

# **REVISED AGENDA**

## **COMMITTEE OF THE WHOLE**



**Thursday, September 16<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)**

**9:15 a.m. ENVIRONMENT (O)**

- 1. Georgian Bay Mnidoo Gamii Biosphere – Partnership Renewal**

Pages: 34-42

**9:30 a.m. FINANCE AND ADMINISTRATION (O)(C)**

- 1. 2022 Schedule of Meetings**

Page: 1

- 2. Vacancy on Agencies/Committees/Boards**

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

Page: 2

- 3. Great Neighbour Guidelines Document**

Pages: 3-6

- 4. WPSGN Imagery Acquisition**

Pages: 7-28

Classification: Closed (C) - Closed to the Public      Open (O) - Open to the Public

**Please note, the timing of matters listed above are approximate and the order in which they are discussed is subject to change.**

**5. Closed Meeting**

**NOW THEREFORE BE IT RESOLVED** that the Finance and Administration Committee move into a CLOSED MEETING at \_\_\_\_\_ a.m./p.m., pursuant to Section 239(a) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with security of the property of the municipality or local board.

**i) Security of Municipal Property**

**6. Open Meeting**

**NOW THEREFORE BE IT RESOLVED** that the Finance and Administration Committee move out of a CLOSED MEETING at \_\_\_\_\_ a.m./p.m.

**7. Legal Update**



**8. Connectivity Committee Update**

**10:45 a.m. PLANNING AND BUILDING (O)(C)**

**1. Building Permit Summary**

Pages: 29-33

**2. Closed Meeting**

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

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

**3. Open Meeting**

**NOW THEREFORE BE IT RESOLVED** that the Planning and Building Committee move out of a CLOSED MEETING at \_\_\_\_\_ a.m./p.m.



**4. Shore Road Allowance Applications – Ministry of Natural Resources and Forestry**

Classification: Closed (C) - Closed to the Public Open (O) - Open to the Public

**Please note, the timing of matters listed above are approximate and the order in which they are discussed is subject to change.**

**11:30 a.m. PUBLIC WORKS (O)**

**1. Operational Services Update**

Pages: 43-48

**2. Blue Box Transition Information Update Report**

Pages: 49-61

**3. Application for Ontario Trillium Foundation, Community Building Fund – Capital Stream funding to contract a roof over the Pointe au Baril Rink and, funds permitting, replace the rink boards, lighting, watering system and seating area.**

Pages: 62-63

**12:30 p.m. LUNCH**

## 2022 Council Meeting Schedule

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

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



# **Township of The Archipelago**

## **Information Report to Council**

Report No.: Corp Services-2021-10

Date: September 2, 2021

Originator: Joe Villeneuve and Alana Torresan

Subject: **Great Neighbour Guidelines Document**

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### **BACKGROUND**

To help inform/educate individuals – residents and visitors – to some preferred neighbourly best practices, the Great Neighbours Guidelines document was created to introduce or serve as a reminder about behaviours and etiquette commonly preferred in the Archipelago.

In effort to align activities with the mission and vision of The Township of The Archipelago, it has become apparent that communication and education is fundamental. It is not uncommon for first time cottage owners or visitors to be unfamiliar with the values and behaviour that are closely associated with the Archipelago lifestyle. By educating and encouraging residents and visitors to practice environmental stewardship, safe habits, and 'great neighbour' principles, it is believed that harmonious relationships within the community will improve and grow.

The concept of this document was inspired by the Muskoka Lakes Association's (MLA) Good Neighbour Code and the Township of Muskoka Lakes' Code of Conduct document.

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### **NEXT STEPS/OPTIONS**

Following the presentation of the document to Council:

- The document will be professionally printed for distribution. Physical copies of the document will be included in the upcoming 'New Resident Welcome Package'. Printed version of the document will also be available for distribution for Township related events, such as ratepayer association AGMs.
- The document will be posted in PDF format on the Township website for residents to print at their own convenience.
- The document will be promoted through Township e-newsletter and social media platforms.
- The document will be used heavily in our bylaw enforcement program.

## **CONCLUSION**

Staff are committed to ensuring property owners have the necessary tools to communicate and educate their families and visitors on great neighbour values within The Township of The Archipelago.

The creation of the Great Neighbours Guidelines document is in response to the call to ensure the Archipelago remains a vibrant and safe community for the enjoyment of everyone.

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Submitted By:



Joe Villeneuve  
Manager of Corporate Services



Alana Torresan,  
Executive Assistant

I concur with this report and recommendation:



John B. Fior  
Chief Administrative Officer

Encl: Township of The Archipelago Great Neighbour Guidelines





**I WILL ...**

- ✓ Remember that all noise, including music and barking dogs, easily carries great distances across the water and has the potential to disturb others.
- ✓ Let my neighbours know of planned gatherings that may interrupt their enjoyment of the home/cottage.
- ✓ Ensure that my boat wakes are appropriate to the distance from shore and speeds are reduced in narrow areas so that no wake is produced,
- ✓ Preserve natural vegetative growth along my shoreline to reduce erosion and preserve water quality.
- ✓ Keep my septic system in good working order to help preserve water quality
- ✓ Manage my garbage in a responsible fashion using animal proof containers and ensure that garbage is properly sorted when utilizing municipal transfer stations
- ✓ Use environmentally friendly products and follow best practices when transporting non-native materials to my property
- ✓ Respect, maintain and improve the natural environment and surrounding wildlife in effort to sustain the life and spirit of Georgian Bay and inland lakes
- ✓ Keep outdoor illumination to a minimum, avoid placing spot lights where they are highly visible from other properties, and turn lights off whenever possible
- ✓ Ensure that all boat operators at my property possess a valid boating license and understand and abide by applicable boating regulations in the area
- ✓ Obey all applicable municipal fire regulations and be mindful of fire bans, firework by-laws, smoke drift, and fire ratings in my area
- ✓ Ensure my family and visitors are informed about the Township of The Archipelago's Great Neighbours Guidelines and all other bylaws. →
- ✓ **BE A GREAT NEIGHBOUR**





# GOOD NEIGHBOUR CODE

Cottaging is a great way to share time with family and friends and your waterfront is where it all starts. Whether you're an owner, family member or guest here is the **MLA's RECOMMENDED GOOD NEIGHBOUR CODE** to help keep your shoreline in harmony.

# I WILL

- Remember that all noise, including casual conversation and barking dogs, carries significantly as it travels over the water surface.
- Not inflict my taste in music on my neighbours.
- Do my best to let my neighbours sleep in (a bit) by delaying use of power tools until after 9am.
- Let my neighbours know of pending tranquility interruptions such as a party. Perhaps I may invite them.
- Share the waterfront by limiting oversized inflatables and watercraft operations close to shore (water skier dock drops excepted).
- Reduce my wattage and unnecessary outdoor lighting so that we can see the stars and make night boating safe.
- Maintain my shoreline vegetation to reduce erosion and preserve water quality.
- Minimize my near shore wake to maintain natural habitat and avoid damage to my neighbours' watercraft and property by observing the 9k speed limit.
- Keep my septic system in good working order to help preserve water quality.
- Obey fire bans, including fireworks, and obtain necessary permits for daytime burning to prevent wildfires.
- Manage my garbage in a responsible fashion using animal proof containers.
- Install a blue warning light and "Danger Open Water" sign when using a bubbler.
- Opt for boat exhaust systems and settings that minimize noise pollution.
- Ensure that everyone in our family who drives a boat is qualified to do so and possesses a valid boating license.
- Not bathe in the water with soapy products because this contributes to poor water quality.

DISCLAIMER: These are probably behaviours that you and your cottage family members are already aware of and adhere to, however, it would not hurt to put them on your fridge!

**FOR MORE DETAIL ON THESE TOPICS CHECK OUT [WWW.MLA.ON.CA/MLACODE](http://WWW.MLA.ON.CA/MLACODE)**

# **The Township of The Archipelago**

## **Recommendation Report to Council**

**Report No.:** Corp Services-2021-11

**Date:** September 9, 2021

**Originator:** J Villeneuve, Manager of Corporate Services

**Subject:** Imagery Acquisition 2021 – Agreement with the Province (MNRF)

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### **RECOMMENDATION**

That Council direct staff to execute a Participant Agreement between Her Majesty the Queen, in Right of Ontario as represented by the Minister of Natural Resources and Forestry to acquire aerial imagery products from the 2021 imagery collection initiative.

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### **BACKGROUND / HISTORY**

The Township of The Archipelago together with many other municipalities and organizations in Ontario have benefited from the use of the aerial imagery collected through the Ontario Imagery Strategy led by the MNRF. Over a period of 5 years sections of the province are repeatedly flown and have imagery products produced. The coordinated collection of imagery projects acquired through the Ontario Imagery Strategy delivers value and financial savings by all partners participating in the program.

The township has previously participated in imagery products collected through the Province in the years of 2008, 2011, 2013, 2016, 2018.

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### **ANALYSIS/OPTIONS**

This project is an excellent example of cooperation and cost sharing between the Archipelago Township, the area municipalities, the Province and other agencies. The combined pressure of small budgets has resulted in the creation of imagery collaboratives cooperating to share the cost of collecting and maintain the data required. This imagery has been provided to staff at the Township office as well as the area municipalities within the West Parry Sound Geography Network partnership and to the general public through the WPSGN Web Mapping Application.\_\_\_\_

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## **FINANCIAL IMPLICATIONS**

The Township of The Archipelago is the organization entering into the Participation Agreement with the Province. Being the administrating entity of the West Parry Sound Geography Network (WPSGN) the Archipelago has previously acquired datasets on behalf of the neighbouring municipalities that are members of the WPSGN on a cost recovery basis.

The amount of imagery acquired under our participation agreement is 4,283 tiles (each being a square kilometer). The total cost is \$20, 277.88 which will be invoiced to the township.

