

**Central Almaguin Planning Board**  
**AGENDA**  
**Wednesday, January 7, 2026**  
**At the Village of South River Municipal Office located at**  
**63 Marie Street, South River**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/85140107883?pwd=MQ6wkxLJ0Xr5BYh2h1u6g6yLSpfOFz.1>

Meeting ID: 851 4010 7883

Passcode: 189166

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1. Call to order at 5:30 p.m.

2. Approval of Agenda

Recommendation: BE IT RESOLVED THAT this Board does hereby approve the January 7, 2026 agenda as written.

3. Declaration of Pecuniary Interests

4. a) Minutes – November 5, 2025 Meeting

Recommendation: BE IT RESOLVED THAT this Board does hereby adopt the minutes of Wednesday, November 5, 2025; as written

b) Minutes – December 3, 2025 Meeting (to follow)

Recommendation: BE IT RESOLVED THAT this Board does hereby adopt the minutes of Wednesday, December 3, 2025; as written

5. Payment of January Accounts:

(Payment method will be Cheque or electronically based on payee)

Recommendation: BE IT RESOLVED THAT this Board does hereby approve payment of the January Accounts:

Village of South River – Rent for January 2026 - \$363.78

Christine Hickey – Wages (December 1, 2025 – December 31, 2025 – 17 hours)

Russell Christie – Invoice: 90-145-004 - \$816.31

B008/25 and B009/25 – Refund of Overpayment of Finalization Fee - \$200.00

Online CRA Payments for December (\$100.11)

Online Visa Payment for December (\$32.77)

## 6. Public Meetings/Decisions on the following Files

### 6.1 B019/25 Joly – Concession 14, Lot 4 – 916 Sandhill Road

Recommendation: BE IT RESOLVED THAT this Board does hereby approve File B019/25 Joly;

This approval applies to create one (1) new lot which will have:

70.1m (+/-) Frontage on Sand Hill Road, with a depth of 121.92m (+/-) and an area of 0.809ha (+/-).

Retained Lot will be 3.642ha (+/-).

THE SUBJECT LANDS ARE LOCATED at Concession 14, Lot 4, municipally known as 916 Sandhill Road, Township of Joly, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Township of Joly be met before the deeds can be stamped and final approval given.

## 7. New/Direction Files

### 7.1 B001/26 Strong - Cancellation Certificate – 501 South Lake Bernard Road

Recommendation: BE IT RESOLVED THAT the Central Almaguin Planning Board authorize the Secretary-Treasurer to work with the applicant on issuing a Cancellation Certificate for Part Lot 13, Concession 2, Township of Strong, municipally known 501 South Lake Bernard Road;

AND THAT a fee of \$500.00 for the requested Cancellation Certificate be paid by the property owner to the Central Almaguin Planning Board;

AND FURTHER THAT the Secretary-Treasurer be authorized to sign necessary documents to complete the Cancellation Certificate process.

## 8. Follow-up/New Items

### 8.1 Ministry of Municipal Affairs and Housing - Transfer Payment Agreement Re: 2025-2026 Annual Assistance to Planning Board Draft Financial Statements

Recommendation: BE IT RESOLVED THAT the Central Almaguin Planning Board receive the correspondence from the Ministry of Municipal Affairs and Housing regarding Assistance to Planning Boards 2025-2026;

AND THAT the Board acknowledge the allocation of \$11,936 for the delivery of planning services in the unincorporated territory;

AND THAT the Chair and Secretary-Treasurer be authorized to execute the Transfer Payment Agreement.

9. Correspondence/Updates - None

10. By-Laws - None

11. Closed Session

Recommendation: BE IT RESOLVED THAT the Central Almaguin Planning Board hold a Closed Session as provided for by Section 239 (b) of the Municipal Act, 2001, as amended to deal with: Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Recommendation: BE IT RESOLVED THAT the Central Almaguin Planning Board does hereby return to open session at \_\_\_\_\_ p.m.

12. Adjournment – Next Meeting Date: Wednesday, February 4, 2026 at 5:30 p.m.

Recommendation: BE IT RESOLVED THAT the Central Almaguin Planning Board adjourn at \_\_\_\_\_ p.m. until Wednesday February 4, 2026 or at the call of the Chair.

Original e-mailed: January 3, 2026 Amended: \_\_\_\_, 2026

**Central Almaguin Planning Board**  
**MINUTES**  
**Wednesday, November 5, 2025**  
**At the Village of South River Municipal Office located at**  
**63 Marie Street, South River**

Attending:

<b>Chair</b>	South River Member Jim Coleman Sundridge Member Fraser Williamson Joly Member Chris Nicholson	<b>Vice Chair</b>	Machar Member Lynda Carleton Strong Member Tim Bryson
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**Regrets:** Provincial Member John MacLachlan

Secretary-Treasurer: Christine Hickey

Public: Amy Webb, Candy, Colin, Doug, Kevin Noaik, Kim Hall, Madison P., Matt, Peter Benninger, Lois Brisbois, Chad, Maurice Harapiak, Jennifer Harapiak, Nick Novelski, Nancy Webb, Nancy Johnstone, Marlin Cox, Brenda Cox, Rick Sorgini, Brenda Sorgini, Terry Boyes, Vanessa Boyes, Rebel Kennedy, Bart Wood, Jack Marshall, Steve Todoroff, Graydon McArthur, Galina Akhmadeevia  
(there may have been others in attendance, but the name was not clearly identified)

1. Call to order at 5:30 p.m.

The Chair called the meeting at order at 5:32 p.m.

The Chair provided a summary of how the public meetings would be handled.

2. Approval of Agenda

**Resolution #1**

**Moved by: Fraser Williamson**

**Seconded by: Lynda Carleton**

BE IT RESOLVED THAT this Board does hereby approve the November 5, 2025 agenda as amended to add Item 7.3 – New Application B019/25 Lount (application for direction).

**CARRIED**

3. Declaration of Pecuniary Interests - None
4. Minutes – October 1, 2025 Meeting

**Resolution #2**

**Moved by: Lynda Carleton**  
**Seconded by: Fraser Williamson**

BE IT RESOLVED THAT this Board does hereby adopt the minutes of Wednesday, October 1, 2025; as written **CARRIED**

5. Payment of November Accounts:

The Secretary-Treasurer advised the Board that when an invoice or account owing can be payment can be made by etransfer, this will be the preferred method instead of a cheque. The Board was in agreeance with this.

