

# TOWN OF FORT FRANCES

## AGENDA - May 9, 2016

### MEETING - Council Chambers , Civic Centre

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**1. COUNCIL MEETING**

(Session No. 038) 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 Fight the Blight Project Update (P. Briere & A. Byrnes, By-law Enforcement Officers)

2.2 2016 Budget Presentation (L. Witherspoon, Treasurer)

**3. Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Letter received May 3, 2016 from J. Gladu re: Request for Bench 5  
- will be referred to the Operations & Facilities Executive Committee for recommendation

3.3 Letter dated May 2, 2016 from G. Rogozinski, Chair, Economic 6  
Development Advisory Committee re: Parking Meters  
- will be referred to the Planning & Development Executive Committee as support for project

3.4 Letter dated April 25, 2016 from A. Barr, Executive Director, 7  
Community Living Fort Frances and District re: Proclamation Request  
- will be advised of Council's proclamation

3.5 D. Topatigh, President & CEO, Tbaytel re: Business Opportunity 8  
- will be referred to the Fort Frances Power Corporation

**4. Approval of Council Minutes: \***

4.1 Session 037, April 25, 2016

**5. Approval of Committee of the Whole Minutes: \***

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5.1 Session No. 057, April 25, 2016	
<b>6. <u>Resolutions from tonight's Committee meeting</u></b>	
<b>7. <u>By-Laws:</u></b>	
7.1 Being a by-law to adopt the estimates of all sums required for all municipal purposes during the year 2016.	9 - 22
7.2 Being a by-law to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for the year 2016.	23 - 27
7.3 Being a by-law to authorize capping parameters for commercial, industrial and multi-residential capped property classes and to establish a minimum tax level for certain eligible properties.	28
7.4 Being a by-law to establish a percentage by which tax decreases are limited in 2016 to properties in the Commercial, Industrial and Multi-Residential property classes.	29 - 31
7.5 Being a by-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision (Lots 69, 70 and 71 Plan SM-48, known as 1018 and 1020 First Street East)	32
7.6 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 (Engineering work for Mill Road Overpass)	33 - 77
7.7 Being a by-law to approve an agreement with Cambrian Vacuum Corp. awarded through a tender process (3 Year Sanitary Sewer Cleaning and CCTV Inspection Program)	78 - 84
7.8 Being a by-law to approve an agreement with Ryan Mason Contracting awarded through a tender process (Cladding Replacement, Insulation and Painting at the Civic Centre)	85 - 91
7.9 Being a by-law to approve an agreement with Teleco Landline awarded through a request for proposal process (replacement of Telephone System in 8 Town Facilities)	92
<b>8. <u>New Items:</u></b>	
8.1 Letter dated May 2, 2016 from G. Rogozinski, Chair, Economic Development Advisory Committee re: Lease agreement for Tourism Building (400 Central Avenue)	93
8.2 Letter dated April 28, 2016 from M. Bruyere, Executive Director, Fort Frances Community Clinic Inc. re: Request support for Capital Project	94

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8.3 Letter dated May 5, 2016 from C. Donald, Chairperson for Fun In the Sun Committee re: Request Event deemed Municipally Significant	95
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- AMO Policy Update - Federal Infrastructure Minister Provides Funding Details	101
- Call for Nominations - 2016-2018 AMO Board of Directors	
- Media Relations & Communications Workshop	
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- Township of Clearview	115
- Town of Prescott	
- Township of South Stormont	
- Township of Edwardsburgh / Cardinal	
9.3 Email from L. Harbers, Dir. of Corporate Services / Clerk, Township of South Stormont re: resolution of support for natural gas services	116 - 117
9.4 Email from D. Alexander, Mayor's Secretary, Township of Champlain re: Green Energy Act resolution	118 - 119
9.5 Email from B. Brunt, Director of Corporate Services / Clerk, Municipality of South Dundas re: RED Program	120 - 122
9.6 Rainy River District Municipal Association - Notice of Meeting May 18, 2016 at 7:00 pm at Devlin Community Hall in Devlin, ON	123
9.7 Letter dated April 22, 2016 from M. Adamson, Deputy Minister, Ministry of Tourism, Culture and Sport re: Update on Ontario's Culture Strategy	124 - 125
9.8 Letter dated April 22, 2016 from E. Harding, Assistant Deputy Minister, Municipal Services Division, Ministry of Municipal Affairs and Housing re: Infrastructure for Jobs & Prosperity Act, 2015	126 - 129
9.9 Email from R. Holman, Chair, Rural Ontario Municipal Association (ROMA) re: Stand Along Municipal Conference in January 2017	130
9.10 Rainy River District Social Services Administration Board (RRDSSAB) - Annual General Meeting on Thursday May 19, 2016 at 6:00 pm at La Place Rendezvous	131 - 132
9.11 Northwest Tobacco Control Area Network - 2016 Smoke-Free Champion	133 - 135

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<b>10. <u>Minutes:</u></b>	
10.1 Planning & Development Executive Committee - April 18, 2016	136 - 137
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10.3 Administration & Finance Executive Committee - April 19, 2016	140 - 141
10.4 Operations & Facilities Executive Committee - April 20, 2016	142 - 143
10.5 Rainy Lake Market Square Advisory Committee - March 23, 2016	144
<b>11. <u>Non-agenda Items</u></b>	
<b>12. <u>ADJOURNMENT</u></b>	
<b>13. <u>* Previously distributed to Council</u></b>	
<b>14. <u>** Items can be viewed by contacting the Clerk</u></b>	

Joe Gladu

1251 Warsaw Crescent

Winnipeg, Manitoba R3M 1E9

Mrs. Lisa Slomke,

I am writing to request a bench to be installed in Fort Frances along the Waterfront in memory of my wife. My wife, Annie Gladu (Boon) asked for this in one of her last requests.

The place we were considering is between Crowe Avenue and Mosher Avenue.

I will cover all costs required I understand that I purchase the bench from the Town and the Plaque from Busch's Auto.

The bench will mean a lot to Annie's Family and Friends in the area.

Thank you and please let me know how to proceed.

Sincerely,

Joe Gladu

[jgladu@tri-core.ca](mailto:jgladu@tri-core.ca)

204 791-5680



## ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

May 2<sup>nd</sup>, 2016

Mayor and Council  
Town of Fort Frances

Dear Mayor Avis and Council:

As a result of considerable discussions, at their meeting May 2nd, 2016, the Economic Development Advisory Committee has responded to the matter of parking issues in downtown Fort Frances.

The Economic Development Advisory Committee approved the following resolution for Council consideration:

"THAT the Economic Development Advisory Committee supports the installation of parking meters in the area of Downtown Fort Frances."

Yours very truly,

Economic Development Advisory Committee

A handwritten signature in black ink, appearing to read "Gary Rogozinski". The signature is fluid and cursive, written over the printed name.

Gary Rogozinski, Chair

GR/kl

April 25, 2016

Town of Fort Frances  
Mayor and Council of the Town of Fort Frances  
P.O. Box 38  
Fort Frances, ON P9A 3M5



Dear Mayor and Council of the Town of Fort Frances:

**Re: Proclamation May as "Community Living Month"**

On behalf of Community Living Fort Frances and District, I am requesting that your council proclaim May as "Community Living Month".

You may be aware of the services Community Living Fort Frances and District provides in the Rainy River District. If not, I have enclosed 2 brochures with general information on the services we provide.

Community Living Fort Frances and District provides support to intellectual or developmental disabled individuals who require support to be able to participate in community life and live as independently as possible.

Community Living Fort Frances and District provides a range of services including residential, employment, recreational and educational supports to intellectual disabled individuals throughout the Rainy River District.

During the month of May we will be celebrating our achievements and request your support for people in your community with an intellectual or developmental disability.

Thank you.

Sincerely,

Alanna J. Barr  
Executive Director  
AJB/wd

*Mission Statement*

*To ensure that all people live in a state of dignity, sharing & participating in all elements of living in the community.*

**Administration Office**  
340 Scott Street  
Fort Frances, ON  
P9A 3M5

**24 Hour Care Supports**  
145 Hudson Drive  
Fort Frances, ON  
P9A 3P7  
807-274-2427  
807-274-9678

**Community Support Services**  
336 Scott Street  
Fort Frances, ON  
P9A 1G9  
807-274-5703

**Employment Supports**  
340 Scott Street  
Fort Frances, ON  
P9A 1G9  
807-274-8727

**Good Impressions**  
342 Scott Street  
Fort Frances, ON  
P9A 1G9  
807-274-3233  
giprint@jam21.net

**Transitional Services**  
525 Mowat Avenue  
Fort Frances, ON  
P9A 1Z1  
807-274-5556



1046 Lithium Drive, Thunder Bay, ON P7B 6G3  
[www.tbaytel.net](http://www.tbaytel.net)

May 4, 2016

The Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

Mayor Roy Avis,

It was my pleasure to meet with your Deputy Mayor Wendy Brunetta and Councillor Paul Ryan last week during the NOMA Annual meetings.

As we discussed during our meeting Tbaytel has had a long standing relationship with The Town of Fort Frances and consider ourselves good corporate citizens in providing wireless services for years to your surrounding area.

It is with this in mind that I would like to arrange a meeting with yourself and your CAO, Mr. Mark McCaig to discuss the potential for a mutually beneficial proprietary business opportunity. We can make ourselves available to accommodate your schedule and I would ask you to contact my Executive Assistant Karen Guzzi at 807 684 2120 to schedule a meeting in the later part of May.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Topatigh".

Dan Topatigh,  
President & CEO  
Tbaytel

cc: Mark McCaig, CAO  
Town of Fort Frances

TOWN OF FORT FRANCESBY-LAW NO. 19/16

(Being a By-Law to adopt the estimates of all sums required for all municipal purposes during the year 2016).

WHEREAS Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year, amounts required to be raised for sinking funds and amounts required for any board, commission or other body.

AND WHEREAS on April 4, 2016, Council consented to the 2016 budget being brought forward in by-law form for consideration;

AND WHEREAS, notice was advertised pursuant to By-Law No. 64/02 (the Notice By-Law) that a by-law to approve the 2016 budget would be considered at May 9, 2016 Council meeting.

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

1. That Schedule "A" attached hereto and forming part of this by-law setting out the estimates of all revenues to be received by the Municipality during the year 2016 and all estimates of expenditures to be made for municipal purposes during the year 2016 is hereby adopted.

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of May, 2016.