The Archipelago's tile count portion is only 600 (\$4.74ea) for a total of \$2,844. The township will invoice the relevant WPSGN members for the difference.

The monies for this project have been allocated within the operating budget.

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## **CONCLUSION**

The importance of the Ontario Imagery Strategy for delivering a value and financial savings has been previous recognized by Archipelago's Council via Resolution 15-109. The 2021 product would be the sixth product the township has acquired through this provincial initiative.

This project supports a core dataset and service used by the township and disseminated through the West Parry Sound Geography Network initiative.

It is recommended that Council authorize staff to execute the participation agreement for the 2021 imagery products with the Province.

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Respectfully Submitted,



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**Joe Villeneuve**

Manager of Corporate Services

Enc. Participation Agreement – 2021 COOP Imagery Project  
ToA Resolution #15-109



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

**Resolution No. 015-109**

**Moved by Councillor Zanussi**

**Seconded by Councillor Williams**

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**RE: ONTARIO IMAGERY STRATEGY  
SUPPORT FOR COUNTY OF PETERBOROUGH RES. No. 162-2015**

**WHEREAS** the Township of The Archipelago has realized value from 2008, 2011, and 2013 aerial imagery projects collected under the leadership of Land Information Ontario (LIO), a program of the Ministry of Natural Resources and Forestry (MNR);

**NOW THEREFORE BE IT RESOLVED** that the Council for the Township of The Archipelago supports Resolution No. 162-2015, passed by the County of Peterborough, to request the Premier of Ontario, The Minister of Natural Resources and Forestry – Corporate Management and Information Division – to maintain and continue the current imagery update cycle and renew the Imagery Strategy beyond 2017.

**Regular Meeting of  
Council  
July 17th, 2015  
Carried**

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Reeve Peter Ketchum

## **Pb Agreement**

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

### **BETWEEN:**

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

(hereinafter referred to as the "Ministry")

### **AND:**

**The Corporation of the Township of The Archipelago**

(referred to as the "Participant")

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

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

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

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

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

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

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

**NOW THEREFORE** the Ministry and Participant agree as follows:

## **ARTICLE 1 – DEFINITIONS**

### **1.1 Defined Terms**

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

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

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

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

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

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

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

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

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

**“GIS”** means “geographic information system”;



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

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

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

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

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

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

**Ministry Representative:**

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

**Primary Contact for the Ministry:**

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

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

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

**Participant’s Representative:**

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

**Primary Contact for the Participant:**

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

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

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

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

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

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

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

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

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

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

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

**"Supplier"** means Aeroquest Mapcon Inc.;

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

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

## **ARTICLE 2 - THE MINISTRY'S ROLES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

### **ARTICLE 3 – THE PARTICIPANT'S ROLES AND RESPONSIBILITIES**

**3.1** The Participant shall:

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

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

#### **ARTICLE 4 – THE LICENCE**

##### **4.1 Ministry's Warrantees**

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

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

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



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



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

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

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

## **ARTICLE 5 – LIMITATION OF LIABILITY, ETC.**

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

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

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

## **ARTICLE 6 – TERM AND TERMINATION**

### **6.1 Term**

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

### **6.2 Termination for Cause**

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

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

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

### **6.3 Termination for Convenience**

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

### **6.4 Termination by Ministry**

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

### **6.5 Termination of Licence**

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

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

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

## **ARTICLE 7 – General**

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

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

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

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

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

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

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

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Name: Larissa Mathewson-Brake  
Title: Director, Mapping and Information Resources Branch

**The Corporation of the Township of The Archipelago**

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Signature  
Name: John Fior  
Title: **Chief Administrative Officer**  
I/we have authority to bind the Participant



## SCHEDULE 1 – LICENSED PRODUCTS

### Licensed Products/Deliverables – Subset

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

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

Coordinate system(s): UTM 17\_NAD83CSRS\_CGVD2013\_CGG2013\_meters

#### 1. Project Level Data

##### a. Flight\_Lines

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

##### b. Metadata

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

##### c. COOP2021\_Participant\_Tile\_Index

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

#### 2. COOP2021\_20cm\_8BIT\_Orthophotography

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

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

##### b. GEOTIFF

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



### **SCHEDULE 3 – LIST OF PARTICIPANTS**

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

#### **Sector/Organizations**

##### **Municipal Associations/Planning Boards**

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

##### **Municipal**

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

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

#### **Non-Government Organizations/Agencies/Commissions (2)**

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

- Town of Englehart

#### **Federal**

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

#### **First Nations**

- Waabnoong Bemjiwang Association of First Nations - Tribal Council

#### **Conservation Authorities/NGO's**

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

#### **Private Sector**

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

**Permit Comparison Summary**

Issued For Period AUG 1,2021 To AUG 31,2021

Name	Type	Number	Property
MATTS, DAVID	-SEWAGE CLASS 4	2021-0196	184 SOUTH SHORE RD
LIMITED, 1314606 ONTARIO	-RENOVATION	2021-0198	5 A468 ISLAND
GUNDRY, ARTHUR PAUL	-SLEEPING CABIN	2021-0199	14 A60 ISLAND
BIRTHELMER, ALBERT	-DEMOLITION	2021-0200	34 STEWART-KING RD
BIRTHELMER, ALBERT	-HOUSE	2021-0201	34 STEWART-KING RD
WHIFFEN, GREGORY	-SEWAGE CLASS 4	2021-0197	45 THREE LEGGED LAKE
HURLEY, DANIEL JAMES	-SEWAGE CLASS 4	2021-0202	1726 GEORGIAN BAY
TIMMIS, JENNIFER	-SLEEPING CABIN	2021-0203	1 B92 ISLAND
SCHELLE, SIEGRIED	-SEWAGE CLASS 4	2021-0204	
LAURINDO, JOHN	-SEWAGE CLASS 4	2021-0205	438 HEALEY LAKE
HARRIS, ROSALIE	-SEWAGE CLASS 4	2021-0206	119 HEALEY LAKE
NICOL, DAVID	-SEWAGE CLASS 4	2021-0207	377 HEALEY LAKE
ALCOCK, STEPHEN MICHAEL	-SEWAGE CLASS 4	2021-0208	1 A926 ISLAND
HOMBURGER, MICHAEL	-RENOVATION	2021-0209	1 B704 ISLAND
Plumb Brian	-SEWAGE CLASS 4	2021-0210	
THEMER H & MONTPELLIER E	-SEWAGE CLASS 4	2021-0211	
ELLENZWEIG, JONATHAN	-DECK	2021-0212	1 B90 ISLAND
RESURGAM INVESTMENT CORPORATION	-SEASONAL DWELLING	2021-0213	1 B853 ISLAND
RESURGAM INVESTMENT CORPORATION	-DOCK	2021-0214	1 B853 ISLAND
TUPONE-DUNKLEY, NATASHA	-SEWAGE CLASS 4	2021-0215	HARRISON ISLAND 21A PCL
SIMPSON, DOUGLAS	-SEWAGE CLASS 4	2021-0216	48 B717 ISLAND
HANSEN YOUNGER, INGRID	-SEASONAL DWELLING	2021-0217	55 TAMARACK DR
LAURSEN, SUSAN	-DECK	2021-0218	183 NORTH SHORE RD
WILDEMAN, ANNE	-SEASONAL DWELLING	2021-0219	CONGER PLAN 42M563 LOT 2 PCL
TAFTS, DAVID MICHAEL	-SLEEPING CABIN	2021-0220	1060 GEORGIAN BAY
MASCIANTONIO, ANGELO	-SEASONAL DWELLING	2021-0221	118 BLUE HERON TRAIL
MASCIANTONIO, ANGELO	-SEWAGE CLASS 4	2021-0222	118 BLUE HERON TRAIL
BULLOCK, SUSAN ELIZABETH	-SEASONAL DWELLING	2021-0223	110 PENN RD
THOMSON, MARY DAWN	-RENOVATION	2021-0224	1 A204 ISLAND
HILL, BARBARA	-RENOVATION	2021-0225	1 A310 ISLAND
HILL, BARBARA	-RENOVATION	2021-0226	1 A310 ISLAND
O'REILLY, SUSAN	-SEWAGE CLASS 4	2021-0227	1 B328 ISLAND
O'REILLY, SUSAN	-DEMOLITION	2021-0228	1 B328 ISLAND
O'REILLY, SUSAN	-SEASONAL DWELLING	2021-0229	1 B328 ISLAND
O'REILLY, SUSAN	-SLEEPING CABIN	2021-0230	1 B328 ISLAND
O'REILLY, SUSAN	-BOATHOUSE	2021-0231	1 B328 ISLAND
O'REILLY, SUSAN	-DOCK	2021-0232	1 B328 ISLAND
GREENWOOD, ANNE	-SEWAGE CLASS 4	2021-0233	200 NAISCOOT LAKE
KITZMANN, ANDREAS GERNOT	-SLEEPING CABIN	2021-0234	473 GEORGIAN BAY WATE
KITZMANN, ANDREAS GERNOT	-SEWAGE CLASS 2	2021-0235	473 GEORGIAN BAY WATE
KREPS, WILLIAM	-SEWAGE CLASS 4	2021-0236	328 HEALEY LAKE
MUSSON, ANDREW R	-SEWAGE CLASS 4	2021-0237	182 HEALEY LAKE
NADERER, JOHN VICTOR	-SEWAGE CLASS 4	2021-0238	185 HEALEY LAKE
KING, JOHN	-SEWAGE CLASS 4	2021-0239	84 PENN ROAD



**Permit Comparison Summary**

Issued For Period AUG 1,2021 To AUG 31,2021

GOEMANS, ANDRIANUS	-SEWAGE CLASS 4	2021-0240	44 PAYNES RD
HEINO, SHARLENE	-SEWAGE CLASS 4	2021-0241	412 GEORGIAN BAY
OGIG CORPORATION	-SEWAGE CLASS 4	2021-0242	

