

TOWN OF FORT FRANCES

AGENDA - August 12, 2019

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 020) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 Public Meeting re: 357/358 Application for Tax Adjustment (319 Victoria Avenue). 6 - 10

- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 taxes for October 15 to December 31, 2018 and for 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 319 Victoria Avenue resulting from the purchase of the property by the Town of Fort Frances which is exempt from paying taxes.

2.2 Public Meeting re: 357/358 Application for Tax Adjustment (420 Mowat Avenue). 11 - 15

- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 420 Mowat Avenue resulting from the purchase of the property by the Town of Fort Frances which is exempt from paying taxes.

2.3 Public Meeting re: 357/358 Application for Tax Adjustment (335 Scott Street). 16 - 20

- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 335 Scott Street resulting from a demolition of a building for the land to be used as a parking lot.

	Page
2.4 Public Meeting re: 357/358 Application for Tax Adjustment (737 Scott Street). - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the <i>Municipal Act</i> for property located at 737 Scott Street resulting from the change in classification of the property.	21 - 25
2.5 Public Meeting re: 357/358 Application for Tax Adjustment re: Front Street (2019). - approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the <i>Municipal Act</i> for property located at Front Street resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.	26 - 30
 3. <u>Consent Agenda:</u>	
3.1 Items Referred from Committee of the Whole	
3.2 Letter of concern from J.A. Brandli re: Enforcement of the Town of Fort Frances Animal Control By-Law. - will be referred to the Planning and Development Executive Committee for recommendation.	31 - 32
3.3 Letter from Ms. L. Turgeon on behalf of residents of Patcin Ave., Kaitlyn Ave., Frenette Ave., and Sixth Street East re: Erin Crescent development. - letter will be received and residents will be advised of the date to attend the Public project construction meeting once determined.	33 - 35
3.4 Letter from J. & M. Cumming re: Asset Management of Mature Trees. - will be referred to the Operations and Facilities Executive Committee for recommendation.	36
3.5 Sunset Country - Annual Per Capita Marketing Contribution request. - will be referred to Administration and Finance Executive Committee for recommendation.	37
3.6 Request from Association des francophones du Nord-Quest de l'Ontario re: Proclaiming September 25th, 2019 as Franco-Ontarian Day in the Town of Fort Frances. - requester will be advised of Council's proclamation.	38
3.7 Request from the Watten Fire Department re: Waiving of Sunny Cove	39

- Rental Fees re: Annual Fish Fry Fundraising Event - Friday August 23rd, 2019.
- will be referred to Administration and Finance Executive Committee for recommendation with input from Community Services Executive Committee.
- 3.8 Request from M. McFayden re: Building Permit Rebate. 40
- will be referred to the Planning and Development Executive Committee for recommendation.
- 3.9 Request dated June 28, 2019 from CN re: Proclaiming September 23rd to 29th, 2019 as 'Rail Safety Week' in the Town of Fort Frances. 41 - 42
- requester will be advised of Council's proclamation.
- 3.10 Report dated June 9, 2018 from T. Drysdale, RRFDC - Economic Development Consultant re: Request for Community Improvement Incentives (Belluz Concrete). 43
- will be referred to Administration and Finance and Planning and Development Executive Committees for recommendation.
4. **Approval of Council Minutes: ***
- 4.1 Session No. 19 dated July 8, 2019.
5. **Approval of Committee of the Whole Minutes: ***
- 5.1 Session No. 21 dated July 8, 2019.
6. **Resolutions from tonight's Committee meeting**
7. **By-Laws:**
- 7.1 By-law 25/19 being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation through its Connecting Links Program (Reconstruction of Scott Street between Colonization Road East and Reid Avenue) 44 - 88
- 7.2 By-law 26/19 being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation through its Connecting Links Program (Design Work for King's Highway between Pit Road No. 1 and Oakwood Road) 89 - 133
8. **New Items:**
- 8.1 Notice from Rainy River District Municipal Association re: RRDMA General Meeting - July 31, 2019 - 7:00 p.m. - Township of Chapple. 134
- resolution required to confirm attendance.

	Page
9. <u>Information Correspondence:</u>	
9.1 Correspondence dated July 22nd, 2019 from the Ministry of Municipal Affairs and Housing re: Provincial Policy Statement Review - Draft Policies.	135 - 136
9.2 Association of Municipalities of Ontario (AMO) Watch File dated July 11th, July 18th and August 8th, 2019.	137 - 142
9.3 Resolution as passed from the City of Stratford re: Opposition to Changes in 2019 Provincial Budget and Planning Act.	143
9.4 Resolution passed July 8, 2019 from the Town of Halton Hills re:Reducing Litter and Waste.	144
9.5 Resolution passed July 15, 2019 from the Township of McKellar re: Municipal Amalgamation.	145 - 147
9.6 Invitation from Senate Lake Superior Scottish Regiment re: Dedication of Civic memorial in recognition of the 52nd (New Ontario) Battalion, Canadian Expeditionary Force, September 21, 2019.	148 - 149
9.7 Correspondence dated June 30, 2019 from Stewardship Ontario re: Industry Funding for Municipal Blue Box Recycling for the first quarter of the 2019 Program Year.	150
9.8 Notice from Ministry of Natural Resources and Forestry re: Subject - Stage 4 - Crossroute-Sapawe Forest 2020-2030 Forest Management Plan: Review of Draft Forest Management Plan: Information Centre.	151 - 153
9.9 Invitation from the College and Physicians and Surgeons of Ontario re: Nominate an Outstanding Ontario Physician in Your Community - The College of Physicians and Surgeons of Ontario Council Award.	154
10. <u>Minutes:</u>	
10.1 Fort Frances Municipal Non-Profit Housing Corporation dated March 14, 2019.	155 - 157
10.2 Business Improvement Area Board Management (BIA) dated June 12, 2019.	158 - 160
10.3 Planning and Development Executive Committee dated June 17, 2019.	161 - 162
10.4 Community Services Executive Committee dated June 17, 2019.	163 - 164
10.5 Committee of Adjustment dated June 26, 2019.	165 - 166
10.6 Administration and Finance Executive Committee dated July 2nd,	167 -

	Page
2019.	168
10.7 Operations and Facilities Executive Committee dated July 3, 2019.	169 - 170
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/62**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: August 7, 2019

SUBJECT: 357/358 Applications for Tax Adjustment Re: 319 Victoria Ave
(2018- Oct 15-Dec 31) (2019) Roll# 5912-020-001-09000-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2018 taxes for October 15 to December 31, 2018 and for 2019 taxes for 319 Victoria Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for October 15 to December 31, 2018 and for 2019 was mailed to the applicant indicating notification that the public hearing is scheduled for Monday, August 12, 2019.

Recommendation

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2018 taxes for October 15 to December 31, 2018 and for 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 319 Victoria Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

Council Approval of this Report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 taxes for October 15 to December 31, 2018 and for 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 319 Victoria Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	FORT FRANCES TOWN
Roll number	5912-020-001-09000-0000
Property location	319 VICTORIA AVE
Property description	PLAN ALB LOT 241 PT LOT 240 RP 48R4544 PARTS 1 AND 2 PCL 6746
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Became Exempt
Received date	April 30, 2019
Claim relief period	From: October 15, 2018 - To: December 31, 2018
Taxation year	2018

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM C P	63,000	95,000	71,000	79,000	87,000	95,000
Total	63,000	95,000	71,000	79,000	87,000	95,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR VL E -	94,633	95,000	94,725	94,817	94,908	95,000
Total	94,633	95,000	94,725	94,817	94,908	95,000

MPAC Remarks

MPAC has updating classification from payment in lieu property to vacant exempt municipally owned land from date of municipal purchase. Starting point revised due to municipal discount factor application when changing classification.

<i>MPAC Representative:</i>	Mark Cawston
<i>Date:</i>	May 03, 2019

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: <u>2018</u>

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-020-001-090-00
Property Address: 319 VICTORIA AVE Applicant Name: TOWN OF FORT FRANCES
Owner Name: TOWN OF FORT FRANCES Contact Number: (807) 274-5323
Mailing Address: 350 PORTAGE AVE Alternative Number: _____
FORT FRANCES ON P9A 3P9 Email Address: _____

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input checked="" type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: PURCHASED BY TOWN OF FORT FRANCES
OCT 15, 2018
Effective from: 10-1-18 to 12-31-18 Applicant Signature: Don Brown Date: 04-29-19
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned	Revised Since Roll Return <input type="checkbox"/>	Enter Revisions Below			Assessment Report	School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other	<input type="checkbox"/> No Change In Assessment <input type="checkbox"/> S357 Required for Next Year	
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>CPN</u>			<u>79,000</u>					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY							
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy		

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____
Comments: _____

Treasury Position: _____ Signature: _____ Date: __/__/__

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): __/__/__
☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned
Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____
Signature of Council/ARB Member: _____ Name/Title: _____

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	FORT FRANCES TOWN
Roll number	5912-020-001-09000-0000
Property location	319 VICTORIA AVE
Property description	PLAN ALB LOT 241 PT LOT 240 RP 48R4544 PARTS 1 AND 2 PCL 6746
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Became Exempt
Received date	April 30, 2019
Claim relief period	From: January 01, 2019 - To: December 31, 2019
Taxation year	2019

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM C P	63,000	95,000	71,000	79,000	87,000	95,000
Total	63,000	95,000	71,000	79,000	87,000	95,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR VL E -	94,633	95,000	94,725	94,817	94,908	95,000
Total	94,633	95,000	94,725	94,817	94,908	95,000

MPAC Remarks

MPAC has updating classification from payment in lieu property to vacant exempt municipally owned land from date of municipal purchase. Starting point revised due to municipal discount factor application when changing classification.

<i>MPAC Representative:</i>	Mark Cawston
<i>Date:</i>	May 03, 2019

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: <u>2019</u>

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-020-001-090-00
Property Address: 319 VICTORIA AVE Applicant Name: TOWN OF FORT FRANCES
Owner Name: TOWN OF FORT FRANCES Contact Number: (807) 874-5323
Mailing Address: 320 PORTAGE AVE Alternative Number: _____
FORT FRANCES ON P9A39 Email Address: _____

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input checked="" type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: PURCHASED BY TOWN OF FORT FRANCES
OCT 16, 2018
Effective from: 01/01/19 to 12/31/19 Applicant Signature: Doug Brown Date: 04/29/19
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned	Revised Since Roll Return <input type="checkbox"/>	Enter Revisions Below			Assessment Report	School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other		
				<input type="checkbox"/> No Change in Assessment	<input type="checkbox"/> S357 Required for Next Year			
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>CPN</u>			<u>87,000</u>					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY						
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy	

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____
Comments: _____

Treasury Position: _____ Signature: _____ Date: ____/____/____

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____
☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned
Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____
Signature of Council/ARB Member: _____ Name/Title: _____



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/63**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: August 7, 2019

SUBJECT: 357/358 Applications for Tax Adjustment Re: 420 Mowat Ave
(2019) Roll# 5912-020-007-12800-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2019 taxes for 420 Mowat Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2019 was mailed to the applicant indicating notification that the public hearing is scheduled for Monday, August 12, 2019.

Recommendation

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 420 Mowat Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

Council Approval of this Report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 420 Mowat Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) FORT FRANCES TOWN
 Roll number 5912-020-007-12800-0000
 Property location 420 MOWAT AVE
 Property description PLAN ALB PT LOT 343 PT LOT 344 PLAN 48R3577 PCL 343-2
 Municipality/Local taxing authority FORT FRANCES TOWN

Application number
 Application reason Classification Change
 Received date January 07, 2019
 Claim relief period From: January 01, 2019 - To: December 31, 2019
 Taxation year 2019

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM CT	89,000	100,000	91,750	94,500	97,250	100,000
Total	89,000	100,000	91,750	94,500	97,250	100,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR OE E -	99,614	100,000	99,711	99,807	99,904	100,000
Total	99,614	100,000	99,711	99,807	99,904	100,000

MPAC Remarks

Property exempt, municipally owned/used, no tenants.

