

# **REVISED AGENDA**

## **REGULAR MEETING OF COUNCIL**



**Friday, August 20<sup>th</sup>, 2021  
9:15 a.m.  
Via Zoom Meeting  
9 James Street, Parry Sound, Ontario**

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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.

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### **(Add-on)**

#### **1. CALL TO ORDER**

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

❖ **There will be a Public Meeting at 10:00 a.m. to consider the following:**

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

Pages: 1-14

❖ **The Committee of Adjustment will meet at 11:00 a.m. to consider 2 applications.**

#### **2. DISCLOSURE OF PECUNIARY INTEREST**

#### **3. MINUTES OF THE PREVIOUS MEETING**

- i) **Regular Meeting Of Council**

Pages: 15-20

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

ii) **Committee of the Whole Meeting**

Pages: 21-25

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

iii) **Committee of the Whole Meeting – June 17, 2021**

Pages: 26-30

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

iv) **Committee of the Whole Meeting – May 20, 2021**

Pages: 31-34

- 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**

**2:00 p.m.** **Rian Allen, Planning Consultant. Zoning By-law Review**  
**Draft modifications for discussion purposes**

5. **CLOSED MEETING 1:00 p.m.**

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

i) **Councillor Andrews – Indemnification Request**

ii) **Canadian Pacific Railway North Shore Closing**

**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: 35

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

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

- **PLANNING AND BUILDING**

- i) **Dellandrea – Zoning By-law Amendment Application No. Z08-21**

- 21- **NOW THEREFORE BE IT RESOLVED** that Council receives the Zoning By-law Amendment application, directs staff to complete a full review and circulate Notice for a future public meeting.

- **FINANCE AND ADMINISTRATION**

- i) **2020 Consolidated Financial Statements**

**Page:** 116-138

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



- ii) **Council Vacancy – Ward 6**

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

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

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



**iii) In-Person Council Meetings**

- 21- **NOW THEREFORE BE IT RESOLVED** that Council continue to hold Council meetings virtually at his time; and

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



**iv) Asset Management Software**

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



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

Pages: 139-146

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

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

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



**• PUBLIC WORKS**

**i) Purchase of Site 9 Weigh Scale**

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

13. **CORRESPONDENCE**

i) **Council Correspondence**

Pages: 36-39

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

14. **OTHER BUSINESS**



**i) Councillor Andrews – Indemnification Request**

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

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

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

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

15. **BY-LAWS**

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

Pages: 40-41

- 21- Being a By-law to return management of 101 long-term care beds to the Ministry of Long-Term Care to be relocated into a Campus of Care at West Parry Sound Health Centre Site.

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

Page: 42-47

- 21- Being a By-law to authorize the execution of an amended site plan development agreement between Vincent Payne Marine Ltd., and the Corporation of the Township of The Archipelago.

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

Pages: 7-8

- A2101-21-** To amend By-law No. A2000-07 (the Comprehensive Zoning By-law) for Part Lot 51, Concession 4, being Parts 1 and 2 on Plan 42R-20648, designated as Parcel 16855 PSNS, in the geographic Township of Harrison.

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

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

Pages: 10-14

- 21-** Being a By-law to authorize the execution of a development agreement between Dan Hurley/Karen Vanderbrug and the Corporation of the Township of The Archipelago.

v) **Deeming By-law**  
**Barrett, 190 Healey Lake Water**

Lot 17 on Plan M-198

Pages: 48

- 21-** Being a By-law to deem Lot 17 of Plan M-198, in the geographic Township of The Archipelago not to be a part of a registered plan of subdivision (Barrett, 190 Healey Lake Water).

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

Pages: 49-115

- 21-** Being a By-law to authorize the execution of a Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake.

**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 August 20<sup>th</sup>, 2021.

**19. ADJOURNMENT**



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**TO:** Reeve Liverance and Council Members  
The Township of The Archipelago

**FROM:** Cale Henderson, MCIP, RPP  
Manager of Development & Environmental Services

**DATE:** August 20, 2021

**RE:** Zoning By-law Amendment Z07-21  
Part Lot 51, Concession 4,  
Parts 1 and 2 on Plan 42R-20648  
in front of the geographic township of Harrison

**Neighbourhood:** Pointe au Baril Islands Neighbourhood

**Owner:** HURLEY, Dan and VANDERBRUG, Karen

**Associated Files:** B27-19 (Consent Application – 1 New Lot)

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**PROPOSAL:**

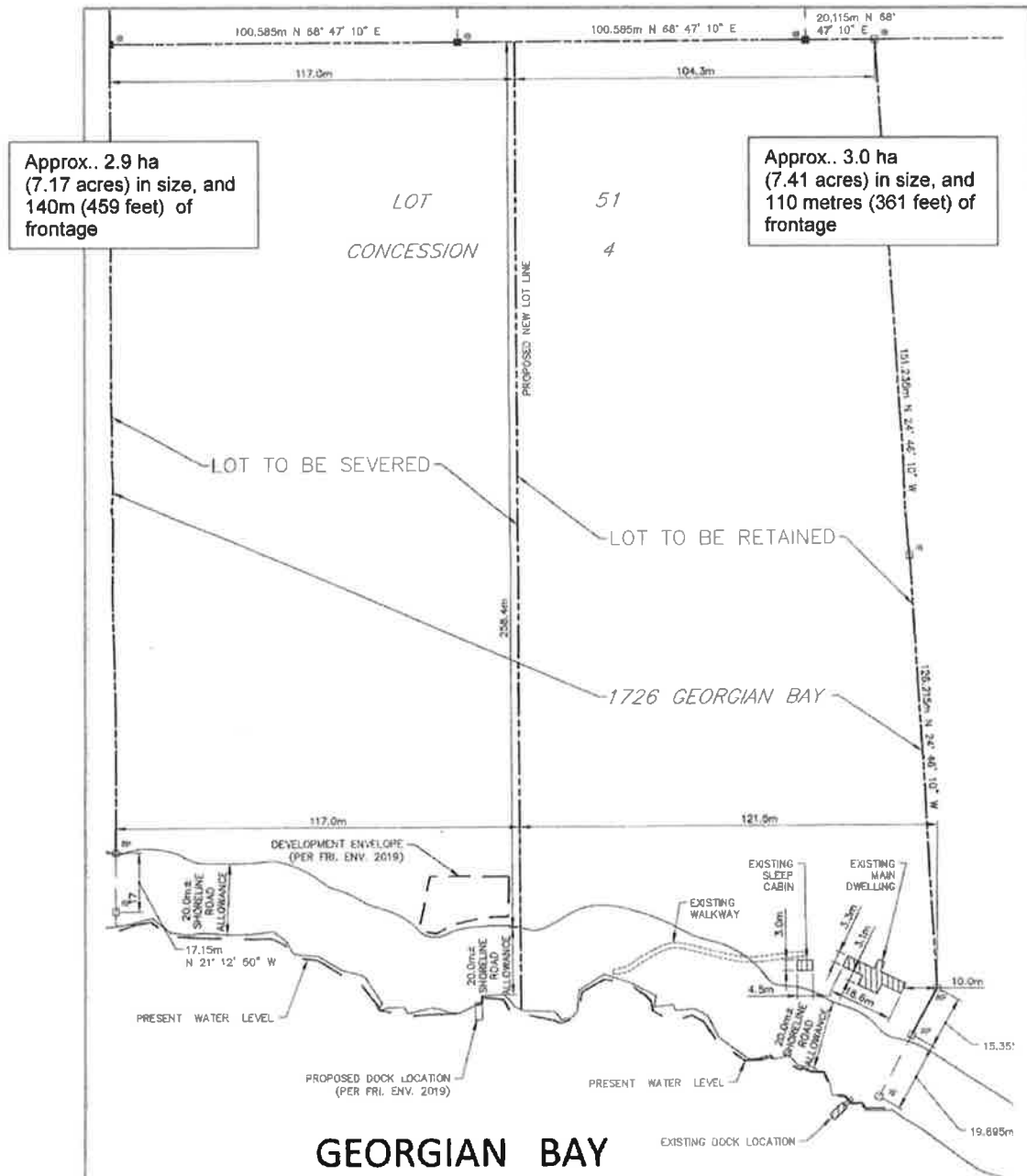
The purpose of the proposed Zoning By-law Amendment No. Z07-21, is to rezone Part Lot 51, Concession 4, being Parts 1 and 2 on Plan 42R-20648, designated as Parcel 16855 PSNS in front of the geographic Township of Harrison, from the 'Coastal/Island Residential (CR)' Zone to the 'Coastal/Island Residential/Divided (CR/D)' Zone.

The effect of proposed Zoning By-law Amendment No. Z07-21, is to recognize the severance and to prohibit any further lot creation.

A draft By-law amendment is attached to this report as Appendix A.

**BACKGROUND:**

The application was submitted to fulfil a condition of Consent Application No. B27-19. In September 2020, The Archipelago Area Planning Board conditionally approved the creation of one new residential lot as depicted on the following page.



## **ANALYSIS:**

### **1. PROVINCIAL POLICY STATEMENT:**

The Provincial Policy Statement, 2020 (PPS), issued under the authority of Section 3 of the Planning Act, provides policy direction on matters of provincial interest relating to land use planning.



The subject property is located within a rural area as per Section 1.1.4 of the Provincial Policy Statement. Policy 1.1.5.2 recognizes limited residential development and resource-based recreational activities on the subject property.

Policy 2.1 of the PPS which addresses Natural Heritage, would be of particular relevance to this application and specifically; Policy 2.1.7 respecting habitat of endangered and threatened species, Policy 2.1.6 respecting fish habitat and Policy 2.1.5 respecting significant wildlife habitat and coastal wetlands.

An environmental review, prepared by FRICORP Ecological Services, was submitted and concluded that the proposed development envelope is suitable for the subject property, provided the mitigation measures are implemented and future development not be located within the identified potential habitat areas.



## Conclusion

Provided the appropriate agreements are entered into to implement the recommendations of the environmental review, the proposal is consistent with Section 2.1 of the Provincial Policy Statement.

## **2. OFFICIAL PLAN:**

### Development Policies

The subject property is located within the Pointe au Baril Islands Neighbourhood. According to Subsection 10.9, respecting Neighbourhood Growth Policies for the Pointe au Baril Islands Neighbourhood, the subject property is eligible for the creation of one new lot. Consent Application No. B27-19 was deemed to conform to the neighbourhood growth policies regarding size and configuration by The Archipelago Area Planning Board.

In reviewing Section 14 of the Official Plan, the following policies would be applicable to this proposal:

*14.6 Development must be appropriate for an area in terms of its density or prematurity.*

*14.15 All development locations must be physically suitable in terms of services, building site, harbor and access. Lands with severed development constraints due to the steepness of their slopes, their susceptibility to flooding or erosion, their environmental sensitivity, or other special physical features, may be zoned in a non-development zone so as to maintain the natural state of these lands.*

The requested zoning by-law amendment appears to allow for lot configuration and subsequent development that is consistent with the neighboring land use, lot dimensions and densities existing in the Pointe au Baril Islands Neighbourhood.

The proposed lot size on both the retained lot and severed lot appear sufficient for existing and future development (main cottage, accessory buildings and required facilities), while allowing for buffering and separation from adjacent, existing recreational land uses.

### Environmental Policies

As discussed in Section 1 of this report, the Environmental Review concluded that the proposal was environmentally appropriate.

### Conclusion

The Archipelago Area Planning Board conditionally approved the creation of one new residential lot. As a condition of the consent, the subject property must be rezoned. The zoning by-law amendment application will ensure future development is environmentally appropriate and prohibit any further division of the lands. Overall, the application appears to conform to relevant Official Plan policies.

### **3. COMPREHENSIVE ZONING BY-LAW No. A2000-07:**

Within the 'Coastal/Island Residential (CR)' Zone, the main permitted use is residential, with some permitted accessory uses. In addition, as set out in Section 4.9 of the Comprehensive Zoning By-law, a 'Divided (D)' symbol would also be attached to the zoning of the severed and retained lots to identify that these lots were created by severance.

### Conclusion

The requested zoning by-law amendment would appear to adequately implement the conditions of consent and allow for appropriate development.

### **CONCLUSIONS:**

The requested zoning by-law amendment would appear to:

1. be consistent with relevant policies of the Provincial Policy Statement;
2. conform to relevant policies of the Township's Official Plan;
3. comply with Comprehensive Zoning By-law, No. A2000-07, as amended, and;
4. allow for an appropriate land use.

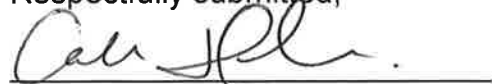
### **RECOMMENDATION:**

Staff recommends that the proposed Zoning By-law Amendment to rezone the Subject property from the 'Coastal/Island Residential (CR)' Zone to the 'Coastal/Island Residential/Divided (CR/D) Zone.

### **COMMENTS RECEIVED:**

The proposed zoning by-law amendment was circulated to the required agencies and property owners as per the requirements of the Planning Act, R.S.O. 1990, c.P.13 and associated regulations, for a public meeting being held on August 20, 2021. Any comments received will be made available to Council at the meeting.

Respectfully submitted,



Cale Henderson, MCIP, RPP  
Manager of Development & Environmental Services

**APPENDIX 'A'**  
**Draft By-law Amendment**

**THE CORPORATION OF  
THE TOWNSHIP OF THE ARCHIPELAGO  
BY-LAW NO. A2101-21**

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**To amend By-law No. A2000-07  
(the Comprehensive Zoning By-law)  
Part Lot 51, Concession 4, being Parts 1 and 2 on Plan 42R-20648,  
in front of the geographic Township of Harrison  
(HURLEY/VANDERBRUG)**

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**WHEREAS** Section 34(1) of the Planning Act, R.S.O. 1990, c.P. 13, as amended, authorizes municipalities to enact zoning by-laws;

**AND WHEREAS** The Archipelago Area Planning Board has approved an application for consent under File No. B27-19, to create one, new residential, water-access lot;

**AND WHEREAS** the consent is conditional upon the rezoning of the subject lands to recognize the proposed lot size and to prohibit any further division of the lands;

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

1. Schedule 'A' of By-law No. A2000-07, as amended, is hereby further amended by rezoning Part Lot 51, Concession 4, being Parts 1 and 2 on Plan 42R-20648, in front of the geographic Township of Harrison, from the 'Coastal/Island Residential (CR)' Zone to the 'Coastal/Island Residential/Divided (CR/D)' Zone as shown on Schedule '1' to this By-law.
2. This By-law shall take effect and come into force in accordance with Section 34 of the Planning Act, R.S.O. 1990, c. P. 13, as amended.

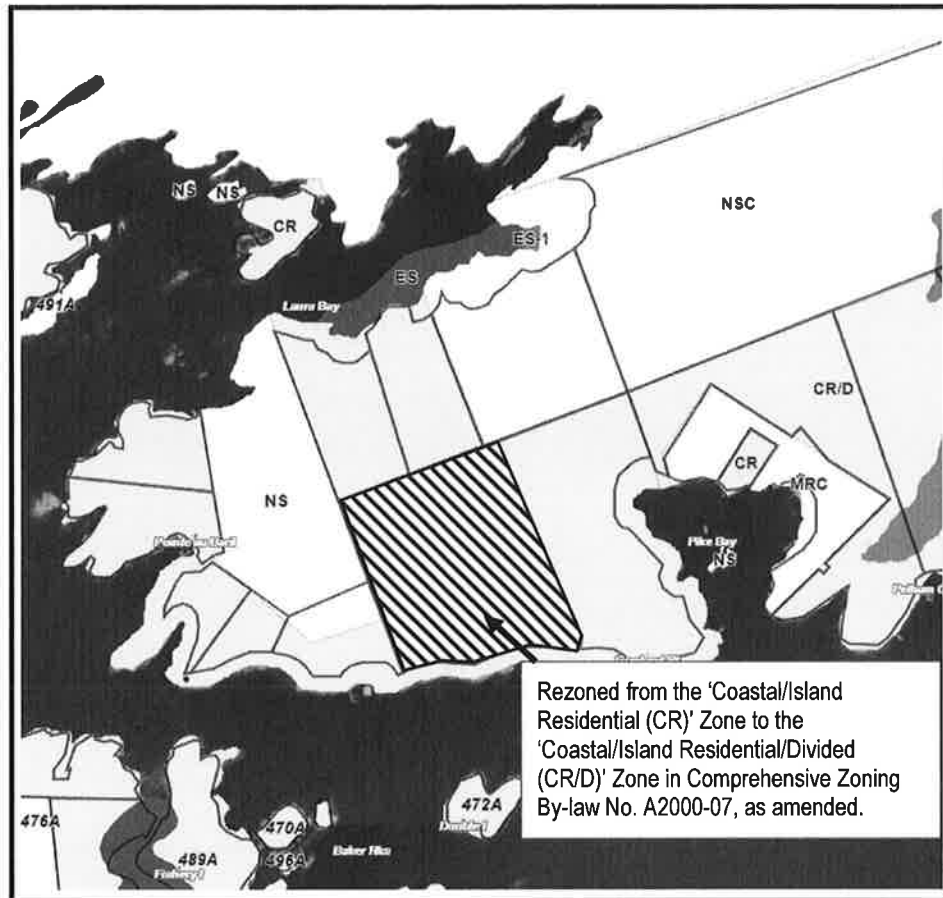
**READ and FINALLY PASSED in OPEN COUNCIL** this 20<sup>th</sup> day of August, 2021.

