



Agenda for Council for the Town of Parry Sound

Regular Meeting of Parry Sound Council

July 2, 2024

Every effort has been made to ensure that the documents produced by the Town of Parry Sound included in this Council Agenda, are AODA compliant. (*Accessibility for Ontarians with Disabilities Act*). Third party documents included in this Council Agenda may not be AODA compliant, but alternate formats are available upon request at the Town Office at 705-746-2101.

The Corporation of The Town of Parry Sound

Council Meeting Agenda July 2, 2024

This meeting will be live streamed, recorded and available on the internet by visiting the Town of Parry Sound's website at www.parrysound.ca.

Council Meeting Agenda - July 2, 2024

7:00 PM, Parry Sound Council Chambers 52 Seguin St. Parry Sound

Contents

Council Meeting Agenda - July 2, 2024	1
1. Agenda and Minutes Review, Pecuniary Interest	2
2. Public Meeting - N/A.....	3
3. Questions of Staff	3
4. Correspondence	3
5. Deputations	3
6. Mayor & Councillors' Reports	3
7. Ratification of Matters From Closed Agenda	3
8. Consent Agenda - N/A.....	4
9. Resolutions and Direction To Staff	4
9.1.1 DBA Noise and Parking Exemption Requests Summer in the Sound.....	4
9.1.2 Selection of Consultant to Undertake Waterfront Master Plan.....	4
9.1.3 Request for Change to Time Limited Parking on Mary Street.....	5
9.2.1 Parry Sound Municipal Airport Loan	5
9.3.1 2023 Annual Investment Report	6
9.4.1 BOCC Compressor Replacement.....	6
9.5.1 Food Insecurity	6

The Corporation of The Town of Parry Sound

Council Meeting Agenda July 2, 2024

10.	By-laws	7
10.1.1	Town Dock Head Lease.....	7
10.1.2	Appoint a Deputy Chief Building Official	7
10.1.3	Rezoning Application - Z/23/06 Great North Road - Global Telecom Inc. Lifting of Holding Provision (h)	7
10.2.1	Explorers' Edge Memorandum of Understanding	8
10.3.1	Municipal Funding Agreement - Transfer of Canada Community-Building Funds.....	8
10.5.1	Confirming By-law.....	8
11.	Adjournment.....	9

1. Agenda and Minutes Review, Pecuniary Interest

1.1 Land Acknowledgement

1.2 Presentations/Announcements

1.3 Additions to Agenda

1.4 Prioritization of Agenda

1.5 Adoption of Agenda

That the Council agenda for July 2, 2024 be approved as circulated.

1.6 Disclosure of Pecuniary Interest and the General Nature Thereof

1.7 Adoption of Minutes

That the Minutes from the Regular Council meeting held June 18, 2024 be approved as circulated.

2. Public Meeting - N/A

3. Questions of Staff

4. Correspondence

4.1 Community Business & Development Corporation RE Appreciation for Town funding of 2024 budget.

4.2 Air Cadet League of Canada Certificate of Appreciation for support of 295 MacPherson Air Cadet Squadron

4.3 Minister of Infrastructure Kinga Surma RE Response to Council Resolution 2024-048 which called for greater focus on funding infrastructure in small urban municipalities.

4.4 PS Downtown Business Association RE Request to participate with Karen Jones Consulting on future of Town Dock operations.

4.5 Enbridge Gas RE removal of Parry Sound Integrated Resource Planning Pilot Project from Enbridge's 10-year capital forecast.

4.6 Hope Air RE Appreciation for Resolution supporting Hope Air Day June 7, 2024

4.7 Georgian Jumpers RE appreciation for Town financial support

5. Deputations - N/A

6. Mayor & Councillors' Reports

7. Ratification of Matters From Closed Agenda

8. Consent Agenda - N/A

9. Resolutions and Direction To Staff

9.1.1 DBA Noise and Parking Exemption Requests Summer in the Sound

Resolution 2024

That Council of the Corporation of the Town of Parry Sound hereby approves the application from the Parry Sound Downtown Business Association for exemption on Saturday, July 20th for their Summer in the Sound Festival from a) time-limited parking regulations in the James Street parking lot; and b) noise regulations from 10 AM to 4:00 PM per their application attached as Schedule A.

9.1.2 Selection of Consultant to Undertake Waterfront Master Plan

Spokespersons: Clayton Harris, Chief Administrative Officer, Administration

Dave Thompson, Director of Development and Protective Services

Jeremy Rand, Manager of Planning, Development and Protective Services

Resolution 2024

Whereas the Town is receiving a lot of interest from the private sector regarding waterfront development plans;

Whereas the province has recently announced the MNR base is being declared surplus;

Whereas the update of the Town's Official Plan (OP) will be completed around the end of 2024;

Whereas the update of the Waterfront Masterplan is directly linked to the OP and these documents are critical tools in guiding development of the waterfront in Parry Sound;

The Corporation of The Town of Parry Sound

Council Meeting Agenda July 2, 2024

Whereas MacNaughton Hermen Britton Clarkson Planning, Urban Design and Landscape Architecture Limited (MHBC) have been retained to update the Town's OP;

Whereas there are efficiencies and timing advantages to engaging MHBC to undertake the update of the Waterfront Master Plan;

Now Therefore be it Resolved That Council hereby directs staff to enter into an agreement with MacNaughton Hermen Britton Clarkson Planning, Urban Design and Landscape Architecture Limited (MHBC) to undertake the update of the Town of Parry Sound's Waterfront Master Plan (WMP).

9.1.3 Request for Change to Time Limited Parking on Mary Street

Spokesperson: Allison Kreuger Municipal Law Enforcement Officer

Resolution 2024

That Council receive the report entitled *Request for Change to Time Limited Parking on Mary Street* for information purposes.

9.2.1 Parry Sound Municipal Airport Loan

Spokespersons: Clayton Harris, CAO; Stephanie Philips, Director of Finance

Resolution 2024

Whereas the Town of Parry Sound and Seguin Township each have a 50% interest in the airport lands;

Whereas the Airport Commission requested funding from the owners to complete the runway expansion project;

Whereas each owner advanced funds in the form of a loan to the Airport Commission;

Whereas the Town advanced \$2.3m by means of an interest-bearing loan to the Airport Commission;

The Corporation of The Town of Parry Sound

Council Meeting Agenda July 2, 2024

Whereas the runway project was completed in August 2023;

Now therefore be it Resolved the Airport Commission be requested to make arrangements to repay the loan; and

That it further be Resolved that the Resolution be forwarded to Seguin Council.

9.3.1 2023 Annual Investment Report

Spokesperson: Stephanie Phillips, Director of Finance / Treasurer

Resolution 2024

That Council accepts the 2023 Annual Investment Report attached as Schedule A, in accordance with Town's Investment Policy.

9.4.1 BOCC Compressor Replacement

Spokesperson: April McNamara, Manager of Parks and Recreation

Resolution 2024

That Council accept the quotation from Black & McDonald for Bobby Orr Community Centre mechanical room compressor replacement (ice making equipment) for \$153,150 as included in the 2024 Capital Budget.

9.5.1 Food Insecurity

Spokesperson: Councillor Borneman

Resolution 2024

Be It resolved that the Council of the Corporation of the Town of Parry Sound hereby supports the resolution passed by Public Health Sudbury & Districts on January 18, 2024, calling upon the provincial government to incorporate local food affordability findings in determining adequacy of social assistance rates to reflect the current costs of living and to index Ontario Works rates to inflation going forward; and

The Corporation of The Town of Parry Sound

Council Meeting Agenda July 2, 2024

Further that Council directs staff to provide a copy of this resolution to Premier Doug Ford; Minister of Children, Community and Social Services, Michael Parsa; Minister of Finance, Peter Bethlenfalvy; Minister of Municipal Affairs and Housing, Paul Calandra; Deputy Premier and Minister of Health, Sylvia Jones; Honourable Graydon Smith, Member of Provincial Parliament for Parry Sound-Muskoka; and the Association of Municipality of Ontario (AMO).

10. By-laws

10.1.1 Town Dock Head Lease

Spokesperson: Dave Thompson Director Development and Protective Services

By-law 2024 - 7433

Being a By-law to authorize the execution of an agreement between His Majesty the King, in the right of Canada, represented herein by the Minister of Fisheries and Oceans for the lease of the Bay Street Wharf - Parry Sound

10.1.2 Appoint a Deputy Chief Building Official

Spokesperson: Mark Vandermeer, Chief Building Official,

By-law 2024 - 7434

Being a By-law to appoint Larry Bandi as the Deputy Chief Building Official.

10.1.3 Rezoning Application - Z/23/06 Great North Road - Global Telecom Inc. Lifting of Holding Provision (h)

Spokesperson: Jeremy Rand, Manager of Planning

By-law 2024 - 7435

The Corporation of The Town of Parry Sound

Council Meeting Agenda July 2, 2024

Being a By-law to amend By-law No. 2004-4653 (The Zoning By-law) as amended to remove a Holding provision ("h" symbol") Part of Lot 30, Concession 1, in the former Township of McDougall, now in the Town of Parry Sound including Part of Road Allowance in front of Lot 30, Concession 1 and Part of Water Lot A or Parcel A, Plan 11 and Part of Great Northern Road, Plan 10 and Part of Parry Sound Lumber Company Property Part 1, Plan 137 being Parts 1 to 58, Plan 42R-22336 and subject to the interest of the municipality of the Town of Parry Sound.

10.2.1 Explorers' Edge Memorandum of Understanding

By-law 2024 - 7438

Being a By-law to authorize the execution of a Memorandum of Understanding with Explorers' Edge regarding cruise ship tourism

10.3.1 Municipal Funding Agreement - Transfer of Canada Community-Building Funds

Spokesperson: Stephanie Phillips, Director of Finance/Treasurer

By-law 2024 - 7436

Being a By-Law to authorize the execution of a Municipal Funding Agreement with the Association of Municipalities of Ontario ("AMO") for the transfer of Canada Community-Building Funds.

10.5.1 Confirming By-law

By-law 2024 - 7437

Being a By-law to confirm the proceedings of Council.

11. Adjournment

Personal Information collected in Section 2. Public Meeting, Section 4. Correspondence and/or Section 5. Deputations is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Section 21. (1) c and will be used to create a record available to the general public.



Parry Sound Area
COMMUNITY BUSINESS & DEVELOPMENT CENTRE INC.
A Community Futures Development Corporation

June 4th, 2024

Town of Parry Sound
52 Seguin Street,
Parry Sound, ON
P2A 1B4

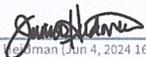
Attention: Mayor Jamie McGarvey
Town of Parry Sound
RE: Contribution to the Parry Sound Area CB&DC – 2024

Dear Mayor McGarvey

On behalf of the volunteer Board and Staff at the Parry Sound Area CB&DC please share with Council our appreciation for once again demonstrating, in a tangible way, their support of our efforts in the West Parry Sound community.

We look forward to continuing to work with all of Council and local entrepreneurs to explore opportunities for business growth and employment generation in our community.

Sincerely,


Janice Heidman (Jun 4, 2024 16:54 EDT)

Janice Heidman
General Manager
Parry Sound Area Community Business & Development Centre

JH/ph



Air Cadet League of Canada

Certificate of Appreciation

Presented to

TOWN OF PARRY SOUND

In appreciation for their continued support of

295 MacPherson Air Cadet Squadron

Air Cadet League of Canada

2024

Patricia Lopez

Sponsoring Committee Chair

David Cole

Commanding Officer

Ministry of Infrastructure

Office of the Minister

5th Floor, 777 Bay Street
Toronto, Ontario M7A 2E1
Telephone: 416-327-4412

Ministère de l'Infrastructure

Bureau du ministre

777, rue Bay, 5^e étage
Toronto (Ontario) M7A 2E1
Téléphone: 416-327-4412



June 20, 2024

Rebecca Johnson
Clerk
Town of Parry Sound
rjohnson@parrysound.ca

Dear Rebecca Johnson:

Thank you for sharing the feedback from the Town of Parry Sound's council resolution calling upon the federal and provincial governments to review infrastructure funding program criteria. I appreciate the insights you've provided as they will be invaluable as we consider next steps.

I recognize that there is an urgent need for infrastructure funding to support critical projects across the province, especially for water infrastructure, to promote growth and enable housing development in communities.

The Ontario government has one of the most ambitious capital plans in the province's history, investing more than \$190 billion over the next 10 years to build and expand highways, transit, homes, high-speed internet, and other critical infrastructure that will support economic growth. The government continues to work with the municipal sector to identify needs in order to help design future funding programs.

To support the construction of much needed housing, Ontario is investing over \$1.8 billion in housing-enabling infrastructure funding. This significant investment includes \$1 billion for the new Municipal Housing Infrastructure Program (MHIP) and an additional \$625 million for the Housing-Enabling Water Systems Fund (HEWSF), bringing the total funding for HEWSF to \$825 million. The MHIP funding complements existing provincial investments in housing and community-enabling infrastructure, including the \$1.2 billion Building Faster Fund and the initial \$200 million investment in the HEWSF. Furthermore, the Ontario government has committed an additional \$1 billion for the Ontario Community Infrastructure Fund over 5 years, which began in 2022.

These programs combined will support core infrastructure projects such as roads, bridges, and water infrastructure to enable housing for growing and developing communities. It will also help municipalities get shovels in the ground on critical infrastructure that will lay the groundwork for more homes across the province. More information about the MHIP program, including eligibility and application intake details, will be announced this summer.

Ontario recognizes that building and upgrading community infrastructure is vital to support a growing population and to provide dependable services people rely on. We also recognize that the need for municipal infrastructure investment is far from fully met. That is why I am urging the federal government to provide flexible infrastructure funding to support municipalities. I also encourage all municipalities to call on the federal government to request more infrastructure funding to help address local needs of municipalities across the province.

Thank you again for sharing the Town of Parry Sound's feedback. Please accept my best wishes.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Surma', is centered on a light gray grid background.

The Honourable Kinga Surma
Minister of Infrastructure



Parry Sound Downtown Business Association

52 Seguin Street, Parry Sound, ON, P2A 1B4
(705) 746-6426

June 19, 2024

Mayor McGarvey and Members of Council,

Part of the mandate of Parry Sound Downtown Business Association is business advocacy and beautification of municipally owned properties within the boundaries of the DBA. The DBA Board Members write this letter, on behalf of over 200 businesses in the downtown in an attempt to repair and restore both at our Town Dock and reiterate interest in the management of the Town Dock that is in the DBA boundaries.

Many years of private management at the Town Dock and Big Sound Marina have eroded the nostalgic, historic days when the Town Dock was a friendly, warm, and inviting tourist attraction. What was once proudly staffed to welcome visitors, is now replaced with threatening signs. Public parking spaces at the Stockey Centre and at the only public parking lot on the waterfront have been reallocated for private use and for the profit of one rather than the benefit of all.

The Town Dock was designed to be accessible to all vessel sizes. Concrete steps were included in the design to accommodate even the smallest boats; unfortunately, they are no longer welcome at the town dock and have instead been pushed out to an undisclosed, inaccessible area called the shoppers' docks. These changes have left our once vibrant and bustling dock vacant and unavailable to all except those who choose to pay to tie up or be threatened with fines.

Town Staff and Council have made commendable efforts to ensure public accessibility remains a priority on all new developments on our shorelines but have allowed and extended a private lease agreement that operates in manner contradictory to their efforts. Our waterfront is possibly considered our most prized asset and attraction; it must, therefore, be leveraged for the good of our entire community and Downtown.

In the spring of 2023, 170 linear feet of docks were donated to the DBA in order to facilitate broader access to our Town Dock and consequently to our Downtown as well. These docks were intended for free usage to transient visitors, diners and shoppers. They were installed by generous and hardworking volunteers and secured along the length of the Town Dock. These

docks restored free public access and day use availability which proved to be immeasurably valuable to our businesses and overall community. Regrettably, upon the completion of the installation, docking fees were immediately instituted by the private leaseholder and operator of the Town Dock. This led to the removal of the docks as it was outside of the conditions of the donation. The effect of their removal was felt immediately and affected not only the operator but more importantly the broader community as a whole.

Our greatest concern, and one that we wish to bring to your attention, is the possibility of drastically reducing the number of visitors and tourism dollars to our community by mishandling of our water entry into the Downtown.

Parry Sound Downtown Business Association Board of Directors and business owners in the waterfront area are requesting a seat at the table and public input during the consultations with Karen Jones Consulting. We see this as an obvious fit and natural addition to the process of planning the future development of the waterfront and Town Dock. We will be able to provide evidential insight and specialized input about the properties under consideration.

Respectfully,

A handwritten signature in cursive script that reads "April Denman".

April Denman

Executive Director on behalf of Parry Sound Downtown Business Association's Board of Directors



Enbridge Gas
50 Keil Drive North
Chatham, Ontario N7M 5M1
Canada

June 25, 2024

Parry Sound Council
52 Seguin Street,
Parry Sound, ON P2A 1B4

Dear Mayor McGarvey & members of council,

Re: Parry Sound Integrated Resource Planning Pilot Project

We are following up on an email we sent about changes to Enbridge Gas' Integrated Resource Planning (IRP) Parry Sound Pilot Project on May 16, 2024.

As you may recall IRP is an enhanced natural gas planning strategy and process where Enbridge Gas evaluates non-pipeline alternatives that could be used to defer or avoid implementing a traditional pipeline project to meet system needs.

Enbridge Gas recently determined that the underlying system need and associated baseline facility projects for the Parry Sound Pilot Project have been pushed out of the Company's 10-year capital forecast.

To optimize the budget and ensure the most robust results, we have opted to move the focus of the pilot from Parry Sound to the City of Sarnia and the Village of Point Edward. This shift allows us to use the advanced meter reading technology already in place, helps reduce costs and leverages existing infrastructure to study the pilot's impact.

