

AGENDA

SPECIAL MEETING OF COUNCIL



Thursday, September 9, 2021
4:00 p.m.
Via Zoom Meeting
9 James Street, Parry Sound, Ontario

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

1. CALL TO ORDER

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

2. DISCLOSURE OF PECUNIARY INTEREST

3. MINUTES OF THE PREVIOUS MEETING

4. DEPUTATIONS

5. CLOSED MEETING

- 21- NOW THEREFORE BE IT RESOLVED** that Council move into a CLOSED MEETING at _____ a.m./p.m., pursuant to Section 239(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.

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
12. REPORT OF TASK FORCES/COMMITTEES
13. CORRESPONDENCE
14. OTHER BUSINESS

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

Pages: 9-10

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

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

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

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

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

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

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

21- **NOW THEREFORE BE IT RESOLVED** that Council hereby appoint _____ as a member of the Joint Municipal Service Board and _____ as an alternate member of the Joint Municipal Service Board.

15. **BY-LAWS**

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

Pages: 1-10

21- Being a By-law to authorize the execution of a West Parry Sound Recreation and Cultural Centre Joint Municipal Services Board Agreement for the purpose of acting as an agent on behalf of the Municipalities, in the constructing, maintaining, and operating of the West Parry Sound Recreation and Cultural Centre

16. **QUESTION TIME**

17. **NOTICES OF MOTION**

18. **CONFIRMING BY-LAW**

21- Being a By-law to Confirm the Proceedings of the Special Meeting of Council held on September 9, 2021.

19. **ADJOURNMENT**

The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO

By-Law No. 2021 –

Being a By-law to authorize the execution of a West Parry Sound Recreation and Cultural Centre Joint Municipal Services Board Agreement for the purpose of acting as an agent on behalf of the Municipalities, in the constructing, maintaining, and operating of the West Parry Sound Recreation and Cultural Centre

WHEREAS it is deemed expedient to enter into a West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement between the participating West Parry Sound Area Municipalities for the purpose of acting as an agent on behalf of the Municipalities, in the constructing, maintaining, and operating of the West Parry Sound Recreation and Cultural Centre;

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 Council of the Corporation of the Township of The Archipelago hereby authorize and direct the Reeve and the Clerk to execute, under the Seal of the Corporation, the West Parry Sound Recreation and Cultural Centre Joint Municipal Service Board Agreement;
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 9th day of **September, 2021**.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Weaver, Clerk

DRAFT

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

BETWEEN:

The Corporation of the Township of the Archipelago

and

The Corporation of the Township of Carling

and

The Corporation of the Municipality of McDougall

and

Corporation of the Township of McKellar

and

The Corporation of the Town of Parry Sound

and

The Corporation of the Township of Seguin

(collectively referred to herein as "Municipalities")

WHEREAS sections 196 of the Municipal Act, 2001, ("Act") grants the power to establish a municipal service board;

AND WHEREAS section 197 of the Act states that a municipal service board is a body corporate unless the municipality provides otherwise, and further that a municipal service board is an agent of the municipality, and further that a municipal service board is a local board of the municipality for all purposes;

AND WHEREAS section 198 of the Act provides that a municipality may give a municipal service board the control and management of such services and activities of the municipality as the municipality considers appropriate and shall do so by delegating the powers and duties of the municipality to the board in accordance with this Act;

AND WHEREAS section 202 of the Act provides that two or more municipalities may enter into agreements to establish a joint municipal service board and to provide for those matters which,

in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board, and further that the provisions of the Act that apply to municipal service boards also apply with necessary modifications to joint municipal service boards;

AND WHEREAS a partnership of various municipalities of West Parry Sound and the Shawanaga First Nation and the Wasauksing First Nation communities submitted a joint application under Investing in Canada Infrastructure Program (ICIP) for a West Parry Sound Area Recreation and Culture Centre;

AND WHEREAS the Municipalities have committed financial resources towards the establishment and operation of the West Parry Sound Area Recreation and Culture Centre and are granted voting member status as described herein;

AND WHEREAS the Shawanaga First Nation and Wasauksing First Nation are not financial partners towards the establishment and operation of the West Parry Sound Area Recreation and Culture Centre and are granted non-voting participant status as described herein;

AND WHEREAS the Municipalities now wish to enter into an agreement for the purposes described above;

NOW THEREFORE, IN CONSIDERATION of the terms and conditions herein:

Joint Municipal Services Board

1. A joint municipal services board ("Board") is hereby established by the Municipalities, for the purpose of acting as an agent on behalf of the Municipalities, in the constructing, maintaining, and operating the West Parry Sound Recreation and Cultural Center ("Centre") and confirm that the Board is a body corporate and a local board of the Municipalities.

- (a) The council of each Municipality may appoint one member of council as a voting Member (collectively "Members") to the Board.
- (b) The council of each Municipality may appoint an alternative council member, who in the absence of the Member, is entitled to attend meetings of the Board and vote.
- (c) Members on the Board will have no fixed term of appointment, and will serve at the pleasure of their respective municipal council, but appointments shall not exceed the term of Municipal Council.
- (d) Members will not receive any remuneration, other than for expenses. This does not prevent a member who is also a member of a municipal council or other board from receiving remuneration as a councillor or board member.

