

REVISED AGENDA

REGULAR MEETING OF COUNCIL



Friday, May 20th, 2022

9:15 a.m.

Via Zoom Meeting

9 James Street, Parry Sound, Ontario

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



(Add-on)

1. CALL TO ORDER

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

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

2. DISCLOSURE OF PECUNIARY INTEREST

3. MINUTES OF THE PREVIOUS MEETING

i) Regular Meeting Of Council

Pages: 1 - 8

22- NOW THEREFORE BE IT RESOLVED that the Minutes of the Regular Meeting of Council held on April 22, 2022, be approved.

ii) Committee of the Whole Meeting

Pages: 9 - 14

- 22- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Committee of the Whole Meeting held on April 21, 2022, be approved.

iii) **Closed Committee of the Whole Meeting**

- 22- **NOW THEREFORE BE IT RESOLVED** that the Minutes of the Closed Committee of the Whole Meeting Minutes held on April 21, 2022, be approved.

4. **DEPUTATIONS**

9:30 a.m. **Kevin Trimble, Past Chair of Muskoka Watershed Council**

Pages: 15 - 27

5. **CLOSED MEETING**

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

OPEN MEETING

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

6. **UNFINISHED PLANNING BUSINESS**

7. **OFFICIAL PLAN/ZONING AMENDMENTS**

8. **CONSENT APPLICATIONS**

9. **SITE PLAN CONTROL**

10. **SHORE/CONCESSION ROAD ALLOWANCES**

11. **CAO REPORT ON COUNCIL DIRECTIONS**

Pages: 28 - 29

- 22- **NOW THEREFORE BE IT RESOLVED** that Council receives the May 2022 CAO Report on Council Directions, as distributed.

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

i) **Springhaven Lodge - Waterlot (relocation) NDMNRF Application**

- 22- **WHEREAS** the Township is in receipt of a Work Permit from the Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) with

respect to the relocation/reconfiguration of an existing waterlot at 32 Nares Inlet Road (Springhaven Lodge Limited), fronting Concessions 8 and 9, Part Lots 44 and 45, being SR LOC CL2234, Part of the Original Road Allowance and Part 1 on Plan 42R-20722, designated as Parcel 5556 PSNS, in the geographic Township of Harrison;

AND WHEREAS the owners currently have a waterlot fronting the property, and have applied to NDMNRF to reposition the waterlot, such that it is further from the abutting property owner to the east of the subject lands, and better situated fronting the subject property;

NOW THEREFORE BE IT RESOLVED that the Ministry of Northern Development, Mines, Natural Resources and Forestry be advised that Council has no objection to the relocation/reconfiguration of the waterlot, fronting the property located at 32 Nares Inlet Road, as illustrated in the application dated April 12, 2022

ii) Zoning By-law Amendment application - (Scudamore)

- 22- **NOW THEREFORE BE IT RESOLVED** that Council receives the Zoning By-law Amendment application for Island 836A, being Part Parcel 9170 PSNS, in front of the geographic Township of Harrison, and directs staff to complete a full review and circulate Notice for a future public meeting.



iii) Organics Waste Assessment

- 22- **NOW THEREFORE BE IT RESOLVED** that Council direct Staff to enter into an agreement with Food Cycler to supply 110 units in 2022 in order to implement a organics program using the food cycler municipal pilot program;

AND FURTHER BE IT RESOLVED that staff to directed to create a plan to assess ratepayer demand, so that additional units may be procured either in 2022 or 2023, if directed by Council.



iv) Township of Lake of Bays. Floating Accommodations

Pages: 62-63

13. CORRESPONDENCE

i) Council Correspondence

Pages: 30 - 33

- 22- **NOW THEREFORE BE IT RESOLVED** that Council receives the May 2022 Council Correspondence listing.

14. OTHER BUSINESS



i) 2022 Association of Municipalities of Ontario (AMO) Conference – August 14-17, 2022

- 22- NOW THEREFORE BE IT RESOLVED** that the following Council members are approved to attend the 2022 AMO Conference in Ottawa on August 14-17, 2022; Councillor MacLeod.

15. BY-LAWS

i) Crane Lake Condominium Agreement

Pages: 34 - 61

- 22-** Being a By-law to authorize the execution of a Condominium Agreement between N.D. McLennan (Crane Lake Condominium) and the Corporation of the Township of The Archipelago.



ii) Cost of OPP Services for 2022 Page:64

- 22-** Being a By-law to Impose Fees of Charges on Certain Classes of Person for the Cost of OPP Services for 2022.

16. QUESTION TIME

17. NOTICES OF MOTION



i) Waste Management System By-law

18. CONFIRMING BY-LAW

- 22-** Being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on May 20th, 2022.

19. ADJOURNMENT

Corporation of the Township of The Archipelago



**MINUTES
MEETING OF COUNCIL**

**April 22, 2022
9 James Street, Parry Sound, Ontario
Via Zoom Meeting**

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

Council Members Absent: Ian Mead Ward 5

Staff Present: John Fior, Chief Administrative Officer
Maryann Martin, Clerk
Greg Mariotti, Manager of Operational Services
Erin Robinson, Chief Financial Officer/Treasurer
Joe Villeneuve, Manager of Corporate Services
Alana Torresan, Executive Assistant

1. CALL TO ORDER

The meeting was called to order at 9:18 a.m., and commenced with the singing of the National Anthem, Roll Call, and the Traditional Land Acknowledgment Statement.

2. APPROVAL OF AGENDA

22-043

**Moved by Councillor MacLeod
Seconded by Councillor Zanussi**

NOW THEREFORE BE IT RESOLVED that the April 22, 2022 Revised Council Meeting Agenda, be approved.

Carried.

3. DISCLOSURE OF PECUNIARY INTEREST

Councillor Zanussi disclosed a pecuniary interest with respect to the request for additional fleet equipment resolution. Councillor Zanussi reported that he currently has a business relationship with the owner of the dealership in which the new vehicle would be purchased from.

4. MINUTES OF THE PREVIOUS MEETING

Regular Meeting of Council

22-044

Moved by Councillor MacLeod
Seconded by Councillor Barton

NOW THEREFORE BE IT RESOLVED that the Minutes of the Regular Meeting of Council held on March 11, 2022, be approved.

Carried.

Committee of the Whole Meeting

22-045

Moved by Councillor Ashley
Seconded by Councillor Emery

NOW THEREFORE BE IT RESOLVED that the Minutes of the Committee of the Whole Meeting held on March 10, 2022, be approved.

Carried.

5. SHORE/CONCESSION ROAD ALLOWANCES

Shore Road Allowance and Conveyance Administrative Policy

22-046

Moved by Councillor Sheard
Seconded by Councillor Frost

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

AND WHEREAS Council approved and passed Resolution 21-164 which allowed those Shore Road Allowance and Conveyance Applications with straight line extensions that require the Ministry of Northern Development, Mines, Natural Resources and Forestry approval to proceed without the said approval for a six-month period which ended March 17, 2022;

AND WHEREAS the Ministry of Northern Development, Mines, Natural Resources and Forestry (the Crown) continues to be unable to provide the required approvals at this time;

NOW THEREFORE BE IT RESOLVED that Council approves, for the next twelve months, allowing those Shore Road Allowance and Conveyance Applications with straight line extensions or extensions that do not encroach on Crown land, that require the Ministry of Northern Development, Mines, Natural Resources and Forestry approval to proceed without the said approval.

Carried.

Shore Road Allowance Application – John Monger & Odette Soriano

22-047

Moved by Councillor Emery
Seconded by Councillor MacLeod

NOW THEREFORE BE IT RESOLVED that Council approves the stopping up, closure and conveyance of the original shore road allowance fronting 1600 Georgian Bay Water on the basis of the straight-line extension of the side lot line on the south shore and a straight line slightly angled towards extension on the north shore of the property.

Carried.

6. CAO REPORT ON COUNCIL DIRECTIONS

22-048

Moved by Councillor Andrews
Seconded by Councillor Zanussi

NOW THEREFORE BE IT RESOLVED that Council receives the April 2022 CAO Report on Council Directions, as distributed.

Carried.

7. REPORT OF TASK FORCES/COMMITTEES

Georgian Cliffs Memorial Park Cemetery Advisory Committee Report, March 30, 2022

Councillor Manners provided Council with a summary of the two deputations made at the March 30, 2022 Georgian Cliffs Memorial Park Cemetery Advisory Committee, both of which requested that a gazebo be built at the Cemetery. Councillor Manners reported that the Advisory Committee did not have a recommendation to present on these items, but instead proposes that the Cemetery be included in the future Pointe au Baril facility plan.

Councillor Manners also provided an update on the re-launch of the Township Remembrance Day Banner Program; the new Cemetery marketing material; and the recent Bereavement Authority of Ontario (BAO) approval of the new 2022 Cemetery By-law.

8. DEPUTATIONS

Douglas Steiner. Bob Murray Sculpture

Douglas Steiner provided Council with a brief overview of the Bob Murray sculpture, Kawaatebishinge, that he and his wife have offered to donate to the Township. Mr. Steiner outlined the proposed donation process, which would involve an initial loan agreement between Steiner and the Township, followed by the Township accepting the sculpture as an official donation once the sculpture has received Canadian Cultural Property (CCPERB) designation.

Council thanked Mr. Steiner for his presentation and his generous donation to the Pointe au Baril community. Reeve Liverance reported that Council will make a decision on the acceptance of the sculpture later in the meeting.

9. REPORT OF TASK FORCES/COMMITTEES CONT'D

Schonenberger, Paul et al, Heming, Peter, et al
Ministry of Northern Development, Mines, Natural Resources and Forestry
Work Permit – Road extension over Crown land

22-049

Moved by Councillor Zanussi
Seconded by Councillor Ashley

WHEREAS the Township is in receipt of a Work Permit from the Ministry of Northern Development, Mines, Natural Resources and Forestry with respect to the construction of an extension to Raby's Road, across Crown land, to access 2 lots on Naiscoot Lake (46 and 48 Raby's Road), in the geographic Township of Harrison;

AND WHEREAS in accordance with Section 13.14 of the Official Plan, the owners are in the process of fulfilling the criteria with respect to the requisite policies, including Section 13.14 f) of The Official Plan, which requires that the owners of the subject properties enter into an indemnification agreement with the Municipality to be registered on title;

NOW THEREFORE BE IT RESOLVED that the Ministry of Northern Development, Mines, Natural Resources and Forestry be advised that Council has no objection to the construction of a road over Crown land to access the properties being 46 and 48 Raby's Road, located in the geographic Township of Harrison, subject to the owners entering into an agreement to be registered on title, indemnifying the Township of any liability for use of the road.

Carried.

Healey Lake Dam - West Outlet

22-050

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

WHEREAS the Healey Lake Dam (West Outlet), being one of two dams located on Healey Lake, was originally constructed in 1930, is a provincial asset and is managed by the Ministry of Northern Development, Mines, Natural Resources and Forestry;

AND WHEREAS an inspection report prepared for the Ministry, dated December, 2020, concluded that the condition of Healey Lake Dam (West Outlet) was in fair to poor condition, has undergone no major rehabilitation since its original construction, there is ongoing leakage of the dam that should be monitored, and maintenance repairs could be considered to extend the life of the structure, and that rehabilitation or replacement should be considered within the next 5 years;

AND WHEREAS the Healey Lake Property Owners Association (HLPOA) has expressed concern with respect to the current status of the dam and the lack of any planned rehabilitation or replacement, in accordance with the findings of the 2020 engineer's report;

NOW THEREFORE BE IT RESOLVED that Council hereby directs staff to contact the Ministry of Northern Development, Mines, Natural Resources and Forestry, outlining the concerns of the community, and request an update and additional information regarding timing of the planned maintenance or the upgrades to the Healey Lake Dam (West Outlet).

Carried.