This is a new process, and we are learning along the way. We sincerely appreciate the support your council, staff and community gave us in the spring of 2023 and look forward to working with Parry Sound again in the future.

For more detailed information, please see the letter filed with the OEB included within the email. As always, please feel free to reach out with any questions or concerns you may have.

Sincerely,

Megan Robinson
Senior Advisor, Community Engagement IRP
Megan.robinson@enbridge.com

From: [Kristina De Marzio](#)
To: [Rebecca Johnson](#)
Cc: [Mark Rubinstein](#)
Subject: Thank You- Hope Air Day 2024
Date: June 21, 2024 9:48:45 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi Rebecca,

I want to send our sincerest thank you for supporting our first-ever Hope Air Day. On June 7th, we were joined by 25 municipalities across Ontario who took a stand to help raise awareness of the inequities many northern Ontario patients face when accessing healthcare far from home. We celebrated with our community in Timmins and through live-stream with a concert by northern-born country singer Cory Marks.

With your support, we continue to amplify our voices, advocate for change, and affirm our commitment to ensuring that where you live should not determine if you live. This is especially true for baby Noah, whose parents, Heidi and Justin shared their story at the event. Noah was born in Timmins and was diagnosed with Autosomal Recessive Polycystic Kidney Disease just weeks after his premature birth. The nearest specialized care was at SickKids Hospital, over 800kms away from his home. Since their first trip, Noah's medical path has been filled with challenges that have left him without any kidneys, and he is awaiting a double kidney transplant. Noah's mom mentions "If Hope Air hadn't been there for us, our situation would be unimaginably strenuous, financially and emotionally,"

Thank you for acknowledging that every Ontario resident deserves equal access to life-saving medical care.

I have attached an image with a few special moments from Hope Air Day, and thank you again for your support.

Kindest Regards,
Kristina



Kristina De Marzio (She/Her)
 Manager, Community Engagement | **HOPE AIR**
 T (877) 346-4673 ext 87624 or (647) 660-9302 | hopeair.ca



We acknowledge that we live and work on the unceded, traditional territories of many Indigenous peoples. We are grateful for the privilege of being on lands that these peoples have nurtured since time immemorial.



Teagan
 -Thanks ☺
 Thank you for
 all of our new
 ropes
 -Leilak

Ava
 Thanks for sponsoring
 -Lauren

Thank you!
 -Kenc

Cameron Tinsley
 Abby
 Emelia
 -Your great

thank you
 -Aven
 Dove

Jessie
 Thank you
 Thanks,
 -Annabel

Jordan - ☺
 Thank you for
 supporting our
 team

Blair
 Thank
 for supporting
 us

Liz
 Thanks -Trx!
 Hannah
 -Thank you!
 Madison

Thank you!
 -Haley

Thank you
 -Kylie

In recognition and appreciation for
 supporting and sponsoring our 2024
 Competitive Team

Thank you!
 Coach Meagan

Thank you!
 Coach Paul

Thank you,
 Coach Chrissy

Coach
 Barb
 Thank
 you!

GEORGIAN JUMPERS



Applicant Information

Date Received: _____

Applicant's Name:	April Denman
Organization's Name:	Parry Sound Downtown Business Association
Organization's Address:	52 Seguin Street
Applicant's Telephone Number:	705-746-6426
Alternate Contact for Organization	
Email Address:	downtown@psdba.ca
Date of exemption:	July 20, 2024
Time of exemption:	10am-4pm
Location of exemption:	James Street parking lot
Reason for exemption:	DBA's annual Summer in the Sound Festival bringing community into the downtown core in support of small businesses - alternate parking arranged at Dunns Self Storage

- Please include the date, time and exact locations where you are asking for an exemption to the time limited parking regulations. The locations provided must identify the streets requested and the starting and ending point on each of these streets.
- Please indicate the reason the request is being made and the approximate attendance at the event in question.
- If you have any questions, please contact By-law Enforcement at 705-746-2413 or bylaw@parrysound.ca.

Applicant's Signature: April Denman Date: 06 June 2024

Personal Information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56, as amended. Inquiries about the collection of personal information should be directed to the Clerk.

For Office Use Only

	Approval
Approved for exemption by Council	<input type="checkbox"/> Yes <input type="checkbox"/> No

By-law - No concerns supporting this exemption *all*





Application for Exemption from Noise Regulations - By-law 2009-5301, Section 5

Name: April Denman

Company/Organization: Parry Sound Downtown Business Association

Address: 52 Seguin Street

E-mail: downtown@psdba.ca

Telephone: 705-746-6426

Location where noise/vibrations will be emitted: James Street from Seguin to Mary

Date(s) and time(s): July 20, 2024 from 10am-4pm

Reason for expected noise: DBA's annual Summer in the Sound street festival

April Denman

Signature

06 JUNE 2024

Date

Submit completed form and any additional letters, drawings or photos, etc. if helpful in explaining the noise/vibrations expected to: Clerk, Town of Parry Sound at rjohnson@parrysound.ca



For Municipal Office Use

Circulation for comments to:

Public Works

No concerns

Development & Protective Services

No Concerns

Dave Thompson

Building

No concerns

Mark Vandermeer

By-law

No concerns about granting this exemption *Aly*

For Council meeting date:



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda July 2, 2024

Subject:

Selection of Consultant to Undertake Waterfront Master Plan

TOMRMS File Number:

D02

Spokesperson(s) Name, Title, Department

Clayton Harris, Chief Administrative Officer, Administration

Dave Thompson, Director of Development and Protective Services

Jeremy Rand, Manager of Planning, Development and Protective Services

Purpose of Report:

To provide Council with a recommendation on a consultant to undertake the Town of Parry Sound Waterfront Master Plan.

Resolution 2024

Whereas the Town is receiving a lot of interest from the private sector regarding waterfront development plans;

Whereas the province has recently announced the MNRF base is being declared surplus;

Whereas the update of the Town's Official Plan (OP) will be completed around the end of 2024;

Whereas the update of the Waterfront Masterplan is directly linked to the OP and these documents are critical tools in guiding development of the waterfront in Parry Sound;

Whereas MacNaughton Hermen Britton Clarkson Planning, Urban Design and Landscape Architecture Limited (MHBC) have been retained to update the Town's OP;

Whereas there are efficiencies and timing advantages to engaging MHBC to undertake the update of the Waterfront Master Plan;

Now Therefore be it Resolved That Council hereby directs staff to enter into an agreement with MacNaughton Hermen Britton Clarkson Planning, Urban Design and Landscape Architecture Limited (MHBC) to undertake the update of the Town of Parry Sound's Waterfront Master Plan (WMP).

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program? Yes

Identify the Relationship to Council's Strategic Plan: Yes - Economic Growth

Background:

Goal #1 of the Economic Growth portion of the 2023 Town of Parry Sound Strategic Action Plan is to Review and Update the Town of Parry Sound Waterfront Master Plan.

The 2024 Council budget included \$160,000.00 for the development of a Waterfront Master Plan.

A portion of the project is anticipated to be funded from NOHFC and/or FedNor. NOHFC has advised staff they do not fund studies, however FedNor has expressed an interest in providing funding and a draft application has been submitted for their review and comment. It is anticipated, if approved FedNor would fund 50% of the costs.

The Town's Procurement By-law 2021-7208 permits Single Source Purchases under certain conditions including where a Sole Source is being recommended and where the compatibility of a Purchase with existing equipment, product standards, facilities or service is a paramount consideration.

Staff would note that the Town is currently working with MHBC on the development of the Official Plan Review. Having MHBC also undertake the Waterfront Master Plan at the same time will ensure a seamless integration between the two documents and will result in efficiencies in both projects. These efficiencies are reflected in MHBC's proposal. Although Council approved a budget of \$160,000, MHBC's proposal is \$79,900.

MHBC has submitted a timeline and proposed work plan which have been included in the Attachments to this report. The project is expected to be finalized by mid 2025.

A copy of the proposed timeline for the project is included as Attachment #1 to this report.

A copy of the proposal by MHBC along with examples of similar studies completed is included as Attachment #2 to this report.

Advantages and/or Disadvantages of Staff Recommendation:

The proposal from MHBC is well below the amount that was included in the 2024 budget (\$160,000.00).

There is an opportunity to tie in the Waterfront Master Plan project with the Town's Official Plan project which is currently underway. This creates integration and efficiencies into the process as the consultant is already familiar with the issues surrounding the Town's waterfront.

Staff has also recognized MHBC's proven track record of undertaking these types of master planning and policy development for various municipalities across Ontario.

Alternatives:

Council could decide to hold a formal RFP process for the Waterfront Master Plan. This is not recommended as the proposed estimate is lower than what would be expected and seamless integration between the OP and WMP is a desired outcome.

Cost/Financial Impact:

MHBC has estimated the total cost to be \$79,900.00.

Included in Current Budget:

Yes - the 2024 budget included \$16,000 which would have been 10% of the \$160,000 budget. Dependant upon grants received the remaining municipal contribution will be included in the 2025 budget.

Attachments:

1. Proposed Work Plan Timeline
2. MHBC Waterfront Master Plan Proposal

Director Approval DT; Date: June 27 2024

CAO Recommendation for Council Approval:

Yes DT

PARRY SOUND

WATERFRONT MASTER PLAN

PROPOSAL



MHBC
PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE

MHBC Planning, Urban Design & Landscape Architecture
113 Collier Street
Barrie, ON | L4M 1H2
Phone: 705 728 0045

CONTENTS

A.1 CORPORATE QUALIFICATIONS AND EXPERIENCE	4
A.2 PROJECT TEAM QUALIFICATIONS AND EXPERIENCE	6
A.3 EXEMPLARY WORK EXPERIENCE	8

A.1

CORPORATE QUALIFICATIONS & EXPERIENCE

MHBC delivers a full range of exceptional Planning and Landscape Architectural services.

MHBC is an award-winning Planning, Urban Design, and Landscape Architecture practice headquartered in Kitchener, Ontario, with offices located across southern Ontario (Barrie, Kingston, Vaughan and Hamilton). The varying scope and geographical extent of our projects provides us with experience and skills to apply detailed research, analytical review, and meaningful consultation to develop balanced and creative solutions to each new project we are involved in.

With a staff of more than 130 planners, landscape architects, heritage planners, urban designers, and planning technicians, MHBC has the necessary depth of experience and knowledge to undertake a multitude of projects. MHBC has provided a range of planning, landscape architecture, and urban design projects for municipalities and private clients throughout Ontario, from the Township of Frontenac Islands, to the City of London.

In addition, MHBC is a strong believer that stakeholder involvement plays a key role in successful planning and design efforts and have successfully led a number of consultation programs for numerous community level projects. MHBC is a leader in advanced technology to facilitate the design and public communication processes. Strong 2D & 3D-visualizations accompany our beautiful designs to deliver the best design possible. The firm's experience in producing content for and running in-person and online public engagement sessions makes us an industry leader in our field.

As a result of the firm's extensive experience, MHBC has been recognized by the Ontario Professional Planners Institute (OPPI) with two awards of Professional Merit, two Southwest Ontario Awards of Professional Merit, and a Province of Ontario Outstanding Planning Award. In addition, MHBC has won several urban design and landscape architecture awards for work across Ontario.

MHBC'S RELATIONSHIP WITH THE TOWN OF PARRY SOUND

MHBC has extensive experience working with the Town of Parry Sound on various projects.

MHBC Planning staff from the Barrie office are currently working with the Town of Parry Sound on the Official Plan update. The project has involved extensive community engagement and outreach as well as meetings with Town staff and Council. The approach being taken is to encourage community ownership of the project and the outcome.

MHBC's Barrie office also provides planning services to the Town of Parry Sound on an as needed basis to support the Town's efforts to review and process Planning Act applications, provide interpretation support of Provincial legislation and plans, and provide professional planning advice as necessary.

MHBC is committed to strengthening the positive working relationship with Town staff, members of Council and the community at large through this Waterfront Master Plan project. The knowledge of the community gained through the Official Plan project will

provide an important foundation for the Waterfront Master Plan project and allow for continuity of vision and community building.

A.3

EXEMPLARY PROJECT EXPERIENCE

MHBC has decades of experience across Ontario in the public and private sectors

The team has worked on many projects similar to the Town of Parry Sound's Waterfront Master Plan and has extensive experience working with municipalities and communities across Southwestern Ontario, including Parry Sound. Our team has the necessary experience and qualifications to undertake the creation of the Parry Sound Waterfront Master Plan, and we will rely on our extensive knowledge of the area, including development patterns and local/regional policy frameworks. Our proposed consultation strategy will provide the context and richness needed to develop a Master Plan tailored to the unique needs of Parry Sound.

Eliza's expertise with Waterfront Master Plans includes large, complex, multidisciplinary projects such as West Eau Claire Waterfront Master Plan in Calgary, and more local waterfronts including Orillia. She has led projects from concept to construction and will play an important role in developing the Parry Sound Waterfront Master Plan in a way

that is well planned and constructible. Additionally, our team's experience working collaboratively with municipalities across Ontario will provide invaluable expertise, offering knowledge of best practices for municipalities similar to Parry Sound in terms of size, features, and demographics. The following page illustrates our project team's direct experience with identifying recreation service trends and implementing recreation planning for various strategic plans, parks, trails, and open space planning.

MASTER PLANNING

TOWN OF GRIMSBY

Parks, Recreation and Culture Master Plan

The Town of Grimsby retained MHBC to create a Parks, Recreation and Culture Master Plan in 2018. Some of the major tasks for this Project include: a review of the current context for the Department and the Master Plan including the creation of a Town profile, review and inventory of existing parks, recreation and culture facilities and an analysis of current and future needs; a S.W.O.T. analysis completed through engagement sessions with Parks and Recreation Department staff, community stakeholder groups (i.e. choirs, sports leagues and artists), Town Council, and the community's residents; a review of Departmental human resources, organization

structure, policies and infrastructure; the preparation of a ten year capital road map, including existing and new capital assets with operational and capital cost estimates, based on the recommendations from the S.W.O.T analysis and community consultation.

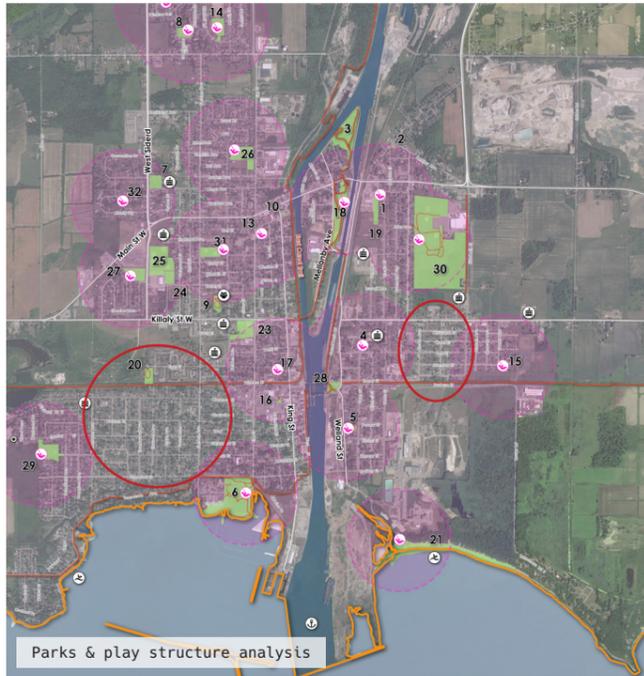
This project demonstrates our experience developing a Parks and Recreation Master Plan in Niagara Region and our commitment to meaningful public consultation. Our collaborative approach has resulted in the development of recommendations that will leverage Grimsby's waterfront and cultural assets, including festivals and community events.

TOWN OF COLLINGWOOD

Parks, Recreation and Culture Master Plan

MHBC was retained by the Town of Collingwood to create a Parks, Recreation and Culture Master Plan. The purpose of the Master Plan was to provide the Town with a long term strategy to be used as a guide in developing recreation and culture programs, services and facilities which strengthens and builds on the Town's existing recreation and culture program delivery structure. The foundation of the Master Plan was based upon public consultation with the community, input from stakeholders, staff and other recreation program service providers, while considering recreation and culture trends, Collingwood's demographics and population as well as the Town's

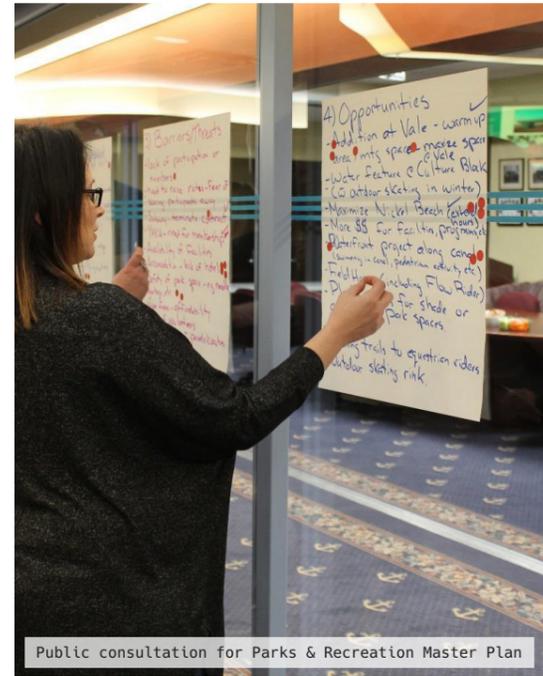
current level of service. The Master Plan was supported by a public consultation program, which included several public workshops/public meeting(s), input from stakeholders, staff and other recreation and culture program service providers, and an on-line survey. The Master Plan provided the Town of Collingwood with a long term strategy to be used as a guide in developing recreational and cultural programs and services that will support a healthy and vibrant community while meeting the Town's long-term needs.