—

R. Avis, Mayor

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E. Slomke, Clerk

## 2016 Budget Summary

### By-Law No. 19/16 - Schedule "A"

<u>General Division</u>	<b>Revenue</b>	<b>Expenditure</b>	<b>Budget Deficit</b>
Corporate	(\$16,357,056)	\$7,306,030	(\$9,051,026)
Administration & Finance	(\$608,121)	\$1,369,392	\$761,271
Emergency Services	(\$125,243)	\$3,404,743	\$3,279,500
Community Services	(\$2,460,521)	\$4,166,604	\$1,706,083
Operations & Facilities	(\$1,878,595)	\$4,783,930	\$2,905,335
Planning & Development	(\$174,984)	\$573,821	\$398,837
	<b>(\$21,604,520)</b>	<b>\$21,604,520</b>	<b>(\$0)</b>
Capital Budget	<b>(\$12,164,941)</b>	<b>\$12,164,941</b>	<b>\$0</b>
Note: Capital Revenue Includes Long-Term Debt of \$528,278			
Water Operating Budget	(\$2,681,685)	\$2,681,685	\$0
Sewer Operating Budget	(\$2,430,115)	\$2,430,115	\$0
	<b>(\$5,111,800)</b>	<b>\$5,111,800</b>	<b>\$0</b>
	<b>(\$38,881,261)</b>	<b>\$38,881,261</b>	<b>(\$0)</b>

## 2016 CAPITAL BUDGET

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	General Revenue Fund/In-Kind Contribution	Long-Term Debt
<b>GENERAL GOVERNMENT</b>											
Financial Software (Windows Version)	P	75,000					75,000				0
iCompass Computers/iPads	P	10,000					10,000				
Computer Upgrades/Server	P	25,000					25,000				0
<b>TOTAL GENERAL GOVERNMENT</b>		<b>110,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>110,000</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>CORPORATE HONEYWELL IMPROVEMENTS PROJECT</b>											
Museum Controls	P	17,855					17,855				0
<b>TOTAL CORPORATE HONEYWELL IMPROVEMENTS</b>		<b>17,855</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,855</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>PROTECTION</b>											
<i>Fire</i>											
GIS Capital Update	P	1,525					1,525				
SCBA & Air Cylinders	P	3,900					3,900				0
Fire Truck Replacement (Suburban)	P	32,000					32,000				0
Fire Hose Replacement	P	3,000					3,000				0
		40,425	0	0	0	0	40,425	0	0	0	0
<i>Police Services Board</i>											
2 - Permanent Speed Signs	P	10,000					10,000				0
<b>TOTAL PROTECTION</b>		<b>50,425</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,425</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TRANSPORTATION</b>											
<b>Public Works Buildings/General Misc.</b>											
Flooring Engineering Office, Rear Hallway Locker & Conference Rooms	B	27,405					27,405				0
New Furnace & Air Conditioning Unit	B	10,000					10,000				0
Replace Garage Hoist	P	25,000					25,000				0
Public Works Small Equipment	V/E	8,000					8,000				0
GIS Capital Upgrade	P	2,290					2,290				0
		72,695	0	0	0	0	72,695	0	0		0
<i>Large Equipment &amp; Vehicles</i>											
Street Sweeper (Carryover - Delivery April 1/16)	V/E	316,754					316,754				0
Sidewalk Machine c/w Blower Attachment (Carryover - Delivery Feb 1/16)	V/E	156,660					156,660				0
Replace 1989 Bobcat with Track c/w Bucket and Landscaping Equipment	V/E	85,000					85,000				
		558,414	0	0	0	0	558,414	0	0	0	0
<i>Roads</i>											
Replace Portage Avenue Storm Sewer Wet Sump Pumps	P	25,000					25,000				0
Phair Ave from 3rd - 6th Streets (200 meters Sanitary Main replacement)	W/S	753,847		165,606				588,241			0
Surface Treatment - Calder Drive		10,000		10,000							
Nelson Street - Storm Sewer	W/S	120,031						120,031			0
											0
<i>Connecting Link</i>											
Colonization Road East from Scott to North of 5th Street	FGT	2,062,859		1,896,046		166,813					0
Kings Hwy 11-71 Reconstruction from west of Wright Ave to east of York - Final Lift of Asphalt & Line Painting (Carryover)	FGT	541,300		235,845		305,455					0
Mill Road Overpass Engineering	P	45,253		40,727			4,526				0
		3,558,290	0	2,348,224	0	472,268	29,526	708,272	0	0	0
<i>Sidewalks</i>											
Phair Ave from 3rd - 6th Streets (395 meters Sanitary Main replacement)		104,036				104,036					0

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	General Revenue Fund/In-Kind Contribution	Long-Term Debt
Interlocking Bricks 200 Block of Scott Street (North & South sides)		300,000				300,000					0
		404,036	0	0	0	404,036	0	0	0	0	0
<b>Streetlight &amp; Traffic Pole Replacement</b>											
Replace 5 Wooden Street Poles	P	8,000					8,000				0
Replace 2 Traffic Light Poles Central Ave & Scott Street	P	8,200					8,200				0
		16,200	0	0	0	0	16,200	0	0	0	0
<b>TOTAL TRANSPORTATION</b>		<b>4,609,635</b>	<b>0</b>	<b>2,348,224</b>	<b>0</b>	<b>876,304</b>	<b>676,835</b>	<b>708,272</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PARKS &amp; CEMETERIES</b>											
<b>Parks</b>											0
Small Equipment Replacement (Mowers & whipper snippers)	V	5,000					5,000				0
4x4 Truck c/w snow plow (V408 3/4 Ton Truck replacement & 1997 Plow)	V/E	49,000					49,000				0
<b>Cemeteries</b>											0
2 - John Deere X360 Lawn Tractors (Trade-in 2 x 360 lawnmowers)	C	12,944			4,000		8,944				0
<b>TOTAL PARKS &amp; CEMETERIES</b>		<b>66,944</b>	<b>0</b>	<b>0</b>	<b>4,000</b>	<b>0</b>	<b>62,944</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>AIRPORT</b>											
Groundwater Well & Treatment System	P	60,000					60,000				0
<b>TOTAL AIRPORT</b>		<b>60,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>WASTE MANAGEMENT SYSTEM</b>											
Transfer Station - 6' Concrete Pad Extension & Surveillance system	P	13,255					13,255				0
<b>TOTAL WASTE MANAGEMENT SYSTEM</b>		<b>13,255</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13,255</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ENVIRONMENT</b>											
<b>Sanitary Sewer - Collection System</b>											
Sanitary Sewer Tools & Equipment		12,000							12,000		0
GIS Capital Upgrades		2,290							2,290		0
Refurbishing Sanitary Manholes		50,000							50,000		0
Design for Infrastructure Renewal Project for 2017 Construction Work		37,500							37,500		0
Colonization Road East from Scott to North of 5th Street		85,863							85,863		0
Phair Ave from 3rd - 6th Streets (395 meters Sanitary Main replacement)		435,188							435,188		0
		622,841	0	0	0	0	0	0	622,841	0	0
<b>Sewage Treatment Plant</b>											
Misc. Capital Upgrades		120,000							120,000		0
Sludge Dewatering Equipment & Misc. Equipment in Head Cells	W/S	2,583,883						2,459,752	124,131		0
Honeywell Improvements at STP including Street lighting		66,256			32,568				33,688		0
		2,770,139	0	0	32,568	0	0	2,459,752	277,819	0	0
<b>Water System</b>											
<b>Water Distribution System</b>											
Miscellaneous Tools/Equipment		12,000							12,000		0
GIS Capital Upgrades		4,580							4,580		0
Replacing Main Line Water Valves/Hydrants		100,000							100,000		0
Design for Infrastructure Renewal Project for 2017 construction work		37,500							37,500		0
Colonization Road East from Scott to North of 5th Street	W/S	646,896						327,130	319,766		0
Phair Ave from 3rd - 6th Streets (395 meters Sanitary Main replacement)		497,124							497,124		0
		1,298,100	0	0	0	0	0	327,130	970,970	0	0
<b>Water Treatment Plant</b>											
Misc. Small Capital Equipment		60,000							60,000		0

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	General Revenue Fund/In-Kind Contribution	Long-Term Debt
		60,000	0	0	0	0	0	0	60,000	0	0
<b>TOTAL ENVIRONMENT</b>		<b>4,751,080</b>	<b>0</b>	<b>0</b>	<b>32,568</b>	<b>0</b>	<b>0</b>	<b>2,786,882</b>	<b>1,931,630</b>	<b>0</b>	<b>0</b>
<b>SOCIAL &amp; FAMILY SERVICES</b>											
<i>Children's Complex</i>					<u>RRDSSAB</u>						
Vent Hood/Air Handling System for hood	V/E	17,000			17,000		35,000				0
Vehicle Replacement (AWD)		35,000									0
		<b>52,000</b>	<b>0</b>	<b>0</b>	<b>17,000</b>	<b>0</b>	<b>35,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Handi-van Transit Services</i>											
Handivan Bus	MGT&V/E	85,000					85,000				0
		<b>85,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>85,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL SOCIAL &amp; FAMILY SERVICES</b>		<b>137,000</b>	<b>0</b>	<b>0</b>	<b>17,000</b>	<b>0</b>	<b>120,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Memorial Sports Centre</i>											
Floor Scrubber	P	8,000					8,000				0
Stage	P	24,000					24,000				0
52 Canadian Rink North Entrance Overhead Door	B	4,500					4,500				0
52 Canadian Rink North Dehumidifier	B	23,000					23,000				0
IFK Rink Compressor Software	P	31,600					31,600				0
Fitness Equipment	P	3,000					3,000				0
MSC Treadmill	P	7,000					7,000				0
Pool Motor & Pump	P	8,300					8,300				0
Door to pool hallway	P	3,000					3,000				0
Asbestos Tile Removal in 52 Canadian Rink	P	5,000					5,000				0
Pool Natural Gas Heater	P	17,000					17,000				0
		<b>134,400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>134,400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Recreation</i>											
Tennis Courts (Carryover)	P	224,000			112,000		112,000				0
Sunny Cove Upgrades- Windows & Doors	P	8,000					8,000				0
		<b>232,000</b>	<b>0</b>	<b>0</b>	<b>112,000</b>	<b>0</b>	<b>120,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>East End Hall</i>											
<b>TOTAL RECREATION &amp; CULTURAL SERVICES</b>		<b>366,400</b>	<b>0</b>	<b>0</b>	<b>112,000</b>	<b>0</b>	<b>254,400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Library</i>											
Computer Upgrades	L/TC	15,000					15,000				0
Maker Space Equipment (Gagne Donation)	L/TC	10,000					10,000				0
Surveillance Upgrade (Gagne Donation)	L/TC	5,000					5,000				0
		<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PLANNING &amp; DEVELOPMENT</b>											
<i>Planning</i>											
GIS Capital	P	2,290					2,290				0
		<b>2,290</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,290</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Civic Centre</i>											0
Phone System Replacement	P	250,000					250,000				0
Air Conditioning in Server Room	P	15,000					15,000				0
Replace Front Walkway/Sidewalk	P	42,000					42,000				0
Painting (Maintenance)	P	10,000					10,000				0