Seabins – Memorandum of Understanding to transfer ownership to the Township of The Archipelago

22-051

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

WHEREAS the Township, in February 2020, commenced participation in Georgian Bay Forever's (GBF) Diversion 2.0 Project, investing \$6400.00 toward GBF's purchase of two Seabins, for use at the Pointe au Baril Wharf in the northern portion of The Archipelago and Holiday Cove Marina in the southern portion of The Archipelago;

AND WHEREAS the Diversion 2.0 Program concluded on March 31, 2022, and Georgian Bay Forever has requested that the Township enter into a Memorandum of Understanding (MOU), for the acquisition, maintenance and continued use of said Seabins;

AND WHEREAS Georgian Bay Forever, as part of the MOU, is requesting that participants continue to work cooperatively and continue the exchange of information through sustained monitoring, quantifying the pollution and trash being removed, uploading data to the larger collaboration through the International Trash Trap Network (ITTN), utilizing the data tracker app and other available tools;

NOW THEREFORE BE IT RESOLVED that Council hereby directs staff to enter into the Memorandum of Understanding (MOU) with Georgian Bay Forever (GBF), to obtain ownership of the Seabins, and that the Township commits to the continued use and collection of data in partnership with Georgian Bay Forever.

Carried.

Request for Additional Fleet Equipment

22-052

**Moved by Councillor Andrews
Seconded by Councillor MacLeod**

NOW THEREFORE BE IT RESOLVED that Council approve the purchase of a New Freightliner SD108 Single axle truck with plow and removable sander unit within a landscaping box at a cost of \$209,660, minus revenue from the sale of an existing 1 ton and tandem, estimated at \$70,000, for

a total outlay of approximately \$139,660. The expenditure will be covered by 2021 surplus funds, as this item was not previously budgeted for in 2022.

Carried.

Bob Murray Sculpture

22-053

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

NOW THEREFORE BE IT RESOLVED that Council direct staff to implement the relocation and installation of the Bob Murray Sculpture, owned by Ms. Jasmine Herlt and Mr. Doug Steiner to Pointe au Baril.

Carried.

Floating Cottages Committee

22-054

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

WHEREAS The Township of The Archipelago, located within the UNESCO designated Georgian Bay Biosphere, is a water based recreational community, comprised of several thousand islands in Georgian Bay, and a number of Inland Lakes;

AND WHEREAS the use of floating accommodations (i.e. Floating Cottages) is a growing concern within our community which is within the jurisdiction of all levels of government (Federal, Provincial and Municipal);

AND WHEREAS the Georgian Bay Association (GBA) is creating a strategic committee, to discuss and develop solutions and recommendations to address the cross jurisdictional issue;

NOW THEREFORE BE IT RESOLVED that Council appoints Peter Frost, Ward 2 Councillor, and Cale Henderson, Manager of Development & Environmental Services, to represent the Township on Georgian Bay Association's ad hoc committee.

Carried.

10. OTHER BUSINESS

Harold Elston, Integrity Commissioner. Report of the Matter of a Complaint Against Councillor Andrews

Harold Elston summarized his report on the complaint made against Councillor Greg Andrews. Mr. Elston provided Council with an overview of the three separate allegations made in the complaint, reported that all allegations have been dismissed.

11. CORRESPONDENCE

Council Correspondence

22-055

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

NOW THEREFORE BE IT RESOLVED that Council receives the April 2022 Council Correspondence listing.

Carried.

12. OTHER BUSINESS CONT'D

2022 Association of Municipalities of Ontario (AMO) Conference – August 14-17, 2022

22-056

Moved by Councillor Emery

Seconded by Councillor Sheard

NOW THEREFORE BE IT RESOLVED that the following Council members are approved to attend the 2022 AMO Conference in Ottawa on August 14-17, 2022; Reeve Liverance, Councillor Barton, and Councillor Sheard.

Carried.

13. BY-LAWS

Fire Protection Agreement – Blackstone Lake Area

2022-10

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

That By-law Number 2022-10, being a By-law to Authorize the Execution of an Agreement for Fire Protection Services (Blackstone Lake Area) between the Township of Seguin and the Township of The Archipelago, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Restricted Act of Council (Lame Duck)

2022-11

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

That By-law Number 2022-11, being a By-law to Authorize Delegated Authority for Certain Acts during the Restricted Authority (Lame Duck) Council Period, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Schonenberger, Paul et al and Heming, Peter et al - Authorize the execution of an agreement

Concession 11, Part Lot 28, being Lot 59 on Plan M321, including Part 3 on Plan 42R-15576 and Part 3 on Plan 42R-15682, and Lot 60 on Plan M321, including Part 2 on Plan 42R-15576 and Part 2 on Plan 42R-15682, in the geographic Township of Harrison

2022-12

**Moved by Councillor MacLeod
Seconded by Councillor Zanussi**

That By-law Number 2022-12, being a By-law to authorize the execution of an agreement between Paul Schonenberger et al and Peter Heming et al, and the Corporation of the Township of The Archipelago, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

**By-law Enforcement Services & Fire Prevention and Education Services.
Cancode Safety Services Inc. - Contract Renewal**

2022-13

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

That By-law Number 2022-13, being a By-law to authorize the Manager of Corporate Services and the Clerk to execute a contract between the Township of The Archipelago and Cancode Safety Services Inc. for the Provision of By-Law Enforcement Services and Fire Prevention and Education Services, and to appoint Municipal By-law Enforcement Officers, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Set And Levy The Rates Of Taxation For 2022

2022-14

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

That By-law Number 2022-14, being a By-law to Set and Levy the Rates of Taxation for Municipal Purposes for the Year 2022, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Set Tax Ratios For Municipal Purposes For 2022

2022-15

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

That By-law Number 2022-15, being a By-law to Set Tax Ratios for Municipal Purposes for the Year 2022, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Establish Capping Parameters For 2022 For Commercial And Industrial Classes

2022-16

**Moved by Councillor Emery
Seconded by Councillor MacLeod**

That By-law Number 2022-16, being a By-law to establish the Capping Parameters for the 2022 Final Taxes for Commercial and Industrial Classes, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Deeming By-law

156 South Crane Lake Road (Pocock)

2022-17

**Moved by Councillor Andrews
Seconded by Councillor Sheard**

That By-law Number 2022-17, being a By-law to deem Lot 1 of Plan M-239, in the geographic Township of Conger, not to be a part of a registered plan of subdivision in order that the said lot will merge on title with the shore road allowance being stopped up, closed and conveyed, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Memorandum of Understanding – Georgian Bay Forever

2022-18

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

That By-law Number 2022-18, being a By-law to authorize the Manager of Development & Environmental Services to execute the Memorandum of Understanding between the Corporation of the Township of The Archipelago, and Georgian Bay Forever, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

Amend Procedural By-law

2022-19

**Moved by Councillor Andrews
Seconded by Councillor Sheard**

That By-law Number 2022-19, being a By-law to amend By-law 2017-07, being a By-law for governing the calling, place and proceedings of meetings of Council, Task Forces and Committees of Council for the Township of The Archipelago, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

14. QUESTION TIME

Councillor Barton informed Council that she received a funding request from the Sans Souci and Copperhead Association (SSCA), to restore the Rene-Robert Cavelier, Sieur de La Salle monument located on Frying Pan Island.

Council discussed the request and voiced concerns regarding the funding of a monuments and statues in the Township.

Council directed John Fior to follow up with the President of SSCA to discuss the request.

15. CONFIRMING BY-LAW

2022-20

Moved by Councillor Andrews
Seconded by Councillor Sheard

That By-law Number 2022-20, being a By-law to Confirm the Proceedings of the Regular Meeting of Council held on April 22, 2022, be read and finally passed in Open Council this 22nd day of April, 2022.

Carried.

16. ADJOURNMENT

22-057

Moved by Councillor Andrews
Seconded by Councillor Emery

NOW THEREFORE BE IT RESOLVED that the Regular Meeting of Council held on April 22nd, 2022 be adjourned at 10:38 a.m.

Carried.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Martin, Clerk



MINUTES COMMITTEE OF THE WHOLE

April 21, 2022

Via Zoom Meeting

9 James Street, Parry Sound, Ontario

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

Staff Present: John Fior, Chief Administrative Officer
Maryann Martin, Clerk
Joe Villeneuve, Manager of Corporate Services
Cale Henderson, Manager of Development & Environmental Services
Greg Mariotti, Manager of Operational Services
Erin Robinson, Chief Financial Officer/ Treasurer
Alana Torresan, Executive Assistant

1. FINANCE AND ADMINISTRATION

2022 Budget

Erin Robinson provided the Committee with a summary of the 2022 Budget, highlighting notable operational budget variances and capital expenditures.

Councillor Emery and Councillor Andrews expressed concerns with the proposed Parry Sound District Museum donation amount, noting corners of the increase every year.

The Committee discussed the subject and directed the Museum Board representatives to raise the Township's concerns and work with Museum staff to ensure the organization is not solely reliant on municipal contributions moving forward.

Councillor Emery reported on a last minute donation request of \$3500 for Arts on the Bay for their summer dinner theater events at the Pointe au Baril Community Center. The Committee was in agreement with the donations of \$1000 to Whispering River Music and \$3500 to Arts on the Bay.

Staff was directed to bring the respective by-laws forward to the April Council Meeting.

Fire Protection Services Agreement – Blackstone Lake Area

Maryann Martin reported that Seguin Township has agreed to renew the Blackstone Lake area fire protection services agreement for an additional five-year term. Aside from six properties being added to the response coverage list, there are no proposed changes to the terms or fee structure.

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

Restricted Acts of Council -Lame Duck Period

Maryann Martin provided the Committee with a brief overview of the 'Lame Duck' position and the potential restricted acts of Council should a 'Lame Duck Council' be declared in the Archipelago during the Municipal Election process.

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

Amend Procedural By-law to Allow for Hybrid Meetings, and other minor amendments

Maryann Martin presented her recommended amendments to the Procedural by-law, which included the approval and definition of hybrid meetings, additional wording to the definition of quorum of Council, the inclusion of a traditional land acknowledgment statement, and additional deputation time allotment.

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

By-law Enforcement Services & Fire Prevention and Education Services. Cancode Safety Services Inc. - Contract Renewal

Joe Villeneuve provided a brief summary of the history of the Archipelago's by-law enforcement agreement with Cancode Safety Services Inc. Mr. Villeneuve reported that the new agreement reflects the recent approved changes to the by-law department, which involve the hiring of a new employee, and Cancode Safety taking on a training/mentoring role during this period.

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

The Committee recessed for a break at 10:48 a.m. and resumed business at 11:06 a.m.

Legal Update

No issues were raised.

2. PLANNING AND BUILDING

Schonenberger, Paul et al, Heming, Peter, et al Ministry of Northern Development, Mines, Natural Resources and Forestry Work Permit – Road extension over Crown land

Cale Henderson provided the Committee with an overview of the recent application to the Ministry of Northern Development, Mines Natural Resources and Forestry (NDMNRF) to realign a portion of Raby's Road, a privately maintained road, in order to maintain road access to two residential properties.

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

Healey Lake Dam - West Outlet

Cale Henderson reported that staff recently met with Councillor MacLeod to discuss the Healey Lake community's concerns regarding the state of the Healey Lake Dam and the difficulties that the Healey Lake Property Owners Association has encountered when attempting to discuss the issue with the Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF). Mr. Henderson's report recommended that Council direct staff to contact NDMNRF to discuss the community's concerns and request an update and additional information on the timing of the planned upgrades to the Healey Lake Dam.

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

Building Permit Summary

No issues were raised.

Cale Henderson provided the Committee with a verbal update on the topic of floating cottages. Mr. Henderson reported that himself and Councillor Frost were asked to join Georgian Bay Association's new strategic committee to develop recommendations to address the floating cottage issue.

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

3. ENVIRONMENT

Seabins – Memorandum of Understanding to transfer ownership to TOA

Cale Henderson provided the Committee with a short synopsis of the history of the seabin program and Georgian Bay Forever's (GBF) request that the Township enter into a Memorandum of Understanding to obtain full ownership of the seabins and commit to continue to collect data in partnership with the GBF.

The Committee discussed the topic and opportunities to partner with water based Archipelago businesses for future seabin location sites.

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

The Committee inquired about the Foodcyler program. Greg Mariotti reported that a report on the proposed program will be brought to the May Committee of the Whole Meeting.

4. PUBLIC WORKS

Operational Services Update

Greg Mariotti reported on various recent public work activities and initiatives.

