

**THE CORPORATION OF THE MUNICIPALITY OF MCDOUGALL  
COMMITTEE/COUNCIL MEETING**

**TO BE HELD WEDNESDAY, SEPTEMBER 1, 2021 AT 7:00 P.M.**

**AGENDA**

**1. CALL TO ORDER**

**2. DECLARATIONS OF INTEREST**

**3. PRIORITIZATION OF AGENDA**

**4. ADOPTION OF MINUTES**

- i) THAT the minutes of the Committee/Council Meeting held on August 11, 2021 be adopted as circulated. **Rsl.**

**5. DEPUTATIONS**

**Matters Arising.**

**6. PLANNING/BUILDING**

- i) John Jackson, Parry Sound Area Planning Board **(attachment)**  
Re: Consent Application B29/2021 (McD) Lucas, 2 new lots fronting on Lorimer Lake.  
Comments from the Lorimer Lake Cottage Association

**Matters Arising.**

**7. BY-LAW ENFORCEMENT**

**Matters Arising.**

**8. FIRE PROTECTION**

- i) Sylvia Jones, Solicitor General. **(attachment)**  
Re: Condolences for the loss of Fire Chief Brian Leduc.
- ii) Mario Di Tommaso, Deputy Solicitor General, Community Safety. **(attachment)**  
Re: Condolences for the loss of Fire Chief Brian Leduc.
- iii) Linda West, The Rotary Club of West Parry Sound. **(attachment)**  
Re: Letter of appreciation for the assistance from Fire Chief Brian Leduc.

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- iv) Captain Competition. **Rsl.**  
Re: Appointments.

**Matters Arising.**

**9. EMERGENCY MANAGEMENT**

**Matters Arising.**

**10. RECREATION**

**Matters Arising.**

**11. PUBLIC WORKS**

**Matters Arising.**

**12. ENVIRONMENT**

- i) Waste Management.

**Matters Arising.**

**13. FINANCE**

- i) Accounts Payable. **Rsl.**

**Matters Arising.**

**14. ADMINISTRATION**

- i) The Federation of Northern Ontario Municipalities (FONOM).  
**(attachment)**  
Re: Media Release – FONOM had a productive meeting with members of Premier Ford's Cabinet during the AMO Conference.
- ii) Gravel Watch Ontario. **(attachment)**  
Re: Comments regarding the proposed Land Use Compatibility Guidelines.

**Matters Arising.**

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**AGENDA**

**15. REQUESTS FOR SUPPORT**

**Matters Arising.**

**16. MOTIONS OF WHICH NOTICE HAS BEEN PREVIOUSLY GIVEN**

**17. COMMITTEE REPORTS**

- i) North Bay Parry Sound District Health Unit. **(attachment)**  
Re: News Releases, and Public Service Announcements.
  - a) Dr. Chirico Revokes Class Order Under Section 22 of the Ontario Health Protection and Promotion Act
  - b) Health Unit Applauds Community Efforts in Slowing the Spread of COVID-19
  - c) Health Unit Reports Increase of Lyme Disease in District
  - d) Bring the COVID-19 Vaccine to You with the Mobile Clinic Request Form
  - e) COVID-19 Vaccine Clinics Cancelled at Sturgeon Falls Farmer's Market Location and Omischl Field in North Bay
  - f) COVID-19 Vaccine Clinics to be Held August 10 to 14 Walk-Ins Welcome
  - g) COVID-19 Vaccine Clinics to be held August 16 to 22, Walk-ins Welcome
  - h) Mobile Vaccine Clinic is on the Move
- ii) District of Parry Sound Social Services Administration Board.  
**(attachment)**  
Re: 2020-2021 District of Parry Sound Housing and Homelessness Plan Report.
- iii) Belvedere Heights. **(attachment)**  
Re: Planning for the Future! Update August 9, 2021.
- ii) North Bay Parry Sound District Health Unit. **Rsl.**  
Re: Cost Sharing Resolution

**Matters Arising.**

**18. REPORT OF THE CAO**

- i) Report of the CAO.  
Re: General Update.

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- ii) Association of Municipalities of Ontario (AMO). **(attachment)**  
Re: Municipal Recognition of September 30th as National Day for Truth and Reconciliation – Draft Resolution.

**19. GENERAL ITEMS AND NEW BUSINESS**

**20. BY-LAWS**

- i) By-law 2021-37. **(attachment)**  
Re: Being a By-law to authorize the execution of an Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the Corporation of the Municipality of McDougall for the transfer of funds for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects.
- ii) By-law 2021-38. **(attachment)**  
Re: Being a By-Law to appoint a Deputy Fire Chief for the Municipality of McDougall, and repeal By-law 2019-50.
- iii) By-law 2021-39. **(attachment)**  
Re: Being a By-law to amend By-law No. 2017-75, a by-law Governing the calling, place, and proceedings of meetings of the Municipal Council and Committees of Council for the Corporation of the Municipality of McDougall.

**21. CLOSED SESSION**

**22. RATIFICATION OF MATTERS FROM CLOSED SESSION**

**23. CONFIRMATION BY-LAW**

- i) By-Law No. 2021-40.  
Re: To confirm the proceedings of the Committee/Council meeting held on September 1, 2021.

**24. ADJOURNMENT**

## **Resolution List for September 1, 2021**

**THAT** the minutes of the Committee/Council Meeting held on August 11, 2021, be adopted as circulated.

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**THAT** the Council for the Corporation of the Municipality of McDougall approve the recommendation of the Deputy Fire Chief to promote Neil Carruthers, Michael Ferris, and Joe DeBruge to the rank of Acting Captain, effective August 11, 2021.

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**THAT** the attached lists of Accounts Payable for August \_\_, 2021 in the amount of \$\_\_\_\_\_ and payroll for August \_\_, 2021 in the amount of \$\_\_\_\_\_ be approved for payment.

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**WHEREAS**, the Government of Ontario in its budget of April 11, 2019, initiated a Public Health Modernization process which included a change in municipal cost-sharing from 25% of mandatory public health programs covered by municipalities to 30% of almost all public health programs based on 2018 third quarter spending levels; and

**WHEREAS**, on August 21, 2020, the Ministry of Health (Ministry) announced that provincial mitigation funding would be provided to offset the increase to municipal cost-sharing for 2020 and 2021; and

**WHEREAS** the COVID-19 pandemic, which started in early 2020, has further affected municipalities' ability to pay levy increases, has stalled modernization processes, increased the cost-of-living, and affected the health and well-being of the public, and more specifically, public health clients and staff;

**THEREFORE, BE IT RESOLVED**, that the Council for the Corporation of the Municipality of McDougall supports the North Bay Parry Sound District Health Units call per letter and resolution attached, to return to the 2018 cost-sharing formulas at 25% - 75%, with 100% provincially funded program; and

**FURTHERMORE**, be it Resolved that the Municipality of McDougall supports mitigation funding continue for 2022 to eliminate the additional financial burden of a 42-50% levy increase to the 31 member municipalities of the North Bay Parry Sound District Health Unit, if it is not possible to return to the 2018 cost-sharing formula with 100% provincially funded programs; and

**FURTHERMORE**, be it Resolved, that the Municipality of McDougall requests the 2022 public health funding include increases to reflect cost-of-living increases, public health program changes related to ongoing COVID-19 response, and funding to assist with program and community recovery efforts; and

**FURTHERMORE**, be it Resolved, that the Municipality of McDougall requests a base funding increase to fund an Associate Medical Officer of Health to support the Medical Officer of Health with the continual demands of 24/7 on call coverage that have been highlighted throughout the COVID-19 pandemic; and

**FURTHERMORE**, be it Resolved, that the Municipality of McDougall sends a copy of this resolution to the Minister of Health, MPP Norm Miller, North Bay Parry Sound District Health Unit, and member municipalities within the said Health Unit.

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**BE IT RESOLVED** that the next portion of the meeting be closed to the public at \_\_\_\_\_ p.m. in order to address a matter pertaining to:

1. the security of the property of the municipality or local board;
2. personal matters about an identifiable individual, including municipal employees or local board employees;
3. a proposed or pending acquisition or disposition of land by the municipality or local board;
4. labour relations or employee negotiations;
5. litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
6. the receiving of advice which is subject to solicitor/client privilege, including communications necessary for that purpose;
7. a matter in respect of which a council, board, committee or other body has authorized a meeting to be closed under another act;
8. an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ontario Ombudsman appointed under the Ombudsman Act, or a Municipal Ombudsman;
9. subject matter which relates to consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act.
10. the meeting is held for the purpose of educating or training the members and no member discusses or otherwise deals with any matter in a way that materially advances the business or decision making of the Council, Board or Committee.
11. information provided in confidence by another level of government or Crown agency
12. a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence which, if released, could significantly prejudice the competitive position of a person or organization
13. a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value
14. a position, plan, procedure, criteria or instruction to be applied to any negotiations carried, or to be carried, on by the municipality or local board

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**THAT** Council reconvene in Open Session at \_\_\_\_\_ p.m.

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**THAT** we do now adjourn at \_\_\_\_\_ p.m.

**THE CORPORATION OF THE MUNICIPALITY OF MCDOUGALL  
COMMITTEE/COUNCIL MEETING**

**HELD WEDNESDAY, AUGUST 11, 2021 AT 7:00 P.M.**

**Minutes**

**Present Physically:**

Mayor	D. Robinson (Chairperson)
Councillor	J. Constable
Councillor	L. Gregory
Councillor	L. Malott
Councillor	J. Ryman
CAO/Director of Operations	T. Hunt
Clerk	L. West

**Present Electronically:**

Chief Financial Officer	S. Brisbane
Deputy Fire Chief	S. Krieger
Chief Building Official	K. Dixon
Environmental Services Supervisor	S. Goman

As a result of the Municipality of McDougall declaration of emergency for the COVID-19 pandemic, as well as the requirements for physical distancing, this Committee/Council meeting will be held electronically in accordance with section 238 of the Municipal Act, 2001.

**1. CALL TO ORDER**

Mayor Robinson called the meeting to order at 7:00 p.m.

**2. DECLARATIONS OF INTEREST**

Nil

**3. PRIORITIZATION OF AGENDA**

Addition to Section 21. Closed Session, Item ii) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried, or to be carried, on by the municipality or local board.

Re: Municipal Shared Services.

**4. ADOPTION OF MINUTES**

**i) Resolution No. 2021-100**

**Gregory/Malott**

**THAT** the minutes of the Committee/Council Meeting held on July 14, 2021 be adopted as circulated.

**“Carried”**

**5. DEPUTATIONS**

Nil

**Matters Arising.**

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**Minutes**

Nil

**6. PLANNING/BUILDING**

John Jackson, of John Jackson Planner Inc. joined the meeting electronically.

- i) John Jackson, Parry Sound Area Planning Board  
Re: Consent Application B26/2021 (McD) Pabst/Turnbull, 1 new lot fronting on The Bunny Trail (Former Ferguson Township). Staff Comments  
John Jackson gave an overview of this application.  
**Resolution No. 2021-101** **Malott/Gregory**  
**THAT** the Council for the Corporation of the Municipality of McDougall has no objections to the approval of Consent No. B26/2021 (McD), applied for by Kathie Pabst and Randall Turnbull, being Part of Lot 10, Concession 3 in the Geographic Township of Ferguson, now the Municipality of McDougall, subject to the following conditions:
1. Payment of a parkland dedication fee satisfactory to the Municipality;
  2. That any portion of the Bunny Trail that encroaches 10 metres from the centre line of the road on the applicant's lands be conveyed to the Municipality; and
  3. Payment of any applicable planning fees.
- “Carried”**
- ii) John Jackson, Parry Sound Area Planning Board  
Re: Consent Application B29/2021 (McD) Lucas, 2 new lots fronting on Lorimer Lake. Staff Comments  
John Jackson gave an overview of this application.  
Council requested notice of this application be circulated to the Lorimer Lake Cottager’s Association.  
John Jackson noted that he would circulate the notice.
- iii) John Jackson, Parry Sound Area Planning Board  
Re: Consent Application B30/2021 (McD) Johnson, 2 new lots fronting on Long Lake Estates. Staff Comments  
John Jackson gave an overview of this application.  
**Resolution No. 2021-102** **Constable/Ryman**  
**THAT** the Council for the Corporation of the Municipality of McDougall has no objections to the approval of Consent No. B30/2021 (McD), applied for



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by Trudie Johnson, being Part of Lot 11, Concession 14 and 15 in the Geographic Township of McDougall, now the Municipality of McDougall, subject to the following conditions:

1. That the Municipality of McDougall confirm a suitable driveway location for the retained and severed lands;
2. Payment of a parkland dedication fee satisfactory to the Municipality;
3. Receiving adequate 911 addressing for the new lot;
4. That any portion of Lorimer Lake Road that encroaches 10 metres from the centre line of the road on the applicant's lands be conveyed to the Municipality; and
5. Payment of any applicable planning fees.

**“Carried”**

- iv) Report of the Chief Building Official CBO 2021-05.  
Re: Premium Docks – waiving of fee request.  
The Chief Building Official gave an overview of this report.  
Staff is to respond to the applicant noting Council has denied this request.
- v) Report of the Chief Building Official CBO 2021-06.  
Re: Building Permit Activity Update – Ending July 2021.  
The Chief Building Official gave an overview of this report. Councillor Ryman inquired as to the percentage of new builds versus additions etc.  
The Chief Building Official replied that he would bring this information forward to a future Committee/Council meeting. Council received the report as information.

**Matters Arising.**

Nil

**7. BY-LAW ENFORCEMENT**

Nil

**Matters Arising.**

Nil

**8. FIRE PROTECTION**

Nil

**Matters Arising.**

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Mayor Robinson, on behalf of Council and the Municipality of McDougall, expressed deepest condolences to the family of McDougal Fire Chief, Brian Leduc, and noted how much Chief Leduc will be missed.

Mayor Robinson thanked all who were involved in putting together the memorial ceremony for Chief Leduc. Mayor Robinson expressed special thanks to Sonya Felsman for recording and live streaming of the event, and to the CEO of the West Parry Sound Health Ctr. and Lakeland Long Term Care, Donald Sanderson who was the piper during the ceremony.

**9. EMERGENCY MANAGEMENT**

- i) COVID-19 Emergency Response.  
Re: Declaration of Emergency.  
Mayor Robinson declared the State of Emergency over for the Municipality of McDougall.

**Matters Arising.**

Nil

**10. RECREATION**

Nil

**Matters Arising.**

Nil

**11. PUBLIC WORKS**

Nil

**Matters Arising.**

Nil

**12. ENVIRONMENT**

- i) Waste Management.  
Nil
- ii) Report of the Environmental Services Supervisor ENV-7-2021  
Re: General Update.  
Steve Goman, Environmental Services Supervisor gave an overview of his report. Council received as information.

**Matters Arising.**

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**Minutes**

Nil

**13. FINANCE**

- i) Accounts Payable.  
**Resolution No. 2021-103** **Ryman/Constable**  
**THAT** the attached lists of Accounts Payable for August 4, 2021 in the amount of \$25,127.20 and August 12, 2021 in the amount of \$250,458.74, and payroll for July 29, 2021 in the amount of \$46,622.82 and August 12, 2021 in the amount of \$41,168.18 be approved for payment.  
**“Carried”**
- ii) Parry Sound Public Library.  
Re: Financial Statements for the Year Ended December 31, 2020.  
Council received as information.

**Matters Arising.**

Nil

**14. ADMINISTRATION**

- i) Jess Fargher Lee, Constituency Assistant, Norman Miller, MPP Parry Sound - Muskoka , and Jean-Benoit Trahan, Director, Eastern Region Operations, Enbridge Gas Inc.  
Re: Natural Gas Expansion Program.  
Council received as information.
- ii) Jay Aspin, Board Chair, Near North District School Board.  
Re: Response to McDougall Resolution 2021-88 – Request to convene new Accommodation Review Committee for Parry Sound JK-12 School.  
Council received as information with Mayor Robinson noting this document is posted on the School Boards website.
- iii) Town of Parry Sound.  
Re: Resolution 2021-091 – Request for the Near North District School Board convene a new Accommodation Review Committee for Parry Sound JK-12 Mega School.  
Council received as information.
- iv) The Honourable Ross Romano, Minister of Government and Consumer Services.

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Re: Response to McDougall Resolution 2021-96 - Requesting the Government of Ontario provide funding for abandoned cemeteries.  
Council received as information.

- v) Ministry of Northern Development, Mines, Natural Resources and Forestry.  
Re: Bulletin – Watershed Conditions Statement – Water Safety Parry Sound District Including Muskoka River Watershed and Magnetawan River Watershed.  
Council received as information.
- vi) Ministry of Northern Development, Mines, Natural Resources and Forestry.  
Re: Bulletin – Flood Watch Parry Sound District Pickerel River within Blair and Mowat Townships.  
Council received as information.
- vii) Northeastern Ontario Municipal Association (NEOMA).  
Re: NEOMA Celebrates National Chief RoseAnne Archibald from Taykwa Tagamou Nation.  
Council received as information with Mayor Robinson expressing congratulations to Chief RoseAnne Archibald.