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	General Revenue Fund/In-Kind Contribution	Long-Term Debt
Mag Locks & Access Control - Main Entry	P	10,000					10,000				0
Replace Metal Cladding and Insulation Addition	B	65,000					65,000				0
		392,000	0	0	0	0	392,000	0	0	0	0
Old Rainy Lake Hotel Site Development	P	1,558,057	503,949	781,528	130,000		120,000			22,580	
<b>TOTAL PLANNING &amp; DEVELOPMENT</b>		<b>1,952,347</b>	<b>503,949</b>	<b>781,528</b>	<b>130,000</b>	<b>0</b>	<b>514,290</b>	<b>0</b>	<b>0</b>	<b>22,580</b>	<b>0</b>
		<b>12,164,941</b>	<b>503,949</b>	<b>3,129,752</b>	<b>295,568</b>	<b>876,304</b>	<b>1,910,004</b>	<b>3,495,154</b>	<b>1,931,630</b>	<b>22,580</b>	<b>0</b>
Corporate Building Reserve Fund	B						129,905				
Cemetery	C						8,944				
Federal Gas Tax	FGT					876,304					
Library/Technology Centre	L/TC						30,000				
Handivan MTO Gas tax Reserve Fund	MGT						40,000				
Corporate Projects Reserve Fund	P						1,000,741				
Waterworks & Sanitary Sewer Reserve Fund	W/S							3,495,154			
Corporate Vehicles & Equipment Reserve Fund	V/E						700,414				
							<b>876,304</b>	<b>1,910,004</b>	<b>3,495,154</b>		
							<b>\$6,281,462</b>				

2016 GENERAL FUND OPERATING BUDGET

	2013 OPERATING FORECAST	Actual to December 30/13	2014 OPERATING FORECAST	Actual to December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST
<b>CORPORATE:</b>							
<b>REVENUE</b>							
Municipal Levy	(9,261,625)	(8,700,913.40)	(10,426,685)	(10,226,382.11)	(10,385,667)	(10,358,549.68)	(10,363,129)
School Board Levy	(1,633,157)	(1,491,862.68)	(1,838,831)	(1,713,919.60)	(1,722,287)	(1,708,578.86)	(1,706,841)
Payments-In-Lieu	(775,935)	(781,743.50)	(782,968)	(784,922.13)	(783,913)	(787,523.86)	(782,001)
Contribution From Contingency Reserve Fund	(575,000)	(575,000.00)	0	0.00	0	0.00	0
Sale of Land/Gain on Sale of Land	0		0	(45,500.00)	0	(93,705.34)	0
Other Grant (In-Lieu of taxation)		0.00	0	(933,425.78)	0	0.00	0
One Time Assistance Funding			(559,396)				
Tax Rate Stabilization Reserve Fund Contribution					(448,804)	(448,804)	(242,250)
Surplus from Prior Years	0	0.00	63,205	0.00	0	-	0
OMPF (CRF) Funding	(3,197,300)	(3,197,300.00)	(3,069,500)	(3,069,500.00)	(2,983,600)	(2,983,600.00)	(2,934,100)
	<b>(15,443,017)</b>	<b>(14,746,819.58)</b>	<b>(16,614,175)</b>	<b>(16,773,649.62)</b>	<b>(16,324,271)</b>	<b>(16,380,761.74)</b>	<b>(16,028,321)</b>
<b>EXPENDITURES</b>							
Election	530	114.81	30,000	23,800.96	0	213.70	0
Council	729,350	876,426.49	754,233	341,606.82	762,650	319,859.39	717,598
Contribution to Reserve/Reserve Funds	0	0.00	1,335,000	2,476,914.02	1,375,000	2,350,000.00	1,375,000
Uncontrollable Costs	2,742,413	2,663,947.91	2,607,084	2,511,688.02	2,614,010	2,534,704.88	2,385,801
Economic Development	164,535	140,078.43	164,235	187,431.41	165,485	183,976.37	166,435
Travel Information Centre			0	1,510.16	22,500	(4,060.35)	10,770
Solar Panels	(33,200)	(17,195.31)	(26,750)	(15,637.27)	(26,260)	(24,092.99)	(25,270)
School Board Requisition	1,633,157	1,491,862.68	1,838,831	1,713,919.60	1,722,287	1,708,578.86	1,706,841
Long Term Debt	1,000,520	136,734.01	841,854	151,751.48	697,352	131,216.19	640,120
	<b>6,237,305</b>	<b>5,291,969.02</b>	<b>7,544,487</b>	<b>7,392,985.20</b>	<b>7,333,024</b>	<b>7,200,396.05</b>	<b>6,977,295</b>
<b>Total Corporate</b>	<b>(9,205,712)</b>	<b>(9,454,850.56)</b>	<b>(9,069,688)</b>	<b>(9,380,664.42)</b>	<b>(8,991,247)</b>	<b>(9,180,365.69)</b>	<b>(9,051,026)</b>
<b>ADMINISTRATION &amp; FINANCE:</b>							
Admin. Revenue	(572,560)	(600,044.25)	(581,746)	(625,399.22)	(601,250)	(612,516.07)	(608,121)
Administration Department	453,765	449,147.77	439,778	434,559.26	444,823	504,819.49	473,091
Clerk's Department	175,250	152,857.80	176,858	189,616.75	181,000	188,022.57	186,289
Treasury Department	606,367	606,993.98	588,230	551,868.98	598,974	574,385.98	614,842
FFPC Administration	82,615	87,839.37	92,200	88,863.98	94,185	79,405.64	95,170
<b>Total A &amp; F</b>	<b>745,437</b>	<b>696,794.67</b>	<b>715,320</b>	<b>639,509.75</b>	<b>717,732</b>	<b>734,117.61</b>	<b>761,271</b>
<b>EMERGENCY SERVICES</b>							
Fire Emergency Services	955,451	911,266.45	909,614	879,279.18	921,989	913,587.95	935,762
911 Dispatch Services	17,500	11,073.79	14,500	9,089.42	13,800	10,952.03	13,800
Police Services	2,562,024	2,531,018.81	2,775,466	2,774,280.93	2,510,895	2,611,854.51	2,329,938
<b>Total Emergency Services</b>	<b>3,534,975</b>	<b>3,453,359.05</b>	<b>3,699,580</b>	<b>3,662,649.53</b>	<b>3,446,684</b>	<b>3,536,394.49</b>	<b>3,279,500</b>
<b>COMMUNITY SERVICES:</b>							
Sister Betty Kennedy Centre	29,800	28,733.57	31,660	26,983.22	31,412	31,235.79	34,600
Children's Day Care	66,938	23,708.83	1,688	(322.40)	0	(33,824.75)	6,045
Best Start Hub	(493)	7,932.38	0	(0.00)	0	(0.00)	668
Day Care Resource Centre	0	4,121.12	4,504	322.40	0	926.78	833
Handi Transit Services	100,544	93,280.29	104,133	97,011.50	90,657	97,048.82	90,302
Townshend Theatre	0	(202.83)	1,653	(5,340.50)	0	(6,526.71)	0

2016 GENERAL FUND OPERATING BUDGET

	2013 OPERATING FORECAST	Actual to December 30/13	2014 OPERATING FORECAST	Actual to December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST
Recreation Facilities	528,217	528,689.14	546,571	525,503.82	592,536	574,548.86	627,806
Recreation Programs	103,000	53,768.78	79,370	56,591.01	117,453	80,402.37	111,079
Community Services	134,166	107,400.83	103,097	113,566.72	108,643	114,105.21	132,683
Sunny Cove Camp	0	11,889.78	9,129	15,473.12	15,547	8,146.58	14,327
Public Library	470,160	462,584.77	471,396	471,199.00	485,975	485,975.00	493,191
Museum	121,590	114,215.59	129,798	119,491.48	146,449	136,845.59	146,810
Waterfront (Sorting Gap)	53,550	51,979.24	54,432	50,855.08	55,712	41,150.05	47,739
<b>Total Community Services</b>	<b>1,607,472</b>	<b>1,488,101.49</b>	<b>1,537,431</b>	<b>1,471,334.45</b>	<b>1,644,384</b>	<b>1,530,033.59</b>	<b>1,706,083</b>
<b>OPERATIONS &amp; FACILITIES</b>							
Public Works	622,784	519,923.76	479,762	567,701.24	478,261	629,395.36	542,209
Roads	1,286,862	1,322,911.56	1,261,183	1,063,676.88	1,273,010	1,001,910.10	1,300,136
Sidewalks	97,399	102,553.29	105,569	66,991.69	107,463	75,442.15	107,954
Stores Operations	88,568	83,304.88	84,221	84,789.70	87,566	83,481.17	84,540
Traffic Signal Maint	8,356	6,763.99	7,225	6,582.59	6,861	13,508.44	7,779
Streetlighting Maint	83,750	69,858.19	45,487	51,771.97	47,586	65,286.04	53,317
Waste Management Services	17,480	147,436.98	0	(974.25)	0	(3,558.52)	0
Airport	95,831	122,319.73	126,429	67,372.23	140,983	20,518.52	79,203
Parks & Cemeteries Admin	164,381	157,013.26	158,361	136,585.11	162,487	156,803.49	196,473
Cemeteries	216,039	236,602.53	217,885	267,774.67	270,694	256,320.53	261,656
Parks	300,777	270,110.67	282,357	231,710.76	244,914	253,797.75	272,068
<b>Total Operations and Facilities</b>	<b>2,982,227</b>	<b>3,038,798.84</b>	<b>2,768,479</b>	<b>2,543,982.59</b>	<b>2,819,825</b>	<b>2,552,905.03</b>	<b>2,905,335</b>
<b>PLANNING &amp; DEVELOPMENT</b>							
By-Law Enforcement	136,443	129,659.57	136,799	138,963.20	144,960	166,700.82	152,716
Building Official Department	10,816	10,091.14	47,957	(25,381.69)	52,406	(2,071.99)	59,104
Planning Department	94,552	93,684.07	96,982	147,038.75	98,903	147,164.27	108,623
Civic Centre	93,790	80,755.68	67,140	71,527.72	66,353	73,405.55	78,394
<b>Total Planning and Development</b>	<b>335,601</b>	<b>314,190.46</b>	<b>348,878</b>	<b>332,147.98</b>	<b>362,622</b>	<b>385,198.65</b>	<b>398,837</b>
<b>SUBTOTAL</b>	<b>0</b>	<b>(463,606.05)</b>	<b>0</b>	<b>(731,040.12)</b>	<b>0</b>	<b>(441,716.32)</b>	<b>(0)</b>
YE Auditor's (Capital Fund Adj & Prior Yr Surplus diff.)		1.64					
Landfill Closure Expensed (Adj)							
Less: Amortization							
<b>Year End Sub-Total (Before PSAB Audit Adjustr</b>	<b>0</b>	<b>(463,604.41)</b>	<b>0</b>	<b>(731,040.12)</b>	<b>0</b>	<b>(441,716.32)</b>	<b>(0)</b>
LT Debt Principal Payments		716,899.72		655,606.99		515,767.72	
Closing Transfers to Reserve Funds							
Increase in Landfill Closure Liability		(166,643.67)		(23,359.85)			
Increase in Employee Future Benefits		(7,045.00)		1,089.00			
Cost of Lots sold				(66,111.56)			
Capital - Funded by Operations		(8,246.43)		(1,349.91)			
Opening Surplus from Prior Year		(8,155.05)		63,205.16		(101,960.29)	
<b>OPERATING FORECAST</b>	<b>0</b>	<b>63,205.16</b>	<b>0</b>	<b>(101,960.29)</b>	<b>0</b>	<b>(27,908.89)</b>	<b>(0)</b>