Mr. Mariotti provided an update on the flare disposal days scheduled for this summer and the Township's Federation of Canadian Municipalities' 2022 Sustainable Communities Award submission, the installation of an HRV system in the Township's Municipal Office, and the submission of funding applications to purchase exercise equipment and addition roof insulation for the Pointe au Baril Community Centre.

Mr. Mariotti informed the Committee that an increased amount of falling rocks has been identified along Blackstone-Crane Lake Road and that caution signs have been posted to alert drivers. Options to remedy the issue are currently being investigated.

Mr. Mariotti reported that Doug Steiner, owner of the Bob Murray sculpture that has been offered as a donation to the Township, will be making a deputation at tomorrow's Council Meeting to answer any additional questions prior to Council's decision to accept the donation.

Request for Additional Fleet Equipment

Greg Mariotti provided the Committee with an overview of the Township's current fleet equipment inventory and staff's recommendation to purchase a new freightliner truck with plow and sander capabilities to replace two older vehicles currently in the fleet.

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

Pointe au Baril Facilities Plan

Greg Mariotti provided the Committee with a brief synopsis of Council's recent discussions pertaining to development opportunities in Pointe au Baril. Having invested over two million dollars in capital projects and upgrades to Pointe au Baril facilities over the last five years, Mr. Mariotti reported that it is in the Township's best interest to begin the first steps of developing a formal outdoor facilities plan for the Pointe au Baril settlement area. Mr. Mariotti highlighted the significant costs associated with plans of this nature and informed the Committee that staff has reached out to Mitacs, a non-profit national research organization with Canadian academia ties, to discuss opportunities to develop a plan at a lesser cost. Once staff receives a quote from Mitacs, a follow-up report will be brought back to the Council for further direction.

5. HUMAN RESOURCES

Closed Meeting

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

NOW THEREFORE BE IT RESOLVED that the Human Resources Committee move into a CLOSED MEETING at 12:24 p.m., pursuant to Section 239(2)(b) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, to deal with personal matters about an identifiable individual, including municipal or local board employees.

i) Human Resource Matters

Carried.

Open Meeting

**Moved by Councillor Emery
Seconded by Councillor MacLeod**

NOW THEREFORE BE IT RESOLVED that the Human Resources Committee move out of a CLOSED MEETING at 12:37 p.m.

Carried.

6. ADJOURNMENT

Meeting adjourned at 12:38 p.m.

TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Martin, Clerk

DRAFT



Muskoka
WATERSHED COUNCIL

20 Years of Championing Watershed Health!

Summer 2022

20 YEARS OF CHAMPIONING WATERSHED HEALTH

Muskoka Watershed Council was established in 2001 with the belief that the most effective way to sustain the watersheds of Muskoka is through cooperative approaches to watershed management.

Over the past 20 years, Muskoka Watershed Council has accomplished measurable success and strong public support in pursuit of its mission - *to champion watershed health*.

11 BEST PRACTICES BROCHURES
4 STEWARDSHIP BOOKLETS
18 POSITION PAPERS
STEWARDSHIP MATERIAL
Muskoka Watershed Council has produced a series of best practices and stewardship information packages for cottage and home owners, including the Living in Cottage Country handbook. There is a topic for everyone!

LOVE YOUR LAKE
Muskoka Watershed Council delivers the Love Your Lake Program, which assesses the shorelines of lakes and encourages lakefront residents to take stewardship action.
19 LAKES PARTICIPATING
6,113 PROPERTIES ASSESSED

5,323 NATIVE PLANTS IN THE GROUND
9 YEARS RUNNING
7,071 SQUARE METERS OF RESTORED SHORELINE
RE NATURALIZATION PROGRAMS
Muskoka Watershed Council has delivered several renaturalization programs, including The Natural Edge program to create important shoreline habitat, improve water quality, and promote environmental stewardship.

EDUCATION AND OUTREACH
MWC delivers the Muskoka Stewardship Conference, an event where the public learns about stewardship topics from renowned experts. MWC also helps coordinate the Muskoka Summit on the Environment, which promotes a dialog between science and policy to ensure healthy ecosystems in Muskoka and beyond.
6 STEWARDSHIP CONFERENCES
5 SUMMITS ON THE ENVIRONMENT

\$781,861 GRANTS AND FUNDRAISING
RAISED THROUGH THIRD PARTY FUNDING
To deliver stewardship programs and resources to the community, MWC relies on grants and fundraising. These funds greatly enhance MWC's success in championing watershed health.

Purpose

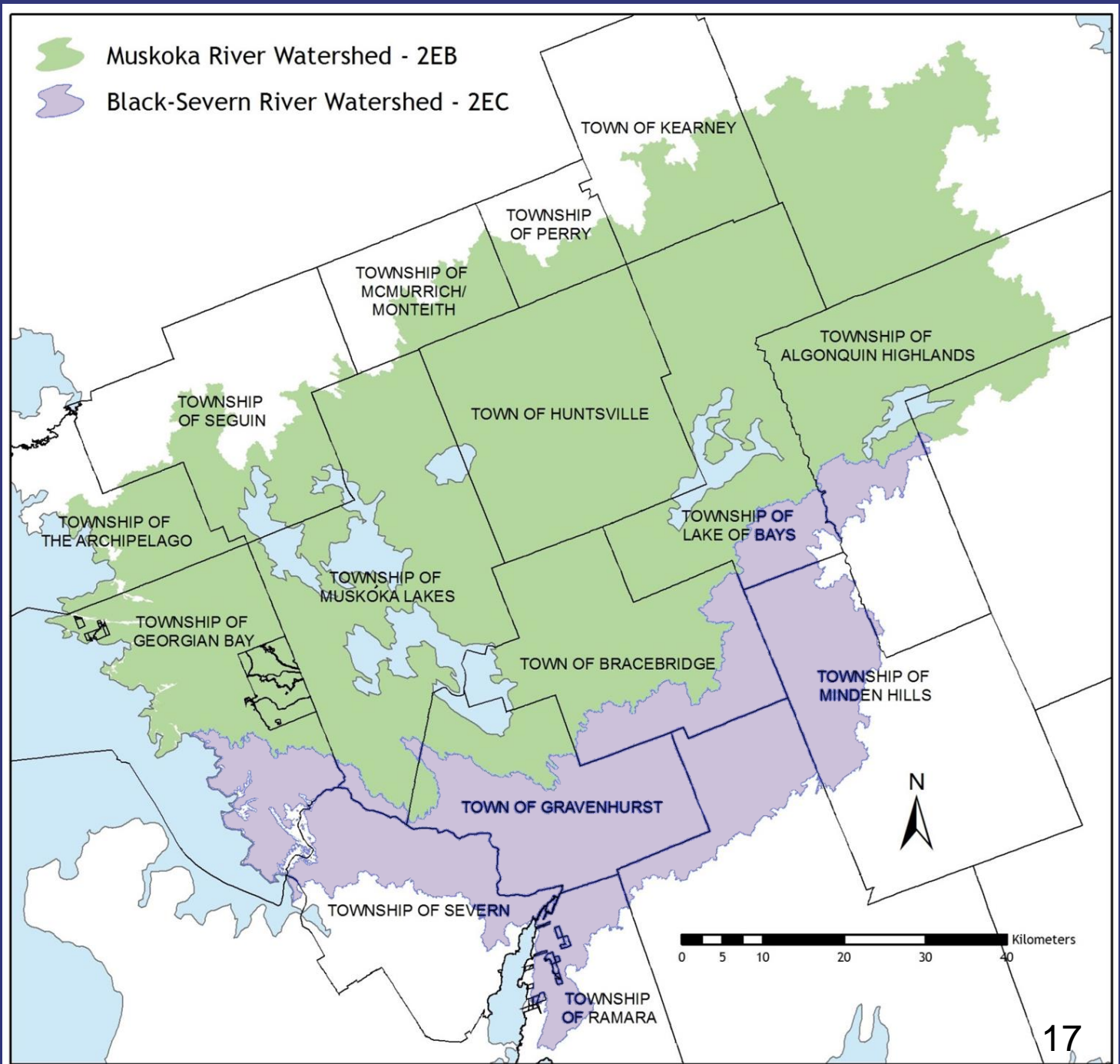
Our Mission

To Champion Watershed Health

Our Goal

To sustain and enhance the water and terrestrial ecosystems of the area's watersheds for the environmental, health, economic, spiritual and intrinsic values they provide.

Area of Interest



The Environment is Our Economy

Tourists spend
\$500+ MILLION
annually



\$212 MILLION
Food and
Beverages



\$109 MILLION
Accommodation



\$91 MILLION
Transportation



\$52 MILLION
Retail



\$36 MILLION
Entertainment
& Recreation

3.2+ MILLION
person visits annually



57%
Outdoor
& Sporting
Activities



18%
Visiting Friends
or Relatives



8%
National or
Provincial
Parks



6%
Cultural
Event



4%
Sightseeing



4%
Business,
Conference,
Seminar



3%
Restaurant
or Bar

Source: DMM Economic Development
and Community Profile, March 2019



Muskoka
WATERSHED COUNCIL

How We Operate

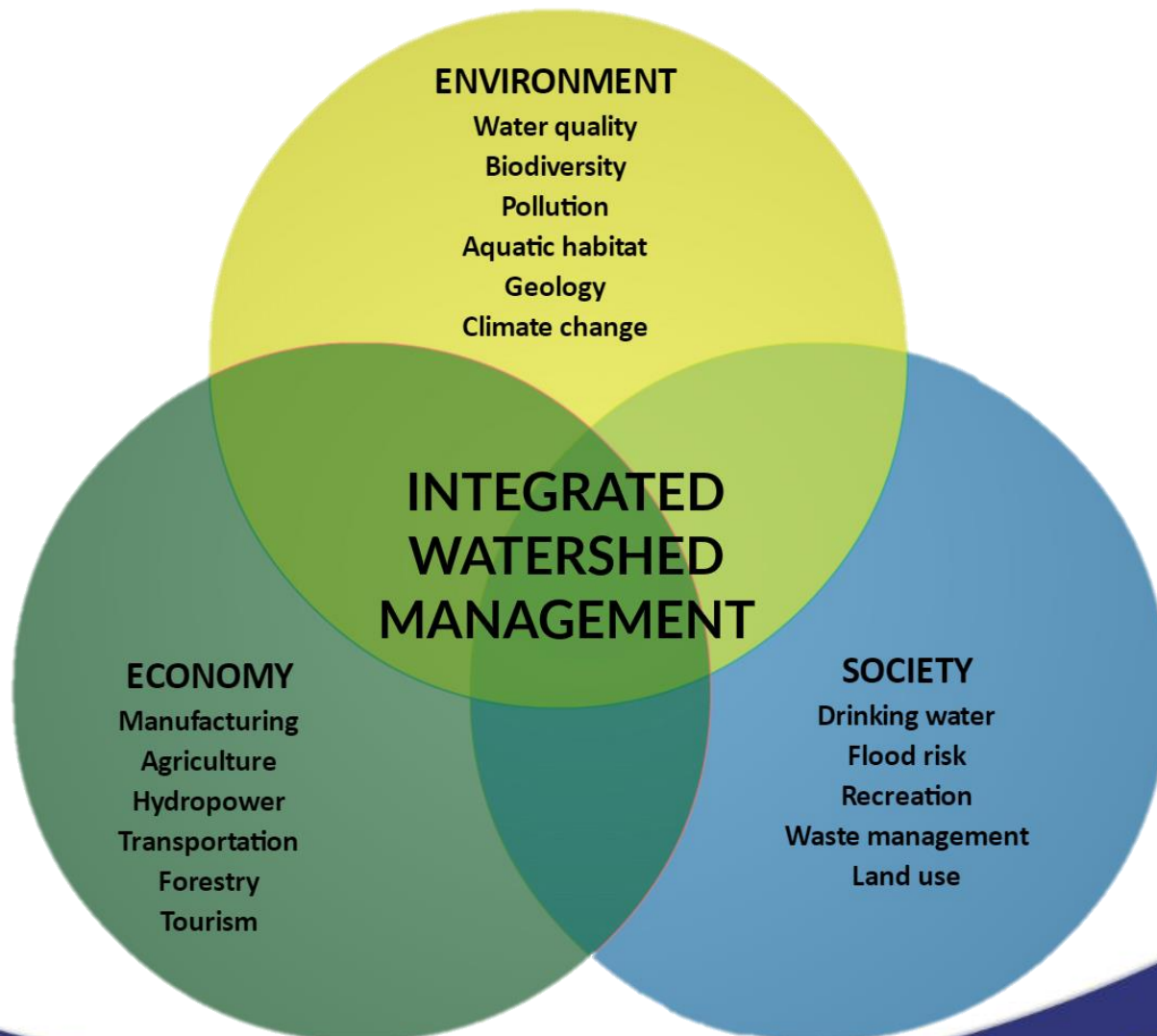




Muskoka
WATERSHED COUNCIL

Current Initiatives

Integrated Watershed Management



Community Round Table

Draft Membership Model



- Forum for community engagement
- Provide comments on current projects
- Articulate plan to move toward implementing IWM
- **Seeking municipal engagement**





MWC initiated a program in 2019 to pilot the collection and analysis of water samples for algae by citizen scientists in order to collect information on the abundance and seasonal cycles of all phytoplankton, and blue-green algae in particular, across Muskoka area lakes.