**Matters Arising.**

Nil

**15. REQUESTS FOR SUPPORT**

- i) Township of The Archipelago.  
Re: Burial of Children at the Kamloops Indian Residential School.  
**Resolution No. 2021-104** **Gregory/Malott**  
**BE IT RESOLVED THAT** the Council of the Corporation of the Municipality of McDougall supports the attached resolution from The Township of the Archipelago requesting that the federal and provincial governments take action now on all 94 of the Calls to Action of the Truth and Reconciliation Commission of Canada (TRC);  
**AND FURTHER** that this resolution be forwarded to Doug Ford, Premier of Ontario; Norm Miller, MPP Parry Sound-Muskoka; Scott Aitchison, MP Parry Sound- Muskoka; Henvey Inlet First Nation, Shawanaga First Nation, Wasauksing First Nation; Moose Deer Point First Nation, Magnetawan First Nation; West Parry Sound Area Municipalities; MP

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**Minutes**

Carolyn Bennett, Minister of Crown-Indigenous Relations; and to the  
Prime Minister of Canada Justin Trudeau.

**“Carried”**

- ii) Town of Cochrane.  
Re: Motion to Include the PSA Test for Men into the Medical Care.  
**Resolution No. 2021-105** **Malott/Gregory**  
**BE IT RESOLVED THAT** the Council of the Corporation of the  
Municipality of McDougall supports the attached resolution from the Town  
of Cochrane requesting the Federal and Provincial Governments include  
Prostate-specific antigen (PSA) testing for men be available at no charge;  
**AND FURTHER** that this resolution be forwarded to Right Honourable  
Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier  
of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy  
Premier and Minister of Health (Ontario) Honourable Christine Elliott.  
**“Carried”**
- iii) City of Kitchener.  
Re: Bill C 313 Banning Symbols of Hate Act.  
This was reviewed by Council with no action indicated.
- iv) Northumberland County.  
Re: POA Advocacy - Regulatory and Legislative Changes.  
This was reviewed by Council with no action indicated.
- v) City of Woodstock.  
Re: Affordable Housing Crisis in Canada.  
This was reviewed by Council with no action indicated.
- vi) Town of Cobourg.  
Re: Support for Bill C-6 an Act to Amend the Criminal Code  
(Conversion Therapy).  
This was reviewed by Council with no action indicated.
- vii) City of Kitchener.  
Re: Rising Costs of Building Materials.  
This was reviewed by Council with no action indicated.
- viii) City of Stratford.  
Re: Phase Out Ontario's Gas Plants.  
This was reviewed by Council with no action indicated.

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- ix) Township of Georgian Bay.  
Re: Truth and Reconciliation Commission of Canada: Calls to Action.  
This was reviewed by Council with no action indicated.
- x) Township of Georgian Bay, and Town of Halton Hills.  
Re: Elimination of Local Planning Appeal Tribunal (LPAT).  
This was reviewed by Council with no action indicated.

**Matters Arising.**

Nil

**16. MOTIONS OF WHICH NOTICE HAS BEEN PREVIOUSLY GIVEN**

Nil

**17. COMMITTEE REPORTS**

- i) ICECAP.  
Re: Climate Action Groups Seeking Volunteers.  
Council received as information.
- ii) North Bay Parry Sound District Health Unit.  
Re: News Releases and Public Service Announcements.
  - a. Health Unit Offering Free Hepatitis A Vaccines Related to Recall On Frozen Mangoes.
  - b. COVID-19 Vaccine Appointments Booked on or After August 3 Have Been Cancelled.
  - c. COVID-19 Vaccine Pop-Up Clinics to be Held this Week.
  - d. La Niche des lionceaux Set to Reopen Tomorrow Confirms Health Unit.
  - e. Health Unit Announces Changes to COVID-19 Vaccine Clinic Schedule.
  - f. Protect our Children Assess the Risks When Planning Activities Says Health Unit.
  - g. Pfizer and Moderna Being Offered at All Clinics, Plenty of Spaces Available this Week Says Health Unit.
  - h. Consider the Risks Before Gathering With People You do Not Live With.
  - i. COVID-19 Outbreak Declared Over at the North Bay Jail.
  - j. Member of La Niche des lionceaux Child Care Community Tests Positive for COVID-19.Council received as information.

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- iii) North Bay Parry Sound District Health Unit.  
Re: Cost Sharing Resolution  
This was reviewed with Council requesting a resolution to be brought forward.
- iv) Township of Strong.  
Re: Resolution R2021-213 - Dr. James Chirico, NBPSDHU Medical Officer of Health – Support re: Public Health Funding for 2022.  
Council received as information.

**Matters Arising.**

Nil

**18. REPORT OF THE CAO**

- i) Report of the CAO.  
Re: General Update.  
The CAO noted the following:
  - Public Works is making progress on Lake Forest Drive and should be on schedule for paving.
  - the landfill compactor has been rebuilt and is back in service at the landfill.
  - there seems to be a greater volume of speeding traffic in a few areas of the Municipality. Mayor Robinson noted perhaps Councillor Ryman could inquire with CPAC regarding OPP reporting pertaining to high percentage areas with regards to speeding.  
Mayor Robinson also requested that perhaps some brushing around the North Road speed limit sign could be done to make it more visible.
  - Canada has introduced a New Federal Holiday commencing September 30, 2021.  
Council requested this be brought back to the next Committee/Council meeting for discussion.

**19. GENERAL ITEMS AND NEW BUSINESS**

Nil

**20. BY-LAWS**

Nil

**21. CLOSED SESSION**

**Resolution No. 2021-106**

**Constable/Ryman**

**THE CORPORATION OF THE MUNICIPALITY OF MCDOUGALL  
COMMITTEE/COUNCIL MEETING**

**HELD WEDNESDAY, AUGUST 11, 2021 AT 7:00 P.M.**

**Minutes**

**BE IT RESOLVED** that the next portion of the meeting be closed to the public at 7:47 p.m. in order to address a matter pertaining to:

- i) Personal matters about an identifiable individual, including municipal employees or local board employees, labour relations or employee negotiations.  
Re: Human Resource Matter.
- ii) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried, or to be carried, on by the municipality or local board.  
Re: Municipal Shared Services.

**“Carried”**

**Resolution No. 2021-107**

**Ryman/Constable**

**THAT** Council reconvene in Open Session at 8:34 p.m.

**“Carried”**

**22. RATIFICATION OF MATTERS FROM CLOSED SESSION**

- i) The recommendation to Council regarding staff positions have been accepted. Mayor Robinson congratulated Scott Krieger as Deputy Fire Chief.  
The recommendation was also accepted for Neil Carruthers, Michael Ferris and Joe Debruge to be promoted to Captain as per the recommendations. By-laws will be coming forward at the next Committee/Council meeting.
- ii) Council has given Mayor Robinson direction regarding Municipal Shared Services.

**23. CONFIRMATION BY-LAW**

- i) By-Law No. 2021-36.  
Re: To confirm the proceedings of the Committee/Council meeting held on August 11, 2021.  
**Read a first, Second and Third Time, Passed, Signed and Sealed this 11th day of August, 2021.**

**24. ADJOURNMENT**

**Resolution No. 2021-108**

**Gregory/Malott**

**THAT** we do now adjourn at 8:36 p.m.

**“Carried”**



To: Parry Sound Area Planning Board  
Cc: Dale Robinson

Re: CONSENT APPLICATION NO. B29/2021 (McD)  
Part of lots 2&3, Concession 8  
Geographic Township of Ferguson  
Roll # 4913-020-002-03330

Thank you to the Parry Sound Area Planning Board for asking our Association to comment on the proposed Lucas Severances on Lorimer Lake.

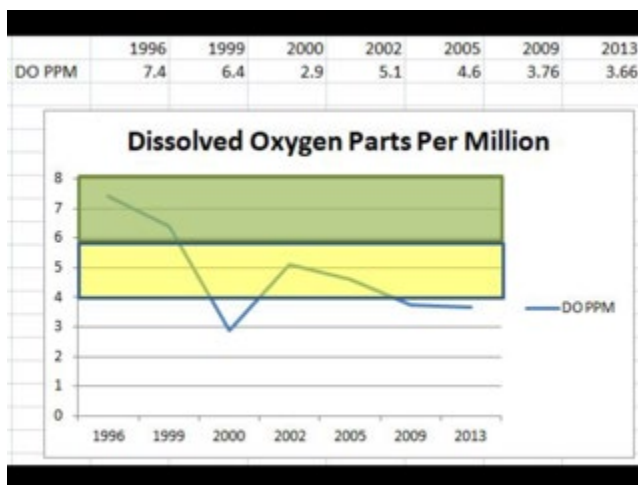
The Municipality of McDougall's official plan, section 19.04.9 states that: "Trout and Lorimer Lakes are at capacity for additional lot creation and will be subject to the guidelines set out by the Ministry of the Environment and Climate Change's Lakeshore Capacity Assessment Handbook".

The Lorimer Lake Association would like to be assured that before the lots are approved, that each of the new lots have the capacity to meet all the guidelines set out by the Lakeshore Capacity Assessment Handbook, without exception.

It has been long recognized that Lorimer Lake was at capacity and needs protection. For a period of ten years no severances were allowed on Lorimer Lake, followed by another ten year period, where only one new severance was allowed each year. The regulations should be used to further protect the Lake and not for the LCAH to be used to circumvent the bylaw or the spirit of its intentions.

The Lakeshore Capacity Assessment Handbook is a 106 page document, where all but three pages talk about the protection of lakes, especially lakes at capacity. You will see the word "phosphorus" mentioned many times, but you will also see the words "Dissolved Oxygen" mentioned many times. Dissolved Oxygen is the key word when you are considering new lot creation on Lorimer Lake.

Lorimer Lake's Phosphorus and Water Clarity data have remained basically stable for the last number of years. This is good news, but it hides the fact that our lake is on a precipice. Unfortunately, the Ministry of Natural Resources and the Ministry of the Environment has not had the resources to measure Lorimer Lake's Dissolved Oxygen levels in recent years, but past testing showed that the Dissolved Oxygen levels in Lorimer were mostly at marginal or below marginal levels. (See the chart below of the dissolved oxygen levels, in Lorimer Lake as taken by the Ministries. The green shaded area is optimum oxygen levels, the yellow shaded areas are marginal levels and the white areas below marginal).



Despite the below marginal Dissolved Oxygen Levels, the Lake Trout on Lorimer continue to survive. It would not take much degradation in the DO levels though, to drastically change the mortality of the Lake Trout.

The two major factors in affecting Dissolved Oxygen levels are Phosphorus and water temperatures. With Global Warming the lake will be under stress just naturally. As the lake water warms, the Dissolved Oxygen Levels drop.

The addition of any new Phosphorus would cause algae growth. Algae growth is detrimental to Dissolved Oxygen in two ways. Firstly, the algae darken the waters, which then results in lake warming. Secondly as the algae dies and decomposes, it uses up dissolved oxygen in the decomposition process.

Any new lot creation that follows the LCAH would also cause shoreline degradation, deforestation, chemicals such as fertilizers entering the lake, increased boat traffic and the subsequent shoreline damage from boat wake. The runoff from any new lot, affects the water clarity. As mentioned before, the darker the water, the more it retains heat and the lower the Dissolved Oxygen levels. If we continue to sever lots the fragile ecosystem of the lake will be adversely affected.

As mentioned, in the report by John Jackson, any new lots created on Lorimer Lake must have their septic systems 300 metres from the lake. There are a number of other restrictions that are outlined in the Lakeshore capacity handbook, regarding lakes that are at capacity.

On page 38 of the Lakeshore Capacity Assessment Handbook, it states that, for Lakes at Capacity, agreements pursuant to the Planning Act that are registered on title will be needed to ensure the following for each lot created:

- design of the septic system shall include pump-dosing or equivalent technology to uniformly distribute septic effluent over the tile bed; no add-on system components such as water-softening apparatus, to ensure the proper functioning of the septic tank-tile bed system over the long-term;
- provision of a **30-metres minimum undisturbed shoreline** buffer and soils mantle, with the exception of a pervious pathway;
- preparation of a stormwater management report and a construction mitigation plan (including phosphorus attenuation measures such as directing runoff and overland drainage from driveways, parking areas, other hard surfaces to soak away pits, infiltration facilities);
- location of the tile bed, in accordance with the recommendations of the site-specific soils investigation;
- long-term monitoring – for research purposes – of the sewage disposal system and reports to the planning approval authority and the Ministry of Environment. Monitoring would commence from the time of installation of the sewage treatment systems and proceed for at least 10 years. This monitoring will, at a minimum, include:

See page 39 at the following link for monitoring details required:

[http://lakes.chebucto.org/TPMODELS/ONTARIO/OME\\_std01\\_079878.pdf](http://lakes.chebucto.org/TPMODELS/ONTARIO/OME_std01_079878.pdf)

The last item in item 5.2 (as mentioned above) of the Lakeshore Capacity Assessment Handbook deals with long term monitoring over a period of ten years after new lot creation. This is one of the criteria for new lot creation. Reports are to be sent yearly to the Planning Authority and the Ministry of the Environment of various samples. Has this been done for the severances approved in the last ten years? If so, could the Planning Board share such results with the Association.

Lorimer Lake is a Lake Trout Lake identified at Capacity. It is a headwater Lake for the Sequin Water System. It is pristine and has not yet suffered the fate of local sister Lakes like Whitestone, Manitouwabing and Harris Lakes, all who had blue green algae last year due to over development. Any

new lot creation would only exacerbate the problem of the lake already having below marginal dissolved oxygen levels.

The McDougall official plan and by laws, allow for new lot creation, if the criteria of the Lakeshore Capacity Assessment Handbook are fully met. The question is does the proposed severances meet the criteria set out in the LSCH, to allow McDougall township to approve this or future applications, and has the risk to the fragile state of Lorimer Lake been fully weighed in the decision.

Thank you.

Lorimer Lake Cottage Association

**Solicitor General**

Office of the Solicitor General

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132-2021-3686  
**By email**

August 18, 2021

His Worship Dale Robinson  
Mayor  
Municipality of McDougall  
5 Barager Boulevard  
McDougall ON P2A 2W9  
[drobinson@mcdougall.ca](mailto:drobinson@mcdougall.ca)

Dear Mayor Robinson:

I was deeply saddened to learn of the passing of Brian Leduc, Fire Chief of the McDougall Fire Department, who had served within the fire service for almost 30 years.

On behalf of the Ministry of the Solicitor General, our sincere condolences go out to the municipality and to Brian's friends and colleagues across the broader region. Though this is a sorrowful loss for the Municipality of McDougall, Chief Leduc's service, dedication and professionalism will be remembered and honoured.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Jones".

Sylvia Jones  
Solicitor General

Office of the Deputy Solicitor General  
Community Safety

Bureau du sous-solliciteur général  
Sécurité communautaire

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133-2021-108  
**By email**

August 18, 2021

His Worship Dale Robinson  
Mayor  
Municipality of McDougall  
5 Barager Boulevard  
McDougall ON P2A 2W9  
[drobinson@mcdougall.ca](mailto:drobinson@mcdougall.ca)

Dear Mayor Robinson:

I wish to express my condolences and sadness at the passing of Brian Leduc, Fire Chief of the McDougall Fire Department, who served with the fire service for close to 30 years.

The Ministry of the Solicitor General recognizes the commitment and leadership with which Brian served McDougall. On behalf of the ministry, our sincere condolences go out to your municipality. Though Chief Leduc will be missed, his service and dedication will be remembered and honoured.

Sincerely,



Mario Di Tommaso, O.O.M.  
Deputy Solicitor General, Community Safety



August 22, 2021

Dear Mayor Dale Robinson and Council,

The Rotary Club of West Parry Sound would like to express our sincerest appreciation of being able to work with Brian Leduc. Over an almost 18-month period during the Pandemic he helped with the following programs: Groceries (weekly), Vegetable Planters for backyards, Holiday Meals and Food Share.

Brian worked hard to see these programs be successful and he knew every detail of what McDougall needed. We became aware that Brian was a natural-born public relations director when he insisted on delivering to the people of McDougall on a weekly basis so that they knew McDougall was there for them. He valued people, and people valued all of his efforts – especially during the Pandemic when venturing out of your home put you at risk.

With caring thoughts,

Linda West for  
The Rotary Club of West Parry Sound



August 16, 2021

## **MEDIA RELEASE**

### **FONOM had a productive meeting with members of Premier Ford's Cabinet during the AMO Conference**

This is the second year that the Annual AMO Municipal Conference has been held virtually. Members of the Federation of Northern Ontario Municipalities Board shared three policy positions with Minister Clark, Rickford, Romano, Elliott, Bethlenfalvy, Fullerton, Associate Minister Stan Cho, Parliamentary Assistant Christine Hogarth, and over 60 ministry staff were on the call. We discuss planned topics, including creating Mutual Aid agreements with Municipal Fire Departments for the help provided in unincorporated areas. As well, we shared our thoughts on the Transportation issues facing the five large Municipal airports. Also, FONOM raised the issue of add Municipal finance tools, specifically Land Transfer tax.

President Whalen commented, "the Local Fire Departments are often the only First Responder within 60 minutes of an event in an unincorporated area. The delay is due to the distances between communities and the patrols of the OPP and EMS" and "that without the creation of Mutual Aid agreements many Fire Departments will not be able to assist."

The value of the Northern Municipal Airports has often been overlooked by previous transportation studies, which may be due to the traffic volume compared to those in the GTHA. The Pandemic has harmed many industries, and airport operations have been one of those hit hardest. FONOM appreciates that airports are viewed to be under Federal jurisdiction, but we draw attention to several recent funding announcements by the Northern Ontario Heritage Fund. The FONOM Board asked the Minister of Transportation to consider a five-year project to support the five large Municipal Airports in Northern Ontario with their operating and capital budgets.