## 2016 SEWER FUND BUDGET

		2013		2014		2015		2016
		OPERATING	Actual to	OPERATING	Actual	OPERATING	Actual to	OPERATING
		FORECAST	December 31/13	FORECAST	December 31/14	FORECAST	December 31/15	FORECAST
ACCOUNT #								
<b>REVENUES</b>								
Private Work Charges	S-410-0330-0595				(203.90)			
ODRAP - Provincial Flood Exp Recovery	S-410-0430-0409				(620,814.81)		(315,158.55)	
Private Work Charges	S-410-0430-0595	(7,500)	(16,641.06)	(10,000)	(16,907.54)	(12,000)	(27,484.28)	(13,000)
New Connection Charges	S-410-0430-0619	(18,000)	(42.04)	(10,000)	(3,727.89)	(7,500)	(20,213.15)	(8,500)
Penalty on Late Payments	S-410-0430-0682	(5,900)	(9,270.95)	(7,000)	(6,521.73)	(7,000)	(7,778.32)	(7,000)
Sewer Service/Disposal	S-410-0430-0760	(2,013,228)	(2,224,881.16)	(2,180,181)	(2,278,630.25)	(2,359,937)	(2,326,102.31)	(2,401,615)
Local Improvements	S-410-0490-0025	(1,735)	(1,735.34)	(1,735)	(1,735.34)			
Expense Recoveries	S-413-0430-0589	(1,955)	(2,002.60)	(1,955)	(2,258.60)		170.68	
<b>Total Revenues</b>		<b>(2,048,318)</b>	<b>(2,254,573.15)</b>	<b>(2,210,871)</b>	<b>(2,930,800.06)</b>	<b>(2,386,437)</b>	<b>(2,696,565.93)</b>	<b>(2,430,115)</b>
<b>EXPENDITURES</b>								
<b>Administration</b>								
Distributed Salaries/Wages	S-410-1101-1110	34,976	38,327.59	45,938	38,130.46	48,700	39,592.43	48,361
Distributed Benefits	S-410-1101-1111	12,546	11,770.21	14,107	11,281.54	17,060	11,530.47	18,573
Allocated Admin	S-410-1200-1221	146,295	146,295.00	149,200	149,200.00	152,184	152,184.00	155,228
Postage, Freight, Courier	S-410-1200-1252	1,000	9,835.99	1,500	12,709.51	11,000	12,223.04	11,220
Legal	S-410-1200-1253	10,000	3,714.13	10,000	18,674.11	10,000	32,982.59	10,000
Memberships	S-410-1200-1260		50.00		386.14			
Write Offs	S-410-1210-4515				3.79			
Debenture - Interest	S-410-1300-1301	33,450	32,364.52	26,154	24,978.73	19,291	18,019.42	11,500
Debenture - Principal	S-410-1300-1311	149,010		96,549		103,444		110,827
Office Supplies	S-410-1400-1410		435.71		240.45		1,538.90	750
Taxes	S-410-1400-1425	3,307	3,637.03	3,746	4,048.66	4,170	4,410.77	4,543
Stores Charge	S-410-1400-1433	8,700	8,700.00	8,700	8,700.00	8,700	8,700.00	8,700
Annual Software Support	S-410-1500-1501		1,008.01		1,403.71	1,500		1,500
Computer Maintenance (H & S)	S-410-1500-1502				1,040.02	1,100	2,526.68	1,100
GIS Material	S-410-1500-1507	6,818	3,697.60	6,469	3,509.30	5,825	4,890.05	5,800
Contracted Works	S-410-1500-1523	1,000		1,000		1,000	15,114.11	1,000
Conferences & Courses	S-410-1500-1531	4,000	75.00	4,000	75.00	4,000	330.00	4,000
Insurance	S-410-1500-1580	29,606	29,451.97	30,154	30,172.95	31,776	30,635.73	26,213
Insurance Deductible	S-410-1500-1581	10,000	2,236.22	10,000	5,197.93	10,000	2,153.43	10,000
Advertising & Public Notices	S-410-1500-1591	500		500		500		500
Contributions to Capital	S-410-1510-5350	592,349	476,873.14	722,909	587,450.92	901,311	886,221.87	900,660
Contribution to Reserve Funds	S-410-1620-5390		243,840.45	17,496	17,496.00			
Contribution to Reserve Funds (Yr End)	S-410-1620-5390				279,327.08		62,609.69	
Inventory Adjustments	S-410-1700-2505		65.91		251.82		22.34	
		<b>1,043,557</b>	<b>1,012,378.48</b>	<b>1,148,422</b>	<b>1,194,278.12</b>	<b>1,331,561</b>	<b>1,285,685.52</b>	<b>1,330,475</b>

**Sewer Mains**

## 2016 SEWER FUND BUDGET

		2013		2014		2015		2016
	ACCOUNT #	OPERATING FORECAST	Actual to December 31/13	OPERATING FORECAST	Actual December 31/14	OPERATING FORECAST	Actual to December 31/15	OPERATING FORECAST
Distributed Salaries/Wages	S-410-1411-1110	55,000	48,245.66	50,000	50,388.42	50,000	45,771.03	50,000
Distributed Benefits	S-410-1411-1111	17,672	15,554.07	16,120	16,388.43	16,138	14,946.94	16,243
Materials	S-410-1411-1471	10,000	20,057.97	15,000	10,949.93	12,000	8,408.93	12,000
Contracted Service	S-410-1411-1523	88,015	172,531.12	147,015	61,097.45	125,000	62,174.29	125,000
Equipment Rentals - Own	S-410-1411-1540	36,000	38,922.13	36,000	31,765.72	36,000	45,156.89	36,000
		<b>206,687</b>	<b>295,310.95</b>	<b>264,135</b>	<b>170,589.95</b>	<b>239,138</b>	<b>176,458.08</b>	<b>239,243</b>
<b>Service Connections</b>								
Equipment IFT	S-410-1412-1092							
Distributed Salaries/Wages	S-410-1412-1110	48,200	51,062.88	50,000	52,238.75	55,000	43,338.76	55,000
Distributed Benefits	S-410-1412-1111	14,804	16,035.98	15,702	16,419.41	17,013	13,430.87	16,650
Materials	S-410-1412-1471	10,000	7,261.35	10,000	5,801.71	10,000	6,281.70	7,500
Contracted Services	S-410-1412-1523	15,000	7,822.36	15,000	21,708.88	18,000	1,488.35	18,000
Equipment Rentals - Own	S-410-1412-1540	16,000	13,626.14	15,000	13,107.10	15,000	12,186.71	15,000
		<b>104,004</b>	<b>95,808.71</b>	<b>105,702</b>	<b>109,275.85</b>	<b>115,013</b>	<b>76,726.39</b>	<b>112,150</b>
<b>Manholes</b>								
Distributed Salaries/Wages	S-410-1414-1110		203.41					0
Distributed Benefits	S-410-1414-1111		67.13					0
Equipment Rentals - Own	S-410-1414-1540		25.00					0
		<b>0</b>	<b>295.54</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>00.00</b>	<b>0</b>
<b>Emergency Measures</b>								
Distributed Salaries/Wages	S-410-1420-1110				90,506.94		36,130.67	
Distributed Benefits	S-410-1420-1111				21,228.25		9,861.37	
Materials	S-410-1420-1471				421,399.79		23,191.14	
Contracted Services	S-410-1420-1523				104,998.17		238,031.55	
Equipment Rentals - Own	S-410-1420-1540				14,143.76		4,420.34	
					<b>652,276.91</b>		<b>311,635.07</b>	
<b>Sewage Treatment Plant</b>								
Distributed Salaries/Wages	S-413-1101-1110	1,500	231.48	1,500	1,412.21	1,500	2,246.21	1,500
Distributed Benefits	S-413-1101-1111	495	76.40	495	466.04	495	741.23	495
Equipment Rentals - Own	S-413-1101-1540	500	273.70	500	323.93	500	1,004.65	500
Natural Gas	S-413-1400-1416	24,857	20,608.06	22,000	20,695.13	22,600	19,279.64	22,600
Electrical Power	S-413-1400-1420	116,560	133,183.33	116,560	140,527.00	112,077	157,477.87	157,034
Grit Landfill Tipping Fees	S-413-1400-1424	1,200	1,430.00	1,500	1,694.00	1,700	1,166.00	2,568
Taxes	S-413-1400-1425	36,213	35,919.15	36,997	36,533.77	37,630	36,742.91	37,845
Materials	S-413-1400-1471	4,000	3,930.79	4,000	4,008.46	3,000	2,224.48	1,500
Contracted Works - AWA/OCWA	S-413-1500-1523	508,745	506,117.52	509,060	502,169.83	521,223	521,733.63	524,205
		<b>694,070</b>	<b>701,770.43</b>	<b>692,612</b>	<b>707,830.37</b>	<b>700,725</b>	<b>742,616.62</b>	<b>748,247</b>
<b>Total Expenditures</b>		<b>2,048,318</b>	<b>2,105,564.11</b>	<b>2,210,871</b>	<b>2,834,251.20</b>	<b>2,386,437</b>	<b>2,593,121.68</b>	<b>2,430,115</b>

## 2016 SEWER FUND BUDGET

ACCOUNT #	2013 OPERATING FORECAST	Actual to December 31/13	2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST
<b>TOTAL SEWER FUND (Surplus)/Deficit</b>	<b>0</b>	<b>(149,009.04)</b>	<b>0</b>	<b>(96,548.86)</b>	<b>0</b>	<b>-103,444.25</b>	<b>0</b>
<b>Sub-total</b>		<b>(149,009.04)</b>	<b>0</b>	<b>(96,548.86)</b>	<b>0</b>	<b>(103,444.25)</b>	<b>0</b>
<b>Non-TCA Capital Expense</b>							
Long Term Debt Principal Payments		149,009.04		96,548.86		103,444.25	
Opening (Surplus)/Deficit							
<b>Adjusted Year End (Surplus)/Deficit</b>		<b>0.00</b>		<b>0.00</b>		<b>00.00</b>	