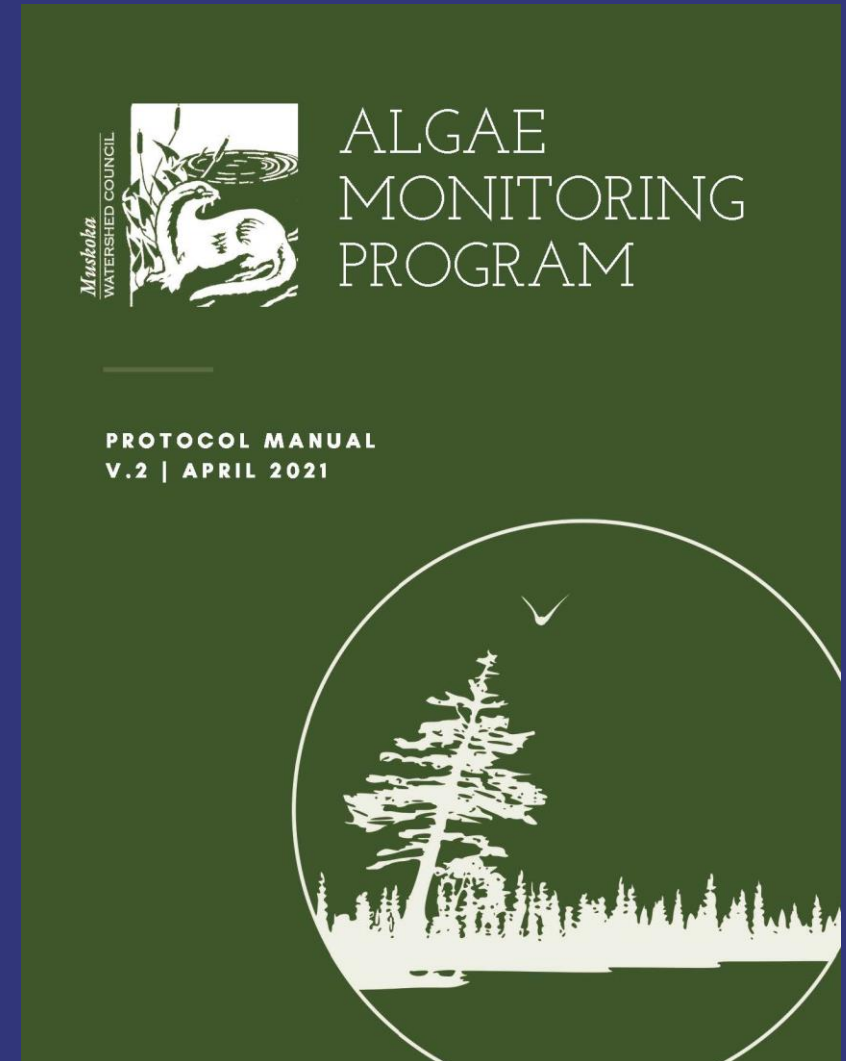


Pilot Successful: Next Steps

Pilot Participants

- Brandy Lake Assoc.
- Leonard Lake Stakeholders Assoc.
- Muskoka Lakes Assoc.
- Peninsula Lake Assoc.
- Three Mile Lake Assoc.

A reliable monitoring method has been developed and the program is being opened to other lake associations in 2022.



Other MWC Initiatives

Muskoka Watershed Report Card

2018

The Muskoka Watershed Report Card is a science-based evaluation of the health of Muskoka's watersheds. It is produced by Muskoka Watershed Council every four years, with 2018 being the fifth Report Card.

The Report Card provides a snapshot of watershed health by evaluating 8 indicators, 4 of which measure the health of the watershed, and 4 that consider potential threats.

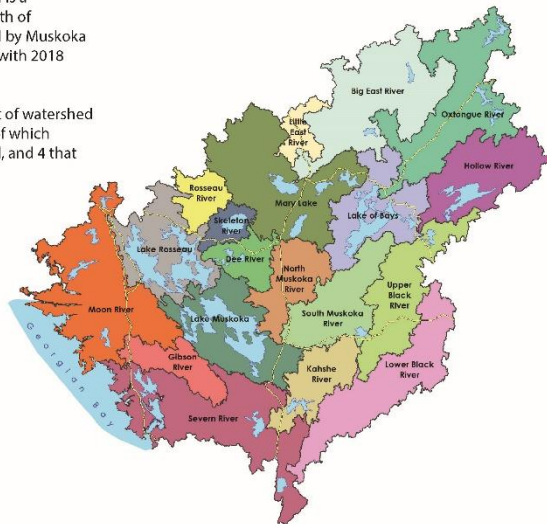
Health Indicators

- Total Phosphorus
- Calcium
- Benthic Macroinvertebrates
- Interior Forest

Threat Indicators

- Climate Change
- Species at Risk
- Invasive Species
- Fragmentation

Quaternary Watersheds of Muskoka



A watershed is an area of land that drains to a river, lake or stream. The Muskoka Watershed refers to all watersheds lying totally or partially within the District Municipality of Muskoka and includes areas in Algonquin Park, the Township of Seguin and the Township of Algonquin Highlands. All water in the Muskoka Watershed eventually flows into Georgian Bay.

The map above shows the nineteen subwatersheds within the Muskoka Watershed. A healthy watershed not only benefits our lakes, forests, and wildlife, but also supports our health, our communities, and the economy.



Muskoka Watershed Council (MWC) is a volunteer-based non-profit organization with the mandate to champion watershed health. MWC is comprised of representatives from a wide range of stakeholders and has been providing a coordinated and science-based voice on issues affecting the environmental quality of our watersheds since 2001.



Living in COTTAGE COUNTRY

What You Need To Know

Healthy Buffers
Building & Construction

Native Plants
SEPTIC SYSTEMS
Docks & Pathways

Wildlife
PERMITS & APPROVALS
& more



Muskoka
WATERSHED COUNCIL

Municipal Official Plan Recommendations



*Recommended policy
directions for guidance to
municipal and regional
government Official Plans in
the Muskoka Watershed*

December
2021

Muskoka
WATERSHED COUNCIL



Muskoka
WATERSHED COUNCIL



Muskoka

WATERSHED COUNCIL

Thank you.

**Learn more at
www.muskokawatershed.org**

CAO REPORT on COUNCIL DIRECTIONS - May 2022

Council Date	Department	Item	Update / Status	Date to return to
September 17, 2020	Corporate Services	Connectivity	Plan, land, agreements, communication	Ongoing
January 22, 2021	Planning	Site Alteration By-law	Public Information Session scheduled on Thursday, May 25. Purpose of session is to introduce topic and issue and obtain preliminary input from public that will guide development of draft by-law.	Ongoing
January 22, 2021	Planning	Land Supply Study	Study and Report presented to Council in October. Reviewing additional information to provide to Council.	Ongoing
April 9, 2021	Development/Operations	Phragmites	Phragmites resolution forwarded to all parties. Working towards implementing other direction (clean equipment protocol, follow up with MTO, implement best management practices, etc.)	Ongoing
May 21, 2021	Environment	Washing Machine Filters	Met with manufacturer/distributor to discuss partnership opportunities. Awaiting follow up from manufacturer.	Ongoing
August 20, 2021	Clerk	In Person Council Meetings/Upgrade of Council Chambers	Council approved the proposal from Michael Enterprise Audio & Visual for the Council Chambers Upgrades. Continue to monitor public health guidelines, recommendations and best practices to determine when it will be appropriate to commence in person meetings.	Ongoing
January 21, 2022	Operations	Councillor Ashley directed staff to look into purchasing Crime Stoppers Signs for Township transfer sites.	Costs included in March Ops report	Completed

CAO REPORT on COUNCIL DIRECTIONS - May 2022

Council Date	Department	Item	Update / Status	Date to return to
January 21, 2022	Operations	Staff was directed to look into implementing a VORR in Pointe au Baril harbour and requested that a resolution be brought forth for the February Council meeting.	Resolution drafted	Completed
January 21, 2022	Operations	Staff was directed to provide more information on how the waste coupon program will be rolled out and communicated within the community.	To be carried out after waste by-law implementation, likely for implementation next year.	Fall 2022
March 11, 2022	Clerk	Staff was directed to amend the Township's Procedural By-law to allow for Hybrid Meetings	Proposed by-law amendment to include hybrid meetings and other minor amendments	Completed
February, 2022	Develoment Services	New Planner & Buidling Inspector Position	Re-posted Buidling inspector position. Interviewing for Planning position.	Ongoing
March 11, 2022	Clerk	Staff was directed to amend the Township's Procedural By-law to allow for Hybrid Meetings	Proposed by-law amendment to include hybrid meetings and other minor amendments	Completed
April 2022	CAO	Request for donation SSCA	CAO has discussed the topic with SSCA President. No follow up required.	Completed
May 2022	CAO	Recruitment for Manager of Operational Services	Job has been posted with May 31 closing date.	Ongoing

Township of The Archipelago



COUNCIL CORRESPONDENCE **Regular Meeting of Council** **May 20, 2022**

REQUESTS FOR SUPPORT

[A]

FEDERAL GOVERNMENT

[01]

PROVINCIAL GOVERNMENT

- [02] MINISTRY OF THE ENVIRONMENT, CONSERVATION AND PARKS
RE: 2022 Provincial Day of Action on Litter – May 10, 2022
- [03] MINISTRY OF INDIGENOUS AFFAIRS
RE: Shawanaga First Nation Boundary Claim
- [04] MINISTRY OF NORTHERN DEVELOPMENT, MINES, NATURAL RESOURCES
AND FORESTRY
RE: Decision Notice – Proposed Regulation Changes under the Aggregate
Resources Act

MUNICIPALITIES

- [05] TOWNSHIP OF AMARANTH
RE: Resolution regarding concerns with the More Homes for Everyone Act
- [06] TOWN OF ARN PRIOR
RE: Resolution regarding humanitarian efforts in Ukraine
- [07] TOWNSHIP OF CRAMAHE
RE: Request to Province to reconsider elements of Bill 109, More Homes for
Everyone Act

- [08] TOWNSHIP OF EAST HAWKESBURY
RE: Request to Province to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements
- [09] THE MUNICIPALITY OF HASTINGS HIGHLANDS
RE: Request to Province to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements
- [10] TOWNSHIP OF HORTON
RE: Request to Province to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements
- [11] MULTI MUNICIPAL WORKING GROUP (MMWTWG)
RE: Request to Province to consider amending wind turbine setbacks
- [12] CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS
RE: Request to Province to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code
- [13] THE DISTRICT OF MUSKOKA
RE: Notice of Public Meeting Concerning an Amendment to the District of Muskoka Official Plan
- [14] TOWNSHIP OF MUSKOKA LAKES
RE: Response to Transport Canada's request for input on decibel limits on boat motor noise
- [15] SEGUIN TOWNSHIP
RE: Notice of Public Open House Official Plan Review and Update – Monday, April 24th, 2022
- [16] TOWN OF SOUTH BRUCE PENINSULA
RE: Request to Federal Government to review its home rebate program and consider implementing it in the same manner as in Ontario
- [17] CITY OF THOROLD
RE: Resolution regarding Russian Sanctions
- [18] CITY OF WATERLOO
RE: Request to Province to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code