**Resolution #3**

**Moved by: Chris Nicholson**  
**Seconded by: Lynda Carleton**

BE IT RESOLVED THAT this Board does hereby approve payment of the November Accounts:

Village of South River – Rent for November 2025 - \$363.78  
Christine Hickey – Wages (October 1, 2025 – October 31, 2025 – 33 hours)  
Municipal Planning Services – Invoices 7246, 7247, 7248  
Deposit Refund for B002/24 – Coughlin – \$491.50

Online CRA Payments for October (\$189.87)  
Online Visa Payment for October (\$18.65)

**CARRIED**

6. Public Meetings/Decisions on the following Files

6.1 B016/25 Machar – Concession 4, Part Lot 22,23,24 – 2035 Eagle Lake Road

The meeting time for this application was approximately 5:35 p.m. to 5:39 p.m.

The Secretary-Treasurer confirmed that the required circulation was completed and there were no written or electronic comments received. The Chair confirmed if there were any questions or comments from those attending electronically or in person, there were no further comments or discussion from the Board.

**Resolution #4**

**Moved by: Chris Nicholson**  
**Seconded by: Fraser Williamson**

BE IT RESOLVED THAT this Board does hereby approve File B016/25 Machar

This approval applies to create one (1) new lot which will have:

60m (+/-) Frontage on Eagle Lake Road, with a depth of 58.2m (+/-) and an area of 0.5ha (+/-).

Retained Lot will be 46.3ha (+/-).

THE SUBJECT LANDS ARE LOCATED at Concession 4, Part Lots 22, 23, 24 with a municipal address of 2035 Eagle Lake Road, Township of Machar, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Township of Machar be met before the deeds can be stamped and final approval given. **CARRIED**

6.2 B003/24 and B004/24 Lount – Concession A, Lot 148 and 149 - 977 Rye Road

The meeting time for this application was approximately 5:39 p.m. to 5:55 p.m.

The Secretary-Treasurer confirmed that the required circulation was completed and there were no written or electronic comments received. The Chair confirmed if there were any questions or comments from those attending electronically or in person,

The following comments were received at the meeting (and have been summarized for minutes):

Rick and Brenda Sorgini (copy of full comments to be provided to Planning Board as part of the public record)

We own the acreage immediately east of both applications and have occupied this almost 400 acres for 40 years.

Some of our concerns are as follows:

The existing White's Road has a pit run gravel base, that is, large stones and lots of sand. With the minimal traffic presently using the road, maintenance is a challenge to keep the road functioning, even in the dry months. At the July Local Roads board meeting, the board in conjunction with MTO terminated winter maintenance. Primarily due to a very large deep ravine that creates grades that are unsafe for MTO operators and that existing equipment can not handle. This ravine is between the subject lots of these applications and the Rye Road. I contacted the Secretary/Treasurer of the Local Roads Board to inquire if that board was aware of these applications and did they have any intention of attending this meeting. I received an email reply from that

requested I share the following details – “This would not make these new lots suitable for year round habitation”. Should purchasers of these lots not be made aware of the access limitations could it then fall upon the township and consequently the Lount taxpayers to do the significant upgrades, including blasting to change the grades on the ravine, to make these lots winter accessible.

This could be considered isolated strip development which has been denounced in favour of centralized communal development based on cost effectiveness, Rye Road where there are multiple dwellings and winter maintenance, is certainly the preferred higher density area. Regardless, in the end, more residential development, no matter where, means more people and more demands for services, which translates into more costs for all Lount taxpayers.

This proposal could set a precedence for more development, and more development means more people and more demands for services that may not be currently available. This could result in one of the attributes of Lount, that so many of us relish, being lost as the township would need to become organized to meet the demands for ongoing and new services.

Fire protection in Lount is provided by the MNR. They are better prepared, equipped and trained to deal with forest fires than residential fires.

Approving these applications would be fiscally unwise and even if used for seasonal residents would be short sighted in terms of what those new residents would expect in the future. We enjoy and appreciate the White’s Road community for what it is. Relatively remote, lightly traveled, quaint, historic and as accessible as we need it to be. These same attributes make it untenable for six residential lots. Approving these applications would change all of that, with no upside apparent to the residents of White’s Road and Lount Township residents at large.

There were no further comments from those in attendance. The Board discussed the MTO no longer completing winter maintenance on Whites Road and would like the applicant to look into this.

#### **Resolution #5**

**Moved by: Tim Bryson**

**Seconded by: Lynda Carleton**

BE IT RESOLVED that application B0023/24 and B004/24 be deferred until the applicant is able to provide the requested documents.

AND THAT THE applicant be requested to reach out to the appropriate ministry to discuss Whites Road Access and if an agreement can be entered into for the province to maintain this road

**CARRIED**

### 6.3 S002/25 Strong – Concession 8, Lot 18 - 151 Sunny Ridge Road

The meeting time for this application was approximately 5:55 p.m. to 7:00 p.m.

There were two petitions and additional comments received prior to the meeting, a copy of the petitions and comments were provided to the Board Members at the meeting.

The required circulation was completed and that there were written comments received and included as part of the Agenda Package.

The Chair confirmed if there were any questions or comments from those attending electronically or in person. The following comments were received at the meeting (and have been summarized for minutes):

Jack Marshall – We need housing in the province, and we need to retain our younger population.

Nancy Webb – Accused of not wanting the development, this is not true but due process is needed. Requesting that the application be sent back to the Township of Strong until all of the required steps are completed. The Official Plan amendment and required studies should be submitted before a decision is made to be sure that the development is sustainable. MHBC did not support the application in their report. A petition has been submitted to the Board requesting the application be sent back to Township of Strong until the necessary studies have been completed.

Steve Todoroff – Clarification if the Hydrogeological study was completed

Rebel Kennedy – Growth is needed in this area, the proposal is needed with proper due diligence completed.

Graydon McArthur – Concerns with the water levels, would like to ensure that the proposed development will not impact water supply on neighbouring properties.

Maurice Harapiak – Pleased to understand that decision may not be made this evening. Once an approval is made on this application there are no material conditions that can be added. The application as presented is full of holes, the required studies indicate to

follow but for the Board to consider this application they can't be to follow. Submitted written comments that highlight the inconsistencies noted. If this application has been in progress for 10 years, why have the required studies not been completed.

Jennifer Harapiak – The Official Plan amendment is missing, and this is a requirement of a complete application. There should not be any further severances allowed on this property. The application states that the water is good, there is no Functional Servicing Report completed. The Map that was provided has many errors. The Report prepared by MHBC stated concerns and requirements for the proposal.