MPAC Representative:
 Date:

Mark Cawston
 January 17, 2019

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: 2019

Municipality: TOWN OF FORT FRANCES Roll Number: \$9-12-080-007-128.00
Property Address: 420 MOWAT AVE Applicant Name: DOUG BROWN, CAO
Owner Name: TOWN OF FORT FRANCES Contact Number: 807-274-5323
Mailing Address: 380 PORTAGE AVE Alternative Number: _____
FORT FRANCES ON P9439 Email Address: _____

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input checked="" type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: PROPERTY PURCHASED BY TOWN ON
AUG 24, 2018. NOW EXEMPT
Effective from: 01/01/19 to 12/31/19 Applicant Signature: Doug Brown Date: 01/08/19
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY		TREASURER'S RECOMMENDATION TO COUNCIL	
Assessment Roll As Returned	Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below	Assessment Report	School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other
		<input type="checkbox"/> No Change in Assessment	<input type="checkbox"/> S357 Required for Next Year

RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
CTN			97,250					

Revised:			
Reason Original Assessment Revised:			

Reason for Change:

TREASURER'S REPORT ON TAX LIABILITY					
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____

Comments: _____

Treasury Position: _____ Signature: _____ Date: ____/____/____

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Date: 2019-07-03 2:07:02 PM
User: hhatch

Town of Fort ~~Prances~~
Distribution Summary
Property Taxes

Page 1
AGENDA ITEM #2.2

Batch: HH07032019TOFF

Account Number	Account Description	Amount
10-001-0000-0040-10241	Taxes Receivable- Current	\$4,114.58
10-010-0150-0122-50014	Commercial Tax Full - T (Including D	\$3,139.13
10-010-0151-0122-50014	Commercial Tax Full - T (Including D	\$975.45
	Report Total:	\$0.00

*** E N D O F R E P O R T ***

Journal: PTASM00000142

Batch: HH07032019TOFF
2019 -357 - TOFF MOWAT

Document	Roll #	Lot	Block			
		Qtr	Sec	Twp	Rge	Mer
11061	020007128000000	343				ALB

Primary Owner: FORT FRANCES TOWN

Assessment Year: 2019 Assessment Date: 2019-07-03
Change Code: 357 357/358 Applications
Assessment Change Type: Write Offs

Current/New	Base	Code	Description	Land	Improvements	Other	Current Value Assessment
Current	General	CTN	Com Tx:Full - NoSup	0	0	97,250	100,000
				0	0	0	
New	General	CTN	Com Tx:Full - NoSup	0	0	-97,250	
				0	0	0	
New	General	E N	Exempt - NoSup	0	0	99,904	
				0	0	0	

*** END OF REPORT ***



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/65**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: August 7, 2019
SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 335 Scott Street (2019) Roll# 5912-020-002-04200-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2019 taxes for 335 Scott Street resulting from a demolition of a building for the land to be used as a parking lot.

The Municipality may object to the applications for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2019 was mailed to the applicant on July 29, 2019 indicating notification that the public hearing is scheduled for Monday, August 12, 2019.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 335 Scott Street resulting from a demolition of a building for the land to be used as a parking lot.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 335 Scott Street resulting from a demolition of a building for the land to be used as a parking lot.

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	GOODDAY WHOLESALERS (CROZIER) LTD
Roll number	5912-020-002-04200-0000
Property location	335 SCOTT ST
Property description	PLAN ALB E1/2 LOT 358 PCL 8509
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Demolition/Razed by Fire
Received date	January 07, 2019
Claim relief period	From: January 01, 2019 - To: December 31, 2019
Taxation year	2019

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM CT	174,000	155,000	155,000	155,000	155,000	155,000
Total	174,000	155,000	155,000	155,000	155,000	155,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM CT	68,477	61,000	61,000	61,000	61,000	61,000
Total	68,477	61,000	61,000	61,000	61,000	61,000

MPAC Remarks

Structure demolished Dec 18/18. Tax app processed for 2018 tax year to Vacant land at COM CT used for hotel parking and rental parking spaces.

MPAC Representative:
Date:

Mark Cawston
January 14, 2019

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: 2019

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-020-002-042-00
Property Address: 835 SCOTT ST Applicant Name: WADE FRIESEN
Owner Name: GOODDAY WHOLESALES (CROZIER) LTD Contact Number: 275-5683
Mailing Address: 653 ELM AVE Alternative Number: _____
FORT FRANCES ON P9A 303 Email Address: _____

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: BUILDING DOWN - TO BE USED AS
PARKING LOT
Effective from: 01/01/19 to 12/31/19 Applicant Signature: Wade Friesen Date: 12/19/19
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>CT</u>			<u>155,000</u>					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY							
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy		

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____
Comments: _____

Treasury Position: _____ Signature: _____ Date: ____/____/____

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Date: 2019-07-03 1:09:13 PM
User: hhatch
Batch: HH07032019357GO

Town of Fort Frances
Distribution Summary
Property Taxes

Account Number	Account Description	Amount
10-001-0000-0040-10241	Taxes Receivable- Current	
60-180-1823-0140-40014	Commercial Taxable Full - T	-\$4,407.73
10-010-0150-0122-50014	Commercial Tax Full - T (Including D	\$430.66
10-010-0151-0122-50014	Commercial Tax Full - T (Including D	\$3,034.22
		\$942.85
Report Total:		\$0.00

*** E N D O F R E P O R T ***

Journal: PTASM00000140

Batch: HH07032019357
2019 357 - GOODDAY

Document	Roll #	Lot Qtr	Block Sec Twp Rge Mer
11059	020002042000000	358	ALB

Primary Owner: GOODDAY WHOLESALERS

Assessment Year: 2019 Assessment Date: 2019-07-03
Change Code: 357 357/358 Applications
Assessment Change Type: Write Offs

Current/New	Base	Code	Description	Land	Improvements	Other	Current Value Assessment
Current	General	CTN	Com Tx:Full - NoSup	0	0	155,000	
				0	0	0	
New	General	CTN	Com Tx:Full - NoSup	0	0	-94,000	
				0	0	0	

*** END OF REPORT ***



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/66**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: August 7, 2019
SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 737 Scott Street (2019) Roll# 5912-030-001-11200-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2019 taxes for 737 Scott Street. This is resulting from the purchase of the land by the RRDSSAB where under section 3(1)9 of the Assessment Act, DSSABs are considered to be “local boards” and are treated in the same manner with respect to property tax exemption as those owned by municipalities.

The Municipality may object to the applications for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2019 was mailed to the applicant on July 29, 2019 indicating notification that the public hearing is scheduled for Monday, August 12, 2019.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 737 Scott Street resulting from the change in classification of the property.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 737 Scott Street resulting from the change in classification of the property.

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD
Roll number	5912-030-001-11200-0000
Property location	737 SCOTT ST
Property description	PALB E PT LOT 403 E PT LOT 404 PCL 12607 10385
Municipality/Local taxing authority	FORT FRANCES TOWN

Application number	
Application reason	Classification Change
Received date	February 25, 2019
Claim relief period	From: January 01, 2019 - To: December 31, 2019
Taxation year	2019

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR VL R T	32,500	22,500	22,500	22,500	22,500	22,500
Total	32,500	22,500	22,500	22,500	22,500	22,500

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR VL E -	22,413	22,500	22,435	22,457	22,478	22,500
Total	22,413	22,500	22,435	22,457	22,478	22,500

MPAC Remarks

DSSABs are considered to be "local boards" within the meaning of section 3 (1) 9 of the Assessment Act. Consequently, lands owned by DSSABs are treated in the same manner as those owned by municipalities with respect to property tax exemption.

MPAC Representative:
Date:

Mark Cawston
March 06, 2019

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: <u>2019</u>

Municipality: TOWN OF FORT FRANCES Roll Number: 59-18-030-001-112 00
 Property Address: 737 SCOTT ST Applicant Name: RR DIST. SOCIAL SVCS ADMIN BD.
 Owner Name: RR DIST. SOCIAL SVCS ADMIN BOARD Contact Number: (807) 874-6349
 Mailing Address: 450 SCOTT ST Alternative Number: _____
FORT FRANCES ON P991112 Email Address: _____

Reason for s357 application: (Check one box - applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed - 357(1)(a)	<input type="checkbox"/> Became vacant or excess land - 357(1)(b)
<input checked="" type="checkbox"/> Became exempt - 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty - 357(1)(d.1)
<input type="checkbox"/> Razed by fire, demolition or otherwise - 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed - 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable - 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error - 357(1)(f)
<input type="checkbox"/> Repairs/Repairs preventing normal use (min. 3 months) - 357(1)(g)	

Details of Reason for s357, s358 or s359 application: PROPERTY PURCHASED BY SOCIAL SERVICES BOARD TO BUILD A GARAGE FOR STORAGE PURPOSES.
 Effective from: 01/01/19 to 12/31/19 Applicant Signature: [Signature] Date: 02/25/19
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/>		Assessment Report		School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other		
		Enter Revisions Below		<input type="checkbox"/> No Change in Assessment		<input type="checkbox"/> S357 Required for Next Year		
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTQ</u>			<u>88,500</u>					
Revised:				Reason for Change:				
Reason Original Assessment Revised:								

TREASURER'S REPORT ON TAX LIABILITY					
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy

Recommended: ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount: _____

Comments: _____

Treasury Position: _____ Signature: _____ Date: ____/____/____

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Batch: HH070032019RRDS

Tax		Levy Amount
Rate Code	Description	
EEPRT	Ed - English Public Res/Farm	-\$36.23
MRTEP	Mun-English Public Res/Farm	-\$378.59
Levy Total		-\$414.82

*** END OF REPORT ***

Journal: PTASM00000141

Batch: HH07032019357RR
2019 357 - RRDSSAB

Document	Roll #	Lot Qtr	Block Sec Twp Rge Mer
----------	--------	------------	------------------------------

11060 030001112000000 403

Primary Owner: RAINY RIVER DISTRICT

Assessment Year: 2019 Assessment Date: 2019-07-03

Change Code: 357 357/358 Applications

Assessment Change Type: Write Offs

Current/New	Base	Code	Description	Land	Improvements	Other	Current Value Assessment
Current	General	RTEP	Res/Farm Tx:Full - EPubSup	0	0	22,500	22,500
				0	0	0	
New	General	E N	Exempt - NoSup	0	0	22,478	
				0	0	0	
New	General	RTEP	Res/Farm Tx:Full - EPubSup	0	0	-22,500	
				0	0	0	

*** END OF REPORT ***



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/64**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: August 7, 2019

SUBJECT: 357/358 Applications for Tax Adjustment Re: Front Street
(2019) Roll# 5912-030-001-00400-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2019 taxes for Front Street resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2019 was mailed to the applicant indicating notification that the public hearing is scheduled for Monday, August 12, 2019.

Recommendation

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at Front Street resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

Council Approval of this Report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at Front Street resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)	FORT FRANCIS TOWN
Roll number	5912-030-001-00400-0000
Property location	FRONT ST
Property description	MCIRVINE LOT 22-24 RIV RGE PLAN SM43 BLK A & B & SM129 LOT 15 RP 48R3445 PTS 1-3 PCL 15-2
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Became Exempt
Received date	January 07, 2019
Claim relief period	From: January 01, 2019 - To: December 31, 2019
Taxation year	2019

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM C T	72,775	96,200	78,631	84,488	90,344	96,200
OWNR IND I T	234,225	309,800	253,119	272,013	290,906	309,800
Total	307,000	406,000	331,750	356,501	381,250	406,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM E -	95,829	96,200	95,922	96,015	96,107	96,200
OWNR IND E -	308,604	309,800	308,903	309,202	309,501	309,800
Total	404,433	406,000	404,825	405,217	405,608	406,000

MPAC Remarks

2019 357 filed for a classification change from CT/IT split to exempt. The Town purchased this property August 24, 2018. The property is zoned open space, is not tenanted and consists of vacant land with a small scale house and 2 scales. Class change only, No value change.

MPAC Representative:
Date:

Dani-Rae Anttonen
January 23, 2019

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: 2019

Municipality: TOWN OF FORT FRANCES Roll Number: 61-12-030-001-004-00
Property Address: FRONT ST Applicant Name: DOUG BROWN CAO
Owner Name: TOWN OF FORT FRANCES Contact Number: 807-274-5323
Mailing Address: 320 PORTAGE AVE Alternative Number: _____
FORT FRANCES ON P9A 3P9 Email Address: _____

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input checked="" type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: PROPERTY PURCHASED BY TOWN, ON
AUG 24, 2018. NOW EXEMPT
Effective from: 01/01/19 to 12/31/19 Applicant Signature: Doug Brown Date: 01/04/19
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report		School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other		
				<input type="checkbox"/> No Change in Assessment		<input type="checkbox"/> S357 Required for Next Year		
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
CTN			90,344					
ITN			290,906					
Revised:				Reason for Change:				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY						
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy	

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____

Comments: _____

Treasury Position: _____ Signature: _____ Date: ____/____/____

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

System: 2019-07-03 2:27:29 PM Town of Fort Frances
User: .hhatch Levy By Tax Rate Code - Summary
Batch: HH07032019FF

AGENDA ITEM #2.5

Tax Rate Code	Description	Levy Amount
ECT	Education - Commercial Tx Full	-\$906.18
EIT	Education-Industrial Tax Full	-\$2,996.33
MCT	Municipal - Commercial Tx Full	-\$2,916.21
MIT	Municipal-Industrial Tx Full	-\$13,572.36
Levy Total		-\$20,391.08

*** END OF REPORT ***

Date: 2019-07-03 2:24:59 PM
 User: hhatch

Town of Fort Frances
 Tax Assessment Change Posting Journal

Page: 1

Journal: PTASM00000143
 Batch: HH07032019FF 2019 357 - TOFF - FRONT

Document Number	Date	Roll	Tax Year	Change Code	Assess Type				
11062	2019-07-03	03000100400000	2019	357	Write Offs				
Base Code	Assess Code	Land		Improvements		Other		Current Value Assessment	
Write Offs	CTN	0		0		-90,344			
		0		0		0			
Write Offs	E N	0		0		405,608			
		0		0		0			
Write Offs	ITN	0		0		-290,906			
		0		0		0			

1 Document(s)

*** END OF REPORT ***

August 1, 2019

Dear Mayor and Members of Council,

First of all, I would like to make certain that it is understood that my letter is not requesting any changes to the Animal Control By-Law. My letter is simply requesting accountability and that said By-Law be fully enforced.