**Permit Comparison Summary**

Issued For Period AUG 1,2021 To AUG 31,2021

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
-BOATHOUSE	1	1,210.00	110,000.00	1	1,100.00	100,000.00
-DECK	3	381.00	29,400.00	2	803.00	73,000.00
-DEMOLITION	2	100.00	0.00	2	100.00	0.00
-DOCK	4	200.00	86,800.00	2	380.00	50,000.00
-GARAGE/STORAGE BUILDING	3	1,349.00	122,850.00	0	0.00	0.00
-HOUSE	0	0.00	0.00	1	7,700.00	700,000.00
-LIVING ADDITION	2	1,324.00	120,400.00	0	0.00	0.00
-RENOVATION	2	3,795.00	345,000.00	5	5,665.00	515,000.00
-SEASONAL DWELLING	2	4,735.00	430,500.00	6	19,980.00	1,816,450.00
-SEWAGE CLASS 2	0	0.00	0.00	1	175.00	5,000.00
-SEWAGE CLASS 4	8	4,000.00	155,000.00	22	10,750.00	435,000.00
-SLEEPING CABIN	4	1,659.00	150,960.00	5	5,967.00	542,500.00

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	31	47
Total Dwelling Units Created	2	3
Total Permit Value	1,550,910.00	4,236,950.00
Total Permit Fees	18,753.00	52,620.00
Total Compliance Letters Issued	11	4

## BUILDING PERMIT SUMMARY (comparison 2020 to 2021)

### 2020

Month	Total No.	Value	Fees	Permit Area (Sq. Feet)
JAN	4	75,800.00	493.00	516
FEB	5	107,800.00	497.00	500
MAR	6	1,520,500.00	17,179.00	7,533
APR	2	0.00	100.00	2,205
MAY	31	1,609,435.00	18,775.00	11,474
JUN	45	2,878,990.00	34,353.00	21,165
JUL	25	1,509,925.00	17,832.00	12,136
AUG	31	1,550,910.00	18,753.00	11,899
SEP				
OCT				
NOV				
DEC				
<b>TOTALS</b>	<b>149</b>	<b>\$9,253,360.00</b>	<b>\$107,982.00</b>	<b>67,428</b>

### 2021

Month	Total No.	Value	Fees	Permit Area (Sq. Feet)
JAN	20	1,569,940.00	17,196.00	10,561
FEB	9	84,500.00	979.00	3,442
MAR	24	1,547,330.00	17,065.00	12,387
APR	22	855,000.00	11,085.00	11,037
MAY	34	3,968,000.00	46,522.00	12,348
JUN	49	4,127,550.00	49,212.00	20,880
JUL	37	3,836,630.00	46,398.00	16,423
AUG	47	4,236,950.00	52,620.00	8,417
SEP				
OCT				
NOV				
DEC				
<b>TOTALS</b>	<b>242</b>	<b>\$20,225,900.00</b>	<b>\$241,077.00</b>	<b>95,495</b>

### 10 Year Building Permit Comparison

Inspectors	Year	Total Number	Construction Value	Permit Fees	Permit Area (Sqft)
2	2020	217	\$14,485,336	\$170,470	97,798
2	2019	229	\$17,583,215	\$206,557	111,251
2	2018	243	\$13,384,210	\$158,586	97,049
2	2017	253	\$12,079,625	\$158,298	112,450
2	2016	255	\$14,263,575	\$190,799	97,112
3	2015	251	\$10,181,075	\$141,225	104,769
3	2014	203	\$8,683,875	\$116,569	71,947
3	2013	238	\$8,357,912	\$110,466	87,848
3	2012	280	\$10,861,525	\$147,012	95,280
3	2011	278	\$11,532,557	\$156,465	90,409
<b>Jan-Aug 2021</b>		242	\$20,225,900	\$241,077	95,495



#### **MEMORANDUM**

**TO:** Township of The Archipelago Environment Committee

**FROM:** Georgian Bay Mnidoo Gamii Biosphere

**DATE:** September 9<sup>th</sup>, 2021

**RE:** 2022–2026 Partnership Renewal

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In 2014, the Township of The Archipelago (TOA) and Georgian Bay Mnidoo Gamii Biosphere (GBB) entered a four year partnership to provide environmental programming to ratepayers and environmental services. This partnership was updated and renewed for an additional four years in 2017 (expiring December 31st, 2021). Once again, Biosphere and TOA staff have developed a plan for renewing this partnership. The following package provides the 2022-2026 Partnership Renewal documents.

Development of this information entailed:

1. Initial meeting and follow up conversation since June, 2021.
2. A survey advertised through social media, sent to council, ratepayer associations, and other program volunteers.
3. Compilation and refinement of results, inclusion in the work plan where applicable.

Biosphere staff will present and facilitate the discussion of these documents. We would appreciate feedback from the TOA Environment Committee with regard to work plan deliverables and prioritization of programs.

Today's objectives:

1. Present and approve revised MOP.
2. Discuss proposed 2022 Work Plan.
3. Identify priority issues the Environment Committee feels should be addressed in 2022, GBB to incorporate into the workplan and budget.

## MEMORANDUM OF PARTNERSHIP

Agreement made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN:** **THE CORPORATION OF THE TOWNSHIP OF THE  
ARCHIPELAGO**, hereinafter referred to as the "TOA"  
  
and  
  
**GEORGIAN BAY MNIDOO GAMII BIOSPHERE**,  
hereinafter referred to as "GBB"

**WHEREAS** the goal of the partnership between GBB and the TOA is to provide for high quality and accessible, environmental information sharing and programming;

**AND WHEREAS**, this specifically means working to increase environmental literacy and awareness among ratepayers within the Township of The Archipelago and increasing the capacity to address/respond to environmental issues, challenges, and opportunities;

**AND FURTHERMORE**, that this programming helps to meet the mandate of a UNESCO (United Nations Education Scientific and Cultural Organization) designated world Biosphere Reserve and more specifically, the strategic objectives of Georgian Bay Mnidoo Gamii Biosphere.

**NOW THEREFORE** the TOA and GBB agree as follows:

### 1. TERM

This Agreement shall commence on the 1st day of January 2022 and terminate on the 31st day of December 2026 (4 years).

This agreement may be renewed or amended subject to agreement of both the TOA and GBB.

A "Workplan and Budget" identified in Appendix 'A' to this agreement will be reviewed and agreed upon annually and will be considered an annual addendum to this agreement.

This agreement may be terminated at any time by either party provided a minimum of one month notice.

### 2. DESIGNATED REPRESENTATIVES

TOA staff and Council and GBB staff and board are free to contact and discuss matters pertaining to the workplan and deliverables identified in the workplan. However, matters pertaining to the nature of the agreement, final approval of deliverables/products in the workplan and any matters of conflict will be dealt with through the following two representatives:

- i) For the TOA is:  
**Manager of Development & Environmental Services – Cale Henderson**  
Township of the Archipelago  
9 James Street  
Parry Sound, ON
- ii) For GBB is:  
**General Manager – Greg Mason**  
125 William St.  
Parry Sound, ON
- iii) Both the TOA and GBB agree that they may designate a different representative by providing notice in writing.

### 3. TOA RESPONSIBILITIES

- i) Will provide communications guidance and general oversight over ensuring project deliverables/objectives are clearly communicated to GBB;
- ii) Will provide information to assist in the creation and delivery of environmental programs;
- iii) Oversee the implementation of this Agreement.

### 4. GBB RESPONSIBILITIES

- i) Adhere to the workplan, agreed to during TOA budget deliberations and appended annually to this agreement as Appendix A.



- ii) Provide reports to the TOA representative on the status of the workplan;
- iii) Provide the TOA Environment Committee with twice annual status updates;
- iv) Revise and modify work and monitoring plan based on TOA input;
- v) Present a proposed workplan and budget to TOA in October/November of each year of the agreement;
- vi) Maintain accurate accounting of expenses;

## 5. FINANCIAL

GBB will invoice TOA on a quarterly basis for the previous quarter of work. GBB reserves the right to invoice more regularly should the amount of work being undertaken exceed \$10,000 in any given quarter.

GBB agrees to charge TOA on a per hour basis for all human resource costs. Mileage will be charged at a rate as established by GBB policy for that period.

GBB will alert the TOA should a workplan area financials be within 10% of the established 'budget' amount for that workplan area and projected to exceed that budget.

GBB agrees to work with TOA to seek grants where there is a reasonable expectation of success. Discussion will occur in advance of the receipt of any grant respecting how it will be dispensed/shared between the two organizations. GBB will be responsible for applying for grants in their entirety (TOA will not write nor provide resources) unless the grant writing is explicitly requested by the TOA.

Where GBB receives a grant that proposes to undertake all or a portion of the workplan identified in Appendix A, GBB & TOA will discuss and agree to an appropriate allocation of the grant to offset the annual budget allocation from the TOA to GBB.

As part of the annual workplan, the TOA has the ability to seek 'Ad Hoc' advice from GBB on matters. This 'Ad Hoc' work will constitute 'new' work and be an addition to the workplan outlined in Appendix A to this agreement. In such instances, GBB will provide a budget and time estimate for delivery of the work and the TOA agrees to such an amendment and reimburse GBB as per that budget. Ad Hoc work, outside of the other areas of the workplan must be identified by the GBB to TOA prior to starting any such work or no reimbursement of work will be permitted.

## 6. COMMUNICATIONS

Both parties agree to refer to the collaborative effort undertaken through this Memorandum as a 'Partnership'.

Communications roles and messaging will be jointly agreed on between GBB management and Managing staff at TOA.