The City Toronto Act of 2006 granted Toronto broader municipal revenue tools than the other 443 municipalities. The Association of Municipalities of Ontario has long lobbied for its members the right to access them. The Toronto Act permits the City to charge and collect a Municipal Land Transfer Tax parallel with the Ontario government for all property sales, except for first-time home buyers. In 2020 the City of

# FONOM

The Federation of Northern Ontario Municipalities

Toronto received \$800 million; this offset represents 15% of their annual revenue (page 28). This revenue tool would generate nearly \$ 2.68 Billion for the other Ontario Municipalities. Vice President Paul Schoppmann stated, “with a Province-wide municipal deficit of \$6 Billion, FONOM believes having this revenue tool would help our members to address their growing infrastructure deficit”.

FONOM is an association of some 110 districts/municipalities/cities/towns in Northeastern Ontario mandated to work for the betterment of municipal government in Northern Ontario and strive for improved legislation respecting local government in the North. It is a membership-based association that draws its members from northeastern Ontario and is governed by an 11-member board.



President Danny Whalen  
705-622-2479





August 4, 2021

Sanjay Coelho  
Ministry of the Environment, Conservation and Parks - Environmental Policy Branch  
40 St Clair Avenue West, Floor 10  
Toronto, ON M4V1M2  
[mecp.landpolicy@ontario.ca](mailto:mecp.landpolicy@ontario.ca)

**RE: ERO 019-2785**

Dear Mr. Coelho

The following is the submission from Gravel Watch Ontario (GWO; [gravelwatch.org](http://gravelwatch.org)) in response to the request for comments on the Proposed Land Use Compatibility Guideline, Ministry of Environment, Conservation and Parks (March 2021) ERO 019-2785.

#### **About Gravel Watch Ontario**

Gravel Watch Ontario is a province-wide coalition of citizen groups and individuals that acts in the interests of residents and communities to protect the health, safety, quality of life of Ontarians and the natural environment in matters that relate to aggregate resources.

GWO recognizes the obligation to protect agricultural lands, water resources and the natural environment, all of which are essential for building a climate-resilient Ontario for future generations. GWO works with and on behalf of our members and communities throughout the province to advocate that policies regulating aggregate extraction not result in permanent loss of farmland or rural landscape amenities and do not damage the integrity of the water resources supplied by the rural landscape. Gravel Watch Ontario has commented on government planning and aggregate policies for over 15 years.

We understand that ERO notice 019-2785 links to four separate compliance initiatives. GWO's submission focuses on aggregate resources as it pertains to these draft Land Use Compatibility Guidelines. In general, GWO found the information regarding aggregate to be scattered throughout various sections of the document, often unclear or contradictory, making it particularly onerous on the reviewer to sift through and sort out the intent and nature of land use compatibility as it relates to aggregate operations. The ensuing discussion has *italicized and indented* the instructions identified in the Guideline with GWO's comments following thereafter for ease of reference.

## 1. INTRODUCTION & CONTEXT

### 1.1 Overview

#### GWO Concern/Issue – Preferential Treatment of Aggregate Class 3 Major Facilities over Sensitive Land Uses

*The objective of the current EPA D-6 Guideline is to “prevent or minimize the encroachment of sensitive land use upon industrial land and **vice versa**, as these two types of land uses are normally incompatible due to possible adverse effects on sensitive land use created by industrial operations.”*

*The overview of the Land Use Compatibility Guideline states that “the Guideline is to be applied to achieve and maintain land use compatibility between major facilities and sensitive land uses when a planning approval under the Planning Act is needed in the following circumstances:*

- A new or expanding sensitive land use is proposed near an existing or planned major facility, **or***
- A new or expanding major facility is proposed near an existing or planned sensitive land use.”*

Although the Compatibility Guideline requires equal application by both a major facility and a sensitive land use, they are not treated equally throughout the document. For example, Section 2.8 of the Guideline, demonstration of need is to be carried out by proponents of sensitive land uses only. In Appendix D, the Area of Influence (AOI) and the Minimum Distance Separation (MDS) for are not applicable to land use decisions for new or expanding aggregate operations.

The Guideline also identifies aggregates as a sector which has had a history of ongoing and frequent complaints. Situating aggregate operations near sensitive land uses under exempted and exclusive rules does not achieve compatibility.

#### GWO Recommendation #1

- Apply the Guideline in the same manner for new or expanding aggregate operations as for sensitive land uses.

### 1.2 General Approach to Planning for Land Use Compatibility

#### GWO Concern/Issue -- Co-existence and Compatibility Not Conceptually Related

*“Land Use compatibility is achieved when major facilities and sensitive land uses can co-exist and thrive for the long-term within a community through planning that recognizes the locational needs of both.”*

The terms compatibility and co-existence are not conceptually the same. Compatibility denotes relations that are well-suited, friendly and harmonious. Co-existence, on the other hand, denotes tolerance and forbearance. Inferring these terms are correlated sets the stage for further conflict, lengthy appeals and increased costs for all parties.

In Section 3.8, the concept of co-existence as meaning tolerance is confirmed.

*“.....after a major facility has obtained its necessary planning approvals to be located in an area that may be close to a sensitive land use (e.g. a residential development), or vice versa..... the tools available to the Ministry (MECP) to deal with contaminants from the facility as well as technical solutions may be limited..... which may result in a situation where the sensitive land use has to co-exist with ‘minor impacts’ from the major facility over the long term..... and subsequent complaints about adverse affects (noise, dust and odour) may be directed to the municipality”.*

Minor impacts are not defined but the sensitive land use is expected to tolerate the resulting adverse effects for the long term. Long term consequences can result in societal costs associated with health and safety or environmental degradation. It’s an unfair practice to expect the public to tolerate long term consequences.

Use of the term co-existence does not align with federal international agreements regarding sustainable development and climate change which strive for a balance between the various sectors of society. This balance is also reflected in Ontario’s environment, climate change and planning frameworks.

#### **GWO Recommendation #2:**

- Maintain the conceptual distinction between compatibility and co-existence.
- Distinguish between minor and major impacts.
- Ensure the MECP Guideline aligns with national and international agreements as well as the provinces’ social, environmental and climate change responsibilities.

### **1.3 Guiding Hierarchy for Land Use Compatibility Planning**

#### **GWO Concerns/Issues – The PPS not being read in its’ entirety.**

*“Separation of incompatible land uses is the preferred approach to avoiding land use compatibility issues. The Guideline state that this approach is consistent with PPS 1.1.5.6”*

The PPS speaks to the incompatibility of sensitive residential land use with existing aggregate operations. GWO believes that the reverse is also true as per Case Law - Capital Paving v Wellington (County) 2010 Carswell Ont. Paragraph 6....

*“it is fair to say the PPS speaks to incompatibility of sensitive residential use with earlier operations, and the reverse is also true, that a proposed pit may be incompatible with prior residential use”.*

Although the Guideline in Section 1.7.1 generally supports fulfillment of provincial interests identified in the PPS, missing throughout the document is identification to the pertinent PPS clauses which direct consideration for development to (1) consider social and environmental impacts, and (2) only permit development once potential impacts have been addressed.

**GWO Recommendation #3:**

- Apply the same requirement for new or expanding major facilities near established and planned sensitive land uses as for sensitive land uses being proposed near major facilities.
- Consistently apply all relevant PPS clauses.

**GWO Concern/Issue – Ambiguous Terminology and Lack of Meaningful Public Involvement**

*“When avoidance (i.e. separation) alone is not possible, minimizing and mitigating potential impacts may provide a basis for a proposal. If minimization is not viable, the proposed incompatible land use should not be enabled, and related planning or development applications should not be approved”*

GWO supports this Guideline. The term ‘should’, however, is indefinite and subject to interpretation and ambiguity.

**GWO Recommendation #4:**

- Change the word ‘should’ to ‘shall’ to provide clear direction to ensure incompatible uses are not enabled nor approved.

*“Planning authorities, proponents and the surrounding communities ‘should work together’ to achieve land use compatibility”.*

Working together is a viable approach to achieving compatibility. ‘Should work together’ implies relationship building, collaboration and compromise. Appendix C, however, outlines best practices for relationship building as merely communicating with members of the public. Communication relates to the informing stage of planning engagement conventions as depicted on Step 3 of the Arnstein’s Ladder of Public Participation (<https://www.citizenshandbook.org/arnsteinsladder.html>.) ‘Informing’ is generally a one-way communication strategy that rarely results in even minor adjustments. Informing does not denote, nor reflect the concept of ‘working together’. Society’s legal and institutional framework that sanctions planning decisions has increasingly recognized the benefit of various engagement measures for practical deliberations that include various perspectives and encourages dialogue to promote understanding among stakeholders’ values and interests. The role of the public to bring forth community values is critical. It is also critical to consider the concept of ‘working together’ as relationship building and collaboration in regards to the Duty to Consult with Indigenous Peoples.

**GWO Recommendation #5:**

- Change ‘should work together’ to ‘shall work together’.
- Enable collaboration to achieve the desired outcome of compatibility.
- Clearly identify the government’s responsibility for the Duty to Consult with Indigenous Peoples and ensure it is implemented at the outset of development when changes in land use are being considered.

## 1.6 Roles and Responsibilities

### 1.6.1 Planning Authorities

*Planning authorities must not approve development proposals where there are irreconcilable incompatibilities (i.e. adverse effects with no feasible required mitigation measures). Land use planning decisions that result in incompatibility may create ongoing issues for all parties, including municipalities to address noise and odour complaints and other impacts.*

**GWO supports the above guideline.**

#### **GWO Concern/Issue – Increased responsibility on the planning authorities**

*Planning authorities also undertake planning exercises which must address land use compatibility, such as comprehensive reviews of OPs, development of secondary plans and reviews of zoning by-laws. To address land use compatibility, OP policies and land use designations.....must be up-to-date and in accordance with this Guideline.*

Updating OPs and zoning by-laws is a daunting task which puts pressure on planning authorities' capacity requirements and ultimately for increasing property taxes. Although mandated under the same Planning Act as municipalities, Local Planning Authorities in rural and unorganized territories do not have the corresponding human and financial resources to carry out basic planning functions, let alone up-dates to OPs and zoning by-laws in regards to this Guideline.

#### **GWO Recommendation #6:**

- Do not overburden planning authorities' capacity and planning budgets.
- Review the viability and effectiveness of Local Planning Boards to carry out high level planning functions.

## **2. TOOLS TO ASSESS LAND USE COMPATIBILITY**

### **2.1.1-3 Areas of Influence and Minimum Set Back Distances**

#### **GWO Concern/Issue – Preferential Treatment Given to Aggregate Operations**

An influence area approach to minimize land use conflicts for aggregate resource extraction has long been recognized. The 1986 Guideline on Implementation of the Mineral Aggregate Resources Policy Statement (Ministry of Natural Resources) states that:

*“An influence area is the area surrounding a pit or quarry where the impacts of the operation may be felt on the environment, nearby residents and land uses. The influence area concept is intended to protect existing or designated sensitive land uses from proposed pits or quarries and existing or designated pits or quarries from encroachment by sensitive uses ...”*

Guideline Section 1.2 recognizes that sensitive land uses located too close to a major facility could experience environmental impacts as well as risks to public health and safety. Similarly, Section 2.1.3 states that:

*“proposals should not result in sensitive land uses being located in MSDs as adverse effects are highly likely to occur.”*

While a planning authority may determine that an Area of Influence may be smaller (based on supporting studies), it must never be smaller than the MSD in the Guideline. However, while recognizing that some above-ground equipment such as crushers, ready-mix concrete plants and asphalt plants may require ECA's, the Guideline states:

*The AOI and MSD in the Guideline are not applicable to land use decisions for new or expanding aggregate operations proposed near sensitive land use.*

And, Section 2.2 states:

*Aggregate Operations (Aggregate extraction, Resource Extraction, Other mineral quarries) identified as Class 3 (AOI 1,000 m/MSD 500 m) AOI and MSD only applies to new or expanding sensitive land use proposals near major facility aggregate operations.*

In addition, the Aggregate Resources Ontario Provincial Standards (AROPS) refers to measurement of separation as the distances to sensitive receptors, not to the property boundary of a sensitive land use as recommended in Section 2.4 and in relation to Section 3.3 “At-receptor mitigation is not recognized by the Ministry to mitigate odour and dust impacts” and in Appendix B.1 “the Ministry-developed AOIs in this Guideline should address both noise and vibration...separation distances for noise are larger than vibration so covering noise impacts will cover vibration impacts” which fails to account for any future expansions of the aggregate operation or changes to the site plan.

Although Guideline Section 4 recommends planning mechanisms to assist in the implementation of land use compatibility, Section 66 of the ARA is highly restrictive of municipal authority such as municipal site plan controls and development permits. Both the PPS (Section 2.5.2.4) as well as the ARA (Section 12.1 (1.1) prohibit municipalities from issuing zoning by-laws to restrict the depth of extraction while Guideline Section 4.1 recommends adverse impacts on sensitive land uses to be considered at the Official Plan (OP) and zoning stage. Section 13 of the ARA, however, allows the Minister, at any time, to rescind or vary a condition of a licence, amend a licence or require a licensee to amend the site plan. A licensee may also make the same requests of the Minister at any time. These unknown operational impacts cannot be adequately assessed or determined at the planning/approval stage. The question then becomes...how can a planning authority be responsible for approvals of an industrial extractive zoning when site plans can be changed at the licensing stage and throughout the life of the license for which the planning authority has no control?

#### **GWO Recommendation #7:**

- For new or expanding aggregate operations:
  - Apply the prescribed AOI and MSD required for Class 3 Major Industrial Facilities proposed near Sensitive Land Uses,
  - Measure separation distances (AOI and MSD) from the property boundary of the proposed aggregate operation (Class 3 Major facility) and from the property boundary of the existing sensitive land use to accommodate future expansions of the major facility,

- Adhere to the Guideline for a Class 3 Major Facility (as identified in Section 2.2 Table 1) with the understanding that some aggregate operations may cause adverse effects beyond the MSD of 500 M and in some cases, beyond the AOI of 1000 M
- Be subject to the steps in Section 2.5 for a proposed or expanding major facility that is within the AOI or MSD of an existing or planned sensitive land use.
- Recognize Section 2.9 of the Decision Tree for Land Use Compatibility that may result in a proposed Major Facility not going ahead if expected adverse effects cannot be minimized and/or mitigated to the level of no adverse effects.

## 2.8 Demonstration of Need

### GWO Concern/Issue – Preferential Treatment Given to Aggregate Producers – no balance

*The demonstration of need.....is only required by proponents of sensitive land uses.*

*When considering new sensitive land uses near mineral aggregate areas, planning authorities must consider active aggregate operations, zoning which permits future aggregate operations and, where provincial information is available, deposits of mineral aggregate resources.*

The concern in this Section is the nature and regional distribution of aggregate since there are areas throughout the province where distribution of aggregate is ubiquitous. “Freezing” land has the potential to restrict settlement to narrow confines. This situation does not take into consideration future generations, which is antithetical to the United Nations concepts and definitions pertaining to ‘development that meets the needs of the present without compromising the needs of future generations’<sup>1</sup>. Freezing land also creates the risk for mega-quarry development that can lead to long term and irreversible impacts. There is little data available regarding aggregate reserves yet the focus is to open up new lands closer to market as a means to reduce transportation costs for the producer. Lands nearest to market are also lands nearest or adjacent to residential or farm lands which places the risk of long term and irreversible impacts onto the sensitive land use.

An unbalanced approach to demonstration of need will perpetuate conflict, constrained relations, and more appeals, thereby increasing costs for government, the proponent and the general public which is contradictory to the stated purpose of this Guideline.

### GWO Recommendation #8

- Apply the same requirement for Demonstration of Need in the same manner to new or expanding major facilities as for sensitive land uses being proposed near major facilities.
- Ensure compatibility is a two way process.

The Guideline further states:

*Compatibility studies should be prepared by the proponent.....the planning authority is responsible to review compatibility....If in house expertise is not available, the planning authority should consider having a peer review of studies at the expense of the proponent.*

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<sup>1</sup> World Commission on Environment and Development. Our Common Future, Oxford, UK. Oxford. University Press. 1987.

### **GWO Recommendation #9**

- Should a planning authority conduct a review of a proponent's compatibility study with in-house expertise, the expense should be borne by the proponent.

## **3. COMPLIANCE**

### **GWO Concern/Issue – The public is expected to tolerate impacts for the long term Increased municipal responsibility to deal with complaints**

*“Per its compliance framework, the Ministry may refer incidents related to compatibility issues that stem from planning decision to a more appropriate level of government or agency (e.g. municipality).....after a major facility has obtained its necessary planning approvals to be located in an area that may be close to a sensitive land use (e.g. a residential development), or vice versa..... the tools available to the Ministry (MECP) to deal with contaminants from the facility as well as technical solutions may be limited..... may result in a situation where the sensitive land use has to co-exist with ‘minor impacts’ from the major facility over the long term..... and subsequent complaints about adverse affects (noise, dust and odour) may be directed to the municipality”.*

Conceptual alignment regarding co-existence as being compatible is applicable here. Refer to Section 1 regarding terminology. Co-existence and compatibility are not conceptually the same and compatibility is a two-way process.