Everyone should feel comfortable and at ease when walking down any sidewalk in the Town of Fort Frances. In my personal opinion, this is, unfortunately, not the case due to the fact that our two full time By-Law Enforcement Officers and the CAO, who supervises the Municipal Law (By-Law) Enforcement Department, are neglecting their duties by refusing to enforce established By-Laws. The TOFF By-Laws are clearly written rules that are required to be followed by all Citizens. When By-Law Enforcement Officers deem the enforcement of established By-Laws to be at their "discretion", I, personally, find that to be abhorrent and believe they are circumventing justice, failing to do their job and endangering the safety of the public. Further, I would think that the Town of Fort Frances could possibly be held legally responsible and deemed negligent in a case where a vicious dog, having been already documented as biting someone, attacks another person.

Town of Fort Frances Animal Control By-Law, By-Law No. 50-17, last modified January 17, 2018, states the following:

"5.2 Where a By-Law Enforcement Officer or Police Officer is informed upon receipt of complaint, and is satisfied that a dog, cat or animal has attacked, bitten a person or animal or has been threatening or aggressive towards a person or animal without being provoked, and has further been provided with satisfactory evidence as to the name and address of the owner of the dog, cat or animal that the By-Law Enforcement Officer or Police Officer shall serve notice on the owner of the dog, cat or animal that the dog, cat or animal is deemed to be a vicious dog, cat or animal and requiring the owner to comply with any or all of the requirements set out in Section 5.4 and 5.5."

The Town of Fort Frances Animal Control By-Law further states:

"5.4 Every owner of a vicious dog, cat or animal shall at all times when the vicious dog, cat or animal is not in the owner's dwelling unit, but otherwise within the boundaries of the owner's premises, ensure that: (a) the vicious dog, cat or animal is muzzled so to prevent it from biting a person or animal; (b) the vicious dog, cat or animal is securely leashed on a leash which does not allow it to go beyond the Lot Line of the owner's lands; or (c) the vicious dog, cat or animal is confined within a secure structure in a good state of repair so as to prevent escape; and (d) a warning sign stating 'beware of dog' is posted in a conspicuous place so as to be visible from the road.

5.5 Every owner of a vicious dog, cat or animal shall at all times when the vicious dog, cat or animal is not within the boundaries of the owner's premises; (a) keep the vicious dog, cat or animal under effective control of a responsible person on a leash held by the person; and (b) keep the vicious dog, cat or animal muzzled."

A woman I know was attacked and bitten by a very large dog while walking down the sidewalk on the 200 block of Second Street East. The mammoth dog, weighing an easy 120 lbs, broke free from its inadequate leash and violently attacked her. She sustained a gash of over 5 cm on her leg; spent over 6 hours in Emergency to have it attended to, got a tetanus shot and had to take 875 mg of antibiotics daily for 10 days because of this vicious attack. The Hospital reported the attack to officials.

After an investigation, By-Law Enforcement chose to circumvent all of Section 5 of the Animal Control By-Law by:

- ignoring their own definition that: “vicious dog” – means a dog that has attacked or bitten a person, dog, cat or animal as determined by the By-Law Enforcement Officer in accordance with Section 5.1”;
- choosing to not deem the dog as vicious;
- asking the owners to muzzle the dog and ensure it was properly/securely restrained for only 10 days;
- not requiring the owners to properly post “beware of dog” signage in a conspicuous place as to be visible from the road;
- demonstrating an inept and indifferent attitude towards the issue by failing to do anything to ensure the safety of anyone walking down the sidewalk.

Nowhere in the By-Law do I see anything about “asking” owners of a vicious dog to comply. What I see are the words “shall” and “requiring the owner to comply” which, in my opinion, means “do it” or charges will be laid. Nowhere in the By-Law do I see that By-Law Enforcement Officers may use their discretion to enforce the By-Law. What I see are requirements to be enforced that are written in simple English. I would hope that the Town did not write this By-Law to simply put words on paper or to fulfill some Municipal requirement. I would hope that this By-Law was written to actually ensure the safety of Citizens.

The Town of Fort Frances website states,

“When by-laws are not followed the By-Law Officers take appropriate actions such as laying charges under the provisions of the Town By-Laws.”

I, respectfully, request that our By-Law Enforcement Officers actually do the job they are entrusted, and paid for, to do and enforce the established Animal Control By-Law. There is no discretion! Rules/consequences are rules/consequences! It’s that simple! I find it to be both perplexing and outrageous that there would appear to be more repercussions to property owners that water their lawn on the wrong day than there are for property owners with a dog who has bitten someone walking down the sidewalk.

What will it take for the required rules/consequences of the Animal Control By-Law to be properly administered and enforced by our By-Law Enforcement Officers? Will it take a person being mauled, permanently disfigured or, possibly, killed by what is defined as a “vicious” dog? If that is what it takes, we are living in very troubling times.

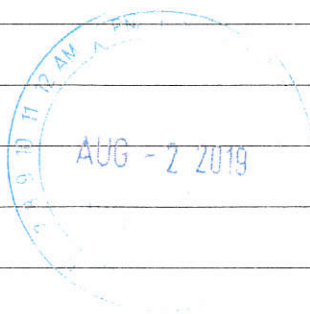
Sincerely,

J.A. Brandli
420 Keating Avenue
Fort Frances, ON

Aug. 2 / 2019

Attn: Mayor Caul, Councillors + Administration

Please find enclosed a request for an informational meeting as well as a list of names that are requesting information in regards to the development of Erin Crescent. Please contact us in regards to the time, date & place for the said meeting. Thankyou for your attention to this matter as we require this information prior to the commencement of this project.



Linda M. Zungeon

274-9352

July 30/2019

We the residents of Patcin Ave, Kaitlyn Dr, Frenette Ave & Sixth Street East request an informational meeting in regards to the future development of Erin Crescent.

Jessica Larose
 Todd Hamrick
 SHANE ARMSTRONG
 Patricia Moffitt
 GARY ANGUS
 Vic Davis

[Signature]
[Signature]
[Signature]
 Mary Ingram
[Signature]

1015 PATCIN AVE
 1038 ERIN
 909 KAITLYN DR.
 905 Kaitlyn Dr.
 829 KAITLYN DR.
 825 Kaitlyn Dr.

Sharon D. Gatchuk
 Scott Westover
 Eugene Grennier
 D. McINNIS

[Signature]
[Signature]
[Signature]
[Signature]

821 Kaitlyn Dr.
 817 Kaitlyn Dr.
 813 Kaitlyn Dr.
 1012 FRENETTE

KURT SHABATURA
 GLORIA Shabatura

[Signature]
 Maria Shabatura

1004 FRENETTE AVE.
 1004 Frenette Ave

Toey Bone
 Samantha Larson
 MIKE ASPLUND

[Signature]
 S. Larson
[Signature]

806 6TH STE
 8126TH STE
 820 6TH STE

Todd Kenny
 J. Dutton
 Bob. Gustafson
 Kevin Busch
 Chris Lowe

[Signature]
[Signature]
[Signature]

1005 PATCIN AVE
 1007 Patcin Ave
 1013 PATCIN AVE
 (828 PORTAGE AVE)
 274-6591

R. Starnarski
 D. Starling
 L. RICARD
 S. KOSOWICK

[Signature]
[Signature]
[Signature]

836 6TH E
 804 6TH STE
 912 Sixth St

SEAN TAGGARE

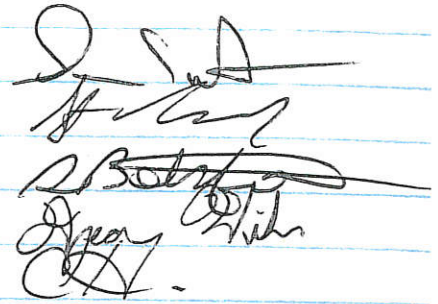
Steve Gushulak

Mike & Steph Botsford

DEAN WILSON

E. Handberg

McNally
Linda JA Ferguson



9/6 - 6th St E

Jim and Marnie Cumming
701 Victoria Ave
Fort Frances, On P9A 2C9

August 7, 2019

Re: Asset Management Replacement of Mature Trees

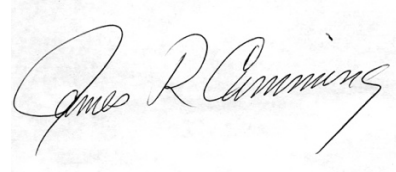
Dear Mayor and Council – Town of Fort Frances

As part of the infrastructure replacement of the 300 block of Second Street in Fort Frances, 12 mature trees including Ash, Basswood, Silver Maple and Red Maple were removed from the curb area of the street. Those trees were planted in response to the loss of the American Elm trees in Fort Frances that graced the street.

Fort Frances has implemented an asset management plan that includes replacing tree losses due to removal, death and disease. We are requesting an accounting for where those 12 mature diverse species will be replaced in Fort Frances and will they be simply saplings, or will those replacement trees be more likely to be 10-15-year-old specimens?

Will more than one tree be planted to replace those lost 12 trees? The Ministry of the Environment and the Ministry of Energy encourages communities to adopt urban forest plans in communities across the province. Does the Town of Fort Frances have such a program?

I look forward to hearing from you.

A handwritten signature in cursive script, appearing to read "Jim and Marnie Cumming", is written in black ink on a light-colored background.

Jim and Marnie Cumming

SUNSET COUNTRY

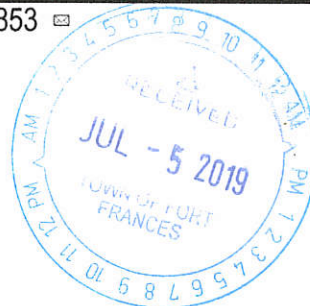
Ontario, Canada

Box 647, Kenora, ON P9N 3X6 ☎ 800-665-7567 ☎ 807-468-5853 ✉

July 2, 2019

Mayor June Caul and Council
Town of Fort Frances
Box 38, Fort Frances, ON P9A 3M5

Dear Mayor Caul & Council:



Re: Annual Per Capita Marketing Contribution – Sunset Country T.A.

Sunset Country Travel Association is the organization in NW Ontario that promotes travel & tourism to the region. Each year, we embark on an annual membership drive. During this drive we request a contribution from towns and cities in the region. This contribution is used by the Association to promote tourism opportunities in Northwestern Ontario's Sunset Country including those in the Fort Frances area. Public sector support of regional tourism marketing is critical to the region's tourism industry. The request is for 27.5 cents per capita.

I want to highlight some improvements we have made this year specific to promoting towns and cities in Sunset Country. These include:

- Introduction of a Lead Management System to assist regional tourism accommodations manage and respond to the many travel inquiries we receive.
- In 2019, Fort Frances received a student funded through Sunset Country for its travel info centre.
- We are continuing extensive work identifying "points of interest" in each community including local attractions such as museums, beaches, parks and other community assets. These points of interest also receive a photo, description and map showing their location on the website. Please assist us by identifying ones in your community that we may have missed.
- We maintain over 7 social media pages on Facebook, Instagram, Twitter etc. and have the largest social media network and following of any organization in the region. We use this platform to promote events and attractions in your community.

Our per capita request is simply asking for a show of support by your municipality for the regional tourism marketing that we undertake. Over the last two years, we have made many improvements in the marketing programs we implement. We also produce our annual Travel Guide and Map and we attend 5 consumer sport shows in key travel markets. We expend most of our resources on promotional activities so there is a direct benefit to the region and the communities in it as a result of these efforts.

Enclosed is a copy of our 2019 Travel Guide. This is one example of what we do but there are many more. Through your contribution, Fort Frances is supporting a marketing plan that last year, reached over 12 million people.

Respectfully yours,

Gerry Cariou
Executive Director



July 29, 2019

Honourable Mayor Caul and Members of Council
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, ON P9A 3P9

Franco-Ontarian Day

Dear Mayor Caul and Members of Council,

In September 2018, you proclaimed September 25th to be Franco-Ontarian Day in Fort Frances. This proclamation confirmed that the Town of Fort Frances recognizes the cultural and economic contribution of its Francophone members and supports their decision to make the French language and culture an important part of their lives. Since then, your presence at various Francophone functions and your inclusion of French in your message to the general population have shown that this proclamation reflects a genuine resolve to make Fort Frances a place where Francophones of all origins can thrive. It is our sincerest hope that the town will renew its commitment and reissue the official proclamation of the "Franco-Ontarian Day" to emphasize the importance of this day (Legislative Assembly of Ontario, *Franco-Ontarian Day Act*, 2010).

In addition, we invite the Town of Fort Frances to mark the 44th anniversary of the Franco-Ontarian flag and the 9th annual Franco-Ontarian Day in Ontario by symbolically raising the Franco-Ontarian flag at Dorion's Municipal Offices on September 25th and that it remains raised for one month.

Last year, 18 Franco-Ontarian flags were raised in Northwestern Ontario. Many members of the community participated in the ceremony and we are hoping to attract even more this year with the activities that local Francophone community groups and schools are organizing to commemorate this day. We wish to, once again, extend our appreciation for your ongoing support.