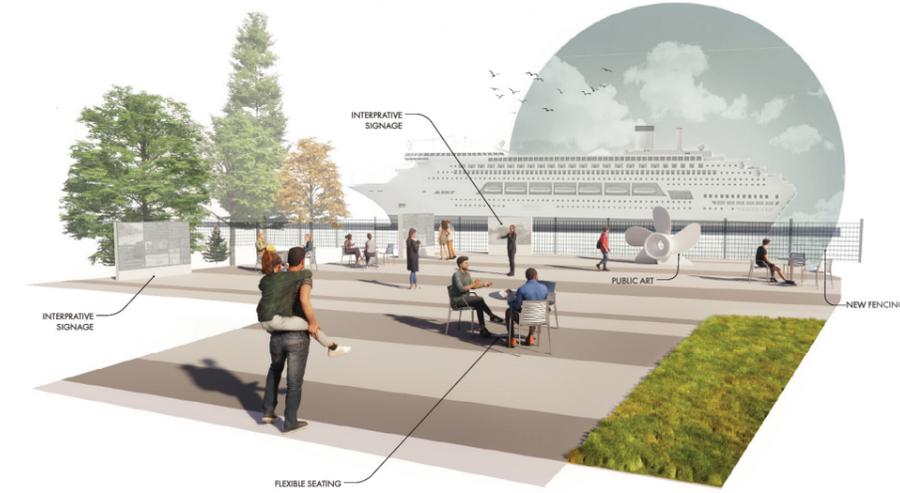
Parks & play structure analysis



Design Concept for King George Memorial



Public consultation for Parks & Recreation Master Plan



Drop off plaza at Lock 8 Park

PORT COLBORNE PARKS RENEWAL

City of Port Colborne

Planning & Landscape Architectural Services

Port Colborne is a dynamic city of 19,000 people on the shores of Lake Erie. A part of the Niagara Region, the community offers the best of small and large city infrastructure and activities. While sharing similarities with other municipalities that have distinct urban and rural areas, Port Colborne's history and vision for the future is unique and makes it special.

Over the past decade, MHBC has been heavily involved in the city's park and recreation overhaul process, partaking in Port Colborne's Parks & Recreation Master Plan and providing Landscape Architectural services for several parks. These services include creation of a Master Plan Report & redesign of existing Parks in the city.

The Parks & Recreation Master Plan identified needs and



Design Concept for Lock 8 Park

priorities for the City of Port Colborne to the year 2030 and provided the City with a long term direction with regards to the provision of parks and recreation services for City residents and visitors. It also provides staff, Council and the public with a framework informed by the City's community values, operational needs & financial realities.



Design Concept for Downtown Waterfront Block

BURLINGTON BEACH

Regional Waterfront Park Master Plan & Implementation Plan

Burlington, ON

In 2015, the Regional Municipality of Halton approved a new Master Plan for the Burlington Beach Waterfront Park (BBRWP) which includes Spencer Smith Park and Beachway Park. The Master Plan presents a Vision for the Park and proposes investments in infrastructure, as well as in restoration and enhancement of natural systems associated with Beachway Park, in order to advance the Vision.

Additional technical work completed as part of the Master Plan update will support the development of detailed designs, and construction plans, for advancing Master Plan elements and also support the development of applications for required permits and approvals. The scope of technical work completed as part of the Master

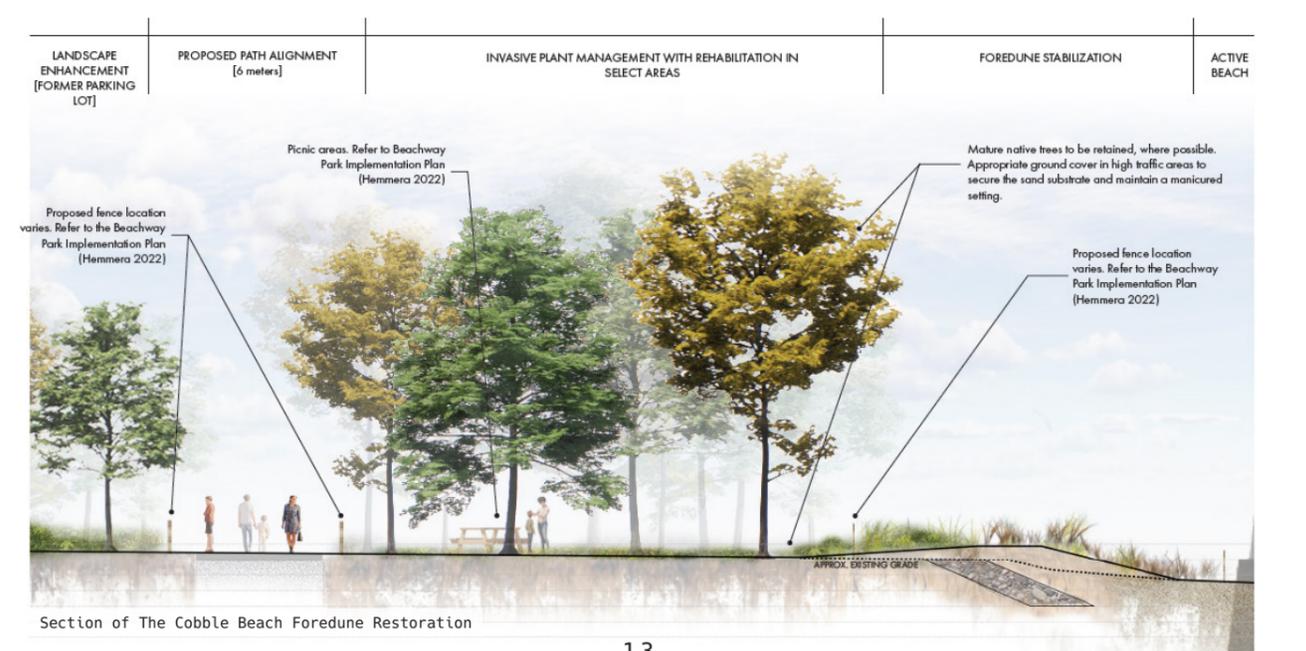
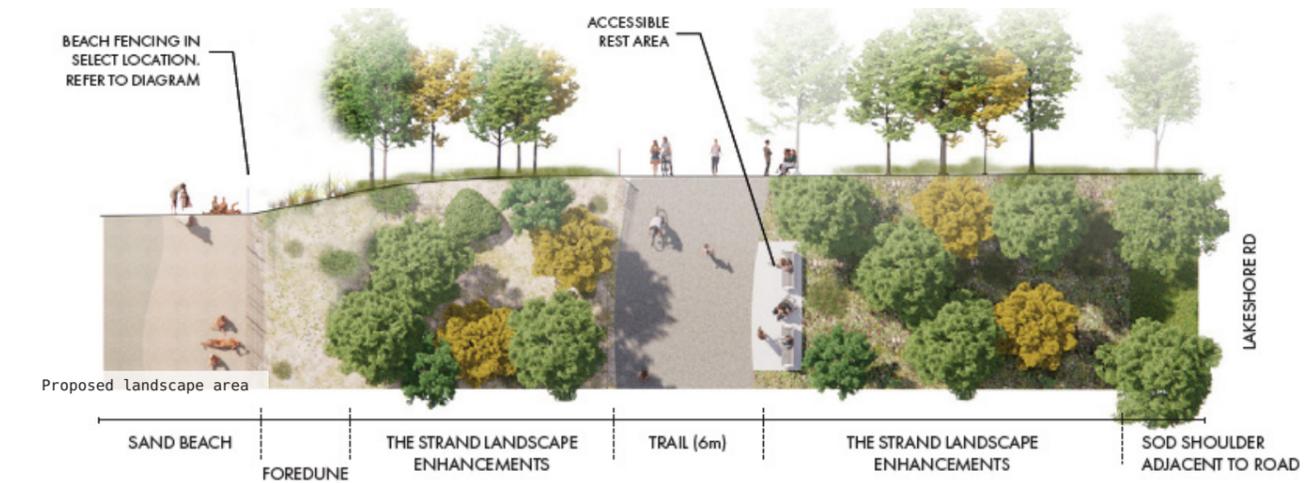
Plan update included:

- » Evaluating the technical feasibility of specific components of the Master Plan
- » Updating portions of the Master Plan as required
- » Undertaking technical studies to guide restoration of dunes and associated native vegetation, and
- » Developing a phased implementation Plan to guide the execution of the Master Plan

Two technical studies were also undertaken to inform the restoration of beach and dune areas and rehabilitation of vegetated areas of the Park. The Master Plan implementation was supported by the development and delivery of Communications Plan to raise awareness amongst users and key stakeholders.



Rendered Plan for the Cobble Beach and the Strand



Section of The Cobble Beach Foredune Restoration



Overview of Delta Garden

WEST EAU CLAIRE PARK

*Eliza Oprescu @ O2
Planning and Design Inc.*

City of Calgary

Calgary, AB

The City of Calgary has been closely tied to the Bow River that flows through it. Periodic flood events have contributed to millions of dollars in damages, with the 2013 flood affecting the downtown at unprecedented levels.

West Eau Claire park spans over 1.5km of riverfront that sees many challenges including conflicting circulation, a lack of programmatic uses and an underutilization of space and amenities.

Eliza Oprescu (in her former position at O2 Planning +Design) was responsible for the primary coordination for this project and was involved in all aspects including overseeing construction administration to completion. As the prime consultant, she led a team

consisting of civil, geotechnical and electrical engineers and irrigation specialists. Eliza ensured that the drawings were coordinated and implemented with a high level of detail while remaining within budget. Public Artists worked closely with Eliza and her team at the onset to ensure a beautifully integrated art component.

The park and public realm design focuses on four main themes: Circulation + Accessibility that separates circulation routes for pedestrians and cyclists while establishing a new riverbank promenade; Vegetation + Open Space; Safety + Maintenance based on SAFE Design principles focusing on light levels, sightlines, circulation, and introducing emergency call boxes; and Amenities.



Custom Bench Mock Up for approval



Flood barrier installation



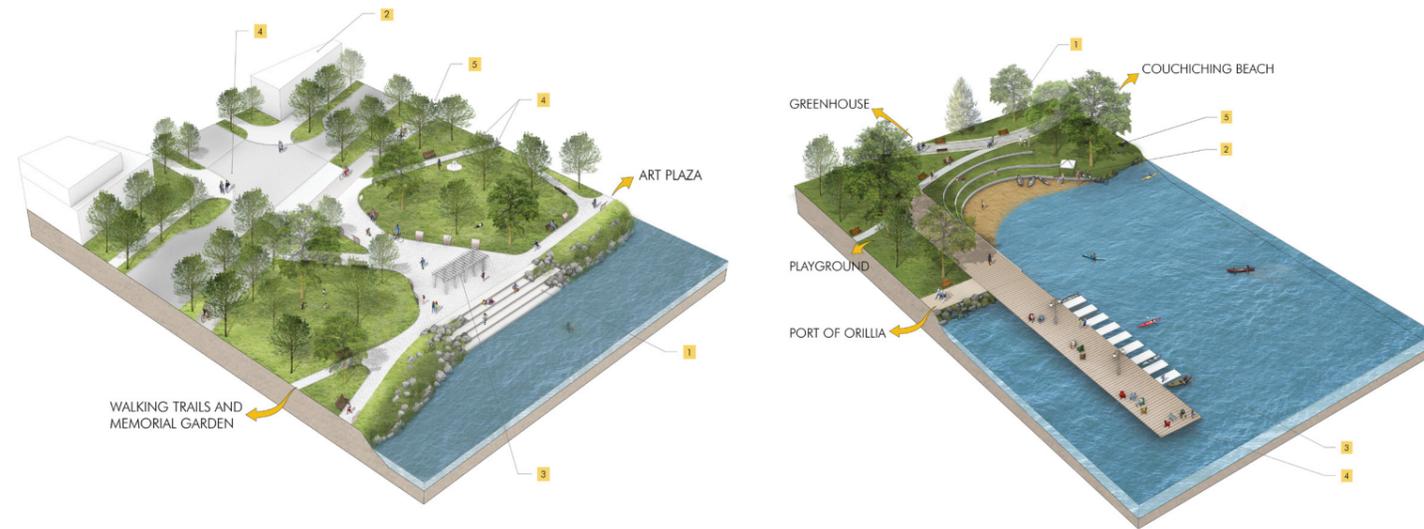
Pedestrian Bridge Design



Tree Installation



Park Master Plan



Axonometric renderings highlighting relationship between waterfront, surrounding landmarks and landscape design elements

ORILLIA WATERFRONT PUBLIC REALM PLAN

*Eliza Oprescu @
STUDIO tla*

City of Orillia

Orillia, ON

The City of Orillia is a thriving community with the waterfront ingrained in its identity. Its uniqueness of place offers a richness of amenities, and culture as well as heritage for residents and visitors alike. This demand has resulted in substantial growth for the city and necessitates capital improvements, and expansion as well as forward, projective visioning to cohesively link these endeavours.

New developments in the area will increase demands on Orillia's downtown waterfront parks (Couchiching Beach, Centennial and Veterans' Memorial Parks) during both the winter and summer months. Eliza Oprescu's role in this project (in her former position at STUDIOtla) was to create a long-term vision for the downtown waterfront area will illustrate recently completed and proposed improvement projects that if approved, would

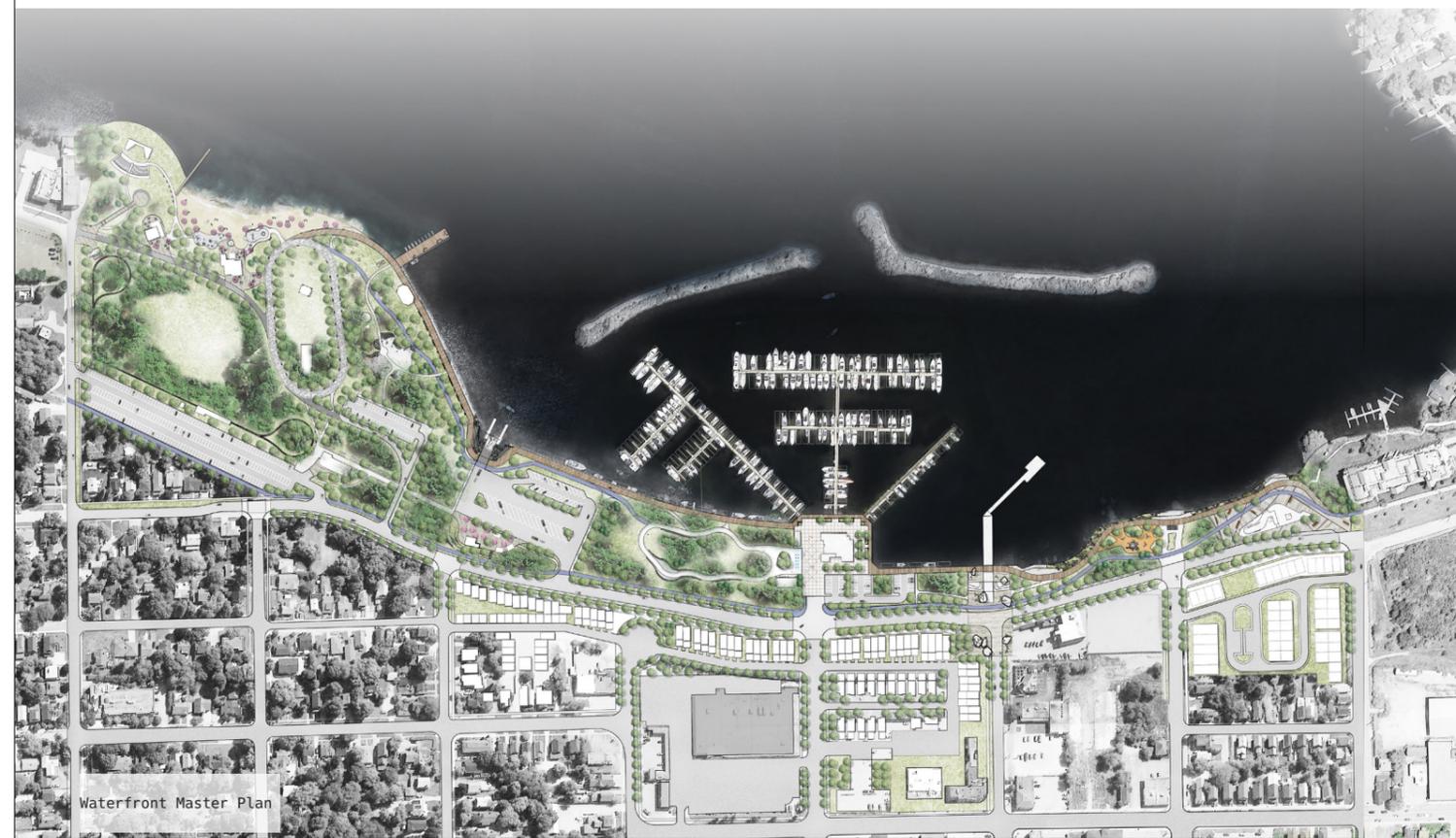
be phased in.

The final report was commissioned by the Orillia Parks, Recreation and Culture Department. Its purpose is to inform civic planning by presenting the summarized findings of the Downtown Waterfront Parkland Design Study and the conceptual redesign of the downtown waterfront parkland, to Orillia City Council. The report documents the current conditions of the downtown and waterfront parks, while also presenting a synthesized vision for the future that is reflective of a growing Orillia.