Doug Webb – Provided written comments with all of our concerns. A petition with 100 signatures requesting that the application be sent back to Strong until all of the documents are completed was submitted to the Board.

Terry Boyce – The petition is signed by 100 people, there are 1900 others that want to see the growth.

Northern Homes – Time should be given to gather more information on the proposal. Answers to the water table concerns should be addressed.

Discussion ensued on the application and the subject lands. Confirmation was provided that if granted approved, all conditions would have to be met before the Planning board can give final consent. This would include the reports listed in the resolution from the Township of Strong.

With the conclusion of the discussion, it was requested that the motion be brought forward and include the conditions noted by Township of Strong

#### **Resolution #6**

**Moved by: Tim Bryson**

**Seconded by: Fraser Williamson**

BE IT RESOLVED THAT this Board does hereby approve File S002/25 Strong

This approval applies to is to create fifteen (15) new rural residential lots and one block consisting of a private road through a plan of subdivision and common element condominium corporation for the private road (draft plan of subdivision attached).

All Lots will have frontage on the private road and each lot will have a minimum of 60 m frontage and an area of 0.41 ha.

THE SUBJECT LANDS ARE LOCATED at Concession 8, Lot 18, with a municipal address of 151 Sunny Ridge Road, Township of Strong, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board and the Township of Strong be met before the deeds can be stamped and final approval given.

AND THAT the Central Almaguin Planning Board be provided with a copy of all studies and applicable documents to confirm they are satisfied with the reports and that all requirements have been met **CARRIED**

Member Chris Nicholson left meeting at 7:01 p.m.

A Recess was taken at 7:03 p.m. and the meeting resumed at 7:14 p.m.

## 7. New Files

### 7.1 B014/25 Laurier – Concession 1, Lot 8 – 544 Brennans Road (Originally on August 2 Agenda – Additional Information Requested)

The Secretary-Treasurer advised that they had completed the MDS calculations as best as possible, as there are no animals being proposed for the barn they were not able to make any assumptions on this item.

The Secretary Treasurer be directed to proceed with a Notice of Public Meeting

### 7.2 B017/25 Laurier – Concession 3, Lot 11 – 20 Fisher Road

The Secretary-Treasurer advised that as per the initial planning comments, this lot would have to meet the infill definition in order for planning support. At this time, it appears that there are more than 6 properties within the specified radius but not able to provide confirmation on all of the building dates.

The Board was in agreeance that the applicant could consider obtain a Planning Report from their own planner, if required.

### 7.3 B018/25 Lount – Concession 2, Lot 12 – Boundary Road

The Secretary Treasurer be directed to proceed with a Notice of Public Meeting.

## 8. Follow-up/New Items

### 8.i Pahaphill and Associates – 2024 Audit Re: 2024 Draft Financial Statements

**Resolution #6**

**Moved by: Lynda Carleton**  
**Seconded by: Fraser Williamson**

BE IT RESOLVED THAT the Central Almaguin Planning Board receive the 2024 Draft Audit Documents prepared by Pahapill & Associates Professional Corp.;

AND THAT the Chair and Secretary-Treasurer be authorized to sign the required documents to complete the 2024 audit process. **CARRIED**

8.2 2026 CAPB Board Meeting Dates

The Secretary-Treasurer noted that the 2026 Municipal elections may have an impact on the November and December dates, this can be further discussed at that time.

**Resolution #7**  
**Moved by: Tim Bryson**  
**Seconded by: Fraser Williamson**

BE IT RESOLVED THAT the Central Almaguin Planning Board approve the 2026 CAPB Meeting dates. **CARRIED**

9. Correspondence/Updates - None

10. By-Laws - None

11. Closed Session - None

12. Adjournment

**Resolution #8**  
**Moved by: Lynda Carleton**  
**Seconded by: Tim Bryson**

BE IT RESOLVED THAT the Central Almaguin Planning Board adjourn at 7:29 p.m. until Wednesday December 3, 2025 or at the call of the Chair. **CARRIED**

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Jim Coleman, Chair

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Christine Hickey, Secretary-Treasurer

**Central Almaguin Planning Board**  
**MINUTES**  
**Wednesday, December 3 2025**  
**At the Village of South River Municipal Office located at**  
**63 Marie Street, South River**

Attending:

**Chair**      **Vice Chair**    Machar Member Lynda Carleton  
Sundridge Member Fraser Williamson    Provincial Member John MacLachlan  
Joly Member Chris Nicholson              Strong Member Tim Bryson

**Regrets:**      South River Member Jim Coleman

Secretary-Treasurer: Christine Hickey

Public: Kathy Roi, Dave McAlister, Rick M. (Other public members may have been in attendance)

1. Call to order

The Chair called the meeting at order at 5:35 p.m.

2. Approval of Agenda

**Resolution #1**

**Moved by: Fraser Williamson**

**Seconded by: John MacLachlan**

BE IT RESOLVED THAT this Board does hereby approve the December 3, 2025 agenda as amended to include Item 8.3 - B006-25 Lount and B007-25 Lount – Update to Conditions

**CARRIED**

3. Declaration of Pecuniary Interests - None
4. Minutes – November 5, 2025 Meeting

The Board was in agreeance to move the November minutes to the January Meeting

**Resolution #2**

**Moved by: Fraser Williamson**

**Seconded by: Chris Nicholson**

BE IT RESOLVED THAT this Board does hereby defer the approval of the Wednesday, November 5, 2025 minutes to the January 7<sup>th</sup>, 2026 meeting

**CARRIED**

5. Payment of December Accounts:  
(Payment method will be Cheque or electronically based on the payee)

**Resolution #3**

**Moved by: Chris Nicholson**

**Seconded by: Tim Bryson**

BE IT RESOLVED THAT this Board does hereby approve payment of the December Accounts:

Village of South River – Rent for December 2025 - \$363.78

Christine Hickey – Wages (November 1, 2025 – November 30, 2025 – 32.5 hours)

Pahapill cpa – Invoice CEN115 - \$3,955.00

CAPB Board Member Honourarium 2025 - \$8,500.00

Online CRA Payments for November (\$187.08)

Online Visa Payment for November (\$32.77)

**CARRIED**

6. Public Meetings/Decisions on the following Files

6.1 B014/25 Laurier – Concession 1, Lot 8 – 544 Brennans Road

The meeting time for this application was approximately 5:38 p.m. to 5:45 p.m.