Yours sincerely,

Nancy Proulx, Board Chair

For further information, and to confirm Fort Frances's participation in commemorating Franco-Ontarian day, please contact: **Joey Deschamps, Economic Development Officer** by phone 1 888-248-1712 or by email at innovation@afnoo.org.



July 22, 2019
Mayor and Council
Town of Fort Frances

RE: Sunny Cove Camp

The Watten Volunteer Fire Department will be hosting its annual fish fry at Sunny Cove Camp on Friday August 23rd.

Watten Fire fundraises every year to cover operating and maintenance expenses for its fire hall and support fire services vehicle. One of these fundraising activities is our annual fish fry at Sunny Cove Camp, which this year will be held on Friday August 23rd. As part of this campaign we are respectfully requesting the town donate the rental fee for Sunny Cove, or in lieu of this, a monetary donation. In past years the Town of Fort Frances has donated \$300.00 to the Watten Fire Department, and this support has been sincerely appreciated.

If you would like further information about the activities of our organization or this request please contact Chad Buist at 274-9000 or Brian Angus at 274-6057.

We appreciate your consideration and assistance.

Thank you.

Brian Angus
Administrative Board, Watten Fire Department



To Clerk of Town of Fort Frances - July 23, 2019

Please find an explanation of my application for
Building Permit #S 2017-094 & 2017-062

of July 24, 2017 & Sept 13, 2017 that was denied

We were not informed of possible rate of Permit fees
for above Building Permits until after the third permit
2017-114, Oct 27/17 at which time the Building Inspector
Mr. Tyson Dennis said he would take care of it. After numerous
phone calls & messages to Mr. Dennis he comes to house
with papers etc & my wife, Kathleen signs. Again after many
phone calls & messages he informs me all is done & cheque will
be issued.

Received cheque for only permit # 2017-114 I called
Mr. Dennis & ~~was~~ told he no longer works for town of Fort Frances
& was referred to acting Inspector Mr. Rob. After a # of conversations
Mr. Rob informed me that procedure of application for Permits
was not followed. I met with the clerk & a phone call later
I was told the same & that an appeal letter to you, the Clerk,
explaining my side was next step.

I believe the procedure was not followed with us
and that the town be responsible for actions, or lack of,
by past employees should be considered in this appeal.

Thank you for any consideration you may give
us in this appeal

Yours truly,

MERLE MCFAYDEN
715 3RD ST. W. 2740101



www.cn.ca

Corporate Services

Stephen Covey
Chief of Police
and Chief Security Officer

935 de La Gauchetière Street West
15th Floor
Montreal, Quebec H3B 2M9
Canada

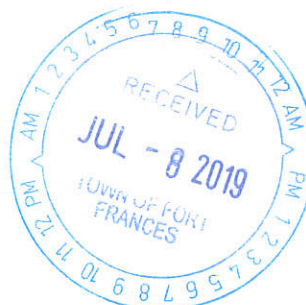
Services corporatifs

Chef de la Police
et de la sécurité

935 rue de La Gauchetière Ouest
15^e étage
Montréal (Québec) H3B 2M9
Canada

June 28, 2019

Office of the Clerk
Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A 1A5



Dear Sir / Madam:

2019 is a very special year for CN as it marks our 100th anniversary. From the start, on June 6, 1919, safety has always been a core value at CN.

We are on a journey to become the safest railroad in North America. In addition to reinforcing a strong safety culture among our 25,000 employees, we collaborate with communities and local authorities to help prevent accidents and injuries at rail crossings, and ensure everyone's safety on and around railroad infrastructure.

This year, **Rail Safety Week** will be held in Canada from **September 23-29**. Hand in hand with *Operation Lifesaver*, CN Police Service officers and other CN employees will be in communities conducting hundreds of safety initiatives throughout the week. As proud partners, our commitment is to keep communities safe by raising rail safety awareness year-round.

Safety is a shared responsibility

Rail safety is everyone's responsibility. By looking out for each other and working together, we can help keep our communities safe and prevent fatalities and injuries on or near railway property.

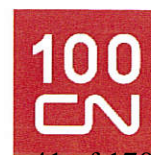
Your council can be a powerful ally in this effort to save lives by adopting the enclosed draft resolution. Please send a copy of your resolution by mail or by e-mail to sandra.orsini@cn.ca and let us know how you will be promoting rail safety in your community this year.

For additional information about Rail Safety Week 2019, please consult www.cn.ca/railsafety or www.operationlifesaver.ca.

Yours sincerely,

Stephen Covey

Encl.



(Draft Resolution)

RESOLUTION IN SUPPORT OF RAIL SAFETY WEEK

Whereas *Rail Safety Week* is to be held across Canada from September 23 to 29, 2019;

Whereas it is in the public's interest to raise citizens' awareness of the dangers of ignoring safety warnings at level crossings and trespassing on rail property to reduce avoidable deaths, injuries and damage caused by incidents involving trains and citizens;

Whereas Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

Whereas CN has requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor

seconded by Councillor

It is hereby **RESOLVED** to support national *Rail Safety Week* to be held from September 23 to 29, 2019.



RAINY RIVER FUTURE
DEVELOPMENT CORPORATION
 A Community Futures Development Corporation

Report to Council

From: Tannis Drysdale RRFDC, Economic Development Consultant

Date: June 9, 2018

Regarding: Request for Community Improvement Incentives

Background

Belluz Concrete started as a home-based business in Fort Frances more than 30 years ago. Belluz Concrete operates a rental business and sells direct to consumer various concrete landscaping products. Additionally, they have developed markets for larger concrete products. These include septic tanks, well casings, v-blocks (deck component) and concrete. It is in the manufacturing of these larger more technically complex products that Belluz Concrete intends to expand.

The company will build a new building is approximately 50 x 100 with 20 x 40 annex at it's 1530 Kings Hwy property. It will have approximately 5800 sq ft of floor space. The first few years the building will be used for storage and pouring our concrete products. There will be power to the building and heat will not be connected to municipal water or sewer service. The company will consider adding water service to the building when the Town repaves the Highway in front of the plant.

Requested Community Improvement Incentives:

1. Waiver of lot paving requirement.
2. Phased in municipal taxes (1/3 year one and 2/3 year two)
3. Reduction in building permit fees.

Value to the Town of Fort Frances of the proposed project

- This project would create two full time jobs.
- Construction will also create economic activity with the building to be valued at \$400,000. (To be self built for a cost of \$250,000)
- Remove commercial activity from a residential zone on Walker.
- Generate about \$12,140 annually in **new** municipal assessment.

Recommendation to Council

We recommend that council approval the requested incentives as the project will provide long term income and employment in the Town of Fort Frances.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(BEING a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation through its Connecting Links Program, the *Municipal Act, 2001*)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links.

AND WHEREAS on August 12, 2019, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a contribution agreement with Ministry of Transportation under the Connecting Links Program for funding for reconstruction of Scott Street (between Colonization Road East to Reid Avenue);

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Transportation, in the form of Schedule “A” attached hereto and forming part of this by-law, be approved for the Mayor and Clerk to sign and affix the Corporate seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 12th day of August 2019.

J. Caul, Mayor

E. Slomke, Clerk

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Transportation

("Ontario")

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the "Recipient")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule "A" to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

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 and 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.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“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, liability, costs or penalty any Funds provided to the Recipient in respect of the Project 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).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“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 “F” 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 the Project or this Agreement.

"Connecting Link" means the highway named in Schedule "A" to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

"Connecting Links Program" means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

"Connecting Links Program Guide" means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program Guide," as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

"Contractor" means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

"Consultant" means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

"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 for the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

"Effective Date" means the date set out at Part B.1 of Schedule "B" of this Agreement.

"Eligible Costs" means the costs described in Part D.1 of Schedule "D" of this Agreement.

"End of Funds Date" means the date set out in Part C.3 of Schedule "C" 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 B.4 of Schedule "B" 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.

"Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

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

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation 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 Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

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

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“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.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“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.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

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" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 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 up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 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 the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. 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 the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 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 the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project 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.
- 3.10 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 the Project or to meet any terms or conditions under this Agreement
- 3.11 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 for the Project.
- 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 Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 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 D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" 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 D.1 of Schedule "D" 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 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 twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

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 without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

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;
- (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 July 15, 2019 and prior to the Project Completion Date.

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 C.4 of Schedule “C” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) 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;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) 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 under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project 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 Ontario Community 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 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.

6.3 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 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" 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 without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 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 6.2 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 or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is 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 B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The 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 the Indemnified Party's 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 the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of 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, Contractors 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 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 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 shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 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 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 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.
- 10.3 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 and fair process that promotes the best value for the 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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 the Project 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 the 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 the Project to the Recipient as set out in Schedule "E" 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 the Project 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 the Project.

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 the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project 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 the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 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.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

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 the Project 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 the Project, 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 the Project 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 the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. 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 the Project 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 C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

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 and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (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 and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

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 be 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. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 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 ensure 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. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 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 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 Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 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 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, 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, Consultants and Contractors 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 Owning 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 B.5 of Schedule "B" 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 of this Agreement 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 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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 Transportation or Delegate.

Name: Teepu Khawja
Title: Assistant Deputy Minister
Provincial Highways Management Division

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

**AFFIX CORPORATE
SEAL**

Date

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Scott Street from Colonization Road East to Reid Avenue.

Approved Project Name: Reconstruction of Scott Street (Colonization Road East to Reid Avenue)

Project Description: Full reconstruction of Scott Street starting from Colonization Road East to Reid Avenue including replacement of the related sanitary sewer, watermains and storm sewer infrastructure.

Project Description Details (from Application):

The reconstruction of Scott Street will encompass the full roadway reconstruction starting from approximately 75m west of Colonization Road West at the limit of the reconstruction work completed in 2016. From that point work will progress 673m to the west to just beyond Reid Avenue.

The reconstruction of Scott Street will include the reconstruct the roadway base and surface including the slight widening of the roadway to better facilitate through traffic and parking on both sides of the street. The roadway base and sub-base will be replaced and strengthened to address wheel track rutting and map cracking problems caused by the high volumes of heavy trucks traversing this roadway. During this reconstruction the sanitary sewer, watermains and storm sewer infrastructure will be replaced along this segment to address those failing and undersized infrastructure components.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2021. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2022.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 905-704-2097 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, ON P9A 3P9</p> <p>Attention: Travis Rob Manager of Operations and Facilities Telephone: 807-274-9893 Email: trob@fortfrances.ca</p>
--	---

Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation 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.

B.6.2 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “C” FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Three Million Dollars (\$3,000,000) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$3,637,438 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Eighty-Two Percent (82%) for the Term of the Agreement.

This percentage is based on the maximum funds payable expressed as a percentage of the estimated total net eligible costs identified by the recipient in the original project application.

Note that the subsidy payable *rate* remains at 90% of the total net eligible project costs incurred by the recipient, up to the maximum funds identified above.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 15, 2019 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2022.

PART C.4 – PAYMENT OF FUNDS

C.4.1 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:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” 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 to third party vendors 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, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) 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;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) 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 D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 15, 2019 or after the Project Completion Date;
- (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 association 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 applications for the Connecting Links Program; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.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.

D.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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.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.

E.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 E.2 – RESPONSIBILITIES OF ONTARIO

E.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 E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.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;
- (c) 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;
- (c) 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;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) 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;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.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.

E.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.

E.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 E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.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 section 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 E.5 – GENERAL

E.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 E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of 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.

F.1.2 Application of Communications Protocol. 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

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: 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.

F.2.2. Permanent Plaque. 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.

F.2.3 Installation of Signage. 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.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting 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 (20) 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 designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, 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.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. 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.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. 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.

F.6.2 Ontario's Right To Publicize Information About 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.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2019-20, a progress report is due on or before September 30, 2019. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any) <i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ Date: _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____

Of _____

in the _____

of _____ this _____

day of _____ A.D. 20__

(Deponent)_____
A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
--	----

SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

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

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(BEING a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation through its Connecting Links Program, the *Municipal Act, 2001*)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links.

AND WHEREAS on August 12, 2019, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a contribution agreement with Ministry of Transportation under the Connecting Links Program for funding for detailed design for the reconstruction of King's Highway (between Pit Road No. 1 and Oakwood Road);

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Transportation, in the form of Schedule "A" attached hereto and forming part of this by-law, be approved for the Mayor and Clerk to sign and affix the Corporate seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 12th day of August 2019.

J. Caul, Mayor

E. Slomke, Clerk

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:****HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

as represented by the Minister of Transportation

("Ontario")

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the "Recipient")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule "A" to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

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 and 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.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“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, liability, costs or penalty any Funds provided to the Recipient in respect of the Project 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).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“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 “F” 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 the Project or this Agreement.

“Connecting Link” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“Connecting Links Program” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“Connecting Links Program Guide” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“Contractor” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“Consultant” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“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 for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“Crown Agency” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

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

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

“End of Funds Date” means the date set out in Part C.3 of Schedule “C” 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 B.4 of Schedule “B” 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.

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

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

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation 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 Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

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

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“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.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“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.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

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" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 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 up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 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 the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. 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 the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 *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 the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.9 *Behavior Of Recipient.*** The Recipient shall carry out any Project 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.