Perspective highlighting the long-term vision for the waterfront

- 1** TREE PROMENADE
 - focuses views on waterfront
 - provides shade in the summer
 - provides wind buffer in the winter
- 2** ABUNDANT SEATING
 - provides comfortable and sheltered seating
- 3** HISTORIC TERRY FOX CIRCLE ALIGNMENT
 - preserve existing alignment to celebrate history
- 4** 1 METER FURNISHING STRIP
 - provides seating for people watching
- 5** 3 METER PEDESTRIAN WALKWAY
 - pavers provides rich textured walkway
 - provides pedestrian only walkway
 - event tents on either side
- 6** PRESERVE HERITAGE FEATURES



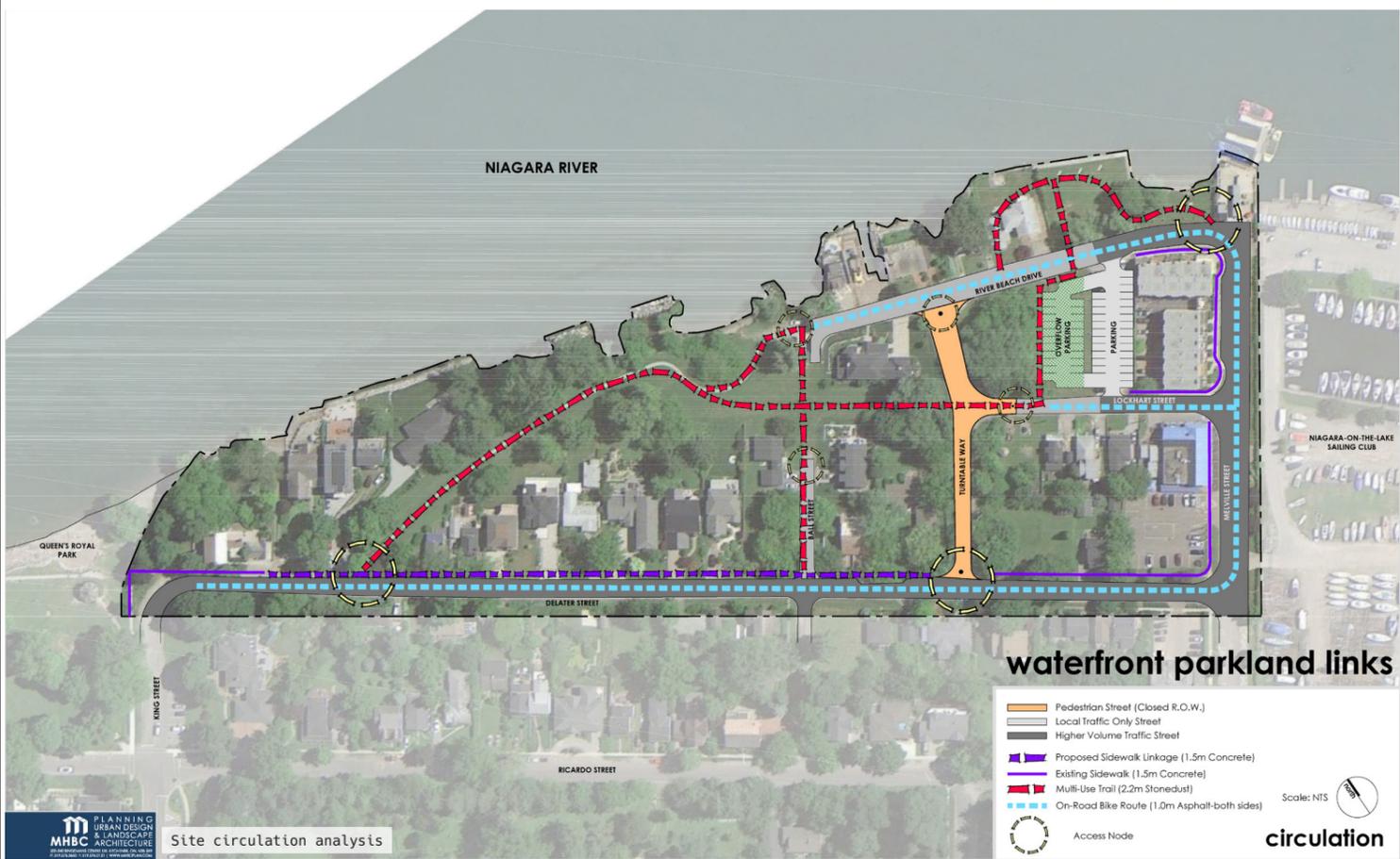
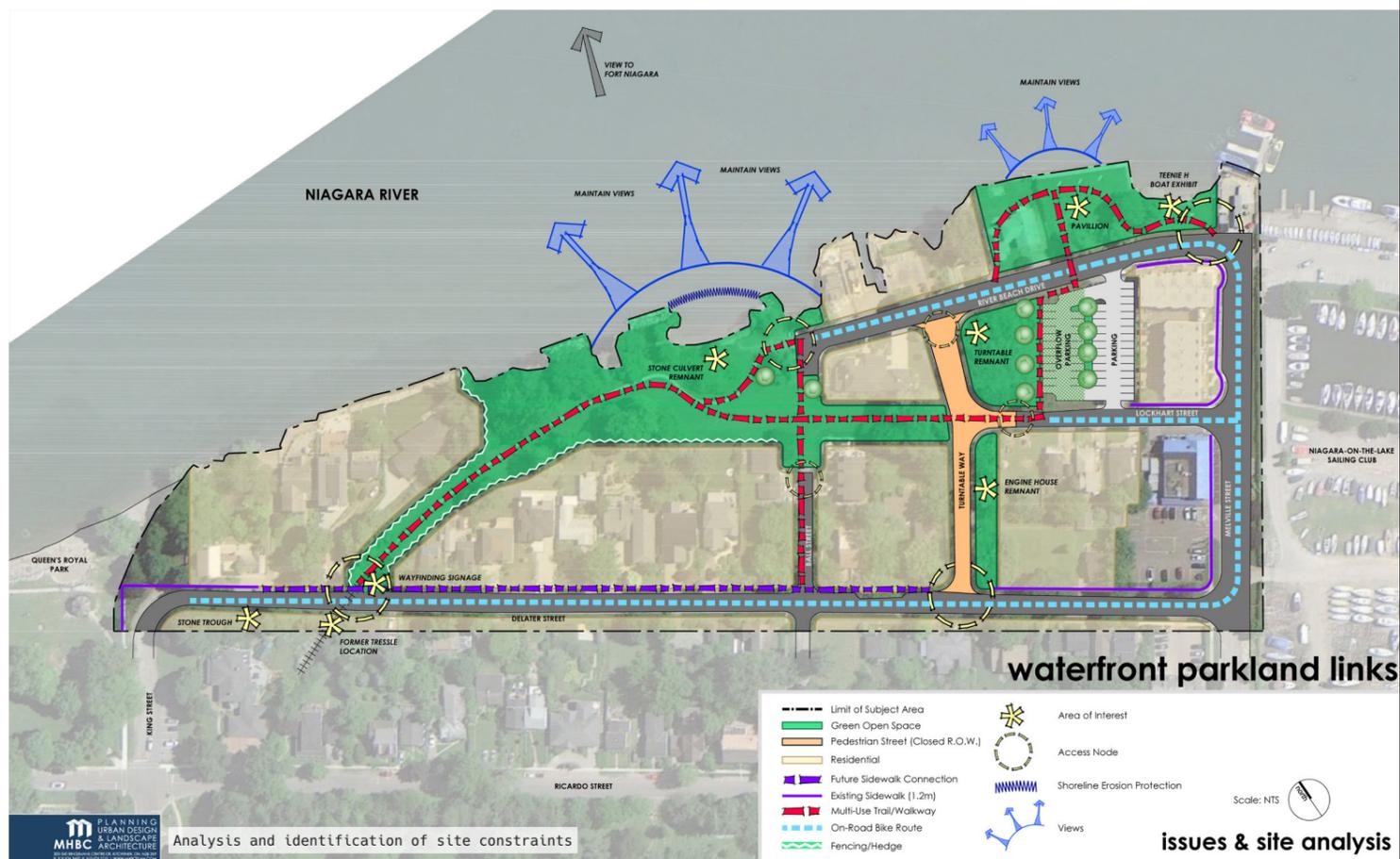
NIAGARA-ON-THE-LAKE

Design guidelines & Waterfront Master Planning

Niagara, ON

In 2015, MHBC was retained by the Town of Niagara-on-the-Lake to prepare design guidelines for two areas within the Town. As part of this project, MHBC led a comprehensive public and stakeholder engagement process with members of the public; architects; developers and heritage staff. Design Charrettes were held to inform the preparation of more detailed design guidelines. The design guidelines considered streetscapes; built form; development opportunity areas; and landscaping. The guidelines also established character areas within each study area with tailored guidelines to suit each identified area. MHBC was retained by The Town of Niagara-on-the-Lake to prepare design

guidelines on Mary Street which is located within the urban area of Niagara-on-the-Lake. Mary Street is an important street within the community as it is located at the edge of what is commonly referred to as 'Old Town'. Those traveling to Old Town from outside of the community would typically enter the community via Niagara Stone Road through Mary Street. This results in the intersection of Niagara Stone Road and Mary Street being an important gateway into the historic core of Niagara-on-the-Lake. MHBC prepared Urban Design Guidelines to guide future development and intensification along Mary Street in a manner which is appropriate given the existing character; and to identify opportunities and recommend improvements to the public realm.





Museum Square Ice Skate Trail



Museum Square and Downtown Woodstock Streetscape



Public Engagement #2 Multi Media



Streetscape Section



QR codes were utilized throughout the engagement process and participants were able to scan with their phones to be transported into the site

WOODSTOCK STREETSCAPE AND MUSEUM SQUARE

City of Woodstock

Woodstock, ON

Downtown Woodstock is a dynamic growing community in the heart of southwestern Ontario and Oxford County. The Downtown is intended to be the most intensive and functionally diverse area of Woodstock, serving as the primary business, cultural and administrative center in the County. While the Downtown hosts impressive architecture and a variety of businesses, the streetscape is reaching the end of its life cycle. Similarly, despite the central location and size of Museum Square, the space is often underutilized and unused by those who live and work in the City of Woodstock.

MHBC was retained to provide a well integrated and dynamic Streetscape Master Plan and multi seasonal solutions to Museum Square. Public Engagement was integral to the overall design

process and input dictated the outcome of the design.

The Streetscape Master Plan was intended to serve as a tool to guide design and expenditures of future streetscape and related infrastructure in the City's core. Special attention has been given to Museum Square and the opportunities to create a space that better serves the needs of the community and provide users with a space that allows for relaxation, discovery, and active and passive engagement.

The final report and design was presented to City Council in October of 2022, followed by endorsement by City Council.

Council Staff is now in process of developing recommendations for funding through 2023's budget deliberations.



Museum Square Ice Skate Trail

THANK YOU

9.1.3



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda July 2, 2024

Subject:

Request for Change to Time Limited Parking on Mary Street.

TOMRMS File Number:

T02 - Parking

Spokesperson(s) Name, Title, Department

Allison Kreuger Municipal Law Enforcement Officer, Development & Protective Services

Purpose of Report:

To bring to Council information for the request by St. James Church to extend the 2-hour parking limit on Mary Street between James Street and Miller Street to 4-hour parking limit.

Resolution 2024

That Council receive the report entitled *Request for Change to Time Limited Parking on Mary Street* for information purposes.

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program? No

Identify the Relationship to Council's Strategic Plan: Quality of Life

Background:

Council received a request by St. James Church at the May 21st Council meeting to extend the parking limit from 2-hour to 4-hour on Mary Street between James Street and Miller Street. This section of Mary Street contains eleven parking spaces with one of these parking spaces being an accessible space. The current parking regulations provide for 2-hours of free parking in this area and are in effect Monday to Saturday from 8:00 am to 5:00 pm. St. James Church does have some on site parking with approximately 5-6 parking spots in their parking lot however the church has indicated that number is not sufficient to accommodate the number of volunteers much less those attending programs. The church holds a daytime Tai Chi class and Yoga class that are 2 hours long and the Mary St Boutique is also open for shopping during the week. St. James is requesting the increase in the parking time limit as they feel that many people visiting these programs may need more than 2 hours for attendance. Additionally, all of the services they offer are volunteer run and the church volunteers are most often at the church in excess of 2 hours.

This section of Mary Street is right in the heart of downtown Parry Sound where parking is already limited and falls approximately in the middle of the area which is covered by the 2-hour limit on parking. There are multiple options for free all-day parking in close proximity to the church's location. The Bobby Orr Community Centre is approximately one and a half blocks east on Mary Street and Miller Street provides free all-day parking north of Mary Street. These would be reasonable options for those accessing the church during the daytime that required more than the 2-hour free parking time limit which is currently offered on Mary Street. The church also has an understanding with Logan's that allows the use of their parking lot off Mary St when it is not being used for funeral services.

St. James Church provides valuable programs to the community and the Town of Parry Sound is appreciative of all that their members and volunteers do for the community. In reviewing parking in the area staff feel that there are multiple options for parking available in the vicinity of St. James Church for use by those accessing programs, as

well as running them, and that a change from 2-hour parking to 4-hour parking would negatively impact the parking inventory in the downtown.

Advantages and/or Disadvantages of Staff Recommendation:

Staffs recommendation would maintain the current parking regulations and availability of parking in the downtown area.

Alternatives:

Support the change from 2-hour time limit to a 4-hour time limit on Mary Street between James Street and Miller Street.

Cost/Financial Impact:

N/A

Included in Current Budget:

N/A

Attachments:

Director Approval DT; Date: June 27, 2024

CAO Recommendation for Council Approval:

Yes DT



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda July 2, 2024

Subject:

Parry Sound Municipal Airport Loan

TOMRMS File Number:

Spokesperson(s) Name, Title, Department

Clayton Harris, CAO

Stephanie Philips, Director of Finance

Purpose of Report:

To request the Airport Commission to repay the funds loaned to the Parry Sound Area Municipal Airport by the Town of Parry Sound and the Township of Seguin.

Resolution 2024

Whereas the Town of Parry Sound and Seguin Township each have a 50% interest in the airport lands;

Whereas the Airport Commission requested funding from the owners to complete the runway expansion project;

Whereas each owner advanced funds in the form of a loan to the Airport Commission;

Whereas the Town advanced \$2.3m by means of an interest-bearing loan to the Airport Commission;

Whereas the runway project was completed in August 2023;

Now therefore be it Resolved the Airport Commission be requested to make arrangements to repay the loan; and

That it further be Resolved that the Resolution be forwarded to Seguin Council.

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program? No

Identify the Relationship to Council's Strategic Plan: Sound Fiscal Management

Background:

The Town of Parry Sound and Seguin Township each have a 50% interest in the airport lands. The Parry Sound Area Municipal Airport Commission (PSAMA) undertook a project to lengthen and re-align the runway. The runway project undertaken by the PSAMA Commission was originally budgeted at \$10.5 million, with funding as follows:

\$3 million grant from the Federal government,

\$5 million grant from the Provincial government, and

\$2.5 million long term loan from the Township of Seguin.

During project construction the Commission was advised the forecasted cost of the project had increased. A large part of the increase is due to higher fuel prices, which affects the fuel being used by the contractor and the cost of the asphalt. According to the engineers, both the Fuel Price Index and the Asphalt Cement Price Index hit record highs in May 2022 and are not expected to drop significantly in the short term.

The other part of the increase is for an alternative "Rock Borrow" area. The original construction plan called for the use of gravel extracted from an on-site quarry. When the project began, it became apparent that the original planned location of the quarry was not going to be feasible, so the main contractor and the engineering firm developed an alternative which had further costs associated with it.

Both Seguin and the Town agreed to equally loan funds to the Commission to complete the project. On July 5, 2022, Town Council authorized a loan of \$700,000 to the

Commission. The terms of the loan are provided as Attachment1. A second advance of \$1.6m was made on April 24, 2023, see Attachment 2.

We have been advised the runway project was completed in August 2023 and therefore its appropriate for the Commission to begin the repayment of the loan under the terms the funds were advanced.

Advantages and/or Disadvantages of Staff Recommendation:

Commences the planned repayment of the monies.

Alternatives:

Not require repayment

Cost/Financial Impact:

Repays the loan and the Town earns interest income.

Included in Current Budget:

No

Attachments:

Attachment 1 - By-law 2022-7264 authorizing a loan of \$700,000 to the Airport

Attachment 2 - Resolution 2023-058 authorizing an additional loan of \$1.6m to the Airport

Director Approval SP; Date: 06/25/2024

CAO Recommendation for Council Approval:

Yes

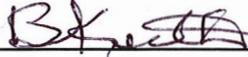
Corporation of The Town of Parry Sound

9.2.1a ATT#1

Passing of By-law No: 2022 – 7264

5th Day of July 2022

Moved by Councillor



Seconded by Councillor



That By-law No: 2022 – 7264

Being a By-law to approve a Loan of \$700,000.00 to the Parry Sound Area Municipal Airport Commission to fund the Runway Project.

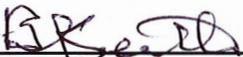
Be considered as read a first time.

- Carried -



Are all members in favour of having the second and third readings?

Moved by Councillor



Seconded by Councillor



That the By-law Above Mentioned Be Considered as Read A Second, And Third Time, Passed, Signed and Sealed.

- Carried -



Entered as Part of The Minutes of the Meeting Held this 5th day of July 2022.


Mayor Jamie McGarvey


Clerk Rebecca Johnson

Postponed to: _____
Amends By-law: _____
Repeals By-law: _____
By-law Amended: _____
By-law Repealed: _____

The Corporation of the Town of Parry Sound

By-law 2022 -7264

Being a By-law to approve a Loan of \$700,000.00 to the Parry Sound Area Municipal Airport Commission to fund the Runway Project.