Refer to page 3 regarding the discussion pertaining to Section 1.2 and the lack of distinction between minor and major impacts. Shifting EPA compliance to the planning authority puts pressure on municipal capacity requirements which ultimately puts pressure on increasing municipal property taxes thereby shifting the financial responsibility to the public. In areas outside municipal boundaries, the role of Local Planning Boards is not mentioned and the public in these areas have no avenue available to have their concerns or complaints dealt with appropriately given the capacity limitations of Planning Boards. Similar to Section 2, how can planning authorities be responsible for compliance issues when site plans can be changed at the licensing stage and throughout the life of the aggregate operations which is outside the planning authorities' jurisdiction?

### **GWO Recommendation #10**

- Ensure compatibility goes both ways.
- Do not overburden planning authorities with EPA compliance issues.
- Review the viability and effectiveness of Local Planning Boards to deal with EPA complaints and compliance issues.



## **4.0 IMPLEMENTATION AND PLANNING TOOLS**

### **4.3.1 Municipal By-laws**

#### **GWO Concern/Issue**

- **Increased workload for planning authorities and risk of increasing property tax burden**
- **Lack of reference to fly rock as a contaminant**

*Onus is on the municipality to enforce by-laws that would prevent and respond to land use compatibility issues.*

Development and enforcement of by-laws regarding EPA compatibility issues puts further pressure on planning authorities' capacity requirements and risk of increase to local property taxes. As stated above, once the license has been approved, the planning authorities' oversight is limited by the PPS and the ARA. In addition, Local Planning Boards do not have the capacity for by-law enforcement. The public in these areas must rely on the good will of the self-reporting aggregate producers to comply with compatibility issues.

#### **GWO Recommendation #11:**

- Do not overburden planning authorities' capacity and planning budgets.
- The province needs to review the viability and effectiveness of Local Planning Boards to not only develop by-laws but to carry out their enforcement.

#### **GWO Recommendation #12:**

- MECP to take responsibility for monitoring and compliance regarding their mandate for the environment as it relates to major facilities.

## **APPENDIX - D – SECTOR SPECIFIC RELATED TO AGGREGATES**

#### **GWO Concern/Issue**

- **Preferential Treatment of Aggregate Industry**
- **PPS not being referred to in its entirety**
- **Recognition of the differences between planning and licensing stages**

Overall, aggregate operations are depicted as having priority over sensitive land uses. This imbalance includes the following:

- AOIs and MSDs are not applicable to land use decisions for new or expanding aggregate operations proposed near sensitive land uses,
- Not requiring demonstration of need,
- PPS clauses are not being applied consistently, and
- Grey areas exist between the planning and licensing functions.

The PPS favours a balanced approach regarding the potential for social and environmental impacts. Pertinent PPS clauses that consider the EPA state that development is to only be permitted when public health & safety, air quality and climate change have been addressed. Incompatibility in terms of noise, air, contaminants and vibration relate to public health and safety or environmental degradation and

although they are potential impacts of aggregate operations, they are not fully addressed by this Guideline.

Within this section, the planning authority is to consider compatibility as per the PPS and the ARA.

*Planning authorities....should also take into consideration that through the licensing process under the Aggregate Resource Act (ARA), MNRF also has requirements to assess potential impacts on existing nearby land uses and whether it is feasible to mitigate potential impacts through that process.*

The ARA is not a feasible mechanism to address compatibility because it is proponent driven. Although addressing public concerns regarding potential impacts from operations are the proponent's responsibility under the ARA, the purposes of the ARA are to manage, control and regulate aggregate resources and operations to "minimize" the adverse impact on the environment. Compatibility between land uses is a government planning function and a responsibility that relates to public interest and community well-being. As a business, the proponent's corporate responsibility is to their shareholders and business profitability. The ARA and accompanying AROPS are not planning but operational documents and focus on the merits of the proposed pit's operations.

#### **GWO Recommendation #13**

- Be explicit regarding all compatibility requirements.
- Clearly identify that the PPS is to be read in its' entirety.
- Aggregate operations should not take precedence over municipal planning.
- Recognize the difference between the planning and licensing functions.

#### **GWO Concern/Issue – Preferential Treatment of Aggregate Operations**

*"Planning authorities must consider the potential for adverse effects from aggregate operations (including existing, planned and potential future operation), such as traffic to and from the facilities, and noise and dust from blasting, crushing or other operations, for proposals that require a planning approval."*

The Guideline also requires planning authorities to consider impacts for future aggregate operations where zoning is approved, deposits of mineral aggregate resources where provincial information is available, as well as dormant, licenced pits and quarries and un-rehabilitated "legacy" sites. Although the surficial geology maps identify location and extent of aggregates, quality is not always well defined, only the range and nature of the deposit. Determining quality requires further testing through bore holes and analysis of the material. Under this Guideline aggregate operations can freeze land for potential (not predicted) development even though the operation may not be permitted or even feasible given the quality or quantity of the material in particular locations. Freezing land would be detrimental to a cohesive society, compatible relations and future generations.

#### **GWO Recommendation #14:**

- Consider equity and the balance of land uses and opportunities for future generations.

Appendix D does not consider other potential adverse effects from aggregate operations such as the potential for groundwater and surface water contamination. Since these adverse effects on sensitive

land uses are not specified in the Guidelines, there may be confusion for planning authorities when considering approvals for rezoning of aggregate operations.

**GWO Recommendation #15:**

- Clearly indicate that MECP Guidelines relate to noise, dust, odour and vibrations only.
- Clearly indicate that planning authorities need to consider all adverse effects when considering planning proposals.

**WHAT'S MISSING IN THE GUIDELINES**

**1. Fly Rock**

The Guideline does not include fly rock as a discharge from quarry blasting and the adverse effect on sensitive land uses. Ontario Regulation 244/97 under the ARA which pertains to fly rock was approved on November 2020 and should be addressed in the Guideline.

**2. Cumulative Effects**

Aggregate extraction is often described as a temporary or interim use even though aggregate licenses are granted with no end date (in perpetuity) and gravel pits and quarries can lie dormant for decades. It is the local property owners, residents and communities which are in the location for the long term and will have to live with the consequences. MNRF's siloed approach to assessing aggregate operations and pit licenses is maladaptive to deal with the long term consequences that can result from the expansion of aggregate operations. A project specific lens is not adequate to determine the incremental effects from past, present and future human actions. It is misleading to not consider the full potential of social and environmental impacts from all development occurring in a region, not merely from one operation but how that operation relates within the locational context.

**GWO Recommendation #16:**

- Include land use compatibility provisions to protect sensitive land uses and the environment from the adverse impacts of fly rock.
- Consider the cumulative effects of past, current and future developments before there are unsightly and irreversible effects.

**CONCLUSION**

The long standing recognition of the inherent incompatibility between sensitive land uses and industrial lands goes back in history to when land use activities that generated noise, smell, unsanitary or hazardous conditions were walled off from civic activities and living spaces as a means to regulate compatibility. Whether a sensitive land use proposes to expand near an existing aggregate operation, or whether an aggregate operation proposes to expand near an existing sensitive land use, the effects will be the same. Planning was and is the mechanism to provide guidance to reduce the risk for social and environmental impacts and/or conflicts associated with land use decisions.

Compatibility is a two-way process and must be reflected throughout the document. Aggregate extraction, by its very nature, is not a renewable resource and therefore cannot be considered a

sustainable resource. The Guideline should align with global concepts of sustainable development and the underlying tenants of corporate social responsibility and adherence to good planning. The Guideline should be applied by the municipality when considering planning applications for new and expanding pits and quarries near sensitive land uses where the effects on and of climate change and the health and safety of communities and future generations can be considered. The ARA proponent-driven, site-specific studies of the aggregate licencing process should not be substituted for good planning. Unless the Guideline is applied to aggregate operations as Class III industrial facilities without exemption, and planning authorities are given the tools and human and financial resources to carry out the expectations in this Guideline, land use compatibility and the potential for conflict with nearby sensitive land uses cannot be resolved.

## **SUMMARY OF RECOMMENDATIONS**

### **GWO Recommendation #1**

- Apply the Guideline in the same manner for new or expanding aggregate operations as for sensitive land uses.

### **GWO Recommendation #2:**

- Maintain the conceptual distinction between compatibility and co-existence.
- Distinguish between minor and major impacts.
- Ensure the MECP Guideline aligns with national and international agreements as well as the provinces' social, environmental and climate change responsibilities.

### **GWO Recommendation #3:**

- Apply the same requirement for new or expanding major facilities near established and planned sensitive land uses as for sensitive land uses being proposed near major facilities.
- Consistently apply all relevant PPS clauses.

### **GWO Recommendation #4:**

- Change the word 'should' to 'shall' to provide clear direction to ensure incompatible uses are not enabled nor approved.

### **GWO Recommendation #5:**

- Change 'should work together' to 'shall work together'.
- Enable collaboration to achieve the desired outcome of compatibility.
- Clearly identify the government's responsibility for the Duty to Consult with Indigenous Peoples and ensure it is implemented at the outset of development when changes in land use are being considered.

### **GWO Recommendation #6:**

- Do not overburden planning authorities' capacity and planning budgets.
- Review the viability and effectiveness of Local Planning Boards to carry out high level planning functions.

**GWO Recommendation #7**

- That new or expanding aggregate operations:
  - Apply the prescribed AOI and MSD required for Class 3 Major Industrial Facilities proposed near Sensitive Land Uses,
  - Measure separation distances (AOI and MSD) from the property boundary of the proposed aggregate operation (Class 3 Major facility) and from the property boundary of the existing sensitive land use to accommodate future expansions of the major facility,
  - Adhere to the Guideline for a Class 3 Major Facility (as identified in Section 2.2 Table 1) with the understanding that some aggregate operations may cause adverse effects beyond the MSD of 500 M and in some cases, beyond the AOI of 1000 M
  - Be subject to the steps in Section 2.5 for a proposed or expanding major facility that is within the AOI or MSD of an existing or planned sensitive land use.
  - Recognize Section 2.9 of the Decision Tree for Land Use Compatibility that may result in a proposed Major Facility not going ahead if expected adverse effects cannot be minimized and/or mitigated to the level of no adverse effects.

**GWO Recommendation #8**

- Apply the same requirement for Demonstration of Need in the same manner to new or expanding major facilities as for sensitive land uses being proposed near major facilities.
- Ensure compatibility is a two way process.

**GWO Recommendation #9**

- Should a planning authority conduct a review of a proponent's compatibility study with in-house expertise, the expense should be borne by the proponent.

**GWO Recommendation #10**

- Ensure compatibility goes both ways.
- Do not overburden planning authorities with EPA compliance issues.
- Review the viability and effectiveness of Local Planning Boards to deal with EPA complaints and compliance issues.

**GWO Recommendation #11:**

- Do not overburdening planning authorities' capacity and planning budgets.
- Review the viability and effectiveness of Local Planning Boards to not only develop by-laws but to carry out their enforcement.

**GWO Recommendation #12:**

- MECP to take responsibility for monitoring and compliance regarding their mandate for the environment as it relates to major facilities.

**GWO Recommendation #13**

- Be explicit regarding all compatibility requirements.
- Clearly identify that the PPS is to be read in its' entirety.
- Aggregate operations should not take precedence over municipal planning.
- Recognize the difference between the planning and licensing functions.

**GWO Recommendation #14:**

- Consider equity and the balance of land uses as well as opportunities for future generations.

**GWO Recommendation #15:**

- Clearly indicate that MECP Guidelines relate to noise, dust, odour and vibrations only.
- Clearly indicate that planning authorities need to consider all adverse effects when considering planning proposals.

**GWO Recommendation #16:**

- Include land use compatibility provisions to protect sensitive land uses and the environment from the adverse impacts of fly rock.
- Consider the cumulative effects of past, current and future developments before there are unsightly and irreversible effects.

**REFERENCES:**

Arnstein's Ladder of Public Participation, found at:

(<https://www.citizenshandbook.org/arnsteinsladder.html>.)

**EPA D-Series Guidelines**

- D-1 Land Use and Compatibility
- D-1-1 Land Use Compatibility: Procedure for Implementation
- D-1-2 Land Use Compatibility: Specific Applications
- D-1-3 Land Use Compatibility: Definitions
- D-6 Compatibility between Industrial Facilities
- D-6-1 Industrial Categorization Criteria
- D-6-3 Separation Distances

**Government Documents:**

- Aggregate Resources Act Regulations, Amendments 2020
- Aggregate Resources of Ontario Provincial Standards, Amendments 2020
- Provincial Policy Statement 2020
- Ontario Planning Act
- Mineral Aggregate Resources Policy Statement and Guideline on Implementation
- Ontario Environmental Protection Act (EPA)

World Commission on Environment and Development. Our Common Future, Oxford, UK. Oxford. University Press. 1987.

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## **Mark L. Dorfman, Planner Inc.**

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**June 21, 2021**

**Report to:** Township of Ramara Committee of the Whole  
**Subject:** Proposed Land Use Compatibility Guideline  
Ministry of Environment, Conservation and Parks (MECP)

### **Recommendations**

1. That the Committee of the Whole receive the Report, 'Proposed Land Use Compatibility Guideline', dated June 21, 2021, as presented by Mark Dorfman; and
2. The Township of Ramara shall submit this Report and Recommendations to the Ontario Ministry of the Environment, Conservation and Parks under Environmental Registry of Ontario Number 019-2785, prior to July 3, 2021, to [mecp.landpolicy@ontario.ca](mailto:mecp.landpolicy@ontario.ca)

At its meeting held on June 7, 2021, the Committee of the Whole passed a motion requesting "A report regarding the Aggregate sections of the proposed Land Use Compatibility Guidelines".

On May 4, 2021, MECP published the proposed Guidelines for public consultation. This is one of four initiatives that were issued at the same time. These initiatives are intended "to strengthen compliance tools that hold polluters accountable and create consistent guidelines to prevent and address noise and odour issues."

Submissions to MECP are to be made on or before July 3, 2021.

### **EXISTING D-SERIES GUIDELINES**

The MECP intends to update and replace the D-Series Guidelines related to land use compatibility that has existed since July 1995. The existing Guideline D-6, "Compatibility Between Industrial Facilities and Sensitive land uses" applies to the land use planning process "to prevent or minimize future land use problems due to the encroachment of sensitive land uses and industrial land uses on one another".

The D-6 Guideline does not apply to pits and quarries if there are site specific studies related to an aggregate application. Otherwise, as I understand, when an official plan/ amendment and zoning bylaw/amendment are considered for new sensitive land uses encroaching on an existing pit or quarry, the D-6 Guideline should be used by the municipality. Although not clearly enunciated in the D-6 Guideline, I believe that the D-6 Guideline should be used when the municipality is considering planning applications for new and expanding pits and quarries.



## **THE PROPOSED LAND USE COMPATIBILITY GUIDELINE**

### **Overview**

The proposed Guideline focuses on official plan and zoning bylaw updates; applications to amend the official plan, the zoning bylaw, site plan applications, and plan of subdivision applications. It is clearly stated that the municipality should use the Guideline where a new or expanding sensitive land use is proposed near an existing or planned major facility and where a new or expanding major facility is proposed near and existing or planned sensitive land use.

A **Major Facility** includes Resource Extraction Activities. A **Sensitive Land Use** is a building, amenity area or outdoor space, such as dwellings, day care centres, health and education facilities, public parks, harbours.

The Guideline is used to enable certain land uses to coexist in the long-term. Compatibility is two ways: it means that adverse effects such as noise, dust, odour and vibration from Major Facilities on Sensitive Land uses can be achieved, and that complaints from nearby Sensitive Land Uses do not add costs to Major Facilities for mitigation after the fact.

### **COMPATIBILITY METHODOLOGY**

- (a) Municipalities are guided to determine **Areas of Influence ("AOIs")** and **Minimum Separation Distances ("MSDs")** surrounding existing or planned Major Facilities that are established by the Province. The AOI for Aggregate Operations is 1,000 metres. The MSD for Aggregate Operations is 500 metres. **The AOI and the MSD only apply to new or expanding Sensitive Land Use proposals near a Major Facility aggregate operation.** (See Table 1, pages 23 to 25).
- (b) The Municipality is directed to undertake a **Compatibility Study** if a development proposal is in an AOI of 1,000 metres. The Compatibility Study assesses where potential noise, dust, odour and vibration adverse effects are very likely to occur and incompatible development should not normally take place in the minimum 500 metre MSD.
- (c) A **Demonstration of Need Study** is required by the municipality to determine whether there is an identified need for the proposed Sensitive Land Use in the proposed location in the AOI, and if alternative locations outside the AOI have been evaluated and there are no reasonable alternative locations. Mitigation Measures would be needed to ensure no adverse effects or potential impacts and no Sensitive Land Use in the MSD.

#### **The Township of Ramara recommends:**

1. **that the Land Use Compatibility Guideline should apply to new or expanding Aggregate Operations that are near existing and planned Sensitive Land Uses, as well as new or expanding Sensitive Land Uses.**





2. that the Minimum AOIs and the Minimum MSD should apply where there are new or expanding Aggregate Operations near existing or planned Sensitive Land Uses, as well as new or expanding Sensitive Land Uses.
3. that if the Municipality is required to undertake a Compatibility Study, the Municipality should not be required to pay for the total cost of a Compatibility Study where there are planning applications for new or expanding Aggregate Operations and new or expanding Sensitive Land Uses.
4. that if the Municipality is required to undertake a Demonstration of Need Study, the Municipality should not be required to pay for the total cost of a Demonstration of Need Study for proposed Sensitive Land Uses in the AOI and MSD of the existing Aggregate Operations.
5. that if the Municipality is required to pay for the required Compatibility and Need Studies, it is appropriate that the Municipality may deny the acceptability of planning applications.
6. that the Land Use Compatibility Guideline shall be used by the Municipality to assess the appropriateness of licence and planning applications under the *Aggregate Resources Act* and the *Planning Act* and approve or deny according to good planning, conformity and consistency.

