newmarket 600kw
3691 Weston Rd, Vaughn 600kw
100 Kellogg Lane, London 600kw
300 Greenbank Rd, Ottawa 300kw
1430 Walkley Rd, Ottawa 640kw
30 Public Rd, Spanish 75kw
117 Colonization Rd, Blind River 150kw
329 The West Mall 55kw
2322 Shurie Rd, West Lincoln 110kw
15600 Keele St, 45kw
First Line, Zorra 120kw
TH Logistics 20kw
Empey Logs and Lumber 20kw

2017

Address System Size (DC KW)

Conestoga Public School, Brampton 168kw
Cherrytree Public School, Brampton 185kw
Brampton Centennial School, Brampton 425kw
The Valley Public School, Mississauga 190kw
Green Glade Public School, Mississauga 85kw
Credit Valley Public School, Brampton 160kw
Brian Fleming Public School, Mississauga 210kw
Champlain Trail Public School, Mississauga 110kw
Trinity College, Port Hope 60kw
West Lincoln Farms, West Lincoln 100kw
33 Emma St Apartment 50kw
139 Queen St, Totenham, Arena 300kw
7300 Industrial Dr, Alliston, Arena 300kw
6885 8th Line, Alliston 210kw
36 Nixon St, Vaughn 240kw
475 Gary ray dr, Vaughn 600kw
2025 Poole Ave, Windsor 140kw
125 Mary St, Aurora 180kw
5354 Mcnicol, Vaughn 300kw
180 Norelco, Toronto 600kw
3655 Weston rd, Vaughn 600kw
1275 Robertson Rd, Ottawa 220kw
Harriston Arena, Harriston 300kw

2016

Bayside Secondary School, Belleville 300kw
Centennial Secondary School, Belleville 300kw
Quinte Secondary School, Belleville 220kw
Moirs Secondary School, Belleville 95kw
Prince of Wales Public School, Belleville 140kw
Parkdale Public School, Belleville 68kw
Prince Charles Public School, Belleville 47kw
Carson Sales Barn 299kw
Carson Horse Barn 120kw
Carson 4,5,6 120kw
Kemptville Storage 222kw
Cornerview Farms 359kw
Cranberry Farms 315kw
Talbot Trail Public School, Windsor 210kw
Bellewood Public School, Windsor 127kw
Lakeshore Discovery Public School, Windsor 230kw
Coronation Public School, Windsor 115kw
Queen Elizabeth Public School, Leamington 268kw
General Brock Public School, Windsor 139kw
Forest Glade Public School, Windsor 144kw
Glenwood Public School, Windsor 171kw
MD Bennie Public School, Leamington 170kw
Harrow Public School, Windsor 227kw
East Mersea Public School, Wheatly 81kw
Forest Glade Public School, Windsor 223kw
Mason Adult Ed Center, Windsor 90kw
Prince Andrew Public School, Windsor 134kw
Belle River Public School, Windsor 179kw
Belle River High School, Windsor 443kw

NET METERING \$35.00 Hydro Bill and Satisfied Customers

Herman High School, Windsor	600kw
Riverside Public School, Windsor	567kw
Massey Public School, Windsor	252kw
Westview Century Public School, Windsor	330kw

Sincerely,

Daren Crawford
Vice President
Otter Energy Inc.

613-827-8356
dc@otterenergy.com
www.otterenergy.com



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All contents within this email are confidential and solely for the intended party to view.
The contents within this email shall not be shared amongst parties whom were not
intended to receive it from the original sender.

Attachments:

Archipelago 70 South Shore Billing Tab Turnkey & Lease V8.pdf	230 KB
Archipelago 70 South Shore savings tab Turnkey & Lease V8.pdf	234 KB
Twp Archipelago-70 S shore-NM, 30 AC, 50.6 DC, 46.96MWh.pdf	1.3 MB
Grant 11 pg process draft 04 28.pdf	5.3 MB
Stirling_Arena_-_Solar_Questions___Responses (1) (1).pdf	352 KB

Township of The Archipelago



REVISED
COUNCIL CORRESPONDENCE
Regular Meeting of Council
June 18, 2021

➤ **(Add-on)**

REQUESTS FOR SUPPORT

[A]

FEDERAL GOVERNMENT

[01]

PROVINCIAL GOVERNMENT



[01A] **ONTARIO MINISTRY OF HEALTH**
RE: 2021 COVID-19 Extraordinary Costs

[02] **ONTARIO MINISTRY OF ENVIROMENT, CONSERVATION AND PARKS**
RE: Ontario and Canada to Sign the Ninth Agreement to Protect the Great Lakes

[03] **ONTARIO MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING**
RE: Three-Step Roadmap to Safely Reopen the Province of Ontario and
Amendment to Orders under the Reopening Ontario (A Flexible Response to
COVID_19) ACT (ROA)

[04] **SHANNON STUBBS, ALBERTA MP LAKELAND**
RE: Request to consider passing a resolution opposing Bill C-21 or any by-law
restricting the possession, storage and transportation of legally obtained
handguns