Whereas the Parry Sound Area Municipal Airport Commission has made a request to the Town to borrow 50% of \$1.4 million; and

Whereas the Town of Parry Sound is a funding partner and maintains 50% ownership of the Parry Sound Area Municipal Airport;

Now Therefore the Council of The Corporation of The Town of Parry Sound Enacts As Follows:

1. That the Corporation of the Town of Parry Sound does hereby loan to the Parry Sound Area Municipal Airport Commission, the sum of \$700,000.00 for the purpose of funding overages on the runway project.
2. That the loan has a 25-year amortization with 5-year terms and be repaid with an interest rate of no less than the rate being earned by the Town's bank accounts and no more than Scotia bank composite prime.
3. That the loan be repaid on a monthly repayment schedule.
4. That any extra funding received from the Province of Ontario or the Government of Canada for overages of this kind be applied directly to this loan.
5. That any funds generated by the sale of real property on airport lands be applied directly to this loan.
6. That this by-law shall come into force and effect upon the final passing thereof.

Read a **First** time this 5th day of July 2022.



Mayor Jamie McGarvey

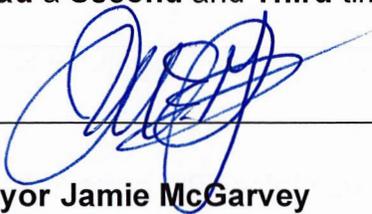


Clerk Rebecca Johnson

The Corporation of the Town of Parry Sound

By-law 2022 -7264

Read a Second and Third time, Passed, Signed and Sealed this 5th day of July 2022.



Mayor Jamie McGarvey



Clerk Rebecca Johnson



THE CORPORATION OF THE TOWN OF PARRY SOUND
RESOLUTION IN COUNCIL

NO. 2023 – 058

DIVISION LIST

YES NO

DATE: April 24, 2023

- Councillor **G. ASHFORD**
- Councillor **J. BELESKEY**
- Councillor **P. BORNEMAN**
- Councillor **B. KEITH**
- Councillor **D. McCANN**
- Councillor **C. McDONALD**
- Mayor **J. McGARVEY**

MOVED BY:

SECONDED BY:

CARRIED: ✓ DEFEATED: _____ Postponed to: _____

THAT Council of the Town of Parry Sound does hereby authorize an increase of \$1.6 million to the existing loan to the Parry Sound Area Municipal Airport (PSAMA) for the completion of the Runway Project.

Mayor Jamie McGarvey



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Meeting Agenda July 2, 2024

Subject:

2023 Annual Investment Report

TOMRMS File Number:

F12 - Investments (Annual Report)

Spokesperson(s) Name, Title, Department

Stephanie Phillips, Director of Finance / Treasurer

Purpose of Report:

To provide Council a summary of the Town's investment activities in 2023. This report is for information only.

Resolution 2024 -

That Council accepts the 2023 Annual Investment Report attached as Schedule A, in accordance with Town's Investment Policy.

Relationship to Strategic Plan:

Core Service? No

New Service, Project or Program? No

Identify the Relationship to Council's Strategic Plan:

Background:

The Investment Policy was approved on January 20, 2015, and then revised on July 3, 2018, by Council. The most recent revision was as a result of changes to O. Reg.

438/97 under the Municipal Act, 2001 as they relate to new investment powers. The policy was updated to reflect changes to referenced legislation and the portfolios offered by the One Investment Program were added to the investment parameters to allow participation in the program and define the portfolio limit.

The Town's Investment Policy stipulates that the Treasurer of the Town reports to Council on an annual basis on the Town's investment activities. The report is attached and will be placed on the Town's website.

All investments adhere to the approved Investment Policy. In addition, all investments meet the eligibility requirements set out by Ontario Regulation 438/97 of the Municipal Act, 2001, which specifies limits for each type of investment that can be held.

There is a change to reporting requirements in 2023 as a result of the new accounting standard PS 3450 - Financial Instruments. The most notable difference within that standard impacting the Town's reporting of investments is that equity investments are now recorded at fair market value with any change that isn't recognized being reported as an unrealized gain in portfolio investments (not in interest) within the equity section of the financial statements. This change increases the investment balance by \$387,296 but does not impact interest earnings reported.

Advantages and/or Disadvantages of Staff Recommendation:

Advantages

- It meets the reporting requirement stipulated in the Town's Investment Policy.
- It provides the public with transparency on how funds are invested.

Alternatives: n/a

Cost/Financial Impact:

Investment income has increased by \$1,114,139 from 2022 to 2023 to \$2,460,596 and above the budget of \$747,924.

As a result of covid-19 and the economy, interest rates were initially reduced. However, during 2022, the Bank of Canada periodically raised the overnight interest rate to respond to inflationary cost increases resulting from the pandemic, world events such as the war in Ukraine, increased labour costs, and shortages of construction materials, etc. The prime rate went from 2.45% in January 2022 to 5.95% in December 2022. Then it rose from 6.45% in January 2023, to 6.7% in February and further to 7.2% in July of 2023. The Bank of Canada has held the higher overnight interest rate to slow inflation until recently in on June 5, 2024, when it dropped 0.25%.

Throughout 2023, the interest rate in the high interest savings account (HISA) offered by one investment remained below the interest rate being earned within the Town's general bank account, so the majority of those funds remained within the Town's bank account for the year.

Included in Current Budget:

Investment earnings were budgeted at \$747,924 for 2023. Earnings have come in above the budget at \$2,460,596. Within the 2024 capital budget, there is \$16.7 million in carry forward capital projects. The funds for those projects continued to earn interest through 2023 for the portion unspent.

Investment Earnings are budgeted at \$1,222,881 for 2024. Experts are predicting that we will see gradual cuts to the interest rate throughout year-end 2024. In addition, as carry forward capital projects move forward it will impact interest earnings as that is closely related.

Attachments:

Attachment #1 - 2023 Annual Investment Report

Director Approval SP; Date: 06/27/2024

CAO Recommendation for Council Approval:

Yes. DT



2023 Annual Investment Report

1. Introduction

The Town's Investment Policy stipulates that the Treasurer for the Town reports to Council annually regarding the Town's investment activities. The Investment Policy was approved on January 20, 2015 and revised on July 3, 2018 by Council.

2. Securities Held

The investment objectives specified in the Investment Policy, in a priority order, include:

- a) Adherence to statutory requirements
- b) Preservation and security of capital
- c) Maintenance of liquidity
- d) Realizing a competitive rate of return

Historically, the Town maintained surplus operating and long-term funds in interest bearing accounts with Canadian chartered banks. In 2016, a portion of the money was invested in Guaranteed Investment Certificates (GICs) with CIBC Wood Gundy.

The updated investment policy that establishes investment objectives, principles and guidelines for the prudent investment allowed staff to take advantage of the various investment instruments available in the market. Staff invested funds in fixed income securities, as well as the High Interest Savings Account (HISA) and equity portfolio offered by the One Investment Program. This program is a pooled investment designed for municipalities and operated by Local Authority Services (LAS) and Chums Financial Corp (a subsidiary of the Municipal Finance Officers' Association of Ontario)

Below are categories of the securities held by the Town as at December 31, 2023, with individual securities listed in *Appendix A – List of Securities Held*.

- Operating bank accounts held with a Canadian chartered bank (Bank of Nova Scotia)
- Guaranteed Investment Certificates (GICs) and bonds held with CIBC Wood Gundy
- Fixed income securities (fixed rate bonds and a step-up rate note) and GICs held with BMO Nesbitt Burns
- High Interest Savings Account (HISA) with the One Investment Program
- Equity portfolio of the One Investment Program
- Loan to the West Parry Sound District Museum
- Investment in Lakeland Holdings Inc.

The bank accounts held with the Bank of Nova Scotia are interest bearing accounts earning interest at prime less 1.65%.

The HISA and equity holdings with the One Investment Program have a high level of liquidity as withdrawals from the program take only one business day. HISA, now has a lower interest rate at Prime less 1.675% to Prime less 1.735% depending on the account. As a result, most of the funds have been moved to the Town's general bank account which is earning a higher interest rate. The HISA is regarded as a safe investment vehicle when compared with the equity investment, which involves a high level of risk as preservation of capital is not guaranteed in equity investments.

The GICs are not as liquid in that early redemption will result in penalties.

The fixed rate bond (fixed income securities) held with BMO Nesbitt Burns and CIBC have maturity dates. However, Bonds are tradable in the secondary market, which provides liquidity. Caution should be given to bond investments as the market value of a bond fluctuates with the interest rate in the market. In 2022, a principal protected note investment was made. In addition, and a step-up bond investment was made with fixed rates that increase per year. This investment is callable and may not last the duration of the term. However, if it is called early in 2024, 14.2% is guaranteed over the two-year term.

Due to the reduced liquidity of GICs and bonds, investments in these instruments were structured in such a way that funds were divided into smaller portions, the maturity dates of which are laddered, so that the Town will redeem a portion of the investment in each year.

The loan to the West Parry Sound District Museum has no fixed terms of repayment. During 2023, the museum repaid \$11,549 of the loan principle and \$652 in interest.

Within 2023 a loan was made to the Parry Sound Area Municipal Airport of \$2.3 million dollars. By-law 2022-7264 set an expectation to be repaid within 5 years and earn interest no less than the rate being earned by the Town's bank accounts. As a result, although no payment of interest has been made, interest has been accrued under those terms at the bank rate. A minimum interest is payable of \$60,451 for 2023.

3. Portfolio Mix and Realized / Unrealized Gains or Losses

The Town's investment portfolio is summarized as follows:

	2023				2022	
	Balance at December 31 (\$)	% of Portfolio	Realized Gain	Unrealized Gain/ (loss) (\$)	Balance at December 31 (\$)	Realized Gain
Operating Bank Accounts	42,637,853	75.4%	1,864,102	-	38,308,588	445,876
High Interest Savings Account - One Investment	56,307	0.1%	2,881	-	13,257	441,873
Guaranteed Investment Certificates	3,342,053	5.9%	91,259	-	1,971,213	42,663
Fixed Rate Bonds	807,457	1.4%	64,888	-	2,091,842	54,689
Equity - One Investment	1,513,288	2.7%	64,964	387,296	1,061,028	49,302
Loan to West Parry Sound District Museum	9,448	0.0%	652	-	20,997	653
Loan to Airport	2,300,000	4.1%	60,451	-		
Investment in Lakeland Holdings Inc.	5,855,104	10.4%	311,400	-	5,855,104	311,400
Total Cash and Investments	56,521,510	100.00%	2,460,596	387,296	49,322,029	1,346,457

The investment duration of the GICs and fixed rate bonds held by the Town ranges from 1 to 5 years. The total holdings in these two categories were 5.9% of the portfolio, which is within the target range of 0% to 60% specified in the Investment Policy.

The portfolio had a balance of \$56,521,510 at the end of 2023 and generated total investment income of \$2,460,596 during the year, compared to \$1,346,457 in 2022. This is an increase in investment earnings of \$1,114,139. The average interest rate went from 2.26% in 2022 to 5.279 within the Town’s general bank account in 2023. In addition, 2023 had an unrealized gain of \$387,296 from equity holdings. The average interest rate went from 2.26% in 2022 to 5.279 within the Town’s general bank account in 2023.

4. Portfolio Summary by Fund

The Town’s portfolio consists of general funds, trust funds, reserve funds and other investments.

4.1 General Fund

The general fund, including the general operating account and reserves, were invested in the following instruments:

Amounts in \$	2023		2022	
	Balance at December 31	Investment Income	Balance at December 31	Investment Income
Scotia Bank - General Operating Account	33,642,906	1,412,305	33,068,676	329,934
GICs - CIBC	2,451,582	87,508	2,389,697	39,147
BMO Nesbitt Burns	1,540,456	64,888	1,529,842	54,689
One Investment HISA	56,307	2,881	13,257	383,894
Total General Funds	37,691,252	1,567,581	37,001,472	807,665

4.2 Trust Funds

The trust funds, which are not available for the general use of the Town’s operations, are invested in the interest-bearing accounts with Nova Scotia Bank. The balances of the trust funds at December 31, 2023 and investment income in 2023 are as follows:

Amounts in \$	2023		2022	
	Balance at December 31	Investment Income	Balance at December 31	Investment Income
Sylvan Acres Cemetery	205,107	10,422	195,688	1,487
Hillcrest Cemetery	134,546	6,804	127,279	975
Trinity Memorial Garden	2,111	106	1,916	43
Total Trust Funds	341,764	17,332	324,883	2,504

4.3 Reserve Funds

Investment for the Reserve funds, which are under either contractual obligations or legislative restrictive, are listed as follows:

Amounts in \$	2023		2022	
	Balance at December 31	Balance at December 31	Balance at December 31	Investment Income
Capital Asset Legacy Fund	1,736,197	75,920	1,229,547	83,518
Capital Replacement Reserve Fund	3,691,206	166,257	1,281,423	8,870
Lot Levy	91,259	4,750	95,155	325
Development Charges	43	201	19,514	152
Water Development	164,889	8,245	138,677	566
Municipal Property	194,180	9,764	178,575	502
Parking	129,403	6,611	122,792	413
Sewer Development	160,999	8,044	134,773	535
Pool - in trust	46,318	3,077	114,741	701
EMS Severance	628,458	32,106	596,352	4,644
EMS Surplus	1,038,577	46,476	330,370	2,573
EMS Equipment / Capital	330,692	14,411	66,616	519
WPS Association	1,642	84	1,558	12
Smelter Wharf	524,398	26,121	431,031	1,611
Bobby Orr Hall of Fame Reserve Fund	419,111	17,119	391,852	4,186
Treetops Reserve Fund	2,306	118	2,188	17
Provincial Public Transit Gas Tax	235,308	21,630	113,457	884
BOHF Scholarship	17,635	901	16,734	130
BOHF Special Project	-	-	-	-
Federal Gas Tax	862,811	58,868	808,092	2,126
Fire Training Facility	N/A	N/A	12	65
Splashpad Reserve	48,510	2,479	46,114	164
Total Reserve Funds	10,323,942	503,180	6,119,574	112,512

Of the \$10,323,942 in reserve funds, \$8,653,182. was invested in interest bearing accounts with Bank of Nova Scotia, \$157,472 in GICs, and the remaining \$1,513,288 in the equity portfolio of the One Investment Program. Investments in the high interest savings account were transferred back to Bank of Nova Scotia accounts which had a higher rate of interest before the end of 2022. The Town’s general bank account continued to hold a higher interest rate as compared to the high interest savings accounts offered by one investment throughout 2023.

4.4 Other Investments

Other investments are not cash equivalents and consist of:

Amounts in \$	2023		2022	
	Balance at December 31	Investment Income	Balance at December 31	Investment Income
Loan to West Parry Sound District Museum	9,448	652	20,997	653
Loan to Parry Sound Area Municipal Airport	2,300,000	60,451	-	-
Investment in Lakeland Holdings Inc.	5,855,104	311,400	5,855,104	311,400
Total Trust Funds	8,164,552	371,851	5,876,101	312,053

5. Statement of Compliance

All investments adhere to the approved Investment Policy. In addition, all investments meet the eligibility requirements set out by Ontario Regulation 438/97 of the *Municipal Act, 2001*, which specifies limits for each type of investment that can be held.

Appendix A

List of Securities Held - As at December 31, 2023

Interest Bearing Accounts

	Financial Institution	Balance	Interest Rate
Operating accounts	Bank of Nova Scotia	\$33,642,906	Prime - 1.65%
High Interest Savings Account (HISA)*	One Investment	\$56,307	Prime - 1.675% to Prime -1.735%
Total		\$33,699,213	

Guaranteed Investment Certificates

Issuer	Face Value	Maturity Date	Interest Rate
Bank of Montreal	\$215,546	2024-02-28	5.1200%
CIBC Trust Full Ser	\$200,000	2024-05-15	2.4000%
CIBC Trust Full Ser	\$140,000	2024-08-30	2.3500%
Bank of Montreal	\$700,000	2024-11-24	2.5800%
HSBC Bank GIC Annual Flat	\$200,000	2025-05-06	2.2500%
Canadian Western Bank GTD Cert A	\$200,000	2025-09-24	1.6500%
Laurentian Bank of Canada GTD Investment Cert A	\$500,000	2025-11-03	1.3400%
Laurentian Bank of Canada GTD Investment Cert A	\$207,000	2025-05-20	3.9700%
Laurentian Bank of Canada GTD Investment Cert A	\$200,000	2026-05-13	1.7000%
Laurentian Bank of Canada GTD Investment Cert A	\$505,000	2026-11-16	2.0000%
Bank of Montreal GIC Annual	\$200,000	2027-07-19	4.8000%
Total	\$3,267,546		

Bonds

Issuer	Face Value	Maturity Date	Coupon Rate	Year
Bank of Montreal	\$205,000	2030-11-21	2.6000%	
CIBC CDN BNK IDX AutoCall Deposit Notes	\$562,000	2029-11-29	14.2000%	2024
			21.3000%	2025
			28.4000%	2026
			35.5000%	2027
			42.6000%	2028
			49.7000%	2029
Total	\$767,000			

Equity – One Investment

	Book Value	Fair Market Value
Equity Investments	\$1,125,992	\$1,513,288
Unrealized Gain		\$387,296



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda: Tuesday July 2, 2024

Subject:

BOCC Compressor Replacement

TOMRMS File Number:

F18 - Quotations and Tenders

Spokesperson(s) Name, Title, Department

April McNamara, Manager or Parks and Recreation

Purpose of Report:

For Council accept the proposal from Black and McDonald to supply and install two N2M Compressor Packages as a sole source purchase as part of the Bobby Orr Community Centre Asset Lifecycle management replacement program.

Resolution 2024 -

That Council accept the quotation from Black & McDonald for Bobby Orr Community Centre mechanical room compressor replacement (ice making equipment) for \$153,150 which is under the 2024 Capital Budget allocation.

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program? No

Identify the Relationship to Council's Strategic Plan: Quality of Life

Background:

Council approved \$180, 000 in the Capital budget for Bobby Orr Community Centre Compressor replacement/upgrade, part of the Town's Lifecycle Management Plan.

