

# The Corporation of the Township of South Algonquin

## Regular Council Meeting February 5, 2025

**Ethel LaValley**

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**Laurie Siydock**

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# CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

## AGENDA

### REGULAR COUNCIL MEETING

Wednesday, February 5, 2025 9:00 a.m.

Council Chambers  
Municipal Office  
7 Third Avenue  
Whitney, Ontario

**And ZOOM and You Tube Channel: South Algonquin Council**

1. Open Meeting/Call to order – 9:00 a.m.
2. Roll Call
3. Land Acknowledgement

We acknowledge that we are gathered on the unceded Traditional Territory of the Algonquin Anishinaabeg people, specifically the Matouweskarini (people of the Madawaska River). We further acknowledge that the Algonquin People have been stewards of this land since time immemorial and we strive to treat the land along with the flora and fauna it supports, the people, their customs and traditions, with honour and respect. Today, this area is home to people of all walks of life, and we acknowledge the shared opportunities and responsibilities to live, work and survive within this beautiful territory.

Chi-miigwetch, All my relations

4. Additions / Amendments to the Agenda
5. Adoption of the Agenda

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_ **Res. # 25-**

THAT: Council for the Corporation of the Township of South Algonquin adopts the Agenda as circulated for the Regular Council Meeting of February 5, 2025.

6. Disclosure of Pecuniary Interest or a General Nature Thereof
7. Petitions, Delegations and/or Presentations: Bil Smith, Executive Director, Community Resource Centre Killaloe – Senior Active Living Centre Update
8. Public Meeting for Zoning By-Law Amendment ZBA.2024-03 – Hanley/Pabst, 296 Burnt Depot Road
9. Minutes of Previous Meetings (s)
  - Adopt the Minutes of the Regular Council Meeting of January 15, 2025

**Moved by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_ **Res. # 25-**

THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Regular Council Meeting of January 15, 2025 as circulated.

10. Committee, Staff and/or Councillor Reports
11. Business Arising from the Minutes
12. Unfinished Business
13. Correspondence – Action Items
14. Correspondence – Information Items
15. New Business
16. Motions of Council
17. By-Laws
18. Resolution to Move into a “Closed Session”: None
19. Adjournment

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT: Council for the Corporation of the Township of South Algonquin adjourns the Regular Council Meeting of February 5, 2025 at \_\_\_\_\_.

# DELEGATION REQUEST FORM

Schedule "A" Procedural By-law 20-622

TO BE A DELEGATION AT A REGULAR COUNCIL OR COMMITTEE MEETING you must complete this form, in its entirety and submit it to the office no later than 1:00 p.m. seven days prior to the meeting at which you wish to be heard. Council agendas are finalized the Thursday prior to the meetings. The CAO/Clerk-Treasurer reserves the right to designate the request to the appropriate meeting upon review of the completed form.

## APPLICANT INFORMATION:

FIRST NAME: Bil LAST NAME: Smith

TITLE/ORGANIZATION (if applicable): CRC

SPOKESPERSON(S): \_\_\_\_\_

NUMBER OF PEOPLE EXPECTED TO BE IN ATTENDANCE: 1

MAILING ADDRESS:

PO Box 59, Killaloe K0J2A0

TELEPHONE NO.: 613-757-3108 E-MAIL: director@crc-renfrewcounty.com

Has this subject matter been brought to council previously: yes  no

Please describe the topic or subject matter you wish to address:

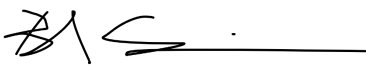
Senior Active Living Centre update

If you are seeking a specific action or decision please explain:

Is this a time sensitive issue: yes  no

Do you have supporting documentation: yes  no

If yes: Please ensure documentation is attached or has been forwarded to [clerk@southalgonquin.ca](mailto:clerk@southalgonquin.ca) with the application. Please provide a copy of materials used in your presentation, if any, to the Clerk. Materials provided prior to the meeting will be circulated to Council/Committee for their review before the meeting. Please be advised all materials including your name form part of the Public Record.

Signature: 

Date: 29 January 2025

# PLANNING REPORT



**Meeting Date:** February 5, 2025  
**Agency:** Township of South Algonquin  
**Staff Contact:** Tracy Cannon, Deputy CAO/Deputy Clerk-Planner  
**Agenda Title:** ZBA. 2024-03 – Hanley/Pabst, 296 Burnt Depot Road  
**Agenda Action:** Approve Zoning By-law Amendment

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## **Recommendation**

That Council for the Township of South Algonquin approve Zoning By-law Amendment Application No. ZBA.2024-03 to rezone the property municipally known as 296 Burnt Depot Road from Shoreline Residential to Shoreline Residential Exception Seven (SR-7) as follows:

<b>Zone</b>	<b>Property</b>	<b>Purpose</b>
Shoreline Residential Exception Seven (SR-7)	296 Burnt Depot Road	<ul style="list-style-type: none"><li>• Increase the maximum number of permitted guest cabins from one (1) to four (4)</li><li>• Increase the maximum number of permitted accessory structures from three (3) to six (6).</li></ul>

## **Background**

The Township has received a Zoning By-law Amendment (ZBA) application from Rob Hanley and Colleen Pabst, owners of the lands described as Lot 5, Concession 5, PIN 49225-0223, municipally known as 296 Burnt Depot Road in the geographic ward of Dickens. The subject property is currently zoned Shoreline Residential (SR) under Township of South Algonquin Zoning By-law No. 2017-527. The subject property fronts on Aylen Lake and is currently occupied by a main cottage, two guest cabins, three outdoor amenity buildings (one outhouse, one outdoor shower, one portable bathroom), and two sheds. It is also recognized that two additional guest cabins and a shipping container ('seacan') were constructed over the northern property line on the abutting crown lands, which the owners intend to relocate back onto their respective property. Provided that a seacan is not a permitted use within the SR zone, the owner has agreed to convert the seacan into an accessory structure that is to be used for storage purposes only, in accordance with section 4.31 of the Zoning By-law. The survey identifying the existing buildings at 296 Burnt Depot Road and the adjacent structures which are to be relocated (Plan 36R-15035) is attached as Appendix A.

The purpose of the current ZBA application is to request a site-specific increase in the maximum number of permitted guest cabins and accessory structures on the subject property. Following the relocation of the two guest cabins and seacan, the subject lands will be occupied by four guest cabins, three outdoor amenity buildings, two sheds, and a seacan, which will be used for storage purposes only as earlier noted. As a result, the application requests to increase the

maximum number of permitted guest cabins from one to four, and to increase the maximum number of permitted accessory structures from three to six.

In terms of surrounding land uses, the property is located in a secluded rural area and is surrounded by crown land on all sides. Scattered cottage properties are located within the vicinity of the lands towards the west, with continued tracts of crown land towards the northeast.

### **Provincial Planning Statement, 2024**

The Provincial Planning Statement, 2024 (PPS) provides policy direction on matters of provincial interest related to land use planning to provide for appropriate development, while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. All planning decisions must be consistent with the PPS.

The subject property is considered *rural lands* by the PPS. Section 2.6 of the PPS sets out the policies for rural lands in municipalities. Policy 2.6.1 states that on rural lands located in municipalities, permitted uses are: c) residential development, including lot creation, that is locally appropriate. Policy 2.6.2 states that development that can be sustained by rural service levels should be promoted. Policy 2.6. states that development shall be appropriate to the infrastructure, which is planned or available, and avoid the need for uneconomical expansion of this infrastructure.

### **South Algonquin Official Plan**

The Township of South Algonquin Official Plan designates the subject property as Waterfront. Section 5 of the Official Plan contains the policies applicable to lands designated “Waterfront Areas”. The Official Plan recognizes that the “Township’s Waterfront lands have played, and will continue to play, an important role in the municipality’s physical development.” Section 5.2 permits the use of single-detached dwellings located on individual lots along the shoreline.

Section 5.7 sets out the policies specific to residential development on lands designated Waterfront. The Official Plan generally permits one guest cabin per lot in the Waterfront designation and stipulates that they are not to be used for occupation or gain such as for rental accommodation or as an additional residential unit. Guest cabins are also required to remain incidental in size to the main cottage, as well as be dry/unplumbed.

### **South Algonquin Zoning By-law 2017-527**

The subject property is zoned Shoreline Residential (SR) under South Algonquin Zoning By-law No. 2017-527. The SR zone permits the seasonal residential use of the property.

Section 4.1.3 sets out the specific provisions for accessory structures. The Zoning By-law requires that the total lot coverage of all accessory buildings shall not exceed 5% and the number of buildings shall not exceed three. Further, the maximum accessory building height is 4.5 metres.

Section 4.1.9 sets out the provisions for guest cabins. The Zoning By-law permits a guest cabin on lands within the SR zone provided that it is accessory to a main dwelling, meets all required yards, does not exceed 45 square metres in area, and does not exceed 4.5 metres in height.

Section 5.2 sets out the zoning requirements for the SR zone. The SR zone requires a maximum lot coverage of 10%, a minimum interior side yard setback of 5 metres, a rear yard

setback of 10 metres, a front yard setback of 20 metres, and a minimum water setback of 20 metres.

Furthermore, it is recognized that the Township recently made an amendment to the Zoning By-law to establish provisions for short-term rental accommodations. As set out in Section 4.33, a short-term rental accommodation “shall only be permitted on lands which are in compliance with the lot area and frontage requirements of the respective zone.” The minimum lot area and lot frontage required in the SR zone is 1 hectare and 60 metres, respectively.