- [19] CORPORATION OF THE TOWNSHIP OF ZORRA
RE: Request to Province for a plan of action to address joint and several liability

FIRST NATIONS

[20]

RATEPAYERS' ASSOCIATIONS

[21]

RATEPAYERS/OTHERS

- [22] MR. D. FRANCHUK
RE: Response to request for input regarding camping on waterways over public lands and the use of floating accommodations

AGENCIES

- [23] DISTRICT OF PARRY SOUND SOCIAL SERVICES ADMINISTRATION BOARD
RE: Chief Administrative Officer's Report May 2022
- [24] FEDERATION OF NORTHERN ONTARIO MUNICIPALITIES (FONOM)
RE: Ontario Northern Leaders' Debate Tickets on Sale
- [25] WEST PARRY SOUND ECONOMIC DEVELOPMENT COLLABORATIVE
RE: 2021 Census – Demographics and Dwelling Types Profiles

PLANNING

[26]

PLANNING BOARD

[27]

ENVIRONMENT

- [28] THE DECIBEL COALITION
RE: Call to provide feedback for Transport Canada's request for input on decibel limits on boat motor noise

MISCELLANEOUS

- [29] CANADIAN BROADCASTING CORPORATION (CBC)
RE: Why Quebec's law designed to crack down on illegal Airbnbs isn't working (article)

[30] DELOITTE LLP
RE: Independent Auditor's Report – Financial Statements of Municipal Property
Assessment Corporation

**THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO
BY-LAW NO. 2022-**

BEING a By-law to authorize the execution of a Condominium Agreement between N.D. McLennan (Crane Lake Condominium) and the Corporation of the Township of The Archipelago

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

AND WHEREAS the Council for the Corporation of the Township of The Archipelago deems it expedient to enter into an agreement with N.D. McLennan, to implement the condominium on the lands being Part of Lot 21, Concession 9, being Parts 1, 3, 5, 6 and 7 on Plan 42R-21246, in the geographic Township of Conger;

NOW THEREFORE BE IT ENACTED AS A BY-LAW of the Council of the Corporation of the Township of The Archipelago as follows:

1. That the Reeve and Clerk of the Corporation of the Township of The Archipelago be and are hereby authorized to execute all documents as may be required to enter into a condominium agreement with N.D. McLennan.
2. This By-law shall come into force and take effect on the day of the final passing thereof.

READ and FINALLY PASSED in OPEN COUNCIL this 20th, day of May, 2022.

REEVE

CLERK

CONDOMINIUM AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2022.

BETWEEN:

N.D. McLennan Limited
(hereinafter called the "Owner")

- and -

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO
(hereinafter called the "Township")

WHEREAS the Owner is the registered owner of the lands identified in Schedule "A" herein (herein after the "Condominium Lands");

AND WHEREAS the Condominium Lands are subject to a Draft Approval for a Standard Plan of Condominium issued by The Archipelago Area Planning Board and bearing file number SB01-16 (the "Draft Approval");

AND WHEREAS the Conditions of Draft Approval require the Owner to enter into an agreement with the Township pursuant to Section 51(26) of the *Planning Act*, R.S.O. 1990, as amended;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), THE OWNER AND THE TOWNSHIP HEREBY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

PART 1 ***APPLICATION***

1. SCOPE OF AGREEMENT

- 1.1 Description of Lands - The lands affected by this Agreement are the lands described in Schedule "A" hereto.
- 1.2 Plan Reference - For the purpose of this Agreement, references are made to the Plan of Condominium attached hereto as Schedule "B". Any further changes in the said Plan, or any changes in the Conditions of Draft Approval, may necessitate a change in the provisions of this Agreement.
- 1.3 Conformity with Agreement – The Owner covenants and agrees that no work shall be performed on the said lands except in conformity with:
 - (a) the provisions of this Agreement, including the schedules hereinafter referred to and attached hereto;
 - (b) all plans and specifications submitted to and accepted by the Township, being those Plans referenced in Schedule "E";
 - (c) all applicable Municipal By-laws;
 - (d) all applicable Provincial and Federal Legislation; and,
 - (e) the following reports submitted in support of the application for approval,

including:

- (i) Environmental Review, prepared by Fri Ecological Services, December 24, 2015;
- (ii) Crane Lake Resort Servicing Options Study, prepared by Georgian Engineering, December 2015; and
- (iii) Crane Lane House (the "Resort") Conversion to Condominiums, prepared by Georgian Engineering, August 11, 2017.

1.4 Reliance upon Representations – The Owner acknowledges that:

- (a) it has made representations to the Township that it will complete all works required herein, in accordance with the Plans filed and accepted by the Township and others; and,
- (b) the Township has entered into this Agreement in reliance upon those representations.

1.5 Schedules Attached – The following schedules are attached to and form part of this Agreement:

- Schedule "A" - Description of Lands
- Schedule "B" - Plan of Condominium
- Schedule "C" - Deeds, Easements and Conveyances
Mortgage Postponements Required
- Schedule "D" - Cash Deposits and Security
- Schedule "E" - Plans and Reports
- Schedule "F" - Potable Water and Wastewater Responsibility Agreement

2. DEVELOPMENT CHANGES

- 2.1 There shall be no changes in the Schedules attached hereto, or in any Plan accepted by the Township, or others, unless such proposed changes have been submitted to, and accepted by, the Township.

3. CONDITIONS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE TOWNSHIP

- 3.1 Prior to the execution of this Agreement by the Township, the Owner shall:

- (a) Land Ownership – be the registered owner in fee simple of the lands described in Schedule "A", and that there will be no encumbrances registered against the said lands which shall have priority to this Agreement;
- (b) Taxes – have paid all municipal tax bills issued and outstanding against the said lands;
- (c) Deeds and Easements – have delivered to the Township all transfers/deeds, discharges and easements or other documents required by Schedule "C";
- (d) Postponement Mortgage/Charge – file with the municipal solicitor, in a form satisfactory to him or her, a postponement of any mortgage/charge that may be registered in priority to this agreement;
- (e) Cash Deposits and Security – have paid to the Township all cash deposits and security required by Schedule "D";
- (f) Digital Plans – file with the Township two completed digital copies of the Plan of Condominium. Each digital copy of the Plan must be in electronic format as specified by the West Parry Sound Geography Network. The Owner shall be responsible for ensuring that all amendments to the Plan

occurring prior to the execution of this Agreement by the Township are incorporated into the digital submission; and,

- (g) Responsibility Agreement – the Responsibility Agreement, as contained in Schedule "F", has been executed by the Owner and the Township.

4. MUNICIPAL SERVICES TO BE CONSTRUCTED BY OWNER

4.1 Crane-Walker Road

Should the Owner apply, and the Township agree to the upgrading of Crane-Walker Road to year-round standards, the Owner shall be responsible for any costs associated with the upgrading of Crane-Walker Road to a year-round standard.

- 4.2 The cost of the work to upgrade Crane-Walker Road shall be in conformity with plans and specifications approved by the Township.

5. INTERNAL SERVICES

- 5.1 The Owner will construct and install, at its expense, the Internal Services which shall mean all of those works/services shown on and contained within the approved plans and reports referenced in Schedule "E".
- 5.2 The Owner, and upon establishment, the condominium corporation agree to maintain, repair and when necessary replace the Internal Services so that they will at all times be in good working order and in conformity with the terms of this Agreement. If, in the opinion of the Township, the Owner is not complying with the terms of this paragraph then the Township, its servants, agents or subcontractors shall have the right, upon 15 days written notice, to enter upon the said lands and carry out any work, at the expense of the Owner, necessary to maintain, repair or if necessary replace the said Internal Services. However, if in the opinion of the Township, the Owner's non-compliance with the terms of this paragraph constitutes a significant health or safety risk or an environmental hazard, then the Township shall give immediate notice and if the Owner does not remedy the situation as a prudent Owner should/would, the Township may enter upon the said lands and carry out any work, at the expense of the Owner, necessary to maintain, repair or if necessary replace the said Internal Services.
- 5.3 The water and sanitary sewage systems supplying water to and collecting and disposing of sanitary sewage from the units and common elements of the Plan of Condominium are intended to remain private and be operated, maintained and financially provided for on a private basis in accordance with the Responsibility Agreement, which is contained in Schedule "F" of this Agreement.
- 5.4 The Owner shall have a stormwater management / landscape plan prepared, to improve the quality of runoff into Crane Lake, and shall include measures to establish a vegetative buffer along the shoreline.
- 5.5 The Owner will implement appropriate stormwater management and construction mitigation measures prior to any site alteration occurring on the lands.
- 5.6 That prior to final approval, the Owner shall agree that a municipal numbering system be assigned to the satisfaction of the Township with regard to 911 emergency servicing, and that the Owner agrees to display the lot/unit numbering and corresponding assigned municipal address in a prominent location on each lot/unit.

PART 2 SPECIAL PROVISIONS

6. ARCHAEOLOGICAL AND CULTURAL HERITAGE

- 6.1 The Owner acknowledges the obligations imposed upon it under the *Ontario Heritage Act*, R.S.O. 1990, as amended and *Cemeteries Act (Revised)*, R.S.O. 1990 as amended. Should previously unknown or unassessed archaeological resources be uncovered during development or site alteration, that they are considered to be a new archaeological site and therefore subject to Section 48(1) of the Ontario Heritage Act. The proponents or person or property owner discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out fieldwork, in compliance with section 48(1) of the Ontario Heritage Act.

7. NOTICES IN AGREEMENTS OF PURCHASE AND SALE

- 7.1 The Owner agrees to include the following warning clause in all Offers of Purchase and Sale for all units within the Plan of Condominium:

"The Owner and any prospective owners are advised that threatened and endangered species may exist on the site. It is the responsibility of the landowner to identify threatened and endangered species and their habitat within the property prior to undertaking work/activity (e.g. construction, renovations, landscaping) and to ensure that the work/activity will not result in negative impacts. Landowners are encouraged to consult with their local Ministry of the Environment, Conservation and Parks District Office if they have questions about the Endangered Species Act. Any sightings of a threatened or endangered species during development and construction of the property must be reported to the Ministry of the Environment, Conservation and Parks."

- 7.2 The Owner agrees to include the following warning clause in all Offers of Purchase and Sale for all units within the Plan of Condominium:

"Purchasers are advised that the water and wastewater systems servicing the lands/units are privately owned and operated. The condominium corporation, and not the Municipality, is responsible for its operation and maintenance in compliance with applicable legislation. In the event the systems fail and/or require repair, modification, or replacement, it is the responsibility of the condominium corporation to effect and pay for such repair, modification or replacement."

- 7.3 The Owner shall include in all agreements of purchase and sale the foregoing warning clauses. The Owner and its successors in title agree and acknowledge that failure to include such notices in an agreement of purchase and sale shall entitle the purchaser to treat the agreement of purchase and sale as voidable.

8. GARBAGE

- 8.1 The Owner, and upon establishment, the condominium corporation, agrees that any external storage of garbage and other waste material will be within animal proof containers, used for the short-term collection of waste until it is transferred off-site to a waste management facility. Such containers will be located within a satisfactory enclosure, well screened from any abutting property and road. The Owner further agrees to ensure the proper care and control of garbage on the Condominium Lands.

9. SNOW REMOVAL

- 9.1 The Owner, and upon establishment, the condominium corporation, shall cause all snow to be removed from all internal roads and parking areas in the common elements on the condominium lands. The removal and storage of such snow shall not reduce the total number of required parking spaces nor cause damage

whatsoever by flooding or otherwise, to the adjoining lands. In this respect, the Owner, and upon establishment, the condominium corporation, shall, if necessary, make arrangements to physically remove such snow from the Owner's Lands. The removal of snow may require the trucking of same to another location for proper disposal in accordance with any applicable Federal, Provincial or municipal regulations. Neither the Owner, its agents or successors in title, will deposit any snow on municipal property without prior written approval.

PART 3 GENERAL PROVISIONS

10. CASH DEPOSITS AND SECURITY

10.1 The Owner shall lodge with the Township, those cash deposits and security more particularly described in Schedule "D", and at the dates specified herein.