Compressors

This entails the removal of three (3) aged compressors, that have been maintained past their useful lifecycle with two (2) N2M Compressor Packages. Upgraded compressors will result in overall reduced energy consumption for the Bobby Orr Community Centre during the ice making and maintaining seasons.

Black and McDonald is the company currently on retainer for maintenance and servicing of the Bobby Orr Community Centre Engine Room and all ice making components.

Black and McDonald is a well recognized company providing services to the municipal and private sector. They have significant experience with municipal infrastructure and have significant knowledge and understanding of the Bobby Orr Community Centre and all the mechanical assets as the company has been a project partner over the years. Black and McDonald has proven capable of delivering quality services and products in a timely manner and is familiar with the Town's circumstance related to the Bobby Orr Community Centre.

Several significant recent Bobby Orr Community Centre projects that have been completed by Black and McDonald on time and under budget as follows:

- * New engine room electrical panel replacement & upgrade
- * Ice pad refurbish project: piping and refrigeration
- * Condenser upgrades; soft start installation
- * Build and installation of new condenser tank

Staff sought pricing and scope of work for this project from Black and McDonald and are recommending they complete the work as the continuity of service without interruption is paramount. A Single Source Purchase is acceptable under the Town's Procurement Policy.

"b) The compatibility of a Purchase with existing equipment, product standards, facilities or service is a paramount consideration;"

For every major overhaul, Black and McDonald has delivered without delay or cost overrun.

If approvals are provided in July, the work will commence immediately and be completed before the end of August and will not have a negative impact on regular ice season start up.

Advantages and/or Disadvantages of Staff Recommendation:

Ensures equipment is replaced per the lifecycle management plan

Avoids equipment failure mid-season

Under budget

Alternatives: n/a

Cost/Financial Impact:

\$153,150

Included in Current Budget:

Yes: \$180,000

Attachments:

Director Approval MK ; Date: June 25, 2024

CAO Recommendation for Council Approval:

Yes DT



**Public Health
Santé publique**
SUDBURY & DISTRICTS

January 24, 2024

VIA ELECTRONIC MAIL

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Recipient:

Re: Household Food Insecurity

At its meeting on January 18, 2024, the Board of Health carried the following resolution #06-24:

WHEREAS food security is a chronic and worsening health issue as documented by annual local data on food affordability and as recognized by multiple Association of Local Public Health Agencies (alPHA) resolutions: AO5-18 (Adequate Nutrition for Ontario Works and Ontario Disability Support Program), A18-02 (Minimum Wage that is a Living Wage), A15-04 (Basic Income Guarantee), and A23-05 (Monitoring Food Affordability in Ontario and the Inadequacy of Social Assistance Rates)

THEREFORE BE IT RESOLVED THAT the Board of Health for Public Health Sudbury & Districts call on the provincial government to incorporate local food affordability findings in determining adequacy of social assistance rates to reflect the current costs of living and to index Ontario Works rates to inflation going forward; and

THAT in the context of the Public Health Strengthening roles and responsibilities deliberations, the Board of Health urge all health system partners to remain committed to population health assessment and surveillance as it relates to monitoring food environments and, specifically, to monitoring food affordability; and share this motion broadly with local and provincial stakeholders.

Sudbury

1300 rue Paris Street
Sudbury ON P3E 3A3
t: 705.522.9200
f: 705.522.5182

Elm Place

10 rue Elm Street
Unit / Unité 130
Sudbury ON P3C 5N3
t: 705.522.9200
f: 705.677.9611

Sudbury East / Sudbury-Est

1 rue King Street
Box / Boîte 58
St.-Charles ON POM 2W0
t: 705.222.9201
f: 705.867.0474

Espanola

800 rue Centre Street
Unit / Unité 100 C
Espanola ON P5E 1J3
t: 705.222.9202
f: 705.869.5583

Île Manitoulin Island

6163 Highway / Route 542
Box / Boîte 87
Mindemoya ON POP 1S0
t: 705.370.9200
f: 705.377.5580

Chapleau

34 rue Birch Street
Box / Boîte 485
Chapleau ON POM 1K0
t: 705.860.9200
f: 705.864.0820

toll-free / sans frais

1.866.522.9200

phad.ca



Letter
Re: Household Food Insecurity
January 24, 2024
Page 2

Household food insecurity is one of the strongest predictors of poor health, making it a serious public health issue (PROOF, 2023). Individuals who are food insecure are at higher risk of diet-related diseases like diabetes and are at higher risk for a wide range of chronic conditions such as depression and anxiety disorders, arthritis, and chronic pain. Household food insecurity leaves an indelible mark on children's health and well-being (PROOF, 2023). The experience of food insecurity in childhood is associated with mental health concerns throughout childhood and into early adulthood (PROOF, 2023). In Ontario, the healthcare costs of individuals who are the most food insecure can be more than double that of individuals who are food secure (PROOF, 2023, Tarasuk et al., 2015).

Thank you for your attention to this important issue – the solutions for which will not only help many Ontarians in need but also protect the sustainability of our critical health and social services resources.

Sincerely,



Penny Sutcliffe, MD, MHSc, FRCPC
Medical Officer of Health and Chief Executive Officer

cc: Honourable Michael Parsa, Minister of Children, Community and Social Services
Honourable Peter Bthlenfalvy, Ministry of Finance
Honourable Paul Calandra, Minister of Municipal Affairs and Housing
Honourable Sylvia Jones, Deputy Premier and Minister of Health
France Gélinas, Member of Provincial Parliament, Nickel Belt
Jamie West, Member of Provincial Parliament, Sudbury
Michael Mantha, Member of Provincial Parliament, Algoma-Manitoulin
Dr. Kieran Moore, Chief Medical Officer of Health
Jacqueline Edwards and Jennifer Babin-Fenske, Co-chairs, Greater Sudbury Food Policy Council
Richard Lathwell, Local Food Manitoulin
Colleen Hill, Executive Director, Manitoulin Family Resources
All Ontario Boards of Health
Association of Local Public Health Agencies

Letter

Re: Household Food Insecurity

January 24, 2024

Page 2

PROOF (2023). What are the implications of food insecurity for health and health care? Identifying Policy Options to Reduce Household Food Insecurity in Canada. Retrieved from: <https://proof.utoronto.ca/food-insecurity/what-are-the-implications-of-food-insecurity-for-health-andhealth-care/>.

Tarasuk, V., Cheng, J., de Oliveira, C., Dachner, N., Gundersen, C., Kurdyak, P. (2015. Association between household food insecurity and annual healthcare costs. Canadian Medical Association Journal. 1 87 (14) E429-E436. DOI: <https://doi.org/10.1503/cmaj.150234>



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda July 2, 2024

Subject:

Town Dock Head Lease

TOMRMS File Number:

L04

Spokesperson(s) Name, Title, Department

Dave Thompson Director Development and Protective Services

Purpose of Report:

To gain Council approval for the execution of a 5-year lease for the Town Dock

By-law 2024 - 7433

Being a By-law to authorize the execution of an agreement between His Majesty the King, in the right of Canada, represented herein by the Minister of Fisheries and Oceans for the lease of the Bay Street Wharf - Parry Sound

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program? No

Identify the Relationship to Council's Strategic Plan: Yes - Economic Development

Background:

The Town Dock is owned by the Federal Government. This includes the entirety of the concrete dock as well as the majority of the water lots that surround the Town Dock. The exception is the water lot that is occupied by the Island Queen. That water lot is owned by the 30,000 Island Cruise Line. The Town has operated the Town Dock through a Head Lease agreement for many years. This relationship has allowed the Town to grow the tourism sector of our economy through partnerships with many local business owners. Recently the cruise ship industry has grown immensely with many spin off activities occurring in proximity to the Town Dock..

DFO has provided us with a renewal Head Lease for April 2023 to March 2028. A five-year term. The agreement is an almost exact replica of previous Agreements.

Key components are;

- Town pays DFO 20% of gross revenue
- Town must maintain \$5,000,000 insurance
- Town cannot interfere with public access to the dock (exception for security with regards to cruise ships)
- Town shall keep the property neat and tidy etc.
- Improvements shall be at the expense of the Town
- Town pays for operating costs of the facility

In practise, over the past agreements, when a significant repair is necessary, DFO has a cost sharing method to affect those repairs. Additionally, DFO has cost shared structural inspections of the dock.

Staff have inquired about the need for significant repairs and whose responsibility those will be during this particular lease term. DFO has advised that the lease contemplates major safety repairs being conducted by DFO and that details would be worked out in conjunction with the Town to the extent possible. DFO is looking at the long term viability of the Wharf and the major repairs were summarized in the most recent structural report. These repairs may be tied to a divestiture process in future years.

Staff are recommending the execution of the agreement to ensure that we maintain control of the dock operations. Significant repairs will be needed in the future for the dock and remaining in a partnership with DFO to ensure that the dock is utilized in a manner that coincides with the Towns Strategic Plan is important.

Advantages and/or Disadvantages of Staff Recommendation:

Consideration will be necessary to determine the future of the operation of the dock as our current operating contract with Massasauga Management Company expires in October of 2025.

Alternatives:

To not sign the Head Lease. Staff are unsure what course of action would be taken by DFO

Cost/Financial Impact:

20% of gross revenue to DFO

Currently, +-10% of gross revenue is received by the Town

Included in Current Budget:

Yes

Attachments:

Attachment #1 - DFO Town Dock Lease

Attachment #2 - Draft Bylaw to execute lease agreement

Director Approval DT; Date: June 24, 2024

CAO Recommendation for Council Approval:

Yes

The Corporation of the Town of Parry Sound

By-law 2024 - 7433

Being a By-law to authorize the execution of an agreement with His Majesty the King, in the right of Canada, represented herein by the Minister of Fisheries and Oceans for the lease of the Bay Street Wharf - Parry Sound

Whereas section 8, 9 and 10 of The Municipal Act, S.O. 2001, c.25, as amended, authorizes the Corporation of the Town of Parry Sound to enter into agreements; and

Whereas the Corporation of the Town of Parry Sound wishes to authorize the execution of an Agreement with His Majesty the King, in the right of Canada, represented herein by the Minister of Fisheries and Oceans for the lease of the Bay Street Wharf - Parry Sound.

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. That the Mayor and Clerk are hereby authorized to sign an agreement with the Minister of Fisheries and Oceans attached as Schedule A, for the lease of the Bay Street Wharf - Parry Sound.
2. That this By-law shall come into force and take effect upon the final passing thereof.

Read a First time this 2nd day of July, 2024

Mayor Jamie McGarvey

Clerk Rebecca Johnson

Read a Second and Third time, **Passed, Signed and Sealed**

this 2nd day of July, 2024

Mayor Jamie McGarvey

Clerk Rebecca Johnson

THIS AGREEMENT made in duplicate this 13th day of November, 2023;

BETWEEN –

HIS MAJESTY THE KING, in right of Canada,
represented herein by the Minister of Fisheries and Oceans
(hereinafter called “the Minister”)

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF PARRY SOUND,
incorporated as a corporation under the laws of the Province of Ontario
(hereinafter called “the Lessee”)

OF THE SECOND PART;

WITNESSETH that the Minister, in consideration of the rents, covenants,
provisos, and conditions hereinafter contained, hereby leases unto the Lessee:-

Description

ALL AND SINGULAR:

Parry Sound – Bay Street Wharf

PIN 52109-0002(LT)

*PARCEL 24341 SECTION SS; LOCATION DT178 IN FRONT OF LT 30 CON 1
MCDOUGALL BEING PART OF THE BED OF PARRY SOUND OF GEORGIAN BAY,
DESIGNATED AS PART 1, PLAN 42R10686; PARRY SOUND; and*

PIN 52109-0249(LT)

*PART OF WATER LOT PROPERTY OF THE CONGER LUMBER COMPANY LIMITED
PLAN 137 AS IN RO17818 AND RO48030 TOWN OF PARRY SOUND, DESIGNATED AS
PART 1, PLAN 42R10622; PARRY SOUND; and*

PIN 52109-0131(LT)

*PART OF DOCK PROPERTY SOUTH SIDE OF BAY ST, PLAN 137, DESIGNATED AS
PART 2, PLAN 42R12704; PARRY SOUND; and*

PIN 52109-0129(LT)

*PART OF WATER LOT D OR PARCEL D, PLAN 11; PART OF DOCK PROPERTY SOUTH
SIDE OF BAY ST, PLAN 137, DESIGNATED AS PART 1, 42R12704; PARRY SOUND; and*

PIN 52109-0181(LT)

*PART OF THE ROAD ALLOWANCE IN FRONT OF LOT 30, CONCESSION 1,
MCDOUGALL CLOSED BY UNREGISTERED BYLAW #45; PART OF WATER LOT D OR
PARCEL D, PLAN 11 AS IN PS2719 & PT 1 42R8687; DESIGNATED AS PART 2, 42R12704;
PARRY SOUND.*

All the above PINs are outlined on the attached Schedule “A”.

Habendum

TO HAVE TO HOLD the said premises unto the Lessee for a term of
five (5) years from and including April 1, 2023 to March 31, 2028 and then fully to be
complete and ended.

Reddendum

YIELDING AND PAYING therefor, during the currency of this Agreement, unto the Minister, to the Receiver General of Canada, in lawful money of Canada the following rent or sum, namely:-

- (a) FIVE HUNDRED DOLLARS (\$500.00) PLUS TAXES per annum, payable each year in advance, or
- (b) TWENTY PER CENT (20%) PLUS TAXES of all gross revenue derived by the Lessee from the management and operation of the said premises, whichever is the greater amount, and the difference between the \$500.00 paid in advance and 20% gross revenue is payable within sixty days of the end of each agreement-year.

Interpretation

IN THIS AGREEMENT;

- (i) "Minister" means the Minister of Fisheries and Oceans and any person he has delegated to act on his behalf.
- (ii) "Regional Director" means the Regional Director of Small Craft Harbours Branch of the Department of Fisheries and Oceans and any person he has delegated to act on his behalf.

It is agreed by and between the said parties hereto that these Presents are made and executed upon and subject to the covenants, provisos, conditions and reservations hereinafter set forth and contained, namely:

Purpose

- 1. a) The Lessee shall use and occupy the said premises and carry out the management and operation of the said premises in accordance with the Fishing and Recreational Harbours Act and the Fishing and Recreational Harbours Regulations as amended from time to time, or any other applicable act or regulations enacted or made during the currency of this Agreement.
- b) Nothing in Clause No. 1a) hereof, shall relieve the Minister from discharging any of his duties under the said Fishing and Recreational Harbours Act and the said Fishing and Recreational Harbours Regulations.
- c) That the Minister shall supply to the Lessee, one copy of the said Act and Regulations, as amended from time to time.

To Pay Rent

- 2. That the Lessee will pay all annual rental fees herein reserved at the time and in the manner in these Presents set forth, without any abatement or deduction whatever.

Taxes

- 3. That the Lessee will pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of these Presents be imposed, or become due and payable upon, or in respect of the said premises.

Compliance with Law

- 4. The Lessee shall in all respects abide by and comply with all rules, regulations and by-laws of municipalities and other governing bodies, in any manner affecting the said premises.

Public Use

- 5. Subject to Clause No. 19 hereof, the Lessee shall not interfere with the public use of the said premises during the currency of this Agreement; it being expressly understood and agreed, however, that the Lessee may refuse the use of the said premises to any vessel on which tolls and dues are outstanding and the Lessee may take all lawful action through Small Debts Court or otherwise to obtain payment of outstanding or overdue accounts.

Access

6. a) That the Minister, his servants or agents shall, at all times and for the purpose of inspecting the said premises, have full and free access to any and every part of the said premises.

b) The Minister shall, upon reasonable notice to the Lessee, except in the case of emergency, have full and free access to the said premises for the purposes of repairing and maintaining the said premises.

Assignment

7. That the Lessee shall not make any assignment of these Presents, nor any transfer or sub-lease of any of the premises, rights or privileges demised or leased hereunder, without obtaining the prior consent in writing of the Minister to such assignment, transfer or sub-lease. The Lessee shall pay to the Minister a reasonable charge for the preparation of any consent thereto expressed in writing, and shall be responsible for any costs incurred by the Minister in addressing the request for consent, provided that such costs are reasonable.

Repair and Maintenance

8. That the Lessee shall not, during the currency of this Agreement, do, suffer or permit to be done any act or thing which may impair, damage or injure the said premises beyond the damage occasioned by reasonable use, and shall inspect, maintain, and effect minor repairs of the said premises which may at any time become damaged, whether due to the negligence of the Lessee or otherwise. Nothing in this provision shall obligate the Lessee to be responsible to effect repairs of any major or structural kind but, in the event that such repairs are needed, it shall be the responsibility of the Lessee to provide notice to the Minister of the need for major or structural repairs, and to take whatever steps are appropriate to deal with continued use of the premises while such repairs are pending. When such repairs are warranted, the parties hereto shall consider, and together decide how and when to effect such repairs.

Care of Property

9. That the Lessee shall, at its own cost and expense, at all times during the currency of this Agreement, keep the said premises in a neat and tidy condition, removing or causing to be removed therefrom all papers, refuse, litter, waste or rubbish arising out of the operations of the Lessee under this Agreement, all to the satisfaction of the Regional Director.

Improvements

10. That any improvements made to the said premises by the Lessee at any time during the term of this Agreement, to make the said premises suitable for the purpose referred to in Clause No. 1 hereof, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Regional Director.

Construction of Buildings or Structures

11. That the Lessee shall not construct or erect any buildings or other structures on the said premises without obtaining the approval of the Regional Director, of plans showing the design and nature of construction of such buildings or structures and their proposed locations.

Annoyance Nuisance and Disturbance

12. That the Lessee shall not, at any time during the currency of this Agreement do, cause or permit to be done, any act or thing in or upon the said premises which shall, or may be, or might become, an annoyance, nuisance or disturbance to the occupiers of any lands or premises adjoining or in the vicinity of the said premises.