- 3.10 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 the Project or to meet any terms or conditions under this Agreement
- 3.11 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 for the Project.
- 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 Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 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 D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" 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 D.1 of Schedule "D" 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 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 twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

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 without liability, cost or penalty.**4.11 Funds Are Part Of Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

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;
- (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 July 15, 2019 and prior to the Project Completion Date.

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 C.4 of Schedule "C" of this Agreement.**5.3 Conditions Precedent For Payment Of Funds.** Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) 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;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) 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 under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project 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 Ontario Community 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 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.

6.3 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 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" 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 without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 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 6.2 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 or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is 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 B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The 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 the Indemnified Party's 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 the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of 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, Contractors 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 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 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 shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 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 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 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.
- 10.3 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 and fair process that promotes the best value for the 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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 the Project 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 the 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 the Project to the Recipient as set out in Schedule "E" 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 the Project 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 the Project.

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 the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario.

The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project 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 the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 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.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

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 the Project 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 the Project, 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 the Project 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 the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. 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 the Project 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 C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

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 and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (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 and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

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 be 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. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 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 ensure 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. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 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 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 Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 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 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, 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, Consultants and Contractors 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 Owed 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 B.5 of Schedule "B" 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 of this Agreement 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 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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 Transportation or Delegate.

Name: Teepu Khawja
Title: Assistant Deputy Minister
Provincial Highways Management Division

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

**AFFIX CORPORATE
SEAL**

Date

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Reconstruction of Kings Highway 11/71

Approved Project Name: Detailed Design for Reconstruction of Kings Highway (Pit Road Number 1 to Oakwood Road)

Project Description: Detailed Design for the Reconstruction of Kings Highway (Pit Road Number 1 to Oakwood Road), a total of 794m.

Project Description Details (from Application):

Detailed design for the reconstruction of the west entrance to the Town, being Kings Highway from Pit Road Number 1 to Oakwood Road. A total of 794 meters of roadway length will be reconstructed.

The reconstruction of Kings Highway will include new stronger sub-base and base granular materials, new storm sewer infrastructure to improve drainage and widening the road surface to include 4 newly surfaced lanes and concrete curb and gutter.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2020. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2021.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 905-704-2097 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, ON P9A 3P9</p> <p>Attention: Travis Rob Manager of Operations and Facilities Telephone: 807-274-9893 Email: trob@fortfrances.ca</p>
--	---

Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation 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.

B.6.2 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “C” FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Hundred and Sixteen Thousand, Two Hundred Dollars (\$116,200) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$129,111 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 15, 2019 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2021.

PART C.4 – PAYMENT OF FUNDS

C.4.1 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:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” 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 to third party vendors 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, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) 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;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) 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 D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 15, 2019 or after the Project Completion Date;
- (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 association 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 applications for the Connecting Links Program; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.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.

D.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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E” ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.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.

E.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 E.2 – RESPONSIBILITIES OF ONTARIO

E.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 E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.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;
- (c) 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;
- (c) 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;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) 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;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.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.

E.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.

E.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 E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.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 section 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 E.5 – GENERAL

E.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 E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of 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.

F.1.2 Application of Communications Protocol. 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

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: 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.

F.2.2. Permanent Plaque. 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.

F.2.3 Installation of Signage. 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.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting 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 (20) 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 designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, 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.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. 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.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. 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.

F.6.2 Ontario's Right To Publicize Information About 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.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2019-20, a progress report is due on or before September 30, 2019. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any) <i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____ Date: _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

 (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE “G” continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

	20
--	----

SCHEDULE “G” continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded “Yes” to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

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

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

**Fort Frances
Atikokan
Alberton
La Vallee
Emo**

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION
OFFICE OF THE SECRETARY-TREASURER
P.O. BOX 4
BARWICK, ONTARIO
P0W 1A0**

**Rainy River
Dawson
Lake of the Woods
Morley
Chapple**

Phone: (807) 487-2354 Email: chapple@tbaytel.net

MEMO

Date: August 2, 2019
Attention: Rainy River District Municipalities
Re: RRDMA General Meeting

Please be advised that at the July 31, 2019 RRDMA Executive Meeting the following date and location were confirmed for the next RRDMA General Meeting:

LOCATION: Township of Chapple
 Chapple Community Centre

TIME/DATE: 7:00 P.M.

Wednesday, September 18, 2019

**Peggy Johnson
RRDMA Sec – Treas.**

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000



July 22, 2019

Dear Head of Council:

RE: Provincial Policy Statement Review – Draft Policies

I am writing today to announce that my ministry is launching a consultation on proposed policy changes to the **Provincial Policy Statement (PPS)**. The PPS is an important part of Ontario's land use planning system, setting out the provincial land use policy direction.

Municipalities play a key role in implementing these policies through local official plans, zoning by-laws and other planning decisions. The Planning Act requires that decisions on land use planning matters be “consistent with” the Provincial Policy Statement policies.

The government is consulting on draft policy changes to:

- Encourage the development of an increased mix and supply of housing
- Protect the environment and public safety
- Reduce barriers and costs for development and provide greater predictability
- Support rural, northern and Indigenous communities
- Support the economy and job creation

The proposed PPS policy changes support the implementation of [More Homes, More Choice: Ontario's Housing Supply Action Plan](#). The Action Plan includes a series of distinct but coordinated initiatives to address housing supply, including a review of the Provincial Policy Statement. The proposed PPS changes work together with other recent changes to the land use planning system – including to the Planning Act through [Bill 108, More Homes, More Choice Act, 2019](#) (once proclaimed) and [A Place to Grow: Growth Plan for the Greater Golden Horseshoe](#).

For more information about the consultation, please visit <http://www.mah.gov.on.ca/Page215.aspx> where you will find:

- A link to the posting on the Environment Registry of Ontario (ERO #019-0279), including the proposed Provincial Policy Statement and questions to consider
- Information on how to provide comments

The consultation is open for 90 days and closes on October 21, 2019.

- 2 -

I look forward to hearing your ideas on the proposed changes to the Provincial Policy Statement.

If you have any questions about the consultation, please contact the ministry at planningconsultation@ontario.ca or by calling 1-877-711-8208.

Sincerely,



Steve Clark
Minister

c: Planning Head and/or Clerks

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



July 11, 2019

In This Issue

- The top questions about digital signatures.
- Save 15% off Deluxe Canada products.
- Updated OFM's Directive on reporting on fires and explosions requiring investigation.
- Consultation: Canada-Ontario Agreement on Great Lakes.
- AMO Conference sponsorship.
- Sign up today for Pre-Conference Clinics at the 2019 AMO Conference.
- The AMO Conference is just 38 days away!
- Durham Region resolution concerning Lake Ontario water levels.
- Careers with Halton Region, Kingston and Cochrane DSSAB.

AMO Matters

Each week we will profile a key question about digital signatures. Q18: What is OCSP and an OCSP response? [Click here](#) for the answer.

Enter promotion code **63647** when ordering and save 15% on [Deluxe Canada products](#) including customizable forms, cheques, print marketing, promo & apparel, and more. This continues AMO's member discount with the company formerly known as NEBS.

Provincial Matters

The Office of the Fire Marshal (OFM) has [updated the directive](#) regarding reporting on fires and explosions requiring investigation with focus on reducing the reporting burden without reducing public safety considerations.

Federal Matters

The draft new Canada-Ontario Agreement is available for comment on [Ontario's Environmental Registry](#) and on [Canada.ca](#). It is available for comment for 60 days, until September 4, 2019.

Eye on Events

One speaking opportunity left! For information on this and other [event sponsorships](#) at the 2019 AMO Conference in Ottawa, please contact Lorna Ruder, tel: 416.971.9856 x341.

Communications 101 for Elected Officials, Codes of Conduct Clinic and Indigenous Cultural Competency are three, half-day clinics available to purchase as part of your Conference experience. The sessions will run concurrently on Sunday, August 18, 2019 from 9:00 am to Noon. The cost is \$360 plus HST. Register [here](#) at the [AMO Conference site](#) using the conference registration form.

Have a look at the 2019 Conference [program](#) we have lined up for you. There is a lot going on right now in Ontario's municipal sector. You can hear about it first-hand at the AMO Conference. [Register here](#) today.

Municipal Wire

The [resolution](#) of Durham Region resolves that the Provincial Government review and increase the funding provided to municipalities as the first line in flood prevention, preparation, mitigation, response and recovery commensurate to the anticipated increased flooding, erosion and damages.

Careers

[Change Management Advisor - Region of Halton](#). Reports to: Manager, Human Services Planning & Program Support. Department: Social & Community Services. Posting No. SS-259-19. Posting Expires: July 17, 2019. Please apply online at [Halton Job Postings](#).

Commissioner, Corporate Services - City of Kingston. File No.: J0619-0727. Closing: July 22, 2019.
Reports to: Chief Administrative Officer. Please apply to City of Kingston Career Opportunities.

Director, Housing Services - Cochrane District Social Services Administration Board (CDSSAB).
Reports to: Chief Administrative Officer. The Director, Housing Services also serves as the Deputy CEO of the Cochrane District Local Housing Corporation. For more information, contact Dania Zargaran at Odgers Berndtson Executive Search at 1.866.962.1990 or submit your resume and cover letter by August 9th, 2019 at Odgers Berndtson Opportunities.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow @AMOPolicy on Twitter!

AMO Contacts

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)



AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



July 18, 2019

In This Issue

- Meeting management with integrated digital signatures.
- AMO-4S Partnership: Webinar now available.
- The top questions about digital signatures.
- Save 15% off Deluxe Canada products.
- Bill 108 comments on regulations - deadlines approach.
- Canada Infrastructure Bank makes investments in municipal infrastructure projects.
- Almost one billion in federal Gas Tax funding delivered to Ontario municipalities.
- Sign up today for Pre-Conference Clinics at the 2019 AMO Conference.
- The AMO Conference is just 30 days away!
- AMO Conference sponsorship.
- LAS Blog: AMO-4S partnership.

AMO Matters

Notarius and eSCRIBE are partnering to create greater levels of assurance for municipal users of their solutions. Users can trust that the Notarius digital and electronic signature platform integrated with eSCRIBE's meeting management platform will greatly improve the management of all documents in eSCRIBE's cloud-based solution. A recording of the [webinar](#) from July 8 is now available.

On June 26, AMO hosted a [webinar](#) that introduced a new partnership with 4S Consulting Services Inc., AMO's preferred provider of an occupational health and safety (OHS) management program. 4S will be offering OHS training, consulting and a digital dashboard tool, 4Safecom, at exclusive pricing to AMO members. Contact [Addy Yellapantula](#) for more information.

Each week we will profile a key question about digital signatures. Q19: What is a CRL? [Click here](#) for the answer.

Enter promotion code **63647** when ordering and save 15% on [Deluxe Canada products](#) including customizable forms, cheques, print marketing, promo & apparel, and more. This continues AMO's member discount with the company formerly known as NEBS.

Provincial Matters

A reminder that MMAH has posted two draft regulations on the ERO for comment. On [Planning Act and transition matters for planning](#) - the deadline for comment is August 6, 2019. For [Community Benefit Charges and DCs](#), the deadline is August 21, 2019.

Federal Matters

The Canada Infrastructure Bank (CIB) is making investments in municipal infrastructure projects. This [news release](#) features CIB's investment of up to \$20 million in the Township of Mapleton's water and wastewater project.

AMO delivered almost one billion in federal Gas Tax funding this week to municipalities. This included \$650 million from the one-time transfer as promised in the [2019 Federal Budget](#) and the July payment of the 2019 allocation. To learn more about AMO and the federal Gas Tax Fund, visit [Gas Tax at Work](#).

Eye on Events

Communications 101 for Elected Officials, Codes of Conduct Clinic and Indigenous Cultural Competency are three, half-day clinics available to purchase as part of your Conference experience. The sessions will run concurrently on Sunday, August 18, 2019 from 9:00 am to Noon. The cost is \$360 plus HST. Register [here](#) at the [AMO Conference](#) site using the conference registration form.

Have a look at the [2019 AMO Conference program](#) we have lined up for you. There is a lot going on right now in Ontario's municipal sector. You can hear about it first-hand at the AMO Conference. Register [here](#) today.

For information on sponsorships opportunities at the 2019 AMO Conference in Ottawa, please contact [Lorna Ruder](#), tel: 416.971.9856 x341.

LAS

LAS Blog: AMO has partnered with 4S Consulting Services Inc. to provide OHS management to members at exclusive prices. [Check out the blog](#) to learn more.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watch File](#) Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[ONE Investment](#)

[Media Inquiries](#) Tel: 416.729.5425

[Municipal Wire](#), [Career/Employment](#) and [Council Resolution Distributions](#)

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)



AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



August 8, 2019

In This Issue

- AMO Youth Engagement Initiative.
- Special Advisor's Report on Blue Box released.
- Consultation: Canada-Ontario Agreement on Great Lakes.
- Pre-Conference: Explore Ottawa by bike.
- Pre-Conference: Clinics at the 2019 AMO Conference.
- AMO's Fall Policy Forum: London, October 24 + 25.
- ONE Investment fall workshops across Ontario.
- Careers with Kingston, Burlington, Lakeshore and Orangeville.