The Secretary-Treasurer confirmed that the required circulation was completed and there were no written or electronic comments received. The Chair confirmed if there were any questions or comments from those attending electronically or in person, there were no further comments.

The Board is requesting that Recommendation 3 in the planning report be provided before a final decision is made. A copy of the survey is required to determine the ownership of the severed lot and to confirm that there would be no conflict to the proposed severance.

**Resolution #4**

**Moved by: John MacLachlan**

**Seconded by: Chris Nicholson**

THAT the BOARD hereby defer a decision on B014/25 until details can be provided on the proposed severed lot by the applicant.

**CARRIED**

## 6.2 B018/25 Lount – Concession 2, Lot 12 – Boundary Road

The meeting time for this application was approximately 5:45 p.m. to 5:48 p.m.

The Secretary-Treasurer confirmed that the required circulation was completed and there were no written or electronic comments received. The Chair confirmed if there were any questions or comments from those attending electronically or in person, there were no further comments.

### **Resolution #5**

**Moved by: Tim Bryson**

**Seconded by: Chris Nicholson**

BE IT RESOLVED THAT this Board does hereby approve File B018/25 Lount;

This approval applies to create two (2) new lots which will have:

Lot 1: 76.2m (+/-) Frontage on Machar-Strong Boundary Road, with a depth of 531.2m (+/-) and an area of 4.04ha (+/-).

Lot 2: 76.2m (+/-) Frontage on Machar-Strong Boundary Road, with a depth of 266.7m (+/-) and an area of 2.03ha (+/-).

Retained Lot will be 34.42ha (+/-).

THE SUBJECT LANDS ARE LOCATED at Concession 2, Lot 12, (Machar-Strong Boundary Road), Township of Lount, District of Parry Sound.

The Board requires that all conditions of draft approval from the Central Almaguin Planning Board be met before the deeds can be stamped and final approval given. **CARRIED**

## 7. New Files

### 7.1 B019/25 Joly – Concession 14, Lot 4 – 916 Sandhill Road

That the Secretary-Treasurer be authorized to proceed with a Notice of Public Meeting.

## 8. Follow-up/New Items

### 8.1 B003/24 and B004/24 Lount – Concession A, Lot 148 and 149 - 977 Rye Road Re: Update to Request from November 5, 2025 Meeting (verbal)

Secretary-Treasurer to confirm if there can be a document registered on title to note no winter maintenance and to reach out to the Local Roads Board on the status of the rye road and if they are able to provide further details on why the change to this maintenance of the road.

**Resolution #6**

**Moved by: Chris Nicholson**

**Seconded by: John MacLachlan**

BE IT RESOLVED THAT this Board does hereby receive the update from the Secretary Treasurer regarding the request for a formal document noting the setback of the proposed lots to the quarry and the request to contact the Ministry on the recent signage indicating no winter maintenance;

AND THAT ST be authorized to seek professional advice on the road status. **CARRIED**

**8.2 Appointment of Chair and Vice Chair for 2026**

**Resolution #7**

**Moved by: Chris Nicholson**

**Seconded by: Tim Bryson**

BE IT RESOLVED THAT this Board does hereby appoint Lynda Carleton as Chair and Fraser Williamson as Vice Chair for the 2026 term. **CARRIED**

**8.3 B006/25 and B007/25 Lount – Concession 8, Lot 10 - 93 Rye Road  
Re: Update to Condition on Travelled Portion of Rye Road Transfer**

Secretary-Treasurer advised that Condition e) was not able to be met as the Ministry of Transportation does not accept titled ownership of a local road This is confirmed by Section 44(1) of the of the Land Titles Act.

**Resolution #8**

**Moved by: Tim Bryson**

**Seconded by: Fraser Williamson**

BE IT RESOLVED THAT this Board does hereby receive the update from the Secretary Treasurer regarding condition to have the travelled portion of Rye Road that trespasses onto the severed or retained lands transferred to the Province or appropriate authority;

AND THAT the Board waive condition e) for application B006/25 and B007/25

**CARRIED**

9. Correspondence/Updates

9.1 Township of Machar – Notice of Passing of By-law – Part Lot 16, Concession 5

9.2 MMAH Letter dated November 25, 2025 – Bill 17 - Planning Act Changes

Request that the procedural By-law be updated to note that the electronic platform will be paused when a recess is requested at a meeting.

10. By-Laws - None

11. Closed Session

**Resolution #9**

**Moved by: John MacLachlan**

**Seconded by: Chris Nicholson**

BE IT RESOLVED THAT the Central Almaguin Planning Board hold a Closed Session as provided for by Section 239 (b) of the Municipal Act, 2001, as amended to deal with: Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**CARRIED**

**Resolution #10**

**Moved by: Tim Bryson**

**Seconded by: John MacLachlan**

BE IT RESOLVED THAT the Central Almaguin Planning Board does hereby return to open session at 6:34 p.m.

**CARRIED**

12. Adjournment

**Resolution #11**

**Moved by: Chris Nicholson**

**Seconded by: John MacLachlan**

BE IT RESOLVED THAT the Central Almaguin Planning Board adjourn at 6:35 p.m. until Wednesday January 7, 2026 or at the call of the Chair.

**CARRIED**

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Jim Coleman, Chair

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Christine Hickey, Secretary-Treasurer

# **PUBLIC NOTICE**

## **APPLICATION FOR CONSENT**

Pursuant to Ontario Regulation 197/96  
As amended by O.Reg 547/06

**TAKE NOTICE** that the Central Almaguin Planning Board (CAPB) will be Considering an Application for Consent under Section 53 of the Planning Act and adjacent property owners (within 200 feet) to be notified by mail and notice posted for the Proposed Consent.

**FILES – B019/25 Joly**

**THE PURPOSE AND EFFECT** of the proposed consent is to create one (1) new lot which will have:

70.1m (+/-) Frontage on Sand Hill Road, with a depth of 121.92m (+/-) and an area of 0.85ha (+/-).

Retained Lot will be 3.64ha (+/-).

**THE SUBJECT LANDS ARE LOCATED** at Concession 14, Lot 4, with a municipal address of 916 Sand Hill Road, Township of Joly, District of Parry Sound.

If you wish to be notified of the Decision of the CAPB in respect of the Proposed Consent, you must make a written request to the CAPB at the Address Below by **January 7, 2026** before 5:30 pm, the Public Meeting Date.