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**REEVE**

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**CLERK**



**THIS IS SCHEDULE '1' TO BY-LAW NO. A2101-21**

**TOWNSHIP OF THE ARCHIPELAGO**

**PASSED THIS 20<sup>th</sup> DAY OF AUGUST, 2021**

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CLERK

**APPENDIX 'B'**  
**Development Agreement**

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

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**BEING a By-law to authorize the execution of a development agreement between Dan Hurley and Karen Vanderbrug and the Corporation of the Township of The Archipelago**

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**WHEREAS** Section 51(26) of the Planning Act, R.S.O. 1990, c.P.13, as amended, authorizes municipalities to enter into agreements with the owners of land;

**AND WHEREAS** the Council for the Corporation of the Township of The Archipelago deems it expedient to enter into an agreement with Dan Hurley and Karen Vanderbrug, as a condition of consent, as approved by The Archipelago Area Planning Board, located in Part Lot 51, Concession 4, Parts 1 and 2 on Plan 42R-20648, 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 Reeve and Clerk of the Corporation of the Township of The Archipelago be and are hereby authorized to execute all documents as may be required to enter into an agreement with Dan Hurley and Karen Vanderbrug.
2. This By-law shall come into force and take effect on the day of the final passing thereof.

**READ and FINALLY PASSED in OPEN COUNCIL** this 20<sup>th</sup>, day of August, 2021.

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REEVE

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CLERK



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

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this 9<sup>th</sup> day of August, 2021.

**BETWEEN:**

**HURLEY, Dan  
VANDERBRUG, Karen**

(hereinafter called the "OWNERS")

- and -

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

(hereinafter called the "TOWNSHIP")

**WHEREAS** the OWNERS are the owners of the subject lands in the Township of The Archipelago, in the District of Parry Sound, more particularly described in Schedule "A" attached hereto;

**AND WHEREAS** the Archipelago Area Planning Board granted a consent for the creation of one new waterfront lot by virtue of Application No. B27-19;

**AND WHEREAS** as a condition of the said consent, the PLANNING BOARD required the OWNERS to enter into a development agreement;

**AND WHEREAS**, pursuant to Section 51(26) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the "Planning Act"), municipalities and approval authorities may enter into agreements imposed as a condition of the approval a consent and the agreement may be registered on title against the land to which it applies.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other (the receipt whereof is hereby acknowledged), and other good and valuable consideration, the parties agree as follows:

**SECTION 1: LANDS SUBJECT TO THE AGREEMENT**

- 1.1 The lands to be bound by this Agreement (hereinafter referred to as "the subject lands"), are described in Schedule "A" attached hereto.

**SECTION 2: COMPONENTS OF THE AGREEMENT**

- 2.1 The text, consisting of Sections 1 through 8, and the following Schedules, which are annexed hereto, constitute the components of this Agreement:

Schedule "A"-	Legal Description of the Lands
Schedule "B"-	FRI Ecological Services – Documentation Memorandum Dated September 3, 2019
Schedules "C", "D"-	Constraint Maps

**SECTION 3: REGISTRATION OF THE AGREEMENT**

- 3.1 The OWNERS agree that all documents required herein shall be submitted in a form suitable to the TOWNSHIP and suitable for registration.
- 3.2 The Agreement shall be registered on title to the subject lands by the Township, as provided for by Section 51(26) of the Planning Act, at the expense of the OWNERS.

#### **SECTION 4: ISSUANCE OF BUILDING PERMITS**

- 4.1 The OWNERS agree not to request the Chief Building Official to issue a building permit to carry out the development until the Agreement has been registered on title to the subject lands and a registered copy of same has been provided to the TOWNSHIP.
- 4.2 It is agreed that if the OWNERS fail to apply for a building permit or permits to implement this Agreement within two (2) years after registration, then the TOWNSHIP, at its option, has the right to terminate the Agreement and require that a new agreement be submitted for approval and execution.

#### **SECTION 5: PROVISIONS**

- 5.1 The OWNERS agree to comply with, carry out or cause to be carried out all recommendations of the report submitted by FRI Ecological Services, dated September 3, 2019, including, but not limited to, the following:
  - a) All Development, including building, structures and site alteration activities is not permitted within the identified habitat areas;
  - b) All docking facilities shall be located in the recommended area on the constraint mapping;
- 5.2 The OWNERS agree that external lighting facilities on the subject lands and buildings will be designed and constructed so as to avoid, wherever possible, the illumination of adjacent properties. The OWNERS agree to only use a level of illumination that minimally impacts the natural beauty of the surrounding properties and waterbody. Specifically, no flood lighting or landscape lighting will be used on the subject lands. Any exterior lighting shall be directed downward and shall not light adjacent waterways or dock areas.
- 5.3 The OWNERS further agree to provide for the grading of change in elevation or contour of the land and the disposal of storm, surface and waste water from the land and from any buildings or structures thereon and will ensure that the natural drainage is not altered in any way that will cause damage to any adjacent lands, or waterbody. The installation of storm water management works and the final grading of the subject lands, including any and all necessary ditching, culverts and construction mitigation measures will be provided by the OWNERS.
- 5.4 The OWNERS further agree to provide and maintain appropriate construction mitigation measures during any construction activity to ensure that there are no adverse environmental impacts.

#### **SECTION 6: OTHER REQUIREMENTS**

- 6.1 The OWNERS agree that nothing in this Agreement shall relieve them from complying with all other applicable by-laws, laws or regulations of the TOWNSHIP or any other laws, regulations or policies established by any other level of government. Nothing in this Agreement shall prohibit the TOWNSHIP or its Chief Building Official from instituting or pursuing prosecutions in respect of any violations of the said by-laws, laws or regulations.

**SECTION 7: BINDING PARTIES, ALTERATION, AMENDMENT, EFFECT, PENALTY**

- 7.1 This Agreement may only be amended or varied by a written document executed by the parties hereto and registered against the title to the subject lands.
- 7.2 Following the completion of the works, the OWNERS shall maintain to the satisfaction of the TOWNSHIP, and at their sole expense, all the facilities or works.
- 7.3 This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.
- 7.4 The OWNERS acknowledge that the Agreement is entered into under the provisions of Section 51(26) of the Planning Act, R.S.O. 1990, c.P. 13, as amended, and that the expenses of the TOWNSHIP arising out of the enforcement of this Agreement may, in addition to any other remedy the Township may have at law, be recovered as taxes under the Municipal Act, 2001, S.O. 2001, c.25 as amended.
- 7.5 The Agreement shall come into effect on the date of execution by the TOWNSHIP.

**SECTION 8: NOTICE**

- 8.1 Any notice, required to be given pursuant to the terms hereto, shall be in writing and mailed or delivered to the other at the following addresses:

OWNERS NAMES AND ADDRESS: DAN HURLEY  
KAREN VANDERBRUG




TOWNSHIP: Clerk  
Township of The Archipelago  
9 James Street  
Parry Sound, ON P2A 1T4

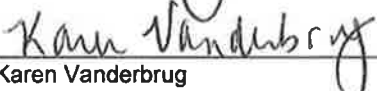
IN WITNESS WHEREOF the OWNERS and the TOWNSHIP have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED  
In the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dan Hurley

  
\_\_\_\_\_  
Karen Vanderbrug

THE CORPORATION OF THE  
TOWNSHIP OF THE ARCHIPELAGO

\_\_\_\_\_  
Reeve  
Bert Liverance

\_\_\_\_\_  
Clerk  
Maryann Weaver

Corporation of the Township of The Archipelago



**MINUTES  
MEETING OF COUNCIL**

**July 16, 2021  
9 James Street, Parry Sound, Ontario  
Via Zoom Meeting**

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Council Members Present: Reeve:	Bert Liverance	
Councillors:	Laurie Emery	Ward 1
	Greg Andrews	Ward 1
	Peter Frost	Ward 2
	Earl Manners	Ward 3
	Scott Sheard	Ward 3
	David Ashley	Ward 4
	Alice Barton	Ward 4
	Rick Zanussi	Ward 4
	Ian Mead	Ward 5
	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  
Greg Mariotti, Manager of Operational Services  
Wendy Hawes, Manager of Finance & Accounting/ Deputy Treasurer

**1. CALL TO ORDER**

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

**2. APPROVAL OF AGENDA**

**21-114**

**Moved by Councillor Walker  
Seconded by Councillor Andrews**

**NOW THEREFORE BE IT RESOLVED** that the July 16, 2021 Revised Council Meeting Agenda, be approved, as amended.

Carried.

**3. MINUTES OF THE PREVIOUS MEETING**

**Regular Meeting Of Council- June 18, 2021**

**21-115**

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

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

Carried.

**4. DEPUTATION**

**Lynne Gregory, Belvedere Board Representative. Belvedere Heights 101 Bed Long-Term Care Home moving to Campus of Care**

Lynne Gregory reported on Belvedere's resolution to ask the Ministry of Long-Term Care to create a campus of care at the West Parry Sound Health Centre. Mr. Gregory explained that the process to move Belvedere requires a majority of the 8 member municipalities to support a by-law to surrender the approval to manage long term care beds on behalf of the Ministry of Long-Term Care. Following her presentation, Ms. Gregory answered questions from Council regarding municipal contributions to the new facility.

**5. CAO REPORT ON COUNCIL DIRECTIONS**

**21-116**

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

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

Carried.

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

**• FINANCE AND ADMINISTRATION**

**Truth and Reconciliation in Canada – The Township of The Archipelago's Roles and Responsibilities**

**21-117**

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

**NOW THEREFORE BE IT RESOLVED** that Staff work with Council to advance the Township's role in the hard work towards Truth and Reconciliation with Canada's First Nations, Inuit and Metis peoples, including but not limited to meeting the applicable Calls to Action put forward in 2015 by the Truth and Reconciliation Commission of Canada and to move forward in developing meaningful partnerships and relationships with our indigenous Residents and Communities.

Carried.

**Donation Policy**

Councillor Ashley informed Council that the Township Donation Policy prohibits the Municipality from making donations to individuals. After discussion, Council decided that Councillors, if they choose, can make personal donations to previous Township of The Archipelago employee, Greg Corbett's, Go Fund Me page.

**7. CORRESPONDENCE**

**Council Correspondence**

**21-118**

**Moved by Councillor Sheard  
Seconded by Councillor Frost**

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

Carried.

8. OTHER BUSINESS

**Request For Letter Of Concurrence – Vianet Inc.**  
Proposed Tower North Shore Road, Pointe au Baril

21-119

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

**WHEREAS** the Council for the Township of The Archipelago recognizes the existing need for improved telecommunication service levels for residents in The Archipelago;

**AND WHEREAS** Vianet Inc., by way of resolution #20-133, received Council support for jointly pursuing a new 260' telecommunication tower to be erected on township lands, 126B North Shore Road, Pointe au Baril;

**AND WHEREAS** Vianet Inc., has now undertaken and completed public notification as set out in the ISED's default protocol (CPC-2-0-03), which require proponents to provide a notification package to the local public, land-use authorities, businesses and property owners etc. located within a radius of three times the tower height.

**AND WHEREAS** Vianet has requested a Letter of Concurrence with respect to the proposed communications tower;

**NOW THEREFORE BE IT RESOLVED** that Council hereby authorize staff to provide a Letter of Concurrence to Vianet Inc. for the placement of a 260 foot tower at 126B North Shore Road, Pointe au Baril

Carried.

**2021 Community Grants**

21-120

**Moved by Councillor Andrews  
Seconded by Councillor Ashley**

**NOW THEREFORE BE IT RESOLVED** that Council authorizes the following community grants for the remainder of 2021:

TOTAL NORTH	\$31,252.37
TOTAL SOUTH	\$10,536.91

Carried.

**2021 Property Tax Adjustments**

21-121

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

**NOW THEREFORE BE IT RESOLVED** that Council authorizes the following tax credit adjustments for municipally-owned properties for the remainder of 2021:

TOTAL NORTH	\$1,054.49
TOTAL SOUTH	\$1,148.46

Carried.

**Strategic Plan – Update 2021**

Reeve Liverance presented the first draft of the 2021 Strategic Plan Update and briefly outlined some of the minor changes within the document since Council's last review.

9. BY-LAWS

Amendment to Noise By-Law

2021-35

Moved by Councillor Frost  
Seconded by Councillor Walker

That By-law Number 2021-35, being a By-law to amend By-law 07-19, being a By-law to control noise within the Township of The Archipelago, be read and finally passed in Open Council this 16<sup>th</sup> day of July, 2021.

Carried.

O'Neill, Brendan-Zoning By-law Amendment No. Z03-20  
Remove the Holding 'H' provision

A2100-21

Moved by Councillor Ashley  
Seconded by Councillor Zanussi

That By-law Number A2100-21, being a By-law to amend By-law No. A2000-07 (the Comprehensive Zoning By-law) for Part of Island 417A, being Part 4 on Plan 42R-20556, located in front of the geographic Township of Shawanaga, be read and finally passed in Open Council this 16<sup>th</sup> day of July, 2021.

Carried.

O'Neill, Brendan

Authorize the execution of a development agreement

Part of Island 417A, being Part 4 on Plan 42R-20556,  
located in front of the geographic Township of Shawanaga

2021-36

Moved by Councillor Sheard  
Seconded by Councillor Manners

That By-law Number 2021-36, being a By-law to authorize the execution of a site plan development agreement between Brendan O'Neill and Janet Green and the Corporation of the Township of The Archipelago, be read and finally passed in Open Council this 16<sup>th</sup> day of July, 2021.

Carried.

10. PUBLIC MEETING

Proposed Zoning By-law Amendment No. Z06-21

Carrick Point LLC/Shaw  
Part of Island 97A (Mackenzie Island)

At 10:03 a.m., Council held a Public Meeting to consider proposed Zoning By-law Amendment Number Z06-21, Carrick Point LLC/Shaw.

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

Mr. Henderson reported that no correspondence regarding the proposal was submitted.

John Jackson, agent for the applicant, provided Council with a brief background and history on the property.

Applicants, Pat Shaw and Greg Foote, thanked the Township Planning Department for their assistance throughout the process.

Reeve Liverance declared this portion of the public meeting closed at 10:08 a.m.



**Carrick Point LLC/Shaw – Zoning By-law Amendment No. Z06-21**

**A2099-21**

**Moved by Councillor Frost  
Seconded by Councillor Walker**

That By-law Number A2099-21, being a By-law to amend By-law No. A2000-07 (the Comprehensive Zoning By-law) for part of Island 97A, being Parcel 6685 PSNS, in front of the geographic Township of Harrison, be read and finally passed in Open Council this 16<sup>th</sup> day of July, 2021.

Carried.

**Carrick Point LLC/Shaw**

**Authorize the execution of a development agreement**

part of Island 97A, being Parcel 6685 PSNS, in front of the geographic Township of Harrison.

**2021-37**

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

That By-law Number 2021-37, being a By-law to authorize the execution of a site plan development agreement between Carrick Point LLC/Patrick Shaw and the Corporation of the Township of The Archipelago, be read and finally passed in Open Council this 16<sup>th</sup> day of July, 2021.

Carried.

**11. QUESTION TIME**

Councillor Emery inquired whether the Township website is updated when the Pointe au Baril pump out is out of order and not available for resident use. Maryann Weaver, confirmed that this information is updated and shared on the Township website and social media platforms.

**12. NOTICES OF MOTION**

**Request for reconsider decision of Council. Resolution 19-53, Councillor Andrews  
Indemnification – Hachigian v Andrews**

Reeve Liverance outlined for Council, the Township's procedure by-law pertaining to the reconsideration motion.

Reeve Liverance requested a recorded vote.

**21-122**

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

**NOW THEREFORE BE IT RESOLVED** that Council hereby agree to reconsider Resolution 19-53, Councillor Andrews Indemnification – Hachigian v Andrews.

**Yea**

Councillor Andrews  
Councillor Emery  
Councillor Ashley  
Councillor Barton  
Reeve Liverance

**Nay**

Councillor Frost  
Councillor Manners  
Councillor Sheard  
Councillor Zanussi  
Councillor Mead  
Councillor Walker

Defeated.

Council recessed for a break at 10:17 a.m. and resumed business at 11:25 a.m.

**13. DEPUTATION**

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

Cale Henderson, Manager of Development & Environmental Services, introduced Rian Allen, Planning Consultant from Planscape.

Mr. Allen provided a summary of the Zoning By-law Review project thus far, noting that the report presented today will provide an overview of the 28 modifications being proposed and an opportunity for Council to provide direction and feedback.

Council discussed the first seven modifications, before Reeve Liverance noted due to time constraints and the importance of the subject, a special meeting should be scheduled to discuss the remaining modifications.

**14. CONFIRMING BY-LAW**

**2021-38**

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

**That By-Law Number 2021-38**, being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on July 16, 2021, be read and finally passed in Open Council this 16<sup>th</sup> day of July, 2021.

Carried.

**15. ADJOURNMENT**

**21-123**

**Moved by Councillor Walker  
Seconded by Councillor Ashley**

**NOW THEREFORE BE IT RESOLVED** that the Regular Meeting of Council held on July 16, 2021, be adjourned at 12:36 p.m.

Carried.

**TOWNSHIP OF THE ARCHIPELAGO**

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Bert Liverance, Reeve

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Maryann Weaver, Clerk



**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**July 15, 2021**  
**Via Zoom Meeting**  
**9 James Street, Parry Sound, Ontario**

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Council Members Present: Reeve:	Bert Liverance	
Councillors:	Laurie Emery	Ward 1
	Greg Andrews	Ward 1
	Peter Frost	Ward 2
	Earl Manners	Ward 3
	Scott Sheard	Ward 3
	David Ashley	Ward 4
	Alice Barton	Ward 4
	Rick Zanussi	Ward 4
	Ian Mead	Ward 5
	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, Manager of Finance & Accounting/ Deputy Treasurer  
Greg Mariotti, Manager of Operational Services

**1. FINANCE AND ADMINISTRATION**

**Internet Connectivity – Tower Siting, Pointe au Baril**

Joe Villeneuve provided an update on the Pointe au Baril telecommunications tower and outlined Vianet's request for a letter of concurrence in order to move to the next phase of the project.

Staff was directed to bring a Resolution forward to the June Council Meeting.

**Truth and Reconciliation Commission of Canada – 'Calls to Action' for Local Government – Development of a Proposal Framework for Action**

John Fior reported on the Township's response to the 2015 Truth and Reconciliation Calls to Action and the recommended measures that will allow the Township to deliver on these items.

Councillor Manners emphasized the importance of accountability and requested that Staff track the Township's progress on the matter.

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

### **Council Accomplishments 2020-2021**

John Fior provided a summary on staff's new Council Accomplishment initiative. Mr. Fior noted that the current list is a draft version and will be a living document throughout the 4 years of council.

Councillor Ashley asked that the LCBO and Beer Store partnerships be added to the list.

### **Community Grants**

Councillor Ashley provided an update on the four applications that were submitted for 2021 Township community grants. Following discussion, Council agreed that all applicants must make a deputation to Council in September outlining what services and facilities will be made available to the public in exchange for the monetary contribution.

Councillor Ashley asked that the LCBO and Beer Store partnerships be added to the list.

### **2020 Year End Update**

Wendy Hawes reported on the 2020 year end variance analysis budget to actual. Councillor Ashley followed up with a high level summary of significant revenue and expenditure items.

### **West Parry Sound Community Safety and Well Being Plan**

Maryann Weaver provided Council with an update on the West Parry Sound Community Safety and Well Being Plan and the Committee's proposed timeline in presenting the plan to the public, Council and Solicitor General.

### **Letter from the Reeve, July 23, 2021**

Reeve Liverance presented the proposed Letter from the Reeve, noting that he felt the letter was appropriate due to the fact that borders are still closed to international residents. Councillor Frost, Councillor Sheard and Councillor Manners voiced their support of the letter.

Staff was directed to send the letter to ratepayers next week.

### **Proposed Amendment to Noise By-law**

Joe Villeneuve informed Council of the significant increase of noise complaints reported to the By-law Department since the beginning of summer. Mr. Villeneuve explained the

rationale behind the amendment, noting that it is short term resolution and that a full noise by-law review will be required in the future. Mr. Villeneuve cautioned Council in inquiring about open by-law investigations moving forward.

Councillor Sheard noted that he has found 14 short term cottage rentals in the Archipelago region and anticipates more noise complaints, due to the increased popularity of the north.

Councillor Walker inquired whether the Township should consider measuring noise in attempt to manage the issue. Mr. Villeneuve noted that this is an option, however a review of the by-law is needed prior to these decisions being made.

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

**Closed Meeting**

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

**NOW THEREFORE BE IT RESOLVED** that the Finance and Administration Committee move into a CLOSED MEETING at 10:15 a.m., pursuant to Section 239(2)(b)(f) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with personal matters about an identifiable individual, including municipal or local board employees; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

- i) **Manitou Inn Site Alteration**
- ii) **Human Resource Matters**

Carried.

**Open Meeting**

**Moved by Councillor Frost  
Seconded by Councillor Barton**

**NOW THEREFORE BE IT RESOLVED** that the Human Resources Committee move out of a CLOSED MEETING at 10:38 a.m.

Carried.

The Committee recessed for a break at 10:38 a.m. and resumed business at 10:51 a.m.

**3. PLANNING AND BUILDING**

**Building Permit Summary**

Councillor Manners inquired how the values of building permits are calculated. Rob Farrow confirmed that permit values are calculated according to the formulas mandated by the building by-law.

Councillor Manners also inquired if the 2019 permit information is available to conduct a trend analysis over the last two years. Cale Henderson reported that 2019 permit information can be provided to Council at a future Committee meeting. Rob Farrow provided Council with a brief permit comparison of the last 3 years.

**Zoning By-law Amendment - Remove Holding 'H' Symbol  
And Site Plan Development application  
(O'Neill/Green) - Application Nos. Z03-20 & SP03-21**

Cale Henderson summarized the application. Mr. Henderson noted that the application does not trigger a public meeting and that Council will make a decision regarding the application at the June Council Meeting.

**Zoning By-law Review – Update**

Cale Henderson informed Council that the Rian Allen, the Planning Consultant hired to conduct the Zoning By-law Review was unavailable for a deputation today due to prior engagements. Mr. Allen will present his report at the June Council Meeting for Council's feedback and direction.

**4. ENVIRONMENT**

**Georgian Bay Biosphere – Partnership Update**

Councillor Barton informed Council that the Township's contract with Georgian Bay Biosphere expires at the end of 2021 and that discussions regarding contract renewal are currently in progress.

Reeve Liverance expressed concern regarding ratepayers not knowing about dock disposal days this summer. Following discussion, Council directed Staff to post messaging on the Township website and social media platforms encouraging ratepayers to contact their associations regarding wayward docks in their communities in effort to build an inventory.

**5. PUBLIC WORKS**

**Wood Grinding at Site 9 Landfill – Unbudgeted Expenditure**

Greg Mariotti informed Council that the 2021 budget did not allocate funds for wood grinding at Site 9 Landfill, therefore there will be a budget deviation to cover this expense.

Reeve Liverance inquired on what is done with the wood grindings. Mr. Mariotti noted that grindings will be used for ground fill at the transfer site and can potentially be offered to Township ratepayers free of charge.

**Operational Services Update**

Greg Mariotti provided updates on various public works activities and initiatives. Mr. Mariotti provided a brief summary on the installation of the Site 7 weigh scale and answered Council's questions on the subject.

Councillor Ashley requested that the flare disposal day be included in the Reeve's letter going out in late July.

Reeve Liverance asked staff that if there are vehicles within the Township fleet that require replacing, that electric options are considered.

Council discussed the need for Staff to begin the process of developing a re-opening plan for the Township.

**Kapikog Lake and Healey Lake Main Parking Lots – Facilities**

Councillor Walker raised the subject of installing washroom facilities at the Kapikog and Healey Lake Main Parking Lots, following multiple requests from ratepayers in these locations. Council discussed the subject.

**Launching sites – Waste containers**

Expanding on the previous agenda item, Councillor Walker informed Council of requests for waste containers at the Kapikog and Healey Lake launching sites. Council discussed the matter.

Councillor Barton requested an update on the installation of the seabins. Mr. Mariotti confirmed that the seabins are currently operational and staff have been trained on removing waste from the bins.

**6. ADJOURNMENT**

Meeting adjourned at 12:03 p.m.

TOWNSHIP OF THE ARCHIPELAGO

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Bert Liverance, Reeve

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Maryann Weaver, Clerk



**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**June 17, 2021**  
**Via Zoom Meeting**  
**9 James Street, Parry Sound, Ontario**

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

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

**1. MOMENT OF SILENCE**

Council and staff observed a moment of silence to honour the Afzaal family killed in the terrorist attack in London, ON.

**2. FINANCE AND ADMINISTRATION**

**Sans Souci Community Centre Committee – Council Appointment**

The Committee agreed to appoint Councillor Ashley (Ward 4) to the Sans Souci Community Centre Committee.



**Communication response to queries on the border**

John Fior provided an update on the current US/Canada border restrictions. Councillor Manners and Councillor Sheard updated the Committee on the letters they received from American ratepayers regarding accessing their cottages this summer.

The Committee discussed the matter and agreed that passing a resolution would not be effective at this time, as it is a Provincial and Federal issue.

**Love My Neighbour Charity**

Erin Robinson provided a brief report on the Love My Neighbour Charity, reporting that in order to become a 'Love My Neighbour' City the Township would be required to make a donation. Councillor Ashley clarified that a donation has already been made by Councillors, therefore there is no financial cost for the Township.

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

**OPP Detachment Boards**

Erin Robinson provided the Committee with a report on the newly introduced OPP Detachment Board and the changes associated with becoming a Township operating within a contract with the OPP.

Committee discussed the matter at length and was in agreement that the TOA's contract with the OPP needs to reflect the Township's unique circumstances.

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

**3. ENVIROMENT**

**Gypsy Moth Infestation, David Bywater, GBB**

David Bywater presented on the recent Gypsy Moth infestation in the area. Mr. Bywater answered a number of questions from Committee regarding life cycles of the species and spray programs that were conducted in the Township in the past.

Staff was directed to explore potential moth management options for next Spring.

**4. FINANCE AND ADMINISTRATION CONT'D**

**Legal Update**

No issues were raised.

**Connectivity Initiatives Update**

Joe Villeneuve reported to the Committee on connectivity projects updates and communications.

Glen Barnden, TOA Connectivity Consultant, provided a brief summary on the new CRTC ruling regarding connectivity fees and working with local WISPs.

**Fire Report – McLaren Island Fire**

Maryann reported that the Ministry of Natural Resources and Forestry (MNRF) is currently conducting an open investigation on the McLaren Fire and once closed, she will provide the Committee with an update.

Councillor Ashley inquired about an update on the Parry Sound 33 investigation. Ms. Weaver reported that she will contact the MNRF for an update.

**Burial of Children at the Kamloops Indian Residential School. Request that Provincial and Federal governments take action now**

The Committee reviewed the proposed resolution. Councillor Ashley requested that the resolution be sent to local First Nations and West Parry Sound Area Municipalities.

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

The Committee recessed for a break at 11:06 a.m. and resumed business at 11:17 a.m.

**5. FINANCE AND ADMINISTRATION CONT'D**

**Partnership and Data Sharing Agreement – Georgian Bay Land Trust**

Cale Henderson provided a brief update on the Agreement.

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

**6. PLANNING AND BUILDING**

**Building Permit Summary**

Cale Henderson reported that Rob Farrow, Chief Building Inspector, was unable to attend the meeting, as he was conducting an on-site inspection.

Mr. Henderson reported that similar to last year, the Township has seen a record number of building permits applications.

**Land Supply Study – Verbal Update**

Cale Henderson provided an update on the Land Supply Study and anticipates having the study on the July Committee Agenda for Council's review.

**LPAT Appeal to OPA No. 68, ZBLA No. Z02-20, Consent Application Nos. B16-20, B17-20, B18-20, B19-20 (Gates)**

Cale Henderson reported that the planning consultants have committed to having the Land Supply Study completed for July Council and the Recommendation Report completed for the August Committee Agenda.

**Closed Meeting**

**Moved by Reeve Liverance  
Seconded by Councillor Ashley**

**NOW THEREFORE BE IT RESOLVED** that the Planning and Building Committee move into a CLOSED MEETING at 11:27 a.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) **LPAT Appeal to the Committee of Adjustment Decision  
No. A08-21 (Pleasant Cove Resort Inc.)**

Carried.

**Open Meeting**

**Moved by Reeve Liverance  
Seconded by Councillor Mead**

**NOW THEREFORE BE IT RESOLVED** that the Planning and Building Committee move out of a CLOSED MEETING at 11:39 a.m.

Carried.

**7. PUBLIC WORKS**

**Operational Services Update**

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

Councillor Frost inquired about an update the paving of 529A. Mr. Mariotti reported that Ministry of Transportation has not provided the Township an update as of yet.

**Dock Disposal Days**

Greg Mariotti provided a summary of the Dock Disposal Days program and asked Councillors for their assistance with connecting with Ratepayer Associations to arrange dock disposal days.

Reeve Liverance requested that Mr. Mariotti highlight Bill 228 when connecting with the Ratepayer Associations, reminding residents of the new laws prohibiting encapsulated polystyrene in docks.

**8. ADJOURNMENT**

Meeting adjourned at 12:09 p.m.

TOWNSHIP OF THE ARCHIPELAGO

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Bert Liverance, Reeve

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Maryann Weaver, Clerk



**MINUTES**  
**COMMITTEE OF THE WHOLE**  
**May 20, 2021**  
**Via Zoom Meeting**  
**9 James Street, Parry Sound, Ontario**

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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  
Erin Robinson, CFO/Treasurer  
Greg Mariotti, Manager of Operational Services

**1. FINANCE AND ADMINISTRATION**

**WPS Economic Development Collaborative Steering Committee – WPSEDC**  
**Terms of Reference**

John Fior provided an update, highlighting the new terms of reference that requires Council approval.

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

**Strategic Plan Update**

John Fior provided an update, reporting that workshops for both Members of Council and Staff have been scheduled.

### **Financial Services Update**

Erin Robinson provided updates on various financial services activities and initiatives.

### **Internet Connectivity – Guiding Principles Document**

Joe Villeneuve summarized the Guiding Principles for broadband infrastructure and high speed internet service development.

Glen Barndon was in attendance, and provided a brief overview of the project.

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

### **Legal Update**

No issues were raised.

### **LCBO Convenience Outlets - Update**

Councillor Ashley provided an update, reported that Mr. LeBlanc will open his convenience outlet this summer.

### **Love My Neighbour**

Councillor Ashley introduced the Committee to the Love My Neighbour Charity, which helps UNICEF provide COVID-19 vaccines to the world's most vulnerable people. Councillor Ashley requested that staff research the initiative and report back at the May Council Meeting. The Committee was in agreement.

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

### **OPP Detachment Boards**

Councillor Walker provided a brief background of the current Committee structure and reported on the newly introduced OPP Detachment Boards.

The Committee discussed the matter and directed staff to research further details and impacts to the Township, and report back at the June Committee Meeting.

## **2. PLANNING AND BUILDING**

### **Building Permit Summary**

No issues were raised.

**Zoning By-law Amendment Application-Z01-21 (Briggs)**

Cale Henderson summarized the application. No concerns were raised.

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

**Site Plan Development Application-Henhoeffer/Cooley SP02-21**

Cale Henderson summarized the application. No concerns were raised.

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

**Land Supply Study - Update**

Cale Henderson provided an update, reporting that the consultants will be prepared to present at the June Committee Meeting.

**3. ENVIRONMENT**

**Septic Information Packages distributed to Property Owners**

Cale Henderson summarized the information that will be circulated to every property owner within the Township. Mr. Henderson further reported that the information package has been posted on the Township website.

**Bill 228 – Keeping Polystyrene Out of Ontario’s Lakes and Rivers Act**

Councillor Barton expressed her congratulations to Norm Miller for getting Bill 228 passed.

**Great Lakes St. Lawrence Cities Initiative – Call for Resolutions**

Cale Henderson reported that the two resolutions, previously passed by Council, have been shared with the Great Lakes St. Lawrence Cities Initiative.

The Committee recessed for a break at 10:47 a.m. and resumed business at 11:01 a.m.

**Heather Sargeant, Georgian Bay Forever - Bill 279 – Microplastics Filters for Washing Machines**

Heather Sargeant and Brooke Harrison provided Council with an overview on their microplastics filters washing machine study.

The Committee discussed the draft resolution to support Bill 279. No issues were raised.

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

#### **4. PUBLIC WORKS**

##### **Island Sites Waste and Recycling Barging Services Renewal**

Greg Mariotti summarized the proposed renewal contract with Chantler Barging. No issues were raised.

Staff was directed to bring a resolution forward to the May Council meeting.

##### **By-law Amendments and Repeals**

Greg Mariotti provided an update, reporting that the ATV By-law is now redundant, as legislation has been amended which now permits all off road vehicles to be driven on municipal roads by default. Mr. Mariotti further reported on the necessary amendment to the Weed Inspector Appointment By-law.

Staff was directed to bring the By-laws forward to the May Council meeting.

##### **Wayward Docks Update**

Greg Mariotti summarized his report which summarized options on how to deal with the issue.

Staff was directed to create a plan to implement dock disposal days throughout the Township, to be brought forward to the June Meeting.

##### **Operational Services Update**

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

#### **5. ADJOURNMENT**

Meeting adjourned at 12:15 p.m.

TOWNSHIP OF THE ARCHIPELAGO

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Bert Liverance, Reeve

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Maryann Weaver, Clerk



## CAO REPORT on COUNCIL DIRECTIONS - August 2021

Council Date	Department	Item	Update / Status	Date to return to
July 16, 2020	CAO	Council's Strategic Principles/Strategic Plan	Consultant preparing draft document for Committee/Council review.	Ongoing
July 16, 2020	CAO	OPP/EMS Response Concerns	Concerns addressed for 2021. Further dialogue will occur as needed.	Completed
September 17, 2020	Corporate Services	Connectivity	Plan, land, agreements, communication	Ongoing
January 22, 2021	Planning	Site Alteration By-law	Consultant preparing draft by-law and researching potential municipal costs.	Ongoing
January 22, 2021	Planning	Land Supply Study	Retained Consultant, completing study.	9/17/2021
April 9, 2021	Corporate Services	Pointe au Baril Land Transfer	Process the transfer of lands from Twn PS (Highway 69 old EMS site)	Completed
April 9, 2021	Development/Operations	Phragmites	Phragmites resolution forwarded to all parties. Working towards implementing other direction (clean equipment protocol, follow up with MTO, implement best management practices, etc.)	Ongoing
April 30, 2021	Corporate Services	Land Acquisition	Conclude process for acquiring property for PauB Tower Build	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	Completed

## **Township of The Archipelago**



### **COUNCIL CORRESPONDENCE** **Regular Meeting of Council** **August 20, 2021**

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#### **REQUESTS FOR SUPPORT**

[A]

#### **FEDERAL GOVERNMENT**

[01]

#### **PROVINCIAL GOVERNMENT**

[02] MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING

RE: Main Street Recovery Act: Proclamation of Amendments to the Municipal Act and City of Toronto Act

[03] MINISTRY OF ENVIROMENT, CONSERVATION AND PARKS

RE: Waste-Free Wednesday Litter Cleanups

#### **MUNICIPALITIES**

[04] THE CORPORATION OF THE TOWN OF COBOURG

RE: Request to Province to support Bill C-6, an act to amend Criminal Code of Canada (Conversion Therapy)

[05] THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

RE: Request to Province to have the prostate blood test be included in the national health care system

RE: Resolution passed to calling upon Government of Canada to terminate its appeal of the 2019 Human Rights Tribunal Ruling, ordering Ottawa to pay compensation to First Nations Children and their families

[06] COUNTY OF LAMBTON

RE: Support for the Township of The Archipelago's resolution to support the 988 crisis line initiative

- [07] CORPORATION OF THE TOWN OF LASALLE  
RE: Request to Province to cease further consideration of eliminating capital gains tax exemptions on primary residences
  
- [08] TOWNSHIP OF MACHAR  
RE: Resolution passed opposing City of Vaughan's resolution that the Provincial Government consider raising the current minimum driving age in Ontario from 16 to 18
  
- [09] THE CORPORATION OF THE MUNICIPALITY OF MCDOUGALL  
RE: By-law passed to return management of 101 long term care beds to Ministry of Long-Term Care to be relocated into a Campus of Care at West Parry Sound Health Centre site
  
- [10] TOWNSHIP OF MCKELLER  
RE: Resolution passed requesting that the Near North District School Board convene a new Accommodation Review Committee for the junior kindergarten to grade twelve mega-school  
RE: By-law passed to return management of 101 long term care beds to the Ministry of Long-Term Care to be relocated into a Campus of Care at West Parry Sound Health Centre
  
- [11] THE CORPORATION OF THE TOWNSHIP OF MCMURRICH/MONTEITH  
RE: By-law passed to return management of 101 long term care beds to Ministry of Long-Term Care to be relocated into a campus of care at West Parry Sound Health Centre Site
  
- [12] NORTHUMBERLAND COUNTY  
RE: Request to Province to halt the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act  
RE: Support for the Township of The Archipelago's Bill 279 resolution  
RE: Support for the Township of The Archipelago's Bill 228 resolution
  
- [13] THE CORPORATION OF THE VILLAGE OF OIL SPRINGS  
RE: Request to Province to cease further consideration of eliminating capital gains tax exemptions on primary residences
  
- [14] TOWN OF PETROLIA  
RE: Request to Province to ease further consideration of eliminating capital gains tax exemptions on primary residences  
RE: Request to Province to support the 988 national suicide and crisis hotline
  
- [15] THE CORPORATION OF THE CITY OF SARNIA  
RE: Request to Province to cease further consideration of eliminating capital gains tax exemptions on primary residences

- [16] SEGUIN TOWNSHIP  
RE: By-law passed to return management of 101 long term care beds to Ministry of Long-Term Care to be relocated into a Campus of Care at the West Parry Sound Health Centre
- [17] MUNICIPALITY OF SHUNIAH  
RE: Request to Province to expand testing to all strains of Lyme Disease and improve the level of treatment and care for those diagnosed with this crippling disease  
RE: Request to Province to cease further consideration of eliminating capital gains tax exemptions on primary residences
- [18] TOWNSHIP OF STRONG  
RE: Request to Province to return to the 2018 Public Health Modernization process cost sharing formulas
- [19] CITY OF TORONTO  
RE: Request to Province to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act  
RE: Member Motion in support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care
- [20] MUNICIPALITY OF WHITESTONE  
RE: Request to Province to return to the 2018 Public Health Modernization process cost sharing formulas

**FIRST NATIONS**

[21]

**RATEPAYERS' ASSOCIATIONS**

- [22] GEORGIAN BAY LAND TRUST  
RE: Landscript Summer 2021 Edition

**RATEPAYERS/OTHERS**

[23]

**AGENCIES**

- [24] DISTRICT OF PARRY SOUND SOCIAL SERVICES ADMINISTRATION BOARD  
RE: District of Parry Sound Housing and Homelessness Plan Report 2020-2021

- [25] NEAR NORTH DISTRICT SCHOOL BOARD  
RE: Board commits to transparent communication with community about Parry Sound JK-12 Build
- [26] NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT  
RE: Health Unit Offering Fee Hepatitis A Vaccines Related to Recall on Frozen Mangoes

**PLANNING**

- [27] TOWNSHIP OF THE ARCHIPELAGO  
RE: Township correspondence to the Ministry of Transportation regarding future efforts to eradicate phragmites from the Archipelago area

**PLANNING BOARD**

- [28]

**ENVIRONMENT**

- [29] ONTARIO TURTLE CONSERVATION CENTRE  
RE: Thank you note for the Township's 2021 donation

**MISCELLANEOUS**

- [30] EMMALINE & BILL MADIGAN (POINTE AU BARIL LIGHTHOUSE CARETAKERS)  
RE: Thank you note
- [31] CANADORE COLLEGE  
RE: Thank you note for the Township's 2021 donation
- [32] MUNICIPAL MONITOR MAGAZINE  
RE: Q2 2021 Edition

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

BY-LAW NO. 2021 –

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Being a By-law to return management of 101 long-term care beds to the  
Ministry of Long-Term Care to be relocated into a Campus of Care  
at West Parry Sound Health Centre Site

---

**WHEREAS** Belvedere Heights Homes for the Aged ("Belvedere Heights") was initially established as a territorial district home under a Board of Management, it has evolved into a provincial resource serving residents beyond the district with all admissions controlled by the province-wide placement coordination services; and

**WHEREAS** the new Ontario Health agency is building Ontario Health Teams to improve health system performance through patient-centred, integrated care specifically looking to better serve our seniors; and

**WHEREAS** the Ministry of Long-Term Care has the sole authority to allow the long-term care beds currently managed by Belvedere Heights to participate in an evolving Ontario Health Team and to be relocated to a campus of care at the West Parry Sound Health Centre site; and

**WHEREAS** under Ontario Regulation 79/10, s.308 (4)(b)(i), the Belvedere Heights Board of Management may surrender the approval to manage 101 long term care beds to the Ministry of Health and Long-Term Care provided that a majority of the eight (8) supporting municipalities pass a by-law to that regard (s.313 (2)); and

**WHEREAS** the Ministry of Long-Term Care has designated West Parry Sound as under-serviced with the intent to increase the long-term bed complement beyond the 101 long term beds in the district currently in operation at Belvedere Heights as demonstrated by the recent government announcement of 24 new beds; and

**WHEREAS** the now dated structural bed configuration of Belvedere Heights (with only 19 private beds out of 101 beds) is not ideal to ensure the best possible care for long term care residents; these 101 beds should be relocated as part of a Campus of Care approach as promoted by the Ministry of Long-Term Care.

**NOW THEREFORE** on the premise that the units will stay in the Town of Parry Sound, the Council of the Corporation of the Township of The Archipelago enacts the following:

1. That we request the Board of Management for the District of Parry Sound West (Belvedere Heights) provide the mandatory five (5) years prior written notice to surrender the approval to manage 101 long term care beds to the Ministry of Long-Term Care in order that these beds can be integrated into a best practice aging in place campus of care at the West Parry Sound Health Centre site;
2. That we request the MINISTRY OF LONG-TERM CARE to issue a 160-bed not-for-profit long term care bed license to the West Parry Sound Health Centre to recreate Belvedere on a campus of care, which will provide additional long term care capacity, optimize bed configuration and consolidate the management of long-term care under one governance, consistent with the Ontario Health Team initiative to better serve the District of West Parry Sound;

3. That we further request the MINISTRY OF LONG-TERM CARE to waive the five (5) year notice period in favour of early adoption of integrated long-term care in support of the mandate of the evolving Ontario Health Teams, increase the complement of long-term beds sooner to reduce the wait list and support the creation of a Campus of Care, aging in place approach for seniors' services in West Parry Sound.

**READ and FINALLY PASSED in OPEN COUNCIL this 20<sup>th</sup> day of August, 2021.**

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

\_\_\_\_\_  
Bert Liverance, Reeve

\_\_\_\_\_  
Maryann Weaver, Clerk

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

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**BEING a By-law to authorize the execution of an amending site plan development agreement between Vincent Payne Marine Ltd., and the Corporation of the Township of The Archipelago**

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**WHEREAS** Section 41(7)(c.1) of the Planning Act, R.S.O. 1990, c.P.13, as amended, authorizes municipalities to enter into agreements with the owners of land;

**AND WHEREAS** the Council for the Corporation of the Township of The Archipelago deems it expedient to amend an existing agreement with Vincent Payne Marine Ltd., to accommodate the construction of a 659 m<sup>2</sup> (7093 square feet) boat storage building being a maximum of 10 metres (33 feet) in height, located on Part of Island 25A, being Location CL 12049, Parts 1, 2 and 3 on Plan 42R-15737, Location ML56, Part 1 on Plan 42R-8054, Part Location CL 8698, part of Parcel 5, in front of 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 Reeve and Clerk of the Corporation of the Township of The Archipelago be and are hereby authorized to execute all documents as may be required to amend an existing agreement with Vincent Payne Marine Ltd.; and
2. This By-law shall come into force and take effect on the day of the final passing thereof.

**READ and FINALLY PASSED in OPEN COUNCIL** this 20<sup>th</sup> day of August, 2021.

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**REEVE**

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**CLERK**



**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**  
**AMENDING SITE PLAN DEVELOPMENT AGREEMENT**

**THIS AMENDING AGREEMENT** made this \_\_\_\_ day of August, 2021.

**B E T W E E N:**

**VINCENT PAYNE MARINE LTD.**

(hereinafter called the "OWNER")

- and -

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

(hereinafter called the "TOWNSHIP")

**WHEREAS** the OWNER previously entered into a Site Plan Agreement with the Township, and subsequently amended that agreement (hereinafter called the "Existing Agreement"), which agreement was registered in the Land Titles Division of Parry Sound No. 42;

**AND WHEREAS** the OWNER is now bound by the terms of the Existing Agreement;

**AND WHEREAS** the parties hereto wish to amend the Existing Agreement as hereinafter contained;

**NOW THEREFORE** in consideration of the mutual agreements, covenants and promises herein contained, and other goods and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto agree as follows:

1. That Schedule "B" Site Plan of the existing amended agreement be removed and a new Schedule 'B' is inserted as attached to this amending agreement;
2. The Text of Section 8.2 of the existing amended agreement shall be deleted in its entirety and replaced with the following:

"The Owner further agrees to complete the following items and as detailed on Schedule "B" attached hereto within three years of the date of registration of this Amending Agreement:

- i) Construction of a 659 m<sup>2</sup> (7093 ft<sup>2</sup>) boat storage building, up to a maximum of 10 metres in height (identified as "proposed boat storage building #13).
  - ii) Provision of 144 parking spaces identified on Schedule 'B' of amending agreement.
  - iii) Native trees shall be planted and maintained abutting the property line along Payne's Road, fronting parking spots 37 to 48 and the area to the south.
3. The Owners hereby consent to the registration of the Agreement against the title to the lands described as the Subject Lands in the Existing Agreement;
4. In all other respects the Existing Agreement is hereby confirmed by the parties and continues in full force and effect according to the terms and conditions set out in the Existing Agreement except to the extent of the amendments set out in the subsequent amending agreement and this Amending Agreement;
5. This Amending Agreement and the covenants and provisions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors, successors in title and assigns.

Any notice, required to be given pursuant to the terms hereto, shall be in writing and mailed or delivered to the other at the following addresses:

OWNER'S NAME AND ADDRESS:

VINCENT PAYNE MARINE LTD.  
59 Paynes Road  
Pointe au Baril, ON P0G 1K0

TOWNSHIP:

CLERK  
Township of The Archipelago  
9 James Street  
Parry Sound, ON P2A 1T4

IN WITNESS WHEREOF the OWNER and the TOWNSHIP have caused their corporate seals to be affixed over the signatures of their respective signing officers.

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature, Title

I have the authority to bind the Corporation.

THE CORPORATION OF THE  
TOWNSHIP OF THE ARCHIPELAGO

\_\_\_\_\_  
Reeve

Bert Liverance

\_\_\_\_\_  
Clerk

Maryann Weaver

## **SCHEDULE "A"**

### **DESCRIPTION OF THE LANDS**

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**PIN 52243-0266**

**Location CL 12049, being Parcel 19630 PSNS, being part Parcel 5 of Island 25A, Parts 1, 2 and 3 on Plan 42R-15737, in front of the geographic Township of Harrison;**

**PIN 52243-0267**

**Parcel 14904 PSNS, being part Parcel 5 of Island 25A, Part 1 on Plan 42R-8054, being Location ML56, in front of the geographic Township of Harrison;**

**PIN 52243-0273**

**Parcel 204, Part Location CL8698, being part of Parcel 5 of Island 25A and part of the bed of Sturgeon Bay of the Georgian Bay, Part 3 on Plan 42R-13583, in front of the Township of Harrison;**

**PIN 52243-0275**

**Parcel 9406 PSNS, being part Parcel 5 of Island 25A, in front of the Township of Harrison.**

# SITE PLAN



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

---

To deem Lot 17 of Plan M-198, in the geographic Township of The Archipelago not to be a part of a registered plan of subdivision (Barrett, 190 Healey Lake Water)

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**WHEREAS** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended, authorizes municipalities to enact by-laws to deem any plan of subdivision or part thereof, that has been registered for eight years or more, not to be a registered plan of subdivision;

**AND WHEREAS** the owners of Lot 17 of M-198, in the geographic Township of The Archipelago, have applied to purchase the shore road allowance fronting their property on Georgian Bay;

**AND WHEREAS** the owners have requested that Council deem the lot not to be a part of a registered plan of subdivision in order that the said lot may merge in title with the shore road allowance being stopped up, closed and conveyed;

**AND WHEREAS** Plan M-198 has been a registered plan of subdivision for more than eight years;

**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 Lot 17 of Plan M-195, in the geographic Township of The Archipelago is hereby deemed not to be a part of a registered plan of subdivision.
2. The Solicitor for The Corporation of the Township of The Archipelago shall hereby be authorized and directed to sign, deliver and/or register electronically an "*Application By-law Deeming Plan Not A Plan*" on behalf of The Corporation of the Township of The Archipelago.

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 20<sup>th</sup> day of August, 2021.

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**BERT LIVERANCE, REEVE**

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**MARYANN WEAVER, CLERK**

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

---

Being a By-law to authorize the execution of a Transfer Payment Agreement for  
the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience  
Infrastructure Stream – Local Government Intake

---

**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 Township of The Archipelago wishes to enter into a Transfer Payment Agreement in order to participate in the transfer of Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake funding;

**AND WHEREAS** the Council of the Corporation of the Township of the Archipelago deems it expedient to authorize the execution an Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Infrastructure for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO ENACTS AS FOLLOWS:**

1. That the Reeve and Clerk are hereby authorized to execute on behalf of the Corporation of the Township of The Archipelago the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Infrastructure for the Province of Ontario and the Corporation of the Township of The Archipelago.
2. That this By-law shall come into force and take effect on the day of the final passing thereof.

**READ and FINALLY PASSED in OPEN COUNCIL this 20th day of August, 2021.**

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Bert Liverance, Reeve

---

Maryann Weaver, Clerk

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of The Township of Archipelago**

**(CRA# 108079047)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.



The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
  - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

## **2.0 CONFLICT OR INCONSISTENCY**

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
  - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
  - (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
  - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
  - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Projects;
  - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

*Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and*

(h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE TOWNSHIP OF ARCHIPELAGO**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A.1.0 INTERPRETATION AND DEFINITIONS**

#### **A.1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### **A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada's Maximum Contribution”** means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are



described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Projects”** means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

**“Total Financial Assistance”** means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

(e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:

(i) To support COVID-19 response and economic recovery efforts.

(f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and

(g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete each Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2022, or any other date subject to the prior written consent of the Province.

#### **A.4.0 FUNDS AND CARRYING OUT THE PROJECTS**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Projects.** The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A.4.9 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

#### **A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) attests to:

- (i) following value-for-money procurement processes for materials and sub-contracts; and
- (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

**A.5.6 Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**



**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

**A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

**A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

**A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

**A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

**A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

#### **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such

election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

#### **A.10.0 INSURANCE**

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:
    - (i) annually, certificates of insurance that confirm the insurance coverage as

provided in section A.10.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its

control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or



- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A.15.0 NOTICE**

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or

employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

- A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors and permitted assigns; and
  - (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

- A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.22.0 FURTHER ASSURANCES**

- A.22.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
  - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

- A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one

entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond

the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

#### **A.28.0 ABORIGINAL CONSULTATION**

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

#### **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

#### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

#### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
  - (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iii) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

**[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**



**SCHEDULE “B”**  
**SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

**B.1.1 Expiration date.** The Expiration Date is **December 31, 2025**.

**B.2.0 MAXIMUM FUNDS**

**B.2.1 Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**B.3.0 ADDRESSEES**

**B.3.1 Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3  Attention: Manager, Program Delivery Unit  <b>Email:</b> ICIPCOVID@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> Chief Administrative Officer <b>Address:</b> 9 James Street/Rue, ON, Parry Sound, P2A1T4 <b>Email:</b> jfior@thearchipelago.on.ca

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE “C”**  
**PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

**C.2.0 PROJECT STANDARDS**

**C.2.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.3.1 Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE "C.1"**  
**PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-12-1-1471348054	Building a Seawall for the Pointe au Baril Wharf	03/24/2021	\$100,000.00	\$80,000.00	80%	\$20,000.00	20%

**(b) Project Description**

- (i) Project - Building a Seawall for the Pointe au Baril Wharf, case # 2020-12-1-1471348054.

This project will update the seawall to protect the wharf, public docks and a building that houses municipal staff and public washrooms from high waters.

The project activities include increasing the height of the current seawall by 10-12" over an approximately 400' distance.

Success of this project will prevent flooding of the municipal Wharf and allowing the public to use the facilities safely and without concern and the ability to dock their vessels.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE "D" REPORTS

### D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year.
- (b) **Claim Reports.** Other than for the Final Payment, once per calendar year, the Recipient will submit a request for payment for Eligible Expenditures, with respect to each Project, to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
  - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
  - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  - (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
  - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (iv) a summary of any Communications Activities made for the Project; and,
  - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

### D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 **Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

### D.3.0 RISK ASSESSMENT

D.3.1 **Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

#### **D.4.0 COMPLIANCE AUDIT(S)**

D.4.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

#### **[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]**

**SCHEDULE "E"**  
**ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province's and Canada's sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient's staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

**E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2022 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";



- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE "G"**

### **COMMUNICATIONS PROTOCOL**

#### **G.1.0 DEFINITIONS**

**G.1.1 Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

**"Joint Communications"** means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;  
and
- (b) in the case of the Agreement, the Province and the Recipient.

#### **G.2.0 PURPOSE**

- G.2.1 Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.
- G.2.2 Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.
- G.2.3 Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

#### **G.3.0 GUIDING PRINCIPLES**

- G.3.1 Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project's benefits, including the ways in which the Project helps improve their quality of life.
- G.3.2 Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

**G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

**G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

**G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

**G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

**G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

**G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

**G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE "H"** **DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule "H" (Disposal of Assets):

**"Asset Disposal Period"** means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

**[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**



## **SCHEDULE "I"**

### **ABORIGINAL CONSULTATION PROTOCOL**

#### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

**"Aboriginal Community"**, also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

**"Aboriginal Consultation Plan"** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

#### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan") in respect of each Project.

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

#### **I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

#### **[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]**

**SCHEDULE "J"**  
**REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

**J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

**"Final Payment"** means the final payment by the Province to the Recipient in respect of each Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

**J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule "J" (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b) , the Recipient will notify the Province that no claim is being submitted for that period.

**J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of each Project to the Province in accordance with, and on the frequency as indicated in Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

**J.4.0 PAYMENTS OF FUNDS**

J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support

and the Percentage of Federal Support as set out in Sub-schedule "C.1" (Project Description and Financial Information).

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c) of Schedule "A";
- (b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule "G" (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments of Funds).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.5.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project's Substantial Completion.

J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule "A" (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule "A" (General Terms and Conditions) have been met.

**[SCHEDULE "K" – COMMITTEE FOLLOWS]**

## **SCHEDULE "K" COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

- K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee's mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

- K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.
- K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.
- K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.
- K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

- K.3.1 Rules of Committee.** The Committee will:
- (a) meet at least two times a year, and at other times at the request of a co-chair; and
  - (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.
- K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

- K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:
- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), for compliance with the terms and conditions of the Agreement;
  - (b) acting as a forum to resolve potential issues or disputes and address concerns;
  - (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
  - (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule "K" (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

**Important Information Regarding the ICIP COVID-19 Resilience Infrastructure  
Stream Local Government Transfer Payment Agreement**

**Project Description** – Please ensure the description of your project noted in Schedule “C” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supersedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule “C” are required, please contact [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca) immediately to request a revision.

**Insurance** – Article A10 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, the ministry does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

**Reporting** – Schedule “D” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular reporting must be completed within the Transfer Payment Ontario online platform.

**Cost Eligibility** – Schedule “E” sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to the Federal Approval Date set out in the Agreement are eligible for reimbursement. In order to qualify for payment, costs must be incurred and paid and must be submitted by March 31 of the year following the Funding Year in which they were incurred.

**Communications / Signage** – Schedule “G” outlines the communication requirements for the project. As noted in Schedule “G”, funding provided by both the provincial and federal government must be recognized in the format of project signage. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor. As per federal guidelines, signs should be installed 30-days before construction begins and stay in place until 30-days after construction is completed.



The draft design of Ontario Builds signage (for each of your respective capital projects, if applicable) must be approved by the Ontario government before they are created and installed. Please email your signage proofs as a PDF file to [MOI-Signs@ontario.ca](mailto:MOI-Signs@ontario.ca) for approval. Signage templates can be found at the following links:

- Federal: <https://www.infrastructure.gc.ca/alt-format/pdf/signage-panneaux/2018-10-25-Infrastructure-Project-Signage-Guidelines.pdf>
- Provincial: <https://www.ontario.ca/page/ontario-builds-templates>

Please note that not all projects will require a sign. For example, a sign may not be required because a project is of short duration (i.e. under seven days), represents a modest investment (i.e. less than \$100,000) or is located in a remote area where signage would not be visible to the public. If you believe one of these exemptions apply to your project(s), please let us know as soon as possible.

Should you have any questions regarding signage please contact [MOI-Signs@ontario.ca](mailto:MOI-Signs@ontario.ca)

**Aboriginal Consultation and Environmental Requirements and Assessments –** Schedule “I” outlines the Aboriginal Consultation requirements for the project. As noted in Schedule “I” any required Aboriginal Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until Canada and if applicable the Province have confirmed in writing that it is satisfied that all federal duty to consult and environmental assessment requirements outlined in Schedule A have been met. More details on Aboriginal Consultation Requirements are set further down in this document.

**Claims –** Please note that under the COVID Resilience Local Government Stream of the Investing in Canada Infrastructure Program (ICIP), the Province will contract with the approved funding recipient. Costs can be submitted for reimbursement once a transfer payment agreement (TPA) between the recipient and the Province has been entered into. Costs are eligible as of the date of federal approval, subject to any federal Environmental Assessment/Aboriginal Consultation requirements having been fulfilled.

As ICIP is a claims-reimbursement program, costs are eligible for reimbursement after they have been incurred and paid for by the recipient. The invoices submitted to the province for reimbursement must be addressed to the recipient.

**MINISTRY OF INFRASTRUCTURE, PROGRAM DELIVERY BRANCH**  
**July 2021**

Instructions on how to access claims in the Transfer Payment Ontario is attached for your convenience.

**IBA amendments** – On April 14, the federal government wrote to provinces and territories regarding a number of proposed changes to the COVID-19 Resilience Infrastructure program.

This included a 2-year program extension, a 2-year project start date extension and additional funding for new ventilation projects. The province is currently working with the federal government to determine the scope of these changes and next steps. More information will be provided once available. Preliminary information from the federal government can be found [here](#) for your consideration.

Any changes to project schedule could be considered after the IBA is revised. The cover letter provides more information on what to expect.

### **ABORIGINAL CONSULTATION REQUIREMENTS**

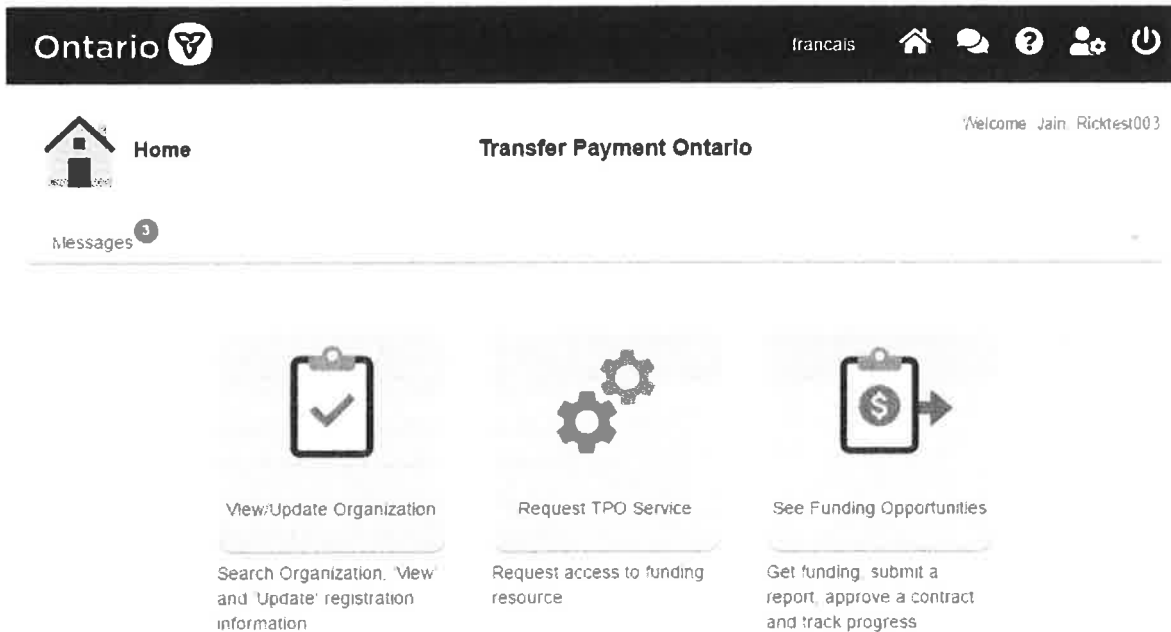
In consideration of the financial support for the Project, if notified by Canada or the Province, your community must engage and consult with Aboriginal Groups that may have a potential interest in the Project. The Province intends to rely on this consultation process as much as possible. As part of this process, your community must disclose that financial assistance for the project is being provided by Ontario. You must also provide the ICIP COVID Team at [ICIPCOVID@ontario.ca](mailto:ICIPCOVID@ontario.ca) with a summary of communications with Aboriginal Groups, including any issues or concerns that may be raised by any Aboriginal Group, and an indication of how your community has addressed or proposes to address those issues or concerns. This information may be provided in the form of the template consultation log and tracking chart provided by Canada (if applicable).

If in the future changes to the nature, scope, design or location of the Project are being considered, you must immediately notify the ICIP COVID Team so that the Province may determine whether the proposed change impacts the duty to consult. Your community must also cease all construction activities if at any time during construction archaeological resources are found; other impacts that could affect Aboriginal or treaty rights emerge; or you are contacted by any Aboriginal Group expressing concerns about the project and potential impacts on rights.

## TPON: How to Access Claim Reports

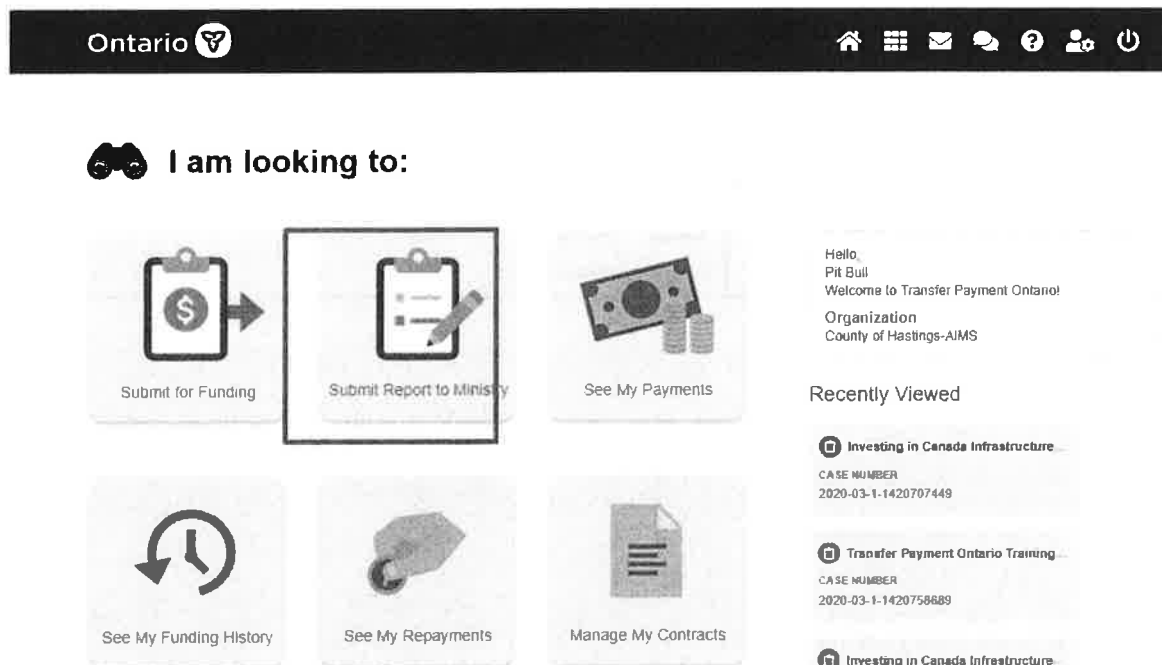
### **Step 1:**

Select "See Funding Opportunities"



### **Step 2:**

Select Submit Report to Ministry



Transfer Payment Ontario Client Care  
Help can be reached at: 416-325-6691 or 1-855-216-3090 / TPONCC@Ontario.ca  
Monday to Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time

Last Updated: June 2, 2021

Page 1 of 6

### Step 3:

Select "Report Back By Case", once the screen loads, highlight/select the case.

Ontario

**Submit Report to Ministry**

Outstanding Report Backs **Report Back By Case** All Report Backs

Cases Query

Case #	Program	Status
2019-05-1-1340796134	HFG Investment Plan (IP) 2019-20	Active
2019-12-1-1417460099	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2019-12-1-1417456160	Investing in Canada Infrastructure Program: Public Transit Stream	Active
<b>2019-12-1-1417769235</b>	<b>Investing in Canada Infrastructure Program: Public Transit Stream</b>	<b>Active</b>
2020-01-1-1418825449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-01-1-1419918240	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420655250	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420707449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420713000	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420715733	Investing in Canada Infrastructure Program: Public Transit Stream	Active

[First](#) [Previous](#) [Next](#) [Last](#)

### Step 4:

In the corresponding section below, you will have the report appear (based on active case status generating the report). To create a new Claim Report, users must select the "New" button.

Case #: 2019-12-1-1417769235 + New Query

Case #	Report Type	Due Date	Status	Report Period Start	Report Period End	Resubmission Required	Repo...
2019-12-1-1417769235	Progress Report	11/4/2019	Pending	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	

### Step 5:

A blank entry will be created, in the “Report Type” column, select the applet/magnifying glass icon.

The screenshot shows the Ontario Transfer Payment Client Care interface. At the top, there's a navigation bar with the Ontario logo and several icons. Below it, there are tabs for "Outstanding Report Backs", "Report Back By Case", and "All Report Backs". The "Report Back By Case" tab is selected.

Under the "Cases" section, there's a table with columns: Case #, Program, and Status. The table lists several cases, with the last one highlighted.

Case #	Program	Status
2019-05-1-1340796134	HFG Investment Plan (IP) 2019-20	Active
2019-12-1-1417460099	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2019-12-1-1417460160	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2019-12-1-1417769235	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-01-1-1418325449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-01-1-1419918240	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420552250	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420707449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420713000	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420715733	Investing in Canada Infrastructure Program: Public Transit Stream	Active

Below the table, there are navigation buttons: First, Previous, Next, Last.

Below the navigation buttons, there's a section for "Case #: 2019-12-1-1417769235". It has a "+ New" button and a "Query" button.

Case #	Report Type	Due Date	Status	Report Period Start	Report Period End	Resubmission Required	Report Overdue
2019-12-1-1417769235			Pending			N	
2019-12-1-1417769235	Progress Report	11/4/2019	Pending	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	

Below the table, there are navigation buttons: First, Previous, Next, Last.

A “Pick Report Back” pop-up will appear showing Claim Report under the “Report Type” column. Highlight and select OK.








The screenshot shows a "Pick Report Back" pop-up window. It has a search bar with "Query", "Report Type", and "Starting with" fields, and a "Find" button. Below the search bar, there's a table with columns: Report Type and Description. The "Claim Report" entry is highlighted. At the bottom, there are navigation buttons: First, Previous, Next, Last, and two buttons: OK and Cancel.

Report Type	Description
Claim Report	

### Step 6:

Save your entry by selecting the CTRL + S keys or clicking outside of the highlighted area. Once saved, the pink border will disappear.

Ontario



Outstanding Report Backs

Report Back By Case

All Report Backs

Cases

Query

Case #	Program	Status
2019-05-1-1340796134	HFG Investment Plan (IP) 2019-20	Active
2019-12-1-1417460099	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2019-12-1-1417460160	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2019-12-1-1417769235	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-01-1-1418825449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-01-1-1419918240	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420655250	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420707449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420713000	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420715733	Investing in Canada Infrastructure Program: Public Transit Stream	Active

First Previous Next Last

Case #: 2019-12-1-1417769235

New Query

Case #	Report Type	Due Date	Status	Report Period Start	Report Period End	Resubmission Required	Report Overdue
2019-12-1-1417769235	Claim Report	11/4/2019	Pending	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Progress Report	11/4/2019	Pending	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	

First Previous Next Last

## Step 7:

Hyperlink into the **Claim Report** by selecting it from the Report Type column

Outstanding Report Backs
Report Back By Case
All Report Backs

Cases

Case #	Program	Status
2019-12-1-1417769235	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-01-1-1413825449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-01-1-1419918240	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420655250	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420707449	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420713000	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420715733	Investing in Canada Infrastructure Program: Public Transit Stream	Active
2020-03-1-1420721264	Investing in Canada Infrastructure Program: Public Transit Stream	Active
AX2-HAS-HO-1-375234885	IAH-E Year - 2 Homeownership	Active
AX2-HAS-HO-1-377278770	IAH-E Year - 2 Homeownership	Active

First Previous Next Last

Case #: 2019-12-1-1417769235

+ New
Query

Case #	Report Type	Due Date	Status	Report Period Start	Report Period End	Resubmission Required	Report Overdue
2019-12-1-1417769235	Progress Report	11/4/2019	Pending	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Pending	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	
2019-12-1-1417769235	Claim Report	11/4/2019	Submitted	11/1/2019	11/1/2023	N	

First Previous Next Last












## Step 8:


Follow the instructions for the four-step process outlined below to submit your report.

Please ensure to submit both the completed Claim Report pdf file and the ICIP COVID Record of Invoices Template excel file.

Ontario




 We recommend using Adobe Acrobat Reader DC to fill out the PDF form. Please note, Adobe Pro is not compatible with our system. [Get Recommended Version](#) 



Submit Report to Ministry

Claim Report



Report Back Details

2

Complete Report Back

3

Attach Supporting Documents

4

Submit Report Back

Program

Investing in Canada Infrastructure Program  
Public Transit Stream

Case #

2019-12-1-1417769235

Type

Claim Report

Status

Pending

Description

Due Date

11/4/2019

Report Start Period

11/1/2019


Report End Period

11/1/2023


Step 1 - Report Back Details

Download Program Documentation

Below you will find a list of documentation related to this program. You are strongly encouraged to review all of this information prior to beginning your report. Click on the name of the document to download the file to your computer.

Document	Comments
	

Back Previous Next Close

 Problems downloading?

- Check that your browser's pop-up blocker is disabled before downloading the files.
- Check that you're using [Google Chrome](#) (version 75 or above) as your web browser.
- Opening the PDF download in your web browser may result in a blank web page or display a message advising you to upgrade or configure Adobe Reader. If this issue occurs, we recommend that you save the file locally and open using [Adobe Acrobat Reader DC](#).

Transfer Payment Ontario Client Care  
Help can be reached at: 416-325-6691 or 1-855-216-3090 / [TPONCC@Ontario.ca](mailto:TPONCC@Ontario.ca)  
Monday to Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time

Last Updated: June 2, 2021

Page 6 of 6

115

**The Corporation of the Township of  
The Archipelago  
Consolidated Financial Statements  
Year ended December 31, 2020**

	<b>Contents</b>
<b>Independent Auditor's Report</b>	<b>2 - 3</b>
<b>Consolidated Financial Statements</b>	
Statement of Financial Position	<b>4</b>
Statement of Operations and Accumulated Surplus	<b>5</b>
Statement of Change in Net Financial Assets	<b>6</b>
Statement of Cash Flows	<b>7</b>
Notes to the Financial Statements	<b>8 - 23</b>

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## Independent Auditor's Report

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To the Reeve and Councilors of The Corporation of the Township of The Archipelago

### Opinion

We have audited the consolidated financial statements of The Corporation of the Township of The Archipelago (the "Township"), which comprise the consolidated statement of financial position as at December 31, 2020, and the consolidated statement of operations and accumulated surplus, the consolidated statement of change in net financial assets and the consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the The Corporation of the Township of The Archipelago as at December 31, 2020, and its consolidated results of operations, its consolidated change in net financial assets, and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the Township in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Township's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Township or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Township's financial reporting process.

### Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Township's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Township to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Township to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Township's audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants

August 20, 2020  
Barrie, Ontario

**The Corporation of the Township of The Archipelago**  
**Consolidated Statement of Financial Position**

<b>December 31</b>	<b>2020</b>	<b>2019</b>
<b>Financial assets</b>		
Cash and cash equivalents (Note 2)	\$ 16,323,605	\$ 15,620,960
Taxes receivable	730,468	436,069
Accounts receivable	591,002	372,307
	<u>17,645,075</u>	<u>16,429,336</u>
<b>Liabilities</b>		
Accounts payable and accrued liabilities	1,103,031	880,607
Employee benefits plan liability (Note 4)	491,455	481,170
Deferred revenue and obligatory reserve funds (Note 5)	425,601	281,008
Net long-term debt (Note 6)	1,867,416	1,940,376
Solid waste closure and post-closure liabilities (Note 7)	73,863	113,123
	<u>3,961,366</u>	<u>3,696,284</u>
<b>Net financial assets</b>	<u>13,683,709</u>	<u>12,733,052</u>
<b>Non-financial assets</b>		
Tangible capital assets (Note 9)	34,586,038	33,693,691
Prepaid expenses and inventory	102,990	155,535
	<u>34,689,028</u>	<u>33,849,226</u>
<b>Accumulated surplus</b>	<u>\$ 48,372,737</u>	<u>\$ 46,582,278</u>
<b>Commitments (Note 11)</b>		

**The Corporation of the Township of The Archipelago**  
**Consolidated Statement of Operations and Accumulated Surplus**

<b>Year ended December 31</b>	<b>Budget 2020</b>	<b>2020</b>	<b>2019</b>
	<b>(Note 13)</b>		
<b>Revenue</b>			
Taxation (Note 10)	\$ 8,628,884	\$ 8,666,426	\$ 8,451,966
Government grants - Federal	-	3,862	150,133
Government grants - Provincial	1,621,512	1,958,394	2,340,923
User fees and service charges	134,872	191,503	167,006
Permits, licenses and fines	130,500	175,201	222,962
Investment income	300,500	182,750	346,539
Interest charges on arrears taxes receivable and tax sale proceeds	40,000	44,056	107,779
Income from other municipalities	182,035	167,830	126,026
Loss on disposal of tangible capital assets	-	(1,515)	-
Holiday Cove revenue	126,000	191,630	188,493
Miscellaneous revenue	6,905	152,629	27,276
	<b>11,171,208</b>	<b>11,732,766</b>	<b>12,129,103</b>
<b>Expenses</b>			
General government	2,713,198	2,277,112	1,948,263
Protection services	1,247,333	1,185,778	1,179,848
Transportation services	2,134,009	2,165,886	2,200,394
Solid waste services	1,227,766	1,295,442	1,271,843
Health services	716,905	786,564	690,876
Social and family services	1,247,471	1,247,470	1,256,162
Recreation and cultural services	625,389	633,241	652,203
Planning and development	396,250	350,814	351,731
	<b>10,308,321</b>	<b>9,942,307</b>	<b>9,551,320</b>
<b>Annual surplus</b>	<b>862,887</b>	<b>1,790,459</b>	<b>2,577,783</b>
<b>Accumulated surplus, beginning of year</b>	<b>46,582,278</b>	<b>46,582,278</b>	<b>44,004,495</b>
<b>Accumulated surplus, end of year</b>	<b>\$ 47,445,165</b>	<b>\$ 48,372,737</b>	<b>\$ 46,582,278</b>

**The Corporation of the Township of The Archipelago**  
**Consolidated Statement of Change in Net Financial Assets**

<b>Year ended December 31</b>	<b>Budget 2020 (Note 13)</b>	<b>2020</b>	<b>2019</b>
<b>Annual surplus</b>	<b>\$ 862,887</b>	<b>\$ 1,790,459</b>	<b>\$ 2,577,783</b>
Acquisition of tangible capital assets	(2,996,700)	(2,455,956)	(675,173)
Amortization of tangible capital assets	1,562,094	1,562,094	1,557,779
Loss on disposal of tangible capital assets	-	1,515	-
	<b>(571,719)</b>	<b>898,112</b>	<b>3,460,389</b>
Change in prepaid expenses and inventory	-	52,545	(39,470)
<b>Increase in net financial assets</b>	<b>(571,719)</b>	<b>950,657</b>	<b>3,420,919</b>
<b>Net financial assets, beginning of year</b>	<b>12,733,052</b>	<b>12,733,052</b>	<b>9,312,133</b>
<b>Net financial assets, end of year</b>	<b>\$ 12,161,333</b>	<b>\$ 13,683,709</b>	<b>\$ 12,733,052</b>

**The Corporation of the Township of The Archipelago**  
**Consolidated Statement of Cash Flows**

<b>Year ended December 31</b>	<b>2020</b>	<b>2019</b>
<b>Operating transactions</b>		
Annual surplus	\$ 1,790,459	\$ 2,577,783
Items not involving cash		
Amortization of tangible capital assets	1,562,094	1,557,779
Loss on disposal of tangible capital assets	1,515	-
Changes in non-cash operating balances		
Taxes receivable	(294,399)	64,998
Accounts receivable	(218,695)	(4,047)
Prepaid expenses and inventories of supplies	52,545	(39,470)
Accounts payable and accrued liabilities	222,424	(150,559)
Employee benefits plan liability	10,285	1,488
Deferred revenue and obligatory reserve funds	144,593	(17,048)
Solid waste closure and post-closure liabilities	(39,260)	9,646
	<u>3,231,561</u>	<u>4,000,570</u>
<b>Capital transactions</b>		
Acquisition of tangible capital assets	<u>(2,455,956)</u>	<u>(675,173)</u>
<b>Investing transactions</b>		
Proceeds on disposition (acquisition) of portfolio investments	<u>-</u>	<u>7,118,603</u>
<b>Financing transactions</b>		
Proceeds from issuance of long-term debt	-	442,000
Repayment of long-term debt	<u>(72,960)</u>	<u>(319,703)</u>
	<u>(72,960)</u>	<u>122,297</u>
<b>Increase in cash and cash equivalents</b>	<b>702,645</b>	<b>10,566,297</b>
<b>Cash and cash equivalents, beginning of year</b>	<b>15,620,960</b>	<b>5,054,663</b>
<b>Cash and cash equivalents, end of year</b>	<b>\$ 16,323,605</b>	<b>\$ 15,620,960</b>



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## The Corporation of the Township of The Archipelago

### Notes to the Consolidated Financial Statements

December 31, 2020

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#### 1. Summary of Significant Accounting Policies

<b>Nature of Business</b>	The Corporation of the Township of The Archipelago (the "Township") is a municipality in the Province of Ontario and operates under the provisions of the Community Charter. The Township provides municipal services such as fire, public works, planning, parks, recreation and other general government services.				
<b>Management's Responsibility</b>	The consolidated financial statements of the Township are the responsibility of management. They have been prepared in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada.				
<b>Basis of Consolidation</b>	<p>The consolidated financial statements reflect the assets, liabilities, revenue and expenses of all municipal organizations, committees and Boards which are owned or controlled by the Township which includes the following organizations:</p> <table><tr><td>Archipelago Area Planning Board</td><td>100%</td></tr><tr><td>Georgian Cliffs Memorial Park</td><td>100%</td></tr></table> <p>All inter-entity transactions and balances have been eliminated.</p>	Archipelago Area Planning Board	100%	Georgian Cliffs Memorial Park	100%
Archipelago Area Planning Board	100%				
Georgian Cliffs Memorial Park	100%				
<b>Basis of Accounting</b>	Sources of financing and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues in the period in which the transactions or events occurred that give rise to the revenues; expenses are recognized in the period the goods or services are acquired and a legal liability is incurred or transfers are due.				
<b>Non-financial assets</b>	Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.				
<b>Cash and Cash Equivalents</b>	Management considers all highly liquid investments with maturity of three months or less at acquisition to be cash equivalents.				
<b>Portfolio Investments</b>	Portfolio investments are recorded at cost unless there has been a decline in the market value which is other than temporary in nature in which case the investments are written down to market value.				

# The Corporation of the Township of The Archipelago

## Notes to the Consolidated Financial Statements

December 31, 2020

### 1. Summary of Significant Accounting Policies (continued)

#### **Tangible Capital Assets**

Tangible capital assets are recorded at cost less accumulated amortization. Cost includes all costs directly attributable to acquisition or construction of the tangible capital asset including transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Contributed tangible capital assets are recorded at fair value at the time of the donation, with a corresponding amount recorded as revenue. Amortization is recorded on a straight-line basis over the estimated life of the tangible capital asset commencing once the asset is available for productive use as follows:

Land improvements	15 to 50 years
Buildings	75 years
Building improvements	15 to 20 years
Vehicles and vessels	5 to 15 years
Linear assets	5 to 50 years
Machinery and equipment	10 to 15 years
Furniture and fixtures	5 to 10 years
Computer hardware and software	3 to 5 years

#### **Tangible Capital Assets Under Construction**

Tangible capital assets under construction are recorded at cost. When construction is completed the tangible capital asset under construction will be transferred to tangible capital assets and amortized based on its classification.

#### **Collection of Taxes on Behalf of Other Taxation Authorities**

The Township collects taxation revenue on behalf of the Near North District School Board. Such levies, other revenues, expenses, assets and liabilities with respect to the operations of this entity are not reflected in these financial statements.

#### **Pension Plan**

The Township is an employer member of the Ontario Municipal Employees Retirement System (OMERS), which is a multi-employer, defined benefit pension plan. The Board of Trustees, representing plan members and employers, is responsible for overseeing the management of the pension plan, including investment of the assets and administration of the benefits. The Township has adopted defined contribution plan accounting principles for this Plan because insufficient information is available to apply defined benefit plan accounting principles. The Township records as pension expense the amount paid to OMERS during the year plus any amounts owing to OMERS for the year ended.

#### **Deferred Revenue**

Funds received for specific purposes which are externally restricted by legislation, regulation or agreement and are not available for general municipal purposes are accounted for as deferred revenue on the consolidated statement of financial position. The revenue is recognized in the consolidated statement of operations in the year in which it is used for the specified purpose.

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## The Corporation of the Township of The Archipelago

### Notes to the Consolidated Financial Statements

December 31, 2020

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#### 1. Summary of Significant Accounting Policies (continued)

<b>Government Transfers</b>	Revenue is recognized when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when transfer stipulations give rise to a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.
<b>Revenue Recognition</b>	<p>Taxes are recorded at estimated amounts when they meet the definition of an asset, have been authorized and the taxable event occurs. For property taxes, the taxable event is the period for which the tax is levied. Taxes receivable are recognized net of an allowance for anticipated uncollectable amounts.</p> <p>User fees and service charges and other revenue are recognized on an accrual basis, when services have been rendered.</p>
<b>Solid Waste Landfills</b>	The estimated costs to close and maintain solid waste landfill sites are based on estimated future expenses in current dollars, discounted, adjusted for estimated inflation, and are charged to expense as the landfill site's capacity is used.
<b>Use of Estimates</b>	The preparation of consolidated financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The principal estimates used in the preparation of these financial statements include the useful life and valuation of tangible capital assets and significant accruals such as employee benefits plan, future liabilities for solid waste closure and post-closure. Actual results could differ from management's best estimates as additional information becomes available in the future.
<b>Non-pension Post Retirement Benefits</b>	<p>The Township accrues its obligations under employee benefit plans as the employees render the services necessary to earn employee future benefits.</p> <p>The Township has adopted the following valuation methods and assumptions:</p> <p>a) Actuarial cost method:</p> <p>Accrued benefit obligations are computed using the projected benefit method prorated on service, as defined in PSAB 3250. The objective under this method is to expense each member's benefit under the plan taking into consideration projections of benefit costs to and during retirement. Under this method an equal portion of total estimated future benefit is attributed to each year of service.</p>

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**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

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**1. Summary of Significant Accounting Policies (continued)**

**b) Funding policy:**

The non-pension post retirement benefits are funded on a pay-as-you-go basis. The Township funds on a cash basis as benefits are paid. No assets have been formally segregated and restricted to provide the non-pension post retirement benefits.

**c) Accounting policies:**

Actuarial gains and losses are amortized on a straight line basis over the expected average remaining service life ('EARS') of members expected to receive benefits under the plan, with amortization commencing in the period following the determination of the gain or loss. Obligations are attributed to the period beginning on the member's date of hire and ending on the earlier of the retirement and the full eligibility date. The Township's fiscal year-end is December 31 and this is the measurement date of the Township's obligation.

**Workplace Safety and  
Insurance Board**

The Township is a schedule 2 employer under the Workplace Safety and Insurance Board and as such the Township bears the cost of certain insurance and pension benefits awarded under the workplace safety and insurance legislation. No future obligations have been accrued in these consolidated financial statements as Township does not have a fire department or any ongoing issues and as such WSIB estimates their future liability as \$nil.

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# The Corporation of the Township of The Archipelago

## Notes to the Consolidated Financial Statements

**December 31, 2020**

### 2. Cash and Cash Equivalents

	2020	2019
Unrestricted cash	\$ 16,024,341	\$ 15,364,019
Restricted cash - obligatory reserve fund	73,057	72,207
Designated - reserve fund	134,965	101,250
Designated - cemetery	91,242	83,484
	<u>\$ 16,323,605</u>	<u>\$ 15,620,960</u>

The Township has an operating loan with TD Canada Trust. Interest is charged at a variable rate at the bank's prime rate minus 0.75%. The maximum authorized amount is \$2,000,000. The balance outstanding on this credit facility as of December 31, 2020 is \$NIL.

### 3. Pension Plan

The Township makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer pension plan. The plan is a defined benefit plan, which specifies the amount of the retirement benefit to be received by the employee based on length of service and rates of pay. OMERS provides pension services to over half a million active and retired members and approximately 1,000 employers. Each year an independent actuary determines the funding status of OMERS Primary Pension Plan (the Plan) by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. The most recent actuarial valuation of the Plan was conducted at December 31, 2020. The results of this valuation disclosed total actuarial liabilities of \$113,055 million in respect of benefits accrued for service with actuarial assets at that date of \$109,844 million indicating an actuarial deficit of \$3,211 million. Because OMERS is a multi-employer plan, any pension plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the Township does not recognize any share of the OMERS pension surplus or deficit. Contributions made by the Township to OMERS for the year were \$231,922 (2019 - \$202,269).

**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

**4. Employee Benefits Plan Liability**

	2020	2019
Accumulated post retirement benefits - accrued obligation	\$ 319,260	\$ 289,614
Unamortized net actuarial loss	(29,958)	(8,017)
	<u>289,302</u>	<u>281,597</u>
Vacation	202,153	199,573
	<u>\$ 491,455</u>	<u>\$ 481,170</u>

The post employment benefit expense is reported as a component of expenses on the statement of operations and accumulated surplus. The expense is comprised of the following:

	2020	2019
Current year benefit cost	\$ 15,870	\$ 17,674
Interest on accrued benefit obligation	8,855	9,614
Amortization on actuarial (gain) loss	(1,461)	1,404
Total expense related to post-employment benefits	<u>\$ 23,264</u>	<u>\$ 28,692</u>

The amount of post retirement benefits paid during the year were \$11,042 (2019 - \$11,858).

**Retirement Benefits**

Retirement Health Care Benefits

The Township provides dental and health care benefits to certain employee groups after retirement until the members reach 65 years of age. The benefit costs and liabilities related to this plan are based on an actuarial valuation prepared by an independent firm. The date of the last actuarial valuation was as of January 1, 2020.

The accrued benefit obligations for the Township's employee future benefit plans as at December 31, 2020 are based on actuarial valuations for accounting purposes as at January 1, 2020 and forecasted to December 31, 2022. These actuarial valuations were based on assumptions about future events. The economic assumptions used in these valuations are management's best estimates of expected rates as follows:

	2020	2019
Discount on accrued benefit obligations	2.00%	3.40%
Health care cost escalation - first year	5.37%	6.00%
- decreasing by 0.12% per annum to	4.75%	4.50%
Dental costs escalation	2.75%	2.75%

**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

**5. Deferred Revenue and Obligatory Reserve Funds**

	Opening balance	Contributions received	Externally restricted investment income	Revenue recognized	Ending balance
Federal gas tax	101,648	32,217	1,187	-	135,052
Recreational land	72,336	-	768	-	73,104
Total Obligatory	173,984	32,217	1,955	-	208,156
Other	16,075	200	-	(1,356)	14,919
EMS Station	37,333	-	-	(2,667)	34,666
Henvey Inlet Wind Project	17,670	50,443	-	-	68,113
OCIF	-	111,775	672	(12,700)	99,747
Main Street Revitalization	35,946	-	397	(36,343)	-
Total	281,008	194,635	3,024	(53,066)	\$ 425,601

Federal gas tax

Gas tax revenue is provided by the Government of Canada. The use of the funding is established by a funding agreement between the Township and the Province of Ontario. Gas tax funding may be used towards designated community energy, water, wastewater, solid waste and capacity building projects as specified in the funding agreements.

Recreational land

The parkland reserve funds have been set aside as required by provincial legislation which restricts how these funds may be used and, under certain circumstances, how these funds may be refunded.

Other

Certain donations have been externally restricted by contributors for projects that have not been completed. These have been deferred until the project is started.

EMS Station

The Township leases an EMS base to The Town of Parry Sound. The Town of Parry Sound paid an amount upfront to be amortized evenly over the 15 year lease term.

Henvey Inlet Wind Project

Annual contributions from the Henvey Inlet Wind Project are externally restricted for the establishment and funding of projects and initiatives that benefit residence or the Township as per the Community Benefit Agreement.

# The Corporation of the Township of The Archipelago

## Notes to the Consolidated Financial Statements

**December 31, 2020**

### 5. Deferred Revenue and Obligatory Reserve Funds (continued)

#### Ontario Community Infrastructure Fund (OCIF)

OCIF is externally restricted by the Ministry of Infrastructure and can only be used for eligible community infrastructure projects.

#### Main Street Revitalization

Main Street Revitalization Fund is externally restricted by The Association of Municipalities Ontario and can only be used for eligible projects to support revitalization activities within main street areas.

### 6. Net Long-term Debt

Net long-term debt reported on the statement of financial position is comprised of the following:

	2020	2019
Debt advance for Point au Baril Nursing Station; interest rate of 3.36%, blended semi-annual payments of \$31,361, maturing February 2039	\$ 858,947	\$ 891,974
Debt for Skerryvore Road; interest rate of 3.43%, blended monthly payments of \$37,777, maturing July 2038	1,008,469	1,048,402
	<u>\$ 1,867,416</u>	<u>\$ 1,940,376</u>

Principal repayments for the next five years and thereafter are as follows:

2021	\$ 75,461
2022	78,047
2023	80,722
2024	83,488
2025	86,350
Thereafter	1,463,348
	<u>\$ 1,867,416</u>

The gross interest included in expenditures relating to the above long-term debt was \$64,172 (2019 - \$65,234). The above long-term liabilities have been approved by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.



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## The Corporation of the Township of The Archipelago

### Notes to the Consolidated Financial Statements

December 31, 2020

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#### 7. Solid Waste Closure and Post-Closure Liabilities

Solid waste closure and post-closure care requirements have been defined in accordance with industry standards and include final covering and landscaping of the landfill, removal of ground water and leachates, and ongoing environmental monitoring, site inspection and maintenance. The present value of the Township's estimated future liability for this expense is recognized as the landfill site's capacity is used. The liability and annual expense is calculated based on the ratio of utilization to total capacity of the landfill site and the discounted estimated cash flows associated with closure and post-closure activities. The reported liability as at year end was \$73,863 (2019 - \$113,123) and reflects a discount rate of 3.40% (2019 - 3.40%).

The liability is based on estimates and assumptions related to events extending over the remaining life of the landfill. The landfill is expected to reach its capacity in 20 years and the estimated remaining capacity is 24,200 cubic metres which is 34% (2019 - 36%) of the site's total capacity. The total undiscounted estimated future expenditures for closure and post-closure care are \$112,613 (2019 - \$175,602) leaving an amount to be recognized of \$38,750 (2019 - \$62,479). The estimated length of time needed for post-closure care is 15 years.

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#### 8. Uncertainty due to COVID-19

The global pandemic, as a result of COVID-19, has disrupted economic activities and supply chains. As the impacts of COVID-19 continue, there could be further impact on the Township, its citizens, employees, suppliers and other third parties that could impact the timing and amounts realized on the Township's assets and future ability to deliver services and projects. Although the disruption from the virus is expected to be temporary, given the dynamic nature of these circumstances, the duration and the related financial impact cannot be reasonably estimated at this time. At this time, the full potential impact of COVID-19 on the Township is not known. The Township will continue to focus on collecting receivables, managing expenditures and leveraging existing reserves and available credit facilities to ensure it is able to continue providing essential services to its citizens.

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**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

**9. Tangible Capital Assets**

											<b>2020</b>
	Land	Land Improvements	Building	Building Improvements	Vehicles and Vessels	Linear Assets	Machinery and Equipment	Furniture and Fixtures	Computer Hardware and Software	Construction in Progress	Total
Cost, beginning of year	\$ 3,555,422	\$ 4,898,154	\$ 3,986,870	\$ 454,732	\$ 1,354,197	\$ 37,631,480	\$ 1,778,861	\$ 208,891	\$ 411,248	\$ 32,227	\$ 54,312,082
Additions		29,164	30,000	186,719	493,229	1,638,136	30,975	22,039	-	25,694	2,455,956
Disposals		-	-	-	(274,100)	-	-	-	-	-	(274,100)
Transfer of WIP		-	-	-	-	21,233	-	-	-	(21,233)	-
Cost, end of year	\$ 3,555,422	\$ 4,927,318	\$ 4,016,870	\$ 641,451	\$ 1,573,326	\$ 39,290,849	\$ 1,809,836	\$ 230,930	\$ 411,248	\$ 36,688	\$ 56,493,938
Accumulated amortization, beginning of year	\$ -	\$ 1,035,629	\$ 871,634	\$ 241,296	\$ 995,456	\$ 15,490,467	\$ 1,454,675	\$ 166,316	\$ 362,918	\$ -	\$ 20,618,391
Amortization	-	121,968	53,992	23,837	126,875	1,120,525	75,932	10,755	28,210	-	1,562,094
Disposals	-	-	-	-	(272,585)	-	-	-	-	-	(272,585)
Accumulated amortization, end of year	\$ -	\$ 1,157,597	\$ 925,626	\$ 265,133	\$ 849,746	\$ 16,610,992	\$ 1,530,607	\$ 177,071	\$ 391,128	\$ -	\$ 21,907,900
Net carrying amount, end of year	\$ 3,555,422	\$ 3,769,721	\$ 3,091,244	\$ 376,318	\$ 723,580	\$ 22,679,857	\$ 279,229	\$ 53,859	\$ 20,120	\$ 36,688	\$ 34,586,038

**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

**9. Tangible Capital Assets (continued)**

											2019
	Land	Land Improvements	Buildings	Building Improvements	Vehicles and Vessels	Linear Assets	Machinery and Equipment	Furniture and Fixtures	Computer Hardware and Software	Construction in Progress	Total
Cost, beginning of year	\$ 3,555,422	\$ 4,748,760	\$ 3,042,100	\$ 454,732	\$ 1,354,197	\$ 37,151,095	\$ 1,665,172	\$ 193,561	\$ 385,997	\$ 1,085,873	\$ 53,636,909
Additions		140,520	-	-	-	226,549	-	15,330	22,722	270,052	675,173
Transfer of WIP	-	8,874	944,770	-	-	253,836	113,689	-	2,529	(1,323,698)	-
Cost, end of year	\$ 3,555,422	\$ 4,898,154	\$ 3,986,870	\$ 454,732	\$ 1,354,197	\$ 37,631,480	\$ 1,778,861	\$ 208,891	\$ 411,248	\$ 32,227	\$ 54,312,082
Accumulated amortization, beginning of year	\$ -	\$ 915,600	\$ 803,524	\$ 221,188	\$ 894,717	\$ 14,421,447	\$ 1,319,594	\$ 153,715	\$ 330,825	\$ -	\$ 19,060,612
Amortization		120,029	68,108	20,108	100,739	1,069,020	135,081	12,601	32,093	-	1,557,779
Accumulated amortization, end of year	\$ -	\$ 1,035,629	\$ 871,634	\$ 241,296	\$ 995,456	\$ 15,490,467	\$ 1,454,675	\$ 166,316	\$ 362,918	\$ -	\$ 20,618,391
Net carrying amount, end of year	\$ 3,555,422	\$ 3,862,525	\$ 3,115,236	\$ 213,436	\$ 358,741	\$ 22,141,013	\$ 324,186	\$ 42,575	\$ 48,330	\$ 32,227	\$ 33,693,691

The net book value of tangible capital assets not being amortized because they are under construction (or development or have been removed from service) is \$36,688 (2019 - \$32,227).

**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

**10. Taxation**

	Budget 2020 (Note 13)	2020	2019
Property taxes	\$ 11,863,505	\$ 11,910,752	\$ 11,792,763
Payments to school board	(3,234,621)	(3,244,326)	(3,340,797)
Available for general municipal purposes	<u>\$ 8,628,884</u>	<u>\$ 8,666,426</u>	<u>\$ 8,451,966</u>

**11. Commitments**

The Township has two agreements with the Township of Seguin Fire Department for fire protection services.

Crane Lake Area: the term of the agreement is five years expiring December 31, 2024. The total cost is based on number of properties and approximates \$52,000 per year.

Blackstone Lake Area: the term of the agreement is five years expiring March 31, 2022. The total cost is based on number of properties and approximates \$30,000 per year.

The Township has an agreement with the Parry Sound Public Library Board for library services. The term of the agreement is two years expiring December 31, 2022 and the cost is \$31,820 per year.

The Township has an agreement with SJB Construction Inc. for the lease of office space. The term of the agreement is approximately four years expiring December 31, 2024 and the cost is \$24,000 per year.

**12. Contributions to Unconsolidated Joint Boards**

The following contributions were made to these joint boards:

	2020	2019
North Bay Parry Sound Health Unit	\$ 25,539	\$ 26,453
District of Parry Sound Social Services Administration Board	914,178	921,823
District of Parry Sound (West) Belvedere Heights		
Home for the Aged	333,292	334,339

The Township is contingently liable for its share of any accumulated deficits as at the end of the year for these boards. As of our reporting date, the 2020 audited financial statements indicate that the boards have a surplus.

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**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

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**13. Budget**

The Financial Plan (Budget) By-Law adopted by Council on April 23, 2020 was not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Public Sector Accounting Standards require a full accrual basis. The budget figures anticipated use of surpluses accumulated in previous years to reduce current year expenditures in excess of current year revenues to \$NIL. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. As a result, the budget figures presented in the consolidated statements of operations and change in net financial assets represent the Financial Plan adopted by Council on April 23, 2020 with adjustments as follows:

	<u>2020</u>
Financial Plan (Budget) Bylaw surplus for the year	\$ -
Add:	
Capital expenditures	2,996,700
Budgeted transfers to accumulated surplus	-
Less:	
Budgeted transfers from accumulated surplus	(571,719)
Amortization	<u>(1,562,094)</u>
Budget surplus per statement of operations	<u>\$ 862,887</u>

**14. Segmented Information**

The Township is a diversified municipal government institution that provides a wide range of services to its citizens such as police, fire and water and roads. Distinguishable functional segments have been separately disclosed in the segmented information. The nature of the segments and the activities they encompass are as follows:

**General Government**

This item is related to the revenues and expenses that relate to the operations of the Township itself and cannot be directly attributed to a specific segment. As well, bio forest, water quality, fish management and environmental issues are included in this segment.

**Protection to Persons and Property**

Protection is comprised of fire prevention, building inspections, by-law enforcement and police. The township does not have a fire department, however it has negotiated contracts with other municipalities for limited vehicle/vessel rescues in certain areas. Forest fires not including structural fires is by agreement with the Ministry of Natural Resources. Fire prevention and education programs are delivered by the Township. The Township pays a levy for the Ontario Provincial Police.

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**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

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**14. Segmented Information (continued)**

**Transportation**

Transportation is responsible for maintaining and upgrading roads in the Township.

**Solid Waste**

Solid waste services consists of providing waste disposal to citizens.

**Health**

Health services are comprised of public health unit which works to improve the overall health of the population and overcome health inequalities by providing services to individuals and communities. Health services also oversee the care and maintenance of the cemetery.

**Social and Family Services**

Social service provides services that help the less fortunate in society. Social housing is provided to help shelter families and elderly in need.

**Recreation and Culture**

Recreational programs and cultural programs like seniors' walking group, pickleball, euchre, church etc. are provided at the community centre. The Township provides dock facilities including a marina for its residents. Also, the Municipality provides library services through a contract with the Parry Sound Public Library Board to assist with its citizens' informational needs.

**Planning and Development**

This department provides a number of services including severances, zonings and review of all property development plans through its application process.

The accounting policies of the segments are the same as those described in the summary of significant accounting policies. In measuring and reporting segment revenue from transactions with other segments, inter-segment transfers are measured on the basis of cost. Amounts that are directly attributable to a number of segments have been allocated on a reasonable basis as follows:

Taxation, fees and user charges

allocated to those segments that are funded by these amounts based on the net surplus for the year

Grants

based on nature of grant

**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

**14. Segmented Information (continued)**

For the year ended December 31	General government	Protection to persons and property	Transportation	Solid waste	Health	Social and family services	Recreation and culture	Planning and development	2020 Total
<b>Revenue</b>									
Taxation	\$ 2,048,411	\$ 973,847	\$ 1,963,538	\$ 1,105,992	\$ 671,089	\$ 1,247,470	\$ 411,073	\$ 245,006	\$ 8,666,426
Government grants - Federal	-	-	3,862	-	-	-	-	-	3,862
Government grants - Provincial	1,606,164	39,416	65,066	135,908	67,911	-	26,574	17,355	1,958,394
User fees and service charges	16,522	-	2,501	53,542	41,755	-	358	76,825	191,503
Permits, licenses and fines	1,834	172,917	450	-	-	-	-	-	175,201
Investment income	181,379	-	-	-	905	-	-	466	182,750
Interest charges and tax sale proceeds	43,305	598	153	-	-	-	-	-	44,056
Income from other municipalities	167,830	-	-	-	-	-	-	-	167,830
Loss on disposal of tangible capital assets	-	-	(1,515)	-	-	-	-	-	(1,515)
Holiday Cove revenue	-	-	-	-	-	-	191,630	-	191,630
Miscellaneous revenue	5,050	-	131,831	-	2,842	-	3,606	9,300	152,629
	4,070,495	1,186,778	2,165,886	1,295,442	784,502	1,247,470	633,241	348,952	11,732,766
<b>Expenses</b>									
Salaries and benefits	1,326,323	326,936	572,674	743,360	3,110	-	197,650	308,865	3,478,918
Supplies and services	709,651	142,056	303,476	476,995	22,249	-	159,515	41,949	1,855,891
Interest	-	-	34,937	-	29,235	-	-	-	64,172
Fee and contract services	168,045	706,152	-	14,446	718,282	1,247,470	126,837	-	2,981,232
Amortization	73,093	10,634	1,254,799	60,641	13,688	-	149,239	-	1,562,094
	2,277,112	1,185,778	2,165,886	1,295,442	786,564	1,247,470	633,241	350,814	9,942,307
<b>Net surplus</b>	\$ 1,793,383	\$ 1,000	\$ -	\$ -	\$ (2,062)	\$ -	\$ -	\$ (1,862)	\$ 1,790,459

**The Corporation of the Township of The Archipelago**  
**Notes to the Consolidated Financial Statements**

**December 31, 2020**

**14. Segmented Information (continued)**

For the year ended December 31	General government	Protection to persons and property	Transportation	Solid waste	Health	Social and family services	Recreation and culture	Planning and development	2019 Total
<b>Revenue</b>									
Taxation	\$ 1,582,314	\$ 968,274	\$ 2,195,328	\$ 1,115,450	\$ 642,930	\$ 1,256,162	\$ 438,794	\$ 252,714	\$ 8,451,966
Government grants - Federal	150,133	-	-	-	-	-	-	-	150,133
Government grants - Provincial	2,192,221	-	-	116,275	-	-	15,072	17,355	2,340,923
User fees and service charges	13,873	-	104	40,118	41,755	-	10	71,146	167,006
Permits, licenses and fines	10,892	211,320	750	-	-	-	-	-	222,962
Investment income	343,453	-	-	-	1,770	-	-	1,316	346,539
Interest charges and tax sale proceeds	107,134	254	-	-	-	-	391	-	107,779
Income from other municipalities	126,026	-	-	-	-	-	-	-	126,026
Holiday Cove revenue	-	-	-	-	-	-	188,493	-	188,493
Miscellaneous revenue	-	-	4,212	-	4,421	-	9,443	9,200	27,276
	<u>4,526,046</u>	<u>1,179,848</u>	<u>2,200,394</u>	<u>1,271,843</u>	<u>690,876</u>	<u>1,256,162</u>	<u>652,203</u>	<u>351,731</u>	<u>12,129,103</u>
<b>Expenses</b>									
Salaries and benefits	1,099,783	293,473	594,543	623,971	495	-	173,474	285,989	3,071,728
Supplies and services	591,493	152,425	379,423	511,961	7,272	-	188,418	65,742	1,896,734
Interest	-	-	48,881	-	16,354	-	-	-	65,235
Fee and contract services	182,948	723,001	-	14,277	637,797	1,256,162	145,659	-	2,959,844
Amortization	74,039	10,949	1,177,547	121,634	28,958	-	144,652	-	1,557,779
	<u>1,948,263</u>	<u>1,179,848</u>	<u>2,200,394</u>	<u>1,271,843</u>	<u>690,876</u>	<u>1,256,162</u>	<u>652,203</u>	<u>351,731</u>	<u>9,551,320</u>
<b>Net surplus</b>	<u>\$ 2,577,783</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>2,577,783</u>





THE CORPORATION OF THE TOWN OF PARRY SOUND  
RESOLUTION IN COUNCIL

NO. 2021 – 090

DIVISION LIST

YES NO

DATE: July 6, 2021

Councillor **V. BACKMAN**  
Councillor **P. BORNEMAN**  
Councillor **R. BURDEN**  
Councillor **B. HORNE**  
Councillor **B. KEITH**  
Councillor **D. McCANN**  
Mayor **J. McGARVEY**

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MOVED BY:

SECONDDED BY:

CARRIED: ☒ DEFEATED: ☐ Postponed to: \_\_\_\_\_

Whereas, the Government of Ontario in its budget of April 11, 2019, initiated a Public Health Modernization process which included a change in municipal cost-sharing from 25% of mandatory public health programs covered by municipalities to 30% of almost all public health programs based on 2018 third quarter spending levels; and

Whereas, on August 21, 2020, the Ministry of Health (Ministry) announced that provincial mitigation funding would be provided to offset the increase to municipal cost-sharing for 2020 and 2021; and

Whereas the COVID-19 pandemic, which started in early 2020, has further affected municipalities' ability to pay levy increases, has stalled modernization processes, increased the cost-of-living, and affected the health and well-being of the public, and more specifically, public health clients and staff;

Therefore, be it Resolved, that the Town of Parry Sound supports the North Bay Parry Sound District Health Units call per letter and resolution attached, to return to the 2018 cost-sharing formulas at 25% - 75%, with 100% provincially funded program; and

Furthermore, be it Resolved that the Town of Parry Sound supports mitigation funding continue for 2022 to eliminate the additional financial burden of a 42-50% levy increase to the 31 member municipalities of the North Bay Parry Sound District Health Unit, if it is not possible to return to the 2018 cost-sharing formula with 100% provincially funded programs; and

Furthermore, be it Resolved, that the Town of Parry Sound requests the 2022 public health funding include increases to reflect cost-of-living increases, public health program changes related to ongoing COVID-19 response, and funding to assist with program and community recovery efforts; and

Furthermore, be it Resolved, that the Town of Parry Sound requests a base funding increase to fund an Associate Medical Officer of Health to support the Medical Officer of Health with the continual demands of 24/7 on call coverage that have been highlighted throughout the COVID-19 pandemic; and

Furthermore, be it Resolved, that the Town of Parry Sound sends a copy of this resolution to the Minister of Health, MPP Norm Miller, North Bay Parry Sound District Health Unit, and member municipalities within the said Health Unit.



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Mayor Jamie McGarvey

June 24, 2021

The Honourable Christine Elliott  
Minister of Health  
Ministry of Health  
777 Bay Street  
College Park 5<sup>th</sup> Floor  
Toronto, ON M7A 2J3

Dear Minister Elliott:

**RE: Public Health Funding for 2022**

At the recent meeting of the Board of Health for the North Bay Parry Sound District Health Unit (Health Unit), public health funding for 2022 was discussed. In follow up to direction provided by the Board of Health, this correspondence is being forwarded to bring attention to some urgent issues related to 2022 public health funding. The Board of Health resolution from the June 23 meeting is attached. (Appendix A).

The background behind this discussion began in April 2019 with the introduction of the provincial Public Health Modernization initiative, along with a change to the funding formula to 30% municipal / 70% provincial cost-sharing for almost all public health programming. At that time, it was communicated that there was to be a phased in approach to the funding formula while the Modernization process took place.

With the need for the Public Health Modernization process to be put on hold to address and respond to the COVID-19 pandemic, the Province announced in August 2020 that mitigation funding would be provided for 2020 and 2021 to help relieve over-burdened municipalities. Without continuation of this mitigation funding, the Health Unit's 31 member municipalities will suffer an increase in their 2022 municipal levies of 50.5%.

The Board of Health has been informed by our municipalities, many of whom have a small population base, that levy increases are not manageable, particularly at this significant of an increase.

The cost-sharing formula is only one piece of the public health funding issue for 2022. Health units have had only one base funding increase in the past five years; however, wage and benefit

increases and general increases to operating costs due to inflation continue.

The COVID-19 pandemic has taught us that a robust, prepared public health system is more important than ever. Without a base funding increase, public health's capacity will be diminished, with even harder choices having to be made regarding where we can assist in building healthier and sustainable communities. A base funding increase for 2022 is necessary in order to maintain public health at status quo.

Additionally, there are new pressures on public health as a result of the COVID-19 pandemic that will require funding if public health is to participate fully in the health recovery of the citizens of Ontario.

Some examples of health recovery that will be required post-pandemic include, but are not limited to the following:

1. **Mental wellness:** Families and youth have undergone a considerable level of stress in the past two years. Public health needs to be at the table to assist with bringing together health, education and other partners to reach a consolidated plan forward to improve family resiliency and outlook.
2. **Harm Reduction – Youth and Opioid:** There are many community drug strategies. Public health can provide more capacity to these important and much needed community strategies by assisting partners with leadership, evaluation support, population health data, research, and best practice to ensure that initiatives have the best possible outcomes.
3. **Backlogged Services:** Backlogs within the Health Unit's critical clinics and community programming has occurred due staff redeployment to COVID-19 immunization clinics, call centres, and case and contact management. Staff deployment to the COVID-19 pandemic response has meant:
  - i. Increased wait lists for oral health services, especially preventative care and school-based programs
  - ii. Sexual health clinic clients are presenting with more complex issues due to COVID-19 lockdowns/stay-at-home orders, fear of attending clinic appointments during the pandemic, and extended wait times for appointments
  - iii. School-based vaccine programs have not operated since the fall of 2019, leaving many age cohorts under vaccinated
  - iv. Smoking cessation clinics have longer than usual wait lists because clinics were suspended during lockdowns, and because staff were deployed to address prioritized COVID-19 activities

Of other consideration are the ongoing costs directly related to COVID-19. We know that COVID-19 will be managed by public health moving forward, but how that will look is still being formulated

and negotiated at the provincial level. However, some things we know will continue into 2022 are as follows:

- Case and contact management and outbreak management for COVID-19;
- Infection prevention and control (IPAC) guidance and support in long-term care homes, retirement homes, and other congregate settings;
- Provision of accurate information for the public, businesses, and municipalities as rules, regulations, and guidelines change to address situations until such time that things normalize;
- There will be added costs for doing regular business, such as:
  - Personal protective equipment (PPE)
  - Additional cleaning and disinfecting between clients, impacting the number of clients that can be seen per day, and increase use of cleaning supplies;
- It is a requirement that there be 24-hour per day / 7 days per week medical officer of health coverage; the pandemic has made it abundantly clear that an Associate Medical Officer of Health is necessary to sustain this required coverage, particularly during a long crisis period, such as the COVID-19 pandemic, or for any other major public health emergency; and
- There will likely be outstanding COVID-19-related court/enforcement issues continuing into 2022.

Both 2020 and 2021 have been extremely difficult on staff. The burden of continued wait lists can be an added stressor on staff diligently working to get through these wait lists to address the needs of our vulnerable populations who are often in crisis situations. Recruitment of qualified professionals, whether staff or management, has been affected by the Public Health Modernization, and this continues to be a challenge.

Over the next few years, we believe we will continue to see retention and recruitment challenges along with burnout and stress effects throughout the Health Unit. People cannot work at current pressure levels on a continual basis without ramifications. A **healthy workplace** will require additional personnel in order to get caught up on work that has been paused.

Without additional support from the province, program prioritization will need to take place. In these times, deciding which programs/services not to return to will be difficult as the need for public health assistance is all around us.

As a final point, we would like to emphasize the urgency of establishing funding expectations for 2022. This is not a good time for public health to reduce its participation in recovery plans due to lack of capacity. We need to plan now for 2022, and while we understand and appreciate the burden on the Province and the Ministry of Health in responding to the COVID-19 pandemic, we are respectfully requesting assistance by setting public health funding expectations as soon as possible.

We look forward to discussing with you the ways Public Health Units can work with the Province to bring better health and well-being to all of the citizens of Ontario.

Sincerely yours,



James Chirico, H.BSc., M.D., F.R.C.P. (C), MPH  
Medical Officer of Health/Executive Officer



Nancy Jacko  
Chairperson, Board of Health

/sb

**Enclosure (1)**

**Copy to: Premier Doug Ford**

Hon. Helen Angus, Deputy Minister of Health  
Chief Medical Officer of Health  
Elizabeth Walker, Director, Public Health Accountability and Liaison Branch  
Collen Kiel, Director, Public Health Strategy and Planning Branch  
Vic Fedeli, MPP, Nipissing  
Norm Miller, MPP, Parry Sound-Muskoka  
John Vanthof, MPP, Timiskaming-Cochrane  
Ontario Boards of Health  
Member Municipalities (31)  
Association of Municipalities Ontario (AMO)  
Hon. Steve Clark, Minister of Municipal Affairs and Housing





## NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT BOARD OF HEALTH

### RESOLUTION

**DATE:** June 23, 2021

**MOVED BY:** Jamie McGarvey

**RESOLUTION:** #BOH/2021/06/04

**SECONDED BY:** Gary Guenther

**Whereas**, the Government of Ontario in its budget of April 11, 2019, initiated a Public Health Modernization process which included a change in municipal cost-sharing from 25% of mandatory public health programs covered by municipalities to 30% of almost all public health programs based on 2018 third quarter spending levels; and

**Whereas**, on August 21, 2020, the Ministry of Health (Ministry) announced that provincial mitigation funding would be provided to offset the increase to municipal cost-sharing for 2020 and 2021; and

**Whereas**, the COVID-19 pandemic, which started in early 2020, has further affected municipalities' ability to pay levy increases, it has stalled modernization processes, increased the cost-of-living, and affected the health and well-being of the public, and more specifically, public health clients and staff.

**Therefore Be It Resolved**, that the Board of Health for the North Bay Parry Sound District Health Unit supports returning to the 2018 cost-sharing formulas at 25%/75%, with 100% provincially funded programs; and

**Furthermore Be It Resolved**, that the Board of Health supports mitigation funding continue for 2022 to eliminate the additional financial burden of a 42-50% levy increase to the Health Unit's 31 member municipalities if it is not possible to return to the 2018 cost-sharing formula with 100% provincially funded programs; and

**Furthermore Be It Resolved**, that the Board of Health requests the 2022 public health funding include increases to reflect, cost-of-living increases, public health program changes related to ongoing COVID-19 response, and funding to assist with program and community recovery efforts; and

**Furthermore Be It Resolved**, that the Board of Health requests a base funding increase to fund an Associate Medical Officer of Health to support the Medical Officer of Health with the continual demands of 24/7 on call coverage that have been highlighted throughout the COVID-19 pandemic; and

**Furthermore Be It Resolved**, that the Board of Health instructs the Medical Officer of Health and Senior Management to write a letter to the Minister of Health detailing the financial and organizational pressures on public health, including outlining the urgency for establishing the funding levels for 2022 to assist public health and community budget planning.

**CARRIED:** ☒ **AMENDED:** ☐ **DEFEATED:** ☐ **CHAIRPERSON:** McGarvey

Page 1 of 2

**CONFLICT OF INTEREST DECLARED AND SEAT(S) VACATED:**

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

**RECORDED VOTE FOR CIRCULATION: Yes / No (Please circle one)**

Name:	For:	Against:	Abstain:	Name:	For:	Against:	Abstain:
Dean Backer	✓			Jamie McGarvey	✓		
Dave Butti	✓			Scott Robertson	✓		
Blair Flowers	✓			Dan Roveda	✓		
Gary Guenther	✓			Marianne Stickland	✓		
Nancy Jacko	✓			Tanya Vrebosch	absent		
Stuart Kidd	✓						