## 7. SIGNATURES

This agreement is executed on behalf of the parties by their duly authorized signing officer this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Witness)                      (Date)                      On behalf of the TOA

\_\_\_\_\_  
(Witness)                      (Date)                      On behalf of the GBB



## TOWNSHIP OF THE ARCHIPELAGO & GEORGIAN BAY BIOSPHERE

### Proposed 2022 Work Plan

The goal of the partnership between the Georgian Bay Mnidoo Gamii Biosphere (GBB) and the Township of The Archipelago (TOA) is to provide for high quality and accessible, environmental information sharing and programming;

This specifically means working to increase environmental literacy and awareness among ratepayers within the Township of The Archipelago and increasing the capacity to address/respond to environmental issues, challenges, and opportunities;

Furthermore, this programming helps to meet the mandate of a UNESCO designated world Biosphere and more specifically, the strategic objectives of Georgian Bay Mnidoo Gamii Biosphere.

<b>1. AQUATIC ECOSYSTEM HEALTH</b> <b>Four Year Goal:</b> Understand, educate, and communicate the condition of aquatic ecosystem health in eastern Georgian Bay and inland lakes.	<b>2021</b> \$18,512	<b>2022</b> TBD
<b>Four Year Objectives:</b> A. Track conditions and trends. B. Build public awareness through outreach and education. C. Understand climate change impacts, adapt policy and programs accordingly. D. Support TOA partnerships with other organizations.		
<b>2022 Deliverables</b> 1. Coordinate water quality monitoring program: compile and report on results; conduct benthic monitoring; recruit and train volunteers; and be the point of contact year-round. 2. Broaden the program when opportunities are available; differentiate bay/lake monitoring as needed, and integrate township approaches with provincial/ federal/ NGOs.		

<ol style="list-style-type: none"> <li>3. Conduct enhanced monitoring at existing and/or new locations as needed.</li> <li>4. Continue to work with Environment and Climate Change Canada with regards to algal bloom predictive modelling for Sturgeon Bay.</li> <li>5. Continue benthic monitoring on inland lakes (Healey, Kapikog, Blackstone and Crane).</li> <li>6. Continue with engagement and education. <ul style="list-style-type: none"> <li>o Engage ratepayers into the why/what and best practices.</li> <li>o Educate through resource sharing at events and in communications.</li> </ul> </li> <li>7. Liaise with partners to address concerns.</li> </ol>		
<b>2. TERRESTRIAL ECOSYSTEM HEALTH</b> <b>Four Year Goal:</b> Understand, educate, and communicate the condition of terrestrial ecosystem health in eastern Georgian Bay and inland regions.	<b>2021</b> \$4,930	<b>2022</b> TBD
<b>Four Year Objectives:</b> <ol style="list-style-type: none"> <li>A. Track conditions and trends.</li> <li>B. Build public awareness through outreach and education.</li> <li>C. Understand climate change impacts and adapt policies and programs accordingly.</li> <li>D. Support TOA partnerships with other organizations.</li> <li>E. Evaluate landscape connectivity to better understand high priority areas and actions (e.g. road ecology 'hot spots' and mitigation options).</li> </ol>		
<b>2022 Deliverables</b> <ol style="list-style-type: none"> <li>1. Partner with Westwind Forest Stewardship on forest health to respond to ratepayer concerns.</li> <li>2. Continue with engagement and education. <ol style="list-style-type: none"> <li>a. Engage ratepayers into the why/what and best practices.</li> <li>b. Educate through resource sharing at events and in communications.</li> <li>c. Host webinars and/or events on best management practices.</li> </ol> </li> <li>3. Liaise with partners to address concerns.</li> <li>4. Collaborate on a regional species at risk (SAR) conservation project called <i>Maamwi Anjiakiziwin</i> - a federally designated 'Community Nominated Priority Place'. One of the key purposes of this project is to engage in cross-cultural learning and apply a 'Two Eyed Seeing' approach to our SAR work; when we improve our understanding, respect and relationships with each other, our understanding and relationships with the land will also benefit.</li> </ol>		

<b>3. EDUCATION</b> <b>Four Year Goal:</b> Provide youth and general audiences with outdoor, environmental opportunities.	<b>2021</b> <b>\$31,000</b>	<b>2022</b> <b>TBD</b>
<b>Four Year Objectives:</b> A. Foster environmental literacy and ecological knowledge. B. Create unique opportunities for audiences of all ages. C. Build public awareness through outreach and education. D. Support TOA partnerships with other organizations.		
<b>2022 Deliverables</b> <b>Youth (Kids in the Biosphere)</b> 1. Facilitate a TOA wide Kids in the Biosphere program. 2. Create 50 activity kits for registered families, first come first serve. 3. Pilot a subsidized "Kids in the Biosphere Visitor" option featuring a selection of Biosphere programs delivered on-site for families, up to 15 visits. 4. Include donation a request and/or shipping support through registration. 5. Engage volunteers in the program wherever possible. 6. Update the webpage as needed, provide monthly communication with families, and be available on an ad hoc basis. 7. Update the distribution map to show reach. 8. Offer large prizes for the end of summer promotion.  <b>General Audience</b> 1. Host a hike/presentation/workshop with three targeted cottage associations. 2. Work with associations on volunteers, venues, etc. 3. Advertise through several communications channels. 4. Include best management practices resources. 5. Seek partner organizations to present/speak when applicable or requested. 6. Adapted to webinar-based programming as needed.		
<b>4. STEWARDSHIP</b> <b>Four Year Goal:</b> Engage people in hands-on stewardship activities.	<b>2021</b> <b>\$1,000</b>	<b>2022</b> <b>TBD</b>
<b>Four Year Objectives:</b> A. Leverage stewardship opportunities for other grants, events, and programs. B. Build public awareness through outreach and education. C. Support TOA partnerships with other organizations. D. Increase understanding of what hands on action is needed and can be done.		

<b>2022 Deliverables</b> <ol style="list-style-type: none"> <li>1. Be a point of contact for questions and resources.</li> <li>2. Promote stewardship when/where applicable and during events.</li> <li>3. Promote monitoring and engagement as part of hands-on stewardship action.</li> <li>4. Support residents to protect/enhance shoreline and water quality.</li> <li>5. Investigate stewardship action planning with ratepayer associations.</li> <li>6. Facilitate shoreline stewardship workshops as requested.</li> <li>7. Steward the PaB Monarch Garden as needed.</li> </ol>		
<b>5. CLIMATE CHANGE</b> <b>Four Year Goal:</b> Continue to work with partners on a collaborative regional approach; ICECAP (Integrated Community Energy and Climate Action Plans).	<b>2021</b> \$14,500	<b>2022</b> TBD
<b>Four Year Objectives:</b> <ol style="list-style-type: none"> <li>A. Encourage the reduction of greenhouse gas emissions.</li> <li>B. Improve energy efficiency.</li> <li>C. Reduce the use of fossil fuels.</li> <li>D. Adapt to a changing climate by building greater resilience.</li> </ol>		
<b>2022 Deliverables</b> <ol style="list-style-type: none"> <li>1. Use FCM's Partners for Climate Protection (PCP) framework to work on milestones 2, 3 and 4; setting emission reduction targets; and developing and implementing corporate and communication actions.</li> <li>2. Work with community partners to identify, explore and host climate and energy related workshops and projects.</li> <li>3. Participate in ICECAP's climate change adaptation project to develop a vulnerability and risk assessment report.</li> </ol>		
<b>6. SEPTICS</b> <b>Four Year Goal:</b> Work to ensure that septic pollution is minimized.	<b>2021</b> \$10,340	<b>2022</b> TBD
<b>Four Year Objectives:</b> <ol style="list-style-type: none"> <li>A. Increase education and understanding of septic system health.</li> <li>B. Support ratepayer compliance with Ontario Building Code.</li> <li>C. Increase understanding of what hands on action is needed and can be done.</li> <li>D. Assess re-inspection needs and opportunities.</li> </ol>		

<b>2022 Deliverables</b> <ol style="list-style-type: none"> <li>1. Continue to promote and disseminate communication tools for best practices.</li> <li>2. Work with Township staff to track and report the status of septic systems.</li> <li>3. Work with partners on research and monitoring options for impact assessment.</li> <li>4. Host a NEW webinar which links water quality, septic systems, and BMPs.</li> <li>5. Explore a septic pump out and inspection subsidy program.</li> </ol>		
<b>7. PUBLIC WORKS (PW)</b> <b>Four Year Goal:</b> Support Public Works as needed pertaining to environmental topics and concerns (i.e. species at risk).	<b>2021</b> \$0 Subsidised by CNPP	<b>2022</b> TBD
<b>Four Year Objectives:</b> <ol style="list-style-type: none"> <li>A. Leverage stewardship opportunities for other grants, events, and programs.</li> <li>B. Build public awareness through outreach and education.</li> <li>C. Support TOA partnerships with other organizations.</li> </ol>		
<b>2022 Deliverables</b> <ol style="list-style-type: none"> <li>1. Consult with PW on their needs to budget and formalize training and support.</li> <li>2. Provide ad-hoc support and advice on environmental topics.</li> <li>3. Better utilize grants to complete PW projects.</li> <li>4. Train PW staff on safe movement and monitoring of species at risk.</li> <li>5. Provide support to PW to interpret and meet obligations under ESA.</li> <li>6. Work together to implement best management practices for species at risk.</li> <li>7. Provide staff with training and information they can relay to the public.</li> <li>8. Explore the scope of what GBB could offer to PW.</li> </ol>		
<b>8. COMMUNICATION</b> <b>Goal:</b> Engage in regular and clear communication with TOA, residents, and other parties.	<b>2021</b> \$3,920	<b>2022</b> TBD
<b>Four Year Objectives:</b> <ol style="list-style-type: none"> <li>A. Improve communication systems with the TOA and ratepayer associations.</li> <li>B. Build public awareness through outreach and education.</li> <li>C. Support TOA partnerships with other organizations.</li> </ol>		