- (e) Members have weighted votes. The Board will make decisions by a weighted majority vote, unless specified otherwise in this Agreement. In calculating whether a vote has been carried, only the votes of those present and voting shall be considered according to the following:
- i. The vote of the Members of the Town of Parry Sound and the Township of Seguin each has a weight of three (3);
 - ii. The vote of the Municipality of McDougall has a weight of two (2);
 - iii. The vote of all other Members has a weight of one (1)
- (f) The councils of the Shawanaga First Nation and the Wasauksing First Nation may each appoint one member of their council to the Board as a non-voting participant.
- (g) The Chair and Vice-Chair of the Board may be elected for up to 2 years from amongst the Members. Voting for the positions of Chair and Vice-Chair of the Board will take place at the final meeting of the applicable calendar year with the Chair and Vice-Chair taking office effective January 1 of the following applicable year.

OR

- Alternatively, the Board may choose to elect a resident of one of the Municipalities or First Nations as a non-political, non-voting Chair and/or Vice-Chair who is not a Member of any Council. The term of this Chair and/or Vice-Chair may vary in length as determined by the Board from time to time and may extend across electoral terms of Municipal Councils in an effort to provide continuity.
- (h) In the absence of the Chair, the Vice-Chair shall act as the Chair of the Board.
- (i) Regular meetings of the Board will be held at a time and place as determined by the Board. Special meetings may be held, as requested by a majority of the Members, or at the call of the Chair. A minimum of five (5) working days notice shall be provided, unless the meeting has been called on an emergency basis.
- (j) A quorum of the Board is a simple majority of Members.
- (k) Members to the Board shall act in the best interest of the Centre as a whole and shall operate in a prudent financial manner.
- (l) The Board shall pass a procedure by-law for governing the calling, place and proceedings of meetings as required by section 238 of the Act and all meetings shall be open to the public, or as otherwise provided for in section 239 of the Act.

Delegated Authority

2. The Board has full authority and necessary powers to manage the construction, operation and maintenance of the Centre including:

- (a) initiating the design and construction of the Centre;
- (b) obtaining approvals;
- (c) issuing requests for proposals and contracting for services;
- (d) entering into agreements with individuals, corporations and other levels of government, including but not limited to, the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream;
- (e) fundraising and obtaining sponsorships;
- (f) acquiring ownership and/or leasehold interest in property;
- (g) operating bank accounts and other transactions;
- (h) receiving funding from upper levels of government;
- (i) approving the annual Operating and Capital Budget;
- (j) setting public user fees; and
- (k) executing conveyances of any surplus property.

3. The Board is authorized to add capital improvements (i.e. new projects) to the Centre from time to time up to a limit of \$350,000 per budget year, as adjusted by the annual building construction price index (BCPI) for Ontario. The \$350,000 plus BCPI limit has reference only to the cost to be funded by the Municipalities and does not include any other source of funds acquired by the Board such as government grants, fundraising, or sponsorships.

4. Agreements and conveyances entered into by the Board shall be executed by the Chair and one (1) other Member, or as otherwise directed by the Board. The proceeds of the disposition of any surplus property will be used for the Centre, unless otherwise determined by the Board.

Effective Date

5. The Municipalities and First Nations may appoint Members to the Board prior to the execution of this Agreement, and the Board may make administrative arrangements so that it is able to commence functioning on the effective date of this Agreement.

Insurance Coverage

6. The Board shall maintain sufficient insurance coverage at all times throughout the construction and operation periods of the Centre.

Administering Body

7. The Board may appoint one or more Municipalities, individuals or other agencies, as the Administering Body that, subject to any operating agreement between the Board and an Operating Agent, will be responsible for any or all of the administrative functions for the operation of the Centre on behalf of the Board. The Administering Body may execute agreements on behalf of the Board that are within its authority under this section. Operating Agent means anyone with whom the Board enters into an operating agreement, from time to time. The administrative functions that may be delegated include:
- a. keeping books, records and accounts;
 - b. liaison with the Operating Agent;
 - c. negotiating agreements with the Operating Agent, individuals, or other persons, subject to the approval of the Board;
 - d. preparing capital and operating budgets;
 - e. preparing user fees;
 - f. billing and receiving payments from Municipalities;
 - g. making payments to the Operating Agent, other individuals, or persons;
 - h. making payments on any debt and other financing payments;
 - i. raising capital financing;
 - j. preparing and keeping minutes of Board meetings, circulating in a timely manner the minutes to the Members, and making the minutes available to the public;
 - k. holding reserve funds;
 - l. operating bank accounts;
 - m. making day-to-day operation and maintenance decisions and implementing or providing for the implementation of those decisions, where they are not being implemented by the Operating Agent, up to a maximum value of \$5,000, or any other value as determined by the Board from time to time; and,
 - n. such other functions that are determined by the Board.
8. The Board or the Administering Body may charge interest at prime (as charged by the bank used by the Board or Administering Body) plus 2.5% on outstanding amounts past due if amounts due to them are not paid when due.
9. The records of the Board and the Administering Body with respect to the Centre shall be audited on a regular basis. Municipalities and their auditors will have access to administrative and financial records related to the Centre upon request.