# 2016 WATER FUND BUDGET

ACCOUNT #	2013 OPERATING FORECAST	Actual to December 31/13	2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST
<b>REVENUE</b>							
Expense Recovery	W-961-0330-0589	(835.48)					
Rents & Leases	W-961-0330-0592	(5,651)	(10,042.01)	(9,000)	(8,994.39)	(9,276)	(9,277.20)
Private Work Charges	W-961-0330-0595						(721.93)
Sale of Rain Barrels	W-961-0330-0782	(325)	(276.95)	(325)	(172.56)	(260)	(230.08)
Private Work Charges	W-961-0430-0595	(7,000)	(14,488.65)	(8,000)	(21,967.51)	(10,000)	(21,138.46)
Reconnect Charges	W-961-0430-0618	(1,200)	(1,310.21)	(1,200)	(1,804.50)	(1,300)	(494.00)
New Connection Charges	W-961-0430-0619	(7,500)	(42.04)	(7,500)	(2,750.12)	(7,500)	(15,436.91)
Late Payment Charges	W-961-0430-0682	(6,500)	(10,348.93)	(7,000)	(7,663.26)	(7,500)	(8,100.53)
Sale of Water	W-961-0430-0685	(2,320,765)	(2,558,671.98)	(2,493,158)	(2,618,013.50)	(2,522,892)	(2,508,047.13)
Special Water Rates	W-961-0430-0687		(67.20)		(2,473.51)		(16,505.30)
Sale of Water Meters/Backflow Prevention	W-961-0430-0943	(10,000)	(29,681.28)	(5,000)	(536.70)	(5,000)	(2,231.65)
Water Meter Replacement	W-961-0430-0946	(19,533)	(18,725.70)	(19,533)	(18,523.90)	(19,533)	(17,981.71)
Private Works Charges - HST Exempt at POS	W-961-0530-0595					0	(639.74)
		<b>(2,378,474)</b>	<b>(2,644,490.43)</b>	<b>(2,550,716)</b>	<b>(2,682,899.95)</b>	<b>(2,583,261)</b>	<b>(2,600,804.64)</b>
<b>Water Works General</b>							
<b>EXPENDITURES</b>							
<b>Administration</b>							
Distributed Salaries/Wages	W-961-1101-1110	54,010	60,039.38	(288,635)	(318,969.27)	(304,180)	(308,227.53)
Distributed Benefits	W-961-1101-1111	19,660	18,565.28	(89,251)	(102,252.02)	(96,597)	(98,734.40)
Overtime & Lieu Time	W-961-1101-1113		106.88	11,538	45,108.05	20,000	32,382.17
Paid Leave	W-961-1101-1114			10,299	34,903.00	6,715	32,601.70
Vac, Floaters, Stats, Holidays	W-961-1101-1115		8,329.38	64,153	61,349.55	66,580	60,879.24
Salaries/Wages	W-961-1101-1120		1,542.18	349,399	305,865.80	363,888	330,567.66
Disability ST/LTD	W-961-1101-1121			14,800	13,829.58	15,761	13,527.60
WSIB	W-961-1101-1122			5,812	5,003.74	5,893	5,250.93
Canada Pension Plan	W-961-1101-1123			17,311	15,669.14	17,309	17,497.89
Employment Insurance	W-961-1101-1124			8,079	7,223.61	8,123	8,168.35
Dental, Vision, Extended Health	W-961-1101-1125			28,372	25,167.46	27,976	28,419.86
OMERS	W-961-1101-1126			41,789	41,307.00	43,188	42,997.46
Life Insurance	W-961-1101-1127			2,526	2,221.32	2,439	2,229.99
Employer Health Tax	W-961-1101-1129			8,636	8,904.42	8,792	8,993.06
Summer Staff & Part-time Staff	W-961-1101-1130			10,417	10,490.08	10,624	10,504.00
Staff Adjustments	W-961-1101-						68,857
Accounting/Allocated Admin	W-961-1200-1221	184,585	184,585.00	188,300	188,300.00	192,066	192,066.00
Communications	W-961-1200-1251	1,400	1,829.07	1,500	2,609.32	1,500	2,499.16
Postage, Freight, Courier	W-961-1200-1252	12,500	10,043.40	12,500	12,799.15	11,000	11,999.06
Legal	W-961-1200-1253	5,000	3,700.89	5,000	3,281.54	5,000	32,145.21
Memberships	W-961-1200-1260	1,200	1,056.31	1,200	721.63	1,200	726.05
Write-Offs	W-961-1210-4515	2,000		2,000	3.56	2,000	31.43
Office Supplies	W-961-1400-1410	200	689.92	200	727.77	500	2,438.23

# 2016 WATER FUND BUDGET

		2013	Actual to	2014	Actual	2015	Actual to	2016
		OPERATING	December 31/13	OPERATING	December 31/14	OPERATING	December 31/15	OPERATING
		FORECAST		FORECAST		FORECAST		FORECAST
ACCOUNT #								
Stores Charge	W-961-1400-1433	10,300	10,300.00	10,300	10,300.00	10,300	10,300.00	10,300
Rain Barrel Expenses	W-961-1400-1443	325	323.82	325	107.94	325	161.91	244
Annual Software Support	W-961-1500-1501		1,008.01		1,403.71	1,404		1,404
Computer Maintenance (H&S)	W-961-1500-1502				1,040.02	1,040	2,526.67	1,040
Custom Software Charges	W-961-1500-1503		3,663.37		915.84	916		1,000
GIS Material	W-961-1500-1507	13,636	7,490.63	12,939	7,068.31	11,652	9,947.40	11,601
Contracted Services (Lead Test Coupons/Accreditation)	W-961-1500-1523				320.54		1,352.56	1,000
Conference & Courses	W-961-1500-1531	20,000	16,173.75	20,000	8,894.61	20,000	13,797.54	20,000
Insurance	W-961-1500-1580	36,482	36,639.79	39,263	39,055.60	39,973	38,366.14	31,966
Insurance Deductible	W-961-1500-1581	10,000		10,000		10,000		10,000
Advertising & Public Notices	W-961-1500-1591	500	201.49	500	241.34	500	506.15	500
Contribution to Capital Fund	W-961-1510-5350	984,160	859,190.66	888,173	499,782.22	1,027,867	1,027,867.00	1,030,970
Contribution to Reserve Fund	W-961-1620-5390	19,533	18,725.70	19,533	18,523.90	19,533	17,981.71	17,981
Contribution to Reserve Fund	W-961-1620-5390		482,418.60	202,244	482,691.92		62,136.25	
Inventory Adjustments	W-961-1700-2505		92.23		(833.13)		620.61	
		<b>1,375,491</b>	<b>1,726,715.74</b>	<b>1,609,222</b>	<b>1,433,777.25</b>	<b>1,553,287</b>	<b>1,614,527.06</b>	<b>1,619,310</b>
<b>Water Service Connections</b>								
Distributed Salaries/Wages	W-961-1962-1110	64,190	55,207.32	50,000	117,769.39	75,000	63,397.73	75,000
Distributed Benefits	W-961-1962-1111	19,688	17,515.16	15,863	37,546.95	23,786	19,227.47	22,306
Materials	W-961-1962-1471	16,000	10,000.38	12,000	16,378.38	12,000	16,008.21	14,000
Contracted Works	W-961-1962-1523	18,000	8,253.07	15,000	35,000.36	16,000	11,986.13	16,000
Equipment Rentals - Owned	W-961-1962-1540	20,000	18,512.32	18,000	42,477.38	22,000	21,888.37	22,000
		<b>137,878</b>	<b>109,488.25</b>	<b>110,863</b>	<b>249,172.46</b>	<b>148,786</b>	<b>132,507.91</b>	<b>149,306</b>
<b>Water Meter Maintenance</b>								
Distributed Salaries/Wages	W-961-1963-1110	5,000	8,956.21	5,000	1,823.80	3,000	3,051.86	3,000
Distributed Benefits	W-961-1963-1111	1,582	2,955.62	1,650	588.41	961	1,007.06	990
Materials	W-961-1963-1471	5,000	9,050.88	5,000	2,093.72	3,500	3,465.19	3,500
Contracted Works	W-961-1963-1523	5,000	4,673.15	5,000	23,457.23	5,000	6,857.19	5,000
Equipment Rentals - Owned	W-961-1963-1540	1,000	1,406.25	1,000	300.00	500	871.20	500
		<b>17,582</b>	<b>27,042.11</b>	<b>17,650</b>	<b>28,263.16</b>	<b>12,961</b>	<b>15,252.50</b>	<b>12,990</b>
<b>Water Distribution System Maintenance</b>								
Distributed Salaries/Wages	W-961-1964-1110	75,472	75,816.48	62,635	126,173.70	80,000	91,275.74	80,000
Distributed Benefits	W-961-1964-1111	23,490	23,280.48	19,233	38,360.39	24,019	28,467.03	24,608
Materials	W-961-1964-1471	30,000	21,551.70	28,000	54,651.20	35,000	26,325.27	35,000
Contracted Works	W-961-1964-1523	25,000	59,494.89	35,000	80,262.89	45,000	42,607.62	45,000
Equipment Rentals - Owned	W-961-1964-1540	30,000	25,990.21	30,000	59,174.89	35,000	29,963.46	35,000
		<b>183,962</b>	<b>206,133.76</b>	<b>174,868</b>	<b>358,623.07</b>	<b>219,019</b>	<b>218,639.12</b>	<b>219,608</b>
<b>Total Waterworks General</b>		<b>1,714,913</b>	<b>2,069,379.86</b>	<b>1,912,603</b>	<b>2,069,835.94</b>	<b>1,934,053</b>	<b>1,980,926.59</b>	<b>2,001,214</b>