<b>2022 Deliverables</b> <ol style="list-style-type: none"> <li>1. Be present at events, advertise on social media, and through newsletters.</li> <li>2. Explore environmental communications and review increased effectiveness.</li> <li>3. Distribute a bi-annual newsletter specific to partnership activities and regional environmental information.</li> </ol> <b>TOA Environment Report</b> <ol style="list-style-type: none"> <li>4. Continue Environment Report.</li> <li>5. Develop Environment Report infographics for ratepayer associations.</li> <li>6. Articulate and promote TOA's environment strategy.</li> <li>7. Host an annual webinar specific to results of the Environment Report, include partner organizations and TOA council/staff.</li> </ol>		
<b>9. COORDINATION</b> <b>Four Year Goal:</b> Ensure that TOA is meeting its strategic plan goals with respect to the environment through planning, action, monitoring, and partnerships.	<b>2021</b> \$8,745	<b>2022</b> TBD
<b>Four Year Objectives:</b> <ol style="list-style-type: none"> <li>A. Ensure TOA's environmental programs are delivered effectively.</li> <li>B. Support TOA partnerships with other organizations.</li> <li>C. Respond to TOA staff and ratepayers' concerns and questions.</li> </ol>		
<b>2022 Deliverables</b> <ol style="list-style-type: none"> <li>1. Engage the Environment Committee regularly.</li> <li>2. Report results regularly.</li> <li>3. Evaluate outcomes related to the TOA's environmental programs.</li> <li>4. Provide support and advice to staff and Council on an ad hoc basis.</li> <li>5. Share coastal initiatives and opportunities for collaboration of interest.</li> </ol>		

## OPTIONAL ADD-ON PROJECTS

*Subject to separate quotes*

1. In field fish community monitoring & assessment.
2. Coordinate a community Bioblitz using iNaturalist (CNPP).
3. Water Quality Communications specific to summary information on Great Lakes Ecology work by the Environmental Monitoring and Reporting Branch.
4. Develop and deliver invasive species staff training and/or education programming for the public.

# The Township of The Archipelago

## Information Report to Council

**Report No.:** Operational Services 2021-013

**Date:** 16<sup>th</sup> September 2021

**Originator:** Greg Mariotti, Manager of Operational Services

**Subject:** Operational Services Update

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### **Public Works Update**

Staff, with the assistance of the Pointe au Baril Islanders Association, held a wayward dock disposal day at Pointe au Baril Wharf the weekend of September 11<sup>th</sup>. No other major issues, other than some minor weather event clean-ups and ongoing road and landing maintenance.

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### **Pointe au Baril Nursing Station Signage**

Staff have finalised the design for signage at the nursing station, visible from both land and water. Renderings of the signs are attached to this report, which are being made. The West Parry Sound Health Centre has approved the signage. Cost for the two aluminum signs plus mounting hardware is \$7,295.37. Included in the cost is also a directional road sign.

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### **Pointe au Baril Wharf Sea Wall**

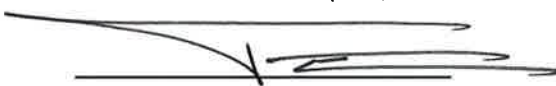
The Archipelago was successful in receiving \$100,000 in funding (\$80,000 federal and \$20,000 provincial) for building a sea wall at the wharf. An additional \$100,000 was earmarked for this project in the 2021 capital budget. Tatham Engineering was contracted to design the sea wall and has issued request for quotation documents to prospective bidders. Additional work being considered, and which should be within the overall budget, will be to rehabilitate and raise the wharf loading area, complete with the addition of a floating dock spanning the width of the loading area and attached to the existing fixed structure. Work is scheduled to commence later this month.

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Respectfully Submitted,

  
\_\_\_\_\_  
Greg Mariotti  
Manager of Operational Services

I concur with this report,

  
\_\_\_\_\_  
John B. Fior  
Chief Administrative Officer



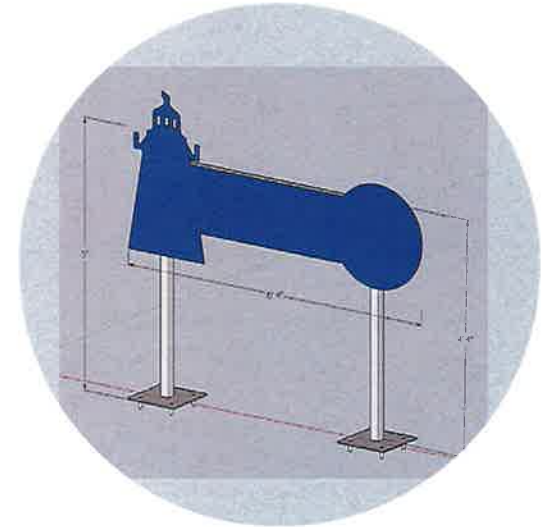
August 31 2021



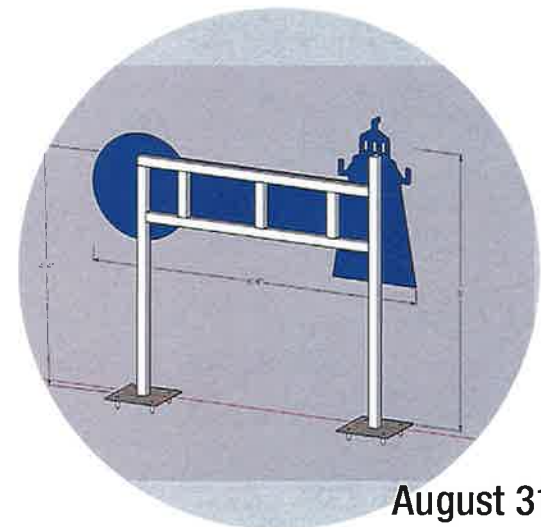
August 31 2021



Front view



Rear view

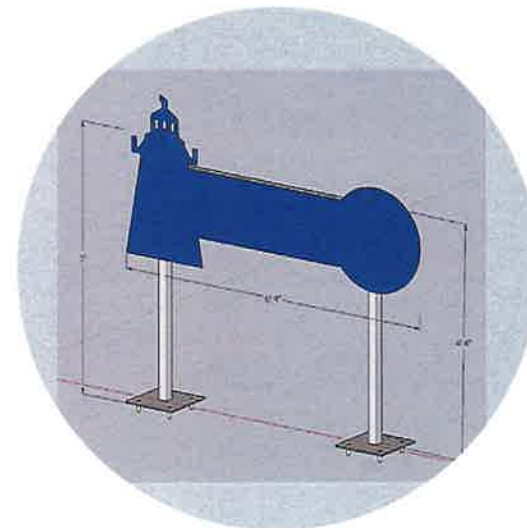


August 31 2021

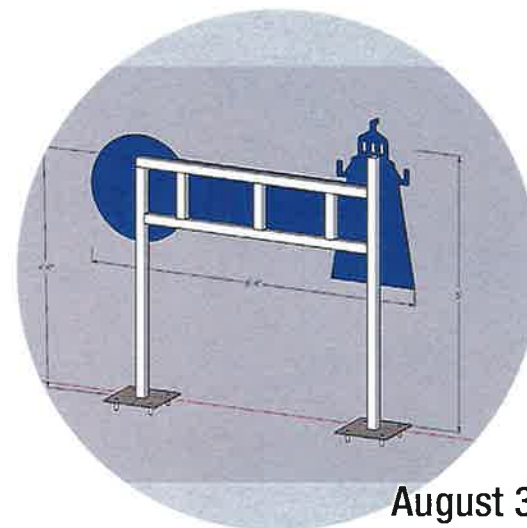




Front view



Rear view



August 31 2021





30inw x 30inh

August 31 2021

## The Township of The Archipelago

### Information Report to Council

**Report No.:** Operational Services 2021-012

**Date:** 16<sup>th</sup> September 2021

**Originator:** Greg Mariotti, Manager of Operational Services

**Subject:** Blue Box Transition Information Update Report

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The Municipal Resource Recovery and Research Collaborative (M3RC), has prepared the attached information report for Council's information. Uncertainties remain as to exactly how the new model will work "on the ground". The report has been well prepared and worth Council's attention.


Some takeaways from staff's perspective are the following:

- A firm cost per tonne will need to be calculated at each transfer station location in order to enter into negotiations with PROs (Producer Responsibility Organisations), should they choose to ask The Archipelago to continue collecting blue box materials for them. Note: PROs do not have to give The Archipelago first right of refusal to continue providing a collection service.
- The savings quoted in the report are theoretical and debate is ongoing as to how any contamination found within recyclables will be back-charged.
- Whereas current service levels are guaranteed until the transition process is complete (end of 2025), starting in 2026, PROs will be able to change how servicing is provided as long as it meets the requirements under the new regulation.
- There is some uncertainty as to whether the same levels of service will apply to areas that are predominantly seasonal residences.
- Area municipalities will work as much as possible together to have one voice when dealing with PRO's in terms of contract negotiations and service level agreements. This may require area Councils to enter into a memorandum of understanding.

Staff will forward any questions that Council may have on to the Association of Municipalities Ontario blue box transition staff.

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Respectfully Submitted,



Greg Mariotti  
Manager of Operational Services

I concur with this report,



John B. Fior  
Chief Administrative Officer

# Transition of the Blue Box to Full Producer Responsibility

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August 5, 2021

## 1.0 Disclaimer

Staff of the Municipal 3Rs Collaborative (M3RC) have prepared the following commentary for consideration by municipal staff when completing their own review of the Province's final Blue Box regulation. This should not be considered legal advice, nor does it usurp or replace the local decision-making of Councils. Rather, this analysis is intended to help in prepare for the impending changes.

If there any questions related to this material, please contact Dave Gordon, Senior Advisor at [dgordon@amo.on.ca](mailto:dgordon@amo.on.ca).