### **Planning Analysis**

The proposed ZBA would permit an increased number of accessory structures and guest cabins on the subject lands. As noted earlier in this report, the property is located in a secluded rural area and is surrounded by crown land on all sides. As such, the additional accessory structures and guest cabins are not anticipated to negatively impact any surrounding properties.

In terms of compliance with the Official Plan, it is recognized that a short-term rental accommodation would not be permitted on the subject lands as the property is less than 1 hectare (i.e. 0.72 ha) in area and would therefore not meet the requirements of Section 4.33 of the Zoning By-law. Furthermore, the guest cabins would also remain dry/unplumbed and not contain plumbing and sanitary services. Additionally, it is recognized that the majority of the accessory structures and guest cabins would meet the required water setback of 30 metres to Aylen Lake. It is therefore concluded that the application is consistent with the Official Plan.

In terms of conformity with the Zoning By-law, all accessory structures and guest cabins would be located a minimum of 24 metres from the high-water mark of Aylen Lake, which complies with the zoning by-law requirement of 20 metres. Save and except for the number of permitted buildings, the accessory structures and guest cabins would otherwise comply with all the provisions of the SR zone and the provisions set forth in Sections 4.1.3 and 4.1.9, including the maximum lot coverage of 5%, maximum height of 4.5 metres, and all minimum side and rear yard requirements.

The subject application intends to improve the existing conditions of the property by legally recognizing the number of buildings and structures and by correcting the existing encroachment issue of the three accessory structures which were constructed over the north property line on crown lands. The residential use of the lands is contemplated within this rural setting in the municipality, and it can therefore be concluded that the rezoning is consistent with the PPS.

### **Conclusion and Recommendation**

It is concluded that the proposed Zoning By-law Amendment is consistent with the PPS and conforms to the Township of South Algonquin Official Plan. It is further concluded that the application is appropriate for the subject lands, that it represents good land use planning and should be approved.

Respectfully,

**Jp2g Consultants Inc.**  
**Engineers • Planners • Project Managers**

**Prepared By:**

*Janine Cik*

Janine Cik, B.A. (Hons)  
Junior Planner

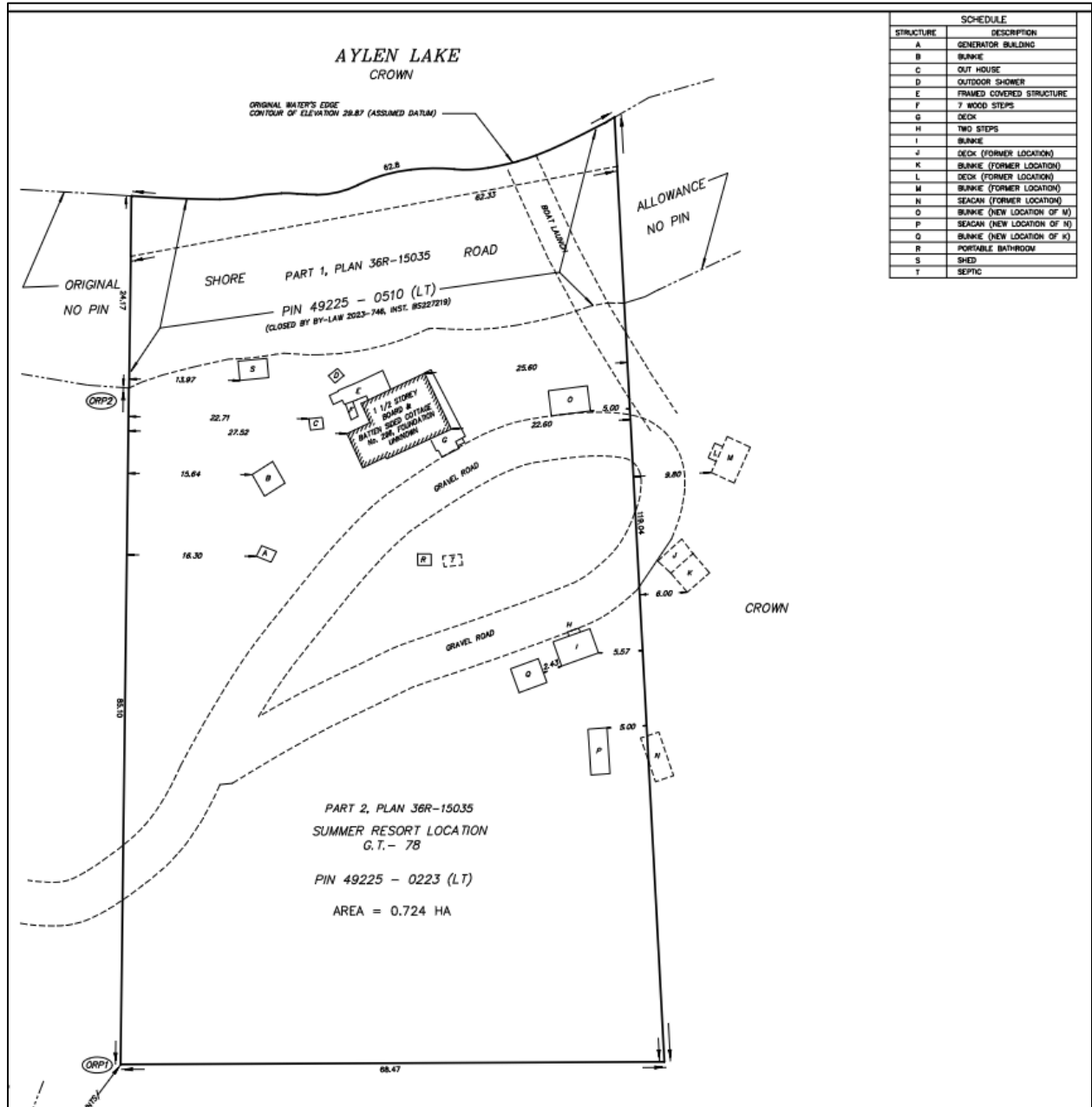
**Reviewed By:**

*A Hommik*

Anthony Hommik, MCIP, RPP  
Manager – Planning Services | Senior Planner



# Appendix A: Applicant's Submitted Site Plan



**January 15, 2025**

**COUNCIL MEETING – MINUTES**

On Wednesday, January 15, 2025, the Council for the Corporation of the Township of South Algonquin held a Regular Hybrid Council Meeting via Zoom and in Chambers, which was streamed to YouTube.

In Chambers:

Mayor Ethel LaValley  
Councillor Joe Florent  
Councillor Joan Kuiack  
Councillor Shawn Pigeon  
Councillor Laurie Siydock  
Councillor Bill Rodnick

Regrets: Councillor Sandra Collins

Staff: Bryan Martin, CAO/Clerk-Treasurer  
Tracy Cannon, Deputy CAO/Deputy Clerk-Planner

Guest: Tony Fleming, Integrity Commissioner Cunningham Swan Lawyers

**1. OPEN MEETING/CALL MEETING TO ORDER:**

Mayor LaValley called the meeting to order at 9:03 a.m.

**2. ROLL CALL**

**3. LAND ACKNOWLEDGEMENT**

**4. ADDITIONS/AMENDMENTS TO THE AGENDA: None**

**5. ADOPTION OF THE AGENDA**

**Moved by: Councillor Kuiack                      Seconded by: Councillor Pigeon                      Res. # 25-455**

THAT: Council for the Corporation of the Township of South Algonquin adopts the Agenda as circulated for the Regular Council Meeting of January 15, 2025.

**-Carried-**

**6. DISCLOSURE OF PECUNIARY INTEREST OR A GENERAL NATURE THEREOF:**

Councillor Florent – Integrity Commissioner Report Item #7 following the presentation of the Integrity Commissioner.

Mayor LaValley wished everyone a Happy New Year and expressed the deepest condolences to the family of Dave Harper. Dave was a Councillor for 16 years and passed away on December 27<sup>th</sup>. A donation has been sent in memory of Dave to St. Francis Valley Healthcare Foundation.

**7. PETITION, DELEGATION AND/OR PRESENTATIONS:**

Tony Fleming, Integrity Commissioner Cunningham Swan Lawyers presented the Conflict of Interest Complaint Report.

Councillor Florent left the Council Chambers at 9:15 a.m. following the presentation of the report and prior to discussion pertaining to the recommendation within the report.

Consensus was that Councillor Florent be subject to a penalty.

**Moved by: Councillor Kuiack                      Seconded by: Councillor Siydock                      Res. # 25-456**

THAT: Council for the Corporation of the Township of South Algonquin accepts the Conflict of Interest Report provided by Integrity Commissioner, Tony Fleming of Cunningham Swan Lawyers.

**-Carried-**

**Moved by: Councillor Kuiack                      Seconded by: Councillor Siydock                      Res. # 25-457**

THAT: Council for the Corporation of the Township of South Algonquin accepts the recommendation within the Conflict of Interest Report provided by, Tony Fleming, Integrity Commissioner of Cunningham Swan Lawyers;

AND that Councillor Florent be subject to a penalty of obtaining education on meeting conduct.

**-Carried-**

Tony Fleming left the meeting.

Councillor Florent returned to the Council Chambers at 9:27 a.m.

**MINUTES OF PREVIOUS MEETING**

**Moved by: Councillor Florent      Seconded by: Councillor Siydock      Res # 25-458**  
THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Regular Council Meeting of December 4, 2024 as circulated.

**-Carried-**

**Moved by: Councillor Siydock      Seconded by: Councillor Rodnick      Res # 25-459**  
THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Emergency Services Committee Meeting of December 12, 2024 as circulated and amended.

**-Carried-**

**Moved by: Councillor Florent      Seconded by: Councillor Kuiack      Res # 25-460**  
THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Human Resources, Administration & Public Relations Committee Meeting of December 18, 2024 as circulated and amended.

**-Carried-**

**Moved by: Councillor Kuiack      Seconded by: Councillor Rodnick      Res # 25-461**  
THAT: Council for the Corporation of the Township of South Algonquin adopts the minutes of the Waste Management Committee Meeting of December 18, 2024 as circulated.

**-Carried-**

**9. COMMITTEE REPORTS, STAFF AND/OR COUNCILLOR REPORTS:**

**M&L Parks & Recreation Committee**

M&L Parks and Recreation, RE: Minutes of November 13, 2024 were provided in the council package.

Councillor Florent verbally reported;

- Recently, three recreation volunteers resigned. Councillor Florent expressed gratitude for their years of service. Staff will get a notice out that M & L Parks and Recreation Committee is looking for volunteers.
- Rink being well used. 25-30 people nightly.

**Whitney Recreation Committee**

Whitney Recreation, Minutes of December 3, 2024 were provided in the council package.

Councillor Kuiack verbally reported:

- Recently had first meeting of the new year. Events are planned, starting with the Festival of Outdoor Rinks in February.

**10. BUSINESS ARISING FROM THE MINUTES:**

- Amendment to Emergency Plan to include availability of spill kits.
- Staff report to upcoming committee meeting regarding a Deputy Mayor
- Staff to inquire about bins for clothing at landfill sites.

**11. UNFINISHED BUSINESS: None**

**12. CORRESPONDENCE-Action Items**

- Resolution of Support; RE: Request to Amend the Blue Box Regulation, Town of Deep River.
- Resolution of Support; RE: MPP Michael Mantha Call for Resignation, Northern Ontario Women's Caucus (NOW Caucus).
- Resolution of Support; RE: Solve the Crisis Campaign, City of Markham.
- Resolution of Support; RE: Improve the Current State of "Catch and Release". Town of Cobalt.

**13. CORRESPONDENCE-Information Items Received and Filed;**

- Conflict of Interest Report; Tony Fleming, Integrity Commissioner; Cunningham Swan Lawyers.
- Ministry of Municipal Affairs and Housing; RE: Proposed Municipal Accountability Act, 2024.

- Municipal Dog Pound Board 2022 Financial Statement.
- South Algonquin Business Alliance RE; Recent Council Meetings, November 21, 2024.
- South Algonquin Business Alliance RE; Engagement Processes, January 6, 2025.
- South Algonquin Business Alliance RE; Follow up from December 4, 2024 meeting, January 6, 2025.
- District of Nipissing Social Services Administration Board RE; Cold Weather District-Wide Homelessness Response.
- Ministry of Solicitor General RE; Amendments to O. Reg 135/24 O.P.P Detachment Board.
- Ministry of Municipal Affairs and Housing; RE: Revisions to More Homes Built Faster Act, 2022.
- Ministry of Infrastructure RE; Supporting Ontario’s 2025 Connectivity Objectives: Municipal Guidance and Expectations.
- DNSSAB- Housing Targets Key Takeaways for Township of South Algonquin.

**14. NEW BUSINESS: None**

**15. MOTIONS OF COUNCIL:**

**Moved by: Councillor Kuiack      Seconded by: Councillor Pigeon      Res. # 25-462**  
 THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the Town of Deep River regarding the request to amend the Blue Box Regulation.

**-Carried-**

**Moved by: Councillor Florent      Seconded by: Councillor Kuiack      Res. # 25-463**  
 THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the Northern Ontario Women’s Caucus regarding the resignation of MPP Michael Mantha.

**-Carried-**

**Moved by: Councillor Siydock      Seconded by: Councillor Pigeon      Res # 25-464**  
 THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the City of Markham regarding Solve the Crisis Campaign.

**-Carried-**

**Moved by: Councillor Florent      Seconded by: Councillor Rodnick      Res # 25-465**  
 THAT: Council for the Corporation of the Township of South Algonquin supports the resolution from the Town of Cobalt regarding the request to improve the current state of “Catch and Release”.

**-Carried-**

**16. BY-LAWS:**

**Moved by: Councillor Florent      Seconded by: Councillor Siydock      Res. # 25-466**  
 THAT:

- 1) By-Law 2025-816 to adopt Interim Tax Billing
- 2) By-Law 2025-817 to constitute and appoint a Committee of Adjustment
- 3) By-Law 2025-818 to Confirm the Proceedings of Council

**BE READ A FIRST TIME AND BE DEEMED READ A SECOND TIME**

**-Carried-**

**Moved by: Councillor Kuiack      Seconded by: Councillor Rodnick      Res. # 25-467**  
 THAT:

- 1) By-Law 2025-816 to adopt Interim Tax Billing
- 2) By-Law 2025-817 to constitute and appoint a Committee of Adjustment
- 3) By-Law 2025-818 to Confirm the Proceedings of Council

**BE READ A THIRD TIME AND PASSED**

**-Carried-**

**17. CLOSED SESSION: None**

**18. ADJOURNMENT:**

**Moved by: Councillor Rodnick      Seconded by: Councillor Siydock      Res. # 25-468**  
 THAT: Council for the Corporation of the Township of South Algonquin adjourns the Regular Council Meeting of January 15, 2025 at 10:16 a.m.

**-Carried-**

The next regular council meeting is scheduled for Wednesday, February 5, 2025 at 9:00 a.m.

DRAFT

## **COUNCIL MEETING**

**February 5, 2025**

### **COMMITTEE/STAFF REPORTS:**

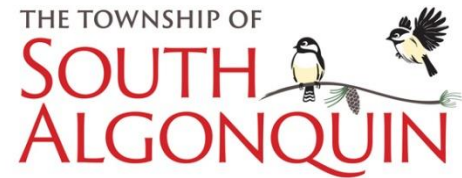
- 1) 2024 Year End Reserve Transfers, Jennifer Baragar, Deputy Treasurer
- 2) M&L Parks and Recreation, RE: Minutes of December 10, 2024,  
Agenda of January 14, 2025,
- 3) Whitney Recreation, Minutes of January 8, 2025

# STAFF REPORT

Meeting Date: February 5, 2025

Agency: Township of South Algonquin

Staff Contact: Jennifer Baragar Deputy Treasurer



**Agenda Title: 2024 Year End Reserve Transfers**

**Agenda Action: Resolution**

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## **Recommendation**

That Township of South Algonquin Council approves, effective December 31, 2024, the following reserve transfers:

1. \$5,468.72 to Recreation Committee Reserve (WRec)
2. \$9,511.61 to Recreation Committee Reserve (M&L Rec)
3. Transfer remaining surplus/deficit to General Reserve. Upon determination, transferred surplus will be reassigned to the appropriate reserve accounts

## **Background**

Annually, the Auditor and staff examine the difference between budget versus actuals to determine surplus/ (deficit) position. This determination provides guidance on reserve transfer requirements for projects and obligatory grant funding. Our 2024 final audit will commence in late February and will be completed by Mackillican & Associates Audit Firm.

## **Analysis**

Township of South Algonquin			
2024 Budget Transfer to Reserves			
Transfer to Reserve	Transfer Amount	Description	
13-1010	\$ 5,468.72	Whitney Rec Committee Fundraising Revenue	
13-1010	\$ 9,511.61	M&L Rec Committee Fundraising Revenue	
<b>Total</b>	<b>\$ 14,980.33</b>		

## **Alternatives**

N/A

## **Fiscal Impact**

Based on the preliminary examination of the 2024 year-end, the funding listed above is required to have Council approval to make the appropriate transfer to/from reserves to finalize the 2024 year.

## **Attachments**

N/A

**Murchison & Lyell Parks and Recreation Committee of South Algonquin**

**Minutes for the meeting of Tuesday December 10, 2024 at 7p.m.**

Members present: Terry Levean, Sharon Florent, Brendia Drew, Fiona Girouard, Nicole Dupuis, Rosemary Shalla, Susan Dupuis and Nadia Pruett.

Regrets: None.

Council Representative: Councillor Joe Florent.

1. Chair called the meeting to order at 7 p.m.

**2. Reading and Approval of the Agenda plus any additions.**

**Motion # 34 -2024**

Moved by: Nicole Dupuis. Seconded by: Brendia Drew.

“To accept the agenda and any amendments or additions.”

**Carried**

**3. Approval and Adoption of December 10, 2024 minutes and any amendments.**

**Motion # 35 - 2024**

Moved by: Fiona Girouard. Seconded by: Nicole Dupuis.

**Carried**

**4. Business arising from minutes: None.**

**5. Reports:** a) Councillor Florent informed us that Taya McKay was hired by the Township recently to take over the position of PT Administrative Assistant/Accounting Clerk in the office. He also informed us that because of the way the Christmas holidays fall this year the next Council meeting will not be until January 15<sup>th</sup>. b) Event Reports – i) Nadia Pruett reported that her pizza cooking class was full, with 8 attending, and all had a fun time. c) Financial Report: - Balance in the chequing account at the end of October was \$ 38,686.46. \$26,425.00 was the cashed in GIC that is to be reinvested into another 1 year term GIC as soon as can be done.

**6. Performance Measurement:** Tracking sheets for November were not done.

**7. Resolutions:** None.

**8. Nicole Dupuis: Karaoke Machine:** This machine is no longer needed because the Christmas Choir was cancelled due to lack of participation.

**9. Fiona Girouard: Santa Mailbox Update:** According to Fiona Girouard the mailbox is done and will be going out front of the hall very soon so the little ones can get their letters to Santa in spite of the mail strike.

**10. Brendia Drew: Cookie Exchange:** There will be a Christmas Cookie Exchange on December 19<sup>th</sup>, at the Community Hall at 7pm. There are twelve people expected to attend.

**11. Brendia Drew Resignation:** Brendia Drew resigned from the Recreation Committee, that she says she has been a part of for over 40 years, as of the end of 2024. She said that she is tired and needs to step away at this point. The Committee wishes her well in her future endeavors and her busy life. We, also, want to thank her for her community service and hard work over those years.

**12. Adjournment:**

**Motion #36-2024**

Moved by: Brendia Drew. Seconded by: Fiona Girouard.

“Motion to adjourn the meeting at 7:30 pm.”

Next meeting – Tuesday January 14<sup>th</sup> 2025 at 7pm at the Madawaska Community Hall.

Chair Acting Chair Rosemary Shalla Secretary Sharon Florent  
Terry Levean Sharon Florent



**CORPORATION OF THE  
TOWNSHIP OF SOUTH ALGONQUIN**

**AGENDA**

**Murchison & Lyell Parks and Recreation Committee**

Tuesday January 14, 2025 at 7:00 pm.  
At the Madawaska Community Hall

1. Call meeting to order.
2. Reading & approval of the Agenda plus any additions.
3. Approval of December 10th, 2024 minutes and any amendments.
4. Business arising from minutes.
5. Reports: a) Councillor's Report.
  - b) Events Reports- i) Nicole Dupuis: Kids' Christmas Party and Spaghetti Dinner.
  - c) Financial Report – Balance at the end of December 2024 \$ xxxxxx.

**New Business.**

6. Performance measurement – Event tracking sheet for December 2024.
7. Resolutions.
8. Rosemary Shalla: Broomball Tournament and Winter Fun Fair.
9. Adjournment.

Next meeting Tuesday February 14<sup>th</sup>, 2025 at 7:00 pm at the Madawaska Community Hall.

## Whitney Recreation Meeting Minutes

Wednesday, January 8, 2025

Present: Laurie Sydock, Joe Avery by phone, Theresa Kramer, Robert Craftchick, Joan Kuiack, Adam Holmberg, Kim Gormon, Gloria Beauclair

Regrets: Lynne Lepage, Shelly Grice

1. Welcome to all, Chair Gloria Beauclair, Minute Taker Theresa Kramer
2. Agenda changes – added 3k,3l,3m and Add Kim to Facebook administration
3. Updates
  - a. Pickleball/Volleyball: Clayton key holder for pickleball and Adam for volleyball. \$25 for each activity/season or \$2.00 per visit. 16 years of age or older of 14 with an adult. Some concerns about the price but most will do \$2/visit.
  - b. Breakfast with Santa and parade review: We would like to see a financial summary report on each event, Gloria sent out budget report for main accounts, both events successful. About 70 adults and 60 kids got gifts. We should try to advertise more in advance as some people were not aware of the event.

Next year parade is Sunday, December 14, 2025 – always the second week of December

### c. Events Planning

Sunday, Feb 16 - Outdoor rink and family day celebrations, Cardboard sled races, hot beverages, smores, bonfire, skating program, Joan to develop program, Kim to advertise, we will need judges.

Saturday, Mar 15 - St Patricks Day adult Dance, Joan to book St Martin of Tours Hall, Adam to seek out bands or DJ, Bob to be responsible for food, cash bar, entry of \$10.00 suggested

Saturday, Apr 19 - Easter Egg hunt and Bake sale

Saturday, May 24 - ATV poker run

Saturday, June 28 - Canada Day Celebration/Cornhole Tournament and childrens event TBA, consider doing our own BBQ, maybe afloat your boat event

Saturday, Aug 23 - End of Summer Childrens Festival

Thursday, Oct 23 - Halloween pumpkin carving

Friday, Oct 31 - Halloween candy ay CC

Friday, Nov 28 - tree lighting. Christmas carols and childrens activity TBA

Sunday, Dec 14 - breakfast with Santa and Christmas Parade

- d. Mandate of CC committee – each event we will confirm whether it is low cost, no cost, break even or fundraiser. It was felt adults should pay and children mostly no or low cost.
  - e. Cleanup date for CC to be set – already happened, Joan, Laurie, Gloria, Theresa, several days to cleanout storage rooms. A lot thrown out, a lot better organized.
  - f. Rink grant has been submitted Northern Ontario Heritage Grant, Dustin will let us know outcome
  - g. dishwasher matching money request submitted, Joan will check with council if funding approved
  - h. it looks like the community centre will be open for bathroom access, Joan to check with council if funding approved.
  - i. Expect to spend about \$400 on flower boxes and a bit more for mulch and fertilizer. Need more people to help water the plants.
  - j. Gloria putting on a falls prevention workshop, she needs 10 people to register. Also Chinese new year dinner Wednesday, January 29<sup>th</sup>, about 80 people. She has a group of volunteers for the event. Campbellford Grocers is the contact used by Bob to purchase bulk food.
  - k. Small childrens size chairs purchased in error, about 20. Joe to ask around to see if the school, or CRC or library could buy them or lets make a deal plan.
  - l. Gloria to order food for Canteen for public skating, Bob to pick up chips. Lisa will sell the candy while Peter is managing the rinks operations. Gloria to give Lisa a cash float.
  - m. Storage rooms cleaned and more stuff to go. We were advised to use judgment on what to throw away or take to reuse at dump – ie. Hockey nets, air hockey games, life jackets and flutter boards which may have expired
4. Financial report sent electronically. Save the extra \$4,000 in case the rink resurfacing needs it. Beautification will spend the \$2777 over the next few years. We've been asked to look at installing a stove hood, costs should be minimal if it is already vented. We might need to fundraise for this.

Question about air conditioning being installed. Joan to check if grant application was approved.

5. Next meeting February 5 at 6:30 at Bobs office.

6. Meeting adjourned at 8:45pm

## **COUNCIL MEETING**

**February 5, 2025**

### **ACTION:**

- 1) Resolution of Support; RE: Build More Homes Act, Town of Kearney.
- 2) Resolution of Support; RE: Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding, Town of Aurora.



8 Main Street, P.O. Box 38, Kearney, Ontario POA-1M0

Ph.# (705) 636-7752 Fax # (705) 636-0527

<https://townofkearney.ca> email [admin@townofkearney.ca](mailto:admin@townofkearney.ca)

December 19, 2024,

Dear Hon. Paul Calandra, Minister of Municipal Affairs and Housing,

Thank you for your recent communication regarding the changes to the Planning Act through the More Homes Built Faster Act, 2022, and the Cutting Red Tape to Build More Homes Act, 2024.

While we appreciate the government's efforts to address the housing supply crisis by promoting the creation of additional residential units (ARUs), we must express our concerns about the applicability of these changes in rural municipalities.

The "as-of-right" permission to develop up to three units per lot is only permitted in urban areas where municipal servicing is provided. In these areas, the demand for housing is high, and land is scarce. However, in rural municipalities, where population density is lower and land availability is not typically a constraint, these changes do not apply.

Rural municipalities often struggle with infrastructure limitations, specifically with water supply, sewage systems, and transportation networks. While these changes the Province has made does cut red tape for urban areas of Ontario, they do not address constraints rural municipalities deal with when trying to increase density without municipal servicing. Additionally, the increased residential density permitted by the amendments may not be compatible with the rural character and lifestyle that residents value.

We believe that a one-size-fits-all approach to ARU development may inadvertently overlook the distinct needs of rural communities. As municipalities in rural, Northern Ontario have before, we urge the government to consider creating tailored policies that recognize the specific conditions and requirements of rural areas, ensuring that any regulatory changes support sustainable and contextually appropriate growth.

We appreciate the opportunity to provide our feedback and look forward to working collaboratively with the Ministry of Municipal Affairs and Housing to develop solutions that are beneficial to all Ontarians and where they choose to live.

Sincerely,

Mayor, Cheryl Philip

On behalf of the Council of the Corporation of the Town of Kearney



# Town of Kearney

## COUNCIL RESOLUTION # 2024 - 398

Date: December 19, 2024

**MOVED BY:**

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

**SECONDED BY:**

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

**WHEREAS** the Council of the Corporation of the Town of Kearney has received a communication from the Minister of Municipal Affairs and Housing, Paul Calandra, regarding changes to the Planning Act through the More Homes Built Faster Act, 2022, and the Cutting Red Tape to Build More Homes Act, 2024;

**AND WHEREAS** this announcement from Minister Calandra does not fully address the needs of Rural or Northern municipalities;

**NOW THEREFORE BE IT RESOLVED** that Council confirms their desire for the attached letter to be sent to the Minister of Municipal Affairs & Housing, Paul Calandra; MPP Graydon Smith; MP Scott Aitchison; Premier Doug Ford; AMO; FONOM; ROMA and to affected municipalities in Rural/Northern Ontario for their support.

CARRIED

DEFEATED

\_\_\_\_\_

Recorded Vote Requested by: \_\_\_\_\_

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



100 John West Way  
Aurora, Ontario  
L4G 6J1  
(905) 727-3123  
aurora.ca

Town of Aurora

## Member Motion

Mayor's Office

---

**Re:** Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding

**To:** Members of Council

**From:** Mayor Tom Mrakas

**Date:** November 5, 2024

---

Whereas municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

Whereas the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

Whereas the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

Whereas the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

Whereas redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

Whereas a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

1. Now Therefore Be It Hereby Resolved That Aurora Town Council formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and

2. Be It Further Resolved That Aurora Town Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and
3. Be It Further Resolved That this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and
4. Be It Further Resolved That copies of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament (MPs) and Members of Provincial Parliament (MPPs); and
5. Be It Further Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.