# 2016 WATER FUND BUDGET

	ACCOUNT #	2013 OPERATING FORECAST	Actual to December 31/13	2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST
<b>Water Treatment Plant</b>								
<b>Microfit Generation Revenue</b>	W-965-0330-0320		(11,101.26)	(11,000.00)	(11,290.68)	(11,000)	(12,409.54)	(11,000)
Distributed Salaries/Wages	W-965-1101-1110	155,216	145,385.78	153,624	128,644.77	155,760	141,645.79	155,760
Distributed Benefits	W-965-1101-1111	51,175	47,977.39	50,696	42,452.86	51,401	46,640.96	51,250
Equipment Rentals - Owned	W-965-1101-1540	1,000	1,037.50	1,000	312.50	1,000	1,818.75	1,000
Communications	W-965-1200-1251	6,000	7,132.04	6,500	5,648.10	6,500	6,603.12	6,000
Lab Fees - Water Testing	W-965-1200-1270	13,000	18,503.45	13,000	15,842.52	13,000	15,380.68	15,000
Natural Gas	W-965-1400-1416	30,886	20,023.77	29,803	21,315.28	30,697	18,479.12	30,697
Diesel Fuel	W-965-1400-1417	200		200		200	2,822.22	1,000
Electrical Power	W-965-1400-1420	63,312	60,182.49	64,713	65,239.89	62,224	70,011.32	70,313
Water & Sewer	W-965-1400-1421	1,100	1,086.36	1,100	1,205.52	1,155	1,236.72	1,190
Taxes	W-965-1400-1425	52,028	51,123.84	52,658	51,526.37	53,072	51,363.23	52,904
Chlorine	W-965-1400-1434	13,000	9,062.74	12,000	24,283.01	12,500	10,584.76	13,000
Soda Ash	W-965-1400-1435	40,000	13,740.90	38,000	42,594.63	38,000	30,972.39	40,000
Aluminium Sulphate	W-965-1400-1436	31,000	26,747.72	32,900	37,183.26	33,500	38,311.97	35,000
Fluorides	W-965-1400-1437	12,000	6,078.73	10,000	3,925.19	10,000	4,744.07	10,000
Miscellaneous Chemicals	W-965-1400-1438	8,000	9,054.35	8,000	11,170.72	9,000	20,264.56	12,000
Materials	W-965-1400-1471	20,000	17,286.43	20,000	11,279.99	20,000	16,503.04	20,000
Contracted Services	W-965-1500-1523	40,000	41,678.61	40,000	39,481.28	40,000	42,759.41	35,000
		<b>537,917</b>	<b>476,102.10</b>	<b>534,194</b>	<b>502,105.89</b>	<b>538,009</b>	<b>520,142.11</b>	<b>550,114</b>
<b>Total Water Treatment Plant</b>		<b>537,917</b>	<b>465,000.84</b>	<b>523,194</b>	<b>490,815.21</b>	<b>527,009</b>	<b>507,732.57</b>	<b>539,114</b>
<b>Water Storage Facility</b>								
Distributed Salaries/Wages	W-966-1101-1110	11,182	6,562.96	11,049	6,839.60	7,538	8,467.65	7,538
Distributed Benefits	W-966-1101-1111	3,690	2,165.71	3,645	2,257.12	2,488	2,794.42	2,488
Equipment Rentals - Own	W-966-1101-1540	2,100	2,225.00	2,100	2,225.00	2,200	1,962.50	2,200
Communications	W-966-1200-1251	800	827.53	800	403.64	800	418.21	800
Natural Gas	W-966-1400-1416	8,500	3,140.34	5,000	19,897.90	15,000	8,225.65	15,000
Electrical Power	W-966-1400-1420	4,375	3,649.53	3,000	3,210.11	3,120	3,945.81	3,526
Taxes	W-966-1400-1425	84,497	83,811.35	86,325	85,245.46	87,803	85,733.45	88,305
Materials	W-966-1400-1471	500		500	1,850.20	750	32.11	500
Contracted Works	W-966-1500-1523	10,000	7,727.31	2,500	319.77	2,500	565.68	10,000
<b>Total Water Storage Facility</b>		<b>125,644</b>	<b>110,109.73</b>	<b>114,919</b>	<b>122,248.80</b>	<b>122,199</b>	<b>112,145.48</b>	<b>130,357</b>
<b>Total Expenditures</b>		<b>2,378,474</b>	<b>2,644,490.43</b>	<b>2,561,716</b>	<b>2,682,899.95</b>	<b>2,594,261</b>	<b>2,600,804.64</b>	<b>2,681,685</b>
<b>TOTAL WATER FUND (Surplus)/Deficit</b>		<b>0</b>	<b>(0.00)</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>
<b>Sub-total</b>			<b>(0.00)</b>		<b>0.00</b>		<b>0.00</b>	
<b>Prior Year (Surplus)/Deficit</b>								
Capital Expenses Transferred to Operating								
<b>Adjusted Year End (Surplus)/Deficit</b>			<b>(0.00)</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>

TOWN OF FORT FRANCESBY-LAW NO. 20/16

(Being a By-Law to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for the year 2016).

WHEREAS pursuant to Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, ("the Act") as amended, Council on May 9, 2016, passed By-Law No. 19/16 to adopt a budget including estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year, amounts required to be raised for sinking funds and amounts required for any board, commission or other body;

AND WHEREAS Section 312 of the Act, as amended provides that the Council of the Town of Fort Frances shall pass a by-law levying a separate tax rate on the assessment in each property class.

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

1. There shall be levied and collected upon the assessable lands and buildings, within the limits of the Town of Fort Frances, those rates more particularly set forth in Schedule "A" forming part of this By-Law in the manner set forth in the said Schedule "A".
2. The said taxes and all local assessments, and other rates payable as taxes for the year 2016 including school taxes at a rate determined by the Province (hereinafter collectively referred to as "municipal taxes") as set forth in Schedule "A" shall be payable into the office of the Treasurer of the Corporation in the manner as set out herein:

The Municipal Taxes as shown on Schedule "B" are to be payable in 2 installments, the first being fifty (50)% of the total taxes levied and the second being the remaining balance of said taxes with due dates for payment as follows:

First Installment: July 29, 2016

Second Installment: August 31, 2016

3. THAT the Treasurer is hereby empowered to accept part payment from time to time on account of taxes due.
4. THAT all taxes which are in default on the day after the due date a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31, 2016.
5. On all taxes in default on January 1<sup>st</sup>, 2017 interest shall be added at the rate of 1.25 percent per month for each month the default continues.
6. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
7. The Tax Administrator shall mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.

Town of Fort Frances  
By-Law No. 20/16  
Page 2.

8. THAT taxes may be paid through the following facilities:

Town of Fort Frances Civic Centre – 320 Portage Ave. Fort Frances, ON  
Telebanking and Internet Services through any major financial institute  
Preauthorized Payment Plan  
Mail Service via Canada Post  
Night Depository, Civic Centre – 320 Portage Ave., Fort Frances, ON  
By cash, cheque, money order or interac service.

This By-Law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 9th day of May 2016.

— DRAFT —

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**TOWN OF FORT FRANCES**  
**2016 Tax Rates/Levy Using Approved Alternative Tax Ratios**  
Schedule "B"

Property	Class	2016 Assessment	2016 Municipal Tax Rate	2016 School Tax Rate	Total Tax Rate	Municipal Taxes	Education Taxes	TOTAL Taxes
<b>General</b>								
Farm	FTEP	156,700	0.00413569	0.00047000	0.00460569	648.06	73.65	721.71
Residential	RTEP	338,326,258	0.01654275	0.00188000	0.01842275	5,596,846.70	636,053.37	6,232,900.07
No Support	RTEP	65,800	0.01654275	0.00188000	0.01842275	1,088.51	123.70	1,212.22
	RTES	72,272,362	0.01654275	0.00188000	0.01842275	1,195,583.62	135,872.04	1,331,455.66
	RTFP	679,000	0.01654275	0.00188000	0.01842275	11,232.53	1,276.52	12,509.05
	RTFS	1,820,800	0.01654275	0.00188000	0.01842275	30,121.04	3,423.10	33,544.14
Muiti-Residential	MTEP	11,988,191	0.04532712	0.00188000	0.04720712	543,390.17	22,537.80	565,927.97
	MTES	681,342	0.04532712	0.00188000	0.04720712	30,883.27	1,280.92	32,164.19
	MTFP	54,467	0.04532712	0.00188000	0.04720712	2,468.83	102.40	2,571.23
Commercial	CT	64,675,790	0.03275463	0.01180000	0.04455463	2,118,431.57	763,174.32	2,881,605.89
	DT	182,590	0.03275463	0.01180000	0.04455463	5,980.67	2,154.56	8,135.23
New Construction	XT	268,000	0.03275463	0.01180000	0.04455463	8,778.24	3,162.40	11,940.64
	CU	929,516	0.02292824	0.00826000	0.03118824	21,312.17	7,677.80	28,989.97
	CX	2,071,100	0.02292824	0.00826000	0.03118824	47,486.68	17,107.29	64,593.96
	CM	79,000	0.03275463		0.03275463	2,587.62	0.00	2,587.62
	CH	408,500	0.03275463	0.01180000	0.04455463	13,380.27	4,820.30	18,200.57
Industrial	IT	1,618,995	0.04692781	0.01180000	0.05872781	75,975.89	19,104.14	95,080.03
	IU	175,030	0.03050307	0.00767000	0.03817307	5,338.95	1,342.48	6,681.43
	IX	808,600	0.03050307	0.00767000	0.03817307	24,664.78	6,201.96	30,866.74
HYDRO/FFPC	IH	426,000	0.04692781	0.01180000	0.05872781	19,991.25	5,026.80	25,018.05
HYDRO - EXCESS LAND	IK	79,000	0.03050307	0.00767000	0.03817307	2,409.74	605.93	3,015.67
Large Industrial	LT	6,048,580	0.12034713	0.01180000	0.13214713	727,929.24	71,373.24	799,302.49
Pipeline	PT	2,804,000	0.04311751	0.01180000	0.05491751	120,901.50	33,087.20	153,988.70
	<b>Sub-total</b>	<b>506,619,621</b>				<b>10,607,431.30</b>	<b>1,735,581.93</b>	<b>12,343,013.23</b>
<b>Payment-In Lieu</b>								
Residential	RPEP	5,666	0.01654275	0.00188000	0.01842275	93.73	10.65	104.38
	RPES	1,134	0.01654275	0.00188000	0.01842275	18.76	2.13	20.89
Commercial	CF	820,000	0.03275463	0.01180000	0.04455463	26,858.80	9,676.00	36,534.80
	CG	2,610,000	0.03275463		0.03275463	85,489.58	0.00	85,489.58
	CP	431,700	0.03275463	0.01180000	0.04455463	14,140.17	5,094.06	19,234.23
	<b>Sub-total</b>	<b>3,868,500</b>				<b>126,601.05</b>	<b>14,782.84</b>	<b>141,383.89</b>
<b>Town</b>								
Commercial	CF	4,247,000	0.03275463	0.01180000	0.04455463	139,108.91	50,114.60	189,223.51
Commercial - Parking Lot	CG	5,400	0.03275463		0.03275463	176.88	0.00	176.88
Commercial - FFPC	CF	245,000	0.03275463	0.01180000	0.04455463	8,024.88	2,891.00	10,915.88
Commercial - OPP	CG	429,000	0.03275463		0.03275463	14,051.74	0.00	14,051.74
Exempt	Exempt	61,963,358				0.00	0.00	0.00
	<b>Sub-total</b>	<b>66,889,758</b>	0	0	0	161,362.41	53,005.60	214,368.01
<b>TOTALS</b>		<b>577,377,879</b>				<b>10,895,394.75</b>	<b>1,803,370.38</b>	<b>12,698,765.13</b>
CNR (R.O.W)						3,622.97	1,585.43	5,208.40
Hydro One (Acreage)						35,107.73		35,107.73
International Bridge						20,000.00		20,000.00
Power Dam Compensation						350,800.00		350,800.00
Heads & Beads PIL						20,100.00		20,100.00
MNR Butler Ranger Station (CG)		71,000	0.03275463			2,325.58		2,325.58
General - Local Improvements						12,775.23		12,775.23
	<b>Sub-total</b>					444,731.51	1,585.43	446,316.94
	<b>Totals</b>					<b>11,340,126.26</b>	<b>1,804,955.81</b>	<b>13,145,082.07</b>

Date: April 11, 2016

Education Tax Not Shared with School Boards

## 2016 Tax Rates Summary

By-Law No. 20/16 Schedule "A"

Using Actual rates on April 29, 2016 3:04PM EST.