## 2.0 Executive Summary

- Final Blue Box regulation (Ontario Regulation 391/21) under the Resource Recovery and Circular Economy Act, 2016 passed on June 3, 2021, and transitions municipal Blue Box programs to full Producer responsibility.
- The Blue Box Regulation transitions the responsibility for promotion and education, collection and processing for Blue Box materials to producers and identifies minimum service, and diversion targets. The transition will occur between July 1, 2023 to December 31, 2025.
- As per the new Blue Box Regulation, all transitioning municipalities are required to submit an Initial Report to the Resource Productivity and Recovery Authority by September 30, 2021. The Initial Report will identify current services levels, number of residences, number of eligible locations and number of recycling containers located in public spaces.
- The Township of The Archipelago is currently scheduled to transition on July 1<sup>st</sup> 2024. Details on the transition are not known yet but staff will continue to provide timely information and details to Council during the transition process.
- Council will likely need to make decisions in the following key areas:
  - Does the municipality want to provide services to producers (e.g., promotion and education, contract management, collection, processing), if producers are interested in using municipal services and a mutually agreeable commercial agreement can be established?
    - How will this be decided? Delegated authority from Council to enter into discussions w/ producers/PRO's/service providers to determine what the terms of commercial agreements may look like? Comparison of offers with what your cost is to perform the services? Consideration of performance requirements like promotion and education, contamination, compaction rates, distance travelled to transfer stations, service complaint management etc.
  - Based on the decisions above, how might the municipality address any associated impacts such as:

# Transition of the Blue Box to Full Producer Responsibility

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August 5, 2021

## 1.0 Disclaimer

Staff of the Municipal 3Rs Collaborative (M3RC) have prepared the following commentary for consideration by municipal staff when completing their own review of the Province's final Blue Box regulation. This should not be considered legal advice, nor does it usurp or replace the local decision-making of Councils. Rather, this analysis is intended to help in prepare for the impending changes.

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## 2.0 Executive Summary

- Final Blue Box regulation (Ontario Regulation 391/21) under the Resource Recovery and Circular Economy Act, 2016 passed on June 3, 2021, and transitions municipal Blue Box programs to full Producer responsibility.
- The Blue Box Regulation transitions the responsibility for promotion and education, collection and processing for Blue Box materials to producers and identifies minimum service, and diversion targets. The transition will occur between July 1, 2023 to December 31, 2025.
- As per the new Blue Box Regulation, all transitioning municipalities are required to submit an Initial Report to the Resource Productivity and Recovery Authority by September 30, 2021. The Initial Report will identify current services levels, number of residences, number of eligible locations and number of recycling containers located in public spaces.
- The Township of The Archipelago is currently scheduled to transition on July 1<sup>st</sup> 2024. Details on the transition are not known yet but staff will continue to provide timely information and details to Council during the transition process.
- Council will likely need to make decisions in the following key areas:
  - Does the municipality want to provide services to producers (e.g., promotion and education, contract management, collection, processing), if producers are interested in using municipal services and a mutually agreeable commercial agreement can be established?
    - How will this be decided? Delegated authority from Council to enter into discussions w/ producers/PRO's/service providers to determine what the terms of commercial agreements may look like? Comparison of offers with what your cost is to perform the services? Consideration of performance requirements like promotion and education, contamination, compaction rates, distance travelled to transfer stations, service complaint management etc.
  - Based on the decisions above, how might the municipality address any associated impacts such as:
    - Assets that may need to be re-purposed, sold, leased, etc.,

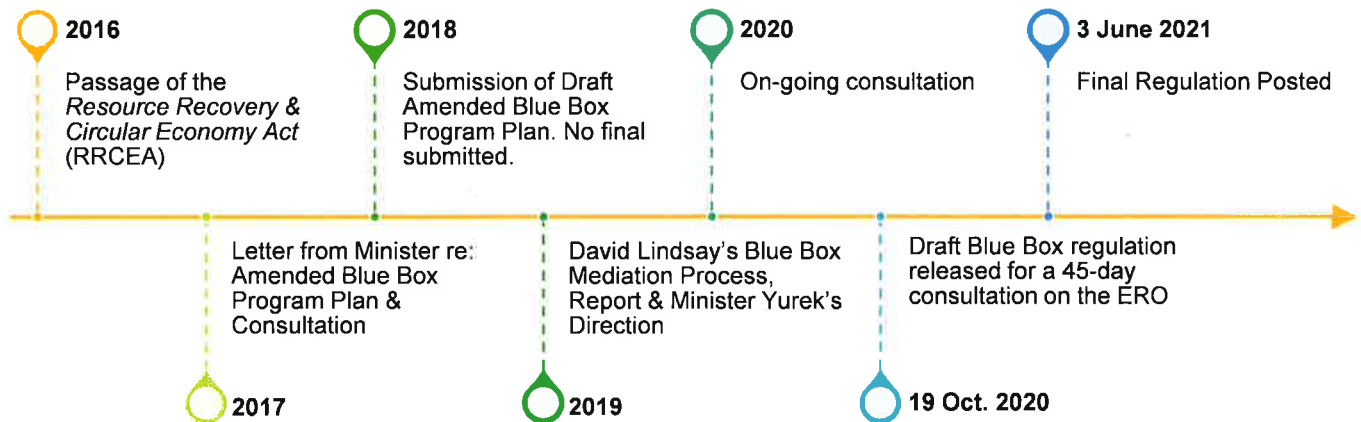


- Contracts that may need to be terminated or renegotiated,
- Human resource implications or re-deployments,
- Services for non-eligible sites currently serviced that may need to be addressed through other means (e.g., servicing of small businesses and municipal facilities), and
- Change management measures (e.g., internal / external communications) to allow for a smooth transition to the Blue Box.

### 3.0 Context

On June 3, 2021 the Ministry of Environment, Conservation, and Parks (MECP) published the final Blue Box regulation ([O. Reg. 391/21](#)) under the *Resource Productivity and Circular Economy Act, 2016* (RRCEA). The final regulation and the accompanying amendment to [O. Reg. 101/94](#) remove the responsibility to operate Blue Box recycling programs from municipalities and instead make the producers of blue box materials (e.g., paper, packaging, packaging-like products, and certain single use items) directly responsible for the operation and financing of the programs and the achievement of outcomes established in the regulation. This change in responsibility will save municipal taxpayers an estimated \$156M annually across the province.

This regulatory change has been advocated for by municipal governments for over a decade with major consultations occurring over the last two years to discuss how a smooth transition from municipally-operated programs to a producer-led Blue Box system could occur.



Currently, Ontario municipalities with a population of at least 5,000 are required to provide a Blue Box management system. This is done either directly by the municipality or via a contract with a service provider. Producers of Blue Box materials (e.g., Unilever, Loblaw, Proctor & Gamble, Coca Cola etc.), are required to compensate municipalities for roughly 50% of the costs on an annual basis.

There is agreement amongst all stakeholders, including municipalities, service providers, and producers, that the current Blue Box system is not working. Recycling rates have broadly stagnated or declined and costs are steadily increasing. This is because municipal governments have no mechanism to respond to the rapidly changing composition of Blue Box materials and provide the necessary investments in collection and processing infrastructure. They also do not have the ability to influence end markets. That is why making producers fully responsible for managing the Blue Box materials that they supply into Ontario fundamentally changes this structure.

There has been broad support to transition the Blue Box program to the RRCEA because producers are best positioned to reduce waste, increase the resources that are recovered and reincorporated into the economy and enable a consistent province-wide system that makes recycling easier and more accessible.

### 3.1 Positives Associated With the Final Regulation

The Blue Box regulation is generally in keeping with what municipalities have advocated for. It removes seeks to make producers fully responsible for the management of their materials at the end-of-life (i.e., collection and recycling).

The regulation is expected to result in:

- **Net savings:** a net savings for municipal governments of over \$156 million per year once fully implemented. In 2018 (latest survey data from Waste Diversion Ontario), The Archipelago recycled 182 metric tonnes of blue box materials at a cost of \$620,305. This is equivalent to a cost per metric tonne of \$3,400. The Archipelago received \$311,951 in funding for the program and therefore the recycling program cost The Township \$312,729.
- **Expansions in servicing:** to all communities (including First Nation communities) except those in the Far North, regardless of their population by 2026
- **More materials collected:** an expanded and standardized list of Blue Box materials collected and managed across the province through one common collection system with curbside, depot and public space infrastructure;
- **Province-wide eligible sources:** expanded Blue Box services to a comprehensive list of sources, such as multi-unit residential buildings, schools (e.g., public and private), non-profit retirement homes, non-profit long-term care homes and some public spaces (e.g., parks, playgrounds, sidewalks, public transit stop or station), by 2026
- **Target requirements for producers:** enforceable targets which producers must meet for a number of material categories
- **Certainty:** a two-and-half year schedule between July 2023 and December 2025 to transition all current municipal Blue Box programs to full producer responsibility.

The regulation provides producers with the ability to find efficiencies (e.g., standardizing collection and processing, investing in new collection and processing infrastructure to address the changing packaging stream, better supporting end markets, adapting packaging design). It includes provisions to capture internet retailers and other producers without residency in Ontario to ensure fairness. It also continues to provide an exemption for small businesses - businesses with less than \$2 million in annual revenue would be exempt (e.g., small, independent convenience store owners, however we note this will likely result in municipalities being considered a producer).

### 3.2 Potential Areas of Concern in the Final Regulation

There are several priority areas that councils may want to aware that could pose some potential issues:

- **Certified compostable materials:** certified compostable materials should be exempt from collection and management targets which means that there is no incentive for producers to find adequate solutions to ensure their products can be managed properly. Instead these products and packaging simply add to the costs of the municipal waste management system.
- **Servicing requirements:** once transition of municipal programs is complete in 2026, the regulation removes the requirement for producers to provide depot collection in communities that have curbside collection. A number of communities currently supplement curbside collection with depots. This could be seen as a reduction in service and remove an important part of the current collection infrastructure.
- **Annual Performance Audits:** Producers should be required to perform annual performance audits, as is required for Ontario's deposit return system. The current proposal requires



performance audits every 3 years, which increases risks and does little to actually reduce any administrative burden (i.e., it simply condenses three years of audits into one year).