## **COUNCIL MEETING**

**February 5, 2025**

### **CORRESPONDENCE RECEIVED FOR INFORMATION:**

- 1) Honours and Recognition Program, Nominate a Deserving Ontarian.
- 2) Ministry of Rural Affairs, Enabling Opportunities: Ontario's Rural Economic Development Strategy.
- 3) Canada Community-Building Fund (CCBF), New 10-Year Agreements Signed.
- 4) Four Corners Algonquin/Wild Company, Housing Solution Options.

# Nominate a deserving Ontarian today.

## Proposez la candidature d'un Ontarien ou d'une Ontarienne méritant(e) dès aujourd'hui.



Order of Ontario | [Ordre de l'Ontario](#)



Queen Elizabeth II Ontario Medal  
for Good Citizenship | [Médaille du  
mérite civique de l'Ontario de la reine  
Elizabeth II](#)



Ontario Senior of the Year Award |  
[Prix ontarien de la personne  
âgée de l'année](#)



Murray Whetung Community Service  
Award for Cadets | [Prix Murray  
Whetung pour services à la collectivité  
pour les cadets](#)



Lieutenant Governor's Community  
Volunteer Award for Students | [Prix  
du lieutenant-gouverneur pour  
l'action bénévole communautaire  
des élèves](#)



Ontario Senior Achievement Award |  
[Prix d'excellence de l'Ontario pour  
les personnes âgées](#)



Ontario Volunteer Service Awards |  
[Distinctions de l'Ontario pour  
services bénévoles](#)



Ontario Medal for Young Volunteers |  
[Médaille de l'Ontario pour les jeunes  
bénévoles](#)



Ontario Medal for Paramedic Bravery |  
[Médaille de bravoure des  
paramédicaux de l'Ontario](#)



Ontario Medal for Firefighter Bravery |  
[Médaille de bravoure des pompiers de  
l'Ontario](#)



Ontario Medal for Police Bravery |  
[Médaille de bravoure des policiers  
de l'Ontario](#)



June Callwood Outstanding  
Achievement Award for Voluntarism |  
[Distinction June Callwood pour  
contribution bénévole exceptionnelle](#)



David C. Onley Award for Leadership  
in Accessibility | [Prix David C. Onley  
pour le leadership en matière  
d'accessibilité](#)



James Bartleman Indigenous Youth  
Creative Writing Awards | [Prix James  
Bartleman pour la création littéraire  
des jeunes Autochtones](#)



Lincoln M. Alexander Award for  
Leadership in Eliminating Racial  
Discrimination | [Prix Lincoln M.  
Alexander pour le leadership dans  
l'élimination de la discrimination  
raciale](#)



Hilary M. Weston Scholarship for  
Graduate-Level Students in the Area of  
Mental Health | [Bourse d'études Hilary  
M. Weston pour étudiants de niveau  
supérieur dans le domaine de la santé  
mentale](#)

Learn more about Ontario's honours and recognition programs. Visit  
[ontario.ca/honoursandawards](https://ontario.ca/honoursandawards)

En savoir plus sur les programmes de distinctions et de reconnaissance de l'Ontario.  
Visitez [Ontario.ca/distinctionsetprix](https://ontario.ca/distinctionsetprix)

Ministry of Rural Affairs

Ministère des Affaires rurales

Office of the Minister

Bureau du ministre

777 Bay, 17th Floor  
Toronto, Ontario M7A 2J3  
Tel: 647-329-1485

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 647-329-1485



January 19, 2025

Bryan Martin  
CAO/Clerk/Treasurer  
Township of South Algonquin  
clerk@southalgonquin.ca

Dear Mr. Martin:

It is my pleasure to share our government's new plan to support rural economic development, increase and nurture a rural workforce, and strengthen rural communities.

[Enabling Opportunity: Ontario's Rural Economic Development Strategy](#) is designed to help rural communities leverage new economic opportunities and prepare themselves for growth.

The Strategy focuses on three key pillars:

- **Safe and Strong Rural Communities** – Improving local economic development capacity and championing local leadership, supporting the rehabilitation of municipal and community infrastructure, optimizing rural connectivity, and supporting communities in developing plans for housing and transportation to ensure rural communities are places where people want to live, work and play.
- **Business Development and Attraction**- Supporting rural and Indigenous communities and other economic development partners in strengthening and growing rural business, encouraging entrepreneurship and innovation, attracting investment, revitalizing downtowns and diversifying regional economies.
- **Growing the Rural Workforce** – Helping grow local talent, raising awareness of job opportunities available in rural Ontario, supporting workers in obtaining the skills needed to succeed, and attracting and retaining workers so that rural communities and small towns thrive.

We brought together municipal and Indigenous leaders and rural stakeholders to provide input into the development of the new strategy. We held 13 regional roundtables to hear the thoughts, experiences, ideas, and inspiration of those living and working in rural Ontario and received many online submissions through our website.

By listening to rural residents, we created a Strategy that represents their concerns. My thanks go out to all of those who participated in the consultation process and I look forward to continuing these conversations.

.../2

Our government has a vision for thriving rural communities and believes that a strong and dynamic rural Ontario is essential for the success of the province's economy. As a proud resident of rural Ontario, I am confident in saying the future is bright for rural Ontario, especially when we work together

By working together, we can continue to build strong economies and position rural Ontario as a destination of choice for individuals, families, and businesses.

Sincerely,

A handwritten signature in blue ink that reads "Lisa M. Thompson". The signature is fluid and cursive, with the first name "Lisa" being more prominent than the last name "Thompson".

Lisa M. Thompson  
Minister of Rural Affairs

Ministry of Rural Affairs

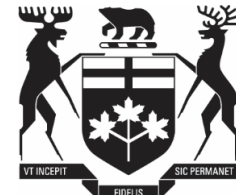
Ministère des Affaires rurales

Office of the Minister

Bureau du ministre

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Tel: 647-329-1485

777, rue Bay, 17<sup>e</sup> étage  
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Tél. : 647-329-1485



Ontario

Bonjour,

J'ai le plaisir de vous faire part du nouveau plan de notre gouvernement pour favoriser le développement économique des collectivités rurales, accroître et cultiver une main-d'œuvre en milieu rural et renforcer les collectivités rurales.

**Meilleures perspectives : Stratégie ontarienne de développement économique des collectivités rurales** vise à aider les collectivités rurales à tirer profit de nouvelles possibilités économiques et à se préparer à la croissance.

La stratégie est axée sur trois piliers clés :

- **Des collectivités sécuritaires et fortes** — soutenir les petites villes et les collectivités rurales en abolissant les obstacles au développement économique et en s'assurant que les régions rurales de l'Ontario ont de solides éléments fondamentaux en place pour permettre la réussite des collectivités rurales.
- **Le développement et l'attraction des entreprises** — aider les collectivités rurales et d'autres partenaires du développement économique à renforcer et à faire croître les entreprises rurales, à encourager l'entrepreneuriat et l'innovation, à attirer des investissements, à revitaliser les centres-ville et à diversifier les économies régionales.
- **La croissance de la main-d'œuvre en milieu rural** — faire croître le talent local, accroître la sensibilisation sur les possibilités d'emploi offertes dans l'Ontario rural, aider les travailleurs à obtenir les compétences nécessaires pour réussir et attirer et retenir les travailleurs afin que les collectivités rurales et les petites villes prospèrent.

Nous avons réuni des dirigeants municipaux et autochtones ainsi que des intervenants du milieu rural afin qu'ils fournissent des observations relativement à l'élaboration de la nouvelle stratégie. Nous avons tenu 13 tables rondes régionales pour écouter les réflexions, les expériences, les idées et l'inspiration des personnes qui vivent et travaillent dans les régions rurales ontariennes, en plus d'avoir reçu plusieurs commentaires en ligne par le truchement de notre site Web.

Les gouvernements précédents ont ignoré les besoins des régions rurales de l'Ontario. Leur vue à court terme a laissé ces collectivités se débrouiller seules et a entravé leur capacité de faire croître la main-d'œuvre locale, d'attirer des investissements et d'appuyer les collectivités. Notre gouvernement adopte une approche très différente. En écoutant les résidents des régions rurales, nous avons créé une stratégie qui répond à leurs préoccupations. Je tiens à remercier tous ceux et celles qui ont participé au processus consultatif et j'ai hâte de poursuivre ces conversations.

.../2

Notre gouvernement a une vision pour la prospérité des collectivités rurales et croit qu'un Ontario rural fort et dynamique est essentiel au succès de l'économie de la province. En tant que fière résidente de l'Ontario rural, je n'hésite pas à affirmer que l'avenir est prometteur pour les régions rurales de l'Ontario, en particulier lorsque nous travaillons ensemble.

En travaillant ensemble, nous pouvons continuer à bâtir de solides économies et à positionner l'Ontario rural comme une destination de choix pour les particuliers, les familles et les entreprises.

Veillez recevoir mes plus cordiales salutations.

A handwritten signature in blue ink that reads "Lisa M. Thompson". The signature is fluid and cursive, with the first name "Lisa" being more prominent than the last name "Thompson".

Lisa M. Thompson  
La ministre des Affaires rurales,

# Canada Community-Building Fund New 10-year Agreements Signed

The new 10-year Canada Community Building Fund (CCBF) agreements (2024-2034) between the federal Government and all of Canada's provinces and territories, and the city of Toronto, have now been signed. This achievement is the result of FCM's longstanding advocacy for CCBF to remain a source of direct, predictable, long-term funding for local infrastructure priorities.

See details of the agreements and transfer payments on the federal government's website [here](#).

## What is the CCBF?

Legislated as a permanent source of funding by Stephen Harper's Conservative federal government in 2011, the CCBF provides more than \$2.4 billion in annual capital funding directly to municipalities through a predictable allocation mechanism.

Municipalities of all sizes deliver direct results for Canadians by using the CCBF to build and renew critical core public infrastructure, including water systems, local roads, public transit and recreational facilities.

## Renegotiation and the issue of flexibility

Each previous Administrative Agreement on the Federal Gas Tax Fund (2014-2024) signed between the federal government and the provinces and territories was scheduled for renewal by April 1, 2024. A new agreement was required for each province, territory, and the city of Toronto for the CCBF to remain in operation.

During the agreement negotiations earlier this year, FCM raised concerns that changes to the program design proposed by the federal government, which would have required municipalities to use the funding exclusively to increase housing supply as well as other onerous conditions, would have impacted the accessibility, flexibility and predictability of this critical program.

**We are pleased to see that the core principles of the fund will continue in the new agreements, including predictability and the flexibility to use CCBF funding to ensure state of good repair of existing municipal assets.**

All of the key concerns that FCM raised with the federal government have been addressed in some way, and the final agreements are much closer to the previous 10-year agreements than draft agreements that were circulated for review earlier this year. This achievement is the direct result of the advocacy of FCM and our members.

## Key aspects of new agreements

The new CCBF agreements include the following key components. This information is based on FCM's review of the federal-provincial/territorial agreements that have been shared with us to date.

- **The CCBF remains a long-term, flexible, and predictable source of funding for core municipal infrastructure.** All previous **19 eligible project categories** including roads and bridges, water treatment, capacity building, and fire halls, remain in the new agreement. Eligibility has been expanded to include firetrucks as well as built and natural infrastructure that strengthens the resilience of communities to natural disasters and climate change. More details on project eligibility for the new agreement period will be released shortly by Housing, Infrastructure and Communities Canada.
- **A Statement of Priorities** will be sent by the federal government to agreement signatories every three years and will outline the government's expectations for housing actions. Signatories (i.e., Provinces, Territories, AMO, UBCM, and the City of Toronto) then respond with a letter of intent of how their use of the CCBF fund will prioritize these policy objectives. FCM welcomes the Statement of Priorities scheduled on a triannual basis rather than annual as was proposed by the federal government earlier in the agreement negotiations. This will improve local governments' ability for long-term planning. Municipalities will be able to continue to fund core infrastructure projects listed in Asset Management Plans, as well as transit State of Good Repair. We understand that while the language in some agreements indicates an annual statement of priorities, the intent is to amend all agreements to match the three year cycle.
- The federal government has imposed some **new housing requirements**. While lower-tier municipalities over 30,000 in population must now complete a Housing Needs Assessment and a housing report describing how infrastructure funds are spent, municipalities with a population below 30,000 will see little difference from previous years. Support for communities is available from Housing Infrastructure and Communities Canada to prepopulate a Housing Needs Assessment template with public data ([learn more here](#)). Funding for capacity building is also available for eligible projects that strengthen local government's ability to improve local and regional planning, including housing needs assessments or other housing or land use studies, alongside the traditional asset management studies and training.
- **Funding allocations and payments:** The 2024-2025 fund allocations for each province and territory are detailed on [Housing Infrastructure and Communities Canada's website](#). Please follow up with the agreement signatory in your jurisdiction to learn more about your individual community's allocation. As jurisdictions have signed agreements at different times over the summer months, some communities have already received their first payment while other jurisdictions will see payments arrive shortly. As the CCBF is allocated based on census populations (updated every 5 years), some provinces and territories will see slight adjustments in funding compared to the last agreements.  
This will have a limited impact on the allocation that individual cities and towns



receive (a base allocation continues for PEI and the territories). Please note that while the federal government doubled the size of the fund in 2019 and again in 2021, this has not continued in 2024. Additionally, due to inflation and a growing population, the fund is not keeping up with infrastructure costs at a national level.

- **Province of Quebec:** Notably, in Quebec, CCBF funds are not distributed directly to municipalities. The delivery mechanism for the CCBF is the Gas Tax and Quebec Contribution Program, which was renamed in 2024 as the Programme de transfert pour les infrastructures d'eau et collectives du Québec (TECQ). This past summer, members from the province of Quebec raised concerns that the renewed TECQ would result in funding reductions of up to 40% for Quebec municipalities relative to the funding they received between 2019 and 2023. FCM engaged with Housing Infrastructure and Communities Canada, the Quebec Ministry of Finance, UMQ and FQM to understand the factors that have contributed to perceived changes in CCBF funding to Quebec municipalities between the 2019-2023 and 2024-2028 funding periods. These discussions revealed a difference in interpretation on how the one-off supplements to the FDCC, made in 2019 and 2021, were allocated.

### FCM's continued advocacy

FCM will continue to work with PTAs and other signatories to better gauge the implications of the agreements in each jurisdiction. We will also continue to engage with Housing, Infrastructure and Communities Canada on the program roll out, including the housing reporting requirements and communications protocols.

While FCM celebrates the success that the conclusion of the new agreement negotiations represents, we remain concerned that:

- The triannual Statement of Priorities is a vulnerability in the program design that may lead to a loss of predictability for municipalities and could be used to further narrow project eligibility in future years.
- The capacity of municipalities over 30,000 will be stretched to complete a Housing Needs Assessment by the March 31, 2025 deadline.
- Due to inflation, labour and material costs and population growth, the CCBF is losing value over time. Without other long-term federal infrastructure programs, municipalities must depend on the CCBF and smaller application-based programs, like the Canadian Housing Infrastructure Fund, to advance important local priorities. In the context of the rising cost of living, local governments are under pressure to build and maintain infrastructure without significantly raising property taxes or development charges. This is why FCM continues to call for a [Municipal Growth Framework](#).

FCM is calling on the federal government to leverage this proven funding mechanism as a vehicle to deliver increased funding directly to municipalities, as part of a new [Municipal Growth Framework](#) that would better link municipal funding with national population and economic growth.

Municipal leaders understand the pressing need to take action now on the most critical, immediate issues for Canadians, including housing affordability, homelessness, infrastructure and public safety—but only by modernizing municipal funding via a new framework can we make meaningful progress in tackling these issues

Thank you to all our members and partners whose joint advocacy has resulted in the renewal of the Canada Community Building Fund, a vitally important municipal funding program.



1000605345 Ontario Inc.  
29924 Highway 60  
PO Box 420  
Whitney, ON, K0J 2M0  
613-637-2000  
fourcornersalgonquin@rogers.com

Mayor Ethel LaValley  
Township of South Algonquin  
7 Third Avenue  
Whitney, ON, K0J 2M0

January 21, 2025

Dear Mayor LaValley,

Thank you for the invitation to contact council and the words of willingness to work with all groups in the community expressed at the January 16, 2025 Regular Council meeting. Thank you also for addressing the housing shortage in South Algonquin, and sharing your belief that “We’re stagnant and we can’t move” on the issue due to long-term land constraints.

While acknowledging difficulties that seem overwhelming at times, we remain mindful that small changes in communities can lead to big improvements. Asset-based community development (ABCD) principles suggest that this is more true when people and groups come together to participate in collective problem solving. ABCD approaches could put measurable progress on housing within reach for our community in the short term.

As you know, children, seniors and families in our community are suffering for lack of housing *right now*. Businesses – which are struggling deeply to remain solvent – worry *in this moment* about how they will stay open without staff, who turn down jobs because they can’t find housing. Our local economic ecosystem is stretched beyond capacity and the weakest among us continue to disproportionately bear the weight of this imbalance. It’s true that this is a challenge everywhere. At the same time it is also true that it’s hard to hear the word “wait” while federal and provincial support for housing projects are at all time high levels. It begs the question, when the timing is right for land, will the timing be right for funding?

We are as committed as you are to seeing everyone in our township adequately housed because our collective survival depends on your success. Access to land doesn’t have to be a barrier to housing if we work together. We are prepared to discuss with you the possibility of making land that we own in the township available for consideration for a housing development, up to and including a possible donation.

We look forward to hearing your reply.

John and Angela Pollak



# **COUNCIL MEETING**

**February 5, 2025**

## **By-Laws:**

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT:

- 1) By-Law 2025-819 Fire Protection Grant Agreement
- 2) By-Law 2025-820 Community Emergency Preparedness Grant
- 3) By-Law 2025-821 Zoning By-Law Amendment Application No. ZBA.2024-03
- 4) By-Law 2025-822 Confirm the Proceedings of Council

BE READ A FIRST TIME AND BE DEEMED READ A SECOND TIME

**Moved by:**

**Seconded by:**

**Res. # 25-**

THAT:

- 1) By-Law 2025-819 Fire Protection Grant Agreement
- 2) By-Law 2025-820 Community Emergency Preparedness Grant
- 3) By-Law 2025-821 Zoning By-Law Amendment Application No. ZBA.2024-03
- 4) By-Law 2025-822 Confirm the Proceedings of Council

BE READ A THIRD TIME AND PASSED

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO. 2025-819**

**Being a By-Law to authorize the CAO/Clerk-Treasurer  
to sign a funding agreement with His Majesty the King in right of Ontario**

**WHEREAS** the Township of South Algonquin was approved for a Fire Protection Grant upon execution of the Agreement attached hereto.

**AND WHEREAS** the Township of South Algonquin, deems it expedient to enter into a funding agreement between the Township and His Majesty the King in right of Ontario.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the CAO/Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

**READ A FIRST AND SECOND TIME this 5th day of February 2025.**

\_\_\_\_\_  
Ethel LaValley, Mayor

\_\_\_\_\_  
Bryan Martin, CAO/ Clerk-Treasurer

**READ A THIRD TIME AND PASSED AND ENACTED this this 5th day of February 2025.**

\_\_\_\_\_  
Ethel LaValley, Mayor

\_\_\_\_\_  
Bryan Martin, CAO/ Clerk-Treasurer

# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the

**BETWEEN:**

**His Majesty the King in right of Ontario  
as represented by the enter the full legal title of the Minister**

**(the “Province”)**

**- and -**

**(the “Recipient”)**

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 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.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:



- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
  - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) the payment having been charged to an appropriation for a previous fiscal year.

**SIGNATURE PAGE FOLLOWS**

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the Office of the Fire Marshal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:** Carrie Clarke

**Title:** Deputy Fire Marshal

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:**

**Title:**

I have authority to bind the Recipient

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name:**

**Title:**

I have authority to bind the Recipient

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

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

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

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

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

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

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

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

**“Indemnified Parties”** means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

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

**“Maximum Funds”** means the maximum set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

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

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

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
- (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

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

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
  - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;



- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

## **A9.0 INDEMNITY**

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

**A15.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

amount equal to any Funds or any other amounts owing under the Agreement; or

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

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

**A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A15.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

**A15.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

**A16.1 Notice in Writing and Addressed.** Notice will be:

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

**A16.2 Notice Given.** Notice will be deemed to have been given:

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

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

#### **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

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

#### **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A19.0 WAIVER**

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.



## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

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

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

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

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

---

<b>Maximum Funds</b>	\$
<b>Expiry Date</b>	March 31, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$ 5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development &amp; Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p><b>Attention:</b> Katrina Nedeljkovich, Operations Manager</p> <p><b>Address:</b> 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p><b>Phone:</b> 705-305-4595</p> <p><b>Email:</b> <a href="mailto:Katrina.nedeljkovich@Ontario.ca">Katrina.nedeljkovich@Ontario.ca</a> / <a href="mailto:OFMGrants@Ontario.ca">OFMGrants@Ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

## **SCHEDULE "D"** **BUDGET**

---

Funding will be provided to the  
upon execution of this Agreement.

Funding will be provided to the  
explicitly for the purchase of one, or a combination of, the items prescribed within the  
listed summary in Schedule "C". Copies of all invoices and receipts for said items will  
be provided to the Office of The Fire Marshal as part of the Report Back described in  
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31<sup>st</sup>, 2025.  
Subsequently, the funds must be spent by the municipality by the end of Provincial  
Financial Quarter Three (Q3) (December 31, 2025).

## **SCHEDULE “E” PAYMENT PLAN**

---

### **E.1 MAXIMUM FUNDS**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

### **E.2 PAYMENT SCHEDULE**

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

## **SCHEDULE "F" REPORTS**

---

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NO. 2025-820**

**Being a By-Law to authorize the CAO/Clerk-Treasurer  
to sign a funding agreement with His Majesty the King in right of Ontario as  
represented by the President of the Treasury Board**

**WHEREAS** the Township of South Algonquin was approved for a Community Emergency Preparedness Grant (CEPC) upon execution of the Agreement attached hereto.

**AND WHEREAS** the Township of South Algonquin, deems it expedient to enter into a funding agreement between the Township and His Majesty the King in right of Ontario as represented by the President of the Treasury Board.

**NOW THEREFORE** the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the CAO/Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

**READ A FIRST AND SECOND TIME this 5th day of February 2025.**

\_\_\_\_\_  
Ethel LaValley, Mayor

\_\_\_\_\_  
Bryan Martin, CAO/ Clerk-Treasurer

**READ A THIRD TIME AND PASSED AND ENACTED this this 5th day of February 2025.**

\_\_\_\_\_  
Ethel LaValley, Mayor

\_\_\_\_\_  
Bryan Martin, CAO/ Clerk-Treasurer



# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT is effective as of the 3rd day of March, 2025.**

## **BETWEEN:**

His Majesty the King in right of Ontario  
as represented by the President of the Treasury Board

(the "Province")

- and -

**CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN**  
**(the "Recipient")**

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports.

1.2 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.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 COUNTERPARTS**

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **4.0 AMENDING THE AGREEMENT**

4.1 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

### **5.0 ACKNOWLEDGEMENT**

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("FAA") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
- (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
  - (ii) The payment having been charged to an appropriation for a previous fiscal year.

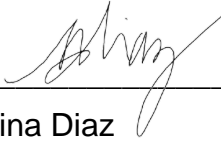
**SIGNATURE PAGE FOLLOWS**

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO as  
represented by the President of Treasury Board

January 28, 2025

Date

  
\_\_\_\_\_

Name: Nina Diaz

Title: Director

ALGONQUIN

CORPORATION OF THE TOWNSHIP OF SOUTH

\_\_\_\_\_

Date

\_\_\_\_\_

Name: Bryan Martin

Title: CAO/Clerk Treasurer

I have authority to bind the Recipient

\_\_\_\_\_

Date

\_\_\_\_\_

Name:

Title:

I have authority to bind the Recipient

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective

Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

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

"Maximum Funds" means the maximum set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Schedule "C".

"Records Review" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;



- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

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

#### **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

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

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either

international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

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

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act*

(Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

### **A11.0 TERMINATION ON NOTICE**

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

### **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- ~~(a)~~ carry out the Project;
  - ~~(i)~~ receive or spend Funds; or
  - ~~(ii)~~ provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment, such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **A16.0 NOTICE**

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and



- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

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

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

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

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

A23.1 Agreement into Effect. The Recipient will:

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

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 Other Agreements. If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$32,780.00
<b>Project Expiry Date</b>	November 28, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$25,000
<b>Certificate of Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Priscilla McKenzie Senior Manager Design and Implementation Unit, Emergency Management Ontario Treasury Board Secretariat <b>Address:</b> Emergency Management Ontario 25 Morton Shulman Avenue Toronto, Ontario, M3M 0B1 <b>Email:</b> <a href="mailto:EMOcommunitygrants@ontario.ca">EMOcommunitygrants@ontario.ca</a>
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Name:</b> Bryan Martin <b>Position:</b> CAO/Clerk Treasurer <b>Address:</b> 7 Third Avenue, Whitney, ON, K0J2M0 <b>Phone:</b> 6133345923 <b>Email:</b> <a href="mailto:clerk@southalgonquin.ca">clerk@southalgonquin.ca</a>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Name:</b> <b>Position:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b>

**Additional Provisions:**

**B1.0 ADDITIONAL COMMUNICATIONS REQUIREMENTS**

**B1.1 Communications Details.** The Recipient agrees that:

- (a) Any of the Province's Project-related communications shall be at the discretion of

the Province.

- (b) The Province may acknowledge the Project in any of its communications.
- (c) The Province may request that the Recipient participate in an announcement or media event with government officials.
- (d) The Recipient shall share any proposed public-facing Project-related communications with the Province for review prior to public release.
- (e) The Province may also request a summary of any of the Recipient's planned communication activities about the Project.
- (f) Any of the Recipient's Project-related public communications about the Project shall be made in accordance with the timing specified by the Province, including the timing of any official Project launch announcement.  
Visual identity and branding for any Project-related products, materials, equipment, and other assets used by the Recipient shall be in accordance with direction provided by the Province

**SCHEDULE "C"  
PROJECT**

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This project aims to establish a reliable emergency warming/cooling, and evacuation centre at the Lester Smith Community Centre in South Algonquin Township. The primary type of emergencies this project will address includes extreme winter storms and extended power outages, both of which are prevalent in our rural, high-elevation community. These weather events can result in life-threatening conditions, especially for vulnerable populations, and can disrupt access to essential services, including water. Grant funding will be instrumental in achieving our emergency preparedness objectives. Specifically, the funding will facilitate the purchase and installation of an automatic generator and two heat/cooling pumps, ensuring that the community centre remains operational during power outages. This will enable us to provide a safe haven for residents, offering shelter, heat in winter, and cooling in summer. The necessity of this project cannot be overstated. South Algonquin Township has a small population of around 1,100 residents, all reliant on well water; therefore, loss of power translates directly to loss of water access. The lack of a dedicated emergency facility significantly hampers our ability to respond effectively during crises. By establishing this emergency shelter, we will not only enhance community preparedness and comfort but also build resilience against future climate-related challenges. This project represents a proactive step towards safeguarding the health and well-being of our residents, ensuring they have access to vital resources during emergencies.

**Project Timelines**

Project Start Date	Effective Date of the Transfer Payment Agreement
Completion Date	August 29, 2025

**Performance Metrics**

<b>KPI</b>	<b>Description/Calculation</b>	<b>Target</b>
Increasing emergency preparedness in this community as a result of this project	Rate of emergency preparedness increase in this community as a result of this project (scale: 1 (not prepared), 2 (minimally prepared), 3 (partially prepared), 4 (mostly prepared), 5 (fully prepared))	5
Increase number of volunteers in the community as a result of this project	Number of volunteers recruited for the organization/project	0
Increase number of people trained for emergency	Number of people trained	0

preparedness as a result of this project		
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**SCHEDULE "D"**  
**BUDGET**

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<b>Expense Category</b>	<b>Total</b>
Supplies	\$0.00
Capital Equipment	\$32,780.00
Services	\$0.00
Training	\$0.00
Other	\$0.00
<b>Total Funding Request</b>	<b>\$32,780.00</b>

**SCHEDULE "E"**  
**PAYMENT PLAN**

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The payment of Funds will be made by electronic fund transfer by the Province. The Recipient is required to have a profile on the Integrated Financial Information System (IFIS) system and is responsible for keeping it up to date with appropriate banking and contact information.

	<b>Payment Amount</b>	<b>Payment Date</b>
Payment	\$32,780.00	Up to 15 Business Days after all the following occur: <ul style="list-style-type: none"><li>• the Agreement is signed by both parties;</li><li>• the Province receives the following from the Recipient the Certificate of Insurance</li></ul>

**SCHEDULE "F"  
REPORTS**

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The following documents will be required before completion of report back:

- Confirmation of signing authority; and
- Copy of notification to elected official/head for awareness

**Final Report.** The Recipient shall include the following in the Final Report:

- (a) Final expense summary, including a reconciliation of actual payments made by the Province and actual expenses incurred by the Recipient in accordance with the Budget.
- (b) An explanation of variances between the Budget and actual expenses incurred by the Recipient.
- (c) Itemized list of all capital and operating equipment purchased.
- (d) Supporting documents substantiating the Recipient's completion of Project activities.
- (e) Summary of Project and performance measures results demonstrating how the Project has enhanced capabilities.
- (f) Final Report to be completed on TPON by the Recipient's Finance Contact or equivalent in accordance".

A failure to meet any of the reporting requirements described above may impact the Recipient's ability to return Funds under this Agreement, as well as the Recipient's eligibility to receive funding that may be available through **future iterations of the program**.

Unless the Province specifies otherwise, all Reports must be completed in Transfer Payment Ontario.

<b>Project reporting deadline</b>	<b>September 12, 2025</b>
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**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN**

**BY-LAW NO. 2025-821**  
**Being a By-law to amend Comprehensive**  
**Zoning By-law No. 2017-527**

**WHEREAS** the Corporation of the Township of South Algonquin has received an application to amend Zoning By-law No. 2017-527;

**AND WHEREAS** authority is provided pursuant to Section 34 of the Planning Act, R.S.O 1990, c.P.13 to pass this By-law;

**AND WHEREAS** a Public Meeting was held on February 5, 2025, pursuant to the provisions of Section 34 (12) of the Planning Act, R.S.O., 1990;

**AND WHEREAS** the matters hereinafter set forth are consistent with provincial policy and conforms to applicable plans currently in force and effect;

**NOW THEREFORE** the Corporation of the Township of South Algonquin enacts that By-law No. 2017-527 shall and is hereby amended as follows:

1. That Schedule A - Map 36 of 44 to By-law No. 2017-527 is hereby amended by rezoning the property located at 296 Burnt Depot Road from the Shoreline Residential (SR) Zone to the Shoreline Residential Exception Seven (SR-7) Zone, in accordance with Schedule "A" attached to this By-law.
2. That Section 5.5, Table 5.3, be amended to include the following:

<b>Exception Number</b>	<b>Exception Description</b>
SR-7	Notwithstanding the permitted uses of the Shoreline Residential (SR) Zone in Section 5.1 or the permitted number of accessory structures in Section 4.1.3 to the contrary, the maximum number of guest cabins shall be four (4) and the maximum number of accessory structures shall be six (6).

3. That this By-law shall come into force and effect in accordance with the provisions of the Planning Act, R.S.O 1990, c.P.13.

This By-law shall take effect and come into force from the date of its passage by Council.

Any other By-Law antedating this By-Law is hereby repealed.

**READ A FIRST AND SECOND TIME on February 5, 2025**

\_\_\_\_\_  
**MAYOR, Ethel LaValley**

\_\_\_\_\_  
**CAO/CLERK-TREASURER, Bryan Martin**

**READ A THIRD TIME, PASSED AND ENACTED on February 5, 2025**

\_\_\_\_\_  
**MAYOR, Ethel LaValley**

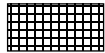
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**CAO/CLERK-TREASURER, Bryan Martin**

# SCHEDULE A TO ZONING BY-LAW NO. 2025-821

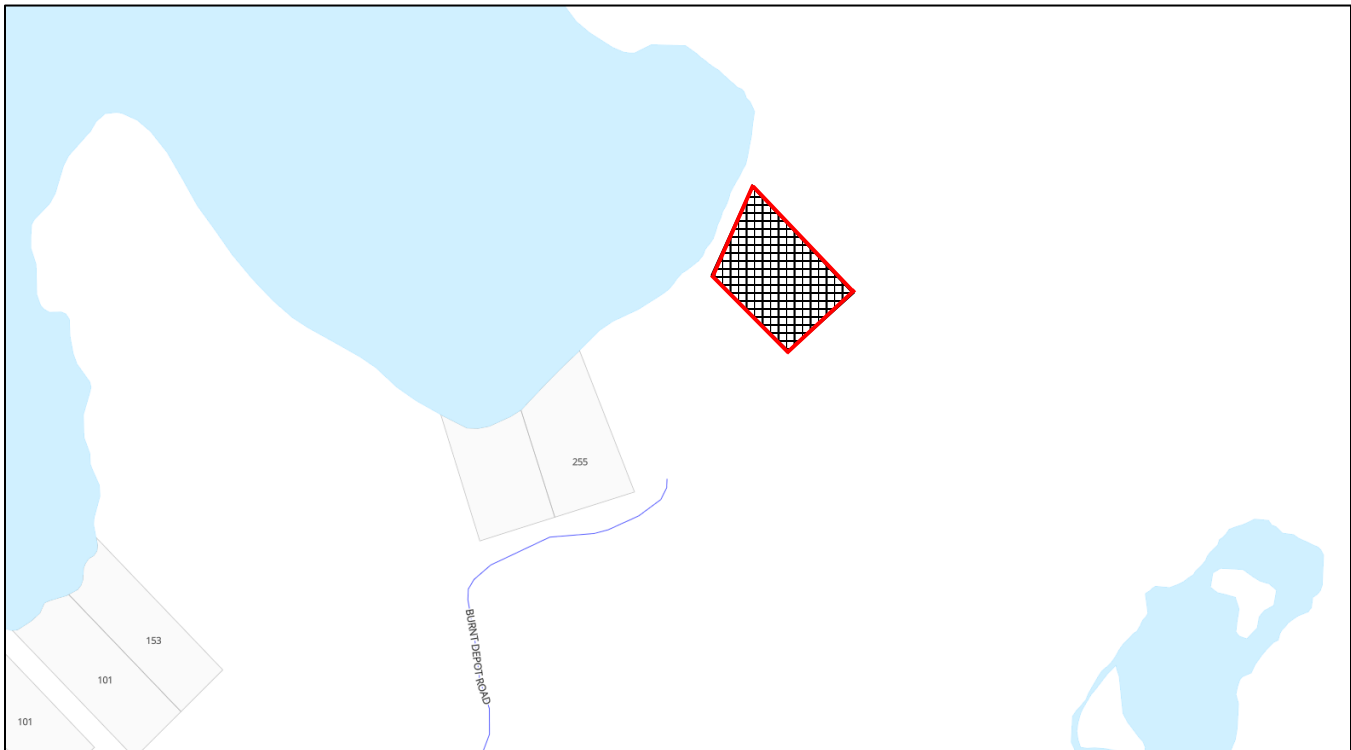
296 Burnt Depot Road  
Township of South Algonquin



Subject property



Lands to be rezoned from the Shoreline Residential (SR) Zone to the Shoreline Residential Exception Seven (SR-7) Zone



**This is Schedule A to Zoning By-law No. 2025-821  
Passed this 5th day of February, 2025**

\_\_\_\_\_  
**MAYOR, Ethel LaValley**

\_\_\_\_\_  
**CAO/CLERK-TREASURER, Bryan Martin**

**CORPORATION OF THE  
TOWNSHIP OF SOUTH ALGONQUIN  
BY-LAW NO. 2025-821  
BEING A BY-LAW TO CONFIRM  
THE PROCEEDINGS OF COUNCIL**

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**WHEREAS** Section 5(1) of the Municipal Act 2001, Chapter 25 and amendments thereto provides that the powers of a municipal corporation are to be exercised by its council;

**AND WHEREAS** Section 5(3) of the Municipal Act 2001 Chapter 25 and amendments thereto provides that the powers of every council shall be exercised by By-Law;

**AND WHEREAS** it is deemed necessary and expedient that the proceedings and actions of the Council of the Corporation of the Township of South Algonquin be confirmed and adopted by By-Law, for the regular meeting held on:

**February 5, 2025**

**THEREFORE**, the Council of the Corporation of the Township of South Algonquin enacts as follows:

1. THAT the action of the Council of the Corporation of the Township of South Algonquin in respect to each recommendation contained in the reports of the Committees and in respect to each motion, resolution and other action passed and taken by the Council at its said open meeting, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. The Mayor or in her absence, the Presiding Officer of the 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.
3. The Mayor or in his/her absence the Presiding Officer and the Clerk or in his/her absence the other designated signing officer, are hereby directed to execute all documents required by Statute to be executed by them, as may be necessary in that behalf and to affix the Corporate Seal of the Municipality to all such documents.
4. THAT in the event any provision or provisions of this By-Law be deemed illegal or not enforceable, it or they shall be considered separate and severable from the By-Law, and its remaining provisions shall remain in force and be binding as though the said provision or provisions had never been included.

READ A FIRST AND SECOND TIME on February 5, 2025.

\_\_\_\_\_  
Ethel LaValley- Mayor

\_\_\_\_\_  
Bryan Martin-CAO/Clerk Treasurer

READ A THIRD TIME, PASSED AND ENACTED on February 5, 2025.

\_\_\_\_\_  
Ethel LaValley- Mayor

\_\_\_\_\_  
Bryan Martin-CAO/Clerk Treasurer