10.2 In the event that the expenses of the Township exceed the amount of the cash deposits or security set out in Schedule "D", the Owner shall pay such excess charges within 30 days after demand by the Township.

11. EXPENSES TO BE PAID BY OWNER

11.1 Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.

11.2 The Owner shall pay such reasonable fees as may be invoiced to the Township by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.

11.3 All expenses for which demand for payment has been made by the Township shall bear interest at the rate of 12% per annum commencing 30 days after demand is made.

12. EMERGENCY SITUATION

12.1 If, in the opinion of municipal staff, there is an emergency situation as a result of any work undertaken by the Owner or its servants, or agents, which requires immediate attention to avoid damage to private or public property or services owned by the Township or to eliminate a potential hazard to persons, such work may be done immediately by the Township at the expense of the Owner, but notice shall be given to the Owner at the earliest possible time.

13. REGISTRATION OF CONDOMINIUM AGREEMENT

13.1 The Owner consents to the registration of this Agreement by the Township pursuant to Section 51(26) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended.

13.2 The registration expense shall be included as a legal expense to the Owner.

13.3 The Owner further agrees to execute such further and other Instruments and documents as may be required by the solicitor for the Township for the purpose of giving effect to this Agreement.

14. DELIVERY OF TRANSFERS OR OTHER DOCUMENTS

14.1 If there are any Transfers, Postponements of Charges or Discharges of Mortgages or other documents to be executed and delivered under this Agreement and as set out in Schedule "C", such documents shall be delivered to, and approved by the solicitor for the Township.

14.2 The consideration for such conveyances shall be the sum of Two (\$2.00) Dollars. The cost of preparation, execution and registration thereof shall be the responsibility of the Owner.

15. INDEMNIFICATION FROM LIABILITY AND RELEASE

15.1 The Owner covenants and agrees with the Township, on behalf of itself, its successors and assigns, to indemnify and save harmless the Township, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on his behalf in connection with the carrying out of the provisions of this Agreement.

15.2 The Owner further covenants and agrees to release and forever discharge the Township from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Township to carry out any of its obligations under this Agreement, or, as a result of the Township performing any municipal work on the said Lands or the adjacent properties, pursuant to this Agreement, which may damage or interfere with the works of the Owner, provided that such default, failure or neglect was not caused as a result of negligence on the part of the Township, its servants or agents.

16. ESTOPPEL OF OWNER

16.1 The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppels against the Owner in any such proceedings.

PART 4
NOTICES AND INTERPRETATION

17. NOTICES

17.1 Any Notice to be given by any party under this Agreement may be given by regular mail to:

Owner: Attn: Ned McLennan
 N.D. McLennan Limited



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

Any Notice given shall be deemed to be delivered 5 days following the date of mailing. Parties may also send Notice by facsimile transmission where a fax number has been provided to the other party. Any Notice given via fax shall be deemed to be delivered 1 day following the date of the fax transmission.

18. TIME OF THE ESSENCE

18.1 The parties hereto agree that time shall be of the essence in this Agreement.

19. INTERPRETATION

19.1 PROVIDED and it is hereby agreed that in construing these presents the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owners" or "Chargees" or "Mortgagees" and "his", "hers", "its", or "their", respectively as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted.

19.2 And that all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Township shall be equally secured to and exercisable by its successors and assigns as the case may be.

19.3 And that all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner, shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants, liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Owner on the day of , 2022.

Ned McLennan
I have the authority to bind the corporation.

By the Township on the day of , 2022.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Per: _____
Bert Liverance, Reeve

Per: _____
Maryann Weaver, Clerk

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE CONDOMINIUM AGREEMENT BETWEEN
N.D. McLENNAN LIMITED AND
THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Legal Description

Part of Lot 21, Concession 9 and Part of the Original Shore Road Allowance in front thereof, being Parts 1, 3, 5, 6 and 7 on Plan 42R-21246, geographic Township of Conger, now in the Township of The Archipelago.

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE CONDOMINIUM AGREEMENT BETWEEN
N.D. McLENNAN LIMITED AND
THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Draft Plan of Condominium for

Part of Lot 21, Concession 9 and Part of the Original Shore Road Allowance in front thereof, being Parts 1, 3, 5, 6 and 7 on Plan 42R-21246, geographic Township of Conger, now in the Township of The Archipelago.

Prepared by R.C. Hawkins, OLS, dated August 14, 2019, comprised of one (1) sheet, which shows the Draft Plan of Condominium consisting of 18 residential units within 16 buildings, exclusive use areas and common elements.

The Archipelago Area Planning Board File No. SB01-16.

SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE CONDOMINIUM AGREEMENT BETWEEN
N.D. McLENNAN LIMITED
AND THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

DEEDS AND EASEMENTS TO BE CONVEYED

All title documents shall be properly drawn and executed by the parties, with the appropriate Lot or Block number inserted in the description of the document, and the registered Plan Number shall be left blank, to be inserted by the solicitors for the parties after the Plan is registered and a Plan Number assigned.

The consideration for all conveyances shall be the sum of Two Dollars (\$2.00) and the cost of preparation, execution and registration thereof shall be borne by the Owner.

All documents to be registered, shall be prior approved by the Solicitor for the Township.

The following lands and easements shall be conveyed:

1. Lands to be conveyed to the Township

Nil

2. Easements to the Township

Nil

3. Conveyances to Others

Nil

4. Partial Discharges/Postponements of Mortgage Required

A postponement for any mortgage/charge on title at the time of registration (or proposed registration) of this Agreement.

SCHEDULE "D"

THIS IS SCHEDULE "D" TO THE CONDOMINIUM AGREEMENT BETWEEN
N.D. McLENNAN LIMITED
AND THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

CASH DEPOSITS, DEVELOPMENT CHARGES AND SECURITY

The Owner shall, on the dates specified herein, lodge with the Township the following described cash deposits and security.

1. **CASH DEPOSITS - FOR THE TOWNSHIP**

The following cash deposits are estimates only and are to be paid to the Township prior to the execution of this Agreement by the Township. In the event that the actual costs incurred by the Township exceed the deposits, such excess shall be invoiced to the Owner and be due and payable 30 days after demand:

- a) For legal and planning expenses and disbursements in connection with all matters related to this Condominium Agreement a preliminary
 - i) Deposit of \$2,000.00

2. **SECURITY**

Nil.

SCHEDULE "E"

THIS IS SCHEDULE "E" TO THE CONDOMINIUM AGREEMENT BETWEEN
N.D. McLENNAN LIMITED AND
THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

APPROVED PLANS AND REPORTS

1. Environmental Review
Crane Lake House Rezoning – Environmental Review
Prepared by Fri Ecological Services
Dated December 24, 2015
2. Crane Lake Resort
Servicing Options Study
Prepared by Georgian Engineering
Dated December 2015
3. Crane Lake House (the “Resort”) Conversion to Condominiums
Response to MMAH Comments
Prepared by Georgian Engineering
Dated August 11, 2017

SCHEDULE "F"

THIS IS SCHEDULE "F" TO THE CONDOMINIUM AGREEMENT BETWEEN
N.D. McLENNAN LIMITED
AND THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

POTABLE WATER AND WASTEWATER RESPONSIBILITY AGREEMENT

WATER AND WASTEWATER RESPONSIBILITY AGREEMENT

THIS AGREEMENT MADE BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO
(hereinafter called the "Township")

- and -
N.D. McLennan Limited
(hereinafter called the "Owner")

WHEREAS the lands affected by this Agreement are the Owner's Lands described in Schedule "A" (the "Owner's Lands");

AND WHEREAS the Owner intends to convert the existing tourist resort development on the Owner's Lands to a residential condominium and has applied under the Condominium Act, 1988 for approval of a condominium description with respect to the Owner's Lands (Application No. SB01-16);

AND WHEREAS the Archipelago Area Planning Board has granted approval of the proposed condominium subject to certain conditions;

AND WHEREAS the Owner's Lands are not served by a Municipal water system or wastewater system and the Owner intends to service such development with a Non-Municipal Drinking Water System as defined in the *Safe Drinking Water Act*, 2002 and the regulations thereto and private communal sewage disposal system (wastewater system);

AND WHEREAS such Water System will draw less than 50,000 litres per day and as such a Permit To Take Water is not required;

AND WHEREAS such Wastewater System will be designed to accommodate sewage flows greater than 10,000 litres per day;

AND WHEREAS the Owner will be responsible for the construction, maintenance and operation of the Systems;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto covenant and agree with one another as follows:

1. DEFINITIONS

- a. "Applicable Standards" shall mean any and all statutes, regulations, policies and guidelines of the Province of Ontario, any Certificates of Approvals, Orders or Permits (municipal or otherwise) which are applicable to the Systems.
- b. "Master Development Agreement" shall mean any agreement entered into with the Township pursuant to section 41 and/or 51 of the *Planning Act*, including any agreement imposed as a condition of the approval of a plan of condominium.
- c. "Reserve Fund" shall mean a reserve fund established in the declaration of the condominium corporation, which fund is, by operation of the *Condominium Act, 1998* dedicated exclusively for the repair and replacement of the Systems, and for no other purpose.
- d. "Systems" or "Water and Wastewater System(s)" means the "Water System" and "Waste Water System" as defined herein.
- e. "Wastewater System" means the sewage collection and treatment system existing and proposed to be located and constructed on the Owner's lands intended to service the residential condominium units and lands.
- f. "Water System" means the "Non-Municipal Drinking Water System as defined in the *Safe Drinking Water Act, 2002* and/or the "Non-Municipal Year-Round Residential System", as defined in Ontario Regulation 170/03, and existing and proposed to be located and constructed on the Owner's land intended to service the residential condominium units and lands.

2. GENERAL PROVISIONS

- a. The Owner shall provide all purchasers of any interest in the Owner's Lands with a copy of this Agreement prior to completing the transfer of any such property interests. The Owner shall not, at any time, represent, imply or suggest that the Systems are municipally owned and/or operated Systems or that there is any intent that such works shall become municipally owned and/or operated Systems.
- b. The Owner agrees to include the following warning clause in all Offers of Purchase and Sale for all units within the Plan of Condominium:

"Water and Wastewater Systems

Purchasers are advised that the water and wastewater systems servicing the lands/units are privately owned and operated. The condominium corporation, and not the Township, is responsible for its operation and maintenance in compliance with applicable legislation. In the event the systems fail and/or require repair, modification, or replacement, it is the responsibility of the condominium corporation to effect and pay for such repair, modification or replacement."

The Owner agrees and acknowledges that should the above-noted warning clause not be included in an Offer of Purchase and Sale, the prospective purchaser may void the Offer of Purchase and Sale.

- c. Any Notice to be given by any party under this Agreement may be given by:
 - i. Personal service on the parties hereto, or
 - ii. Prepaid first class mail addressed to the other party at their last known address which Notice shall be deemed to have been received 48 hours after mailing, or
 - iii. By telecopier message to the other Party at their last known telecopier number which shall be deemed to have been received at the time of sending.

- d. The following schedules are attached to, and form part of, this Agreement:

Schedule "A": Legal Description, Owner's Lands
Schedule "B": Plans and Reports
Schedule "C": Cash Deposits and Securities

3. OWNER'S OBLIGATIONS

- a. The Owner covenants that the Wastewater and Water Systems servicing the Owner's Lands have been upgraded as set out in the reports contained in Schedule "B", to satisfactorily service the proposed condominium units.
- b. The Owner agrees and acknowledges it is responsible for the design, construction, operation and use of the private communal water and sewage facilities, including all necessary financial operational and maintenance requirements associated therewith.
- c. The Owner shall provide the private communal water facilities in accordance with the Servicing Options Study prepared by Georgian Engineering dated December 2015 and further detailed in correspondence from Georgian Engineering dated August 11, 2017.
- d. The Owner agrees and acknowledges that it is responsible for obtaining an Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks for the Wastewater System.
- e. The Owner shall provide to the Township all documents and information as required by the Applicable Standards in accordance with the provisions therein.
- f. Upon request of the Township and/or where the Township is subject to an Order or direction issued by the Ministry of the Environment, Conservation and Parks as identified in section 6 of this Agreement, the Owner shall provide access to the Systems to the Township, its employees, servants, agents, etc.
- g. The Owner shall comply with all notices, Orders, directions issued by the Ministry of the Environment, Conservation and Parks and where the Owner has retained an "Accredited Operating Authority", the Owner shall comply with all directions, instructions, requisitions, reports, etc. issued by the authority concerning the operation of the Systems in compliance with the Applicable Standards and the Owner shall forthwith carry out the necessary remedial work and obtain all approvals necessary for such remedial work.
- h. The Owner agrees to include, in the condominium declaration, a requirement to establish a Reserve Fund for the sole purpose of maintaining, repairing and/or replacing the Systems as more particularly set out in Section 8.
- i. The Owner shall provide to the Township, prior to the execution of this agreement by the Township, the required cash deposits and security set out herein.

4. DEFAULT

- a. The Owner shall be in default of this Agreement if any of the following occurs:
 - i. The Owner fails to provide and/or maintain with the Township, the Financial Security required in this agreement;
 - ii. The Owner fails to maintain and operate the Systems in accordance with all applicable standards including, but not limited to, the *Safe Drinking Water Act*, 2002, the *Ontario Water Resources Act*, R.S.O. 1990, c.O.40, and any regulations passed

thereunder;

- iii. The Owner both fails to remedy a defect or deficiency in the Systems and fails to make arrangements with the Ministry of the Environment, Conservation and Parks to deal with such defect or deficiency;
- iv. The Owner both fails to comply with a Ministry of the Environment, Conservation and Parks Order relating to the Systems and fails to make arrangements with the Ministry of the Environment, Conservation and Parks to comply with such Order; or,
- v. The Owner otherwise fails to meet any of its obligations under this Agreement.

b. Remedies of Default:

Where the Township considers that the Owner is in default of its obligations under this Agreement the Township may, in its sole discretion, choose to remedy the default. Where the Township exercises its discretion to remedy, the following process shall apply:

- i. The Township shall give 15 days written notice in the event that it considers the Owner in default of its obligations under this Agreement;
 - ii. The Township will not take any action subsequent to a default by the Owner unless it has given written notice of the Owner in accordance with the provisions for giving notice set out in Section 2 (c);
 - iii. The Owner shall, within four (4) business days, reply to the Township's notice and the reply shall set out a plan and timetable (a "Rectification Plan") for the correction of the items set out in the Township's notice;
 - iv. The Rectification Plan shall be reviewed and approved by an independent engineer retained by the Township; the cost of whose retainer shall be funded by the Owner;
 - v. If the Owner does not submit the Rectification Plan within four (4) business days of receipt of the Township's notice, or does not make the corrections in accordance with the Rectification Plan as it may be amended with concurrence from the Township from time to time, the Township may assume full responsibility for the operation and maintenance of the applicable System or Systems until all default conditions are remedied; and
 - vi. In the event that a default is not corrected by the Owner in accordance with the provisions of this Section, the Township shall have the right to use the Financial Security to rectify all or part of the default.
- c. The exercise of discretion by the Township shall not be deemed or construed to be a condemnation of any acts or acts of omission of the owner. Furthermore, the exercise of any rights set out in subsection (b) shall not be deemed or construed to be an assumption of ownership by the Township.
- d. In addition to any of the foregoing, upon receiving notice in writing from the Township that the Township has been compelled to remedy a deficiency or to assume the applicable System or Systems (see section 6 herein), and wherein such notice the Township makes such request, the Owner and all individual owners of units in the development/condominium agree to terminate or cause to be terminated all human habitation of the Owner's Lands or any individual units, until such time as the provision of drinking water and/or sewage disposal services by the Owner and/or the Condominium Corporation or the Township has been restored.

5. EMERGENCY SITUATION

- a. Notwithstanding the provisions of Section 4(b) of this Agreement, if as a result of any work undertaken or not completed by the Owner, its servants or agents, or any act or omission by the Owner causes the operation and maintenance of the Systems to be so faulty as, at the sole determination of the Township or the Ministry of the Environment, Conservation and Parks, there are reasonable grounds to believe that a health hazard or an environmental hazard exists or is likely to be created (the "Emergency Situation"), the Township may immediately take such actions and complete such works as are necessary to repair the deficiency in order to rectify the Emergency Situation, and any such work shall be at the expense of the Owner, but written notice shall be given to the Owner at the earliest possible time following the determination of the existence of the Emergency Situation. In the event of an Emergency Situation, the Township may assume full responsibility for the operation and maintenance of the Systems until all default conditions are remedied to the satisfaction of the Township. Securities held by the Township and/or the Reserve Fund may be applied toward the costs incurred by the Township in the completion of the works. The determination by the Township that an Emergency Situation exists shall be final and binding upon the Owner, and the provisions of Section 14 (Estoppel) of this Agreement shall apply, mutatis mutandis, to such decision.

6. RIGHTS OF MINISTER OF THE ENVIRONMENT, CONSERVATION AND PARKS TO COMPEL TOWNSHIP TO REMEDY, ASSUME, ETC.

- a. The parties expressly acknowledge and agree that:
 - i. The Township shall not at any time be required or expected to assume ownership of or responsibility for the Systems except in accordance with any Order issued by the Ministry of the Environment, Conservation and Parks and the terms of this Agreement. Specifically, the parties agree that the Township shall only become responsible for the operation and maintenance of the Systems in the event, and only to the extent that, the Township is ordered to do so pursuant to Part 9 of the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32., or the *Ontario Water Resources Act*, R.S.O. 1990 c.O40. as amended or any similar or successor legislation; and
 - ii. In no circumstances shall the Township be deemed to have any obligation to provide water services to the owners or occupants of units within the proposed condominium except in accordance with this Agreement and/or any Order issued by the Ministry or be construed to be a landlord of or in respect of any units within the proposed condominium.
- b. The parties acknowledge, each to the other, that the *Safe Drinking Water Act* in Part 9, and the *Ontario Water Resources Act*, R.S.O. 1990, c.O.40 provides, that:
 - i. Where a "Director" within the meaning of the Acts reports in writing to the clerk of a municipality that he or she is of the opinion that it is necessary in the public interest that water works or any part thereof be established, maintained, operated, improved, shall forthwith to do every act and thing in its power to implement the report of the Director;
 - ii. If the Township fails to do everything in its power to implement the report forthwith after receiving it, and the time for taking an appeal has passed or there has been a final disposition of an appeal confirming or altering the report, the Director, with the approval of the Environmental Review Tribunal, may direct that whatever is necessary to implement the report or the report as confirmed or altered be done at the expense of the municipality, and may arrange for the Agency to do it; and
 - iii. The Minister of the Environment, Conservation and Parks or the Ontario Clean Water Agency may recover the expense incurred in implementing the report, with costs, by action in a court of competent jurisdiction, as a debt

due to the Crown or the Agency, as the case may be, by the municipality.

7. REGISTRATION OF AGREEMENT

- a. The Owner consents to the registration of this Agreement by the Township pursuant to Section 51(26) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended.
- b. The registration expense shall be included as a legal expense to the Owner.
- c. The Owner further agrees to satisfy all the requirements, financial and otherwise, of the Township of The Archipelago.

8. INDEMNITY

- a. In the event that the Township is made subject to or required to take action or incur any costs as a result of an Order or Report issued under the *Safe Drinking Water Act*, 2002, or the *Ontario Water Resources Act*, R.S.O. 1990, c.O40 or any similar or successor legislation, the Owner shall indemnify and save harmless the Township for any cost relating to or arising from such order.
- b. In addition to the indemnification given in subsection (a) above, the Owner shall indemnify and keep indemnified and save harmless the Township from all loss, damage, cost and expense of every nature and kind whatsoever arising from or in consequence of the construction, maintenance and operation of the Systems or any other matter under this Agreement, whether such loss, damage, cost or expense is incurred by reason of negligence or without negligence on the part of the Owner, and whether such loss, damage, cost or expense is sustained by the Township, the Owner or their several and respective employees, workmen, servants and agents, or any other person or corporation. Such indemnification shall expressly include any actions taken by the Township under authority of this Agreement or any applicable provincial legislation (including any direction by the Ministry of the Environment, Conservation and Parks under authority of an Order or other written direction).
- c. Without limiting subsections (a) and (b) the indemnity provided therein shall apply or include any such loss, damage, cost or expense that is incurred by the Owner, any condominium corporation or any individual owner of a unit/condominium unit arising from any municipal or provincial order requiring the temporary or permanent termination of human habitation on all or part of the Owner's Lands.

9. FINANCIAL SECURITY

Security

- a. The Owner shall provide to the Township security ("the Financial Security"), the purpose of which is to ensure that sufficient funds will be available for repair or replacement of the Systems and such that the Systems can be operated and maintained in accordance with the Applicable Standards by the Township should the Township be required to do so pursuant to the *Safe Drinking Water Act*, 2002, *Ontario Water Resources Act*, R.S.O. 1990, c.O.40 or any Order issued thereunder, as follows:
 - i. An amount equal to 25% of the Estimated Replacement Value, as set out in Schedule "C", until such time as the Township receives documentation confirming that the Reserve Fund is equal to or greater than 50% of the Estimated Replacement Value, whereupon the Township shall release 50% of the security held by the Township.
 - ii. Whereupon the Township has been provided with confirmation that the Reserve Fund has reached an amount equal to 100% of the most current Estimated Replacement Value, the Township shall reduce the

amount of Financial Security held by the Township to 0 (Zero)% of the Estimated Replacement Value.

- b. In addition to the Financial Security provided for in Section 9(a), the Owner shall also be responsible for all costs, including the Township's, related to the preparation of the "Estimated Replacement Value" pursuant to Section 9(e) and/or 9(f).
- c. For the purpose of Section 9(a) the amount set out in Schedule "C" shall be the "Estimated Replacement Value" until such time as a more current "Estimated Replacement Value" is obtained pursuant to Section 9(d), 9(e) and/or 9(f).
- d. The "Estimated Replacement Value", commencing from the date of execution of this agreement, shall be updated no less than every 6 years and shall be determined as follows:
 - i. The Owner shall retain a licensed professional engineer who shall provide a written report to the Township setting out the estimated amount to repair and/or replace the Systems, in accordance with the legislation and regulations applying to such Systems at that time. Such report shall include a summary/explanation of all measures taken, since the last report provided under this section, to upgrade/repair/replace the Systems (or major components thereof) in accordance with the Applicable Standards;
 - ii. The report referenced in subsection (i) shall be submitted no later than 6 months prior to the expiry of each 6 year period;
 - iii. The Township, may in its discretion, submit the report for a peer review by a licensed professional engineer;
 - iv. The Township shall establish the "Estimated Replacement Value"; and
 - v. existing amount of the Financial Security held by the Township and the "Estimated Replacement Value" and such costs incurred by the Township related thereto.
- e. Whereupon the Owner fails to submit the report required pursuant to section 9(d), the Township may do so in place of the Owner at its discretion.
- f. The Owner may initiate the approval of an updated "Estimated Replacement Value" in intervals less than 6 years if so desired.
- g. Whereupon the Owner has posted the Financial Security provided for in section 9(a) in the form of cash (certified cheque) or Letter of Credit approved by the Township, any such cash may be invested as allowed for under Provincial legislation and the policies of the Township. All interest earned shall be added to the Financial Security until such time as an updated Estimated Replacement Value is approved. The Township shall advise the Owner, upon receiving a written request, regarding the amount of any interest earned, and any such interest earned shall be credited to the Owner when or if additional security is required to be lodged pursuant to section 9(d).
- h. Upon the establishment of the condominium corporation, the Township may accept a reserve fund study prepared in accordance with the *Condominium Act, 1998*, as amended to determine the Estimated Replacement Value of the Systems in lieu of the procedure outlined in section 9(d). Where such reserve fund study is acceptable to the Township, the Township will provide notice that the requirements of section 9(d) have been waived. Such waiver shall only apply to such reserve fund study as is referenced therein and shall not be construed or deemed to be a continuing waiver of the requirements set out in section 9(d).