It is noted that in accordance with Section 53 (19) of the Planning Act, an appeal may only be submitted by the applicant, the Minister, a specified person or public body.

If a person or public body has the ability to appeal the decision of the Central Almaguin Planning Board in respect of the proposed consent to the Ontario Land Tribunal but does not make written submissions to the Central Almaguin Planning Board before it gives or refuses to give provisional consent, the Tribunal may dismiss the appeal.

Please contact the CAPB Office for meeting information.

Additional Information on the Application is available at the CAPB office.

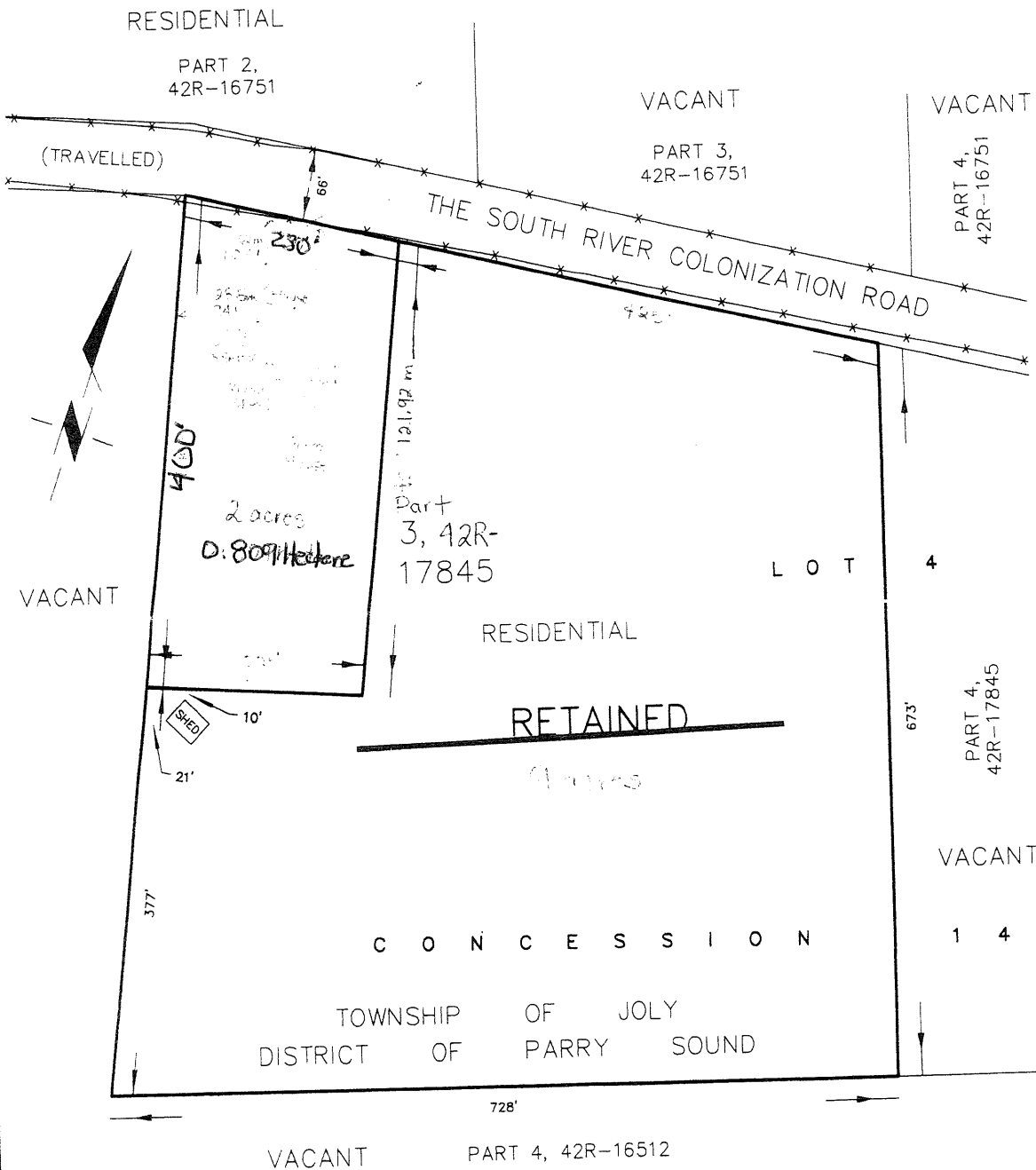
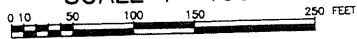
**Please Quote File B019/25 Joly**

DATED AT THE CAPB OFFICE THIS 12th DAY of DECEMBER 2025

Christine Hickey, Secretary - Treasurer  
63 Marie St, P. O. Box 310 South River, ON POA 1X0  
Phone: 1-705-386-2573 or admin@centralapb.ca  
Wednesdays only: 11:30 a.m. to 4:00 p.m.

SKETCH FOR SEVERANCE PURPOSES  
PREPARED FOR

SCALE 1"=100'





# EJW WILLIAMS

## SURVEYING LIMITED

Edward J. Williams B.Sc., O.L.S.  
Peter N. Aubrey, B. Tech, O.L.S.

Please Reply To:  
Huntsville Office

November 4, 2025  
File 1060-25sr

Via email [admin@centralapb.ca](mailto:admin@centralapb.ca)

Christine Hickey, Secretary-Treasurer  
Central Almaguin Planning Board  
63 Marie St  
South River, ON  
POA 1S0

Dear Christine:

Re: Application for Cancellation Certificate; Part Lot 13, Concession 2, Township of Strong,  
designated as part 1, Plan RD-158 as described in PIN 520760588 (Owner: Calder  
Miles Hayes)

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We are applying as agent for Calder Miles Hayes, the registered owner of the lands described above, for a Cancellation Certificate respecting the Planning Act Consent given under Section 53 of the Planning Act on December 21, 2006.

Mr. Hayes proposes to build a garage on the above described property. He also owns adjoining lands described in PIN 520760589 as Part Lot 14, Concession 2, Township of Strong as in RO208473 lying West of CNR, Township of Strong, upon which his house is situate. He needs the two properties to merge to allow the accessory garage to be built on the adjoining property. I am enclosing PINs 520760587 and 520760589 as well as a Block Map.

Please let me know if you require anything further in order to process this application.

Yours very truly,

A handwritten signature in dark ink, appearing to read "EJW", is written over a light blue horizontal line.