MUNICIPALITIES



[04A] TOWNSHIP OF ARMOUR

RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities

RE: Support for the Township of The Archipelago's resolution regarding Bill 279 Environmental Protection Act – Micro plastics filters for washing machines

[05] MUNICIPALITY OF BROOKE-ALVINSTON

RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites



[05A] THE CORPORATION OF THE TOWN OF BRUCE MINES

RE: Support for the Township of The Archipelago's resolution regarding Bill 279 Environmental Protection Act – Micro plastics filters for washing machines

[06] TOWNSHIP OF CARLING

RE: Request to Province to endorse the 9-9-9 crisis line initiative



[06A] TOWN OF COLLINGWOOD

RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites

[07] MUNICIPALITY OF DUTTON DUNWICH

RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities

RE: Support for the Township of The Archipelago's resolution to call on the Province to pass Bill 279

[08] TOWN OF HALTON HILLS

RE: Request to province to eliminate LPAT entirely



[08A] TOWNSHIP OF HARLEY

RE: Support for the Township of The Archipelago's resolution regarding Bill 279 Environmental Protection Act – Micro plastics filters for washing machines

RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities

[09] TOWNSHIP OF HAVELOCK-BELMONT-METHUEN

RE: Request to Province to work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways

RE: Request to Province to review the continuous increases of cost for municipal insurance

RE: Request to Province in support of the automatic speed enforcement (photo radar) by municipalities



[09A] MUNICIPALITY OF HIGHLANDS EAST

RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities

RE: Support for the Township of The Archipelago's resolution regarding Bill 279 Environmental Protection Act – Micro plastics filters for washing machines

[10] LANARK HIGHLANDS TOWNSHIP

RE: Request to Province to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the LPAT

[11] THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites

[12] TOWN OF KEARNEY

RE: Request to Province to address the shortfall that Optometry Clinics absorb through lack of proper OHIP funding



[12A] CORPORATION OF THE MUNICIPALITY OF KILLARNEY

RE: Support for the Township of The Archipelago's resolution regarding Bill 279 Environmental Protection Act – Micro plastics filters for washing machines

[13] CITY OF KITCHENER

RE: Request to Province to review and reconsider the current timelines established for review for Planning Act applications before an appeal is permitted to the LPAT

[14] THE CORPORATION OF THE TOWN OF MARATHON

RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites

[15] MUNICIPALITY OF MATTICE-VAL COTE

RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities

[16] CITY OF OWEN SOUND

RE: Request to the Province to endorse the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help

- [17] TOWN OF PARRY SOUND
RE: Request to Province to review the Community Police Advisory Committee's considerations/proposals regarding the creation of the Ontario Provincial Police Detachment Boards
➤ RE: EMS Advisory Committee
- [18] THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING
RE: Request to Province to review the Municipal Freedom of Information and Protection of Privacy Act
- [19] TOWNSHIP OF RIDEAU LAKES
RE: Support for the Township of The Archipelago's resolution to ban encapsulated polystyrene products in public and private floating facilities
- [19A] TOWNSHIP OF SCUGOG
RE: Request to Province to cease further consideration of eliminating capital gains tax exemptions on primary residences
- [19B] MUNICIPALITY OF SOUTHWEST MIDDLESEX
RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites
- [20] THE CORPORATION OF THE TOWN OF THESSALON
RE: Support for the Township of The Archipelago's resolution concerning road management action on invasive phragmites
- [20A] MUNICIPALITY OF WHITESTONE
RE: Resolution passed to support the collaborative efforts between the Province of Ontario and the local stakeholders to develop improved care for the seniors in our community
- [21] THE REGIONAL MUNICIPALITY OF YORK
RE: Request to Province to consider entering Step 1 of the "Provincial Roadmap to Reopen" as of 12:01 am May 31, 2021

FIRST NATIONS

[22]

RATEPAYERS' ASSOCIATIONS

[23]

RATEPAYERS/OTHERS

[24]

AGENCIES

- [25] FEDERATION OF CANADIAN MUNICIPALITIES (FCM)
RE: Letter to Council congratulating the Township of The Archipelago for achieving Milestone 1 for community greenhouse gas (GHG) emissions
- [26] FEDERATION OF NORTHERN ONTARIO MUNICIPALITIES (FONOM)
RE: Province's final regulation to transition the Blue Box Program from municipalities to producers
- [27] NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT
RE: Safer Use of Beaches During COVID-19
RE: Superior Court of Justice Restraining Order Issued to Alexandra Stewart for Further Non-Compliance
RE: Youth 12 to 17 Now Eligible to Book COVID-19 Vaccine Appointment
RE: A Safer Return to Summer Activities is Possible Says Health Unit
RE: Three Ticks Test Positive for Lyme Disease Confirms Health Unit
RE: Second Dose Appointment in June? Check Clinic Schedule, says Health Unit
RE: Health Unit Launches COVID-19 Guide to Summer Activities Webpage
➤ RE: Audited Financial Statements, FIR, and COVID-19 Update

PLANNING

- [28] TOWNSHIP OF THE ARCHIPELAGO

PLANNING BOARD

[29]