Annual Budgets & Capital Reserve Fund

10. Each year the Board shall prepare an Operating Budget, a Capital Budget, and public user fees on or before November 15th of the year preceding the year for which the Budget or user fees are prepared.
11. Operating Budgets shall include both direct and indirect costs normally associated with operating and maintaining the Centre, including routine and minor replacement parts,

and the costs incurred in administering the Centre. Operating costs will exclude those items agreed by the Board to be capital.

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~~11.~~

~~13.12.~~ The Capital Budget shall project capital replacement and rehabilitation expenditures for the upcoming ten (10) year period which shall be determined by an asset management plan prepared within two (2) years of this Agreement coming into effect to address future capital requirements for the Centre over a ten (10) year period. The asset management plan should be updated from time to time as determined necessary by the Board or as legislated.

~~14.13.~~ The Board shall have no authority to borrow funds, save and except in the event that an urgent replacement or rehabilitation expenditure has to be made during the course of the year that is not provided for in the Capital Budget. In this event, the Board may arrange for one or more Municipalities to finance the expenditure (and not from any other source) and shall provide in the Board's future budgets for the repayment of such financing in one or more subsequent years, to the extent that it is not provided for in the Capital Reserve Fund.

~~15.14.~~ A Capital Reserve Fund shall be held by the Board for the purpose of ensuring that sufficient funds are deposited annually and held to properly maintain the Centre according to the asset management plan.

Annual Municipal Payments

~~16.15.~~ The Municipalities shall share the burden of the annual contributions to the operating budget and the capital budget (including contributions to the capital reserve as determined by the asset management plan) according to the following percentages:

i. Archipelago	11.4
ii. Carling	9.2
iii. McDougall	16.2
iv. McKellar	9.3
v. Parry Sound	25.3
vi. Seguin	22.5
vii. ¹Whitestone	----- 6.1
viii. Total	100.0

¹ The Municipality of Whitestone agreed to contribute to the capital cost of the project the amount of \$250,000, as a one-time contribution, and agreed to contribute annually towards any operating deficit of the facility to a maximum amount of \$18,316, commencing in the first year of the facility's operation and continuing for ten (10) years thereafter, with the maximum amount to be increased annually by the consumer price index, and subject to other conditions as outlined in Resolution No.2021-109. The other Municipalities will proportionately fund any shortfall.

~~17.16.~~ These percentages were calculated using the formula in Schedule "A". These percentages shall be recalculated at least every 10 years using updated data and the percentage of annual contributions shall be adjusted among the Municipalities accordingly.

~~18.17.~~ The Board will deliver to each Municipality a statement twice yearly based on the approved budgets. The Municipalities shall make payments to the Board in accordance with the statement.

Dispute Mechanism

~~19.18.~~ Where a dispute arises between a Municipality(s) and the Board, the Municipality may pass a Resolution outlining the nature of the dispute and request the Board hold a special meeting to consider the matter in dispute. Upon receiving such request, the Board shall hold a special meeting within 45 days to consider the dispute.

~~20.19.~~ The Board has authority to settle all disputes put forward by a Municipality(s) save and except for matters concerning the authority granted under this Agreement and/or the interpretation of the terms of this Agreement. Where the Board has held a special meeting to consider a dispute concerning an authority or interpretation matter, and the disputing Municipality remains unsatisfied, the Municipality may refer the matter to arbitration.

~~21.20.~~ A dispute may be referred to arbitration pursuant to the provisions of the Arbitration Act, 1991, as amended, and in accordance with the following unless otherwise agreed to by the parties to the arbitration:

- a. reference to arbitration shall be to a single Arbitrator who shall be selected by agreement of all of the parties to the arbitration and failing such agreement shall be selected by agreement between counsel for each of the parties to the arbitration;
- b. the Arbitrator shall have the power to award interim and interlocutory injunctions and other equitable relief;
- c. the Arbitrator shall make its determination in writing within four calendar months of being appointed;
- d. the Arbitrator shall have the power to award the costs of the Arbitrator's services and related costs against either party, however, each party will bear the costs of their own counsel and witness fees; and

- e. either party may appeal the award of the Arbitrator to the Ontario Superior Court of Justice, only on a question of law, with leave of the court. No appeal lies on a question of fact or of mixed law and fact.

Amendments to this Agreement

22-21. Any term in this Agreement may be changed upon a two-thirds vote of the Municipalities, save and except where another municipality wishes to join the Board and enter into this Agreement, or where a municipality wishes to withdraw from the Board and this Agreement, in which case all Municipalities to this Agreement must give their consent.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf as of the ___ day of September, 2021.

The Corporation of the Township of the Archipelago

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 Name: _____
 Title: _____

By: _____
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The Corporation of the Township of Carling

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The Corporation of the Municipality of McDougall

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Corporation of the Township of McKellar

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By: _____
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The Corporation of the Town of Parry Sound

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The Corporation of the Township of Seguin

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