	Residential	Multi-residential	Commercial			Industrial			Large Industrial		Pipelines	Farm	Managed Forest
	Occupied	Occupied	Occupied	Excess Land	Vacant Land	Occupied	Excess Land	Vacant Land	Occupied	Excess Land	Occupied	Occupied	Occupied
Tax Ratios	1.000000	2.740000	1.980000			2.857851			7.329005		2.606431	0.250000	0.250000
Education- New Construction			0.01180000	0.00826000	0.00826000	0.01180000	0.00767000	0.00767000	0.01180000	0.00767000			
<b>Fort Frances Town, 5912</b>													
Education	0.00188000	0.00188000	0.01180000	0.00826000	0.00826000	0.01180000	0.00767000	0.00767000	0.01180000	0.00767000	0.01180000	0.00047000	0.00047000
General	0.01654275	0.04532712	0.03275463	0.02292824	0.02292824	0.04692781	0.03050307	0.03050307	0.12034713	0.07822563	0.04311751	0.00413569	0.00413569
Total Tax Rate	0.01842275	0.04720712	0.04455463	0.03118824	0.03118824	0.05872781	0.03817307	0.03817307	0.13214713	0.08589563	0.05491751	0.00460569	0.00460569

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TOWN OF FORT FRANCES

BY-LAW NO. 21/16

(Being a By-Law to authorize capping parameters for commercial, industrial and multi-residential capped property classes and to establish a minimum tax level for certain eligible properties).

**WHEREAS** S.329.1 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that Councils of upper-tier and single-tier municipalities may pass by-laws for one or more options to increase the annual limit on tax increases on property by up to 10 per cent of the previous year's annualized taxes and/or increase up to 10 per cent of what would have been the CVA taxes for the previous year. If these options are exercised, landlords of commercial and industrial property are required to adjust the amount of the tenant's cap accordingly. If a municipality establishes a threshold of up to the maximum \$500 for increasing properties or decreasing properties or both, and the resulting billing adjustment for a property is less than the threshold, the property would be liable for full CVA tax for the year. This section also provides municipalities the option of taxing commercial, industrial or multi-residential properties that become eligible new construction properties in 2007 at up to 90 per cent of the CVA taxes and the maximum percentage increases to 100 per cent of CVA taxes for properties that become eligible properties in 2008 and subsequent taxation years. Municipalities have the option to include or exclude properties from the capping and claw-back calculation if they were at CVA tax in the prior year and to include or exclude properties that would move from being capped in the prior year to being clawed-back in the current year or from being clawed-back in the prior year to being capped in the current year. Where eligible, a municipality can now exit the Capping Program immediately when there are no capped properties in the class.

**AND WHEREAS** on May 9, 2016 Council supported the Treasurer's recommendation that the Multi-Residential and Commercial classes exit capping immediately from the Capping Program as eligibility has been met, that capping of the Industrial class be applied in 2016 to exclude from capping those properties that were at CVA tax in 2015 or would cross over CVA tax in 2016 be exercised and that a minimum tax level threshold in 2016 for certain eligible properties be set.

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

1. That revenue neutral shall be maintained within the Industrial class.
2. That the annual limit on capping for the Industrial class will be a 10 per cent increase of the annualized tax limit based on the previous year's annualized taxes.
3. That the annual limit for the Industrial class will be a 10 per cent increase of the prior year CVA tax limit.
4. That there shall be a minimum tax level of 100% for properties eligible for New Construction or New to Class in 2016.
5. That properties that were at CVA Tax in 2015 or that would cross over CVA Tax in 2016 be excluded from capping.
6. That the Multi-Residential and Commercial classes shall be exited immediately for the Capping Program.

This By-Law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 9th day of May 2016.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 22/16

Being a By-Law to establish a percentage by which tax decreases are limited in 2016 to properties in the Commercial, Industrial and Multi-residential property classes.

WHEREAS subsection 330 (1) of the Municipal Act, 2001 S.O. 2001 c.25, as amended provides that the Council of a municipality may pass a by-law to establish a percentage by which tax decreases are limited for a taxation year in respect of properties in any property class subject to Part IX of the Act, in order to recover all or part of the revenues foregone as a result of the application of section 329 of the Act to other properties in the property class;

AND WHEREAS subsection 330 (3) of the Act provides that such a by-law must establish the same percentage for all properties in a property class, but may establish different percentages for different property classes;

AND WHEREAS subsection 327 (4) of the Act provides that Part IX of the Act applies to the commercial, industrial and multi-residential property classes;

AND WHEREAS on May 9, 2016, Council passed By-Law No. 21/16 establishing the revenue neutral capping parameters for commercial, industrial and multi-residential property classes and would be financed from withholding decreases within each class where possible;

NOW THEREFORE the Council of the Corporation of the Town of Fort Frances enacts as follows:

1. THAT for the taxation year 2016, the tax decrease retained, as supported by Schedule “A” forming part of this by-law, for property in:
  - a) the industrial property class shall be limited to 0.00%;
2. This by-law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 9th day of May 2016.

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R. Avis, Mayor

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E. Slomke, Clerk

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[Tax Tools](#) | [See Parameters](#)

## 2016 Capping Summary Analysis Report using Actual Rates

Using Actual rates on May 3, 2016 6:10PM EST.

### Fort Frances Town, 5912

Capping Report	Frequency Distribution Report	Back to Capping Options		
		Multi-residential	Commercial	Industrial
Capping Parameters				
Annualized Tax Limit				10.00%
Prior Year CVA Tax Limit				10.00%
CVA Tax Threshold - Increases				\$0
CVA Tax Threshold - Decreasers				\$0
Exclude Properties Previously at CVA Tax				Yes
Exclude Properties that Move from Capped to Clawed Back				Yes
Exclude Properties that Move from Clawed Back to Capped				Yes
Exit capping immediately	Yes	Yes		Not Eligible
Capping phase-out	Not Eligible	Not Eligible		Not Eligible
Capping Clawback and Retained Percentages				
Clawback Percentage				100.0000%
Retained Percentage				0.0000%
Total				100.0000%
Total Tax Adjustment				
Capped Properties				-\$3,068
Clawback Properties				\$1,352
Net Class Impact/Shortfall				-\$1,716

<< Expand

Expand >>

Category	Properties	2015 Annualized Taxes	2016 CVA Taxes Without Adjustments	2016 CVA Taxes Before Levy Change	2016 Capping Adjustment	2016 Overall Levy Change Adjustment	Threshold or Phase-Out Adj	Revised 2016 Tax	Tax Adjustment for 2016 \$ Amount % of CVA Taxes	
Multi-residential										
At CVA Tax due to Exclude Options:										
CVA Tax-Class is Excluded from Capping	19	592,955	600,663	592,101	0	0	0	600,663	0	0.00%
Commercial										
At CVA Tax due to Exclude Options:										
CVA Tax-Class is Excluded from Capping	272	3,017,002	3,032,701	2,985,637	0	0	0	3,032,701	0	0.00%
Industrial										
Capped/Protected by CVA Tax Limit	2	1,649	5,172	5,123	435	20	0	2,104	-3,068	-59.31%
Tax Above CVA Tax due to Clawback	2	26,142	25,040	24,803	0	250	0	26,393	1,352	5.40%

Total Subject to Capping	4	27,791	30,213	29,926	435	270	0	28,497	-1,716	-5.68%
New Construction/Class, 100% Min Tax Level	7	0	4,955	4,908	0	0	0	4,955	0	0.00%
At CVA Tax due to Exclude Options:										
Excluded, Previously CVA Tax	38	1,201,074	896,763	889,169	0	0	0	896,763	0	0.00%
Total Excluded	38	1,201,074	896,763	889,169	0	0	0	896,763	0	0.00%
Class Total	49	1,228,865	931,931	924,003	435	270	0	930,215	-1,716	-0.18%
Total All Classes										
Capped/Protected by CVA Tax Limit	2	1,649	5,172	5,123	435	20	0	2,104	-3,068	-59.31%
Tax Above CVA Tax due to Clawback	2	26,142	25,040	24,803	0	250	0	26,393	1,352	5.40%
Total Subject to Capping	4	27,791	30,213	29,926	435	270	0	28,497	-1,716	-5.68%
New Construction/Class, 100% Min Tax Level	7	0	4,955	4,908	0	0	0	4,955	0	0.00%
At CVA Tax due to Exclude Options:										
Excluded, Previously CVA Tax	38	1,201,074	896,763	889,169	0	0	0	896,763	0	0.00%
CVA Tax-Class is Excluded from Capping	291	3,609,957	3,633,364	3,577,738	0	0	0	3,633,364	0	0.00%
Total Excluded	329	4,811,031	4,530,127	4,466,907	0	0	0	4,530,127	0	0.00%
Grand Total	340	4,838,823	4,565,295	4,501,741	435	270	0	4,563,579	-1,716	-0.04%

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**THE CORPORATION OF TOWN OF FORT FRANCES**  
(the “Municipality”)

**BY-LAW NO. XX/16**

Being a By-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision.

**WHEREAS** pursuant to the provisions of s. 50(4) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the “Act”), the council of a local municipality may by by-law designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of s. 50(3) of the Act;

**AND WHEREAS** plan of subdivision Plan SM-48 has been registered for eight years or more;

**AND WHEREAS** the Council of the Municipality desires to designate and deem part of Plan SM-48, namely, Lots 69, 70 and 71 thereon (Lots 69, 70 and 71 are in this By-law sometimes referred to collectively as the “Lots”), not to be a registered plan of subdivision for purposes of s. 50(3) of the Act.

**NOW THEREFORE** the Council of the Municipality **HEREBY ENACTS** as follows:

1. Part of Plan SM-48, namely, the Lots, shall be and are hereby designated under s. 50(4) of the Act and such part of Plan SM-48(namely, the Lots) shall be deemed not to be a registered plan of subdivision for the purposes of Section 50(3) of the Act.
2. This By-law shall take effect upon the passing thereof subject to s. 50(28) of the Act.

READ THREE TIMES AND FINALLY PASSED in open Council this 9<sup>th</sup> day of May 2016.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(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*, section 22.)

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 May 9, 2016, 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/Engineering Work for the 1<sup>st</sup> Rehabilitation of the Mill Road Overpass;

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 9<sup>th</sup> day of May 2016.

\_\_\_\_\_  
R. Avis, 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 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> 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 April 1, 2016 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 enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. 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.

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**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

\_\_\_\_\_  
Name:  
Title: Minister

\_\_\_\_\_  
Date

I have the authority to bind the Crown.

**THE CORPORATION OF THE TOWN OF FORT FRANCES**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**AFFIX CORPORATE  
SEAL**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

I/We have the authority to bind the Recipient.

## SCHEDULE “A” PROJECT DESCRIPTION

**Application Project Name:** Detailed Design/Engineering Work for the 1<sup>st</sup> Rehabilitation of the Mill Road OverPass

**Approved Project Name:** Detailed Design / Engineering for Rehabilitation of Mill Road Overpass

**Project Description:** Project work includes detailed design for expansion joint rehabilitation of the Mill Road Overpass on the town’s Highway 11 connecting link.

**Project Description Details (from Application):**

The Mill Road Overpass was originally constructed in 1982 where it has been in service for 34 years. Based on the results of the 2015 Detail Visual Bridge Inspection completed by the Town's consultant, Hatch-Mott-MacDonald, some of the structural elements of the bridge have deteriorated to a point where the 1st rehabilitation of the structure should take place in the next 5 years. The proposal prepared by Hatch-Mott-Macdonald dated January 22, 2016 is for the following work:

- One additional site visit to confirm scope of rehabilitation works and obtain any information for design;
- Detailed Contract Drawings and Specifications in accordance with the latest edition of the CHBDC, Ontario Provincial Standard Specifications, Structural Manual (MTO), Structural Rehabilitation Manual (MTO), and latest MTO Policies and Best Practices;
- Preparation of ready for tender Contract Documents;
- Preparation of detailed estimate of construction costs at 30% Preliminary and 100% Issued for Tender stages.
- Submission of Drawings, Specifications and Tender Documents to the Town at 95% and 100% Issued for Tender stages in electronic format;
- Incorporated of Town comments at 95% review stage; and
- Perform a tender bid evaluation and provided a recommendation letter to the Town.