AMO Matters

AMO is pleased to launch our new Youth Engagement Initiative at this year's Annual Conference. Following the launch, please [join other young council members](#) from across Ontario for socializing and networking.

Provincial Matters

The Special Advisor on Recycling and Plastic Waste released his [report](#) to the Ministry of the Environment, Conservation and Parks. AMO is working with the Ministry on next steps.

Federal Matters

The draft new Canada-Ontario Agreement on Great Lakes Water Quality and Ecosystem Health is available for comment on [Ontario's Environmental Registry](#) and on [Canada.ca](#). It is available for comment for 60 days, until September 4, 2019.

Eye on Events

Explore Ottawa by bike and experience some of Ontario's most innovative cycling infrastructure on Sunday, August 18, prior to start of the AMO Conference. Participants will hear from city staff and local officials about the planning and impact of cycling projects, including Ontario's first downtown separated bike lane (Laurier Ave). Participation is free for registered delegates. Bikes and helmets will be provided. Tour will take place at a leisurely pace and will include stops to ask questions. Space is limited, [register today](#).

Communications 101 for Elected Officials, Codes of Conduct Clinic and Indigenous Cultural Competency are 3, half-day clinics available to purchase as part of your Conference experience. The sessions run concurrently on Sunday, August 18, from 9:00 am to noon. The cost is \$360 + HST. Register [here](#) at the [AMO Conference](#) site using the conference registration form.

Save the dates - October 24 + 25 - for AMO's Fall Policy Forum, for elected officials, senior municipal staff and others. London will be the location of a two-day forum on some of the key policy issues and questions confronting Ontario's municipal governments. Program details will be available in September.

ONE Investment fall workshops across Ontario - for more information [click here](#). Learn why municipalities need to invest? What are the different investment options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options?

Careers

Planner - City of Kingston. Reports to: Manager, Policy Planning. File No.: J0719-0644. Job Type: Temporary. Closing date: August 16, 2019. Please apply to City of Kingston [Career Opportunities](#). Your resume must clearly demonstrate how you meet the requirements of the position.

Financial Analyst - City of Burlington. Employment Status: Contract/Job Rotation up to November 2020.

Job Number: FN-158-19. Posting Closing Date: August 16, 2019. To apply, visit City of Burlington [Career Opportunities](#) and click on "View Jobs". Please note that applications are only accepted online.

General Accounting Supervisor - Town of Lakeshore. Reports to: Manager, Accounting Services. Qualified applicants are to email a detailed resume outlining their qualifications to jobs@lakeshore.ca no later than 9:00 a.m., Monday, August 19, 2019, clearly indicating General Accounting Supervisor in the subject line.

Senior Procurement Specialist - Town of Orangeville. Department: Corporate Services. Please submit your resume, in confidence, to Sarah Alexander, Human Resources Assistant, no later than 4 p.m. on Thursday August 22, 2019. Applications may be submitted online, emailed to hr@orangeville.ca, or submitted in person to the Town Hall located at 87 Broadway. If submitting a resume via email, please quote the job title in the subject line.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

AMO Watch File Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)





THE CORPORATION OF THE CITY OF STRATFORD

Resolution: Opposition to Changes in 2019 Provincial Budget and Planning Act

WHEREAS on April 11, 2019, the Provincial government tabled a new budget, some of which represents a significant shift in priorities, with direct implications to the City of Stratford and municipalities across Ontario;

AND WHEREAS this shift in priorities will put disproportionate pressure on municipal governments to either fully fund Provincially discontinued programs or partially supplement programs and services at current service levels;

AND WHEREAS the City of Stratford recognizes that the Government of Ontario announced in May 2019 that it will reverse mid-year cuts to critical services of public health, childcare and ambulance services and requests an opportunity to work collaboratively to find solutions that will work for all partners and protect services prior to drafting 2020 budgets;

AND WHEREAS previous legislation that abolished the OMB and replaced it with LPAT received unanimous – all party support as all parties recognized that local governments should have the authority to uphold their provincially approved Official Plans and community driven planning;

AND WHEREAS in the spirit of working together for the benefit of all Ontario residents, Stratford City Council opposes the upcoming changes to the Planning Act as municipalities were not consulted and afforded an opportunity to provide feedback;

AND REQUESTS a meeting with MPP Pettapiece, the Minister of Municipal Affairs and other related ministries on the effects of downloading onto municipal governments;

AND THAT this resolution be forwarded to all municipalities in Ontario and to AMO.

The Corporation of the City of Stratford, P.O. Box 818, Stratford ON N5A 6W1
Attention: City Clerk, 519-271-0250 ext 235, clerks@stratford.ca



THE CORPORATION
OF
THE TOWN OF HALTON HILLS

Moved by:  Date: July 8, 2019
Councillor Clark Somerville

Seconded by:  Resolution No.: _____

WHEREAS the Province of Ontario, through the Ministry of the Environment, Conservation and Parks, has posted a discussion paper entitled "Reducing Litter and Waste in our Communities";

AN WHEREAS producer responsibility has not been adequately addressed by the Province of Ontario;

AND WHEREAS a successful deposit/return program for single use plastic, aluminum and metal drink containers has been in existence in other Provinces in Canada including Newfoundland, Nova Scotia and British Columbia;

AND WHEREAS these successful program have eliminated many of these containers from the natural environment;

THEREFORE BE IT RESOLVED that the Council of the Town of Halton Hills call upon the Province of Ontario, through the discussion paper entitled "Reducing Litter and Waste in our Communities", to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers;

AND FURTHER THAT that the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging;

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs; the Association of Municipalities of Ontario; the Region of Halton; and all municipalities in the Province of Ontario.


Mayor Rick Bonnette



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

July 16, 2019

Hon. Doug Ford, Premier
Legislative Building Rm 281, Queen's Park
Toronto, Ontario
M7A 1A1

Dear Premier Ford,

Re: MUNICIPAL AMALGAMATION

Please be advised that at its regular meeting held, Monday July 15, 2019 the Council of the Township of McKellar passed the following resolution:

- 19-355 **WHEREAS** there are 444 municipalities in Ontario that are very efficient and well-governed, and who respond quickly to ratepayer's needs;
- AND WHEREAS** in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;
- AND WHEREAS** there has never been a valid evidence-based study that supported these outcomes;
- AND WHEREAS** forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;
- AND WHEREAS** there are many positive examples of small rural and northern municipalities working together in a collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;
- AND WHEREAS** the Provincial Government has a large deficit due to their own decision-making;
- AND WHEREAS** recently the same Conservative Government recently reduced one large regional municipal government by 50%, without "consultation";
- AND WHEREAS** this same Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them;

AND WHEREAS the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

AND WHEREAS the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, substantially increase fines, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

NOW THEREFORE BE IT RESOLVED that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO organization go beyond requesting “consultation” and “demand” that the Provincial Government do the following:

- 1) Hold a local referendum letting the citizens decide to amalgamate or not
- 2) Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit
- 3) Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition
- 4) To ensure that there is absolutely no conflict of interest in this consultative process
- 5) To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

AND FURTHER that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and all MPPs in the Province of Ontario;

AND FURTHER that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipalities Association (ROMA), Federation of Northern Ontario Municipalities (FONOM), the District of Parry Sound Municipal Association (DPSMA) and all Ontario municipalities for their consideration.

Carried

Sincerely,


 Tammy Wylle, AMCT
 Clerk Administrator

Cc:

Deputy Premier of Ontario;

Minister of Municipal Affairs and Housing;

Leader of the New Democratic Party;

All Ontario MPP's;

Association of Municipalities of Ontario (AMO);

Northwestern Ontario Municipal Association (NOMA);

Rural Ontario Municipalities Association (ROMA);

Federation of Northern Ontario Municipalities (FONOM);

District of Parry Sound Municipal Association (DPSMA);

all Ontario municipalities

O:\Council mtg letters\July 15 2019/Municipal Amalgamation

From: [Peggy Johnson](#)
To: alberton@jam21.net; [Bridget Foster](#); lakeofthewoodstwp@tbaytel.net; lavalley@nwonet.net; [Lisa Slomke](#); rainyriver@tbaytel.net; [Sue Bates](#); township@emo.ca; townshipofmorley@gmail.com; vvogan@tbaytel.net; dawsontwp@tbaytel.net
Subject: Lake Superior Scottish Regiment
Date: Thursday, August 1, 2019 2:07:05 PM
Attachments: [DOC.pdf](#)

Good afternoon everyone....the attached letter was sent to the attention of the RRDMA. As per directive of the Executive at their meeting last night, I have been asked to forward this correspondence to all of you. It was felt that this was something that each municipal Council may want to consider attending. At this time President/Deb will be having surgery and Vice President/Peter may also be away for a medical appoint for his wife. They are hoping that someone in the District may be able to attend to represent RRDMA. Peggy

Peggy Johnson, CMO
CAO/Clerk Treasurer
Township of Chapple



SENATE LAKE SUPERIOR SCOTTISH REGIMENT

176 High Street South
Thunder Bay, Ontario
P7B 3K6

24 July 2019

Rainy River District Municipal Association
c/o Peggy Johnson, Secretary
P. O. Box 4
Barwick, Ontario P0W1A0

Dear Ms. Johnson:

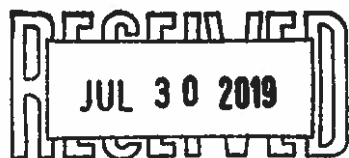
The Senate of the Lake Superior Scottish Regiment requests the Rainy river District Municipal Association extends our invitation to the mayors and reeves of your member municipalities to participate in the dedication of a new civic memorial in recognition of the 52nd (New Ontario) Battalion, Canadian Expeditionary Force by laying a wreath on behalf of your nation during the wreath laying ceremony. The monument will be dedicated in the morning of Saturday 21 September 2019 after our reservists and our cadets have returned from summer training and a picnic will follow the dedication.

The contribution of this one infantry battalion is an important example of our region's legacy where individuals from all walks of life came together in a huge undertaking at great personal sacrifice. The story of the First World War is a pivotal one in our history and our culture. This monument will help to preserve that story and educate future generations of Canadians.

We ask that your municipal leaders advise the Senate no later than 16 August whether they will participate in this ceremony so that we can set a place for them in the seating arrangements and add their name and community to the souvenir-quality dedication program to be created for the event. They can send their reply to us care of the address above or you can contact the organizing committee chair, Captain (retired) Tim Groulx, at tgroulx@tbaytel.net. Wreaths and poppies can be obtained through any Branch of the Royal Canadian Legion.

Yours sincerely

Michel Beaulieu
Honorary Lieutenant Colonel
Lake Superior Scottish Regiment





Stewardship Ontario

FORT FRANCES, TOWN OF
320 Portage Avenue.
Fort Frances ON
P9A 3P9



June 30, 2019

RE: Industry funding for Municipal Blue Box Recycling for the first quarter of the 2019 Program Year

Dear Mayor and Members of Council:

Stewardship Ontario provides payments to municipalities and First Nations equal to 50% of the total net costs incurred by those communities as a result of the Blue Box Program. Payments are made on a quarterly basis. The funding for these payments comes from companies that produce, import and sell packaging and printed paper to Ontario residents.

RPRA is responsible for setting payments to individual communities. Further details with respect to the RPRA Board's determination of the 2019 obligation and the allocation to individual municipalities and First Nations is available on the RPRA website (www.rpra.ca/blue-box).

Thank you for your ongoing dedication to resource recovery and reutilization.

Sincerely,

David Pearce
Supply Chain Officer
Stewardship Ontario



Fort Frances District Office
922 Scott Street
Fort Frances, Ontario
P9A 1J4

Ministry of Natural
Resources and Forestry

Ministère des Richesses
naturelles et des Forêts

Tel: (807) 274-5337
Fax: (807) 274-4438

July 26, 2019

Subject: Stage 4 – Crossroute-Sapawe Forest 2020-2030 Forest Management Plan: Review of Draft Forest Management Plan: Information Centre

Dear Stakeholder,

As a follow-up to the letters sent to you February 28, 2018 during the preparation of the 2020-2030 Forest Management Plan for the Crossroute-Sapawe Forest, the Ontario **Ministry of Natural Resources and Forestry (MNR)**, **Resolute FP Canada Inc.** and **Rainy Lake Tribal Resource Management Inc.** invite you to participate in the development of the 2020-2030 Forest Management Plan (FMP) for the Crossroute-Sapawe Forest.

The Planning Process

The FMP takes approximately three years to complete. During this time, five formal opportunities for public consultation and First Nation and Métis community involvement and consultation are provided. The third opportunity (Stage Three) for this FMP occurred on February 28, 2019 to May 27, 2019 when the public was invited to review and comment on proposed operations for the 10-year period of the FMP.