E.J. Williams, B.Sc., O.L.S.  
EJW:dlr  
Encl.  
cc. Township of Strong

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#### MAIN OFFICE

387 Muskoka Rd 3 N.  
Huntsville, ON P1H 1C5  
(705) 789-4171  
(Fax) 789-1097  
email: [info@ejwilliamssurveying.com](mailto:info@ejwilliamssurveying.com)

#### SOUTH RIVER OFFICE

Box 10, 283 Hwy #124  
South River, ON P0A 1X0  
(705) 386-2291  
(Fax) 386-2931

#### NOTES & RECORDS OF:

E. Bazett, O.L.S.	1885-1928
J.J. Haigh, O.L.S.	1946-1986
Keith I. Beacom, O.L.S.	1958-1981
Dearden, Stanton, Stones & Strongman Limited, O.L.S.	1981-1993
J.R. Hiley, O.L.S.	1958-1971
Eero Halinen Limited, O.L.S.	1971-2003



# EJWILLIAMS

## SURVEYING LIMITED

Edward J. Williams B.Sc., O.L.S.  
Peter N. Aubrey, B. Tech, O.L.S.

Please Reply To:  
Huntsville Office

November 4, 2025  
File 1060-25sr

Via email [clerk@strongtownship.ca](mailto:clerk@strongtownship.ca)

Caitlin Haggart, Clerk Administrator  
Township of Strong  
28 Municipal LN, P.O. Box 1120  
Sundridge, ON  
POA 1Z0

Dear Caitlin:

Re: Application for Cancellation Certificate; Part Lot 13, Concession 2, Township of Strong,  
designated as part 1, Plan RD-158 as described in PIN 520760588 (Owner: Calder  
Miles Hayes)

I am enclosing a copy of my letter to the Central Almaguin Planning Board applying as agent for Calder Miles Hayes, the registered owner of the lands described above, for a Cancellation Certificate respecting the Planning Act Consent given under Section 53 of the planning Act on December 21, 2006.

Mr. Hayes proposes to build a garage on the above described property. He also owns adjoining lands described in PIN 520760589 as Part Lot 14, Concession 2, Township of Strong as in RO208473 lying West of CNR, Township of Strong, upon which his house is situate. He needs the two properties to merge to allow the access ory garage to be built on the adjoining property. I am enclosing PINs 520760587 and 520760589 as well as a Block Map.

The purpose of this letter is to advise you of the application and to request municipal support. Please let me know if you need anything further.

Yours very truly,

E.J. Williams, B.Sc., O.L.S.  
EJW:dlr  
Encl.

#### MAIN OFFICE

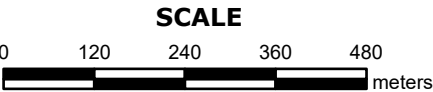
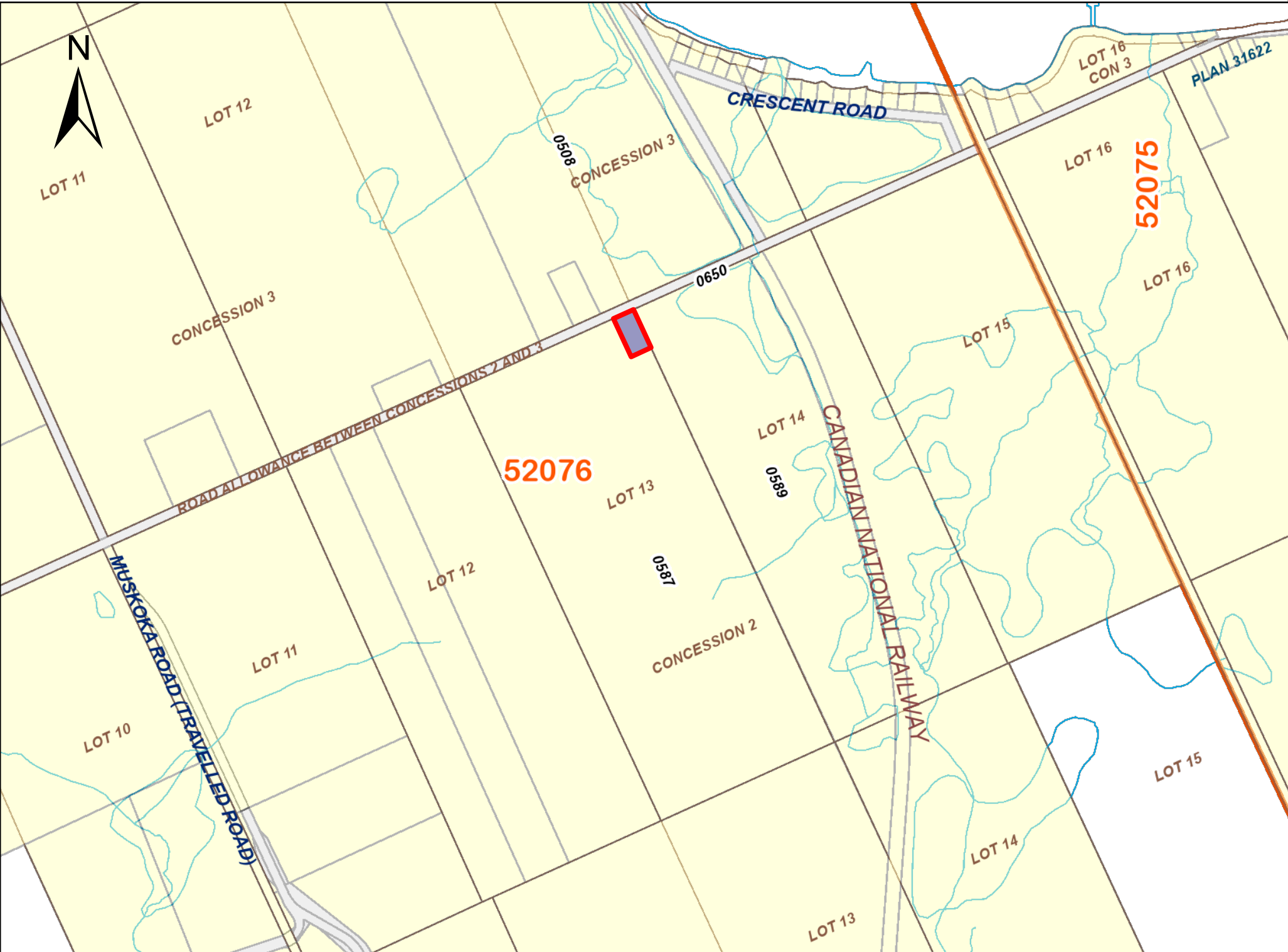
387 Muskoka Rd 3 N.  
Huntsville, ON P1H 1C5  
(705) 789-4171  
(Fax) 789-1097  
email: [info@ejwilliamssurveying.com](mailto:info@ejwilliamssurveying.com)

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PROPERTY INDEX MAP  
PARRY SOUND(No. 42)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES

**REVIEW THE TITLE RECORDS FOR COMPLETE  
PROPERTY INFORMATION AS THIS MAP MAY  
NOT REFLECT RECENT REGISTRATIONS**

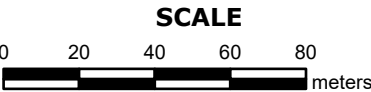
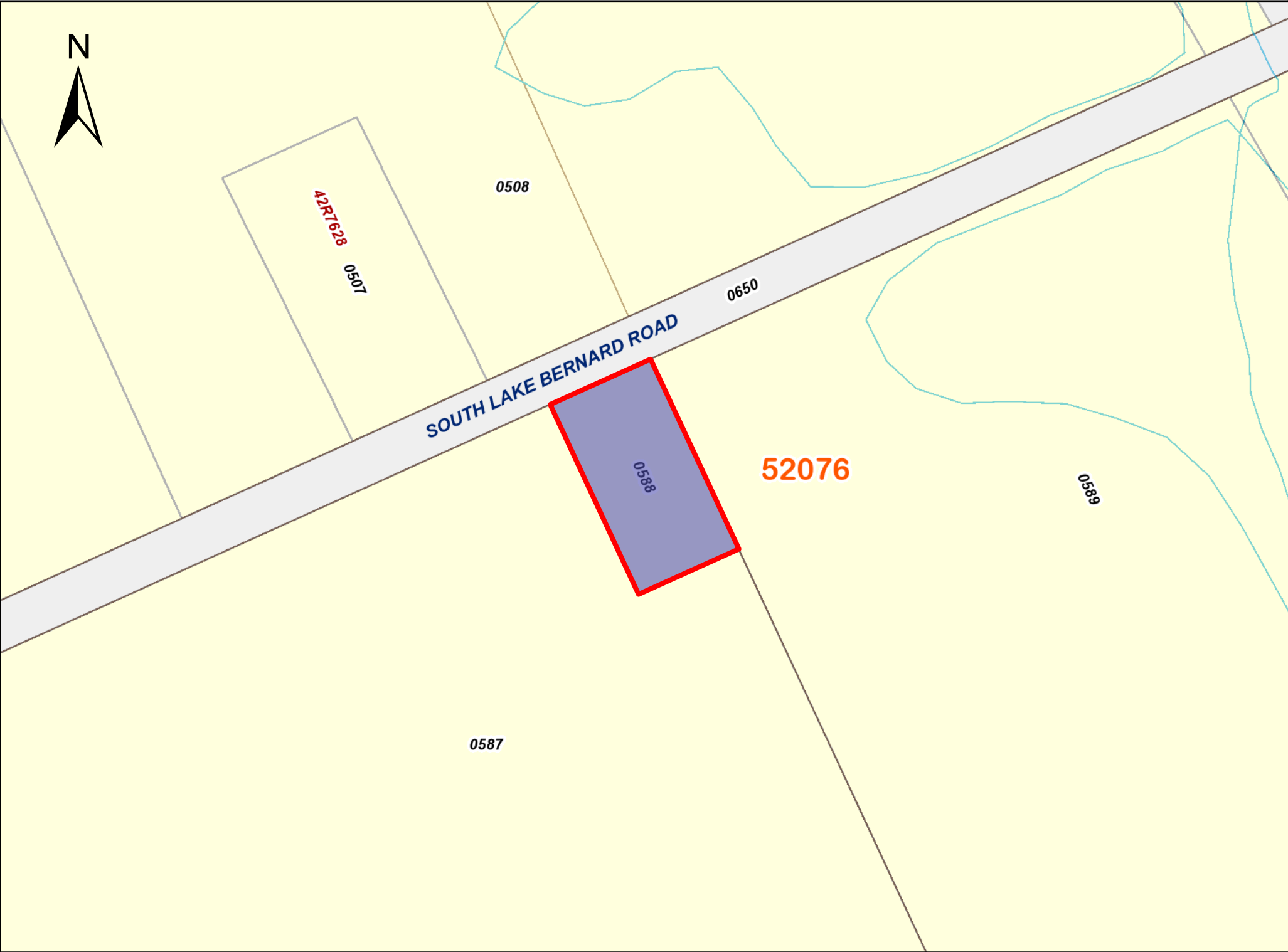
THIS MAP WAS COMPILED FROM PLANS AND  
DOCUMENTS RECORDED IN THE LAND  
REGISTRATION SYSTEM AND HAS BEEN PREPARED  
FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE  
RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT  
REFERENCE PLANS ARE NOT ILLUSTRATED





PROPERTY INDEX MAP  
PARRY SOUND(No. 42)

LEGEND

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REFERENCE PLANS UNDERLYING MORE RECENT  
REFERENCE PLANS ARE NOT ILLUSTRATED





# THE CORPORATION OF THE TOWNSHIP OF STRONG

## COUNCIL RESOLUTION

Date: November 25, 2025

Resolution # R2025 340

Moved by: Jeff McLaren  
Kevin Noaik  
Jim Ronholm  
Marianne Stickland

☐  
☐  
☒  
☐

Seconded by: Jeff McLaren  
Kevin Noaik  
Jim Ronholm  
Marianne Stickland

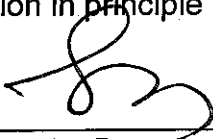
☐  
☐  
☐  
☒

Be it resolved that the Council for the Township of Strong have reviewed the pre-consultation application as presented by Calder Hayes for a Consent Cancellation Certificate for lands known as Concession 2 Part Lot 13 RD158 Part 1 (501 South Lake Bernard Road);

And that Council supports this application in principle provided the usual conditions are met.

✓

Carried

  
\_\_\_\_\_  
Mayor Tim Bryson

Defeated \_\_\_\_\_

Recorded Vote:

For

Against

Tim Bryson	.....	.....
Jeff McLaren	.....	.....
Kevin Noaik	.....	.....
Jim Ronholm	.....	.....
Marianne Stickland	.....	.....

Conflict of Interest Declared and Seat (s)

Vacated: \_\_\_\_\_

Ministry of Municipal Affairs  
and Housing

Municipal and Housing  
Operations Division

777 Bay Street, 16<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Telephone: 647-282-1171

Ministère des Affaires municipales  
du Logement

Division des politiques et de la planification en  
matière de logement

777, rue Bay, 16<sup>e</sup> étage  
Toronto ON M7A 2J3  
Téléphone: 647-282-1171



December 18, 2025

Christine Hickey  
Secretary-Treasurer  
Central Almaguin Planning Board  
[centralalmaguinplan@hotmail.com](mailto:centralalmaguinplan@hotmail.com)

Dear Christine Hickey:

As part of the annual Assistance to Planning Boards program, I am pleased to share that \$11,936 has been allocated to the Central Almaguin Planning Board for the delivery of planning services in the unincorporated area of your planning area from April 1, 2025, to March 31, 2026.

The Transfer Payment Agreement (TPA) for the 2025-26 allocation is attached for the board's signature. Please review the TPA, especially the reporting requirements under Schedule E and return to program staff at: [municipal.programs@ontario.ca](mailto:municipal.programs@ontario.ca).

If you have any questions, please reach out to program staff at the above email.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sean Fraser".

Sean Fraser  
Assistant Deputy Minister

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### BETWEEN:

**His Majesty the King in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

**(the “Province”)**

**- and -**

**The Central Almaguin Planning Board**

**(the “Recipient”)**

### CONSIDERATION

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

#### **1.0 ENTIRE AGREEMENT**

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

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

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

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

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

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

**5.1 Acknowledgement.** The Recipient acknowledges that:

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

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

**SIGNATURE PAGE FOLLOWS**

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

**HIS MAJESTY THE KING IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**



December 18, 2025

Date

Name: **Sean Fraser**

Title: **Assistant Deputy Minister, Municipal  
and Housing Operations Division**

**The Central Almaguin Planning Board**

Date

Name

Title: Chair

I have authority to bind the Recipient

Date

Name

Title: Secretary-Treasurer

I have authority to bind the Recipient

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

---

**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**“Funding Year”** means:

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

Effective Date and ending on the following March 31; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) completed to the satisfaction of the Province; and
- (ii) signed by an authorized signing officer of the Recipient.

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

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

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

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

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

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

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

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

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

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

## **A8.0 COMMUNICATIONS REQUIREMENTS**

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

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

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

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

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

- (d) at least 30 days' written notice of cancellation.

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

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

**A11.0 TERMINATION ON NOTICE**

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

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

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

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

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

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

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

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

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

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

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

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

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

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

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient

has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

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

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

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

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

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

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

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

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

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

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

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

## **A16.0 NOTICE**

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

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

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

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

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

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

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

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

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

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

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

## **A19.0 WAIVER**

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

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

## **A20.0 INDEPENDENT PARTIES**

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

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

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

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

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

## **A22.0 GOVERNING LAW**

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

the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A23.0 FURTHER ASSURANCES**

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

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

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

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

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

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

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

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

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

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

## **A27.0 SURVIVAL**

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

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

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

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Maximum Funds	<b>\$ 11,935.50</b>
Expiry Date	December 31, 2026
Insurance	N/A
Contact information for the purposes of Notice to the Province	Position: <b>Manager, Municipal Programs &amp; Analytics</b>  Address: Ministry of Municipal Affairs and Housing Municipal Programs & Analytics
Contact information for the purposes of Notice to the Recipient	Position: Chair  Address: Central Almaguin Planning Board 63 Marie St., Box 310 South River, ON P0A 1X0 Fax: 705 386-0702 Email: <a href="mailto:centralalmaguinplan@hotmail.com">centralalmaguinplan@hotmail.com</a>

**Additional Provisions:**

**B 1.0 REMOVAL OF A5.2**

**B 1.1** Section A5.2 **Disposal** is intentionally removed from this Agreement.

**B 1.2** Section A27.1 **Survival** is amended to remove the reference to section A5.2 so that it reads:

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4,

A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

## **SCHEDULE “C” PROJECT**

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### **The Program**

The Province’s Assistance to Planning Boards Program, administered by the Ministry of Municipal Affairs and Housing, provides regular annual financial support to 11 planning boards whose jurisdiction includes unincorporated territory that have a permanent population. The funding is intended to offset the cost of administering planning services performed in the unincorporated portion of their planning areas and is based on a formula which considers the number of households and types of services provided.

### **Background, Project Objective and Scope**

The Recipient provides planning services to 6 unincorporated townships and unsurveyed territories within its planning area. The Recipient will use the Funds (being \$11,935.50) solely for the purpose of assisting the Planning Board with the costs of administering planning services in the unincorporated portion of its planning area. Planning services include but are not limited to official plan and zoning by-law administration and decision making on land division applications.

**SCHEDULE “D”  
BUDGET**

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The Funds provided to the Recipient pursuant to the Agreement (being \$11,935.50) will go towards administering planning services in the unincorporated portion of the Central Almaguin Planning Board. The Funds will be provided upon signing of the Agreement by both parties. The Funds are to be spent in full before March 31, 2026.

**SCHEDULE “E”  
PAYMENT PLAN**

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The Province will pay one lump sum by March 31, 2026.

## **SCHEDULE "F"**

### **REPORTS**

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- 1.1 By June 30, 2026, the Recipient shall submit following two reports to the Province:
- (a) A final financial report provided in accordance with section 1.2; and
  - (b) A summary report provided in accordance with section 1.3.
- 1.2 The financial report shall:
- (1) identify the Recipient's specific revenues and expenditures for the 2025 calendar year ending December 31, 2025, and account for the Funds received under this Agreement;
  - (2) be supported by a resolution of the majority of the members of the Planning Board;
  - (3) be audited by a municipal member auditor or independent auditor, where there is no municipal member for the year the Funds were received; and
  - (4) indicate if the Planning Board has an accumulated surplus or deficit.
- 1.3 The summary report shall:
- (1) confirm that the Planning Board application fee schedule was reviewed and changes made if/as needed from the perspective of cost recovery;
  - (2) outline the number and type of planning applications received for the unincorporated townships within the Planning Board area for the reporting year;
  - (3) estimate the proportion of time spent by the Recipient per month on planning matters (applications, inquiries, etc.) for the unincorporated townships relative to time spent on planning matters for municipalities within the Planning Board area for the reporting year; and
  - (4) use the summary report template provided by the Province, if such a template is provided by May 30, 2026.