Condominium Corporation Reserve Fund

- i. The Owner acknowledges that the Systems are intended to serve a condominium development and the Owner agrees that:
 - i. the ownership of the Systems will be transferred to the condominium corporation(s);
 - ii. the declaration for the proposed condominium corporation will include provision(s) requiring the establishment of a specific reserve fund for the Systems (as an asset of the corporation and/or a component of the common elements);
 - iii. the aforementioned declaration shall also provide that, in the event the Township is subject to any order, directions, etc. as contemplated in section 6(b) herein, upon the written request of the Township, the reserve fund shall be paid to the Township and that such funds may be used by the Township as security hereunder for the purposes set out in section 9(a) herein;
 - iv. the aforementioned declaration and provisions shall provide that upon dissolution, any monies remaining in the reserve fund are a debt owing to the Township for the purposes of being added to security held under section 9(a);
 - v. the aforementioned declaration and provisions shall include express authority for the corporation(s) to borrow money for the specific purpose of repairing, operating, maintaining and/or replacing the Systems should the Reserve Fund be insufficient for such purpose.
 - vi. The contents of the declaration, as related to subsections (ii) through (v) inclusive above shall be subject to approval by the Township.

10. USE OF SECURITY

- a. The Financial Security received and held by the Township may be used as security for any item or matter which under the terms of this Agreement is the responsibility of the Owner.
- b. Exceeding Cost Estimates - If the costs of repairing or replacing the Systems exceed the amount of the Financial Security held by the Township, notwithstanding the existence of such Financial Security, the Owner shall pay to the Township such excess amount within 30 days after invoicing by the Township. All overdue accounts shall bear interest at the rate of 15% per annum.

11. WARNING: ADDITIONAL REMEDIES AND COST RECOVERY MECHANISMS

- a. If the costs of repairing or replacing the Systems exceeds the amount of the Financial Security held by the Township, notwithstanding any obligations and remedies arising under subsection 10(b), the Township may utilize its authority under Part XII of the *Municipal Act*, 2001 to impose fees and charges upon the owners of the lands which are serviced by the Systems (or such repaired or replaced Systems).

12. EXPENSES TO BE PAID BY THE OWNER

- a. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless the context otherwise requires.
- b. The Owner shall pay such reasonable fees as may be invoiced to the Township by its Solicitor in connection with all work to be performed as a result of the provisions of this Agreement.

- c. All expenses for which demand for payment has been made by the Township, shall bear interest at the rate of 15% per annum commencing 30 days after demand is made.
- d. In the event that the Township finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Township, to review the plans of the Owner and/or carry out onsite inspections of the work performed, the Township will advise the Owner accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Owner. The Township may require a deposit for this purpose.

13. CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY THE TOWNSHIP

- a. Prior to the execution of this Agreement by the Township, the Owner shall:
 - i. Taxes – have paid all municipal tax bills issued and outstanding against the said lands;
 - ii. Postponement Mortgage/Charge – have filed with the municipal solicitor, for his approval, a postponement of any Mortgage/Charge in favour of this agreement;
 - iii. Cash Deposits & Security – have paid to the Township all cash deposits, development charges and security required hereunder;
 - iv. Land Ownership - be the registered owner in fee simple of the lands described in Schedule "A", and that there will be no encumbrances registered against the said lands which will have priority to this Agreement when registered;
 - v. Declaration - have provided to the Township, for its approval, the declaration of the condominium corporation (or amended declaration as the case may be) and have received confirmation from the Township that the requirements of section 9(d) have been addressed to the Township's satisfaction.
 - vi. Environmental Compliance Approval – have provided to the Township a copy of the Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks for the Wastewater System.

14. ESTOPPEL OF OWNER AND SEVERABILITY

- a. The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.
- b. The Owner agrees and acknowledges that it will not make any request in writing or orally of the Ministry of the Environment, Conservation and Parks to issue an order requiring the Township to assume responsibility for the operation, maintenance, repair or replacement of the water services.

15. ENTRY UPON THE OWNER'S LAND

- a. The Owner consents and grants to the Township the right, in the nature of a temporary easement, to enter upon and where necessary to make modifications, alterations, conduct repairs, upgrades, etc. upon the lands and Systems where such entry and modifications, alterations, conduct repairs, upgrades, etc., is authorized and/or required as a result of:
 - i. any default of the Owner which the Township has elected to remedy pursuant to section 4(b); or

- ii. any Order or other written direction of the Ministry of the Environment, Conservation and Parks.

- b. This Agreement shall run with the land and all covenants and provisions herein shall be binding upon the parties hereto and their respective successors and assigns. The Owner consents to the registration of this Agreement, by the Township, upon the title of the Owner's Lands where such registration is permitted under the *Land Titles Act*. The Owner further agrees to execute such further and other Instruments and Documents as may be required by the Township for the purpose of giving effect to this Agreement.
- c. The Owner shall not make any application or permit or authorize any person to make application, to remove this Agreement from the title of the lands.

16. ENTIRE AGREEMENT

- a. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- b. This Agreement and the schedules hereto constitute the entire agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied herein or therein.
- c. There shall be no changes in the Schedules attached hereto, or in any Plan accepted by the Township or others, unless such proposed changes have been submitted to, and approved by, the Township.

17. ATTACHED SCHEDULES

- a. It is agreed that everything included in this Agreement and the Schedules attached thereto, together with all engineering drawings, material and undertakings filed by the Owner and accepted by the Township, or by any Ministry of the Government, shall be included in and form part of this Agreement.
- b. The Plans attached hereto as Schedules are either photographic or photostatic reductions or reproductions of the original plans filed and accepted by the Township. Where uncertainty exists as to the content or accuracy of the plans, the reader should refer to the original full scale drawings filed with the Township.

18. INTERPRETATION

- a. The parties agree that in interpreting the provisions of this Agreement:
 - i. the word "Owner" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Owners" and "his", "hers", "its", or "their", respectively as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be so construed as agreeing with the said word or pronoun so substituted;
 - ii. all covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Township shall be equally secured to and exercisable by its successors and assigns as the case may be;
 - iii. all covenants, liabilities and obligations entered into and imposed hereunder upon the Owner shall be equally binding upon his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Owner on the day of , 2022.

Ned McLennan
I have the authority to bind the corporation.

By the Township on the day of , 2022.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Per: _____
Bert Liverance, Reeve

Per: _____
Maryann Weaver, Clerk

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE WATER AND WASTEWATER RESPONSIBILITY
AGREEMENT BETWEEN N.D. McLENNAN LIMITED AND THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO

Legal Description

Part of Lot 21, Concession 9 and Part of the Original Shore Road Allowance in front thereof,
being Parts 1, 3, 5, 6 and 7 on Plan 42R-21246, geographic Township of Conger, now in the
Township of The Archipelago.

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE WATER AND WASTEWATER RESPONSIBILITY
AGREEMENT BETWEEN N.D. McLENNAN LIMITED AND THE CORPORATION OF
THE TOWNSHIP OF THE ARCHIPELAGO

APPROVED PLANS AND REPORTS

1. Crane Lake Resort
Servicing Options Study
Prepared by Georgian Engineering
Dated December 2015
2. Crane Lake House (the "Resort") Conversion to Condominiums
Response to MMAH Comments
Prepared by Georgian Engineering
Dated August 11, 2017

Copies of the said Report may be viewed at the Township of The Archipelago
Municipal Offices.

SCHEDULE "C"

THIS IS SCHEDULE "C" TO THE WATER AND WASTEWATER RESPONSIBILITY AGREEMENT BETWEEN N.D. McLENNAN LIMITED AND THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

CASH DEPOSITS AND SECURITIES

The Developer shall, on the dates specified herein, lodge with the Township the following described cash deposits, capital levies and security.

1. TYPE OF SECURITY

Any security required to be filed under this Agreement, shall be by a certified cheque or a Letter of Credit valid for a period of 1 year with extension provisions and prepared in a form provided by the Township (which shall be drawn on a Schedule 1 Chartered Bank of Canada and shall be for the amount hereafter set out).

2. CASH DEPOSITS – FOR THE TOWNSHIP

The following cash deposits are estimates only and are to be paid to the Township prior to the execution of this Agreement by the Township. In the event that the actual costs incurred by the Township exceed the deposits, such excess shall be invoiced to the Owner and be due and payable 30 days after demand:

a) For legal and planning expenses and disbursements in connection with all matters related to this Responsibility Agreement:

i) A preliminary deposit of \$8,063.07

3. SECURITY SUMMARY

a) Water and Wastewater Systems

i) Estimated Replacement Value \$87,500.00



T	705-635-2272	TOWNSHIP OF LAKE OF BAYS
TF	1-877-566-0005	1012 Dwight Beach Rd
F	705-635-2132	Dwight, ON P0A 1H0

April 12, 2022

Via email: TC.MinisterofTransport-MinistredesTransports.TC@tc.gc.ca

Minister of Transport Canada
5th Floor
777 Bay St.
Toronto, ON
M7A 1Z8

Dear Hon. Omar Alghabra,

RE: Notice of Motion – Floating Accommodations

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted motion was presented at the last regularly scheduled Council meeting on April 12, 2022 and the following resolution was passed.

“Resolution #8(a)/04/12/22

WHEREAS floating accommodations have become a growing concern in that they will affect the environment, character, tranquillity and the overall enjoyment of Lake of Bays and regulating these floating accommodations is a top priority for the Township of Lake of Bays;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby requests that Transport Canada amend the Canada Shipping Act 2001 by adding the following to the Act:

- **All vessel greywater be discharged into a holding tank and disposed of as per Provincial regulations for new vessels; and**
- **All floating accommodations are required to conform to all Provincial and municipal regulations and by-laws.**

...2



T	705-635-2272	TOWNSHIP OF LAKE OF BAYS
TF	1-877-566-0005	1012 Dwight Beach Rd
F	705-635-2132	Dwight, ON P0A 1H0

Page 2

AND FURTHER THAT the Council of the Corporation of the Township of Lake of Bays hereby requests that Northern Development, Mines, Natural Resources and Forestry (NDMNRF) amend Ontario Regulation 161/17 to include the following:

- **Post signs to restrict floating accommodation/camping on the water in southern Ontario (Muskoka south) and that a permit from the NDMNRF is required and a permit will not be granted without the consent of the local municipality;**
- **Camping is reduced from 21 days to 7 days;**
- **Not permit any camping on the water within 300m of a developed lot or within a narrow water body of 150m; and**
- **Should a municipality have more restrictive by-laws related to camping, these by-laws would apply.**

AND FURTHER, THAT Council hereby directs the Clerk to forward this resolution to the Minister of Transport Canada, the Premier of Ontario, Scott Aitchison, MP, Norm Miller, MPP, Minister of Northern Development, Mines, Natural Resources and Forestry (NDMNRF), Association of Municipalities of Ontario and all municipalities in Ontario.

Carried.”

In accordance with Council’s direction, I am forwarding you a copy of the resolution for your reference.

Please do not hesitate to contact me should you have any questions or require clarification in this regard.

Sincerely,

Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk

CS/lv

Copy to: Premier of Ontario
Member of Parliament,
Local member of Provincial Parliament
Minister of Northern Development, Mines, Natural Resources & Forestry
Association of Municipalities
Municipalities in Ontario

The Corporation of the
TOWNSHIP OF THE ARCHIPELAGO
BY-LAW NO. 2022-

A By-law To Impose Fees or Charges on Certain Classes of Persons for the
Cost of OPP Services for 2022

WHEREAS pursuant to Section 391 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, Council is empowered to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it, and for costs payable by it for services or activities provided or done by or on behalf of any other municipality, or local board;

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

1. That the charges payable under this by-law shall be paid by the registered owner or owners of the lots identified on Schedule "A";
2. The charges payable pursuant to this by-law shall be \$196.49 per lot for 2022 and payable on the same date as municipal final taxes are due.
3. Charges payable under this by-law constitute a debt of the person or persons charged, and if unpaid, shall be added to the tax roll for any real property in the municipality owned by such person or persons and may be collected with interest in like manner as municipal taxes;
4. Interest charges for all charges due and unpaid shall be calculated in like manner as municipal taxes;
5. That this By-Law shall come into force and take effect on the day of the final passing thereof.

READ and FINALLY PASSED in OPEN COUNCIL this **20th** day of May, **2022**.

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO

Bert Liverance, Reeve

Maryann Martin, Clerk