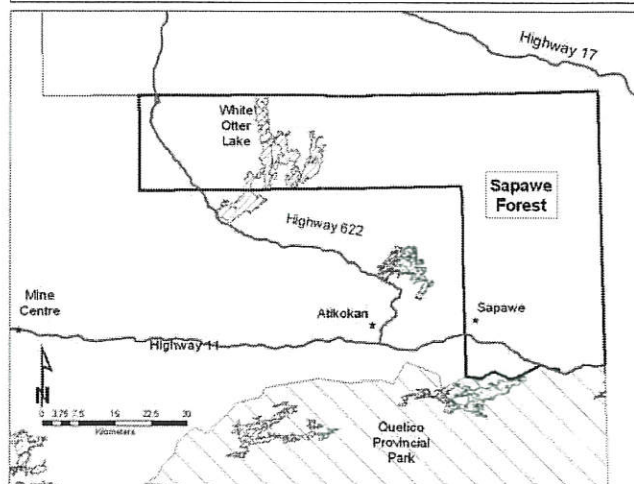
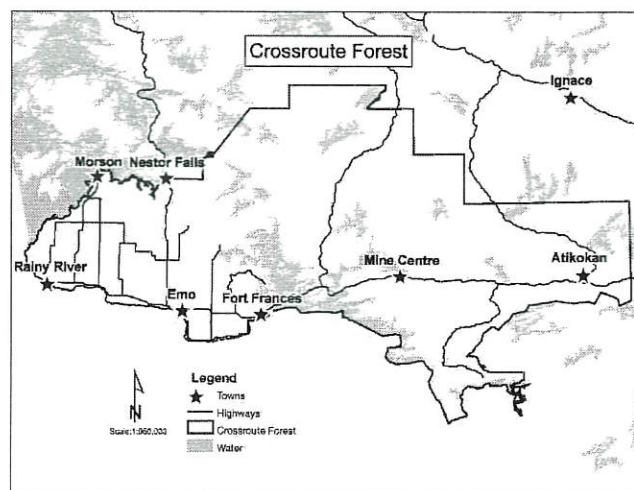
This 'Stage Four' notice is to:

- Invite you to review and comment on the draft FMP and MNR's preliminary list of required alterations.

Comments from the public will be considered in revisions to the draft FMP.

How to Get Involved

The Draft FMP and the Draft FMP summary will be available on the Ontario Government website at www.ontario.ca/forestplans and at the **Resolute FP Canada Inc.** and **Rainy Lake Tribal Resource Management Inc.** offices at the location noted below, by appointment during normal office hours for a period of 60 days: August 27, 2019 to October 28, 2019. Comments on the Draft FMP for the Crossroute-Sapawe Forest must be received by Philip Cooze of the planning team at the MNR Fort Frances District Office, by October 28, 2019.



To assist you in the review and to provide the opportunity to ask questions, an information centre will be held at the following location from **3:00 pm to 7:00 pm (CST)** on the following days:

Nestor Falls

Tuesday, August 27, 2019 at the Community Hall, 11 Mortimer Rd., Nestor Falls, ON.

Fort Frances

Wednesday, August 28, 2019 at the Royal Canadian Legion Branch 29, 250 Church St. ON.

Atikokan

Thursday, August 29, 2019 at the Royal Canadian Legion Branch 145, 115 O'Brien St. ON.

In addition to the most current versions of the information and maps which were previously available, the following information will also be available:

- Draft FMP, including supplementary documentation;
- Draft FMP summary (copies may be obtained at the information centre);
- MNRF's preliminary list of required alterations.

Meetings with representatives of the planning team and the LCC can be requested at any time during the planning process. Reasonable opportunities to meet planning team members during non-business hours will be provided upon request. If you require more information or wish to discuss your interests with a planning team member, please contact one of the individuals listed below:

Company Contact

Beau Johnson, R.P.F.
Plan Author
Resolute FP Canada Inc.
2001 Neebing Avenue
Thunder Bay Ontario P7E 6S3
Phone: (807) 475-2030
Beau.johnson@resoluteftp.com

Renee Perry
Management Forester
MNRF Atikokan Area Office
108 Saturn Avenue
Atikokan, Ontario P0T 1C0
Phone: (807) 597-5010
Renee.perry@ontario.ca

MNRF Contact

Philip Cooze, R.P.F.
Management Forester
MNRF Fort Frances District
922 Scott Street
Fort Frances, Ontario P9A 1J4
Phone: (807) 274-8639
Philip.cooze@ontario.ca

Sam Hawken, R.P.F.
Management Forester
MNRF Fort Frances District
922 Scott Street
Fort Frances, Ontario P9A 1J4
Phone: (807) 274-8603
Sam.hawken@ontario.ca

Advisory Committee Contacts

Shane Selman
Atikokan Resource Management
Advisory Committee Representative
c/o MNRF Atikokan Field Office
108 Saturn Avenue
Atikokan, Ontario P0T 1C0
Phone: (807) 597-5010

Brenda Ferris-Hyatt
Fort Frances Natural Resource
Advisory Committee Representative
c/o MNRF Fort Frances District
922 Scott Street
Fort Frances, Ontario, P9A 1J4
Phone: 807-274-8639

During the planning process there is an opportunity to make a written request to seek resolution of issues with the MNRF District Manager or the Regional Director using a process described in the 2017 *Forest Management Planning Manual (Part A, Section 2.4.1)*.

The last possible date to seek issue resolution with the MNRF Regional Director is **November 27, 2019**.

Stay Involved

A final opportunity to inspect the MNRF-approved FMP before it is implemented will take place during **Stage Five** - Inspection of the MNRF-approved FMP, which is tentatively scheduled for February 17, 2020.

The approval date of the FMP is scheduled tentatively for **February 14, 2020**.

If you would like to be added to a mailing list to be notified of public involvement opportunities, please contact Philip Cooze at (807) 274-8639.

The MNRF is collecting your personal information and comments under the authority of the *Crown Forest Sustainability Act*. Any personal information you provide (address, name, telephone, etc.) will be protected in accordance with the *Freedom of Information and Protection of Privacy Act*; however, your comments will become part of the public consultation process and may be shared with the general public. Your personal information may be used by the MNRF to send you further information related to this forest management planning exercise. If you have questions about the use of your personal information, please contact Tanis Williamson, MNRF Fort Frances District Office at 807-274-5337, extension 8638.

Information about Forest Management Planning in Ontario is available at:
ontario.ca/page/forest-management-planning
ontario.ca/forestplans

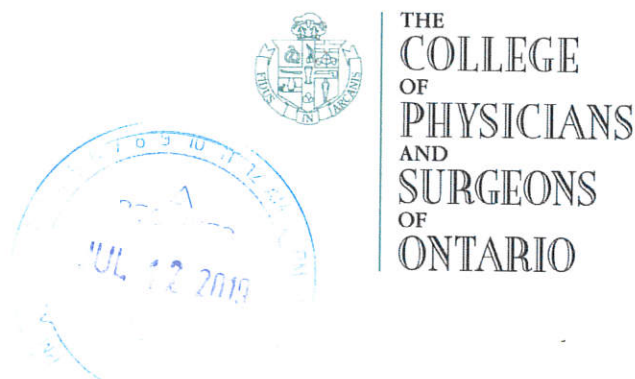
If you are interested in learning more about the forest management planning process and how your community can be involved, myself and representatives from the planning team would be pleased to meet with you and interested members of your community at any time during the planning process. Please contact Philip Cooze at (807) 274-8639 to arrange a suitable time and location.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Chapman', with a stylized flourish at the end.

Greg Chapman
District Manager
Fort Frances District

July 8, 2019



TO MAYOR, CITY CLERK AND COUNCILLORS:

Nominate an Outstanding Ontario Physician in Your Community
The College of Physicians and Surgeons of Ontario Council Award



Did You Know?

Over the last four years, the Council Award has been presented to four physicians nominated by their local city council?

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the **2020 Council Award**. The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody a vision of the “ideal physician”.

The criteria for selecting a physician for the Council Award are outlined in the enclosed nomination form. The criteria are based upon eight “physician roles” that reflect society’s expectations of what is needed to practise modern medicine.

Through the award, the College honours Ontario physicians whose performance in each of these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others.

If you know of a physician who meets the selection criteria, please nominate him or her for the Council Award.

The deadline for receipt of nominations is September 30, 2019 at 5:00 p.m.

For further information, please contact the Council Awards Program at 416-967-2600 or 1-800-268-7096 extension 257 or cpsoaward@cpso.on.ca.

TOWN OF FORT FRANCESMINUTESSESSION NO. # 1March 14, 2019

The meeting of Fort Frances Municipal Non-Profit Housing Corporation of the Town of Fort Frances was held in the Committee Room, Civic on March 14, 2019 from 12:01 p.m. to 12:35 p.m.

PRESENT: C. Mallory, Vice President, Chaired, D. McTaggart, C. Gray, G. Beadle, Councillor W. Brunetta, Councillor A. Hallikas, L. Slomke, Clerk

ALSO PRESENT: F. Sinninghe, Financial Analyst, RRDSSAB and K. Lawson, Board Secretary

REGRETS: G. McBride, S. Weir, Integrated Services Manager, W. Tillbury, Finance Manager, RRDSSAB

1. Call to Order - 12:01 p.m.

2. Approval of Agenda as presented.

2.1 Session No. 1 dated March 14, 2019.

01/19 Hallikas-McTaggart: THAT the March 14, 2019 Meeting agenda as prepared be approved.

CARRIED

3. Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.

3.1 Overview of the definition of Use of Non-Agenda items from E. Slomke, Clerk.

4. Disclosure of pecuniary interest and the general nature thereof

4.1 Overview of the definition of pecuniary interest as provided by the Municipal Conflict of Interest Act, RSO 1990. (E. Slomke, Clerk).

- E. Slomke, provided an overview as stated, advising members that the use of non-agenda items does not provide for public transparency and every effort is made by the municipality to provide the public with the matters ahead of time.

5. Approval of Previous Minutes

5.1 Session No. 4 - Annual General Meeting dated December 13, 2018.

02/19 McTaggart-Hallikas: THAT the minutes of the Session No. 4 - Annual General Meeting dated December 13, 2018 be approved as amended.

CARRIED

6. New Business

6.1 Orientation for New Members.

- 1) Introduction of all members and stakeholders.
- 2) Overview of Code of Conduct from E. Slomke, Clerk
- E. Slomke provided an overview for the matters as stated.

- 03/19 Hallikas-McTaggart: THAT the Overview of Definition of the Non Agenda Items, Code of Conduct, and Definition of Pecuniary Interest as provided for by the Municipal Conflict of Interest Act, RSO 1990 and as presented by Elizabeth Slomke, Town Clerk be received.

CARRIED

- 6.2 Mortgage Renewal - January 1, 2019 - CMHC Reference: 18-188-144 (materials previously distributed to members)
- this is a housekeeping resolution to confirm the direction of members that the Chair and Treasurer execute the Mortgage Agreement with CMHC with revised amortization schedule.

- 04/19 Hallikas-Gray: THAT the mortgage renewal dated January 1, 2019 from CMHC - Reference No. 18-188-144 with revised amortization schedule as previously distributed to members in an email dated February 6, 2019 from K. Lawson, FFMNPHC Secretary now be approved for execution by Chair and Treasurer.

CARRIED

6.3 Appointment of Treasurer.

- 1) February 28, 2019 Letter of resignation from E. Slomke, Treasurer, FFMNPHC effective March 14, 2019 (will be received with appreciation). *Ms. Slomke has graciously agreed to make herself available on a as needed basis to provide resource.*
- 2) Appointment of Treasurer to the Board of Directors.
- Councillor Brunetta has agreed to undertake the position of Board Treasurer. Board agreed with thanks.

- 05/19 Gray-Hallikas: THAT the letter of resignation from E. Slomke, Treasurer, FFMNPHC effective March 14, 2019 be received with appreciation for service.

CARRIED

- 06/19 Hallikas-Gray: THAT the following member of the Fort Frances Municipal Non-Profit Housing Corporation be appointed as Corporation Treasurer for the year 2019: Wendy Brunetta

CARRIED

- 6.4 Prior 4th Quarter Financial Statements.
 1) November 2018 Financial Statements;
 2) December 2018 Financial Statements
 - F. Sinninghe was in attendance to present the financials. He provided an updated December 2018 Statement.

07/19 Gray-Hallikas: THAT the financial statements for the months dated November 30th, 2018 and December 31st, 2018, as amended, be approved as presented by the Rainy River District Social Services Administration Board.

CARRIED


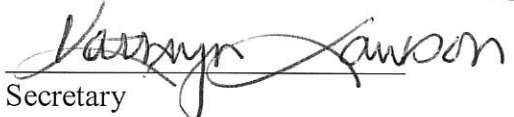
7. Standing Items

- 7.1 Agenda Template.
 The template was reviewed and the structure explained to the new members.

8. Non-agenda Items - None identified.

9. Adjourn / Next Meeting Date - June 20, 2019

The meeting adjourned *sine die* at 12:35 p.m.


 President / Chairperson

 Secretary

Doug Cuthbertson – Chair Northwoods	P	Chamber of Commerce Representative Jennifer Soderholm	P
Ed Gackley Flinthouse	A	RRFDC – Geoff Gillon	P
Shelley Wepruk Secretary	P	Doug Judson – Town Councilor Town of Fort Frances	P
Pam Williams (Guest) 4 Your Pets	P	Jennifer Horton Curvey Chick	P
Scott Krinke-Turvey (Guest) Inkspotz	P		
Katie Trimble B93	P		
Pat Gartshore Gartch's International Pub	P		
Natalie Donaldson Betrys	A		
Blair Anderson Betty's (Guest)	P		



1. Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:05 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Blair Anderson.