#### **AGGREGATE SECTOR CONSIDERATIONS (APPENDIX D)**

In the existing Ramara Official Plan, Schedule "D" identifies in the order of 12,560 hectares of land as "High Potential Mineral Aggregate Resource Areas" (HPMARAS). This represents 30% of the Ramara's total land area. The total HPMARA consists of predominately bedrock resources. The HPMARA excludes designated Settlement Areas. The boundary of the HPMARA is located a minimum of 1,000 metres from existing and planned Sensitive Land Uses such as designated Settlement Areas, designated Shoreline Residential Areas, First Nation Reserve lands, and Provincially Significant Wetlands. The HPMARA is consistent with the spirit of the D-6 Guideline.

There are 14 licenced Quarries and 8 licenced Pits in Ramara that annually produce in the order of 3 million tonnes of aggregate on 1,660 hectares. Ramara is one of the top 10 producers in the provincial Growth Plan Area.

In Ramara, 13 of the 14 licenced quarries are located within the identified HPMARAs, thereby achieving the objective of land use compatibility with designated residential sensitive land use areas. The only quarry that is not within an HPMARA is currently proposing to expand its aggregate operation within the 1,000 metre AOI and the 500 metre MSD. This matter is scheduled to be heard by the Ontario Land Tribunal.



Following from the above recommendations, the following issues arising from Appendix D - Aggregate Sector Considerations raise several issues and recommendations for improvements to the proposed Land Use Compatibility Guideline.

#### **Issues Regarding Noise, Dust and Odour Emissions and Other Adverse Effects**

- (a) On page 77, it is suggested that municipalities “will also need to consider other potential *adverse effects*, such as the potential for groundwater and surface water contamination, which are not discussed specifically in this section”. This statement is very general and applies to all Major Facilities proposed in a municipality. Ramara understands that there are other adverse effects or impacts on Sensitive Land Uses and that these are not included as considerations in these proposed Guidelines. This raises confusion when considering Major Facilities in general and Aggregate Operations specifically.

**7. The Township of Ramara recommends that the second paragraph on page 77 should be deleted.**

- (b) On page 79, there is a caution addressed to municipalities when considering Aggregate Operations:

It is important to plan land uses surrounding aggregate resources in a way that both prevents adverse impacts to *sensitive land uses* and ensures the long-term protection of aggregate resources.

The Township of Ramara Official Plan policies implement this approach by keeping Aggregate Operations away from settlement areas, shoreline residential areas and First Nation Reserves and provides opportunities within the identified HPMARAs for continued Aggregate Operations in the long-term.

**8. The Township of Ramara agrees with this caution and recommends that the proposed Guideline include the Ramara Official Plan case as one successful example for achieving this land use objective.**

- (c) On page 79, the second sentence in the first paragraph, as stated, raises a major concern for the Township of Ramara:

*Planning authorities* must consider the potential for *adverse effects* from aggregate operations (including existing, planned and potential future operations), such as traffic to and from the facilities, and noise and dust from blasting, crushing or other operations, for properties that require a planning approval.

I interpret this to mean that the Municipality is directed when assessing a planning application for Sensitive Land Uses, such as residential, that the Municipality is responsible for determining adverse effects as defined in the *Environmental Protection Act*. It is evident from this statement that the province expects that existing, planned and potential Aggregate Operations should have priority over Sensitive Land Uses. The



direction to the Municipality is onerous since it implies that an environmental impact assessment is required for any planning approval including a consent, minor variance or even one dwelling.

**9. The Township of Ramara disagrees that the Aggregate Operations should take precedence in municipal planning. Since the Aggregate Operation is the potential source of adverse effects, the adverse effect assessment must be undertaken by the aggregate proponent whether an Aggregate Operation is new or it is expanding near Sensitive Land Uses.**

- (d) On page 79, the second paragraph reiterates the provincial interest in Provincial Policy Statement 2020. In particular, policy 1.2.6.1 in PPS2020 sets out the provincial interest to balance the planning and development of Major Facilities and Sensitive Land Uses in order to avoid, minimize or mitigate adverse effects of Major Facilities. The effects are broader and include contaminants other than odour and noise and also the policy is to minimize risk to public health and safety, and to always ensure economic viability of Major Facilities.

Policies 2.5.2.4 and 2.5.2.5 in PPS2020 direct Municipalities to protect *mineral aggregate operations* and under certain "requirements" allow development and activities within identified mineral aggregate resource areas. These provincial policies are well understood. The paragraph continues with the caution that "these requirements are in addition to what is recommended in this Guideline."

This is interpreted to always mean that Aggregate Operations and Aggregate Resource protection take precedence over development of sensitive uses.

**10. The Township of Ramara reiterates that Aggregate Operations should not take precedence in municipal planning. Ramara has realized the balance between land uses and provides 12,560 hectares for protected Mineral Aggregate Resources.**

- (e) On page 79, paragraph 3 confirms that the onus is on the Municipality to demonstrate that new or expanding Sensitive Land Uses conform with the provincial AOIs and MSDs for existing or planned Aggregate Operations. This implies that if the Municipality has identified protected provincial Mineral Aggregate Resources required for planned Aggregate Operations, these areas essentially are unavailable for other development such as residential.

In many Municipal Official Plans, Mineral Aggregate Resources are identified as an overlay of existing designated settlement areas and built-up areas. This Guideline should be clear that to avoid potential adverse effects, the Ramara Official Plan model should be encouraged in all Municipalities



- 11. The Township of Ramara recommends that paragraph 3 on page 79 should be modified to add an option that municipalities should identify protected Mineral Aggregate Resources in appropriate areas beyond designated settlement areas and residential clusters in order to avoid potential adverse effects and land use incompatibility.**

- (f) On pages 79 and 80, the first sentence in paragraph 4 clearly enunciates the provincial objective:

The AOI and MSD in the Guideline are not applicable to land use decisions for new or expanding aggregate operations proposed near *sensitive land uses*. *Planning authorities* are required to address land use compatibility with respect to new or expanding operations, as required by the PPS.

This means that when a Municipality receives a planning application to amend the Official Plan and/or the Zoning Bylaw for an Aggregate site, the Municipality cannot use the AOIs and MSDs to separate the new or expanding aggregate operation from existing residential areas. Simply stated, the new or expanding aggregate operation can locate within 1,000 metres or even 500 metres, or less from an existing stable residential area.

In Ramara's experience, this direction is not acceptable and this municipality has already made the planning decision when identifying Mineral Aggregate Resource Areas, that aggregate operations are not appropriate within 1,000 metres of existing and planned residential areas.

- 12. The Township of Ramara strongly disagrees with the provincial direction that existing and expanding aggregate operations are not required to consider land use compatibility and may locate within 1,000 metres of existing and planned residential areas that are sensitive land uses.**

- (g) On page 80, reference is made to the role of the MNR "to assess potential impacts on existing nearby land uses and whether it is feasible to mitigate potential impacts through that process". Under the *Aggregate Resources Act* and the aggregate regulation and standards, the proponent for a licence is only required to consider an area of 120 metres surrounding the proposed licenced area for most impacts.

- 13. The Township of Ramara disagrees that there should never be a distinction between land use compatibility addressed in the *Aggregate Resources Act* and under the *Planning Act*. The AOIs and MSDs should be applied in both directions.**



- (h) The proposed Land Use Compatibility Guideline does not include an important contaminant emanating from Aggregate Quarries. The contaminant is fly rock. On January 1, 2022, Rule 22 of subsection 0.13 in Ontario Regulation 244/97 under the *Aggregate Resources Act*, comes into effect. It stipulates that an aggregate licensee shall ensure that the quarry is in compliance with the Rule as follows:

a licensee shall take all reasonable measures to prevent fly rock from leaving the site during blasting if a sensitive receptor is located within 500 metres of the boundary of the site.

Fly Rock discharge from a quarry blasting is a contaminant and it is likely to cause an adverse effect under the *Environmental Protection Act*. The Act requires that the licensee must report forthwith to the MECP if the contaminant may likely cause an adverse effect. The Ministry may issue an order for remediation and preventative measures. Currently, there is no provincial policy, regulation or guideline that protects the environment, people, property and natural heritage features on land and in the air and water from the discharge of fly rock from a quarry.

- 14. The Township of Ramara recommends that the MECP should modify the proposed Guideline to include land use compatibility provisions to adequately protect the environment beyond quarry sites from the possible adverse impacts of fly rock during blasting operations.**

Respectfully submitted,



**Mark L. Dorfman, F.C.I.P., R.P.P.**



# NEWS RELEASE

For immediate release: August 19, 2021

## Dr. Chirico Revokes Class Order Under Section 22 of the Ontario Health Protection and Promotion Act

NIPISSING & PARRY SOUND, ON – Effective immediately, the North Bay Parry Sound District Health Unit's (Health Unit) Medical Officer of Health, Dr. Jim Chirico, is revoking the Class Order under Section 22 of the Ontario Health Protection and Promotion Act. The Class Order came into effect on December 24, 2020.

"We have reached a time in the pandemic when the Class Order no longer reflects the management of high risk contacts, now that most of the population is immunized against COVID-19," explains Dr. Chirico.

"Revoking the Class Order represents how far we have come and how important immunizations have been in the management of the COVID-19 pandemic."

Throughout the pandemic, the vast majority of people who have tested positive for COVID-19 or were close contacts of a case have willingly self-isolated. No charges have been laid under the Class Order.

"It is important to recognize how well individuals who tested positive and close contacts have followed the self-isolation requirements throughout the pandemic," states Dr. Chirico. "Without this compliance I don't know what our local situation would have been."

Individuals who test positive for COVID-19 or those who are identified as unvaccinated or symptomatic close contacts are still required to self-isolate. Individuals who do not comply can still face individual Orders under Section 22; however to date, no instances have required this type of action.

For more information on the local COVID-19 situation, visit [myhealthunit.ca/COVID-19](https://myhealthunit.ca/COVID-19).

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### Media Inquiries:

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# NEWS RELEASE

For immediate release: August 12, 2021

## Health Unit Applauds Community Efforts in Slowing the Spread of COVID-19

NIPISSING & PARRY SOUND, ON – Dr. Jim Chirico, Medical Officer of Health and staff at the North Bay Parry Sound District Health Unit (Health Unit) extend a huge thank you to our district for their work helping to keep COVID-19 case numbers low. Our Health Unit has the second lowest cumulative rate of COVID-19 at 506.5 per 100,000, the Ontario-wide rate is 3,754.1 per 100,000.

“Over the past 18 months our community has come together to slow the spread of COVID-19,” explains Dr. Chirico, “We have received tremendous support from people following public health measures and our community partners have gone above and beyond to provide vaccination opportunities, self-isolation facilities and services to those who need support. Our low case counts are because of the commitment of our district. Thank you all for your hard work.”

However, Dr. Chirico cautions that our work is not done yet. “The province has announced that they will be shifting the way they look at key indicators for COVID-19 to hospitalizations and ICU numbers. By getting your COVID-19 vaccine, you are lowering your risk of hospitalization. A higher vaccination rate will reduce the chance of our ICUs being filled with COVID-19 patients.”

Public Health Ontario has found that people are eight times more likely to be infected by COVID-19 if they are unvaccinated, compared to those fully vaccinated. Those who wish to be vaccinated can do so by walking into any COVID-19 vaccine clinic in the district or by booking an appointment with a participating pharmacy. Eligible workplaces, community organizations, places of worship and others can also request to have a clinic on location through the [Mobile Clinic Request Form](#).

For more information visit [myhealthunit.ca](https://myhealthunit.ca) or contact the Health Unit COVID-19 Call Centre at [1-844-478-1400](tel:1-844-478-1400).

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# NEWS RELEASE

For immediate release: August 18, 2021

## Health Unit Reports Increase of Lyme Disease in District

NIPISSING & PARRY SOUND, ON – The North Bay Parry Sound District Health Unit (Health Unit) is advising caution for residents as an increase in Lyme disease has been detected in the district. Between April and July 2021, there have been two confirmed and two probable cases of Lyme disease amongst individuals residing in the Health Unit's district. Two of these reported cases were likely tick exposures within the district.

Of 84 ticks submitted to the Health Unit for identification and possible testing for Lyme disease so far in 2021, 29 were identified as black-legged ticks, also called deer tick or *Ixodes scapularis*, and four ticks tested positive for the causative bacteria for Lyme disease (*Borrelia burgdorferi*).

"The increase is unusually high for our district, as it is larger than our five-year average case count in humans," explains Dr. Carol Zimbalatti, Public Health Physician. "Individuals should always take proper precautions when conducting outdoor activities to avoid tick bites."

### Methods to prevent tick bites include:

- Use bug spray or other insect repellants that contain DEET or Icaridin;
- Wear long-sleeved shirts and long pants, and tuck your shirt into your pants and your pants into your socks;
- Wear light-coloured clothing to spot ticks more easily;
- Search your clothes and body for ticks at least once a day, paying special attention to areas such as the groin, navel, armpits, scalp, behind ears and knees;
- Don't forget to tick check children in your care;
- Try to stay on cleared paths when possible, as ticks are more commonly found in wooded areas, or in tall grasses, bushes and shrubs; and
- Take a shower as soon as you can after being outdoors.

### How to remove a tick:

If you find a tick on your body, remove it carefully with tweezers. Grasp the tick by the head as close to the skin as possible. If parts of the tick's mouth break off and remain in the skin, remove them with tweezers. If you can't remove the mouthparts, leave them alone and let the skin heal. Collect the tick, and make note of where you believe to have encountered it. See your health care provider right away, and when possible, bring the tick to the Health Unit.



For more information on Lyme disease, please visit the Health Unit website at [www.myhealthunit.ca/lymedisease](http://www.myhealthunit.ca/lymedisease) or call [1-800-563-2808](tel:1-800-563-2808).

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### Media Inquiries:

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# News Release

For immediate release: August 9, 2021

## Bring the COVID-19 Vaccine to You with the Mobile Clinic Request Form

NIPISSING & PARRY SOUND, ON – Workplaces, community organizations, places of worship and other groups can now request a COVID-19 vaccine clinic through the North Bay Parry Sound District Health Unit's (Health Unit) [Mobile Clinic Request Form](#). The form allows eligible groups to submit a request for a mobile vaccination team to come to their site and provide first and second doses of the COVID-19 vaccine.

The ability to request a mobile clinic is part of the Health Unit's efforts to reduce barriers in accessing the COVID-19 vaccine.

"Mobile clinics are another way we can reach individuals who wish to be vaccinated but may not have had the chance to get to a clinic," says Andrea McLellan, Director of COVID-19 Immunization Strategy. "It is important to us that everyone who wants to be vaccinated can be."

As of 10 a.m. on August 9, 2021, almost 78 per cent of residents in the Health Unit district 12 years of age and older have received at least one dose of the COVID-19 vaccine, while 68 per cent are fully vaccinated.

Eligible employers and other groups who may benefit from a mobile vaccination team can complete the form online at [myhealthunit.ca](https://myhealthunit.ca), or call the Health Unit COVID-19 Call Centre at 1-844-478-1400.

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### Media Inquiries:

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# PUBLIC SERVICE ANNOUNCEMENT

For immediate release: August 6, 2021

## COVID-19 Vaccine Clinics Cancelled at Sturgeon Falls Farmer's Market Location and Omischl Field in North Bay

NIPISSING, ON – The North Bay Parry Sound District Health Unit (Health Unit) wishes to inform the public that the COVID-19 Vaccine Clinics scheduled for Saturday, August 7 at the Farmer's Market Parking Lot (204 King Street) in Sturgeon Falls and at Omischl Field in North Bay have been cancelled.

More clinics are scheduled to take place in Sturgeon Falls and North Bay throughout the month. Individuals can stay up to date with clinic availability by visiting the [Health Unit website](#), or calling the COVID-19 Call Centre at [1-844-478-1400](tel:1-844-478-1400).

-30-

### Media Inquiries:

Catherine Levac-Lafond, Bilingual Media Relations Coordinator

P: [705-474-1400](tel:705-474-1400), ext. 5221 or [1-800-563-2808](tel:1-800-563-2808)

E: [communications@healthunit.ca](mailto:communications@healthunit.ca)

# PUBLIC SERVICE ANNOUNCEMENT

For immediate release: August 10, 2021

## COVID-19 Vaccine Clinics to be Held August 10 to 14, Walk-Ins Welcome

NIPISSING & PARRY SOUND, ON – The North Bay Parry Sound District Health Unit (Health Unit), in collaboration with community partners, will be holding COVID-19 vaccine clinics this week throughout the Health Unit district. Individuals may walk in without booking an appointment. Clinics will offer both Pfizer and Moderna vaccines.

Clinics this week include:

### Parry Sound:

- Tuesday, August 10 at Bobby Orr Community Centre (7 Mary Street, Parry Sound) from 5 p.m. to 6 p.m.

### West Nipissing:

- Thursday, August 12 at Sturgeon Falls Arena (219 O'Hara Street, Sturgeon Falls) from 4:45 p.m. to 6 p.m.

### Mattawa:

- Wednesday, August 11 at Mike Rodden Arena (450 Hurdman Street, Mattawa) from 4:30 p.m. to 5:45 p.m.