ENVIRONMENT

- [30] ONTARIO TURTLE CONSERVATION CENTRE
RE: Spring 2021 Newsletter

MISCELLANEOUS

[31]

The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO

By-Law No. 2021-

Being a By-law to authorize the Manager of Development & Environmental Services
to execute a Partnership and Data Sharing Agreement between
the Corporation of the Township of The Archipelago and the
Georgian Bay Land Trust, represented by Bill Lougheed, Executive Director

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 Corporation of the Township of The Archipelago deems it appropriate to enter into a Partnership and Data Sharing agreement with the Georgian Bay Land Trust, for the acquisition of data/information with respect to Invasive European Common Reed (*Phragmites australis*) and the Invasive Reed Canary Grass (*Phalaris arundinacea*), known as "Invasives" on its roads, in order to control or eliminate the spread of such species;

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 Development & Environmental Services is hereby authorized to execute and affix the Corporate Seal to a Partnership and Data Sharing Agreement between and the Corporation of the Township of The Archipelago and the Georgian Bay Land Trust as represented by Bill Lougheed, Executive Director;
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 18th day of June, 2021.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

PARTNERSHIP AND DATA
SHARING AGREEMENT

**SHARING LOCATION AND STATUS OF PHRAGMITES AUSTRALIS PROXIMAL TO
ROADS LYING WITHIN THE TOWNSHIPS OF THE ARCHIPELAGO, CARLING AND
GEORGIAN BAY**

THIS AGREEMENT made this 15th day of May, 2021

BETWEEN:

GEORGIAN BAY LAND TRUST ("GBLT")

and –

THE TOWNSHIP OF THE ARCHIPELAGO, ("ToA")

GBLT and TOA have a mutual interest in maintaining the areas known as the Eastern Georgian Bay Natural Area and the Township of the Archipelago free from the Invasive European Common Reed (*Phragmites australis*) and the Invasive Reed Canary Grass (*Phalaris arundinacea*), such plants heretofore known as "**Invasives**".

WHEREAS,

GBLT has conducted studies that locate Invasives where they are proximal to roads within the Georgian Bay Natural Area

And

WHEREAS,

The ToA interested in knowing the locations of Invasives on its roads in order to control or eliminate the spread of such species,

THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1) Term

This Agreement shall commence on May 15, 2021 and expire on December 31, 2024, unless the term is extended by written agreement of the parties.

2) Early Termination

Notwithstanding section 1 above, this Agreement may be terminated upon three (3) months' prior written notice by either party in case of fundamental breach of the other party's obligations hereunder.

The parties may agree mutually in writing to terminate this Agreement at any time before its expiry.

3) Data and Report Sharing

The GBLT agrees to share the location data of Invasives it has developed and mapped in 2021 and any additional location data regarding Invasives generated during the term. The ToA agrees to share all data and reports and locations regarding the removal, elimination or control of Invasives during the term.

4) Contractors and Subcontractors

Contractors and Subcontractors carrying out removal, elimination or control of Invasive removal shall be bound by the terms of this agreement.

5) Publications

Any publications, signage, presentations, or other publicly available material resulting from the removal shall be shared in a timely manner with the other Party.

6) Confidential Information

All data, reports or other information shared by or transmitted to ToA by GBLT shall be deemed Confidential Information. All data, reports or other information shared by or transmitted to GBLT by ToA shall be deemed Confidential Information if and when it is marked Confidential.

7) Intellectual Property

All Invasive data including all location data shall be and remain the property of GBLT, and shall be deemed Confidential Information. Such information may be shared with contractors or subcontractors who have been specifically hired to perform work to control the spread of Invasives.

8) Mutual Indemnification

Each Party agrees to indemnify, defend and hold harmless the other Party, its affiliates and its and their respective officers, directors, shareholders, members, affiliates, employees and agents (collectively the "Indemnitees") from and against any claims, liabilities and costs (including reasonable court costs and legal fees on a substantial indemnity basis) for bodily injury, death or damage to property of the other Party or any third Party to the extent caused by its breach of this

Agreement, its negligent acts or omissions or the negligent acts or omissions of its subcontractors or subconsultants in the performance of its respective obligations under this Agreement, or its use or failure to use any data, information, or other work product developed under this Agreement. This indemnity and other indemnities referenced in this Agreement shall survive the termination of this Agreement.

9) Notices

Notices issued under this Agreement shall be issued in writing to the contacts identified below:

Contact for GBLT:

Bill Lougheed Executive
Director Georgian Bay
Land Trust
120 Eglinton Ave East – Suite 1000
Toronto, Ontario M4P 1E2
bill.lougheed@gbt.org

Contact for TOA:

10) Entire Agreement

This Agreement constitutes the entire agreement between GBLT and TOA pertaining to the subject matter of this Agreement. There are no warranties, representations or agreements between the Parties in connection with such subject matter except as specifically set forth or referred to in this Agreement.

11) Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

12) Governing Law

This Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

GEORGIAN BAY LAND TRUST

per: _____

Bill Lougheed, Executive Director
I have authority to bind the corporation.

Date: _____

THE TOWNSHIP OF THE ARCHIPELAGO

per: _____

I have authority to bind the corporation

Date: _____