2. Approval of Minutes

B.I.A Board of Management Meeting –12 June, 2019

Copies of the minutes from the 8 May, 2019 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Katie Trimble/Pat Gartshore
TO accept the minutes presented of 8 May, 2019
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 – Pat Gartshore/Pam Williams
TO accept the total payable for June, 2019 in the amount of \$2555.79
No against or abstentions
CARRIED

Board of Management Meeting –12 June 2019

Page 1 of 3

4. New Business

1. New Policy

5. Additions to Agenda

1. New Policy

6. Business Arising from the Minutes

Finance and Administration Committee

1. Pam Williams reported that we are still running a surplus.

Promotions Committee

1. Scott put forth a motion to be in charge of our advertising. There was no seconder therefore the issue is considered closed.
2. Scott Street Celebrations will be held on 11 July, 2019
3. Market will still go that day on Scott Street.
4. Will be a full day from morning until late night at the Market Square.

Maintenance Committee

1. Street Closure: Awaiting one more approval from one of town committees concerned.
2. Baskets are good to go and will be put up next week.

Chamber of Commerce

1. Working on Quest for the Best. Now accepting registrations.
2. They are doing a commercial for Bass Tournament. It will be aired on fishing shows also. There are still some spots left.

New Committee

1. There was a complaint from a member regarding negative comments made about downtown from a town representative. We need to refocus our comments re downtown and express only positive thoughts eg.: police presence, etc. and not the problems.

Social Media

1. Talk positive thoughts not negative

8. New Business

1. Scott wanted to know why suddenly there was a new policy in place regarding agenda being sent out before the meeting. It was explained by both Shelley and Doug Judson that this was to give members time to think about the issues that would be discussed and decide if they had any input for said discussions. It also gave members the

Board of Management Meeting –12 June 2019

Page 2 of 3

opportunity to make sure that if they had an issue that they wanted to discuss that it would be discussed at the meeting. Secondly, it is in the by-laws regarding government (municipal, provincial or federal) meetings.

2. The next meeting for police and involved parties is 26 June, 2019 @ 1 pm.

Old Business

1. MAT advisory meeting was held for the first time last night. (Room Tax)
2. Shelley spoke to board member(s) about the Code of Conduct and that violations will not be tolerated.

Setting of Next Board Meeting

Motion # 4 Pat Gartshore

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 10 July, 2019 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East. This will be our AGM.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Meeting closed at 9:05 am.

TOWN OF FORT FRANCESMINUTESSESSION NO. #12June 17, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on June 17, 2019 from 8:00 p.m. to 8:50 p.m.

PRESENT: D. Judson - Chairperson, W. Brunetta - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, L. Slomke, Clerk, P. Briere, Committee Secretary

1. **Call to Order - 0800am**
Session #12
2. **Disclosure of pecuniary interest and the general nature thereof**
None.
3. **Approval of Previous Committee Minutes**
 - 3.1 Approval of Previous Meeting Minutes.
- Approved as presented.
MOVED: W. Brunetta
SECONDED: J. Caul
CARRIED
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
None.
5. **In-Camera**
None.
6. **Items Referred from Council**
None.
7. **New Business**
 - 7.1 Planning & Development Executive Committee - Change Meeting Time (8:00am to 8:30am).
- Request from Committee Members. - The Committee briefly discussed this item and is recommending to change the time to 8:30am for the time being to ensure that the time change does not impact the other Committee Meetings.
8. **Outstanding Items**
 - 8.1 Letter from D. Dickson re: 556 Webster Avenue - Garage Request.
- Item referred to a future meeting as Administration is gathering information regarding this request.- Mr. Dickson in attendance to discuss his request with the Committee. An overview of the item/update was provided and than Mr. Dickson explained his plan to the Committee. Administration is continuing to work on this item and will bring a decision back to PDEC at a future meeting.
 - 8.2 Letter from D. Cuthbertson re: Scott Street Concerns.
- Ongoing. Updates will be provided as information becomes available.- A brief discussion was had on this item and an update from the BIA was provided thanking everyone for their efforts and time working on this item.

- 8.3 Sleepy Owl - Draft Land Use Agreement for Billboard Sign.
- An overview of this item was discussed with the Committee. A couple of changes will be made to the agreement. The Planning & Development Executive Committee is recommending to approve the agreement with the changes discussed regarding health & safety, fees changed and liability (WSIB).

9. **Information**

None.

10. **Non-agenda Items**

None.

11. **Adjourn / Next Meeting Date - 0819am**

Tuesday July 2nd, 2019.


Executive Committee Chair


Acting Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #012June 17, 2019

This meeting of the **Community Services Executive Committee** of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on June 17, 2019 from 10:30 a.m. to 11:21 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Doug Brown - CAO, Jason Kabel - Community Services Division Manager

ALSO PRESENT: Melissa Belluz, Leana Moffitt

1 CALL TO ORDER (Session #012)

The meeting was called to order by A. Hallikas, Chairman at 10:32 a.m.

2 APPROVAL OF AGENDA (Call for Non-Agenda Items)

- Approved without revision.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- R. Wiedenhoeft declared a conflict of interest with item 7.1 - his son is an employee of the town.

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - June 3, 2019 - **Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

- NIL

6 NEW BUSINESS

6.1 Community Museum Operating Grant - The Community Services Executive Committee recommends to Mayor and Council to authorize the submission of the 2019 Community Museum Operating Grant to the Ministry of Tourism, Culture, and Sport by Museum Curator, Sherry George and also to authorize appropriate execution of the grant application on behalf of the Town.

6.2 Diabetes Bin Indemnification - The Community Services Executive Committee recommends to Mayor & Council to support:

1. A Request that the existing Diabetes Bin located on the property South of the Library parking lot be removed as soon as possible due to liability & precedent

concerns.

2. Endorse administration to develop a policy before the end of 2019 that outlines the placement of 3rd party assets being located on Town property and Town right of ways.

- 6.3 Age Friendly Committee Partnership Request - The Community Services Executive Committee recommends to Mayor and Council to sanction a partnership with local organizations as the identified organization on the Seniors Community Grant Program (Ministry For Seniors And Accessibility, Ontario) for up to \$25,000 and assist with other aspects of the project as stipulated.

7 IN-CAMERA

IN 10:40 am, OUT 11:07 am

- 7.1 Staff Discounts - The Community Services Executive Committee recommends to Mayor and Council to sanction:
 1. Complimentary fitness centre access for Pool & Fitness staff, including the MSC front desk Receptionist and Program Director positions.
 2. A discount of 25% for all other Town staff.
 3. Policy development outlining the noted discounts.

8 NON-AGENDA ITEMS

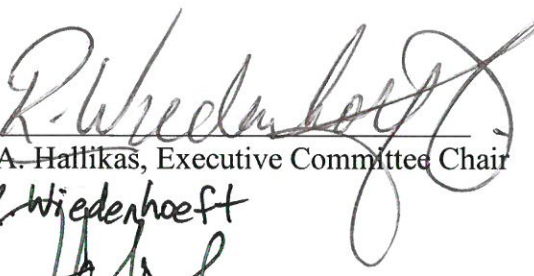
- NIL

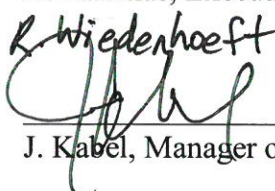
9 INFORMATION

- 9.1 Next Meeting Date - Tuesday, July 2, 2019

10 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 11:21 am.


 A. Hallikas, Executive Committee Chair


 J. Kabel, Manager of Community Services

TOWN OF FORT FRANCES

MINUTES

COMMITTEE OF
ADJUSTMENT

June 26, 2019

The meeting of Committee of Adjustment of the Town of Fort Frances was held in the Civic Centre - Committee Room on June 26, 2019 from 5:30 p.m. to 6:04 p.m.

PRESENT: Gary Rogozinski, Chairperson, Donald Taylor, Barry Jackson, Cindy Mason, Charleen Mallory and Don Eldridge.

ALSO PRESENT: Sarah McComb (1028 Williams Avenue), Murry Snider (406 Williams Avenue), Elizabeth (Lisa) Slomke, Clerk / Interim Municipal Planner

1. **Call to Order at 5:30 p.m.**
2. **Non-agenda items**
3. **Declarations, Municipal Conflict of Interest Act**
Barry Jackson declared a conflict with item 5.2 as the owners of 1028 Williams Avenue are his clients.
4. **Minutes of Previous Meetings**

4.1 April 30, 2019 - approved as presented.
Moved by Charleen Mallory, Seconded by Barry Jackson.
5. **Committee Applications**

5.1 **A2-2019** An application for Special Permission for Minor Variance at 406 Williams Avenue Fort Frances ON. Permission to encroach side lot line closer than 1.5m for an accessory building.
-Murry Snider explained his project to the Committee and answered questions. The Committee agreed to permit a reduction in the side lot encroachment to 1m.

5.2 **A3-2019** An application for Special Permission for Minor Variance at 1028 Williams Avenue Fort Frances ON. Permission to encroach rear lot line, interior side lot line and maximum building height for an accessory building.
-Sarah McComb explained her project to the Committee and answered questions. The Committee agreed to reduce the rear and side lot encroachment to 3'. Further the Committee agreed to increase the maximum height of the garage to 6m, with additional conditions related to eavestrough and roof slope pitching east/west.
6. **Other Business - None.**
7. **Outstanding Items - None.**
8. **Meeting Close at 6:04 p.m.**

Chair, Committee of Adjustment

E. Slomke, Town Clerk / Interim Municipal Planner

TOWN OF FORT FRANCESMINUTESSESSION NO. # 14July 2, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on July 2, 2019 from Noon to 12:36 p.m.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC (Noon to 12:02 p.m.), K. Lawson, Deputy Clerk

REGRETS: Councillor A. Hallikas

1. **Call to Order - 12:04 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - none identified**
3. **Disclosure of pecuniary interest and the general nature thereof - none identified**

4. **Approval of Previous Committee Minutes**

4.1 Session No. 13 dated June 18, 2019.

Judson-Caul: Approved as presented.

CARRIED

5. **In-Camera - no items identified**

6. **Items Referred from Council**

6.1 Rainy River Vet Services Committee.
- committee directed that an invitation be extended to Ms. Bliss and/or alternate to attend the next regular executive committee meeting to provide additional information respecting this funding request.

6.2 Rendez-Vous Water and Sewer Charges.
- committee recommended a refund in the amount of \$9,444.51 on the Rendezvous Water and Sewer accounts for the period May-June 2017 and July-August 2017.

7. **New Business**

7.1 Request for Reconsideration - Minutes of Settlement (M.O.S.) re: 306 Kerr Place (2019)

Roll # 5912-010-006-00504-0000

- committee requested additional information. This item will be deferred to the next regular meeting.

- 7.2 Appeal Minutes of Settlement re: 1112 Kings Highway (2013-2016) Roll # 5912-010-006-00900-0000.
- committee recommended receiving the information for the Appeal Minutes of Settlement for 1112 Kings Highway for the 2013, 2014, 2015 and 2016 taxation years.
- 7.3 Appeal Minutes of Settlement re: 110 First Street East (2017-2019) Roll # 5912-020-008-00200-0000.
- committee recommended receiving the information for the Appeal Minutes of Settlement for 110 First Street East for the 2017, 2018 and 2019 taxation years.
- 7.4 Appeal Minutes of Settlement re: 427 Mowat Avenue (2017-2019) Roll # 5912-020-007-11200-0000.
- committee recommended receiving the information for the Appeal Minutes of Settlement for 427 Mowat Avenue for the 2017, 2018 and 2019 taxation years.

8. Non-agenda Items - no items identified

9. Information

- 9.1 Fire and Rescue Service - May 2019 Report.
- received as information.
- 9.2 Town of Fort Frances General Fund (Operating) Summary for the Five Months Ending Friday May 31, 2019.
- received as information.
- 9.3 Town of Fort Frances Water and Sewer Fund (Operating) Summary for the First Five Months Ending May 31, 2019. - received as information.

10. Adjourn 12:36 p.m. / Next Meeting Date - August 6, 2019


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #011July 3, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 3, 2019 from 8:30 a.m. to 8:45 a.m.

PRESENT: Chairperson R. Wiedenhoeft, John McTaggart, Mike Behan, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor June Caul

1 Call to Order

1.1 The meeting was called to order at 8:31 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on June 19th, 2019 - the minutes were approved as circulated

4 Non-agenda Items

4.1 None

5 New Business

5.1 Emergency Capital Replacement of Roof Membrane over Ice for Kids Ice Plant - the administration report was forward to Council as information.

5.2 Request to Utilize the railing from the Rainy Lake Hotel - TBT Engineering - the administration report was approved as presented.

6 Information

6.1 Tonnage at the Landfill Site - updated June 27, 2019 - the landfill statistics were forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

7.1 The meeting adjourned at 8:45 a.m.

Next meeting August 7, 2019



Executive Committee Chair



T. Rob, Manager of Operations & Facilities