Title

13. That is hereby declared, and this Agreement is accepted by the Lessee, upon the express condition that the Lessee shall have no recourse against the Minister, should the minister's title to the said premises be found to be defective, or should these Presents prove ineffectual by reason of any defect in such title.

Claims and Damages

14. That the Lessee shall not have any claims or demand against the Minister for loss, damage or injury of any nature whatsoever, or howsoever caused to the said premises or to any person or property, at any time brought, placed, made or being on the said premises unless such damage or injury is due to the negligence of any officer, servant, agent, contractor or sub-contractor of His Majesty the King in right of Canada while acting within the scope of his duties or employment.

Indemnification

15. That the Lessee shall at all times indemnify and save harmless His Majesty the King in respect of any action, claim, cause of action, suit, debt, loss, damage, cost, expense or demand whatsoever, at law or in equity, arising by way of any breach by the Lessee, its employees, servants, agents, sub-lessees or persons for whom it is by law responsible, of any provisions of this Agreement or arising by way of the Lessee and His Majesty's ownership, occupation and control of the premises, except claims for damages resulting from the negligence of any officer, servant, agent, contractor or sub-contractor of His Majesty the King while acting within the scope of his duties.

Termination

16. That this Agreement may be terminated at any time:

(a) By the Lessee upon sixty (60) days' notice in writing, such notice to be signed by the Lessee and delivered to or mailed addressed to the Regional Director, Small Craft Harbours Branch, Department of Fisheries and Oceans, 867 Lakeshore Road, Burlington, Ontario, L7S 1A1, or

(b) By the Minister upon sixty (60) days' notice in writing, signed by the Minister, and either delivered to the Lessee or any officer of the Lessee, or mailed addressed to the last known place of business or office of the Lessee, and thereupon, after the expiration of such period of notification, these Presents shall be determined and ended, and the Lessee shall thereupon, and also in the event of the determination of this Agreement in any other manner, except re-entry under Clause No. 17 hereof, forthwith remove from the said premises all things at any time brought or placed thereon by the Lessee and shall also to the satisfaction of the Regional Director repair all and every damage and injury occasioned to the said premises by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this Clause, be entitled to any compensation whatsoever, provided that, unless required by the Minister, no goods, chattels, materials, effects or things shall be removed from the said premises until all rent due or to become due under this Agreement, is fully paid.

Default

17. That, notwithstanding anything in this Agreement contained, if the rent above reserved or any part thereof, shall be in arrears or unpaid, whether or not the same shall have been in any manner demanded, or in the case of default, breach or non-observance to be made or suffered by the Lessee at any time or times, in, or in respect of any of the covenants, provisos, conditions, and reservations herein contained, which on the part of the Lessee ought to be observed and performed, then, and in every such case, provided such non-payment of rent, default, breach or non-observance is not cured within thirty (30) days from the date of notice thereof in writing from the Minister to the Lessee, the Minister may terminate this Agreement by giving to the Lessee a notice in writing, signed by the Minister, and either delivered to the Lessee or any officer of the Lessee, mailed addressed to the last known place of business or office of the Lessee, and thereupon after delivery or mailing of such written notification, this Agreement shall be determined and ended, and in that event, it shall be lawful for the Minister, his servants or agents, to re-enter and thereafter to have, possess and enjoy the said premises and all improvements thereon.

And no acceptance of rent subsequent to any breach or default, other than non-payment of rent, nor any condoning, excusing or overlooking by the Minister on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way defeat or affect the rights of the Minister hereunder.

The Lessee shall pay in addition to any other provisions hereof the reasonable fees and disbursements of counsel to the Minister in connection with the enforcement of this Agreement, or in the event of default hereunder.

Hold Over

18. Provided always and that it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted, and if the Minister shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rental to be determined at the discretion of the Minister, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to tenancy at will.

Tolls, Dues & Charges

19. That the Lessee shall, during the currency of this Agreement, charge tolls or dues established under the authority of the Fishing and Recreational Harbours Act or by Regulations approved from time to time by the Governor in Council respecting the said premises. The Lessee may collect additional reasonable charges for services such as electrical power outlets, water outlets, watchman services, etc., provided at the Lessee's expense for the benefit and use of the boating public using said premises.

Accounting Records

20. That during the currency of this Agreement, the Lessee shall cause to be kept records of its operation hereunder, such records to be kept according to accepted principles of accounting, and the Lessee shall supply to the Regional Director, a certified statement for each accounting period during the currency of this Agreement.

Audit Inspection

21. That the books of the Lessee concerning the operation and management of the said premises, shall be open for audit and inspection at all times during business hours, by the accredited officers of the Minister.

Pollution

22. That the Lessee shall not place or deposit, or cause or permit to be placed or deposited, any fill, sand, gravel, detritus, waste, debris or other materials, articles or things on the said premises which may form a deposit thereon or therein without the prior consent, in writing, of the Regional Director.

Environmental Protection

23. (i) The Lessee agrees to abide by and comply with all federal environmental legislation, including the relevant provisions of the Canadian Environmental Protection Act, affecting the said premises, as well as with the regulations and guidelines made and established under it, and all applicable Provincial, Territorial and municipal environmental legislation, regulations, rules or guidelines affecting the said premises.

(ii) The Lessee shall not process, use, deposit or store on the said premises or in its subsoil any toxic substances, as defined in the Canadian Environmental Protection Act, nor any other substance that constitutes or may constitute a danger to the environment or to human life or health.

(iii) The Lessee agrees to clean up, at its expense, to then current federal and provincial standards, any part or all of the said premises contaminated during the term of this Lease or any renewal of it immediately upon becoming aware of the contamination.

Service Reservation

24. That this Agreement is granted strictly subject to the right of the Minister and Lessees and Licensees of the Minister to maintain and operate services installed on the said premises at the date of this Agreement, and to the right of the Minister to grant leases or licences, as the case may be, at any time during the currency of this Agreement, covering the right and privilege or permission to install, lay, maintain and use services on, over or across the said premises and the Lessee shall not, at any time during the currency hereof, do anything or cause or permit anything to be done which will in any way interfere with the rights and privileges or permissions thereby granted, provided however, that such leases or licences will be granted subject to this Agreement and provided that the Lessees or Licensees thereunder shall not commence to exercise the rights and privileges or permissions thereby granted unless and until the consent in writing is first obtained from the Lessee, and which consent shall not be unreasonably withheld.

Concession

25. That no application for permission to establish concessions of any kind shall be granted without the prior approval in writing of the Regional Director.

Use by Lessee

26. That in the event that any portions of the said premises are used for the purposes of the Lessee, the Lessee shall establish a market rental for such use and the Reddendum Clause shall be applied to such rental.

Fire Prevention

27. That the Lessee shall take all necessary precautions against fire occurring in or on the said premises.

Navigation Protection Act

28. That the Lessee shall fulfill in all respects the requirements of "Works" Section of the Navigation Protection Act, Chapter N-22 of the Revised Statutes of Canada 1985.

Members of Parliament

29. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Discrimination

30. That the Lessee and any Sub-lessee shall not discriminate against any person by reason of race, colour or creed, in any manner whatsoever, pertaining to the operation of the said premises.

**Sale or
Transfer**

31. (i) Notwithstanding any other provision of this Agreement, in the event that the Minister disposes of its interest in the leased premises, or any part thereof, by way of sale, transfer or other conveyance, including a transfer of administration and control to His Majesty the King in right of the Province of Ontario, the Minister shall be entitled at their sole option to assign this Agreement, or such portion thereof, to the transferee, or to terminate this Agreement, and the Agreement shall upon notice thereof be terminated forthwith.

(ii) In the event of notice of termination being given by the Minister to the Lessee, the Lessee agrees that it shall forthwith vacate the said premises, and remove any chattels from the said premises in accordance with the provisions of this Agreement. The Lessee further agrees and acknowledges that it shall have no cause of action against the Crown arising out of early termination of the Agreement, and hereby releases the Minister from any liability or otherwise that may be said to flow from the aforesaid early termination of this Agreement.

**Financial
Administration
Act**

32. If the Lessee defaults in the payment of any amount due under this Agreement, the Lessee shall be responsible for and pay interest on such defaulted payment (to the extent permitted by the Financial Administration Act R.S.C. 1985, Chapter F-11 and the Interest and Administration Charges Regulations SOR/96-188 (the Regulations) or any amendments thereto) up to the date payment is received by or on behalf of His Majesty. For greater certainty and until such time as the Regulations are amended, in the case of default in respect of any monetary amount due, interest on the amount in default shall be calculated and compounded monthly at the average bank rate plus three per cent and accrue from the due date of the payment, until paid. Furthermore, in the event that any instrument is tendered in payment or settlement of any amount due to His Majesty hereunder which for any reason is dishonoured, the Lessee shall be responsible and pay an administrative charge of \$15.00 to His Majesty, or any amount prescribed therefor by the Regulations will be applicable and in addition to the outstanding amount due.

Insurance

33. That the Lessee shall, in addition to the payment of yearly rental hereunder, at its own cost, insure concurrently with the execution of this Agreement, and thereafter during the currency of this Agreement, maintain in force, a policy of liability insurance for the ownership, possession and control of the said premises with coverage of at least Five Million Dollars (\$5,000,000.00) per occurrence and including His Majesty named as an additional insured party in that policy. The Lessee, on the anniversary of this Agreement, in each and every year, shall submit to the Regional Director, proof of such insurance.

Gender

34. (i) Wherever the singular or masculine form are used in this Agreement, they shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereto so require.

(ii) The form of this Agreement shall not be construed against the drafter.

IN WITNESS WHEREOF the duly authorized officials or officers of the parties have executed these Presents.

**EXECUTED BY THE LESSEE) THE CORPORATION OF THE TOWN
OF PARRY SOUND**

this day of , 2023)

Witness

Lessee

Lessee c/s

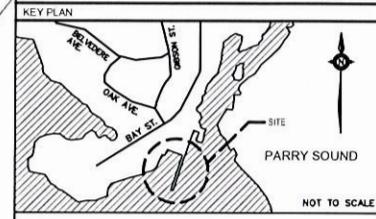
EXECUTED BY THE MINISTER

this day of , 2023)

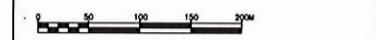
Witness

For the Minister of Fisheries and Oceans



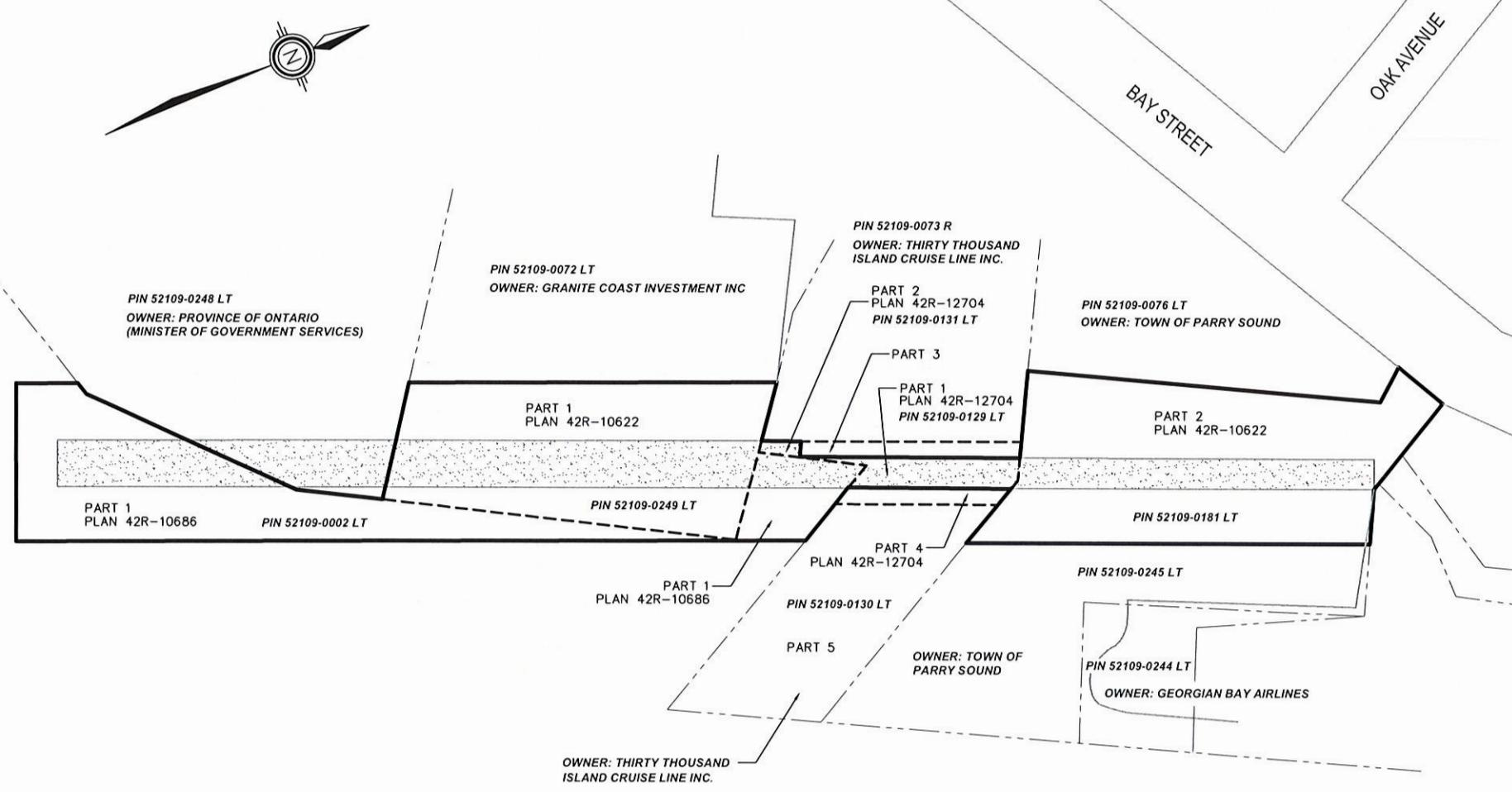


**SKETCH SHOWING:
 BAY STREET WHARF
 SMALL CRAFT HARBOUR
 TOWN OF PARRY SOUND**



DATE: JUNE 15, 2016

- LEGEND**
-  DENOTES LIMIT OF SMALL CRAFT HARBOUR DERIVED FROM PLANS 42R-10622, 42R-10686 AND 42R-12704.
 -  DENOTES CONCRETE DOCK
 -  DENOTES LINE OF WATER



PARRY SOUND HARBOUR

10.1.2



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda July 2, 2024

Subject:

Appoint a Deputy Chief Building Official

TOMRMS File Number:

D00 - Development General

Spokesperson(s) Name, Title, Department

Mark Vandermeer, Chief Building Official, Development and Protective Services

Purpose of Report:

To gain approval to appoint Larry Bandi as the Deputy Chief Building Official.

By-law 2024 - 7434

Being a By-law to appoint Larry Bandi as the Deputy Chief Building Official.

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program? No

Identify the Relationship to Council's Strategic Plan: Organizational Excellence
(Customer Service)

Background:

The Building Code Act (BCA) sub-section.3 (2) states that the council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction.

At the July 18, 2023 and April 2, 2024 meeting of Council, by-laws were passed appointing additional inspectors involved in some of our more specialized projects (By-law #'s 2023-7360 and 2024-7413 respectively). These inspectors are employed by RSM Building Consultants, a company that offers a variety of Building Code Act-related services (enforcement, plans examination and building inspections) for over 20 years. The engagement with this company is meant to be a short-term measure until an internal staff evaluation had been completed and a position approved through the budget process. The new position should provide the Building Department with an overall increase in current service levels, including faster processing times of in-house plans review.

Since the budget approval, staff have prepared a job description which was used in a job advertisement for a Deputy Chief Building Official (DCBO). Due to the ever-increasing legislative demands, collaboration on projects with other departments, and day-to-day duties & tasks, this position (with the level of experience, qualification and responsibility assigned to it) is necessary to carry the current and proposed workload forward in a positive direction.

As per the BCA, all Building Department staff in charge of administration and enforcement of the Act need to be formally appointed through by-law in order to operate within our municipality.

Advantages and/or Disadvantages of Staff Recommendation:

Advantages - The proposed by-law deals with necessary administrative and enforcement matters. Increase in customer service.

No apparent disadvantages.

Alternatives:

Continue to use RSM Building Consultants to cover the additional workload.

Cost/Financial Impact:

None (expenses expected to be covered by permit fee revenue).

Included in Current Budget:

Yes

Attachments:

Attachment #1 - MV DCBO Appointment.

Director Approval Dave Thompson; Date: June 24, 2024

CAO Recommendation for Council Approval:

Yes

The Corporation of the Town of Parry Sound

By-law 2024 - 7434

Being a By-law to Appoint Larry Bandi as Deputy Chief Building Official

Whereas the Building Code Act, 1992, S.O. 1992, c. 23, sub-section 3 (2) requires a municipality to appoint a chief building official and gives the municipality the option to appoint building inspectors; and

Whereas the Council of the Corporation of the Town of Parry Sound deems it appropriate to do so,

Now Therefore The Council of The Corporation of The Town Of Parry Sound Enacts as Follows:

1. That Larry Bandi is hereby appointed as Deputy Chief Building Official;
and
2. This By-law comes into force and effect on the final passing thereof.