### North Bay:

- Thursday, August 12 at North Bay Food Bank (1016 Fisher Street, North Bay) from 3 p.m. to 6 p.m.
- Friday, August 14 at Memorial Gardens (100 Chippewa Street West, North Bay) from 11 a.m. to 1 p.m.

For appointment availability, go to [Ontario.ca/BookVaccine](https://ontario.ca/BookVaccine) or contact the Health Unit COVID-19 Call Centre at [1-844-478-1400](tel:1-844-478-1400). For a complete list of upcoming clinics, visit [myhealthunit.ca](https://myhealthunit.ca).

-30-

### Media Inquiries:

Catherine Levac-Lafond, Bilingual Media Relations Coordinator

P: [705-474-1400](tel:705-474-1400), ext. 5221 or [1-800-563-2808](tel:1-800-563-2808)

E: [communications@healthunit.ca](mailto:communications@healthunit.ca)

# PUBLIC SERVICE ANNOUNCEMENT

For immediate release: August 16, 2021

## COVID-19 Vaccine Clinics to be Held August 16 to 22, Walk-ins Welcome

NIPISSING & PARRY SOUND, ON – The North Bay Parry Sound District Health Unit (Health Unit), in collaboration with community partners, will be holding COVID-19 vaccine clinics this week throughout the Health Unit's district. Individuals may walk in without booking an appointment. Clinics will offer both Pfizer and Moderna vaccines.

Clinics this week include:

### North Bay:

- Monday, August 16 at Memorial Gardens (100 Chippewa Street West, North Bay) from 5 p.m. to 7 p.m.
- Friday, August 20 at Elks Lodge (325 Elks Lane, North Bay) from 10 a.m. to 2 p.m.

### West Nipissing:

- Tuesday, August 17 at Ed Seguin and Sons (106 Bay Street, Sturgeon Falls) from 4:30 p.m. to 6:30 p.m.
- Thursday, August 19 at Sturgeon Falls Arena (219 O'Hara Street) from 4:45 p.m. to 6 p.m.

### Parry Sound:

- Tuesday, August 17 at Bobby Orr Community Centre (7 Mary Street, Parry Sound) from 5 p.m. to 6 p.m.
- Sunday, August 22 at the Carling Market (Carling Community Centre, 2 West Carling Bay Road, Nobel) from 11 a.m. to 2 p.m.

### Sundridge:

- Wednesday, August 18 at Sundridge, Strong, Joly (SSJ) Arena (14 Albert Street North, Sundridge) from 5 p.m. to 6 p.m.

Today marks the last day individuals will be able to book an appointment or walk in for a COVID-19 vaccine at Memorial Gardens. For appointment availability, go to [Ontario.ca/BookVaccine](https://ontario.ca/BookVaccine) or contact the Health Unit COVID-19 Call Centre at [1-844-478-1400](tel:1-844-478-1400). For a complete list of upcoming clinics, visit [myhealthunit.ca](https://myhealthunit.ca).

-30-

### Media Inquiries:

Catherine Levac-Lafond, Bilingual Media Relations Coordinator

P: [705-474-1400](tel:705-474-1400), ext. 5221 or [1-800-563-2808](tel:1-800-563-2808)

E: [communications@healthunit.ca](mailto:communications@healthunit.ca)

# NEWS RELEASE

For immediate release: August 27, 2021

## Mobile Vaccine Clinic is on the Move

NIPISSING & PARRY SOUND -The COVID-19 vaccine rollout is on the move as the North Bay Parry Sound District Health Unit (Health Unit) and the City of North Bay launch the Mobile Vaccine Clinic; a retrofitted city bus. Starting Tuesday, August 31, the accessible and convenient mobile clinic will travel across the Health Unit's district to help reduce barriers to getting the COVID-19 vaccine.

"Throughout the vaccine rollout we have adapted to the needs of those in our community. Through our partnership with the City of North Bay, we are able to deliver COVID-19 vaccination services exactly where they are needed. Mobile clinics make getting the COVID-19 vaccine more convenient and accessible," says Dr. Jim Chirico, Medical Officer of Health. "Appointments will not be required to use the bus, and both Moderna and Pfizer will be offered wherever the bus stops."

"We must work together to ensure we continue to increase our COVID-19 vaccination numbers. The City of North Bay is proud to support this initiative and help reach people throughout the North Bay Parry Sound District Health Unit's region," states Mayor Al McDonald. "The bus is another way our Health Unit is reducing barriers for those who want the COVID-19 vaccine, and I encourage those who are not yet fully vaccinated to take advantage of this new option."

Individuals wishing to attend a COVID-19 vaccine clinic or attend a mobile vaccine clinic can stay up-to-date with locations, dates and times on the Health Unit's website at [myhealthunit.ca/GetVaccinated](https://myhealthunit.ca/GetVaccinated). You can also walk-in to use the mobile vaccine clinic upon seeing it set up in the community.

All COVID-19 safety precautions will be followed. Individuals are required to follow public health measures, including wearing a face covering and practicing physical distancing. If possible, individuals should bring a piece of identification when attending a clinic. Do not attend a clinic if experiencing symptoms of COVID-19.

For more information on the local COVID-19 situation, visit [myhealthunit.ca/COVID-19](https://myhealthunit.ca/COVID-19).

-30-

## Media Inquiries:

Alex McDermid, Public Relations Specialist

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E: [communications@healthunit.ca](mailto:communications@healthunit.ca)

2020-2021

# District of Parry Sound Housing and Homelessness Plan Report



**Housing Programs**

**Parry Sound District Housing  
Corporation**

**Homelessness & Integrated  
Services**

**Esprit Place Women's Shelter**

**[www.psdssab.org](http://www.psdssab.org)**



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## **District of Parry Sound Social Services Administration Board Housing & Homelessness Plan Annual Report**

On behalf of the District of Parry Sound Social Services Administration Board, I am pleased to present our 2020-2021 Housing and Homelessness Annual Report.

Our communities have been faced with significant challenges as a result of COVID-19. Accordingly, we had to expand and develop programs to address the needs of our vulnerable population. Despite the upheaval that came with COVID-19, we have had the opportunity to utilize funding that was released as part of the 'Safe Restart' program, specifically the Social Services Relief Fund. We were able to financially support a number of community partners, such as; food security, virtual connections for ongoing counselling and group sessions, and programs that support youth, seniors and Indigenous groups.

A significant accomplishment in 2020-2021 was the development of temporary, short-term housing for people experiencing homelessness in our district. We have rented 26 rooms throughout the district at two hotels and have Homelessness Prevention staff working onsite. We partnered with Community Mental Health Association, West Parry Sound Health Center, Community Paramedicine, Nurse Practitioner-Led Clinics and the OPP to provide wraparound supports.

As always, we will continue to rise to the challenges that are presented to us. I'd like to extend a heartfelt thank you to all the staff and community partners in our district for continuing to move forward in a positive direction while supporting the housing and homelessness issues that we are facing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Zanussi'. The signature is stylized with a large, looped 'Z' and a long horizontal stroke at the end.

Mr. Rick Zanussi,  
Board Chair

## 2020 Achievements

- ✓ Implemented the new COHB program utilizing all of the 2020 funding allotment by December 31, 2020.
- ✓ We have successfully launched RGI simplification. As of July 1, 2020, all annual reviews are calculated using the most recent Notice of Assessment (NOA) from Revenue Canada rather than t-slips and monthly income such as paystubs.
- ✓ Reviewed and implemented new changes to the *Housing Services Act, 2011*.
- ✓ New exterior and screen doors were installed at the Golden Sunshine building in Powassan.
- ✓ On August 31, 2020 the DSSAB had the pleasure of hosting a tour for Minister Steve Clark, Municipal Affairs and Housing and our Member of Provincial Parliament, Norm Miller at the Almaguin Manor in Burk's Falls.
- ✓ On September 1, 2020 we attended a tour with Minister Clark and Norm Miller at the Community Hub in Parry Sound. From there, Norm Miller hosted a 'Supportive Housing Consultation' at the DSSAB with a number of community partners. This was an opportunity for community partners to discuss Supportive Housing in rural and northern settings.
- ✓ Housing Programs transitioned from using Excel for rent calculations to YARDI.
- ✓ Engagement with non-profit housing providers about changes to legislation including the 2021 rent freeze.
- ✓ New roofs were installed on several of our buildings and town homes, as well as updated entries at 2 buildings.

## 2021 Achievements

- ✓ Released our first H.O.M.E Network newsletter.
- ✓ Go Live date for Rent Café, the cloud based waitlist system, was January 18, 2021 and we hope to see on-line applications later this year.
- ✓ Acquired 18 hotel rooms at the Midtown Hotel in Parry Sound and 8 rooms at the Caswell Hotel in South River to use as transitional housing.

## Ongoing Plans

- ✓ H.O.M.E Network on-line meeting currently scheduled for September 14, 2021.
- ✓ Continue engagement with the School Board & First Nations to gain knowledge of target groups.
- ✓ One Ontario renovates project currently in the beginning stages.
- ✓ 2021 Enumeration By Name List currently in planning stages, completion by December 31, 2021.
- ✓ Installing security cameras at all LHC buildings.

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## Enumeration 2021

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Enumeration was originally scheduled for 2020 but was put on hold by the Ministry, partly due to COVID-19 restrictions and also to rethink the strategy for collecting the data. For Enumeration 2021, the Ministry of Municipal Affairs and Housing (MMAH) has introduced a By-Name List approach by using a Point-in-Time Count method. Our agency is currently in the planning stages with an estimated Point-in-Time Count date sometime this fall.

What is a Point-in-Time Count method?



A Point-in-Time Count is a count of sheltered and unsheltered homeless persons on a single night. A Point-in-Time Count is intended to capture numbers and basic demographics of persons experiencing homelessness at a single point in time.

What is a By-Name List?



A By-Name List is a real-time list of all people experiencing homelessness in our community. The list will be created by conducting a Point-in-Time Count which includes collecting demographic information about people experiencing homelessness using a set of 17 common questions that align with the enumeration approach used by the federal Reaching Home Program.

By-Name Lists for people experiencing homelessness can help connect people to services and can create a foundation for better service coordination. They provide a more standardized approach for assessment and referral protocols to make sure clients are being matched to the services they need.

## Housing Programs 2020 Calendar Year

### Social Housing Waitlist



### Housing Assistance Programs

#### Rent Supplement

17 households receive a rental supplement. Paying rent-geared-to income rents in a private or non-profit market rental.

#### Housing Allowance

30 households receive a housing allowance of \$225 monthly through this Affordable Housing program.

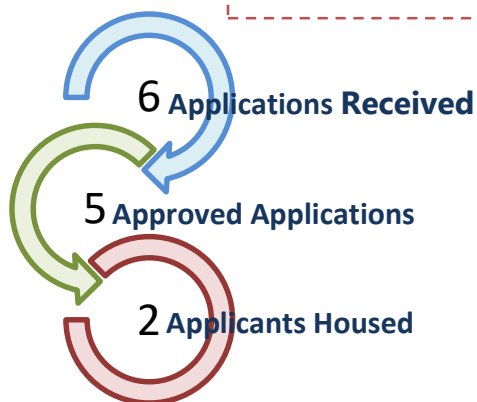
#### Home Ownership

13 households have maintained their Homeownership agreement. 2 have been discharged in the 2020 year.

#### Ontario Renovates

92 households have maintained their Ontario Renovates agreement. 4 have been discharged in the 2020 year.

### Special Priority Program (SPP)



SPP applications are available for people fleeing domestic violence situations and victims & survivors of human trafficking.

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## Canada-Ontario Housing Benefit (COHB)

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The Canada-Ontario Housing Benefit (COHB), a new funding program in 2020, provides a Portable Housing Benefit to assist with rental costs. This provincially mandated benefit is available to eligible priority groups who are on the Centralized Waitlist.

A Portable Housing Benefit is a monthly subsidy provided to low-income households to assist with housing costs. This is tied to the household and can be used to help pay rent anywhere in Ontario.

The COHB pays the difference between 30 per cent of the household income and the average market rent in the area. For recipients of social assistance, the COHB will pay the difference between the shelter allowance and the household rent and utilities costs.

The program is administered by the Province of Ontario and the benefit amount will be reviewed every year.

If you receive a COHB, you must agree to be removed from the Centralized Waitlist as required by Provincial program guidelines.

**The Parry Sound DSSAB has secured the new COHB funding for 33 individuals or families and exhausted our funding for the 2020 year. Beginning in March, 2021, we have received additional funding for 6-8 more spots and are currently working to get those filled in the coming months.**



**The Government of Ontario passed legislation to freeze rent at 2020 levels. This means that rents will not increase in 2021 for the vast majority of rented units covered under the *Residential Tenancies Act*. This includes all rent-geared-to-income units and market rent units in community housing, as well as any affordable housing units.**

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## Parry Sound District Housing Corp. Tenant & Maintenance Services

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2020 was a challenging year for Parry Sound Housing Corp. with staffing changes, retirement of senior staff, and COVID-19. We had to make sure COVID restrictions and protocols were put in place for all of our buildings across the district. Part of that was providing PPE to staff, tenants, and custodians, increasing cleaning and sanitizing, closing public washrooms and common rooms, self screening for tenants and more in depth screening for contractors coming into the building, as well as information sharing and keeping tenants up to date in order to keep them safe.

### Wellness

As the pandemic brought things to a halt last year, the Paramedicine program suspended it's services for a while, so the Community Relations Workers (CRW's) stepped up are making monthly phone calls to our tenants to check in on their health & well-being. The CRW's offered community information including where to access mental health services, food bank info, tax information, etc. On average the CRW's are collectively making approximately 40 wellness checks per month.

The Paramedicine program resumed in both East & West Parry Sound late fall. They currently visit 7 of our multi-unit buildings.

The CRW's assisted many of our most vulnerable tenants with the scheduling and arranging of their COVID vaccinations including in some cases transportation.

The CRW's continue to liaise with community partners on behalf of tenants who need supports or extra services. They continue to work with programs and agencies such as: The Friends, COAST, Community Mental Health, Community Living Parry Sound & Almaguin Highlands Community Living, Ontario Public Guardian & Trustee, Ontario Works, Ontario Disability Support Program, Ontario Provincial Police, ORKIN, Home and Community Care Support Services, and many other agencies and partners.

### Maintenance

Between April 2020 and present the Maintenance department created 784 work orders for maintenance.

### Tenant Engagement

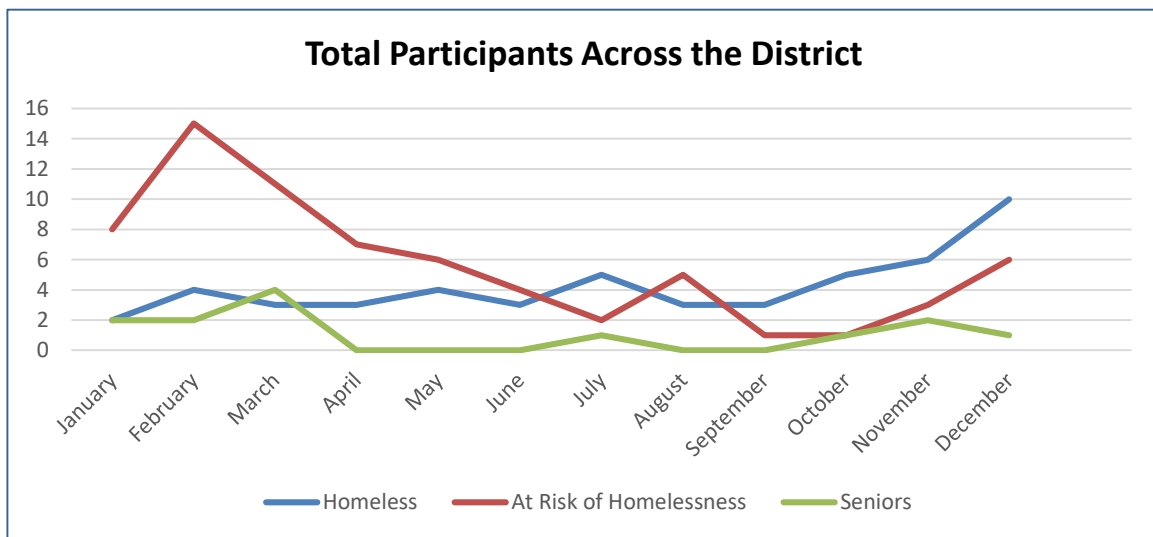
Instead of running in person workshops, our CRW's designed more newsletters and ran contests to engage tenants and children. Our most recent was a children's colouring contest for spring along with a word search for adults. All adult submissions were put into a draw for grocery gift cards and all children received a Spring activity package put together by the CRW's.

The team is currently working on a Spring Dog Owner package for all tenants who own dogs.

## Homelessness & Integrated Services (HIS) 2020/2021

The number of participants to Ontario Works and referrals to the Homelessness Program were less than compared to previous years, however the clients had more complex challenges that required more communication and coordination from staff.

*(\*\*Client numbers may be down as people may have applied for and received CERB/CRB- although not truly eligible. This will be identified during the 2020/21 Tax Season)*



In July of 2020 it was announced by the Ontario Government that a new funding option was to be available called the Social Services Relief Fund (SSRF), as part of a COVID-19 Action Plan to Protect Vulnerable Ontarians.

The DSSAB was able to use this SSRF funding to secure 18 rooms at the Midtown hotel in Parry Sound, and 8 rooms at The Caswell Hotel in Sundridge, in January, 2021. These rooms are to provide transitional housing options to clients as the housing market and COVID-19 pandemic have made it even harder to find adequate and affordable housing options. They are currently both at full capacity.

The Community Relations Workers (CRW's) for HIS are now working on site at the hotels and have established partnerships with CMHA, WPSHC NP clinics, Paramedicine, and OPP, to assist in supporting the clients when needed.

## Community Homelessness Prevention Initiative (CHPI) 2020

*(Numbers below reflect the combined, unduplicated issuance from the Homelessness & Integrated Services Program and Ontario Works)*

### People Experiencing Homelessness

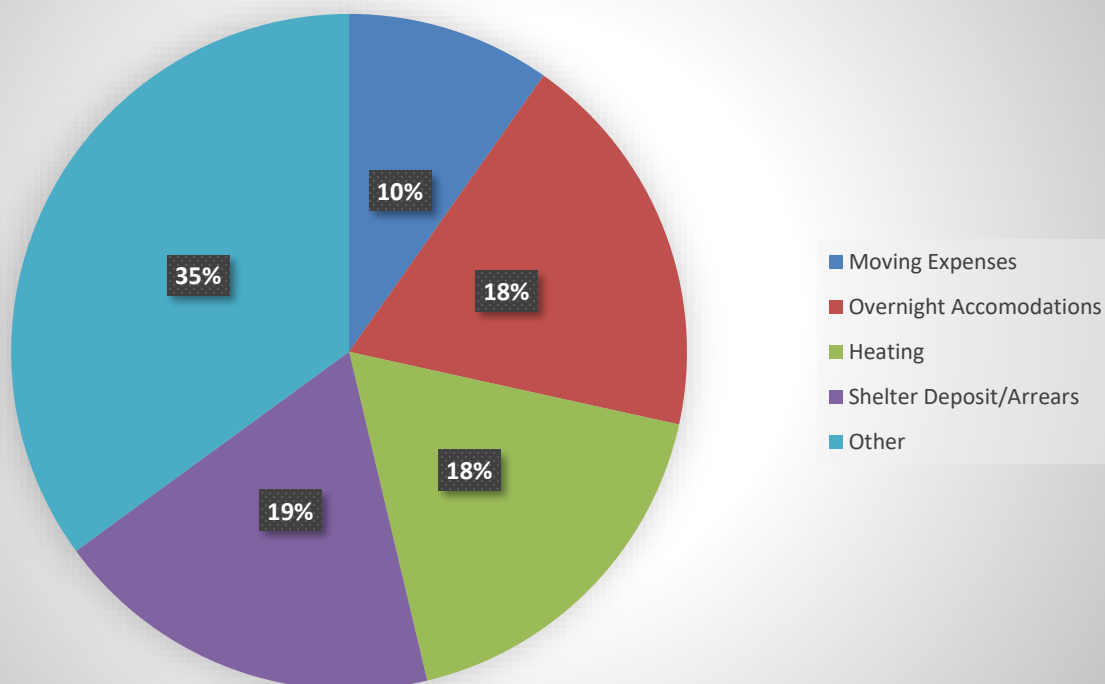
Total Households Assisted: 88

### People At-Risk of Homelessness

Total Households Assisted: 306

The Community Homelessness Prevention Initiative (CHPI) provides funding to support low income people, and people on fixed incomes. CHPI funding is used to help keep clients housed or prevent homelessness.

### Top 5 Reasons for Issuance in 2020

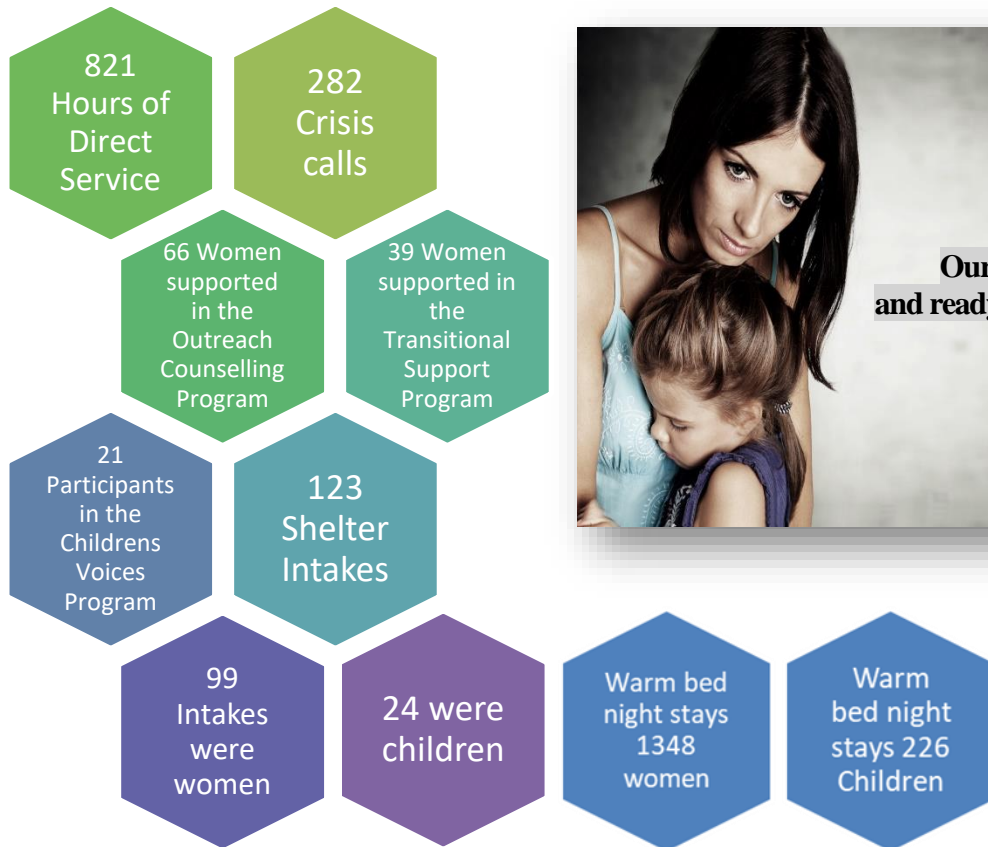


\*Other may include but not limited to; supports to obtaining housing, emergency home repair, food and/or transportation etc.





## Family Resource Centre 2020



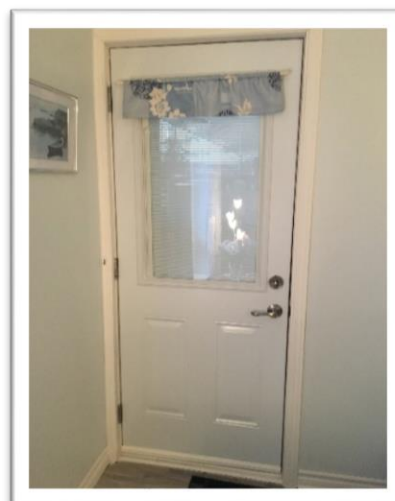
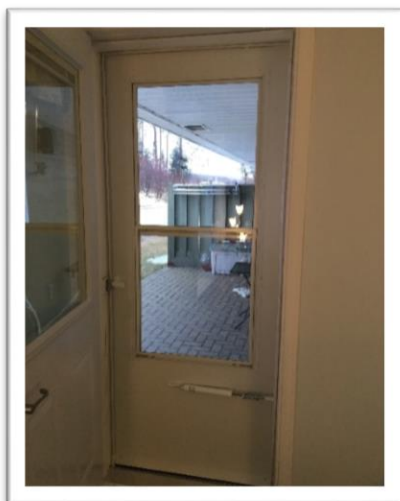
### View from the Inside:

We have had to modify capacity and change some processes during the pandemic, including intake process, PPE precautions, and restricting client's movement around the community during lockdown/stay at home orders. This has been challenging in terms of weighing risks to the clients and staff in the shelter as well as women at risk in the community, but like everyone, we've adapted with what we've had to do. We have had to limit our capacity to only serving those fleeing abuse or violence currently in their lives, which has been hard but also has allowed the shelter a reset to mandated service and focus on what we are meant for. We've been doing a lot more radio and social media information-sharing, and trying to switch to virtual services where possible.

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## **Parry Sound District Housing Corporation 2020 Golden Sunshine Update**

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Golden Sunshine is a seniors building located at 325 Catherine Street, Powassan, ON. The building is independent living for people who are 65 years of age and older. The units consist of 18 one bedroom and 2 two bedroom units. In 2020, they were able to update all exterior doors including new screen doors with OPHI funding.

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## **Beaucrest Update**

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Beaucrest is a 40 unit seniors building located at 21 Bowes Street in Parry Sound. OHPI funding was also secured for Parry Sound Non-Profit Housing Corp. to update the windows at Beaucrest. This project was to be completed in 2020, however, construction has been delayed due to COVID. The hopes are that this project will be completed by the Fall, 2021.



## Positive Outcomes Despite COVID-19



We have been adjusting to our 'new normal' and have made ongoing changes to our practices ensuring that our staff, clients and community members are able to access our services in a safe and appropriate manner. Even though it has been a challenging year, there have been some positives.



Esprit Place has been able to shift back to mandate at the shelter. Due to lower capacity, only clients who are fleeing violence or abuse currently are being admitted. This has allowed staff to become reacquainted with the anti-violence work they are actually meant for, while other programs have stepped up in helping out those clients who don't fit the current mandate.



Housing Programs has had the opportunity to interact with clients differently than before. Staff have been calling clients to do waitlist updates which has reached quite a number of people that they might not have otherwise. They have been able to do wellness checks and share information at the same time as updating their waitlist info. They have also adapted to a more digitally friendly working environment which has allowed them to be less paper based.



The HIS department was able to use the Social Services Relief Fund to secure hotel rooms across the district for transitional housing that was so desperately needed. Community partnerships were also established which is key in providing wrap around supports for our communities most vulnerable.

## Harvest Share Community Food Programs

Harvest Share Community Food Programs is a non-profit, charitable organization based in Parry Sound, ON. Our mission is to improve access to healthy, nutritious food for individuals and families in need in the District of Parry Sound.

**WE BELIEVE THAT ACCESS TO FOOD IS A BASIC HUMAN RIGHT, NOT A PRIVILEGE.**

In 2020 we provided a total of **287,154** meals to our community. The total number of visits to our food bank last year was **13,674** - an average of **400 clients** needing our services each month. We were able to reach **8,970** Adults, **1,377** Seniors, and **3,327** Children under 16 that were in need in our community.

**Total number of deliveries of hampers and hot meals to community members in need in 2020 - 964**

Our Food Rescue Program allowed us to rescue **113,623lbs** of food in 2020. Through our new Outreach Program, we were able to share **55,157lbs (48.5%)** of our rescued food with our community partners.

**We offer curbside pick up 4 days a week and delivery services 3 days a week.**

 @psharvestshare  Parry Sound Harvest Share

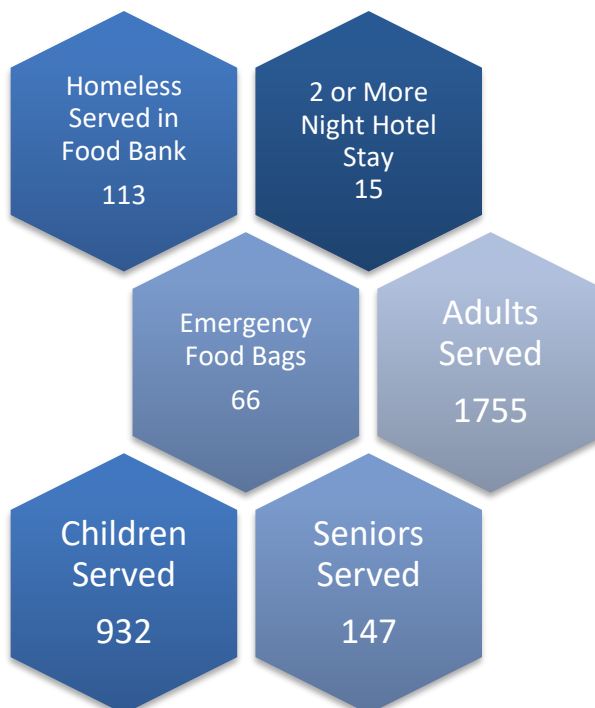
Website: [www.parrysoundharvestshare.com](http://www.parrysoundharvestshare.com)

IF YOU OR SOMEONE YOU KNOW COULD  
USE OUR HAMPER SERVICE PLEASE  
CONTACT 705-774-9111 OR EMAIL  
[harvestsharedelivery@gmail.com](mailto:harvestsharedelivery@gmail.com) to  
make arrangements for a curbside pick  
up or delivery.



Harvest Share provides a bi-weekly  
(every other week) Community  
Dinner through take out or delivery,  
to access this service please call  
705-774-9111

## The Salvation Army Food Bank – 2020



### Salvation Army Rainbow County Church Emergency Food Bank

61 Gibson Street

Parry Sound

705-746-5341

Tues - Fri 1-3 pm

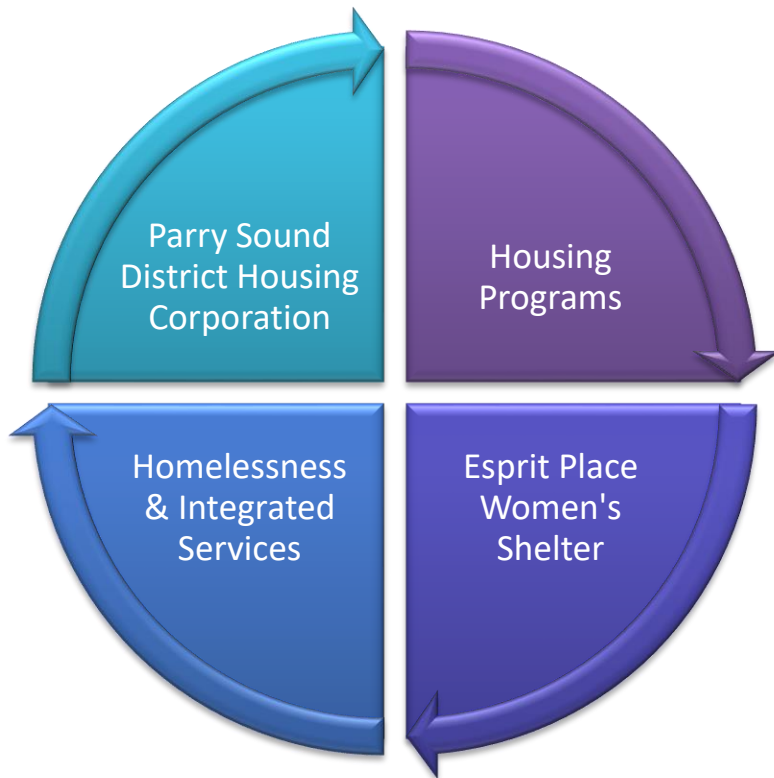
\*By appointment only



Giving  
Hope  
Today

## Appendix A: Annual Reporting Template: Reporting on the Progress of the Plan

Objectives	Outcomes	Measures	Targets	Annual Progress/ Achievements
To focus on creating additional transitional units within the District to assist chronically homeless people.	Increase transitional housing including supports.	Number of transitional units created per year.	Increase by one unit per year.	One-year pilot underway for the "Hotel" project which includes 25 total units: 18 West, 7 East
To work with Non-Profit and private sector developers to increase market and affordable homes within the District.	To improve access to housing for people across all levels of the housing spectrum.	Number of market and affordable homes created per year.	Create 10 affordable units per year.	The NOAH project is underway and will house 25 Affordable Units and 25 Market Units.
To focus on building stronger relationships with our Indigenous Communities. To utilize COCHI funding to support the sustainability of our Indigenous Non-Profit housing provider.	Working toward a Memorandum of Agreement to increase partnerships, coordinated access to services with culturally based services with Indigenous Partners.	Number of Indigenous rent-geared-to-income units supported by COCHI.	Repair 5 units through COCHI.	N/A *PSDSSAB did not receive COCHI in Year 1 or Year 2. We will utilize Year 3 COCHI for repairs/sustainability.
To provide Home Ownership and Ontario Renovates programs to assist homeowners in remaining in their homes & supporting those looking to enter the homeowner market.	To assist with the high cost of purchasing a home & the costs associated with aging housing stock.	Number of households supported through Home Ownership & Ontario Renovates programs.	Complete two Home Ownership agreements & eight Ontario Renovates projects over five years.	Due to COVID and rising real estate market in our district, Home Ownership was not a viable option for new home owners. Currently 1 Ontario Renovates in progress, with more possibly coming soon. OPHI funding was able to provide funding to 3 Non-Profit housing providers for repairs.
To continue to work toward development of innovative Housing First strategies in an attempt to reduce homelessness.	To continue rapid rehousing & providing the supports necessary to achieve long-term housing stability.	CHPI statistics including number of people housed.	Successful interventions as determined by the number of people housed.	The Homelessness department has been able to house 32 individuals or families.
To focus on the development and maintenance of relationships with community partners and services across the District.	To continue to build and maintain coordination and communication networks to further support clients.	Ongoing commitment to participating in networks.	Continuing active participation in community networks.	Developed a newsletter for HOME Network group to update on the year. Continue to attend IMPACT (Situation Table on a bi-weekly basis).



“We are committed to the provision and promotion of services that assist individuals in attaining an optimum quality of life and that contribute to the well-being of the community”

**District of Parry Sound**



Social Services  
Administration Board

1 Beechwood Drive

Parry Sound, ON

P2A 1J2

[www.psdssab.org](http://www.psdssab.org)





9 August 2021

Working together to plan for the future of long term care

## Majority of municipalities now support request for consolidation of long term care

A majority of municipalities responsible for operational and board management of Belvedere Heights Home for Aged have now agreed to remove themselves from the delivery of long term care.

The Municipality of Whitestone and the Township of McMurrich-Monteith are the latest two municipal councils to endorse the request that originated with a decision made by the board Belvedere Heights. Whitestone and McMurrich-Monteith approved the necessary by-law during their meetings on Tuesday 3 August.

Ontario's Long Term Care Act allows northern municipalities to make this decision if the majority of a home's supporting municipalities agree to a 'surrender' of the LTC beds. It is also the Act that places McMurrich-Monteith among the seven municipalities that traditionally comprise West Parry Sound. The majority consensus to step away from long term care has now been achieved based on by-law approvals in July from the councils of McKellar, McDougall, and Seguin. The remaining municipalities include the Town of Parry Sound, Carling Township, and The Archipelago.

The request to step away from long term care was sent by the board of Belvedere Heights to all eight municipal councils in late June. The seven-member board (including two members appointed by the Province) represent the eight municipalities. Majority-approval of the board's request now triggers an official process under the Long Term Care Act that can include a five-year timeline. The Belvedere Heights board and supporting municipal councils have asked for that duration to be waived.

continued on next page

The board of Belvedere Heights is very thankful for the ongoing support that is being received from the municipalities we represent. Council decisions endorsing our request for the consolidation of long term care delivery within West Parry Sound will support our work to plan for the future delivery of care and services - improving the quality of life for our communities now, and well into the future.

We will continue to engage and communicate openly with our residents and families, staff, and supporting municipalities. The decision to consolidate the delivery of long term care is an important step in a long journey. We are proud of our staff and remain committed to the provision of safe exceptional care.

*Belvedere Heights Board Chair,  
Lynne Gregory*



# Working together to plan for the future of long term care

continued from previous page

- In early May, the board of Belvedere Heights invites governance and staff participation in a West Parry Sound Long Term Care Advisory Committee that includes representation from Lakeland Long Term Care and West Parry Sound Health Centre. With the release of Ontario's Long-Term Care COVID-19 Commission report in late April, local health system leaders take action to accurately explore future need, current capacity, and the way long term care services will be safely and efficiently delivered into the future.
- The boards of Lakeland Long Term Care and West Parry Sound Health Centre have each approved motions to receive responsibility for the beds 'in principle' - if the municipalities decide to 'surrender' the beds, if the legislative process moves forward with government support, and pending a feasibility/financial analysis.
- A Sudbury-based architectural firm is currently at work on a Site Master Plan review of the health centre's 32-acre property. The plan will determine the site's capacity to include additional long term care beds and other services in support of community health and wellness. A Site Master Plan report is expected this fall.
- An engineering study is being completed at Belvedere Heights to help determine the current state and future longevity of the building and all of its major structural and mechanical systems.

In addition to surrendering the beds, the municipal by-law endorses a request to the provincial government that the operational license of Belvedere Heights' 101 beds be transferred to West Parry Sound Health Centre. In addition to the existing beds, the municipal councils are also endorsing a request that West Parry Sound be allocated an additional 59 beds, for a total of 160 - 24 beds in that total have already been allocated by the Ministry of Long Term Care to Belvedere Heights.

All of this municipal activity is supporting ongoing work being undertaken by the West Parry Sound Long Term Care Advisory Committee, a tripartite group established by the board of Belvedere Heights that also includes staff and board representation from Lakeland Long Term Care and West Parry Sound Health Centre. The group's collective mandate is to sustain and expand ongoing services and plan for the future delivery of long term care and other services that support improved quality of life for older citizens.

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Lakeland LTC • West Parry Sound Health Centre • Belvedere Heights





**THE CORPORATION OF THE MUNICIPALITY  
OF MCDOUGALL**

**BY-LAW NO. 2021-37**

Being a By-law to authorize the execution of an Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the Corporation of the Municipality of McDougall for the transfer of Funds for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects.

**WHEREAS** the Corporation of the Municipality of McDougall, being a Municipal Corporation, has the authority to enter into agreements and contracts as it deems necessary; and

**AND WHEREAS** Council deems it necessary to enter into an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for funding for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects, as per the attached agreement.

**NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MCDOUGALL ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk are hereby authorized and directed to execute this Ontario Transfer Payment Agreement for the Municipal Modernization Program as in Schedule A attached hereto.
2. Schedule A shall form part of this by-law.
3. That this By-law shall come into force and take effect August 26, 2021.

**READ** a **FIRST** and **SECOND** time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**READ** a **THIRD** time, **PASSED, SIGNED** and **SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

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

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

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

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

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of The Municipality of McDougall**

**(CRA# 108133307)**

(the “**Recipient**”)

**BACKGROUND**

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

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

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

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

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

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

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

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

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

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

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

- Sub-Schedule “C.1” Project Description and Financial Information

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures

Schedule “F” - Evaluation

Schedule “G” - Communications Protocol

Schedule “H” - Disposal of Assets

Schedule “I” - Aboriginal Consultation Protocol

Schedule “J” - Requests for Payment and Payment Procedures

Schedule “K” - Committee

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

### **2.0 CONFLICT OR INCONSISTENCY**

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

### 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

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

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

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

#### **5.0 ACKNOWLEDGEMENT**

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

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

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

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

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

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

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

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

\_\_\_\_\_  
Date

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

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE MUNICIPALITY OF  
MCDOUGALL**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Funding Year”** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

financial, contractual and reporting requirements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or both of the following:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **A.15.0 NOTICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**B.1.0 EXPIRATION DATE**

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

**B.2.0 MAXIMUM FUNDS**

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

**B.3.0 ADDRESSEES**

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

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3  Attention: Manager, Program Delivery Unit  <b>Email:</b> ICIPCOVID@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> Treasurer <b>Address:</b> 5 Barager Boulevard/Boulevard, ON, McDougall, P2A2W9 <b>Email:</b> erobinson@mcdougall.ca

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

## **SCHEDULE “C”**

### **PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

#### **C.1.0 PROJECT DESCRIPTION**

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

#### **C.2.0 PROJECT STANDARDS**

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

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

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

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

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

**(a) List of Projects**

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1466173709	Rehabilitation of the Nobel Community Center	03/08/2021	\$100,000.00	\$80,000.00	80%	\$20,000.00	20%

## **(b) Project Description**

- (i) Project - Rehabilitation of the Nobel Community Center, case # 2020-11-1-1466173709.

This project will renovate the building so that it will meet accessibility standards to become the back-up emergency center, increase recreation, and become an active center for seniors, youth and physically disabled individuals.

The project's activities include replacing all access doors to meet accessibility standards including access panels and original windows with energy efficient windows; redesigning washrooms and the building to accessibility standards, renovating the kitchen to meet accessibility standards, upgrading the heating system to an energy efficient system and sewer system if deemed necessary.

This project will result in the space for 12-15 events per month, 5-10 social seniors' opportunities per month and allow for other community events such as vaccination clinics and an election voting center.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTING REQUIREMENTS**

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

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

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

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

### **D.2.0 ABORIGINAL CONSULTATION RECORD**

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

### **D.3.0 RISK ASSESSMENT**

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

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

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

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

**[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**



## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

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

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

#### **E.2.0 INELIGIBLE EXPENDITURES**

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

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

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

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

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

## **SCHEDULE “F” EVALUATION**

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

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

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

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

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

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

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

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

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

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

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

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

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

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

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

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

## **G.6.0 OPERATIONAL COMMUNICATIONS**

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

## **G.7.0 MEDIA RELATIONS**

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

## **G.8.0 SIGNAGE**

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

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

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

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

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

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

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

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



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

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

## **G.10.0 ADVERTISING CAMPAIGNS**

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

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

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

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

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

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

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

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

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I.1.0 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 DEFINITION**

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

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

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

- J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b) , the Recipient will notify the Province that no claim is being submitted for that period.

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

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

### **J.4.0 PAYMENTS OF FUNDS**

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

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

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

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

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

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

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

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

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

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

## **J.7.0 HOLDBACK**

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

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

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

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

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

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

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

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

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

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

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

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;



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

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

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

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

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

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

**THE CORPORATION OF THE  
MUNICIPALITY OF MCDougALL  
BY-LAW NO. 2021-38**

Being a By-Law to appoint a Deputy Fire  
Chief for the Municipality of McDougall,  
and repeal By-law 2019-50

**WHEREAS** PART II Section 6(1) of the Fire Protection and Prevention Act SO 1997, requires the Council of a Municipality to pass a by-law appointing a Fire Chief;

**AND WHEREAS** Council deems it advisable to appoint a Deputy Fire Chief to Act on behalf of the Fire Chief of the Fire Department and have all authority of the Fire Chief in the case of absence or a vacancy in the office of the Fire Chief;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
MUNICIPALITY OF MCDougALL ENACTS AS FOLLOWS:**

- 1. That Scott Krieger be and is hereby appointed as Deputy Fire Chief for the Municipality of McDougall;
- 2. That By-law 2019-50 is hereby repealed.
- 3. This by-law shall come into force and take effect on July 30, 2021.

**READ** a **FIRST** and **SECOND** time, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**READ** a **THIRD** time, **PASSED**, **SIGNED** and **SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# THE CORPORATION OF THE MUNICIPALITY OF MCDOUGALL

## BY-LAW NO. 2021-39

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Being a by-law to amend By-law No. 2017-75, a by-law Governing the calling, place, and proceedings of meetings of the Municipal Council and Committees of Council for the Corporation of the Municipality of McDougall.

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**WHEREAS** the Municipal Act, 2001, S.O. 2001, c.25, Section 238 provides that a municipality shall establish a procedure by-law to govern meetings;

**AND WHEREAS** on July 21, 2020 Bill 197, An Act to amend various statutes in response to COVID-19 and to enact, amend and repeal various statutes, which permits for electronic meetings and to provide for proxy voting, received royal assent;

**AND WHEREAS** the Municipality of McDougall considers it desirable to be able to hold Council meetings electronically throughout the COVID-19 pandemic;

**AND WHEREAS** the Council for the Municipality of McDougall deems it necessary to amend By-Law 2017-75;

**NOW THEREFORE THE COUNCIL OF THE MUNICIPALITY OF MCDOUGALL HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Council for the Municipality of McDougall approve amendments to by-law No. 2017-75, a by-law for governing the calling, place, and proceedings of meetings of the Municipal Council and Committees of Council for the Corporation of the Municipality of McDougall as follows;
  - a) Section 1.0 *DEFINITIONS* to By-law 2017-75 is hereby amended by adding the following new provisions;

*1.13 "Electronic Meeting" shall mean a Meeting where any member of council, or a local board, or a committee is not physically present but participates via electronic means of communication; "electronic means" can include but is not limited to video conference and audio conference but does not include written communication such as e-mail or instant messaging.*
  - b) Section 3.0 *COUNCIL MEETINGS* to By-law 2017-75 is hereby amended by adding a new provision;

*3.12 "Electronic participation may be allowed for a member of Council, of a local board, or committee in accordance with Section 238 (3.1) of the Municipal Act. Member participating electronically may count towards determining whether a quorum of members is present and may participate in a meeting which is closed to the public."*
  - c) Section 12.0 *MINUTES* to By-law 2017-75 is hereby amended by adding a new provision;

*12.4 "Meeting minutes are deemed to be the official record of a Meeting and the decisions of Council and Committee."*
  - d) Section 20.0 *CLOSED SESSION* to By-law 2017-75 is hereby amended by adding a new provision;

*20.9 “Members of Council, a committee or local board shall be physically present or participate electronically.”*

- e) Section 25.0 *EFFECTIVE DATE* to By-law 2017-75 is hereby amended as being Section 26.0 *EFFECTIVE DATE*.
- f) Section 25.0 to By-law 2017-75 is hereby amended by adding Section 25 ELECTRONIC MEETINGS after Section 24 as follows;

#### **25.0 ELECTRONIC MEETINGS**

- 25.1 Quorum and Voting for Electronic Meetings - Members of Council, or a local board, or a committee, can participate electronically in a meeting. Any such member shall be counted in determining whether or not a quorum of members is present at any point in time. The electronic participant may vote on a matter in a Council, board, or committee meeting, and may electronically participate and vote in a closed meeting of Council, board, or committee as if they were attending the meeting in person.
  - 25.2 Members participating electronically, shall have all the same rights and responsibilities as if they were in physical attendance.
  - 25.3 Closed Session – An Electronic Meeting may include a Closed Session, which shall be conducted in the absence of the public and in accordance with Section 20 of this By-law.
  - 25.4 Public Notice of Electronic Meeting – A public notice of an Electronic Meeting shall include sufficient information as to provide the public with a means to electronically access the open session of such Electronic Meeting.
  - 25.5 Delegations in Writing – An Electronic Meeting shall not permit public delegations, except by way of electronic submission received in advance of the meeting, which shall be submitted to the Clerk’s office six (6) days prior to the day of the Electronic Meeting and shall be provided to members at the meeting.
  - 25.6 Invited and Ceremonial Presentations – Persons may attend an Electronic Meeting at the request of and in a matter determined by the Head of Council or CAO.
  - 25.7 Application and Conflict – Notwithstanding the foregoing, the Procedure By-law shall continue to apply to an Electronic Meeting held pursuant to this Section, except that this Section and any Provincial legislation or order shall prevail to the extent of any conflict.”
- g) Section 24 “GENERAL” to By-law 2017-75 is hereby repealed and replaced by the following provisions;

#### **24.0 RECORDING, BROADCASTING OR STREAMING OF MEETINGS**

- 24.1 All Meetings may be audio or video recorded, broadcast, and/or streamed publically by the Municipality of McDougall, except for Closed Session meetings in accordance with Section 20.0 of this By-law.
- 24.2 Meeting attendees and members of Council may record meetings, except for in-camera meetings, at

the discretion of the majority of Council/Committee members.

2. **THAT** any notice requirement under Procedure By-law 2017-75, be hereby waived for the purpose of this By-law, on the basis that the COVID-19 pandemic and related social distancing and self-isolation constitute and are considered to be on an urgent or time sensitive nature, and affect the health or well-being of the residents or property in the municipality.
3. **THAT** the Clerk be directed to create Electronic Meeting Protocol to be applied to any Electronic Meeting held in conjunction with the Amendments to Procedure By-law 2017-75, and that amendments to the Electronic Meeting Protocol be permitted to be made by the Clerk to accommodate an effective and efficient meeting so long as any such amendments are consistent with the intent of the Procedure By-law and do not directly conflict with the Procedure By-law or are contrary to prevailing Provincial legislation or orders;
4. **THAT** this by-law shall come into force and take effect on the date of its passing

**READ** a **FIRST** and **SECOND** time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**READ** a **THIRD** time, **PASSED, SIGNED** and **SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**From:** [AMO Communications](#)  
**To:** [Lori West](#)  
**Subject:** AMO Policy Update - Draft Resolution for Municipal Recognition of September 30th as National Day for Truth and Reconciliation, New Municipal Resource Materials  
**Date:** Monday, August 23, 2021 12:29:46 PM

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## AMO Policy Update



August 23, 2021

# **AMO Policy Update – Draft Resolution for Municipal Recognition of September 30<sup>th</sup> as National Day for Truth and Reconciliation, and New Municipal Resource Materials**

Recent discoveries of remains and unmarked graves across Western Canada have led to increased calls for all levels of government to immediately address the recommendations in the Truth and Reconciliation Commission's (TRC) Calls to Action.

All Canadians and all orders of government have a role to play in reconciliation. The TRC's 94 Calls to Action are addressed primarily to the federal, provincial, and territorial governments but also to municipal governments, the corporate sector, and the broader Canadian society. They cover a wide range of government responsibilities including child welfare, education, language and culture, health, justice, commemoration, museums and archives, training for public servants, and a few specific initiatives related to reconciliation.

At the August 14<sup>th</sup> Board Meeting, the AMO Board of Directors approved two resource papers to assist municipal councils' efforts to support Truth and Reconciliation.

The first resource paper provides an overview of the [Truth and Reconciliation Commission's \(TRC's\) Calls to Action](#) that municipal governments can address themselves.

The second resource paper provides ideas and options for [what municipal leaders, councils can do to better support and engage Indigenous residents and neighbours at this time](#).

These AMO resource papers are meant to be organic and to be revised/updated when appropriate and more municipal resource materials are available.

## Municipal Recognition of September 30<sup>th</sup> as National Day for Truth and Reconciliation – Draft Resolution

The AMO Board of Directors encourages members to recognize September 30<sup>th</sup> as National Day for Truth and Reconciliation (also known as Orange Shirt Day with the adoption of the following resolution:

*WHEREAS the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;*

*AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;*

*AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;*

*AND WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;*

*AND WHEREAS the Federal Government has announced September 30<sup>th</sup>, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;*

*THEREFORE, BE IT RESOLVED THAT the Council of the [municipality] of [placename] does hereby commit to recognizing September 30<sup>th</sup>, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.*

AMO's [COVID-19 Resources](#) page is being updated continually so you can find critical information in one place. Please send any of your municipally related pandemic questions to [covid19@amo.on.ca](mailto:covid19@amo.on.ca).

\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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