- **Enforcement Mechanisms:** Municipal governments remain concerned about the timely development and implementation of the Administrative Monetary Penalties regulation which is the key enforcement mechanism to ensure a level playing field for producers and to ensure their targets are met.
- **Commercial servicing:** As with the previous Blue Box program plan, municipalities are not compensated for the collection and processing of materials captured from businesses and not-for profit organizations. As producers are not responsible to collect from these sites, municipal governments may have to come to alternative arrangements to ensure these sites continue to be serviced.

Appendix A provides more specific information on the key areas of the regulation.

#### **4.0 Initial Analysis and Next Steps**

Outline of any initial issues and outline of steps key milestones for staff to report back to Council before transition.

## Appendix A - Key Areas of the Blue Box Regulation

### Designated Materials

The final regulation includes a number of new items that many municipal programs do not currently collect, such as all rigid and flexible plastic packaging and certain single use items. A full list of the materials is included in Appendix B.

These Blue Box materials would need to be collected by 2026 as part of a standardized common collection system across Ontario. The details of how this will be achieved will likely be set out as part of the rules for the Allocation Table (see section 4.8).

At a minimum during the transition period producers would need to collect all eligible Blue Box materials currently being collected. Note that producers would not need to collect non-obligated materials during the transition period that municipalities may currently accept (e.g., books, pots and pans).

The regulation only requires certified compostable products and packaging material to registry and report (i.e., they are not required to be collected or managed). By not obligating these materials, it provides an incentive for companies to move to this format which property taxpayers will be forced to subsidize.

### Establishment of Responsibility

The final regulation establishes a cascading hierarchy to ensure that the person with the closest connection to designated products and packaging is the responsible producer.

The regulation captures producers that are located out-of-province but who supply Blue Box materials to Ontario consumers through the internet. The regulation continues to exempt producers who fall under a \$2 million annual revenue threshold. This is the same approach currently taken under the shared responsibility model to avoid undue burden on small business.

Municipalities and First Nations communities who have a Blue Box program today also have reporting requirements:

1. Initial Reports (based on section 54 of [O. Reg. 392/21](#)):
  - All municipalities submit on or before September 30, 2021
  - All reserves submit on or before November 30, 2021
2. Transition Report (based on section 55 of [O. Reg. 392/21](#))
  - Municipalities transitioning in 2023 submit by September 30, 2021
  - Reserves transitioning in 2023 submit on or before November 30, 2021
  - Municipalities and reserves transitioning in 2024 submit on or before August 31, 2022
  - Municipalities and reserves transitioning in 2025 submit on or before August 31, 2023

Reporting is required by the lower tier municipality, however, section 58(1) does allow for information to be submitted by a person acting under authority or direction (e.g., Regional/County government, municipal Association).

The Municipal 3Rs Collaborative and Continuous Improvement Fund are working with the Resource Productivity and Recovery Authority (RPRA) to ease the burden associated with reporting and will be providing regularly updates. Local governments should be assessing the data they have available to report to ensure it is up-to-date and comprehensive enough to ensure all currently serviced eligible sources are accounted for.

All Blue Box processors, including those municipal processors, would also need to register and report annually to RPRA starting on or before April 1, 2022.

#### Eligible Sources

Based on the final regulation, Blue Box programs would operate as they do today during the transition period from July 2023 to the end of 2025. Producers are required to at least maintain servicing (based on servicing as of August 15, 2019) for all eligible sources already serviced (e.g., residences – single unit and multi-unit residential, depots, public schools, long term care and retirement homes, parks, playgrounds, and streetscapes) and to at least maintain how program currently provides servicing (i.e., material collected, collection frequency). New developments would also need to be serviced, where services are already provided (e.g., new multi-residential units will be serviced if the municipality already collects from these types of buildings).

By 2026, producers would need to ensure any non-serviced communities outside the Far North, multi-residential units, public and private schools, non-profit long-term care and retirement homes that notify their intention to be serviced are serviced. For all communities, including new communities, the service level would be equivalent to how garbage collection is provided (e.g., depot/drop-off based, curbside or a combination if curbside is not provided to the entire community).

Producers would also need to meet public space accessibility targets (e.g., parks, playgrounds, sidewalks and transit station/stops) by 2026. Producers would be required to provide collection at public spaces based on a density formula:

Population of lower tier municipality divided by

- 400, if the eligible community has a population equal to or greater than 500,000;
- 600, if the eligible community has a population equal to or greater than 30,000, but less than 500,000;
- 800, if the eligible community has a population equal to or greater than 5,000, but less than 30,000; and
- 1000, if the eligible community has a population less than 5,000, with no less than one Blue Box receptacle in any eligible community

The regulation does not include the public facing areas of municipal buildings or facilities (i.e., community centres, libraries, arenas), nor businesses or not-for-profit organizations in Business Improvement Areas or other locations. If Councils wish to provide services to these locations, they would need to be managed through a separate agreement. The regulation also does not require producers to use the public space recycling sites that are currently being used by the municipality.

Also note that any contemplated changes to Blue Box services by a municipality that could result in increased costs compared to 2019, should be vetted by RPRA and the process is described in RPRA's 2020 Datacall User Guide. Changes in Blue Box services could include:

- Changes in collection type (i.e., single stream vs multi-stream; depot vs curbside)
- Changes in collection method (i.e., bags, containers, carts)
- Changes in collection frequency
- Changes in accepted materials

If a municipality or First Nations community operating a Blue Box program contemplates a change in Blue Box Services and wishes to know if the change will impact their funding eligibility prior to

implementing the change, the program may submit a [Blue Box Service Change Assessment Form](#) to RPRA.

### Servicing Requirements

During transition years (July 2023 – end of 2025), producers would be required to at a minimum to maintain the service level and frequency provided by municipalities to residences and blue box materials currently collected.

As noted above by 2026, producers would be required to collect all designated materials and expand servicing to more sources. The regulation also requires that producers would have the ability to change how servicing is provided as long as it is in keeping with obligations established in the regulation.

These obligations for curbside collection, depot collection, and collection for other eligible sources generally includes:

Residence or Facility Type	Blue Box Service Standard	Blue Box Frequency Standard
<b>Households with curbside garbage collection</b>	Curbside Blue Box collection	No less than every other week
<b>Households with depot garbage collection</b>	Depot Blue Box collection	Before bins are full
<b>Apartments, schools, other eligible facilities</b>	Must collect Blue Box materials directly from the building or eligible space (e.g., school)	Before bins are full
<b>Public spaces, including parks, playgrounds, sidewalks, transit stops</b>	Must provide number of bins in each community according to regulated per person standards	According to a frequency designed to collect materials before bins are full

In instances where municipalities receive curbside collection but also supplement that with depot collection, producers would only be required to provide curbside collection. They could choose to continue to provide depot collection, but this would not be a requirement.

Producers are required to provide Blue Box receptacles for the storage of Blue Box material until it is collected (adequate size). Each residence must have a Blue Box receptacle before the day collection commences and replacements must be provided within one week of request.

Note as discussed, throughout the consultation process municipal governments would not have a 'First Right of Refusal' to provide services to producers. Decisions on contracting would be made by producers. This does not preclude producers from negotiating commercial agreements with municipal governments to continue to provide services.

### Management Requirements

Management targets in the regulation are applicable in 2026 for multiple material categories and are in-line with best-in-class to comparable programs (see Table below). During the transition period, producers are required to make best efforts to meet the 2026 targets.

These targets are improvements compared to the current program where only one aggregate target is measured without any enforcement or consequences for non-performance, this is a substantial improvement.

Target Category	Existing Diversion Rates (2018)	Stage 1: 2026-2029 Final Target (draft target)	Stage 2: From 2030 Final Target (draft target)
<b>Paper</b>	72%	80% (90%)	85% (90%)
<b>Rigid Plastic</b>	48%	50% (55%)	60% (60%)
<b>Flexible Plastic</b>	7%	25% (30%)	40% (40%)
<b>Glass</b>	68%	75% (75%)	85% (85%)
<b>Metal</b>	54%	67% (67%)	75% (75%)
<b>Non-Alcoholic Beverage Containers (flexible plastic formats excluded)</b>	Unknown	75% (75%)	80% (80%)

The targets are based on the Blue Box material that is marketed (i.e., bales of material sold) and continues to exclude energy from waste or the use of materials for fuels as part of the target. This is the same way recycling is measured in the current Blue Box program plan. This is more rigorous than the targets established in British Columbia, which are based on the amount of material collected. It is however less rigorous than the European Union, which is moving to recycling targets that takes into account contamination before materials are used in new products.

The targets are also increasing the amount of materials included in the program such as unprinted paper, packaging-like products, certain single use-items and the beverage container target includes materials sold to businesses. This is a positive development and a significant improvement based on today's Blue Box program.

As a means to reduce administrative burden, the regulation requires performance audits every 3 years, instead of annually. This increases potential risks associated with poor performers and is likely not to reduce any administrative burden, as it simply condenses three years of audits into one year.

#### Promotion and Education

Producers will be required to provide a promotion and education program. This will include a publicly accessible website and at least one piece of material delivered annually to each eligible source.

Producers must provide details on:

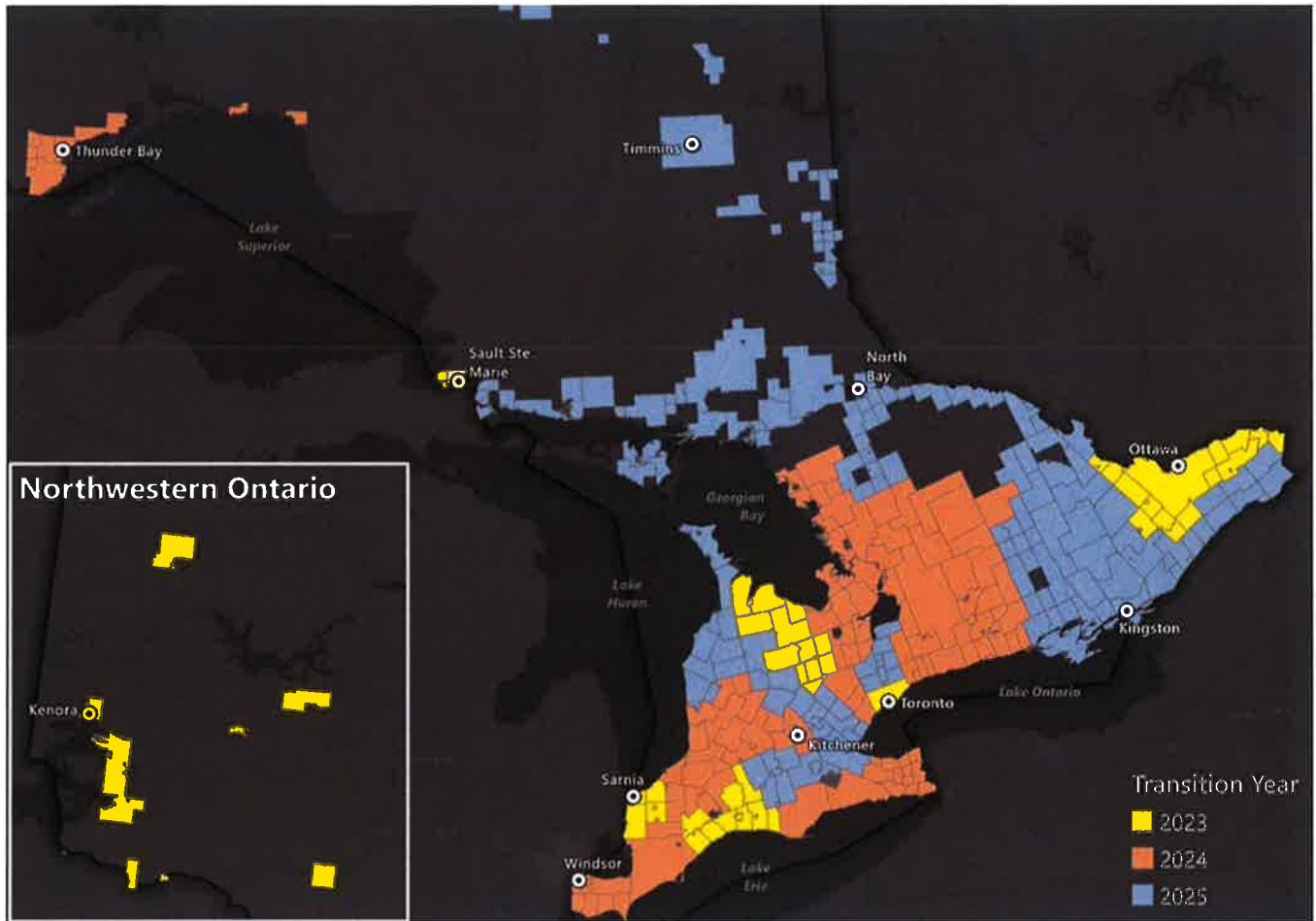
- Blue box material that may be deposited into Blue Box receptacles;
- Materials that cannot be deposited into Blue Box receptacles;
- Instructions on how to replace or request Blue Box receptacles;
- A description of how the producer will fulfil its collection responsibilities; and,
- Contact information.

Promotion and education materials must be provided in both English and French. In the transition period, information must also be provided in any language used by the municipality to communicate to its residents about its Blue Box program.

### Transition Schedule

The regulation includes a [transition schedule](#) that outlines what municipal Blue Box programs will transition between July 2023 and the end of 2025.

The government indicated that they used municipal preferred dates but also included geographical catchments, tonnes and costs to set the schedule.



If there are issues with the transition date, municipal staff are encouraged to reach out directly to the Ministry and to RPRA. It is important they understand any potential problems (e.g., contractual) a municipality might have.

It is also helpful that the regulation does not preclude the ability for municipalities to be transitioned earlier, if producers and municipalities are in agreement to do so.

### Common Collection System

Producers are required to collaborate to establish a common collection system to provide collection services to all eligible sources with no duplicate services to residents. Accountability for the common collection system lies with producers and their PROs, and is enabled through the creation of an Allocation Table.

Once the approach for the common collection system is decided, the regulation relies upon the Allocation Table to determine who will be liable for ensuring collection happens in a given location. The Allocation Table identifies which producer is liable for making sure collection standards are met for a given area. The regulation allows for all producers registered with a producer responsibility organization (PRO) to be jointly liable for a given area, and for the PRO to share liability with these producers. If there are any gaps in collection service requirements, RPRA can undertake compliance and enforcement with the liable producers and PROs.



The Allocation Table is created by following a set of rules which are agreed upon and written by PROs who register by November 1, 2021 to be "rule making" PROs. The regulation requires the Allocation Table to be submitted to RPRA by July 1, 2022 at the latest.

Subsequent Tables are submitted by March 31 of the year before the Table will apply and can endure for multiple years. The rules must specify a process by which producers and PRO's can change the rules in the future.

Municipal governments will be able to pursue a commercial agreement with PRO's to provide services for blue box. We expect these discussions to start later this year or early in 2022.



## Appendix B – List of Designated Materials Under the Final Blue Box Regulation

 <b>Designated Materials</b>	 <b>Not Included</b>
<p>The following items, where made from paper, metal, glass, plastic, compostable materials, or any combination of these materials:</p> <ul style="list-style-type: none"> <li>• Packaging, including aerosol containers</li> <li>• Printed and unprinted paper</li> <li>• Single-use packaging-like products, like foils, trays, and boxes</li> <li>• Single-use food and beverage service items like straws, cutlery, plates, food service ware</li> </ul> <p>*Compostable materials are also designated, but only incur reporting requirements</p>	<ul style="list-style-type: none"> <li>• Packaging single-use packaging-like products, and single-use food and beverage service products that are made primarily from other materials, such as wood, textiles, wax</li> <li>• Packaging-like products made of flexible plastics and used for food protection, containment, handling (e.g., plastic freezer bags, plastic sandwich bags)</li> <li>• Any materials designated under a different diversion program (e.g., automotive oil containers)</li> <li>• Garbage bags, recycling bags, compostable waste bags</li> <li>• Books and hardcover periodicals</li> <li>• Paper fibres used for sanitary purposes (e.g., tissues, paper towel)</li> <li>• Biomedical or hazardous Biomedical or hazardous waste (e.g., pressurized containers for propane)</li> <li>• Alcoholic beverage product and packaging (including LCBO and Brewers Retail Ltd. materials) *Note the deposit return system is required to report annually on performance</li> </ul>



# **The Township of The Archipelago**

## **Recommendation Report to Council**

**Report No.:** Operational Services 2021-007 **Date:** 16<sup>th</sup> September 2021  
**Originator:** Greg Mariotti, Manager of Operational Services  
**Subject:** Application for Ontario Trillium Foundation, Community Building Fund – Capital Stream funding to construct a roof over the Pointe au Baril Rink and, funds permitting, replace the rink boards, lighting, watering system and seating area.

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### **RECOMMENDATION**

1. That Council approve the submission of an application to the Ontario Trillium Foundation, Community Building Fund – Capital Stream for funding to construct a roof over the Pointe au Baril Rink and, funds permitting, replace the rink boards, lighting, watering system and seating area.
- 

### **BACKGROUND/HISTORY**

In June of this year staff had applied for funding through the Canada Healthy Communities Initiative to retain the services of an architectural firm, or similar, to develop a Pointe au Baril Community Facilities plan that includes the areas around the Community Centre, the Wharf and the former Chamber of Commerce building. While staff are awaiting the outcome of this funding (due September 16<sup>th</sup> 2021) another, much larger, funding opportunity has arisen with the Ontario Trillium Foundation. This funding stream will grant up to \$500,000 for the construction and/or renovation of large scale fixed equipment and infrastructure. This potentially significant funding amount would be ideal for upgrading the rink and placement of a roof.

This funding opportunity was announced August 19<sup>th</sup> and applications could not be started until September 1<sup>st</sup>. Closing date for applications is September 29<sup>th</sup>.

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### **ANALYSIS/OPTIONS**

#### **Option 1 – Recommended**

1. That Council approve the submission of an application to the Ontario Trillium Foundation, Community Building Fund – Capital Stream for funding to construct a roof over the Pointe au Baril Rink and, funds permitting, replace the rink boards, lighting, watering system and seating area.

Funding of this amount does not come by often and using this grant money to place a roof over the rink would be a worthwhile endeavour for the community of Pointe au Baril, surrounding communities and for The Archipelago as a whole.

Option 2 – Not Recommended

Do nothing.

It would be unfortunate not to take advantage of this funding opportunity.

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**FINANCIAL IMPLICATIONS**

Unclear at this time. Tatham Engineering is preparing an estimate for the cost of a roof based on previous engineering drawings that has to be submitted as part of the application. Another firm called International Arena Products will generate a cost estimate for fibreglass boards and tempered glass for the boards around the ends of the rink and the side facing the parking lot.

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**CONCLUSION**

1. That Council approve the submission of an application to the Ontario Trillium Foundation, Community Building Fund – Capital Stream for funding to construct a roof over the Pointe au Baril Rink and, funds permitting, replace the rink boards, lighting, watering system and seating area.

Respectfully Submitted,

  
\_\_\_\_\_  
Greg Mariotti  
Manager of Operational Services

I concur with this report  
and recommendation

  
\_\_\_\_\_  
John B. Fior  
Chief Administrative Officer