Read a First time this 2nd day of July, 2024

Mayor Jamie McGarvey

Clerk Rebecca Johnson

Read a Second and Third time, Passed, Signed and Sealed this 2nd day of July, 2024

Mayor Jamie McGarvey

Clerk Rebecca Johnson



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda March 5, 2024

Subject:

Rezoning Application - Z/23/06 Great North Road - Global Telecom Inc. Lifting of Holding Provision (h)

TOMRMS File Number:

D14

Spokesperson(s) Name, Title, Department

Jeremy Rand, Manager of Planning, Development & Protective Services

Purpose of Report:

To respond to a request to lift a Holding Provision (h) from Part of Lot 30, Concession 1, in the former Township of McDougall, now in the Town of Parry Sound including Part of Road Allowance in front of Lot 30, Concession 1 and Part of Water Lot A or Parcel A, Plan 11 and Part of Great Northern Road, Plan 10 and Part of Parry Sound Lumber Company Property Part 1, Plan 137 being Parts 1 to 58, Plan 42R-22336 and subject to the interest of the municipality of the Town of Parry Sound to permit a Hotel and Restaurant use on the subject lands.

By-law 2024 - 7435

Being a By-law to amend By-law No. 2004-4653 (The Zoning By-law) as amended to remove a Holding Provision ("h" symbol) from Part of Lot 30, Concession 1, in the former Township of McDougall, now in the Town of Parry Sound including Part of Road Allowance in front of Lot 30, Concession 1 and Part of Water Lot A or Parcel A, Plan 11 and Part of Great Northern Road, Plan 10 and Part of Parry Sound Lumber Company

Property Part 1, Plan 137 being Parts 1 to 58, Plan 42R-22336 and subject to the interest of the municipality of the Town of Parry Sound.

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program?

Identify the Relationship to Council's Strategic Plan: Yes - Housing development and economic development

Background:

The lands subject to this application are currently S.P. 26.130(h) in part, S.P. 26.132 (h) in part, and Marine Residential Holding (RM(h)) in part.

Staff would note that as part of the overall development for the subject lands, the applicant has completed a minor variance application to increase the height of the proposed Hotel to 7 stories.

Additionally, the applicant has received conditional approval for a site plan agreement for Phase 1 of the project. This includes the development of a 93-room seven storey Hotel as well as a 136 seat Restaurant.

The applicant has completed traffic, servicing, stormwater studies required to support the application to the satisfaction of staff and our engineering peer reviewer.

Additionally, the applicant has addressed safety concerns relating to the proximity of the propane distribution facility adjacent to the property to the satisfaction of the Town in consultation with TSSA.

Therefore, as the application has completed all of the requirements of the Holding Provision (h), staff are of the opinion that it is appropriate to remove the Holding Provision from the subject lands.

Advantages and/or Disadvantages of Staff Recommendation:

Approval of the application would permit development on the subject lands.

Cost/Financial Impact: N/A

Included in Current Budget: N/A

Attachments:

Attachment : Draft Zoning By-law

Director Approval DT; Date: June 27 2024

CAO Recommendation for Council Approval:

Yes DT

The Corporation of the Town of Parry Sound

By-law 2024 - 7435

Being a By-law to amend By-law No. 2004-4653 (The Zoning By-law) as amended to remove a Holding provision ("h" symbol") Part of Lot 30, Concession 1, in the former Township of McDougall, now in the Town of Parry Sound including Part of Road Allowance in front of Lot 30, Concession 1 and Part of Water Lot A or Parcel A, Plan 11 and Part of Great Northern Road, Plan 10 and Part of Parry Sound Lumber Company Property Part 1, Plan 137 being Parts 1 to 58, Plan 42R-22336 and subject to the interest of the municipality of the Town of Parry Sound.

Whereas the authority to pass this by-law is provided by Section 36 of the Planning Act, R.S.O. 1990, c P.13 and amendments hereto; and

Whereas By-law 2004-4653 was enacted by The Corporation of the Town of Parry Sound to regulate land use within the Municipality; and

Whereas the Council of the Corporation of the Town of Parry Sound deems it advisable to lift the Holding Provision;

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. Schedule "A" of By-law No. 2004-4653, as amended, is hereby further amended for a property described Part of Lot 30, Concession 1, in the former Township of McDougall, now in the Town of Parry Sound including Part of Road Allowance in front of Lot 30, Concession 1 and Part of Water Lot A or Parcel A, Plan 11 and Part of Great Northern Road, Plan 10 and Part of Parry Sound Lumber Company Property Part 1, Plan 137 being Parts 1 to 58, Plan 42R-22336 and subject to the interest of the municipality of the Town of Parry Sound, and as shown in red on Schedule "I" to this By-law, by changing the zoning from S.P. 26.130(h) in part, S.P. 26.132 (h) in part, and Marine Residential Holding (RM(h)) in part to S.P. 130 in part, S.P. 132 in part and Marine Residential (RM) in part.

The Corporation of the Town of Parry Sound

By-law 2024 - 7435

2. This By-law shall come into force and take effect upon the final passing thereof pursuant to the Planning Act, R.S.O. 1990, c. P.13, as amended.

Read a First time this 2nd day of July, 2024.

Mayor Jamie McGarvey

Clerk Rebecca Johnson

Read a Second and Third time, **Passed, Signed** and **Sealed** this 2nd day of July 2024

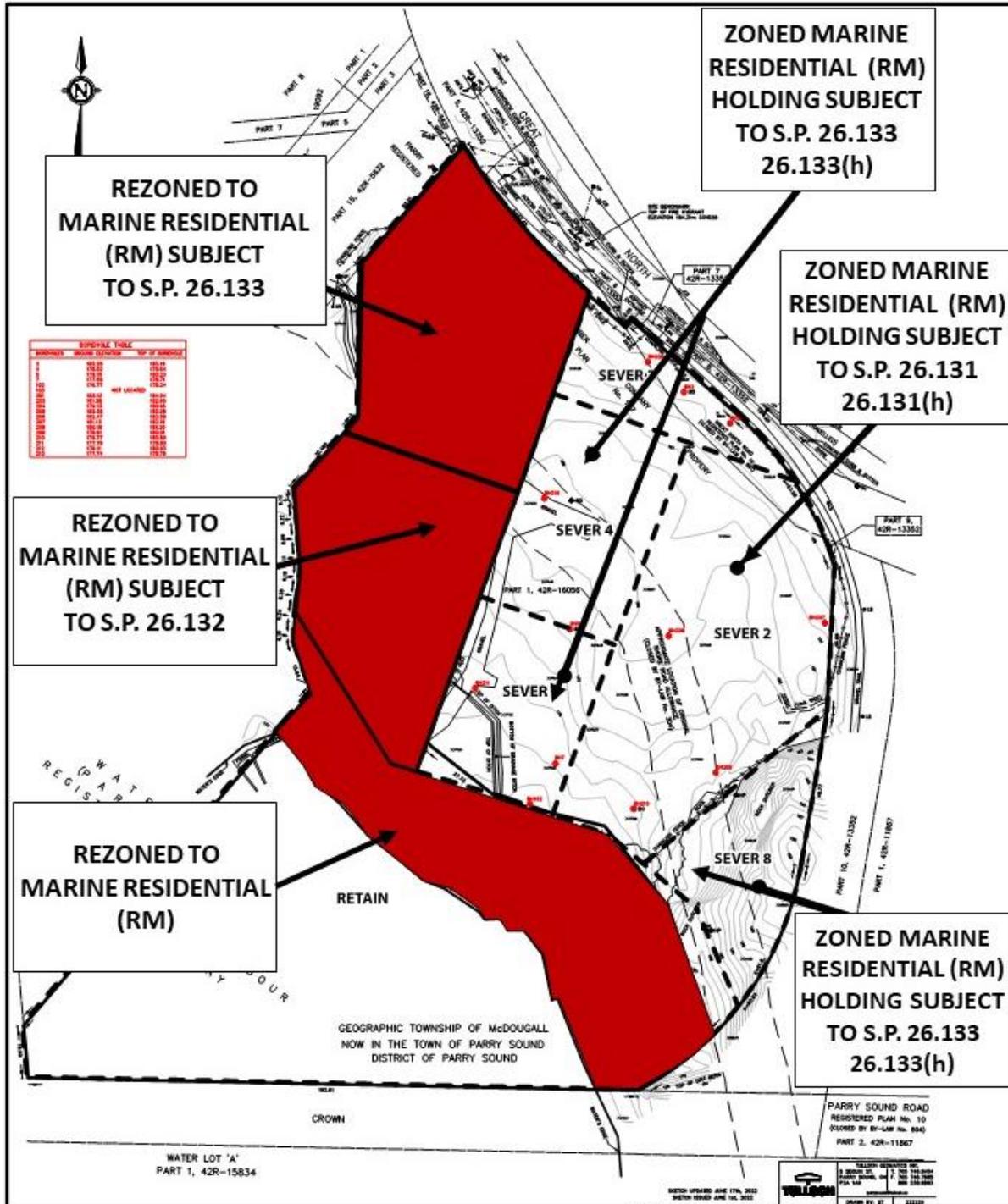
Mayor Jamie McGarvey

Clerk Rebecca Johnson

The Corporation of the Town of Parry Sound

By-law 2024 - 7435

Schedule "I"



The Corporation of the Town of Parry Sound

By-law 2024 - 7438

Being a By-law to authorize the execution of a Memorandum of Understanding with Explorers' Edge regarding cruise ship tourism

Whereas section 8, 9 and 10 of The Municipal Act, S.O. 2001, c.25, as amended, authorizes the Corporation of the Town of Parry Sound to enter into agreements; and

Whereas the Corporation of the Town of Parry Sound wishes to authorize the execution of Memorandum of Understanding with Explorers' Edge regarding cruise ship tourism,

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. That the Mayor and Clerk are hereby authorized to sign a Memorandum of Understanding with Explorers' Edge regarding cruise ship tourism attached as Schedule A.
2. That this By-law shall come into force and take effect upon the final passing thereof.

Read a First time this 2nd day of July, 2024

_____	_____
Mayor Jamie McGarvey	Clerk Rebecca Johnson

Read a Second and Third time, **Passed, Signed and Sealed**
this 2nd day of July, 2024

_____	_____
Mayor Jamie McGarvey	Clerk Rebecca Johnson



3 Taylor Road, Bracebridge, ON P1L 1S6
1-800-835-7303
Algonquin Park, Almaguin Highlands, Loring-Restoule, Muskoka,
Parry Sound & South Algonquin
www.explorersedge.ca



PARTNERSHIP MEMORANDUM OF UNDERSTANDING

Town of Parry Sound

1. Rationale/Scope

To align efforts advocating for cruise ships on the Great Lakes to the port of Parry Sound enhancing the area's visibility on a global scale via membership to the Great Lakes Cruise Association. Increased tourism and positive media coverage resulting from cruise ships activities can help promote the Great Lakes, Parry Sound as a must -visit destination. The scope of the partnership will include dispersion of travelers to Parry Sound tourism businesses. The service will provide a seamless and convenient transportation service that will not only benefit the tourist but also drive increased spending to local businesses, contributing to overall economic growth in the region.

2. Goals and Objectives:

The goal of the partnership is to enhance the tourist experience, boost the local economy and strengthen community identity via dispersion of travelers to experiences in the region. The objectives include increased accessibility, drive revenue growth, and enhance tourist satisfaction.

3. Term of the Agreement

The term of the Agreement shall commence on the Effective Date and shall expire **October 31, 2024** unless terminated earlier as described in Section 6. All correspondence, documentation, and other materials relevant to the development of this partnership are considered integral to this agreement.

4. Payment

The town of Parry Sound will contribute an estimated **\$6,000.00** to the partnership outlined in this document.

*** Of note - contribution and payment is subject to end of year Hammond Transportation invoice reconciliation

*** Of note – future partnerships will be subject to Explorers' Edge contribution percentage changes

5. Estimated Use of Funds

Town of Parry Sound Partnership	
Great Lakes Cruise Membership	\$5,000.00
Hammond Transportation Bus Services	\$7,000.00
Total	\$12,000.00

6. Termination

Either partner may terminate the Agreement at any time upon giving at least 30 days' Notice to the other partner.

7. Roles and Responsibilities:

The partnership will be managed by a partnership Navi Bhagla, Administrative Assistant - Economic Developer and James Murphy, CEO Explorers' Edge.

8. Communication, Information Sharing and Consultation Processes

Information will be shared with Explorers' Edge via circulation of Cruise Ship reports / outcomes, visitor feedback surveys and shuttle driver feedback through. Confidentiality of information will be respected.

9. Recognition

To acknowledge the contribution of the Regional Tourism Organization and the Ministry of Tourism, Culture and Gaming the appropriate credits and logos must be featured on all materials relating to the project.

10. Entire Agreement.

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements. The Parties have executed the Agreement on the dates set out below.

TOWN OF PARRY SOUND

Date

EXPLORERS' EDGE

James Murphy, CEO

Date



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Council Agenda July 2, 2024

Subject:

Municipal Funding Agreement - Transfer of Canada Community-Building Funds

TOMRMS File Number:

F11 - AMO

Spokesperson(s) Name, Title, Department

Stephanie Phillips, CP - Director of Finance/Treasurer, Finance Department

Purpose of Report:

Authorize the execution of a funding agreement with AMO.

By-law 2024 - 7436

Being a By-Law to authorize the execution of a Municipal Funding Agreement with the Association of Municipalities of Ontario ("AMO") for the transfer of Canada Community-Building Funds.

Relationship to Strategic Plan:

Core Service? Yes

New Service, Project or Program? Not at this time

Identify the Relationship to Council's Strategic Plan: Organizational Excellence - leveraging available funding programs

Background:

AMO's Federal Gas Tax Municipal Funding Agreement expired on March 31, 2024. During the term of that agreement the funding name had changed to the Canada Community-Building Fund (CCBF). A new Municipal Funding Agreement is required for the CCBF

The Government of Canada, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (which the Town is a member) and the City of Toronto have renewed a 10-year Administrative Agreement for the Canada Community-Building Fund (CCBF) Fund which took effect on April 1, 2024.

Under the new municipal funding agreement there is a requirement to complete a Housing Needs Assessment by March 2025 for single-tier and lower-tier municipalities with a 2021 Census population of 30,000 or more. The Town of Parry Sound's population does not meet the threshold for that requirement.

The Town of Parry Sound's estimated allocations for the next 5 years under the CCBF are provided below:

Municipality	2024	2025	2026	2027	2028
Parry Sound	\$432,553	\$450,576	\$450,576	\$468,599	\$468,599

This funding may be allocated to investments in infrastructure for the construction, renewal, or material enhancement within the eligible project categories. For more information, please see Schedule A of Attachment 2, The Municipal Funding Agreement on the Canada Community-Building Fund.

Advantages and/or Disadvantages of Staff Recommendation:

Advantages - A stable source of infrastructure funding for the next 10 years.

Alternatives:

Not Applicable

Cost/Financial Impact:

A positive revenue stream will assist with offsetting some future capital costs

Included in Current Budget:

Yes, Canada Community Building Funds have been included in the budget.

Attachments:

Attachment 1 - Draft By-law

Attachment 2 - The Municipal Funding Agreement on the Canada Community-Building Fund

Director Approval SP; Date: 06/25/2024

CAO Recommendation for Council Approval:

Yes

THE CORPORATION OF THE TOWN OF PARRY SOUND

BY-LAW 2024 - 7436

Being a By-law to authorize the execution of a Municipal Funding Agreement with the Association of Municipalities of Ontario (“AMO”) for the Transfer of Canada Community-Building Funds

Whereas Sections 8,9 and 10 of The Municipal Act, S.O. 2001, c.25 as amended, authorizes the Corporation of the Town of Parry Sound to enter into agreements; and

Whereas the Corporation of the Town of Parry Sound wishes to authorize the execution of a Municipal Funding Agreement with the Association of Municipalities of Ontario for the purpose of transferring of Canada Community-Building Funds;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PARRY SOUND ENACTS AS FOLLOWS:

1. That the Mayor and Clerk are hereby authorized and directed to execute on behalf of the Corporation the agreement, attached as Schedule “1”, with AMO.
2. This By-law shall come into force and take effect upon the final passing thereof.

READ a FIRST time this 2nd day of July, 2024

Mayor Jamie McGarvey

Clerk Rebecca Johnson

READ a SECOND and THIRD time, **PASSED**, **SIGNED** and **SEALED**

this 2nd day of July, 2024.

Mayor Jamie McGarvey

Clerk Rebecca Johnson

**MUNICIPAL FUNDING AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE TOWN OF PARRY SOUND

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the
“**Recipient**”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnitee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Town of Parry Sound
52 Seguin Street
Parry Sound, ON P2A 1B4

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE TOWN OF PARRY SOUND

By:

Name: Jamie McGarvey
Title: Mayor

Date June 18, 2024

Name: Rebecca Johnson
Title: Clerk

Date June 18, 2024

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By:

Name:
Title: Executive Director

Date

Witness:
Title:

Date

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient’s overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient’s staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
 - Interest earnings and investment gains – in accordance with Section 5.7;
 - Proceeds from the disposal of assets – in accordance with Section 12.1;
 - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
 - Incoming transfers – in accordance with Section 5.3; and
 - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
 - Expected outputs and outcomes for each ongoing Eligible Project;
 - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
 - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
 - Progress made in the development and implementation of asset management plans and systems; and
 - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

The Corporation of The Town of Parry Sound

By-law 2024 – 7437

Being a By-law to confirm the proceedings of Council.

Whereas Council of the Corporation of the Town of Parry Sound wishes to confirm the proceedings of its Regular Meeting of July 2nd, 2024

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. The actions of the Council at its Regular Meeting of July 2nd, 2024, in respect to each resolution and each action passed and taken by Council at the meetings, except where the prior approval of the Local Planning Appeal Tribunal is required, is hereby adopted, ratified and confirmed.
2. The Mayor, or in his/her absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required; and, except where otherwise provided, the Mayor, or in his/her absence the presiding officer, and the Clerk, or in her/his absence the Deputy Clerk, are hereby directed to execute all documents and to affix the corporate seal of the municipality to all such documents.

Read a First time this 2nd day of July 2024.

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk

Read a Second and Third time, Passed, Signed and Sealed this 2nd day of July, 2024.

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk