AGENDA - COUNCIL MEETING
December 12, 2014

A Regular Meeting of Council will be held on December 12, 2014 at 9:00 a.m., in the Council Chambers, Municipal Offices, Port Carling, Ontario.

1. Call to Order

2. Adoption of Agenda
   a. Consideration of a resolution to adopt the agenda.

3. Disclosure of Interest

4. Receipt / Adoption of Minutes
   a. Consideration of a resolution to adopt the Council Meeting minutes held on November 14, 2014.
   b. Consideration of a resolution to adopt the Inaugural Council Meeting minutes held on December 1, 2014.
   c. Consideration of a resolution to adopt the Special Council Meeting minutes held on December 3, 2014.

5. Delegations and Petitions

6. Business Arising from the Minutes

7. Public Meetings
   a. Other Public Meetings
   b. Zoning Amendment Applications (in conjunction with Previously Heard Consent Application)
   c. Zoning Amendment Applications
c. **Zoning Amendment Applications**

1. By-law 2014-134, ZBA-33/14, Ishkaugua Island Trust No. 1/ Robertson/ Davidson, Ishkaugua Island, (Medora), Parts 1 to 10 on Plan 35R-22543, Roll # 4-26-062-02

2. By-law 2014-136, ZBA-34/14, Clarke, Part of Lot 27, Concession 10, (Medora), Parts 1, 2, 3 and 4 on Plan 35R-24652, Roll # 4-15-011

3. By-law 2014-138, ZBA-34/14, Scott, Part of Lot 4, Concession 3, PCL D, (Wood), Roll # 8-3-074

4. By-law 2014-139, ZBA-37/14, 1378831 Ontario Inc., Part of Lot 31, Concession 13, (Monck), Parts 3 to 5 on Plan 35R-11408, Roll # 9-14-026

8. **By-laws**

a. By-law 2014-134, Ishkaugua Island Trust No. 1/ Robertson/ Davidson, Ishkaugua Island, (Medora), Parts 1 to 10 on Plan 35R-22543, Roll # 4-26-062-02. *(Refer to Item 7.c.1.)*

b. By-law 2014-136, Clarke, Part of Lot 27, Concession 10, (Medora), Parts 1, 2, 3 and 4 on Plan 35R-24652, Roll # 4-15-011. *(Refer to Item 7.c.2.)*

c. By-law 2014-138, Scott, Part of Lot 4, Concession 3, PCL D, (Wood), Roll # 8-3-074. *(Refer to Item 7.c.3.)*

d. By-law 2014-139, 1378831 Ontario Inc., Part of Lot 31, Concession 13, (Monck), Parts 3 to 5 on Plan 35R-11408, Roll # 9-14-026. *(Refer to Item 7.c.4.)*

e. By-law 2014-156, being a by-law to establish and appoint members to the Township of Muskoka Lakes Public Library Board. *(Refer to Report, item 9.a.1.)*

f. By-law 2014-158, being a by-law to appoint Council members to the Community Centre Hall Boards for the Township of Muskoka Lakes. *(Refer to Report, item 9.a.1.)*

g. By-law 2014-157, being a by-law to authorize the Mayor and Clerk to execute and affix the corporate seal to an Ontario Community Infrastructure Fund Contribution Agreement between the Ministry of Agriculture, Food and Rural Affairs and the Township of Muskoka Lakes. *(Refer to Report, item 9.a.2.)*

9. **Senior Management Team Reports and Tenders**

a. **Senior Management Team Reports**

1. Report from the Clerk Re: Committee Appointments


b. **Tenders**
10. New and Unfinished Business

a. District Municipality of Muskoka Updates.
b. Discussion Re: Meeting Schedule.

11. Future Meeting Schedule

a. Planning Committee of the Whole - A meeting will be held on Monday, December 15, 2014 at 9:00 a.m.
b. Committee of the Whole - A meeting will be held on Tuesday, December 16, 2014 at 9:00 a.m.
c. Committee of Adjustment - A meeting will be held on Thursday, January 15, 2015 at 9:00 a.m.
d. Council - A meeting will be held on Friday, January 16, 2015 at 9:00 a.m.
e. Planning Committee of the Whole - A meeting will be held on Monday, January 19, 2015 at 9:00 a.m.
f. Committee of the Whole - A meeting will be held on Tuesday, January 20, 2015 at 9:00 a.m.

12. Council in Closed Session

a. Council in Closed Session will be held, if required, for personal matters about identifiable individuals, including municipal or local board employees affecting the municipality or local board pursuant to Section 239(2) of the Municipal Act, 2001.

13. Confirming By-law

a. Consideration of a by-law to confirm the proceedings of Council.

14. Adjournment

a. Consideration of a resolution to adjourn.
1. **Call to Order**
   a. Mayor Murphy called the meeting to order at 9:02 a.m.

2. **Adoption of Agenda**
   a. Consideration of a resolution to adopt the agenda as amended.

   Resolution Number C-1-14/11/14

   Councillor Furniss - Councillor Edwards: Be it resolved that the Council Meeting agenda dated November 14, 2014 be adopted as amended to add:

   Item 9.a.5. Report from the CAO Re: Wellness Centre

   Item 12.a. Closed Session for personal matters about an identifiable individual, including municipal or local board employees

   Carried
3. **Disclosure of Interest**
   
a. None

4. **Receipt / Adoption of Minutes**
   
a. Consideration of a resolution to adopt the Council Meeting minutes held on October 17, 2014.

   Resolution Number C-2-14/11/14
   
   Councillor Edwards - Councillor Burgess: Be it resolved that the Council Meeting minutes dated October 17, 2014 be adopted.
   
   Carried

b. Consideration of a resolution to adopt the Committee of the Whole Meeting minutes held on October 21, 2014.

   Resolution Number C-3-14/11/14
   
   Councillor Baranik - Councillor Burgess: Be it resolved that the Committee of the Whole Meeting minutes held on October 21, 2014 be adopted.
   
   Carried

c. Consideration of a resolution to adopt the Planning Committee of the Whole Meeting minutes held on October 20, 2014.

   Resolution Number C-4-11/14/14
   
   Councillor Harding – Councillor McTaggart: Be it resolved that the Planning Committee of the Whole Meeting minutes held on October 20, 2014 be adopted.
   
   Carried

d. Consideration of a resolution to adopt the Special Council meeting minutes held on October 21, 2014.

   Resolution Number C-5-14/11/14
   
   Councillor Kruckel - Councillor Baranik: Be it resolved that the Special Council meeting minutes dated October 21, 2014 be adopted.
   
   Carried
5. **Delegations and Petitions**
   
a. Tom Millar attended at 10:35 am Re: Volunteerism.

   Tom Millar spoke of the importance of volunteerism to the community and thanked the Township for giving him the opportunity to participate and contribute as a volunteer on the Township’s Heritage Committee. Mr. Millar noted the Heritage Committee achievements during this term of Council.

   Mr. Millar requested that a meeting room at the municipal office be named the Heritage Committee Room. Mr. Millar indicated that he has submitted a nomination in this regard pursuant to Township Policy C-PD-07 (Asset Naming), outlined the rationale for the nomination and provided suggestions for recognizing heritage.

   Council held a discussion regarding the request, options for recognizing volunteers and thanked Mr. Millar and all volunteers in the Township. The Clerk indicated that pursuant to the Policy, a staff report will be presented at a future meeting with respect to the nomination request.

6. **Business Arising from the Minutes**
   
a. Report from the Clerk Re: Action Items from Committee of the Whole. A copy of the report is attached.

   Resolution Number C-6-14/11/14

   Councillor Harding    Councillor McTaggart: Be it resolved that the following recommendations be enacted for action:

   - October 20, 2014 Planning Committee of the Whole meeting recommendations 2 to 8,
   - October 21, 2014 Committee of the Whole meeting recommendations 2 to 10

   Carried

7. **Public Meetings**
   
a. **Other Public Meetings**

   1. None

   b. **Zoning Amendment Applications (in conjunction with Previously Heard Consent Application)**

   1. None
c. **Zoning Amendment Applications**

1. By-law 2014-125, ZBA-30/14, Poirier, Part of Lot 4, Concession 14, Parts 2 on Plan BR-655, Part 3 on Plan BR-572, (Medora), Roll #'s 4-8-060 & 4-8-061. A copy of the report is attached.

Mr. Allen explained the history, nature, and location of the application/property.

Submissions were received as follows:

i) Letter from the District Municipality of Muskoka, Planning and Economic Development Department. Mr. Allen read the letter, a copy of which is attached.

ii) Letter of support from Peter and Laura Dobrowolski. Mr. Allen read the letter, a copy of which is attached.

iii) Letter of support from Ricardo and Margarita Castillo. Mr. Allen read the letter, a copy of which is attached.

Mr. Greg Corbett, agent, Planscape, 104 Kimberley Ave., Bracebridge, ON, P1L 1Z8, attended the meeting. Mr. Corbett provided a review of the history and nature of the proposed development. He indicated they had no concerns implementing the recommendations included in the Fisheries Assessment into site plan control. However, he requested site plan control not be implemented as all recommendations are already required by the Department of Fisheries and Oceans. Mr. Corbett requested the wording of the by-law be amended so the Holding (H) zone would not be required and the by-law would only be in effect once the lots merged.

No one attended in support of or in opposition to the application.

Mr. Corbett confirmed for Council that the proposed docking complies with the Township’s Zoning By-law.

In response to Council’s question, Mr. Pink indicated staff was satisfied with the proposed revisions to the wording in the by-law and felt a Holding Zone (-H) would not be required.

8. **By-laws**

a. By-law 2014-125, Poirier, Part of Lot 4, Concession 14, Parts 2 on Plan BR-655, Part 3 on Plan BR-572, (Medora), Roll #'s 4-8-060 & 4-8-061

Resolution Number C-8-14/11/14

Councillor Baranik - Councillor Kruckel: Be it resolved that By-law 2014-125, to amend Comprehensive Zoning By-law 87-87, (Poirier, Roll #'s 4-8-060 & 4-8-061) be read a first and second time.

Carried
Prior to third reading, Council amended the by-law to not rezone the property to Waterfront Residential – Holding (WR5-H). The zoning of the property would remain Waterfront Residential (WR5). Council further amended the by-law to include provisions to permit two dwellings and a sleeping cabin on one lot, provided the subject lands merge in title and constitute one lot as shown on the schedule to the by-law.

Resolution Number C-9-14/11/14

Councillor McTaggart - Councillor Harding: Be it resolved that the Council of the Corporation of the Township of Muskoka Lakes amend By-law 2014-125, (Poirier, Roll #’s 4-8-060 & 4-8-061) and this amendment is minor in nature and does not require further public circulation and is hereby approved prior to third reading.

Carried

Resolution Number C-10-14/11/14

Councillor McTaggart - Councillor Harding: Be it resolved that By-law 2014-125, (Poirier, Roll #’s 4-8-060 & 4-8-061) be read a third time and finally passed.

Carried

b. By-law 2014-142, being a by-law to amend By-law 2006-100, to designate lands as being subject to site plan control, (Poirier, Roll # 4-8-060 & 4-8-061)

Resolution Number C-11-14/11/14

Councillor Edwards - Councillor Furniss: Be it resolved that By-law 2014-142, being a by-law to amend By-law 2006-100, to designate lands as being subject to site plan control, (Poirier, Roll #’s 4-8-060 & 4-8-061), be read a first, second and third time and finally passed.

Carried

c. By-law 2014-35, being a by-law to license Rooming Houses in the Township of Muskoka Lakes (This was recommended at the August 14, 2014 Planning Committee of the Whole meeting)

This by-law was not considered. Refer to item 10.a, Staff Report.

d. By-law 2014-14, being a comprehensive zoning by-law that regulates the use of all land and buildings in the Township of Muskoka Lakes.

This by-law was not considered. Refer to item 10.b, Staff Report.
e. By-law 2014-135 being a by-law to stop up, close and convey a portion of Original Road Allowance lying between Concessions C and D, in front of Lot 20, Medora, designated as Part 1 on 35R-24601, RABIE, 6-20-083 (Refer to Item 9.a.1. Senior Staff Reports for a resolution to declare the land surplus prior to consideration of this by-law.)

Resolution Number C-13-14/11/14

Councillor Edwards - Councillor Furniss: Be it resolved that By-law 2014-135 being a by-law to stop up, close and convey a portion of Original Road Allowance lying between Concessions C and D, in front of Lot 20, Medora, designated as Part 1 on 35R-24601, RABIE, 6-20-083 be read a first, second and third time and finally passed.

Carried

f. By-law 2014-150, being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a license agreement between the Ministry of Fisheries and Oceans Canada and the Corporation of The Township of Muskoka Lakes. (This item was presented at the October 17, 2014 Council meeting).

Resolution Number C-14-14/11/14

Councillor Baranik - Councillor Kruckel: Be it resolved that By-law 2014-150, being a by-law to authorize the Mayor and Clerk to execute and affix the Corporate Seal to a license agreement between the Ministry of Fisheries and Oceans Canada and the Corporation of The Township of Muskoka Lakes be read a first, second and third time and finally passed.

Carried

9. Senior Management Team Reports and Tenders

a. Senior Management Team Reports

1. Report from the Clerk Re: Declaration of Surplus Land for a portion of Original Road Allowance - RABIE, 6-2-083. A copy of the report is attached.

Resolution Number C-12-14/11/14

Councillor Baranik - Councillor Kruckel: Be it resolved that Township Council declare the following land surplus:

A portion of Original Road Allowance lying in between Concession C and D, Lot 20, (Medora) designated as Part 1 on Registered Plan 35R-24601, RABIE, 6-20-083.
And further that the Clerk is hereby instructed to dispose of the said property pursuant to Sections 8, 9 and 11 of the Municipal Act, 2001.

Carried


Resolution Number C-16-14/11/14

Councillor Edwards - Councillor Furniss: Be it resolved that Township Council approve the Lease Agreement between the Township of Muskoka Lakes and the Muskoka Lakes Museum for the use of office space at the Duke House, as presented in the staff report dated November 14, 2014;

AND further that the Mayor and Clerk be authorized to execute and affix the Corporate Seal to the Lease Agreement on behalf of the Municipality.

AND further that alternate options be explored.

Carried

Council discussed rental space at the Duke House and the associated costs during the winter. It was the consensus of Council to proceed with the lease for this season and that options be examined for future years.


Councillor Nishikawa read aloud correspondence from Chief Philip Franks of the Wahta Mohawks to Premier Kathleen Wynne and Prime Minister Stephen Harper regarding the Bala Portage, a copy of which is attached.

Additional correspondence from the Minister of the Environment to Chief Franks was also circulated as an addition to the staff report.

Council discussed the matters outlined in the report and correspondence. It was the consensus of Council for staff to write a letter as per the report, with the additional request for the province to provide details of consultation with the Wahta Mohawks and to ask for consultation with the municipality going forward.


Resolution Number C-15-14/11/14

Councillor Furniss - Councillor Edwards: WHEREAS the Council of the Township of Muskoka Lakes recognizes the need for attainable housing;
AND WHEREAS allocating funding is an ongoing challenge given the range of budget pressures;

AND WHEREAS annual expenditures vary based on the number of applications each year;

AND WHEREAS in any given year there may be an uncommitted budget balance in the Attainable Housing Account;

NOW THEREFORE BE IT RESOLVED that an Attainable Housing Reserve account be established;

AND THAT any year-end uncommitted balance in the Attainable Housing account be transferred to the Reserve.

Carried

5. Report from the CAO Re: Wellness Centre. A copy of the report is attached.

The Clerk highlighted the report in absence of the Interim CAO.

Mr. Brock Napier, who was in attendance, was permitted to address Council. He spoke to the costs associated with the transfer of lands and the development of leases.

Council supported option 1, that the Township fund the legal costs from the Township’s 2014 legal budget.

Resolution Number C-7-14/11/14

Councillor Furniss - Councillor Kruckel: Be it resolved that Council identify Option 1 as appropriate for funding the legal costs to-date;

AND THAT Council direct staff to bring back a policy with respect to how future costs related to the Brock & Willa Wellness Centre and the specific uses on the site are to be funded.

Carried

b. Tenders

1. None

10. New and Unfinished Business

Mr. Pink reviewed his report for Council.

It was the consensus of Council to defer this matter to provide staff an opportunity to review the comments from the Township solicitor.


Mr. Pink reviewed his report for Council.

It was the consensus of Council to defer consideration of this by-law to early in the new term of Council.

Councillor Burgess thanked the Mayor and Council, Township Committees, municipal staff and the community for their support and expertise during the past four year term of Council.

Mr. Sandy Currie, who was in attendance, was permitted to address Council. Mr. Currie thanked the Mayor and Council for their efforts over the past four years. On behalf of the Moon River Property Owners Association, he presented Mayor Murphy with a plaque in appreciation for her leadership and accomplishments during her four year term.

c. Consideration of a Resolution Re: Bala Heritage Conservation District – Funding a potential appeal.

Resolution Number C-17-14/11/14

Councillor Burgess - Councillor Edwards: WHEREAS the Council of the Township of Muskoka Lakes recognized the importance of creating a Bala Heritage District;

AND WHEREAS a considerable amount of time and public resources have gone into creating the Bala Heritage District;

AND WHEREAS Council approved the Heritage District By-law at the Council meeting of October 17, 2014;

AND WHEREAS there is a 30 day appeal period which ends December 5, 2014 at 4:00pm;

AND WHEREAS the potential number of appeals to the By-law and the nature of any appeals is unknown;

AND WHEREAS allocating funding is always a challenge given the range of budget pressures;
AND WHEREAS it is anticipated that there will be sufficient uncommitted funds that were budgeted in 2014 for legal expenses;

NOW THEREFORE BE IT RESOLVED that a Bala Heritage District Professional Fees Reserve account be established;

AND THAT $40,000 of any uncommitted balance in the Legal accounts be transferred to the Professional Fees Reserve.

Carried.

d. District of Muskoka Updates.

Councillor Nishikawa – District Community Services Committee update included applications for funding of housing projects.

Councillor Edwards – District Planning and Economic Development Committee update indicated that a report was coming forward to District Council regarding the Muskoka Airport.

Sandy Tozer-Spence, who was in attendance, was permitted to address Council. On behalf of the Muskoka Lakes Association, she thanked the Mayor and Council for their efforts during their term of Council and recognized their accomplishments.

11. Future Meeting Schedule

a. Inaugural Council - A meeting will be held on Monday, December 1, 2014 at 11:30 a.m.

b. Committee of Adjustment - A meeting will be held on Thursday, December 11, 2014 at 9:00 a.m.

c. Council - A meeting will be held on Friday, December 12, 2014 at 9:00 a.m.

d. Planning Committee of the Whole - A meeting will be held on Monday, December 15, 2014 at 9:00 a.m.

e. Committee of the Whole - A meeting will be held on Tuesday, December 16, 2014 at 9:00 a.m.

12. Council in Closed Session

a. Council in Closed Session was held for litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and for personal matters about an identifiable individual, including municipal or local board employees
pursuant to Section 239(2) of the Municipal Act, 2001.

Resolution Number C-18-14/11/14

Councillor Edwards - Councillor Furniss: Be it resolved that Closed Session convene at 11:27 a.m. for litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and for personal matters about an identifiable individual, including municipal or local board employees pursuant to Section 239(2) of the Municipal Act, 2001.

Carried

Councillor Edwards left the Council Chambers at 11:28 am and returned at 11:29 am.

Mayor Murphy left the Council Chambers at 11:30 am and returned at 11:47 am.

Councillor Nishikawa left the meeting at 12:04 pm.

Councillor Brent left the Council Chambers at 12:05 pm and returned at 12:07 pm.

Resolution Number C-19-14/11/14

Councillor Edwards - Councillor Furniss: Be it resolved that Closed Session reconvene at 12:08 p.m. to report on matters arising from Closed Session.

Carried

There was no report to Council arising from Closed Session.

13. **Confirming By-law**

a. Consideration of a by-law to confirm the proceedings of Council.

Resolution Number C-20-14/11/14

Councillor Edwards - Councillor Burgess: Be it resolved that By-law 2014-143 to confirm the proceedings of Council be read a first, second and third time and finally passed.

Carried
14. **Adjournment**

   a. Consideration of a resolution to adjourn.

   Resolution Number C-21-14/11/14

   Councillor Edwards - Councillor Furniss: Be it resolved that Council adjourn at 12:10 p.m. and the next regular meeting of Council will be held on Friday, December 12, 2014 at 9:00 a.m. in the Council Chambers, Municipal Offices in Port Carling, Ontario.

   Carried

   

   Mayor Alice Murphy                         Cheryl Mortimer - Clerk
The Inaugural Meeting of Council for the Township of Muskoka Lakes was held on Monday, December 1, 2014, at 11:30 a.m. at the Port Carling Memorial Community Centre – Upper Hall, Port Carling, Ontario.

PRESENT:

OFFICIALS PRESENT:

Mayor Don Furniss  - Interim CAO
C. Harris
C. Mortimer - Clerk

COUNCILLORS:

Jean-Ann Baranik  - Community Economic Development Coordinator
L. McMurray

Linda Barrick-Spearn  - Development Services Coordinator
N. Donald

Sandy Currie  - Director of Public Works
J. Krynicki

D. Pink - Director of Planning

Allen Edwards  - Fire Chief
R. Hayes

Phil Harding  - Deputy Fire Chief
H. Baranik

Donelda Kruckel  - CEO / Chief Librarian
C. Duck

L. McMurray

Terry Ledger  - Clerk’s Assistant
T. Guthrie

Gault McTaggart

Ruth Nishikawa

1. Meeting Called to Order by Interim CAO Clayton Harris

a. The meeting was called to order by the Interim CAO at 11:30 a.m. pursuant to Section 230 of the Municipal Act, 2001 and Section 2.a. of Township of Muskoka Lakes Procedural By-law 2006-11, as amended. He welcomed all those in attendance.

The singing of the National Anthem was led by Jenna Swadzba, Glen Orchard Public School grade 8 student.

2. Declaration of Election by Clerk Cheryl Mortimer

a. The Clerk greeted those in attendance and officially declared the successful candidates to the Offices of Mayor and Members of Council for the Township of Muskoka Lakes 2014 to 2018 term of Council as follows:

For the Office of Mayor:  Don Furniss

For the Offices of District and Township Councillor:

Ward A -  Ruth-Ellen Nishikawa
Ward B -  Allen Edwards
Ward C -  Phil Harding
For the Offices of Township Councillor:

Ward A - Sandy Currie and Donelda Kruckel
Ward B - Linda Barrick-Spearn and Gault McTaggart
Ward C - Jean-Ann Baranik and Terry Ledger

The Clerk congratulated the Mayor and Council Elect on being elected to office.

3. **Declaration of Office to Mayor Elect and Council Elect by James I. McIntosh, Barrister and Solicitor**
   a. Mr. McIntosh administered the Declaration of Office for the Mayor Elect and Council Elect following which the Declarations were signed.

4. **Presentation of Chain of Office to Mayor Don Furniss by Clerk Cheryl Mortimer**
   a. On behalf of the Township, the Clerk presented the Chain of Office to Mayor Furniss.

5. **Invocation by the Reverend Sue Woods**
   a. Rev. Woods provided a prayer for the newly elected Mayor and Council.

6. **Introduction of Municipal Officials by Interim CAO Clayton Harris**
   a. The Interim CAO introduced the Municipal Officials present to the Mayor and members of Council and to the public as follows:

   Clerk/Deputy Treasurer    Cheryl Mortimer
   Director of Planning     David Pink
   Development Services Coordinator   Neil Donald
   Director of Public Works    Jason Krynicki
   Fire Chief                Richard Hayes
   Deputy Fire Chief     Harry Baranik
   Community Economic Development Coordinator Lisa McMurray
   Chief Librarian      Cathy Duck
   Interim Chief Administrative Officer Clayton Harris

   The Interim CAO congratulated the Mayor and members of Council and turned the proceedings of the meeting over to Mayor Furniss as presiding officer for Township Council.

7. **Inaugural Address by Mayor Don Furniss**
   a. Mayor Furniss delivered his Inaugural Address to members of Council, staff, invited guests, the public and media, a copy of which is attached.
He thanked everyone for their support and announced that Councillor Jean-Ann Baranik would assume the role of Deputy Mayor for the Township of Muskoka Lakes.

8. **By-law to Appoint a Deputy Mayor**

a. Consideration of a By-law to appoint a Deputy Mayor for the Township of Muskoka Lakes

Resolution Number IC-1-01/12/2014

Councillor Currie - Councillor Nishikawa: Be it resolved that By-law 2014-145, being a by-law to appoint a Deputy Mayor for the Corporation of the Township of Muskoka Lakes, be read a first, second and third time and finally passed.

Carried

9. **Confirming By-law**

a. Consideration of a by-law to confirm the proceedings of Council.

Resolution Number IC-2-01/12/2014

Councillor McTaggart - Councillor Kruckel: Be it resolved that By-law 2014-146, being a by-law to confirm the proceedings of the Inaugural meeting of Council held on Monday December 1, 2014 be read a first, second and third time and finally passed.

Carried

10. **Adjournment**

a. Consideration of a resolution to adjourn.

Mayor Furniss thanked all those in attendance and extended an invitation to the reception following adjournment.

Resolution Number IC-3-01/12/2014

Councillor Nishikawa - Councillor McTaggart: Be it resolved that this Inaugural meeting of Council adjourn at 12:10 p.m.

Carried
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

MINUTES - SPECIAL COUNCIL MEETING

Wednesday, December 3, 2014

A Meeting of Special Council was held on Wednesday, December 3, 2014, at 9:00 a.m. in the Council Chambers, Municipal Offices, Port Carling, Ontario.

PRESENT:
OFFICIALS PRESENT:
Mayor Don Furniss C. Harris - Interim CAO
C. Mortimer - Clerk
COUNCILLORS:
Jean-Ann Baranik D. Pink - Director of Planning
Linda Barrick-Spearn N. Donald - Development Services Coordinator
Sandy Currie T. Guthrie - Clerk’s Assistant
Allen Edwards, left at 11:15 am R. Hayes - Fire Chief
Terry Ledger J. Krynicki - Director of Public Works
Gault McTaggart L. McMurray - Community Economic Development Coordinator
Ruth Nishikawa, arr. at 9:28 am L. Forbes - Planning Assistant

REGRETS:
Phil Harding
Donelda Kruckel

1. Call to Order
   a. Mayor Furniss called the meeting to order at 9:02 a.m.

2. Adoption of Agenda
   a. Consideration of a resolution to adopt the agenda.

   Resolution Number SC-1-3/12/14

   Councillor McTaggart - Councillor Currie: Be it resolved that the Special Council Meeting agenda dated December 3, 2014 be adopted.

   Carried

3. Disclosure of Interest
   a. Former Mayor Murphy had disclosed a pecuniary interest at the November 14, 2014 Council in Closed Session meeting.

   b. Former Councillor Brent had disclosed a pecuniary interest at the November 14, 2014 Council in Closed Session meeting.
4. **Delegations and Petitions**

a. None

5. **Items of Business**

a. Discussion and consideration of resolutions Re: Committee Appointments

The Interim CAO updated Council on the status of the Treasurer recruitment process.

Resolution Number SC-2-3/12/14

Councillor McTaggart - Councillor Barrick-Spearn: Be it resolved that the Treasurer Interview Committee for the Township of Muskoka Lakes be comprised of;

Mayor Don Furniss  
Councillor Ledger  
Councillor Currie  
Interim CAO Clayton Harris

Carried

b. By-law 2014-147, being a by-law to appoint members to the Committee of Adjustment for the Township of Muskoka Lakes (Council Members).

Mayor Furniss announced that the Council members on the Committee of Adjustment would be Councillors Jean-Ann Baranik and Allen Edwards.

Resolution Number SC-3-3/12/14

Councillor Barrick-Spearn - Councillor McTaggart: Be it resolved that By-law 2014-147, being a by-law to appoint members to the Committee of Adjustment for the Township of Muskoka Lakes (Council Members) be read a first, second and third time and finally passed.

Carried

c. By-law 2014-148, being a by-law to appoint members to the Committee of Adjustment for the Township of Muskoka Lakes (Citizen Member).

Mayor Furniss announced that the citizen members on the Committee of Adjustment would be Susan Benson, Mary Grady and Greg Knight.
Resolution Number SC-4-3/12/14

Councillor McTaggart - Councillor Barrick-Spearn: Be it resolved that By-law 2014-148, being a by-law to appoint members to the Committee of Adjustment for the Township of Muskoka Lakes (Citizen Member) be read a first, second and third time and finally passed.

Carried

d. Council Orientation Presentation. A copy of the presentation is attached.

Councillor Nishikawa arrived to the meeting at 9:28 am.

The Interim CAO provided a PowerPoint presentation to Council providing a high level overview of the municipality including municipal context and statistics, municipal governance, role of the Mayor and Members of Council, role of the CAO, insurance / indemnification and remuneration / benefits.

The Director of Planning reviewed a site plan application for a tourist resort or private camp redevelopment to describe the complexity of a typical Planning application including various legislative requirements.

The Community Economic Development Coordinator provided an overview of the complexities in organizing a special event in the municipality and reviewed the applicable legislation, agencies and other jurisdictions involved in an event.

The Clerk overviewed matters related to Council membership including the procedure by-law, open and closed meetings, code of conduct, Municipal Conflict of Interest and Municipal Freedom of Information and Protection of Privacy.

Councillor Edwards left the meeting at 11:15 am.

Senior Management answered questions in regard to assessment values, council liability, electronic device allocations and council expenses. It was the consensus of Council for the CAO to review and report back in regard to the electronic device allocation for members of Council.

e. Consideration of a resolution Re: Tag Days - Salvation Army. A copy of the correspondence is attached.

The Clerk highlighted the Rotary Club of Bracebridge - Muskoka Lakes’ request to hold four Salvation Army Christmas Kettle drives in the Township. She indicated that the current policy allows eligible groups one tag day event per year.
Resolution Number SC-5-3/12/14

Councillor Barrick-Spearn - Councillor McTaggart: Be it resolved that Township Council waive standard 2. of Township Policy C-CAO-14 (Directive on Fundraising Campaigns) to permit the request from the Rotary Club of Bracebridge - Muskoka Lakes to facilitate the Salvation Army Christmas Kettle Fundraising program in the Township of Muskoka Lakes.

Carried

6. **Closed Session**

a. Council in closed Session was to be held, if required, for personal matters about identifiable individuals, including municipal or local board employees, pursuant to Section 239(2) of the Municipal Act, 2001. Closed session was not held.

7. **Confirming By-law**

a. Consideration of a By-law to confirm the proceedings of Special Council.

Resolution Number SC-6-3/12/14

Councillor Ledger - Councillor Currie: Be it resolved that By-law 2014-149 to confirm the proceedings of Special Council be read a first, second and third time and finally passed.

Carried

8. **Adjournment**

a. Consideration of a resolution to adjourn.

Resolution Number SC-7-3/12/14

Councillor Currie - Councillor McTaggart: Be it resolved that Special Council adjourn at 11:45 a.m. and the next regular meeting of Council will be held on Friday, December 12, 2014 at 9:00 a.m. in the Council Chambers, Municipal Offices in Port Carling, Ontario.

Carried
BY-LAW 2014-134

ISHKAUGUA ISLAND TRUST No. 1
The lands affected are described as Part of Newton or Ishkaugua Island, Lake Rosseau, (in the former Township of Medora), now the Township of Muskoka Lakes, more particularly described as Parts 1 to 10, RP 35R22543. The lands are presently in the ownership of Meghan Robertson Trustee, Myrette Robertson Trustee, and Ishkaugua Island Trust No. 1 (4-26-062-02).

The applicants wish to construct three separate structures that are intended to function collectively as one Dwelling Unit. The three proposed structures include: a 4,163 square foot kitchen/dining/living building, an 870 square foot master bedroom building, and a 1,720 square foot bedroom building. All buildings will have washroom/sanitary facilities. Normally, a Dwelling Unit (i.e. Kitchen, bedrooms, washroom, living room, etc.) is entirely contained within one building. An existing dock is presently located on the affected lands.

The purpose of this by-law is to provide an exemption to Sections 8.37 and 8.38 of By-law 87-87, as amended, being the definition of a Dwelling Unit as being located within one building.

This by-law will have the effect of permitting a dwelling unit to consist of three separate structures.
TO: Mayor Furniss and Members of Council

MEETING DATE: December 12th 2014

SUBJECT: By-law 2014-134, ZBA-33/14, Robertson/Ishkaugua, Part of Newton or Ishkaugua Island, Lake Rosseau (Medora), Parts 1 to 10, RP 35R-22543 Roll # 4-26-062-02

RECOMMENDATION: That By-law 2014-134 (Robertson/Ishkaugua) be given three readings, subject to minor amendments requiring:

1) Wording to prohibit interior alterations to all structures, and floor plans be added as a schedule

2) The heights and sizes of all buildings be reduced

APPROVALS:

Submitted By: R. Allen, Senior Planner 08/12/14 Original signed by R. Allen

Approved By: D. Pink, Director of Planning 08/12/14 Original signed by D. Pink

Acknowledged: C. Harris, Interim CAO 08/12/14 Original signed by C. Harris

ORIGIN

BACKGROUND

Particulars of Property:
Lot Frontage 520 feet (738 feet assessed)
Lot Area 2.66 acres (115,878 square feet)
Proposed Exemptions:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Requirement</th>
<th>Proposed Exemption</th>
<th>Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.37, 8.38</td>
<td>Definition of Dwelling Unit or Dwelling, Dwelling Unit, Single Family</td>
<td>A dwelling unit or dwelling means one or more habitable rooms with sanitary facilities and one kitchen.</td>
<td>A dwelling unit or dwelling means three separate habitable buildings with sanitary facilities and one kitchen that function collectively as one dwelling unit.</td>
<td>Permit three separate buildings to function as one dwelling unit.</td>
</tr>
</tbody>
</table>

**BACKGROUND**

**PLANNING DATA**

Official Plan Designation: Waterfront

By-law 87-87 Zoning: Island Residential (WR3-7)

Schedule No.: 29

Access: Water access

Neighbouring Uses: Island Residential, Waterbody Open Space

Original Shore Road Allowance: Not Applicable

Fisheries Resource: Type II General Fish Habitat

Civic Address: 1 Island Ishkaugua

**PLANNING CONSIDERATIONS**

1. **Background**

   The purpose of this application is to permit the construction of a dwelling that is composed of three separate buildings.

   The applicants are proposing to construct a new dwelling consisting of three separate buildings that will function collectively as one dwelling unit. One building will function as the kitchen/living/dining room, another as a master bedroom building, and the third building as a bedroom building.

2. **Provincial Policy Statement**

   The Provincial Policy Statement, 2014 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. This application has been reviewed against the PPS, and is consistent with it.
3. **District of Muskoka Official Plan**

The subject site is designated Waterfront in the District Official Plan. Generally within the Waterfront Area recreation and the protection and enhancement of the environment are important policy issues. What follows are some policy excerpts from the District Official Plan that relate to the application.

*D.20 The maintenance of the shoreline of lakes and rivers is key to preserving the quality of the natural and cultural heritage of Muskoka within the Waterfront designation. Tree cover, vegetation and other natural features are encouraged to be retained to uphold the visual and environmental integrity of the Waterfront. Where development is proposed, a natural, substantially undisturbed buffer is recommended at the water’s edge to generally meet a target of 8 metres (26 feet) in width for three-quarters of the water frontage.*

*D.24 Shoreline development consists of single unit dwellings and accessory buildings and structures located on individual lots which are situated in a linear fashion along the shoreline.*

*D.17 The Waterfront is a sensitive area and as such permitted uses are limited to:*

* a) Single unit residential dwellings*

4. **Township of Muskoka Lakes Official Plan**

The subject property is designated Waterfront in the Official Plan. Generally the policies of this Section encourage the protection of waterfront character, and the environment. One of the main objectives of the Waterfront designation is to ensure that built form does not dominate the natural shoreline. The policies encourage low-density residential development to achieve this objective. Official Plan Policies are quite firm with respect to density.

*Section B.2.4 states that limiting density of buildings and structures in the Waterfront area is important in protecting the character of the Waterfront area. Strict adherence to policies limiting density related to these factors is paramount.*

*Section B.5.2 states that natural form should dominate the character of the Waterfront. Natural shorelines may visually screen development viewed from the water and buffer uses. Shorelines shall be encouraged to be maintained in a predominantly natural state with tree cover and ground vegetation retained as development occurs.*

*Section B.5.8 states that waterfront lots should be of sufficient dimension and size to accommodate the use proposed, related structures, and services within acceptable standards. As such, a variety of lot sizes, water frontages, setbacks, and structural limitations are expected in recognition of the natural and built influences in the Waterfront.*

*Section B.5.12 states that shorelines of all lakes listed in Schedule J to the Official Plan are considered significant within the context of Section 34(1) of the Planning Act. As such, the locating or using of buildings or structures is generally prohibited in such areas. The front yard setbacks, as detailed in an implementing comprehensive zoning by-law, are established in recognition of:*

* a) Requirement of a shoreline vegetative buffer;*

* b) Minimizing the dominance of the built form on the natural environment;*

* c) Maintenance of privacy and noise attenuation especially on properties fronting onto a narrow waterbody;*

* d) Maintenance of aesthetic qualities of the waterfront; and,*)
e) Protection of natural habitat and minimizing environmental impact in the foreshore area.

Section B.5.13 states that land based buildings and structures (unless otherwise specified in the Plan) shall be located a minimum of 20 metres (66 feet) from the normal or controlled high water mark of a waterbody.

Section B.5.47 states that structurally, high profile development shall generally not be permitted. The height of any structure should be appropriate to its setting and terrain, including slope, tree cover, setbacks, and architecture and generally not exceed the height of the tree canopy.

Section B.10.1 states that development on the waterfront must be carefully controlled and monitored to maintain the character of the Waterfront area. Character of the Waterfront is not only a result of built size and form but also the number of habitable buildings, setbacks, shoreline vegetative cover, height, shoreline structures, and historical lake development.

Section B.10.3 states that one dwelling and one sleeping cabin shall be permitted per residential property, where the lot dimensions are appropriate.

Section B.10.10 states that residential development shall generally take one of two forms:

a) linear development, consisting of individual dwellings situated along the shoreline which constitutes traditional development form; and,

b) backlot development, consisting of individual dwellings within the Waterfront designation, separated from a waterbody by a legally separate developable piece of patented land.

Section F.1.6.4 states that in considering applications, the potential impact of similar approvals will be considered. The cumulative impact of amendments on this and other lands will be considered to have greater weight than site specific considerations.

5. **Zoning By-law**

The required exemptions from Zoning By-law 87-87 are outlined in the introductory section of this report. The amendments to the Zoning By-law are required in order to permit three separate buildings to be considered as one dwelling unit.

The subject property is zoned Waterfront Residential Island (WR3-7) and is located on Lake Rosseau. Zoning By-law 87-87 defines a dwelling unit as a separate building having one or more habitable rooms, sanitary facilities, and one kitchen.

6. **Site Characteristics**

Staff inspected the subject property on October 28th, 2014. The property is located on Ishkaugua Island on Lake Rosseau. No structures are located on the property with the exception of an existing 40 x 20 foot dock. An existing 1.5 metre walkway and stone stairs lead from the dock to the centre of the property.

The site rises approximately 13 metres from the shoreline towards the centre of the lot. The shoreline has substantial rock outcroppings and the vegetation consists of sparsely scattered deciduous and coniferous tree species of various sizes and heights. The area above the shoreline is relatively flat and is well treed with large, mature conifers and many smaller deciduous tree species.
Stepping Stone Island is the closest neighbouring island to Ishkaugua Island (±110 metres) and is not visible from the subject property because of its eastern location. Bohemia Island is located ±300 metres from Ishkaugua Island and is visually across from subject lands. The closest mainland point visible from the subject property is Armstrong Point which is ±460 metres from the subject lands.

7. Ishkaugua/Newton Island

Ishkaugua Island is 11 acres in size and is divided into 4 separate lots ranging in size from 2.16 acres to 3.46 acres. An existing one-storey dwelling and a two-storey boathouse with sleeping cabin are located on the southwest lot and a one-storey boathouse is located on the northeast lot.

8. Separate Buildings Defined as One Dwelling Unit

The Zoning By-law defines *dwelling/dwelling unit* as a separate building containing one dwelling unit that has one or more habitable rooms with sanitary facilities and one kitchen. The Zoning By-law defines a *sleeping cabin* as a building without a kitchen designed for the overnight accommodation of the traveling or vacationing public. The Zoning By-law also permits only one dwelling and one sleeping cabin per lot.

The applicant is proposing to construct three separate buildings that will function collectively as one dwelling unit where no building will function as a single dwelling unit on its own. The site plan also indicates the applicant is proposing to construct a future two-storey boathouse with sleeping cabin above.

The three buildings proposed to be defined as one dwelling include a kitchen/living/dining room building, a master bedroom building and a bedroom building. The kitchen/living/dining building provides cooking, eating and entertainment space and contains the only kitchen facilities on the property. The two bedroom buildings provide sleeping space and each contain bathroom facilities.

A strict reading of the Zoning By-law indicates the living/kitchen/dining building meets the definition of a *dwelling/dwelling unit* and the two bedroom buildings meet the definition of a *sleeping cabin*. An alternative approach to evaluating this application would be to consider the living/kitchen/dining building as the main dwelling and the two bedroom buildings as two sleeping cabins (three sleeping cabins if the future boathouse is considered). The Official Plan policies are clear that only one sleeping cabin and one dwelling are permitted per lot and an Official Plan amendment is required to permit more than one dwelling unit or one sleeping cabin on a lot. However, due to the internal design of the buildings, the application considers allowing three buildings as one.

Given the request to define three separate buildings as one dwelling unit, there is a potential that the bedroom buildings could be renovated or altered over time to become dwelling units if kitchen or cooking facilities are installed. There is also a potential to add future formal bed spaces to the kitchen/living/dining room building.

Staff would recommend if Council is considering approval, wording be added to the By-law that prohibits interior alterations for the addition of cooking or kitchen facilities in the bedroom and master bedroom buildings and the addition of bedrooms or sleeping space in the kitchen/living/dining building. Construction of future additional storeys could also be prohibited.
and the floor plans added as a schedule to the By-law. Staff would note that this approach can be difficult to monitor/enforce.

9. **Building Size**

The Zoning By-law limits the maximum habitable floor area of a residential dwelling to 7,500 square feet and the maximum floor area of a sleeping cabin to 650 square feet.

The applicants are proposing three separate buildings with a cumulative habitable floor area of 6,753 square feet, including a 4,163 square foot kitchen/living/dining building, an 870 square foot master bedroom building, and a 1,720 square foot bedroom building.

The applicant’s agent indicated the rational for proposing three separate buildings as one dwelling unit is due to concerns regarding the impacts (i.e. visual and natural) of constructing one large dwelling on the property. As an alternative to one large building, the applicants believe that three separate buildings designed and laid out to blend in with existing topography are more appropriate and sympathetic to the site conditions of the property.

Although staff recognize the cumulative habitable floor area of the three proposed buildings is 747 square feet less than the permitted 7,500 square foot maximum for a dwelling unit, and the applicants are proposing to preserve as many mature trees on the site to the extent possible, it is interesting to note that the three relatively large structures, when factoring in a reasonable buffer around said structures, may result in more disturbance, tree removal and site alteration on the site that one large structure. Although less than 7,500 square feet, staff does have some concern with the size of the buildings proposed, and the potential alternative uses in the future. A ±4,000 square foot building with the sole function for cooking/living/dining is large. Staff’s preference would be a reduction in building size.

10. **Building Height**

In a Waterfront Residential Island (WR3-7) zone, the Zoning By-law limits the maximum height of the main dwelling to 35 feet and the height of accessory structures, including sleeping cabins to 20 feet. The Zoning By-law requires height to be measured from the lowest finished ground surface at the exterior of the building to the highest point of the roof.

The three proposed buildings range in height from 34 feet for the one-storey kitchen/living/dining room and the two-storey bedroom building and 28 feet for the one-storey master bedroom building. Due to the sloping grade of the site towards the shoreline, combined with the placement of the buildings extending down the slope, the measured height of the buildings increases towards the shoreline where the ground level slopes away, even though the elevation of the roof remains constant. If the buildings were located back from the slope on more level ground the measured height of the buildings would decrease.

If the three separate buildings are defined as one dwelling unit the maximum permitted height of the main building and therefore for each separate building would be 35 feet. Normally only one structure on a Waterfront Residential Island (WR3-7) zoned lot would be permitted at a height of 35 feet, all other accessory buildings would be limited to 20 feet.

Two of the proposed buildings are within 1 foot of the maximum permitted height and all three buildings exceed 20 feet in height. Both the Official Plan and Zoning By-law are clear there is a strong desire to reduce the impact of density along the lake shore and impact of built form.
Discussions with the applicant’s agent suggested that there was willingness to reduce the height of the kitchen/living/dining room building.

Staff have concern with the height of the proposed buildings and recommend reducing the height of all structures.

11. Lot Coverage

The Zoning By-law limits the maximum lot coverage to 10% of the total lot area and a maximum 10% coverage in the area within 200 feet of the high water mark.

The subject property is 2.66 acres. The total lot coverage of the three proposed buildings is 5.3% (6,188 square feet). The lot coverage within 200 feet of the high water mark is approximately 6%. If the future 2,443 square foot two-storey boathouse is considered the total lot coverage increases to 7.5%, and approximately 8.5% coverage within 200 feet of the high water mark.

Staff recognize the total lot coverage and the coverage within 200 feet of the high water mark is below the 10% maximum coverage limit.

12. Site Plan Control

The proposed development is currently subject to site plan control.

13. Precedent/Previous Approvals

It should be noted that staff do have concern in regards to precedent by allowing essentially one dwelling and three sleeping cabins on one lot. What is proposed is relatively unique though. In staff’s opinion, it is unlikely this type of development concept will become popular, as it poses inconveniences to those who utilize it. It is debatable, therefore whether or not the Township will experience many similar type proposals.

That said, there have been a few similar proposals in the past. In 1995, a property on Tobin’s Island received zoning approval to define four buildings as one dwelling unit in order to construct a separate sleeping cabin. In 2001, a property on Young Lake also received planning approvals to define two separate buildings as one dwelling in order to rebuild. In 2011, an undersized island on Lake Rosseau was permitted a similar concept, with 5 separate buildings defined as one dwelling unit.

14. By-law Administration

This is a difficult application. As per Official Plan policy, staff and the Township have been consistent in not permitting more than one dwelling and one sleeping cabin per lot, unless the lot is oversized. The Official Plan, however, does not define a dwelling unit or sleeping cabin. Based on the floor plans submitted, cumulatively the buildings would appear to function as one dwelling. The size of the lot and Ishkaugua Island are also large, with ample frontage which reduces impacts. Provided the buildings are reduced in height and size, and future interior alterations are prohibited, staff can support the By-law. There are still however, concerns with enforcement and precedent.
West side of Ishkaugua Island looking east from water

West side of Ishkaugua Island looking east from dock
Location of master bedroom building looking east

Location of master bedroom building looking north
Location of kitchen/dining/living building looking south

Location of kitchen/living/dining building looking north
Location of bedroom building looking south west

Location of bedroom building looking west
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW 2014-134

Being a By-law to amend Comprehensive Zoning By-law 87-87, as amended, in the Township of Muskoka Lakes

WHEREAS the authority to pass this by-law is provided by Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13 and amendments thereto;

AND WHEREAS By-law 87-87 was enacted by the Corporation of the Township of Muskoka Lakes to regulate land use within the Municipality;

AND WHEREAS the Council of the Corporation of the Township of Muskoka Lakes deems it advisable to further amend By-law 87-87;

NOW THEREFORE the Council of the Corporation of the Township of Muskoka Lakes enacts as follows:

1. Section 9 of By-law 87-87 is hereby further amended by the addition of the following subsection:

87-1606 i) The lands affected are described as Part of Newton or Ishkaugua Island, Lake Rosseau, in the former Township of Medora, now in the Township of Muskoka Lakes, more particularly described as Parts 1 to 10, RP 35R22543, as shown hatched on Schedule I to By-law 2014-134.

ii) Despite the provisions of Sections 8.37 and 8.38 of By-law 87-87, as amended, for those lands described above, three separate buildings shall be defined as one Dwelling Unit, as shown in the location and extent on Schedule II to By-law 2011-134.

All other provisions of By-law 87-87 apply.

2. Schedules I and II attached hereto are hereby made part of this By-law.

READ A FIRST AND SECOND TIME this 12th day of December, 2014.

READ A THIRD TIME AND FINALLY PASSED this 12th day of December, 2014.

Mayor, Don Furniss

Cheryl Mortimer, Clerk
November 4th, 2014

Township of Muskoka Lakes
Box 129
Port Carling, Ontario
POB 1J0

To the Mayor & Members of Council:

Reference: Zoning By-law Amendment Application, Ishkaugua Island, Lake Rosseau

We have long cherished and respected the natural beauty of Muskoka. With this in mind, we have sought to build a summer family retreat that not only can accommodate our large and multi-generational family, but also respects and reflects the natural and untouched landscape of Ishkaugua Island and Lake Rosseau.

Our current structures were purposefully sited and designed to be as sensitive to the terrain and as unobtrusive as possible, and it is our intent to continue this architectural philosophy in our final phase of building on the island.

We have taken seriously the responsibility of maintaining the island’s varied and healthy forest. Since owning Ishkaugua Island, we have employed a professional arborist who has helped us to manage our trees’ health as well as to provide us with advice about the most effective way to manage past and future building projects on the island. Indeed we have concluded that three thoughtfully sited buildings would be less invasive than felling trees for one, much larger building.

We have also taken to heart the importance of keeping a visually low impact of our buildings given our island’s location on southern Lake Rosseau. We are conscious that our island and this specific site, chosen to capture the expansive northwest water views and sunsets, are visible for several miles on the lake. We greatly appreciate the wooded shoreline of Muskoka and are intent on preserving a similar natural look through careful siting and continuing the theme of low roof-lined architecture, largely hidden behind majestic trees, that has been achieved with our other buildings on the island. This is particularly important given the proposed siting, which when the summer sun sets is literally illuminated by the sun and can be seen from miles across the lake. This precluded us from building a two-storey cottage. If any neighbours or boaters can see our buildings, it will only be a glimpse and only because they are looking very carefully. In this respect we hope to achieve the same result as the natural path that we created down to our swim dock, which is all but invisible unless you are on our island.

Thank you very much for your consideration of these plans.

Sincerely,

Stewart and Tori Robertson
BY-LAW 2014-136

CLARKE
EXPLANATION OF THE PURPOSE AND EFFECT OF
ZONING BY-LAW AMENDMENT

ZBA-34/14, BY-LAW 2014-136, CLARKE, ROLL # 4-15-011

The lands affected by this amendment are described as Concession 10, Part of Lot 27 (in the former Township of Medora), now the Township of Muskoka Lakes, more particularly described as Parts 1, 2, 3 and 4 on Plan 35R-24652.

The subject lands were recently created through severance B/34/14/ML.

The lands are presently in the ownership of Bob Clarke. An existing one-storey 3,864 square foot boathouse is present on the property. The applicant wishes to replace it with a new 2,400 square foot two-storey boathouse with sleeping cabin above.

The purpose of this by-law is to provide an exemption to Section 3.1.2.e) of By-law 87-87, as amended, being the minimum permitted side yard setback of 45 feet for a two-storey boathouse or boathouse with sundeck above in a Waterfront Residential (WR1) zone on a Category 1 Lake (Lake Rosseau). The applicant proposes to construct a two-storey boathouse with sleeping cabin above 25 feet from the side yard where 45 feet is required.

The purpose of this by-law is also to provide an exemption to Section 7.4.1 of By-law 87-87, as amended, which requires the main building to be erected prior to the establishment of accessory buildings or structures (i.e. boathouse). The applicant proposes to construct a two-storey boathouse with sleeping cabin above before the main residential building is established.

This by-law will have the effect of permitting the construction of a two-storey boathouse with sleeping cabin above within the side yard setback and permit the erection of a boathouse before the main building use is established.
KEY PLAN

THIS IS NOT A PLAN OF SURVEY INFORMATION FOR PLANNING PURPOSES
TO: Mayor Furniss and Members of Council

MEETING DATE: December 12th 2014

SUBJECT: By-law 2014-136, ZBA-34/14 (Clarke), Part of Lot 27, Concession 10, (Medora), Parts 1,2,3 and 4 on 35R-24652, Roll #4-15-011

RECOMMENDATION: That By-law 2014-136 (Clarke) be given three readings.

APPROVALS:

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>R. Allen, Senior Planner</td>
<td>03/12/14</td>
<td>Original signed by R. Allen</td>
</tr>
<tr>
<td>Approved By:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Pink, Director of Planning</td>
<td>03/12/14</td>
<td>Original signed by D. Pink</td>
</tr>
<tr>
<td>Acknowledged:</td>
<td></td>
<td></td>
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<tr>
<td>C. Harris, Interim CAO</td>
<td>04/12/14</td>
<td>Original signed by C. Harris</td>
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</tbody>
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ORIGIN

BACKGROUND

Particulars of Property:

- Lot Frontage: 300 feet (straight line)
- Lot Area: 2.5 acres (108,907 square feet)
Proposed Exemptions:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Requirement</th>
<th>Proposed Exemption</th>
<th>Proposal</th>
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<tr>
<td>3.1.2.e</td>
<td>Minimum Side Yard Setback for a Two Storey Boathouse and boathouse with sundeck above.</td>
<td>45 feet</td>
<td>25 feet</td>
<td>Construct a 2 storey boathouse with sundeck above 25 feet from the side lot line.</td>
</tr>
<tr>
<td>7.4.1</td>
<td>Construction sequence</td>
<td>No accessory building or structure shall be erected prior to the main building, structure, or use.</td>
<td>Permit the construction of an accessory building prior to the main building.</td>
<td>Construct a 2 storey boathouse with sleeping cabin above before the main dwelling.</td>
</tr>
</tbody>
</table>

**BACKGROUND**

**PLANNING DATA**

Official Plan Designation: Waterfront  
By-law 87-87 Zoning: Waterfront Residential (WR1)  
Schedule No.: 21  
Access: Morinus Road  
Lake: Lake Rosseau  
Neighbouring Uses: Waterfront Residential  
Original Shore Road Allowance: Not Applicable  
Fisheries Resource: Type II – General Fish Habitat  
Civic Address: 1140 Morinus Road, Unit 4

**PLANNING CONSIDERATIONS**

1. **Background**

The purpose of this application is to permit the construction of a two-storey boathouse prior to the establishment of the main dwelling with a reduced side yard setback from the northern lot line.

The applicant is proposing to remove the northern and southern portions of the existing one-storey boathouse and construct a second storey addition on the remaining centre section. The existing cribbing and dock are proposed to be reused, however the southerly two slips will be decked over and the most northern portion will become an open slip.
An existing one-storey boathouse with 6-slip dock are located on the property. Both the existing dock and one-storey boathouse pre-date the Zoning By-law according to assessment information and therefore are considered to be legal non-complying structures.

The subject property was recently created by severance B/34/14/ML which divided two large waterfront lots into four smaller waterfront lots.

2. **Provincial Policy Statement**

The Provincial Policy Statement, 2005 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. This application has been reviewed against the PPS, and is consistent with it.

3. **District of Muskoka Official Plan**

The subject site is designated Waterfront in the District Official Plan. Generally within the Waterfront Area recreation and the protection and enhancement of the environment are important policy issues. What follows are some policy excerpts from the District Official Plan that relate to the application.

_D.20 The maintenance of the shoreline of lakes and rivers is key to preserving the quality of the natural and cultural heritage of Muskoka within the Waterfront designation. Tree cover, vegetation and other natural features are encouraged to be retained to uphold the visual and environmental integrity of the Waterfront. Where development is proposed, a natural, substantially undisturbed buffer is recommended at the water’s edge to generally meet a target of 8 metres (26 feet) in width for three-quarters of the water frontage._

_K.60 Buildings, structures, or works extending beyond the normal or controlled high water mark or located at the shoreline shall be designed and located in a manner which:_

- a) Does not have a significant detrimental effect on critical fish and wildlife habitat;
- b) Does not have a significant detrimental effect on property by facilitating erosion;
- c) Minimizes the obstruction to the natural flow of water;
- d) Minimizes potential damage from flood and ice heaving; and
- e) Implements shoreline and resource development and environmental policies of the affected agency.

4. **Township of Muskoka Lakes Official Plan**

The subject site is designated Waterfront in the Official Plan. Generally the policies of this Section encourage the protection of waterfront character, and the environment. One of the main objectives of the Waterfront designation is to ensure built form does not dominate the natural shoreline.

Section B.2.4 of the Official Plan states that,

_Limiting density of buildings and structures in the Waterfront area is important in protecting the character of the Waterfront area. Many factors affect Waterfront character such as number of structures, setbacks, shoreline vegetative buffers, height, built size, built form, shoreline structures and the historical lake development. Strict adherence to policies limiting density related to these factors is paramount._

Section B.5.8 of the Official Plan states that,
Waterfront lots should be of sufficient dimension and size to accommodate the use proposed, related structures, and services within acceptable standards. As such, a variety of lot sizes, water frontages, setbacks, and structural limitations are expected in recognition of the natural and built influences in the Waterfront.

Section B.5.14 of the Official Plan states

Sideyard setbacks shall be established in an implementing comprehensive zoning by-law in recognition of the following:

b) in the case of shoreline structures, to allow for the ingress and egress of boats to dock spaces and boathouse slips, while maintaining reasonable views and separation for privacy between neighbouring properties; and,

c) consideration may be given to alternatives where such setbacks are not possible due to terrain or other constraints.

Section B.5.18 of the Official Plan states,

Redevelopment of existing properties shall be encouraged to follow current development standards, as closely as possible, to be compatible with and consistent with sound planning principles including environmental considerations. In addition, encouragement shall be given to restoring and preserving natural shorelines.

Section B.5.47 of the Official Plan states,

Structurally high profile development shall generally not be permitted. The height of any structure should be appropriate to its setting and terrain, including slope, tree cover, setbacks, and architecture and generally not exceed the height of the tree canopy.

Section B.9.2 of the Official Plan states that,

The following special polices apply to Category 1 (Large) lakes:

a) Two storey boathouses are permitted subject to all other provision relating to them in this Plan (Section B13.7)

b) The maximum lot coverage shall be 10% of the lot area based on that portion of the area of the lot within 60 metres (200 ft) of the normal water’s edge; and

c) The maximum width of docks shall be 25% of the lot frontage up to a maximum of 23 metres (75 feet). Boathouses are subject to further restrictions.

Section B.13.7 of the Official Plan addresses two storey boathouses.

Section B.13.7 of the Official Plan states that,

New two storey boathouses shall generally meet the following requirements:

a) located on Category 1 Lakes, provided the structure is not located on a narrow waterbody and significant fish habitat is protected, as defined in this Plan;

b) located on a lot with a minimum water frontage of 90 metres (300 feet);

c) may include a second floor sleeping structure not exceeding the floor area permitted for a sleeping cabin;

d) may include a covered deck up to 23 square metres (250 square feet); and,

e) an increased setback from the projected side lot line.

Section B.10.1 of the Official Plan states,
Development on the waterfront must be carefully controlled and monitored to maintain the character of the Waterfront area. Character of the Waterfront is not only a result of built size and form but also the number of habitable buildings, setbacks, shoreline vegetative cover, height, shoreline structures, and historical lake development.

Section B.13.2 of the Official Plan states that,

Standards regulating shoreline structures shall be detailed in the implementing comprehensive zoning by-law.

Section B.13.5 of the Official Plan states that,

Shoreline structures shall not impede the immediate view of surrounding properties, as defined by the extension of property lines onto the water.

Section B.13.6 of the Official Plan states that,

The primary use of docks is for the docking and berthing of boats as well as access to the lake for swimming. Large docks, used as decks over the water, shall be discouraged.

Section F.1.6.6 of the Official Plan states that,

When considering alterations/additions to non-complying structures which require a by-law exemption/variance, the structure shall be brought into compliance with the by-law as much as possible.

Section F.1.6.8 of the Official Plan states

Due to carefully planned origins of certain provisions of the zoning by-law, exemptions may not be granted for lot coverage, oversized sleeping cabins, additions to second dwellings/sleeping cabins, front yard setback for non-complying structures, reduced side yard setbacks for two storey boathouses or sundecks on a boathouse, and shoreline structure widths. These origins must be considered in relation to any such application.

Section F.18.2 of the Official Plan states that,

When redevelopment is proposed of a non-complying structure(s), every effort shall be made to comply with the Comprehensive Zoning By-law.

5. **Zoning By-law**

The required exemptions from Zoning By-law 87-87 are outlined in the introductory section of this report. The amendments to the Zoning By-law are necessary due to insufficient side yard setback of the proposed two-storey boathouse and to permit the erection of a boathouse prior to the main use being established.

The non-complying side yard setback of the existing dock and one-storey boathouse, as well as the non-complying cumulative dock and boathouse widths are not addressed as part of this by-law amendment because they are recognized as legal non-complying structures.

6. **Site Characteristics**

A site visit was conducted on November 6th 2014. The site, including the shoreline, is well treed with the exception of an open area to the rear which is used for a gravel driveway, consists
primarily of coniferous (pine, hemlock, cedar) along the shoreline and deciduous (maple, oak) species further inland. The site rises approximately 9 metres from the shoreline and slopes towards Lake Rosseau. The shoreline is irregular in shape and includes a projection of vegetated land that extends into the lake from the centre of the lot. Shallow water depths occur in the area between the existing boathouse and the projection of land.

Existing structures on the property include a 6-slip dock (90ft x 44.5ft) and one-storey boathouse (85ft x 42ft). An existing ±1.5 metre wide walkway and stairs provide access to the existing boathouse from the shoreline. The recent severance separated the dwelling from these shoreline structures.

7. **Existing One-Storey Boathouse**

The Zoning By-law requires one-storey boathouses to be setback 30 feet from the side lot line projections. The existing one-storey boathouse is located 12 feet from the northern side lot line projection and is considered to be a non-complying structure.

The Zoning By-law also permits a maximum cumulative width for a one storey boathouse of 16% of the lot frontage or 75 feet whichever is greater. The existing one-storey boathouse width is 85 feet or 28% of the cumulative width and is considered to be a non-complying structure.

The applicant is proposing to remove 14 feet from the northern portion and 30 feet from the southern portion of the existing one-storey boathouse. After the two portions of the boathouse are removed, the northern side yard setback will increase by 13 feet to 25 feet. The cumulative width of the one-storey boathouse will also be reduced from 85 feet to 42 feet or 14% of the cumulative width.

Staff believe that reducing the cumulative width of the first storey of the boathouse and increasing the northern side yard setback of the first storey brings the property into greater compliance with the Zoning By-law and decreases the impact on neighbouring properties.

8. **Proposed Two-Storey Boathouse**

The Zoning By-law permits a two-storey boathouse on Category 1 Lakes such as Lake Rosseau provided all other requirements of the Zoning By-law are complied with. The Zoning By-law also requires two-storey boathouses or boathouses with a roof capable of being used as a sundeck to be setback a minimum of 45 feet from the side lot lines, and also limits the cumulative width of the second storey boathouse to a maximum of 13% of the frontage or 75 feet whichever is greater.

The applicant is proposing to construct a two-storey boathouse with sundeck on top of the existing one-storey boathouse. The side yard setback of the proposed two-storey boathouse and sundeck are 30 feet and 25 feet respectively, however both setbacks are less than the 45 foot minimum. Therefore, relief from the minimum side yard is required in order to permit a two-storey boathouse with sundeck.

The neighbouring properties to the north and south have existing boathouses. The properties to the south are well screened by a projection of vegetated land that extends into the lake. The property directly to the north has a two-storey boathouse and no visual screening from the subject property. The property to the north will be most impacted by the new two-storey boathouse, however the proposed removal of 14 feet from the northern portion of the existing one-storey boathouse will increase the side yard setback and help to reduce any impacts.
The shoreline of the subject property is irregular in shape and shallow water depths occur around the projection of land into the lake. Relocating the boathouse further south in order to increase the northern side yard setback is not practical due to shallow water depths and privacy issues with neighbouring properties.

Staff considered the potential relocation of the boathouse further to the south in order for the proposed two-storey boathouse to comply with the setbacks of the Zoning By-law. However, given the shallow water depths, neighbouring boathouses, potential privacy concerns to the south, and the desire to reuse the existing docks and cribbing relocating the boathouse further south is not practical. Therefore there is little opportunity to shift the boathouse further south from its current position and increase the setback from the north side yard lot line.

Staff have minimal concern with the request for a reduced northern side yard setback for a two-storey boathouse due to the minimal impact upon abutting neighbours of the subject property.

9. **Side Yard**

Side yard setbacks are measured by extending the side lot lines into the water. In this instance the northern side yard extension of lot lines narrows from the shoreline due to the angle of the side lot line on land. Due to the shape of the lot and the angle of the lot line projection into the lake, the setback of both the dock and boathouse at water’s edge is much greater than the distance at the projected lot line. The setback of the proposed boathouse and dock from the lot line at the water’s edge are 42 feet and 40 feet respectively.

Staff believe that the request for a reduced side yard setback for a two-storey boathouse will have minimal impact considering how the angle of the projection of the lot line effects the measurement of the setback from the property to the north.

10. **Existing Dock**

The Zoning By-law requires a minimum 15 foot setback for existing docks from side lot lines of the existing setbacks, to a minimum of 15 feet, and permits a maximum cumulative width of 75 feet. The existing 90 foot wide dock is located 9 feet from the northern lot line projection and is considered to be a non-complying structure.

The applicant is proposing to reuse the existing dock and cribbing to reduce the disturbance to the lake bottom. As no changes are proposed, no exemptions from the Zoning By-law are necessary.

11. **Construction Sequence**

The Zoning By-law requires that no accessory building or structure be erected prior to the establishment of the main building, structure or use. The applicant is proposing to construct a two-storey boathouse with sleeping cabin above prior to the construction of the principal dwelling on the property.

The applicant has obtained a building permit (permit # 2014-0937) for the construction of a 7,500 square foot dwelling on the property. Given that an existing boathouse is currently located on the property and that a building permit has been obtained for the construction of a detached dwelling, staff are satisfied that the proposed two-storey boathouse with sleeping cabin above will not ultimately exist on the property as a standalone structure. It was the result of the recent severance that created a lot with no dwelling.
12. **Site Plan Control**

The proposed development is not currently subject to site plan control. Council can consider implementing site plan control to retain vegetation.
Front of boathouse looking south

Rear of boathouse looking south
Rear of boathouse looking north

South side of boathouse looking east
North side of boathouse looking north

North side of boathouse looking north
Rear of boathouse looking west
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW 2014-136

Being a By-law to amend Comprehensive Zoning By-law 87-87, as amended, in the Township of Muskoka Lakes

WHEREAS the authority to pass this by-law is provided by Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13 and amendments thereto;

AND WHEREAS By-law 87-87 was enacted by the Corporation of the Township of Muskoka Lakes to regulate land use within the Municipality;

AND WHEREAS the Council of the Corporation of the Township of Muskoka Lakes deems it advisable to further amend By-law 87-87;

NOW THEREFORE the Council of the Corporation of the Township of Muskoka Lakes enacts as follows:

1. Section 9 of By-law 87-87 is hereby further amended by the addition of the following subsection:

   87-1607 i) The lands affected are described as Part of Lot 27, Concession 10 (in the former Township of Medora), now the Township of Muskoka Lakes, more particularly described as Parts 1, 2, 3 and 4 on Plan 35R-24652, as shown hatched on Schedule I to By-law 2014-136.

   ii) Despite the provisions of Section 3.1.2.e) of By-law 87-87, as amended, for those lands described above, the minimum permitted side yard setback of a two-storey boathouse shall be 25 feet, as shown in the location and extent on Schedule II to By-law 2014-136.

   iii) Despite the provisions of Section 7.4.1 of By-law 87-87, as amended, for those lands described above, a two-storey boathouse with sleeping cabin above are permitted to be erected prior to the establishment of the main building, structure or use, as shown in the location and extent on Schedule II to By-law 2014-136.

All other provisions of By-law 87-87 apply.

2. Schedules I and II attached hereto are hereby made part of this By-law.

READ A FIRST AND SECOND TIME this 12th day of December, 2014.

READ A THIRD TIME AND FINALLY PASSED this 12th day of December, 2014.

Mayor, Don Furniss
Cheryl Mortimer, Clerk
KEY PLAN

THIS IS NOT A PLAN OF SURVEY INFORMATION FOR PLANNING PURPOSES

SCHEDULE I TO BY-LAW 2014-136
By-law 2014-136, ZBA-34/14, Clarke, Part of Lot 27,
BY-LAW 2014-138

SCOTT
EXPLANATION OF THE PURPOSE AND EFFECT OF

ZONING BY-LAW AMENDMENT

ZBA-36/14, BY-LAW 2014-138, SCOTT, ROLL # 8-3-074

The lands affected by this amendment are described as Concession 3, Part of Lot 4, (in the former Township of Wood), now the Township of Muskoka Lakes, known municipally as 1041 Evelyn Road. The lands are presently in the ownership of John and Lesley Scott (8-3-074). An existing one-storey 1,482 square foot dwelling, a 199 square foot sleeping cabin, and a 768 square foot boathouse, are present on the property.

The applicants wish to remove the existing one-storey dwelling and sleeping cabin and replace them with a new two-storey 1,594 square foot dwelling. The new dwelling will result in a reduction of lot coverage from 13.7% to 13.3%.

The purpose of this by-law is to provide an exemption to Section 3.1.2.a).6 of By-law 87-87, as amended, being the maximum permitted lot coverage in a Waterfront Residential (WR1) zone on a Category 1 Lake (Lake Muskoka). The applicants propose to construct a two-storey dwelling which will result in a total lot coverage of 13.3% where 10% is the maximum permitted.

This by-law will have the effect of permitting the construction of a two-storey dwelling on the subject lot with non-complying lot coverage.
TO: Mayor Furniss and Members of Council

MEETING DATE: December 12\textsuperscript{th} 2014

SUBJECT: By-law 2014-138, ZBA 36/14, SCOTT, Part of Lot 4, Concession 3, (Wood), Roll # 8-3-074

**RECOMMENDATION:** That By-law 2014-138 (SCOTT) be given three readings.

<table>
<thead>
<tr>
<th>APPROVALS:</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submitted By: R. Allen, Senior Planner</td>
<td>04/12/14 Original signed by R. Allen</td>
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<tr>
<td>Approved By: D. Pink, Director of Planning</td>
<td>04/12/14 Original signed by D. Pink</td>
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<tr>
<td>Acknowledged: C. Harris, Interim CAO</td>
<td>04/12/14 Original signed by C. Harris</td>
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</tr>
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**ORIGIN**

**BACKGROUND**

Particulars of Property:

- Lot Frontage: 103 ft.
- Lot Area: 0.41 acres (17,850 sq ft)
**Proposed Exemptions:**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Requirement</th>
<th>Proposed Exemption</th>
<th>Proposal</th>
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</thead>
<tbody>
<tr>
<td>3.1.2.a)</td>
<td>Total Lot Coverage within 200 feet of the high water mark</td>
<td>10% maximum lot coverage within 200 feet of the high water mark</td>
<td>13.3% lot coverage within 200 feet of the high water mark</td>
<td>Replace existing dwelling with new dwelling and remove existing sleeping cabin</td>
</tr>
</tbody>
</table>

**BACKGROUND**

**PLANNING DATA**

Official Plan Designation: Waterfront
By-law 87-87 Zoning: Waterfront Residential (WR1)
Schedule No.: 44
Access: Evelyn Road
Neighbouring Uses: Waterfront Residential
Original Shore Road Allowance: Not Applicable
Fisheries Resource: Type II General Fish Habitat
Civic Address: 1041 Evelyn Road

**PLANNING CONSIDERATIONS**

1. **Background**

   The purpose of this application is to permit the construction of a new two-storey dwelling which exceeds the permitted maximum lot coverage within 200 feet of the high water mark.

   The applicant is proposing to demolish an existing one-storey dwelling and sleeping cabin and construct a new two-storey dwelling.

2. **Provincial Policy Statement**

   The Provincial Policy Statement, 2014 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. This application has been reviewed against the PPS, and is consistent with it.

3. **District of Muskoka Official Plan**

   The subject site is designated Waterfront in the District Official Plan. Generally within the Waterfront Area recreation and the protection and enhancement of the environment are
important policy issues. What follows are some policy excerpts from the District Official Plan that relate to the application.

D.20 The maintenance of the shoreline of lakes and rivers is key to preserving the quality of the natural and cultural heritage of Muskoka within the Waterfront designation. Tree cover, vegetation and other natural features are encouraged to be retained to uphold the visual and environmental integrity of the Waterfront. Where development is proposed, a natural, substantially undisturbed buffer is recommended at the water’s edge to generally meet a target of 8 metres (26 feet) in width for three-quarters of the water frontage.

4. Township of Muskoka Lakes Official Plan

The subject property falls within the Waterfront Designation. One of the main objectives of the Waterfront designation is to ensure that built form does not dominate the natural shoreline. The policies encourage low-density residential development to achieve this objective. Official Plan Policies are quite firm with respect to density.

Section B.2.4 states that limiting density of buildings and structures in the Waterfront area is important in protecting the character of the Waterfront area. Strict adherence to policies limiting density related to these factors is paramount.

Section B.5.2 states that natural form should dominate the character of the Waterfront. Natural shorelines may visually screen development viewed from the water and buffer uses. Shorelines shall be encouraged to be maintained in a predominantly natural state with tree cover and ground vegetation retained as development occurs.

Section B.5.8 states that waterfront lots should be of sufficient dimension and size to accommodate the use proposed, related structures, and services within acceptable standards. As such, a variety of lot sizes, water frontages, setbacks, and structural limitations are expected in recognition of the natural and built influences in the Waterfront.

Section B.5.12 states that shorelines of all lakes listed in Schedule J to the Official Plan are considered significant within the context of Section 34(1) of the Planning Act. As such, the locating or using of buildings or structures is generally prohibited in such areas. The front yard setbacks, as detailed in an implementing comprehensive zoning by-law, are established in recognition of:

a) Requirement of a shoreline vegetative buffer;
b) Minimizing the dominance of the built form on the natural environment;
c) Maintenance of privacy and noise attenuation especially on properties fronting onto a narrow waterbody;
d) Maintenance of aesthetic qualities of the waterfront; and,
e) Protection of natural habitat and minimizing environmental impact in the foreshore area.

Section B.5.13 states that land based buildings and structures (unless otherwise specified in the Plan) shall be located a minimum of 20 metres (66 feet) from the normal or controlled high water mark of a waterbody with the exception of the following:
d) existing development as defined in an implementing zoning by-law

Section B.5.18 States that redevelopment of existing properties shall be encouraged to follow current development standards, as closely as possible, to be compatible with and consistent with sound planning principles including environmental considerations. In addition, encouragement shall be given to restoring and preserving natural shorelines.
Section B.9.2 provides policies for development on Category 1 lakes, limiting the maximum lot coverage to 10% of the lot area based on that portion of the area of the lot within 200 feet of the normal water’s edge. Residential policies again state that density shall be controlled by limiting lot coverage to a maximum percentage of that portion of the lot area within 60 metres (200 feet) of the normal water’s edge.

Section B.9.6 states that coverage is a means by which density is controlled, therefore, strict compliance is required. An Official Plan amendment is required for a variation exceeding 1/10 of the permitted coverage but not when recognizing coverage of existing structures.

Section B.10.6 states that the density shall be controlled by limiting lot coverage to a maximum percentage of that portion of the lot area within 60 metres (200 feet) of the normal water’s edge.

Section B.10.8 states the maximum permitted development on the lakes depends on the category of lake and must comply with Sections B.9.2 to B.9.5.

Section B.10.9 states that the policies and implementing zoning by-law provisions regarding density shall be strictly adhered to in accordance with Section F.1.6 of the Official Plan.

Section F.1.6.4 states that in considering applications, the potential impact of similar approvals will be considered. The cumulative impact of amendments on this and other lands will be considered to have greater weight than site specific considerations.

Section F.1.6.6 states that when considering alterations/additions to non-complying structures which require a by-law exemption/variance, the structure shall be brought into compliance with the by-law as much as possible.

Section F.1.6.8 states that due to carefully planned origins of certain provisions of the zoning by-law, exemptions may not be granted for lot coverage.

5. Zoning By-law

The required exemptions from Zoning By-law 87-87 are outlined in the introductory section of this report. The amendments to the Zoning By-law are necessary because the maximum lot coverage within 200 feet of the high water mark exceeds the permitted maximum.

The subject property is zoned Waterfront Residential (WR1) and is located on Lake Muskoka, a Category 1 Lake. Zoning By-law 87-87 permits a maximum of 10% lot coverage on Category 1 Lakes within 200 feet of the high water mark. The entire subject property is located within 200 feet of the high water mark.

The non-complying side yard setback of the existing boathouse, dock, and sundeck, as well as the non-complying cumulative dock and boathouse widths are not addressed as part of this by-law amendment because they are recognized as legal non-complying structures and are intended to remain as such.

6. Site Characteristics

Staff inspected the subject property on November 27th, 2014. An existing one-storey dwelling, sleeping cabin, and boathouse are located on the property.
The site rises approximately 6 metres from the shoreline and slopes from Evelyn Road towards Lake Muskoka. The site is generally well treed, with the exception of an open grassed area located at the rear of the dwelling, however much of the under growth has been removed and replaced with gardens and landscaping. The shoreline vegetation is comprised of several large mature coniferous tree species.

The side lot lines of the property extending from the road to the shoreline are vegetated with mature trees which provide a visual buffer from neighbouring properties. The rear of the property along Evelyn Road has the most natural vegetation area on the site.

7. **Lot Coverage**

The property currently contains an existing 1,482 square foot one-storey dwelling, a 199 square foot sleeping cabin and a 758 square foot boathouse. The existing lot coverage within 200 feet of the high water mark is 13.7%.

The applicant is proposing to demolish the existing one-storey dwelling and sleeping cabin, and construct a new 1,594 square foot two-storey dwelling and retain the existing boathouse. The proposed lot coverage within 200 feet of the high water mark is 13.3%.

The Zoning By-law limits the maximum lot coverage on Category 1 Lakes within 200 feet of the high water mark to 10%.

As stated above, the existing lot coverage within 200 feet of the high water mark is 13.7%, and the proposed lot coverage following the removal of the existing sleeping cabin and dwelling is 13.3%. Official Plan policies are firm with respect to controlling density and ensuring that the natural form dominates the shoreline over the built form. One of the principal means of achieving this objective is through lot coverage provisions in the Zoning By-law. As such, staff do not generally support requests to increase lot coverage in the Waterfront zones. However in this instance, it is recognized that lot coverage within 200 feet of the high water mark is proposed to be reduced from 13.7% to 13.3%, a reduction of 0.4% (87 square feet).

The reduction of lot coverage on the property will be achieved through the removal of the existing 199 square foot sleeping cabin. Future construction of a new sleeping cabin or other accessory structure which increases lot coverage will not be permitted because the maximum lot coverage has been reached. Any future requests to increase lot coverage will require a further Zoning By-law amendment.

8. **Existing and Proposed Density**

The proposed new dwelling will be 112 square feet larger and 5 feet higher than the existing dwelling as indicated by the applicant’s agent, although a site visit revealed the height increase may be closer to 15 feet. The increase footprint size of the proposed new dwelling will be offset by the removal of a 199 square foot sleeping cabin and the height of the proposed dwelling will comply with the height limitations required in the Waterfront Residential (WR1) zone.

The existing dwelling encroaches into the minimum front yard setback and is considered to be a legal non-complying structure. The Zoning By-law permits the reconstruction of an existing dwelling, which is encroaching into the minimum 66 foot front yard setback, at the existing setback or 35 feet whichever is greater. The existing dwelling has a 51.3 foot front yard setback, the new dwelling is proposing a 54.7 foot setback, an increase of 3.4 feet. The existing deck has a 41.8 foot front yard setback and the new deck is proposing a 51.5 foot setback, an increase of...
9.7 feet. Under the current Zoning By-law the applicant would have been permitted to reconstruct the new dwelling at the existing setback.

Staff believe that the increased front yard setback of both the proposed dwelling and deck provides greater opportunity to re-vegetate the shoreline, brings the property closer into conformity with the Zoning By-law and decreases the impact on neighbouring properties and visual impact from the water.

Staff support the request for a 13.3% lot coverage within 200 feet of the high water mark due to several considerations:

1) The existing lot coverage within 200 feet of the high water mark is 13.7%.
2) The lot coverage within 200 feet of the high water mark will be reduced by 0.4% (87 square feet).
3) Demolition of the existing sleeping cabin will eliminate an accessory structure on the lot.
4) Construction of future accessory structures, which increase lot coverage, will not be permitted without a Zoning By-law amendment.
5) The front yard setback of the proposed new dwelling and deck is larger than the existing dwelling and deck.
6) The height of the proposed new dwelling will meet the requirements of the Waterfront Residential (WR1 zone).
7) Vegetation along the front and side lot lines visually screens development from the water and the abutting properties.

9. Site Plan Control

The proposed development is not currently subject to site plan control. Council can consider implementing site plan control to retain vegetation.
Existing sleeping cabin looking towards Evelyn Road

Existing boathouse, dock and sundeck to be retained
South lot line viewed from Evelyn Road

Rear of property looking south east from Evelyn Road towards Lake Muskoka
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW 2014-138

Being a By-law to amend Comprehensive Zoning By-law 87-87, as amended, in the Township of Muskoka Lakes

WHEREAS the authority to pass this by-law is provided by Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13 and amendments thereto;

AND WHEREAS By-law 87-87 was enacted by the Corporation of the Township of Muskoka Lakes to regulate land use within the Municipality;

AND WHEREAS the Council of the Corporation of the Township of Muskoka Lakes deems it advisable to further amend By-law 87-87;

NOW THEREFORE the Council of the Corporation of the Township of Muskoka Lakes enacts as follows:

1. Section 9 of By-law 87-87 is hereby further amended by the addition of the following subsection:

   87-1605  i) The lands affected are described as Part of Lot 4, Concession 3 (in the former Township of Wood), now the Township of Muskoka Lakes, as shown hatched on Schedule I to By-law 2014-138.

   ii) Despite the provisions of Section 3.1.2.a of By-law 87-87, as amended, for those lands described above, the maximum permitted lot coverage shall be 13.3%, as shown in the location and extent on Schedule II to By-law 2014-138.

   All other provisions of By-law 87-87 apply.

2. Schedules I and II attached hereto are hereby made part of this By-law.

READ A FIRST AND SECOND TIME this 12th day of December, 2014.

READ A THIRD TIME AND FINALLY PASSED this 12th day of December, 2014.

Mayor, Don Furniss

Cheryl Mortimer, Clerk
SCHEDULE I TO BY-LAW 2014-138
BY-LAW 2014-139
1378831 ONTARIO INC.
EXPLANATION OF THE PURPOSE AND EFFECT OF

ZONING BY-LAW AMENDMENT

ZBA-37/14, BY-LAW 2014-139, 1378831 ONTARIO INC., ROLL # 9-14-026

The lands affected by this amendment are described as Part of Lot 31, Concession 13
(in the former Township of Monck), now the Township of Muskoka Lakes, more
particularly described as Parts 3-5, Plan 35R11408, known municipally as 2867
Muskoka Road 118W, Unit 1. The lands are presently in the ownership of 1378831
Ontario Inc.

This by-law is a condition of consent applications B/16/17/18/19/14/ML which added
lands from the subject property to 4 abutting waterfront lots. The consent resulted in 4
lot additions to 4 existing lots zoned Waterfront Residential (WR1) on Lake Muskoka.
The severed lands zoned Rural (RU1) are to merge with the abutting lots zoned
Waterfront Residential (WR1). The retained 42.6 acre parcel will maintain its existing
Rural (RU1) zoning.

The purpose of this by-law is to rezone the 4 severed lots from Rural (RU1) to
Waterfront Residential (WR1) as a condition of consent applications
B/16/17/18/19/14/ML. Any future development must comply with By-law 87-87.

This by-law will have the effect of matching the zoning of the severed lots with the
existing zoning of the waterfront lots. All provisions of By-law 87-87 would remain.
TO: Mayor Furniss and Members of Council

MEETING DATE: December 12, 2014

SUBJECT: By-law 2014-139, ZBA-37/14, (1378831 Ontario Inc.), Part of Lot 31, Concession 13, (Monck), Civic Address: 2867 Muskoka Road 118W – Unit #1, Roll # 9-14-026

RECOMMENDATION: That By-law 2014-139 be given three readings.

APPROVALS:

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>R. Allen, Senior Planner</td>
<td>03/12/14 Original signed by R. Allen</td>
<td></td>
</tr>
<tr>
<td>D. Pink, Director of Planning</td>
<td>03/12/14 Original signed by D. Pink</td>
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<tr>
<td>C. Harris, Interim CAO</td>
<td>04/12/14 Original signed by C. Harris</td>
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</tr>
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</table>

ORIGIN

Zoning By-law Amendment application ZBA-37/14 is a condition of consent applications B/16/17/18/19/14/ML which severed four portions of land from an existing land holding and added them to 5 abutting waterfront lots, 2 of which are to merge. The severed lots are vacant and are to be added to abutting developed waterfront lots. The retained lot contains an existing dwelling and accessory garages.

Please see the original Committee of Adjustment planning report for further details related to the consent application, related Official Plan Policies, site characteristics, etc. It is attached to the current agenda.

Zoning By-law Amendment application ZBA-37/14 proposes to rezone the 4 severed parcels created through B/16/17/18/19/14/ML from Rural (RU1) to Waterfront Residential (WR1). The retained lot will remain zoned Rural (RU1).

This by-law will have the effect of rezoning the 4 severed parcels to Waterfront Residential (WR1). This by-law will also fulfil one of the conditions of the severance application in which lands are being added to the abutting lots.

BACKGROUND

PLANNING DATA

Official Plan Designation: Waterfront and Rural (Area 3 – Country Residential)

By-law 87-87 Zoning: Environmental Protection (EP1), Rural (RU1), Waterfront Residential (WR2)
Schedule No.: 37, 30

Access: Muskoka Road 118W (Year Round Maintained)

Neighbouring Uses: Waterfront Residential, Rural Residential

Original Shore Road Allowance: Not Applicable

Fisheries Resource: Type 2 General Fish Habitat

Civic Address: 2867 Muskoka Road 118W, Unit #1

PLANNING CONSIDERATIONS

1. Rezoning

This Zoning By-Law Amendment is a condition of consent applications B/16/17/18/19/14/ML which will result in 4 lot enlargements to existing waterfront lots on Lake Muskoka. Each of the 4 severed parcels will be merged with an existing waterfront lot. Once merged, the severed lots will become waterfront lots.

The existing waterfront lots are currently zoned Waterfront Residential (WR1). The severed lands behind the waterfront lots are zoned Rural (RU1). To ensure that resultant properties are not split zoned, staff recommended as a condition of consent that the severed parcels be rezoned from Rural (RU1) to Waterfront Residential (WR1) to match existing zoning on the benefitting lots. Given that the resultant properties are all designated waterfront in the Official Plan, rezoning to Waterfront Residential (WR1) is appropriate.

None of the benefitting lots will meet the minimum frontage requirements of By-law 87-87 of 200 feet in a Waterfront Residential (WR1) zone and only 2 of the lots will meet the minimum lot size requirement of 1 acre. Regardless, each of the benefitting lots are increasing in size which is desirable from a planning perspective, and will each meet the existing lot of record criteria.

The retained lot is proposed to have ±871 feet of frontage on Muskoka Road 118 and be ±42.6 acres in size. This meets the minimum lot requirements of the Rural (RU1) designation, which is 600 feet of lot frontage and 10 acres of lot area.

2. Land Use Compatibility

Neighbouring land uses to the proposed severed lots include waterfront residential uses. Staff does not recognize any land use compatibility issues with the proposed rezoning.
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW 2014-139

Being a By-law to amend Comprehensive Zoning By-law 87-87, as amended, in the Township of Muskoka Lakes

WHEREAS the authority to pass this by-law is provided by Section 34 of the Planning Act, R.S.O. 1990, Chapter P.13 and amendments thereto;

AND WHEREAS By-law 87-87 was enacted by the Corporation of the Township of Muskoka Lakes to regulate land use within the Municipality;

AND WHEREAS the Council of the Corporation of the Township of Muskoka Lakes deems it advisable to further amend By-law 87-87;

NOW THEREFORE the Council of the Corporation of the Township of Muskoka Lakes enacts as follows:

1. Schedule 37 of By-law 87-87, as amended, is hereby further amended by rezoning Part of Lot 31, Concession 13 (in the former Township of Monck), now in the Township of Muskoka Lakes, from Rural (RU1) to Waterfront (WR1) Zone as shown hatched on Schedule I to By-law 2014-139.

   All other provisions of By-law 87-87 apply.

2. Schedule I attached hereto is hereby made part of this By-law.

READ A FIRST AND SECOND TIME this 12th day of December, 2014.

READ A THIRD TIME AND FINALLY PASSED this 12th day of December, 2014.

Mayor, Don Furniss

Cheryl Mortimer, Clerk
COMMITTEE OF ADJUSTMENT
AGENDA REPORT

TO: Chair Edwards and Members of Committee of Adjustment

MEETING DATE: June 12th 2014

SUBJECT: B/16/17/18/19/14/ML (1378831 Ontario Inc.), Part of Lot 31, Concession 13, (Monck), Civic Address: 2867 Muskoka Road 118W, Unit #1, Roll #: 9-14-026

RECOMMENDATION:
That consent applications B/16/17/18/19/14/ML (1378831 Ontario Inc.) be approved subject to the following conditions:

- A registerable description (deed) of the severed lots along with any required rights-of-way be submitted to the Secretary-Treasurer along with a registered copy of the reference plan;

- That a legal undertaking be submitted in order to confirm that the severed lots will merge in title to the lots they are being added to upon registration of the transfer/deed;

- Confirmation that the Township is satisfied that the retained lot is satisfactory for on-site sewage disposal and that any problems identified with any existing sewage systems be corrected to the satisfaction of the Township;

- That a Zoning By-Law Amendment be passed that rezones all severed lots from RU1 to WR1; and

- That the lots proposed to merge with severed lot 4 (B/19/14/ML) merge to become one lot.

APPROVALS:

| Submitted By: | B. Noble, Development Planner | June 9/12 | Original Signed by B. Noble |
| Approved By:  | D. Pink, Director of Planning  | June 9/12 | Original Signed by D. Pink  |

ORIGIN

Four severance applications (B/16/17/18/19/14/ML) have been made to sever four portions from an existing land holding and add them to five abutting lots, two of which are proposed to merge. The proposed severed lots are vacant and are to be added to abutting developed waterfront lots. The
The proposed retained lot is to contain an existing dwelling and accessory garages. No changes are proposed at this time. Please note that no new additional lots are being created. This is a change in common lot lines only.

The following is a summary of the proposed changes to the property:

<table>
<thead>
<tr>
<th>Consent</th>
<th>Lot</th>
<th>Property Characteristic</th>
<th>Existing</th>
<th>Change</th>
<th>Resultant</th>
<th>By-law Requirement</th>
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<tbody>
<tr>
<td>Severed #1</td>
<td>Lot Frontage</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td>Lot Area</td>
<td>-</td>
<td>-</td>
<td>+0.2 acres</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Benefitting #1</td>
<td>Lot Frontage</td>
<td>±102 feet</td>
<td>-</td>
<td>±102 feet</td>
<td>200 feet</td>
<td>-</td>
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<tr>
<td></td>
<td>Lot Area</td>
<td>±0.2 acres</td>
<td>+0.2 acres</td>
<td>±0.4 acres</td>
<td>1 acre</td>
<td>-</td>
</tr>
<tr>
<td>Severed #2</td>
<td>Lot Frontage</td>
<td>-</td>
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<tr>
<td></td>
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<td>+0.3 acres</td>
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<tr>
<td>Benefitting #2</td>
<td>Lot Frontage</td>
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<td>±113 feet</td>
<td>200 feet</td>
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<tr>
<td></td>
<td>Lot Area</td>
<td>±0.4 acres</td>
<td>+0.3 acres</td>
<td>±0.7 acres</td>
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<td>-</td>
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<tr>
<td></td>
<td>Lot Area</td>
<td>-</td>
<td>-</td>
<td>+0.7 acres</td>
<td>-</td>
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<tr>
<td>Benefitting #3</td>
<td>Lot Frontage</td>
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<td>-</td>
<td>±101 feet</td>
<td>200 feet</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Lot Area</td>
<td>±0.5 acres</td>
<td>+0.7 acres</td>
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<td>-</td>
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<td></td>
<td>Lot Area</td>
<td>-</td>
<td>-</td>
<td>+1.0 acres</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Benefitting #4</td>
<td>Lot Frontage</td>
<td>±104 feet</td>
<td>-</td>
<td>±104 feet</td>
<td>200 feet</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Lot Area</td>
<td>±0.5 acres</td>
<td>+1.0 acres</td>
<td>±1.5 acres</td>
<td>1 acre</td>
<td>-</td>
</tr>
<tr>
<td>Retained Lot</td>
<td>Lot Frontage</td>
<td>±870 feet</td>
<td>-</td>
<td>±870 feet</td>
<td>600 feet</td>
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<td>Lot Area</td>
<td>± 44.8 acres</td>
<td>-2.2 acres</td>
<td>±42.6 acres</td>
<td>10 acres</td>
<td>-</td>
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</table>

**BACKGROUND**

**PLANNING DATA**

Official Plan Designation: Waterfront and Rural (Area 3 – Country Residential)

By-law 87-87 Zoning: Environmental Protection (EP1), Rural (RU1), Waterfront Residential (WR2)

Schedule No.: 37, 30

Access: Muskoka Road 118W (Year Round Maintained)
Neighbouring Uses: Waterfront Residential, Rural Residential

Original Shore Road Allowance: Not Applicable

Fisheries Resource: Type 2 General Fish Habitat

Civic Address: 2867 Muskoka Road 118W, Unit #1

PLANNING CONSIDERATIONS

1. Township of Muskoka Lakes Official Plan

The subject property is designated Waterfront and Rural (Area 3 – Country Residential) in the Official Plan.

Waterfront policies encourage the protection of waterfront character, and the environment. One of the main objectives of the Waterfront designation is to ensure built form does not dominate the natural shoreline. A major goal in the Rural designation is to manage the resources of, and direct limited development in the rural area in a way that will protect the natural and man-made environment, enhance the rural area’s unique character, beauty and appeal, protect the resource base for ongoing and future use, protect scenic vistas, and accommodate the demand for a rural lifestyle.

The following Waterfront policies are stated in the Township of Muskoka Lakes Official Plan and have relevance to these applications:

Section B.1.1 (Definition): The Waterfront designation shall generally be defined as those lands extending inland 150 metres (500 feet) from any standing waterbody greater than 8 hectares (20 acres) in area or the substantive rivers within the Township: Indian, Joseph, Moon, Musquash, and Severn.

Section B.2.4 (Principles): Limiting density of buildings and structures in the Waterfront area is important in protecting the character of the Waterfront area. Many factors affect Waterfront character such as number of structures, setbacks, shoreline vegetative buffers, height, built size, built form, shoreline structures and the historical lake development. Strict adherence to policies limiting density related to these factors is paramount.

Section B.5.2 (Character): Natural form should dominate the character of the Waterfront. Natural shorelines may visually screen development viewed from the water and buffer uses. Shorelines shall be encouraged to be maintained in a predominantly natural state with tree cover and ground vegetation retained as development occurs.

Section B.5.8 (General Development Standards): Waterfront lots should be of sufficient dimension and size to accommodate the use proposed, related structures, and services within acceptable standards. As such, a variety of lot sizes, water frontages, setbacks, and structural limitations are expected in recognition of the natural and built influences in the Waterfront.

Section B.5.10 (General Development Standards): The following shall constitute minimum lot requirements, unless otherwise specified:

a) a lot area of 0.4 hectares (1 acre); and,
b) a water frontage of 60 metres (200 feet).
Section B.10.11 (Residential Development Policies) Linear development shall occur within a single-tier surrounding a waterbody and meet the following minimum lot requirements, unless otherwise stated:

a) a lot area of 0.4 hectares (1 acre); and,
b) a water frontage of 60 metres (200 feet).

The lands are also located in the Rural (Area 3 - Country Residential) designation of the Official Plan. These areas are characterized by expanses of undeveloped land interspersed with low density scattered residential development, resource based activities and small-scale commercial and industrial uses at the scale of a home industry. Country Residential areas are subject to development pressures due to proximity to nearby urban centres.

The following Country Residential policies are stated in the Township of Muskoka Lakes Official Plan and have relevance to this application:

Section E.7.4.4 (Development Policies): Lot creation by consent will be limited to one additional lot per holding as of the date of approval of this Plan providing the severed and retained lots meet a minimum lot standard of 600 feet (180 metres) of frontage and 10 acres (4 hectares) of area.

Section E.7.4.4 (Development Policies): The design of new lots shall have regard for the characteristics of the particular piece of land being subdivided.

2. Zoning By-Law

It is proposed that each severed lot will be added to an existing waterfront lot. The property being severed is currently zoned Rural (RU1). The lands fronting on Lake Muskoka which are to be added to are zoned Waterfront Residential (WR1). With regard to zone regulations for resulting lots, Section 7.27 of Zoning By-Law 87-87 states:

When a LOT is designated as being in more than one zone, each part of the LOT shall be used in accordance with the zone regulations applicable to the zone designation for that part.

None of the benefitting lots will meet the minimum frontage requirements of By-law 87-87 of 200 feet in a WR1 zone and only 2 of the lots will meet the minimum lot size requirement of 1 acre. Regardless, each of the benefitting lots are getting larger which is desirable from a planning perspective, and will each meet the existing lot of record criteria.

The retained lot is proposed to have ±871 feet of frontage on Muskoka Road 118 and be ±42.6 acres in size. This meets the minimum lot requirements of the RU1 designation, which is 600 feet of lot frontage and 10 acres of lot area.

3. Site Characteristics

A site visit was conducted on May 29, 2014. Access to the site was by way of Muskoka Road 118W. At the time of the site visit, the severed lots were vacant and wooded. Each of the benefitting lots had flat to moderate slopes in their rear yard and all benefitting lots were very steep at the water. All benefitting lots had dwellings and shoreline structures with the exception of benefitting lot #1 which did not have a dwelling. The severed lots were easy to distinguish during the site visit as their northern limit was the existing roadway.
South facing view of dwelling on benefitting lot #2 which is to be merged with severed lot #2

North facing view of dwelling on benefitting lot #3 which is to be merged with severed lot #3
South facing view of benefitting lot #4 which is to be merged together and merged with severed lot #4

North facing view of severed lot #4
4. Rezoning

So that in the future the resultant properties are not split zoned, and as they all fall within the waterfront designation as per Official Plan definition, Staff recommends as a condition of consent that the severed parcels be rezoned to WR1 to match existing zoning on the benefitting lands.

5. Merger

Two of the benefitting properties are proposed to merge. Although they each contain a dwelling, they are both considerably undersized (approx. 50 feet of frontage). To provide clarity as to which property severed lot 4 is to be added, Staff have added a condition that the two benefitting lots merge. It should also be noted that the proposed lot addition B/16/14/ML (#1) will result in the benefitting lands exceeding the minimum lot of record criteria and Building Permits will, therefore, become available. No dwelling currently exists on benefitting lot #1. A demolition permit to demolish the dwelling was issued in 2011 on benefitting lot #1.

6. Summary

The proposed consent application includes a number of lot additions which will result in 5 existing lots becoming 4 lots and increasing in size. The lands to be added are being severed from a large rural property to the north of the waterfront lots. None of the lot frontages are proposed to change with the exception of the two eastern water lots which are proposed to merge together to create a lot with ±104 feet of frontage.
From a planning perspective the waterfront lots are getting larger which is acceptable. The retained lot is decreasing in size, however it is large, no new lots are being created and the existing driveway will form a natural division between the properties. The retained lot is proposed to meet minimum lot standards and does not have rural or agricultural significance to the south of the roadway. Staff supports the application but recommend that all severed lots be rezoned Waterfront Residential (WR1) to match existing zoning on the benefitting lots.
TO: Mayor Furniss and Members of Council

MEETING DATE: December 12, 2014

SUBJECT: COMMITTEE APPOINTMENTS

RECOMMENDATION 1: That By-law 2014-156, being a by-law to establish and appoint members to the Township of Muskoka Lakes Public Library Board, with the citizen members as recommended in the confidential memo, be given three readings.

RECOMMENDATION 2: That By-law 2014-158, being a by-law to appoint Council members to the Community Centre Hall Boards for the Township of Muskoka Lakes, be given three readings.

APPROVALS:

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Mortimer, Clerk</td>
<td>09/12/14</td>
<td>Original signed by C. Mortimer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acknowledged:</th>
<th>Date</th>
<th>Signature</th>
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<tbody>
<tr>
<td>C. Harris, Interim CAO</td>
<td>09/12/14</td>
<td>Original signed by C. Harris</td>
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</tbody>
</table>

SUMMARY: In accordance with Section 2.k) of Township Procedural By-law 2006-11, as amended, and based on the recommendations provided by Mayor Don Furniss, it is recommended that the above referenced appointment by-laws be passed.

ORIGIN: With the new term of Council commencing (2014 – 2018), Mayor Furniss has commenced a review of appointments for committees pursuant to Section 2.k) of the Township Procedural By-law 2006-11, as amended. Section 2.k) provides as follows:

The Mayor shall annually select, or when deemed necessary, members who are to serve on Standing Committees and other Committees, including the selection of the Chair, Vice Chair, Deputy Mayor and Acting Deputy Mayor. These appointments shall be confirmed by by-law or by resolution of Township Council.

An advertisement was published to invite members of the public to apply for citizen appointments for Committee of Adjustment, Fence Viewers Committee, Property Standards Committee and the Public Library Board. The term is for four years, concurrent with the term of Council, or until a successor is appointed. Candidates must be at least 18 years old, a Canadian citizen, and an elector in the Township. The deadline for applications was November 28, 2014.
BACKGROUND: At the December 1, 2014 Inaugural Council meeting, By-law 2014-145 was passed to appoint Councillor Jean-Ann Baranik as Deputy Mayor for the Township of Muskoka Lakes.

At the December 3, 2014 Special Council meeting, By-law 2014-147 was passed to appoint Council members to the Committee of Adjustment being Councillor Jean-Ann Baranik and Councillor Allen Edwards. By-law 2014-158 was also passed to appoint Citizen Members to the Committee of Adjustment being Susan Benson, Mary Grady and Greg Knight.

Also at the December 3, 2014 Special Council meeting, Resolution Number SC-2-3/12/14 was passed to appoint the Treasurer Interview Committee as follows; Mayor Don Furniss, Councillor Terry Ledger, Councillor Sandy Currie and Interim CAO Clayton Harris.

Today, it is recommended that Township Council confirm the following appointments to the Public Library Board and Community Centre Hall Boards (Council members). The attached by-laws have been prepared to reflect the recommended appointments for your consideration.

PUBLIC LIBRARY BOARD
Composition: 7 members (5 citizens / 2 council)
Term: 4 years, concurrent with the term of Council
Legislation: Public Libraries Act
Draft By-law: By-law 2014-156
Council Members: Councillor Jean-Ann Baranik
Citizen Members: As recommended in the confidential memo

COMMUNITY CENTRE HALL BOARD – COUNCIL MEMBERS
Composition: 1 Council member per Hall Board (12 Community Centres)
Term: four years, concurrent with the term of Council
Legislation: Municipal Act
Draft By-law: By-law 2014-158
Council Members: Bala Councillor Sandy Currie
Cardwell (Hekkla) Councillor Gault McTaggart
Foot’s Bay Councillor Terry Ledger
Glen Orchard Councillor Terry Ledger
Milford Bay Councillor Linda Barrick-Spearn
Peninsula Councillor Jean-Ann Baranik
Port Carling Councillor Jean-Ann Baranik
Raymond Councillor Gault McTaggart
Torrance Councillor Ruth Nishikawa
Ullswater Councillor Allen Edwards
Walker’s Point Councillor Donelda Kruckel
Windermere Councillor Allen Edwards

With respect to the Fence Viewers and Property Standards Committees, we must extend the deadline for further applications to be submitted prior to appointment. Additional appointments will be made at upcoming meetings.

FINANCIAL: NA
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW NUMBER 2014-156

Being a by-law to establish and appoint members to The Corporation of The Township of Muskoka Lakes Public Library Board.

WHEREAS The Corporation of The Township of Muskoka Lakes passed By-law 90-109 on the 14th day of May, 1990, to establish a public library to be known as The Corporation of The Township of Muskoka Lakes Public Library;

AND WHEREAS Section 9(1) of the Public Libraries Act, R.S.O. 1990, CHAPTER P.44, provides that a public library board shall be composed of at least five members appointed by the municipal council;

AND WHEREAS Section 10(1) of the Public Libraries Act, R.S.O. 1990, Chapter P.44, provides for the qualifications of the persons to be appointed as members of a board;

AND WHEREAS Section 10(2) of the Public Libraries Act, R.S.O. 1990, Chapter P.44, provides that the appointing council shall not appoint more of its own members to a board than the number that is one less than a majority of the board;

AND WHEREAS Section 10(3) of the Public Libraries Act, R.S.O. 1990, Chapter P.44, provides that a board member shall hold office for a term concurrent with the term of the appointing council, or until a successor is appointed, and may be reappointed for one or more further terms;

AND WHEREAS Section 14(1)(2) of the Public Libraries Act, R.S.O. 1990, Chapter P.44, provides that the first meeting of a board in a new term shall be called by the chief executive officer, if authorized to do so by by-law of the appointing council, or if no by-law has been passed, by the clerk of the appointing council;

NOW THEREFORE the Municipal Council of The Corporation of The Township of Muskoka Lakes enacts as follows:

1. That The Corporation of The Township of Muskoka Lakes Public Library Board be appointed to provide public library services and to operate the library pursuant to the Public Libraries Act, R.S.O. 1990, Chapter P.44.

2. That The Corporation of The Township of Muskoka Lakes Public Library Board shall be composed of five citizen members and two Council members totalling seven members.

3. That the following Corporation of The Township of Muskoka Lakes Public Library Board members are hereby appointed for a term concurrent with the term of the appointing Council, or until a successor is appointed and that said Board members have met the qualifications as provided in the Public Libraries Act, R.S.O. 1990, Chapter P.44:

1.
2.
3.
4.
5.
6. Councillor Jean-Ann Baranik
7. Councillor Donelda Kruckel
4. That the chief executive officer for The Corporation of The Township of Muskoka Lakes Public Library, is hereby authorized to call the first meeting of the Board.

5. That By-law 2011-14, By-law 2012-21, By-law 2012-129, By-law 2012-154 and By-law 2013-137 be and the same are hereby repealed.

Read a first, second and third time and finally passed this 12th day of December, 2014.

___________________________
Mayor Don Furniss

____________________________
Cheryl Mortimer, Clerk
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW NUMBER 2014-158

Being a by-law to appoint Council members to the Community Centre Hall Boards for the Corporation of the Township of Muskoka Lakes.

WHEREAS Section 5 of the Municipal Act, 2001, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS Section 9 of the Municipal Act, 2001, as amended, provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

AND WHEREAS Section 11, of the Municipal Act, 2001, as amended, provides that a municipality may pass by-laws respecting matters within the spheres of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS Council deems it appropriate and expedient to appoint Councillors as voting members of their respective Community Centre Hall Board for the Township of Muskoka Lakes in accordance with the Township’s Community Centre Policy;

NOW THEREFORE The Council of The Corporation of The Township of Muskoka Lakes hereby enacts as follows:

1. That the following Councillors be appointed as voting members to the following Township of Muskoka Lakes Community Centre Hall Boards.

<table>
<thead>
<tr>
<th>Community Centre Hall Board</th>
<th>Council Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bala</td>
<td>Councillor Sandy Currie</td>
</tr>
<tr>
<td>Cardwell (Hekkla)</td>
<td>Councillor Gault McTaggart</td>
</tr>
<tr>
<td>Foot’s Bay</td>
<td>Councillor Terry Ledger</td>
</tr>
<tr>
<td>Glen Orchard</td>
<td>Councillor Terry Ledger</td>
</tr>
<tr>
<td>Milford Bay</td>
<td>Councillor Linda Barrick-Spearn</td>
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<td>Peninsula</td>
<td>Councillor Jean-Ann Baranik</td>
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<td>Councillor Gault McTaggart</td>
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<td>Councillor Ruth Nishikawa</td>
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<td>Ullswater</td>
<td>Councillor Allen Edwards</td>
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<tr>
<td>Walker’s Point</td>
<td>Councillor Donelda Kruckel</td>
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<tr>
<td>Windermere</td>
<td>Councillor Allen Edwards</td>
</tr>
</tbody>
</table>

2. That these appointments shall be for a term concurrent with the term of the appointing Council, or until a successor is appointed.

3. That this By-law shall come into force and take effect on the 12th day of December, 2014.

4. That if the Council appointed voting member, as indicated in Section 1. of this by-law, is unable to attend their respective hall board meeting, they shall ensure another member of Council attends on their behalf. Such member shall have voting privileges at the meeting while in attendance. Alternatively, the Mayor may attend in their place as ex-officio member on all Community Centre Hall Boards and who also has voting privileges.

5. That By-law 2010-146, By-law 2011-24 and By-law 2012-22 be and the same are hereby repealed.

Read a first, second, and third time and finally passed this 12th day of December, 2014.

_________________________
Mayor Don Furniss

___________________________
Cheryl Mortimer, Clerk
TO: Mayor Furniss and Members of Council

MEETING DATE: December 12, 2014

SUBJECT: ONTARIO COMMUNITY INFRASTRUCTURE FUND – CONTRIBUTION AGREEMENT

RECOMMENDATION: That By-Law 2014-157, being a by-law to authorize the Mayor and Clerk to execute and affix the corporate seal to the Ontario Community Infrastructure Fund Contribution Agreement between the Ministry of Agriculture, Food and Rural Affairs and the Township of Muskoka Lakes, be given three readings.

APPROVALS:

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. Mortimer, Clerk</td>
<td>08/12/14</td>
<td>Original signed by C. Mortimer</td>
</tr>
<tr>
<td>Acknowledged:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Harris, Interim CAO</td>
<td>09/12/14</td>
<td>Original signed by C. Harris</td>
</tr>
</tbody>
</table>

SUMMARY: Based on eligibility and other requirements of the Ontario Community Infrastructure Fund Formula-based Component, it is recommended that the Township enter into the Contribution Agreement to access infrastructure funding.

ORIGIN: August 18, 2014 announcement of the new Ontario Community Infrastructure Fund (OCIF) to support the revitalization and repair of roads, bridges and other critical infrastructure in small, rural and northern communities.

BACKGROUND: On August 18, 2014, the Province announced the new Ontario Community Infrastructure Fund through the Ministry of Agriculture, Food and Rural Affairs. The purpose of the fund is to provide annual funding to build and repair critical infrastructure in municipalities with 100,000 or fewer residents. Eligible infrastructure projects include roads, bridges, water and wastewater projects. Support for municipal infrastructure projects will be provided through OCIF in the amount of $100 million per year which for the first three years of the program, includes both application-based and formula-based components. Half of the funding will be allocated annually on a formula base, with the remaining half allocated through an application-based process.
Formula-based Component

Ontario municipalities must have a population of less than 100,000 as determined by the 2011 census or be located in northern Ontario to be eligible for the formula-based component of the OCIF.

On October 8, 2014, the Township was provided confirmation of eligibility under the OCIF formula-based component along with an allocation notice identifying the amount of funding to be received each year over the next three years of the program. The annual grant allocation for the Township is in the amount of $43,016.00.

As a result of this approval, the Township is required to enter into a Contribution Agreement with the Province no later than December 31, 2014, along with other requirements and conditions. The Township has now received the Contribution Agreement, a copy of which is attached for your reference. Terms and conditions include submission of the signed agreement and authorizing by-law, comprehensive asset management plan, insurance coverage, annual project reporting and annual financial reporting. Project reporting will require the selection on an eligible project to allocate the funds each year during budget deliberations. The agreement expiration date is March 31, 2018.

Application-based Component

Expressions of interest were received from eligible municipalities for the application-based component of the OCIF. The deadline for this component was September 19, 2014.

On September 16, 2014, the Township confirmed that the rehabilitation of the Rosseau River Bridge is a priority within the municipality’s comprehensive asset management plan and that this project be proposed for funding under the OCIF. Following this, an expression of interest was submitted to the Province.

Unfortunately, the Township was advised in November 2014 that our project proposal was not selected to move forward to the application phase of the OCIF.

FINANCIAL:

Pursuant to the formula-based component, the Township of Muskoka Lakes will be allocated $43,016.00 for the 2015, 2016 and 2017 funding years.
ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA-BASED COMPONENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(“Ontario”)

– and –

The Corporation of the Township of Muskoka Lakes
(the “Recipient”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars ($25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars ($25,000.00), where the recipient is an eligible Local Services Board;

AND WHEREAS the Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the Constitution Act, 1982.
“Adjust the Funds” means Ontario’s right to adjust, without limitation, any Funds provided to the Recipient under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.


“Arm’s Length” has the meaning given to it under the Income Tax Act (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the Broader Public Sector Accountability Act, 2010 (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “G” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service in return for financial consideration that may be claimed as an Eligible Cost under this Agreement.

“Effective Date” means the date set out at Part C.1 of Schedule “C” of this Agreement.

“Eligible Costs” means the costs described in Part E.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part C.2 of Schedule “C” of this Agreement.

“FIPPA” means the Freedom of Information and Protection of Privacy Act (Ontario).

“First Nation” means a band, as defined under section 2(1) of the Indian Act (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.
“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part E.2 of Schedule “E” of this Agreement.

“Local Services Board” means a Local Services Board established under the Northern Services Boards Act (Ontario).

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the project described in Part B.1 of Schedule “B” of this Agreement.

“Project Report” means the document set out under Part B.1 of Schedule “B” of this Agreement.

“PSSDA” means the Public Sector Salary Disclosure Act, 1996 (Ontario).

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the BPSAA, the PSSDA or any other type of broader public sector accountability statutes, the BPSAA, the PSSDA and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and vice versa. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and vice versa and a singular pronoun
shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

1.5 **Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

1.6 **Recitals.** The recitals to this Agreement do not form a part of the Agreement.

1.7 **Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

**SECTION 2**
**THE AGREEMENT**

2.1 **The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

```
“A”  Eligible Project Categories
“C”  Operational Requirements Under The Agreement
“D”  Financial Information For The Project
“E”  Eligible And Ineligible Costs
“F”  Aboriginal Consultation Requirements
“G”  Communications Protocol
```

2.2 **Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:

(a)  This document; and  
(b)  The Schedules attached to this document.

2.3 **Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

**SECTION 3**
**GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT**

3.1 **Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide Funds up to the amount set out under Part D.1 of Schedule “D” of this Agreement to the Recipient in accordance with Part D.2 of Schedule “D” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete any Project to which the Funds being provided under this Agreement have been directed.
3.2 **Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in any Project to which Funds are directed or their subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to any Project to which Funds are directed. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.

3.4 **Funds Limited To Specific Projects.** The Recipient shall only use the Funds being provided under this Agreement towards Projects that fall within the category of projects set out under Schedule “A” of this Agreement and those Projects have been set out under Part I of the Project Report, as set out under Part B.1 of Schedule “B” of this Agreement.

3.5 **Recipient To Spend Funds By December 31 Of The Calendar Year.** The Recipient shall spend any Funds provided to it under this Agreement by December 31 of the calendar year in which the Funds was provided under this Agreement. Where the Recipient does not spend the Funds it was provided under this Agreement by December 31 of the calendar year in which the Funds were provided, Ontario may Adjust the Funds that Ontario is providing to the Recipient in the following year by the amount of the Funds that the Recipient did not spend by December 31 the previous calendar year, plus any interest that the Recipient earned on those Funds.

3.6 **Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.

3.7 **Asset Retention.** The Recipient shall comply with Part C.7 of Schedule “C” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

3.8 **Behavior Of Recipient.** The Recipient shall carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

3.9 **Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar
authorization that the Recipient may need or want in relation to any Project to which Funding is directed or to meet any terms or conditions under this Agreement

3.10 **Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

**SECTION 4**
**FUNDS**

4.1 **Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs.

4.2 **Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.

4.3 **Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Part B.2 of Schedule “B” of this Agreement. Ontario reserves the right to request the return of any interest that the Recipient earns on the Funds.

4.4 **Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part E.1 of Schedule “E” of this Agreement.

4.5 **Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part E.2 of Schedule “E” of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.

4.6 **Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part E.1 of Schedule “E” of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.

4.7 **New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 **Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:

(a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
(b) The Recipient still has Funds under its charge, management or control:
(i) On January 1 of the following calendar year in which the Funds were provided, or
(ii) Upon the expiry or termination of this Agreement; and
(c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within fifteen (15) Business Days of receiving a written demand from Ontario.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement.

SECTION 5
PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

(a) Must be reasonable;
(b) Must be directly related to the Project in which the Funds are directed;
(c) Must be an Eligible Cost;
(d) Must not be an Ineligible Cost; and
(e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after the Effective Date of this Agreement for the first year and January 1 of each calendar year this Agreement is in effect and spent by December 31 of the same calendar year.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part D.2 of Schedule “D” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part D.2 of Schedule “D” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient until the Recipient has met the following further conditions precedent:

(a) The Recipient has submitted to the Ministry of Municipal Affairs and Housing any outstanding Financial Information Returns by December 31 of each calendar year;
(b) The Recipient has submitted to the Ministry a copy of their asset management plan and any subsequent updates by December 31 of each calendar year;
(c) The Recipient has:
   (i) Where the Recipient has previously committed to making its asset management plan publically available under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has made its asset management plan public by:
a. Posting its asset management plan on its website, if it has one, or
b. Made its asset management plan publicly available and has
   provided Ontario with information as to how it has made its asset
   management plan publicly available; or
(ii) Where the Recipient has not previously committed to completing an asset
management plan by December 31, 2014 under any other agreement it
has entered into with Her Majesty the Queen in Right of Ontario, the
Recipient has submitted a declaration certifying that the Recipient is
committed to developing an asset management plan that includes all of
the information and analysis described in Building Together: Guide for
Municipal Asset Management Plans, by December 31, 2015;
(d) The Recipient has provided evidence that the insurance required by section 8.1
of this Agreement has been obtained within ten (10) Business Days of Ontario’s
request;
(e) The Recipient has provided Ontario with any requested information within ten
(10) Business Days of Ontario’s request; and
(f) The Recipient has not or is not meeting any duty to consult with Aboriginal
Groups requirements set out under this Agreement.

5.4 **Withholding Payment Of Funds.** Ontario may, in its sole and absolute discretion,
withhold the payment of any Funds to the Recipient where:

(a) Ontario is of the opinion that a Project in which the Funds are directed is not
progressing in accordance with how other projects of a similar size and scope
would progress under similar circumstances; and
(b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance
with any other agreements that the Recipient has entered into with Her Majesty
the Queen in Right of Ontario where Ontario may be providing financial
assistance to the Recipient, directly or indirectly, under that agreement. Where
Ontario withholds the payment of any Funds to the Recipient, the following shall
apply:
(i) Ontario has complete and absolute discretion to determine whether the
Recipient is in compliance with the terms or conditions of any other
funding agreements, such as the Municipal Infrastructure Investment
Initiative and the Small, Rural and Northern Municipal Infrastructure Fund,
whereby the Recipient is receiving, directly or indirectly, funding from
Ontario;
(ii) Ontario shall continue to withhold any payments of any Funds to the
Recipient under this Agreement until the Recipient has come into
compliance with the terms and conditions of any other agreement
whereby the Recipient receives, directly or indirectly, funding from
Ontario; and
(iii) Ontario agrees that it will act reasonably when applying this section 5.4 of
the Agreement and shall promptly notify the Recipient of any
determinations made by Ontario with respect to the application of this
section 5.4 of the Agreement.
SECTION 6
RECIPIENT’S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient’s Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

(a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
(b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario’s rights under this Agreement;
(c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
(d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
(e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
(f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

(a) Establish a code of conduct and ethical responsibilities for the Recipient;
(b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
(c) Establish decision-making mechanism;
(d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
(e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
(f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
(g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.
6.4 **Recipient Shall Provide Proof Of Compliance Upon Ontario’s Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part D.2 of Schedule “D” of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

**SECTION 7**

**CONFLICT OF INTEREST AND CONFIDENTIALITY**

7.1 **No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 **Disclosure Of Conflict Of Interest Situations.** The Recipient shall:

(a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and

(b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 **Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the FIPPA and its regulations bind Ontario.

**SECTION 8**

**INSURANCE**

8.1 **Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the types of Projects in which Funds are being directed, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part C.3 of Schedule “C” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient’s Commercial General Liability Insurance policy shall include:

(a) The Indemnified Party as an additional insured 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;

(d) Products and Completed Operations Liability coverage;

(e) Employers Liability;

(f) Tenants Legal Liability (for premises/building leases only);
(g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and

(h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the Construction Lien Act (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9
LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient’s officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient’s own negligence or wilful misconduct, as a result of or arising out of or in relation to:

(a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;

(b) The ongoing operation, maintenance and repair of the Project; or

(c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out or in relation to:

(a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or
employees where the third party entered into a Contract with the Recipient in relation to the Project;

(b) The ongoing operation, maintenance and repair of the Project; or

(c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 **Recipient To Require Third Parties To Indemnify Ontario.** The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

(a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;

(b) The ongoing operation, maintenance and repair of the Project; or

(c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.4 of the Agreement as against any third party.

9.5 **Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.5 of the Agreement as against any third party.

**SECTION 10**

**PROCUREMENT**

10.1 **Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
10.2 Competitive Procurement Process. The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent, competitive process that ensures the best value for any Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the Municipal Act, 2001 (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the Municipal Act, 2001 (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the Municipal Act, 2001 (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars ($25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

(a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
(b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.3 BPSAA. For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of this Agreement and the requirements of the BPSAA, the BPSAA shall apply.

10.4 Contracts. The Recipient shall ensure that all Contracts:

(a) Are consistent with this Agreement;
(b) Do not conflict with this Agreement;
(c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
(d) Are managed in a way that is transparent, competitive and consistent with value for money principles
(e) Require that any third parties thereto comply with all Requirements of Law; and
(f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.5 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.6 Goods And Services To Be Procured In Competitive Manner And At Price No Greater Than Fair Market Value. Despite anything else contained in this section 10 of the Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
10.7 **Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to any Project in which Funds are directed for a period of at least seven (7) years after the Term of this Agreement.

10.8 **Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

**SECTION 11**

**ABORIGINAL CONSULTATION**

11.1 **Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.

11.2 **Recipient Ontario’s Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule “F” of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as Ontario’s delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to any Project in which Funds are directed.

11.3 **Recipient’s Obligations In Relation To Consultations.** The Recipient shall:

(a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of Ontario in accordance with Schedule “F” of this Agreement;

(b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and

(c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Project Report, as set out under Part B.1 of Schedule “B” of this Agreement.

11.4 **Recipient Shall Not Start Construction On Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups.** The Recipient shall not commence or allow any third party to
commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups identified in accordance with Schedule “F” of this Agreement.

SECTION 12
COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule “G” of this Agreement.

SECTION 13
REPORTS

13.1 Project Report. The Recipient shall submit a Project Report for every Project it proposes to direct Funds under this Agreement toward, as set out under Part B.1 of Schedule “B” of this Agreement, to Ontario by the date indicated in Part C.4 of Schedule “C” of this Agreement and in accordance with the requirements set out under Part B.1 of Schedule “B” of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Annual Financial Report. The Recipient shall submit an Annual Report, as set out under Part B.2 of Schedule “B” of this Agreement, to Ontario on the dates set out in Part C.5 of Schedule “C” of this Agreement and in accordance with the requirements set out under Part B.2 of Schedule “B” of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.3 Additional Reports Upon Request. The Recipient shall, upon Ontario’s request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

13.4 Compliance Attestation. The Recipient shall provide a compliance attestation in accordance with the following when any reports required under sections 13.1 to 13.3 of this Agreement is submitted:

(a) Where the Recipient is a municipality, the compliance attestation shall be signed by the Recipient’s Administrative Officer/Clerk or Treasurer.
(b) Where the Recipient is a LSB, the compliance attestation shall be signed by the Recipient’s Chair or secretary.
SECTION 14
RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

14.1 Recipient’s Obligations Under Agreement. The Recipient:

(a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to any Project in which Funds are directed in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and

(b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to any Project in which Funds are directed, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient’s Premises And Projects’ Premises At Any Time. Ontario reserves the right to inspect the Recipient’s premises and any premises of any Project in which Funds are directed at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours’ written notice and during normal business hours, enter the Recipient’s premises to review the status of any Project in which Funds are directed and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to any Project in which Funds are directed.

14.3 Audits. Ontario may, at its own expense, conduct audits of any Project in which Funds are directed. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General’s cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

(a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and

(b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or any Project in which Funds are directed as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part D.2 of Schedule “D” of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement.
SECTION 15
DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

(a) In the opinion of Ontario:
(i) The Recipient has provided false or misleading information to Ontario;
(ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
(iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
(iv) The Recipient is unable to continue with any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
(v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;

(b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or

(c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

(a) Ontario shall not have to provide any further Funds under this Agreement;
(b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
(c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.
15.5 **Ontario’s Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days’ notice to the Recipient, provided it acts reasonably in doing so.

15.6 **Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

15.7 **Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

### SECTION 16

**GENERAL PROVISIONS**

16.1 **Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

16.2 **Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

16.3 **Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

16.4 **Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.

16.5 **Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

16.6 **Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
16.7 *Time Is Of The Essence.* In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

16.8 *Severability.* If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

16.9 *No Assignment Of Agreement.* The Recipient shall not assign this Agreement to any other person unless the Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.

16.10 *No Amendment.* This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.

16.11 *Joint Authorship Of Agreement.* The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

16.12 *Parties Independent.* The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.

16.13 *Recipient Cannot Represent Ontario.* The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.

16.14 *Consultants.* Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient’s employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

16.15 *Lobbyists And Agent Fees.* The Recipient represents and warrants:

(a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998.*
(b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

(c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owing To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the Financial Administration Act (Ontario) or the Financial Administration Act (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part C.6 of Schedule “C” of this Agreement.

Notice shall be deemed to have been received:

(a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or

(b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.
16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 3 to 6, 9, 11 and 13 to 15; subsections 1.2 to 1.7, 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts C.6 and C.7 of Schedule “C” of this Agreement and Schedules “E” and “F”; along with all applicable defined terms within section 1, all cross-referenced provisions within the foregoing sections, subsections and Schedules.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: George Borovilos
Title: Assistant Deputy Minister (A)

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

Name: __________________________
Title: __________________________

AFFIX CORPORATE SEAL

Name: __________________________
Title: __________________________

I/We have the authority to bind the Recipient.
SCHEDULE “A”
ELIGIBLE PROJECT CATEGORIES

Eligible Projects include:

The development and implementation of asset management plans (e.g. software, training, inspections) for core infrastructure assets

Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets which include:

- Roads
  o Paved Roads
  o Unpaved Roads
  o Street lighting and sidewalks may be included as eligible items when part of a road project.
- Bridges and Culverts
- Water
  o Water Treatment
  o Water Distribution/Transmission
- Wastewater
  o Wastewater Treatment & Disposal
  o Sanitary Sewer Systems
  o Storm Sewer Systems (Urban and Rural)
  o Note: Routine upgrades or improvements to storm water infrastructure and drainage are ineligible; an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges).

Funds are not to be used for growth-related expansion projects (e.g., new subdivision infrastructure).

A Recipient may choose to transfer its yearly allocation to another eligible Recipient in the furtherance of a joint project. A Recipient will only be allowed to transfer Funds if the following are in place:

- The participating Recipients will need to inform Ontario that they are undertaking a joint project and put formal agreements in place for the joint project that provide details on the shared funding arrangement and reason for the transfer of Funds.
- The Project being funded is listed as a priority in the asset management plans of all Recipients involved in the Project.
SCHEDULE “B”
PROJECT REPORT AND ANNUAL FINANCIAL REPORT

PART B.1 – PROJECT REPORT

The Project Report shall indicate to the Ministry what Project the Recipient will use the Funds for. The Project Report contains two sections: (1) Proposed Project Reporting Table and (2) Annual Project Information Update. The Recipient must submit a separate Project Report for every Project proposed to utilize the Funds.

PROPOSED PROJECT REPORTING TABLE

Section A of the applicable Project Report must be submitted 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

Should the Recipient require a revision in the Project set out in the Project Report; the Recipient shall revise the Project Report and submit an updated Project Report as soon as possible to the Ministry and prior to any construction being undertaken on the Project. The Recipient shall note that the Project has been changed from the original Project Report.

ANNUAL PROJECT INFORMATION UPDATE

Section B of the applicable Project Report must be submitted no later than December 31st of each calendar year.

There are two (2) Project Reports:
- Project Report A: Road Resurfacing or Asset Management Projects
- Project Report B: Other Eligible Projects

For Projects involving asset management or road resurfacing, use report “A”.

Road resurfacing is defined as a road Project where the land will not be disturbed, altered or affected through excavation (i.e., no increase in width, change in alignment, etc.) except for the removal of the current surface and the installation of a new surface.

For all other Projects use report “B”.

PART B.2 – ANNUAL FINANCIAL REPORT

The Recipient shall provide an annual financial update to the Ministry in the form prescribed no later than December 31st of each calendar year.
## PROJECT REPORTS

### SECTION A: PROPOSED PROJECT REPORTING TABLE

This section must be filled out and submitted to the Ministry as Business Day, on or before March 31st. Once project is completed, the following forms are to be included:

- A separate report is required for every project.
- A separate report is also required to utilize Program Funds. The report should be submitted to the Ministry.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Type</th>
<th>Project Category</th>
<th>Project Description</th>
<th>Project Status</th>
<th>Project Cost</th>
<th>Street Address</th>
<th>Street Length</th>
<th>Estimated Traffic</th>
<th>Estimated Year of Submission</th>
<th>Project Start Date</th>
<th>Project Completion Date</th>
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<tbody>
<tr>
<td>Example</td>
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<td>Example</td>
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<td>Example</td>
<td>Example</td>
<td>Example</td>
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### PART I: PROJECT ACTIVITIES

1. **What is the current status of the project?**
2. **Is there any variance between the project description noted above and the actual project completed or in progress?**
   - In Progress
   - Behind Schedule
   - Completed
   - Not Proceeding

### PART II: ANNUAL PROJECT INFORMATION UPDATE

- **Proposed Start Date**
- **Date of Start**
- **Street Length**
- **Street Address**
- **Estimated Total Construction Cost**
- **Street Construction Cost**
- **Estimated Total Construction Plan**
- **Street Construction Plan**
- **Construction Plan for Road Network**
- **Construction Plan for Other Projects**

---

Report from the Clerk Re: Ontario Community
**PART 3: CONFLICT DECLARATION**

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<th>Details</th>
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<th>No</th>
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**PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR**

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<th>Year 2022</th>
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<td>Actual total project costs</td>
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**PART 1: PROJECT ACTIVITIES**

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<th>Description</th>
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<th>Year 2022</th>
<th>Year 2021</th>
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<tbody>
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<td></td>
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</tbody>
</table>

**NOTE:** Supporting documentation for any financial figures in this report shall be provided in the annual financial report.
<table>
<thead>
<tr>
<th>Date</th>
<th>Title</th>
<th>Name</th>
</tr>
</thead>
</table>

2. It is in compliance with all of the terms and conditions of the Agreement.

3. The information provided herein and in any document attached is accurate and complete.

By inserting a name, title and date below, the recipient warrants that:

PART 4: ATTESTATION

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.
### PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Insert date MM/DD/YYYY</td>
</tr>
<tr>
<td>2</td>
<td>Proposed Completion Date</td>
</tr>
<tr>
<td>3</td>
<td>$ Insert dollar value</td>
</tr>
<tr>
<td>4</td>
<td>Project Cost</td>
</tr>
<tr>
<td>5</td>
<td>$ Insert dollar value</td>
</tr>
<tr>
<td>6</td>
<td>Estimated Total</td>
</tr>
<tr>
<td>7</td>
<td>Longitudinal</td>
</tr>
<tr>
<td>8</td>
<td>Latitudinal</td>
</tr>
<tr>
<td>9</td>
<td>Insert information here</td>
</tr>
<tr>
<td>10</td>
<td>City/Town</td>
</tr>
<tr>
<td>11</td>
<td>Insert information here</td>
</tr>
<tr>
<td>12</td>
<td>Street Address</td>
</tr>
</tbody>
</table>

#### Project Description
- Insert a description of the project. Historical details are not necessary only when you plan on doing:

#### Project File
- Insert a project title and more than 1 word please.

- What is the project file type?
  - [ ] Water
  - [ ] Waste
  - [ ] Energy
  - [ ] Other than Leonardo
  - [ ] Other

- How much is the total cost?

- Project Status
  - [ ] New
  - [ ] Existing
  - [ ] Other

For each project list in the following table is listed:

#### PROJECT REPORTING TABLE

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### SECTION A: PROPOSED PROJECT REPORTING TABLE

<table>
<thead>
<tr>
<th>Ontario Community Infrastructure Fund – Formula Component</th>
</tr>
</thead>
</table>

**Ontario**
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final response here</td>
<td></td>
</tr>
<tr>
<td>Initial response here</td>
<td></td>
</tr>
<tr>
<td>Part 2: Duty to consult assessment questions</td>
<td></td>
</tr>
</tbody>
</table>
### PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

<table>
<thead>
<tr>
<th>Report from the Clerk Re: Ontario Community</th>
<th>Page 145 of 159</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NOTE</strong></td>
<td>Supporting documentation for any financial figures in this report shall be provided to ORAPPA upon request and should be retained as required by law.</td>
</tr>
<tr>
<td><strong>Section 1.1.6</strong></td>
<td>The dollar value of the amount to be declared in your annual financial report.</td>
</tr>
<tr>
<td><strong>Closing Balance of Support Funds to Date</strong></td>
<td>XXXX</td>
</tr>
<tr>
<td><strong>Actual Formula Funds Utilized on Eligible Project (from Section A)</strong></td>
<td>XXXX</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td>XXXX</td>
</tr>
</tbody>
</table>

### Details

- **Other Please Specify:**
  - [ ] Yes
  - [ ] No

- **Highly prioritized issues in asset management:**
  - [ ] Yes
  - [ ] No

- **Address urgent public health and safety:**
  - [ ] Yes
  - [ ] No

- **At Project Completion:**
  - [ ] Yes
  - [ ] No

#### A. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project provided:

1. **Was not detailed in plan? Please specify:**
   - [ ] Yes
   - [ ] No

2. **Due to be completed in the next year:**
   - [ ] Yes
   - [ ] No

3. **Due to be completed in the next 2 years:**
   - [ ] Yes
   - [ ] No

4. **Due to be completed in the next 5 years:**
   - [ ] Yes
   - [ ] No

#### B. As detailed in your asset management plan (AAPP), what was the priority of the project using the funding?

- [ ] Yes

#### C. Have any variations between the project description noted above and the actual project completed in progress?

- [ ] Yes
  - [ ] No

#### D. What is the current status of the above project?

- [ ] Yes

### SECTION B: ANNUAL PROJECT INFORMATION UPDATE

- [ ] Yes
- [ ] No

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31.
Report from the Clerk Re: Ontario Community Page 146 of 159

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**PART 4: ATTESTATION**

A copy of any correspondence/information between the recipient and any Aboriginal communities was forwarded to the Province of Ontario.

The Province of Ontario was made aware of any issues (including by any Aboriginal communities) any burial grounds of archaeological sites of cultural significance, adverse impacts on bringing excavation findings and plant harvesting, and other potential impacts on the province.

Please ensure the following is noted:
- Final project description:
- Final project design:
- Final project activities:

**PART 3: DUTY TO CONSULT DECLARATION**

Please provide written evidence to show the requirements have been met under Schedule "C" of the Agreement.
### ANNUAL FINANCIAL REPORT

**ONTARIO COMMUNITY INFRASTRUCTURE FUND - ANNUAL FINANCIAL REPORT**

<table>
<thead>
<tr>
<th>Recipient Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
</tbody>
</table>

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#### FUNDS RECEIVED FROM OCIF FORMULA COMPONENT

(refer to Schedule "D" of your Agreement)

<p>| | |</p>
<table>
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#### ADDITIONS TO THE FUNDING AMOUNT:

Add: Any interest earned on this funds received:

<p>| | |</p>
<table>
<thead>
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*(As per section 4.1 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)*

Add: Any amount(s) received from another Recipient's OCIF Allocation:

*(Provide name of Municipality/Local Services Board and amount received)*

<table>
<thead>
<tr>
<th>Name of Municipality / LSB</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL RECEIVED FROM OTHER RECIPIENTS:</td>
<td></td>
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</tbody>
</table>

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#### TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD:

<p>| | |</p>
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#### SUBTRACTIONS FROM THE FUNDED AMOUNT:

Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB:

*(Provide name of Municipality/Local Services Board and amount transferred)*

<table>
<thead>
<tr>
<th>Name of Municipality / LSB</th>
<th></th>
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<tbody>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL TRANSFERRED TO OTHER RECIPIENTS:</td>
<td></td>
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</tbody>
</table>

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Subtract: Total formula funds utilized on eligible projects:

*(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section B - Part 2. Financial Update section of your required Project Report(s))*

<table>
<thead>
<tr>
<th>Project Name</th>
<th></th>
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<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL FUNDS USED ON ELIGIBLE PROJECTS:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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#### TOTAL FUNDS TRANSFERRED OR SPENT:

<p>| | |</p>
<table>
<thead>
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#### CLOSING BALANCE OF FUNDS:

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<tbody>
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</tbody>
</table>

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*As per section 1.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided an amount for interest earned above.*

---

#### ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER

By inserting a name, title and date below, the recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete;
2. Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
3. The recipient is in compliance with all the terms and conditions of the Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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Report from the Clerk Re: Ontario Community

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SCHEDULE “C”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART C.1 – EFFECTIVE DATE OF AGREEMENT

C.1.1 Effective Date Of Agreement. This Agreement is effective as of the date that the Minister signs it.

PART C.2 – EXPIRATION DATE

C.2.1 Expiration Date Of Agreement. Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART C.3 – INSURANCE REQUIREMENTS

C.3.1 Insurance Requirements. The Recipient shall have no less than two million dollars ($2,000,000.00) in general commercial liability insurance per occurrence.

PART C.4 – SUBMISSION OF PROJECT REPORT

C.4.1 Submission Of Project Report. The Recipient shall submit its Project Report in accordance with the following:

The Recipient shall submit section “A” of the applicable Project Report to Ontario 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

The Recipient shall submit section “B” of the applicable Project Report to Ontario no later than December 31st of each calendar year.

PART C.5 – SUBMISSION OF ANNUAL REPORT

C.5.1 Submission Of Annual Report. The Recipient shall submit the Annual Financial Report and Part “B” of the Project Report for all applicable Projects to Ontario by December 31st of the year in which the Funds were received.
PART C.6 – NOTICE AND CONTACT

C.6.1 Notice And Contact Information. Notices under this Agreement shall be sent to the following persons at the following addresses:

<table>
<thead>
<tr>
<th>To Ontario:</th>
<th>To Recipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Joel Locklin, Manager Telephone: 519-826-3791 Fax: 519-826-3398 Email: <a href="mailto:OCIF@ontario.ca">OCIF@ontario.ca</a></td>
<td>The Corporation of the Township of Muskoka Lakes PO Box 129, Port Carling, Ontario P0B 1J0 Attention: Cheryl Mortimer Telephone: (705) 765-3156 Email: <a href="mailto:cmortimer@muskokalakes.ca">cmortimer@muskokalakes.ca</a></td>
</tr>
</tbody>
</table>

PART C.7 – ASSET RETENTION PERIOD

C,7.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify OMAFRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

C.7.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.
PART D.1 – PROVISION OF FUNDS

D.1.1 Funds Provided By Ontario. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to the amount indicated in the table immediately below in Funds for Eligible Costs. Subject to sections 3.5 and 4.3 of this Agreement, the Recipient may also retain any interest earned upon those Funds.

<table>
<thead>
<tr>
<th>Funding Year</th>
<th>Annual Financial Assistance</th>
<th>Timeframe for Funds to be spent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$ 43,016.00</td>
<td>January 1 - December 31, 2015</td>
</tr>
<tr>
<td>2016</td>
<td>$ 43,016.00</td>
<td>January 1 - December 31, 2016</td>
</tr>
<tr>
<td>2017</td>
<td>$ 43,016.00</td>
<td>January 1 - December 31, 2017</td>
</tr>
</tbody>
</table>

PART D.2 – PAYMENT OF FUNDS

D.2.1 Payment of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

Annual Financial Assistance is equal to or under $150,000.00

<table>
<thead>
<tr>
<th>Funding Year</th>
<th>100% Payment Date Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>January – March 2015</td>
</tr>
<tr>
<td>2016</td>
<td>January – March 2016</td>
</tr>
<tr>
<td>2017</td>
<td>January – March 2017</td>
</tr>
</tbody>
</table>

Annual Financial Assistance is over $150,000.00

<table>
<thead>
<tr>
<th>Funding Year</th>
<th>1st Installment (25%)</th>
<th>2nd Installment (50%)</th>
<th>3rd Installment (25%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>January – March 2017</td>
<td>April – June 2017</td>
<td>July to September 2017</td>
</tr>
</tbody>
</table>
SCHEDULE “E”
ELIGIBLE AND INELIGIBLE COSTS

PART E.1 – ELIGIBLE COSTS

E.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

(a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
(b) Development and implementation of asset management plans (e.g. software, training and inspections);
(c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
(d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
(e) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
(f) The costs of developing and implementing innovative techniques for carrying out the Project;
(g) The costs of Project-related signage, lighting, Project markings and utility adjustments;
(h) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
(i) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.
PART E.2 – INELIGIBLE COSTS

E.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

(a) Costs not incurred in accordance with section 5.1(e) of the Agreement;
(b) Costs associated with the acquisition or leasing of:
   (i) Land,
   (ii) Buildings,
   (iii) Equipment,
   (iv) Other facilities, and
   (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
(c) Financial charges, legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments;
(d) The value of any goods and services which are received through donations or in kind;
(e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
(f) Meal, hospitality or incidental costs or expenses of Consultants;
(g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
(h) Costs of accommodation for any Aboriginal Group.

E.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

E.2.3 Costs Of Non-Arm’s Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm’s Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.
SCHEDULE “F”
ABORIGINAL CONSULTATION REQUIREMENTS

PART F.1 – PURPOSE AND DEFINITIONS

F.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

F.1.2 Definitions. For the purposes of this Schedule:

“Section 35 Duty” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the Constitution Act, 1982.

PART F.2 – RESPONSIBILITIES OF ONTARIO

F.2.1 Ontario’s Responsibilities. Ontario is responsible for:

(a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;

(b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;

(c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;

(d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;

(e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and

(f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART F.3 – RESPONSIBILITIES OF THE RECIPIENT

F.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

(a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;

(b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
(d) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;

(e) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

(f) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;

(g) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

(h) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

(i) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;

(j) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;

(k) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;

(l) Answering any reasonable questions to the extent of the Recipient’s ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;

(m) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario’s request;

(n) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the
Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

(o) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;

(p) Complying with Ontario’s direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

(q) Providing in any contracts with Third Parties for the Recipient’s right and ability to respond to direction from Ontario as Ontario may provide.

F.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

F.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

(a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;

(b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;

(c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

(d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;

(e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;

(f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;

(g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and

(h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.
F.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART F.4 – NO IMPLICIT ACKNOWLEDGEMENT

F.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection F.1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART F.5 – GENERAL

F.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART F.6 – NOTICE AND CONTACT

F.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Part 6.4 of Schedule C.
SCHEDULE “G”
COMMUNICATIONS PROTOCOL

This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

PURPOSE

This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:
- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PROJECT SIGNAGE

If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

MEDIA EVENTS

The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.
Media events and announcements include but are not limited to:
- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PRINTED MATERIALS, WEBSITES, PHOTO COMPILATIONS, AWARD PROGRAMS, AWARENESS CAMPAIGNS

The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

ISSUES MANAGEMENT

The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

COMMUNICATING SUCCESS STORIES

The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario’s publication about the Project prior to making it.

DISCLAIMER

If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario’s views.
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

BY-LAW NUMBER 2014-157

Being a by-law to authorize the Mayor and Clerk to execute and affix the corporate seal to an Ontario Community Infrastructure Fund Contribution Agreement between the Ministry of Agriculture, Food and Rural Affairs and the Corporation of the Township of Muskoka Lakes.

WHEREAS the Corporation of the Township of Muskoka Lakes wishes to enter into a Contribution Agreement in order to participate in the Ontario Community Infrastructure Fund;

AND WHEREAS sections 5, 9, 11 and 22 of the Municipal Act, 2001 provide that a municipality has the power to enter into agreements, including agreements with the Government of Ontario;

AND WHEREAS the Ministry of Agriculture, Food and Rural Affairs administers the Ontario Community Infrastructure Fund Program made available to eligible Ontario municipalities;

AND WHEREAS the Corporation of the Township of Muskoka Lakes is eligible under the Ontario Community Infrastructure Fund Formula-based Component of the Program;

AND WHEREAS the Township of Muskoka Lakes, deems it expedient to enter into the Ontario Community Infrastructure Fund Contribution Agreement with the Ministry of Agriculture, Food and Rural Affairs;

NOW THEREFORE the Council of the Corporation of the Township of Muskoka Lakes enacts as follows:

1. That the Mayor and Clerk be and are hereby designated and authorized to execute and affix the Corporate Seal to this Ontario Community Infrastructure Fund Contribution Agreement between the Ministry of Agriculture, Food and Rural Affairs and the Corporation of the Township of Muskoka Lakes as in Schedule A attached hereto.

2. That this By-law shall come into force and take effect on the date of passing.

3. Schedule A shall form part of this by-law.

Read a first, second and third time and finally passed this 12th day of December, 2014.

_________________________
Mayor, Don Furniss

_________________________
Cheryl Mortimer, Clerk