The design/engineering work will be for a project that entails:

1. Replacement of existing expansion joints including new joint assembly and end dams. Not that this will require short term lane closures during replacement (estimate 5 per lane). HMM will also examine the possibility of reusing existing expansion joint armouring.
2. Concrete repairs and reconstruction to the top of the existing ballast walls during expansion joint replacement.
3. Local asphalt replacement on the bridge deck and approach slab structure to facilitate expansion joint work.
4. Local concrete repairs to sidewalk curbs.
5. Local partial depth concrete repairs to parapet walls.
6. Local partial depth concrete repairs to abutment and wing walls
7. Installation of new rip-rap erosion pads at embankment locations where water exists from deck drains.

**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, 2016. 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, 2017.

**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: 905-704-2189 or 905-707-2989 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: Town of Fort Frances 320 Portage Avenue Fort Frances ON P9A 3P9</p> <p>Attention: Lisa Slomke Town Clerk Telephone: 807-274-5323 ext. 236 Email: lslomke@fort-frances.com</p>
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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.

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**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 Forty Thousand, Seven Hundred and Twenty-Seven Dollars (\$40,727) in Funds for Eligible Costs for the Project.

**Project’s Estimated Total Net Eligible Costs:** \$45,253 (From Application)

**Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at Ninety Percent (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 April 1, 2016 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, 2017.

**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
<b>Milestone 1:</b> Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	<b>Contract Award Report</b>  Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2016.
<b>Milestone 2:</b> 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; <b>or</b>  (i) 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.	<b>Substantial Completion Report</b>  Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement.
<b>Milestone 3:</b> 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, <b>or</b>  (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.	<b>Final Report</b>  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 “G” 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 April 1, 2016 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.

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## **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.

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## 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:** If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

**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.	<b>Contract Award Report</b> - 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 June 30, 2017.
2.	<b>Revised Budget Report</b> 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.	<b>Progress Report</b> - 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.	<b>Substantial Completion Report</b> – 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.
5.	<b>Final Report</b> - 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.	<b>Other Reports or information</b> 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.

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**REVISED PROJECT COSTS**

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

**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.

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Date:</b>	

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

*For projects to be completed in 2016-17, a progress report is due on or before July 15, 2016. 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.*

<b>Recipient Municipality Name</b>	
<b>Project Name</b>	

**Key Dates:**

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
<b>TOTAL NET ELIGIBLE COSTS to Date</b>		
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**

<b>Other Progress to date</b> <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
<b>Variance from original approved Project (if any)</b> <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”.*

<b>Municipality Name:</b>
<b>Project Name:</b>

<b>Section 1. Project Details</b>
-----------------------------------

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	\$	\$
<b>TOTAL NET ELIGIBLE COST</b>	<b>\$</b>	<b>\$</b>
<b>Total Interest Earned on Funds</b>		<b>\$</b>

*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					
<b>TOTAL</b>									<b>\$</b>

**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/16**

(Being a by-law to approve an agreement with Cambrian Vacuum Corp. awarded through a tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on May 9, 2016, Council approved a report from the Manager of Operations & Facilities which awarded the Tender for a Three Year Sanitary Sewer Cleaning and CCTV Inspection Program (Tender No. 16-OF-09);

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

1. That pursuant to the award of the tender under 16-OF-09, the following agreement in the form of the schedule 'A' attached to 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 9<sup>th</sup> day of May 2016.

DRAFT

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**SCHEDULE 2****AGREEMENT**

THIS AGREEMENT made this 25 day of APRIL, 2016.

BETWEEN:

CAMBRIAN VACUUM CORP.

(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager of Operations and Facilities (in the Tender Documents the Town Manager of Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed to the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or
- (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

- (i) in case of notice to the Town, as follows:

P.O. Box 38  
 FORT FRANCES, Ontario  
 P9A 3M5  
 Attention: Administrator

- (ii) in case of the Contractor, as follows:


3144 ARTHUR ST  
ROSSLYN ON  
P7K 0P3  
ATT: BOSS ROBERTSON

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

  
 \_\_\_\_\_  
 Witness to signature of Tenderer

SIGNATURE OF CONTRACTOR:

  
 \_\_\_\_\_  
 If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

ROSS ROBERTSONPRINT NAME AND TITLE OF PERSON  
SIGNING:JASON ROBERTSON  
PRESIDENTIF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:CAMBRIAN VACUUM CORP

Address of Witness:

336 BOLTON CRESTHUNDER BAY ON

Address of Contractor:

3144 ROSSLYN ON.P7K-0P3

Phone Number of Witness:

(807) 251-7351

Phone Number of Contractor:

(807) 935-2829Fax Number: (807) 935-2838Cell Number: (807) 628-5872

The Corporation of the Town of Fort Frances

per:  
\_\_\_\_\_per:  
\_\_\_\_\_

I/we have authority to bind the Town

### SCHEDULE 3

#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, CAMBRIAN VACUUM CORP.  
shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.



Witness to signature of Tenderer

Print name of Witness:

ROSS ROBERTSON

SIGNATURE OF CONTRACTOR:



If a corporation, the person signing has authority to bind such corporation

PRINT NAME AND TITLE OF PERSON  
SIGNING:

JASON ROBERTSON

PRESIDENT

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

CAMBRIAN VACUUM CORP.

Address of Witness:

336 BOLTON RES  
THUNDER BAY

Address of Contractor:

3144 ARTHUR ST  
ROSSLYN ON

Phone Number of Witness:

(807) 251-7351

Phone Number of Contractor:

(807) 935-2829

Fax Number: (807) 935-2858

Cell Number: (807) 628-5872

The Corporation of the Town of Fort Frances  
per:

per:

I/we have authority to bind the Town

Date: APRIL 25, 2016.

**TOWN OF FORT FRANCES**

**BY-LAW NO. XX/16**

(Being a by-law to approve an agreement with Ryan Mason Contracting awarded through a tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on May 9, 2016, Council approved a report from the CBO/Interim Municipal Planner as recommended by the Planning & Development Executive Committee which awarded the Tender for Cladding Replacement, Insulation and Painting at the Town of Fort Frances Civic Centre (Tender No. 16-OF-08);

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

1. That pursuant to the award of the tender under 16-OF-08, the following agreement in the form of the schedule 'A' attached to 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 9<sup>th</sup> day of May 2016.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this 26th day of April, 2016.

BETWEEN:

Ryan Mason Contracting  
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being

determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities (in the Tender Documents the Town Manager, Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service or mail; or

(c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator

(ii) in case of the Contractor, as follows:

RB#2 Site 218-109  
Fort Frances ON  
P9A 3M3  
Attn: Ryan Mason

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

Witness to signature of Tenderer

SIGNATURE OF CONTRACTOR:

If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Audra Smith

PRINT NAME AND TITLE OF PERSON SIGNING:

Ryan Mason - Owner

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_

Address of Witness:

RR#2 Site 218-109

Fort Frances ON P9A 3M3

Address of Contractor:

RR#2 Site 218-109

Fort Frances ON P9A 3M3

Phone Number of Witness:

(807) 274-6035

Phone Number of Contractor:

(807) 274-6035

Fax Number: (807) 274-1269

Cell Number: (807) 275-9217

The Corporation of the Town of Fort Frances

per:

\_\_\_\_\_

per:

\_\_\_\_\_

I/we have authority to bind the Town

### SCHEDULE 3

#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, Ryan Mason Contracting  
shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

Witness to signature of Tenderer

Print name of Witness:

Audra Smith

SIGNATURE OF CONTRACTOR:

If a corporation, the person signing has authority to bind such corporation

PRINT NAME AND TITLE OF PERSON SIGNING:

Ryan Mason - Owner

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

Address of Witness:

RR#2 Site 218-109  
Fort Frances ON P9A 3M3

Address of Contractor:

RR#2 Site 218-109  
Fort Frances ON P9A 3M3

Phone Number of Witness:

(807) 274-6035

Phone Number of Contractor:

(807) 274-6035

Fax Number: (807) 274-1269

Cell Number: (807) 275-9217

The Corporation of the Town of Fort Frances  
per:

per:

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2016.

**TOWN OF FORT FRANCES**

**BY-LAW NO. XX/16**

(Being a by-law to approve an agreement with Teleco Landline awarded through a request for proposal (RFP) process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on April 25, 2016, Council approved a report from the CBO/Interim Municipal Planner as recommended by the Planning & Development Executive Committee which awarded the RFP for a Telecommunications Firm for the replacement of the Telephone System in 8 Town Facilities (RFP No. 16-PD-03);

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

1. That pursuant to the award of the Request for Proposal under 16-PD-03, the following agreement in the form of the schedule 'A' attached to 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 9<sup>th</sup> day of May 2016.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
E. Slomke, Clerk



## ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

May 2<sup>nd</sup>, 2016

Mayor and Council  
Town of Fort Frances

Dear Mayor Avis and Council:

At their meeting May 2nd, 2016, the Economic Development Advisory Committee considered the matter of changes to the current office premises net lease dated May 1, 2014 with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure.

As a result of their discussion, the EDAC Committee approved the following resolution:

"THAT the Economic Development Advisory Committee recommends to Mayor and Council that the Town commence discussions with the Ministry of Infrastructure for consideration of the following requests:

- 1) the securing of a reduced lease rate for operation of the facility; and
- 2) removal of the clause in the current lease agreement respecting the sublet or carrying on of other commercial activity within the current facilities to allow for new vendors."

Yours very truly,

Economic Development Advisory Committee

A handwritten signature in black ink, appearing to read "Gary Rogozinski".

Gary Rogozinski, Chair

GR/kl



FORT FRANCES  
COMMUNITY CLINIC INC

301 VICTORIA AVENUE  
FORT FRANCES, ONTARIO P9A 2C1  
PHONE (807) 274-3287  
FAX (807) 274-7875



Mayor and Council  
Town of Fort Frances  
April 28, 2016

Dear Mayor and Council;

This letter is to inform you that we have a funding opportunity for a capital project that has a small window of opportunity. The Ministry of Health and Long Term Care is allowing capital expansion and new clinic projects for a very limited time period. We must move on this quickly if we are to take advantage of this prospect. We appreciate all your effort put forth on our behalf to obtain the parking lot between the old library and the existing clinic building and would be grateful for an update on your progress to date.

I understand that there may be some movement on this issue at the government level and look forward to hearing from you. We need to make a decision very quickly so we hope that you will have some good news for us soon. Thank you again for all your persistence on this matter. Please feel free to contact me directly regarding this matter.

Sincerely;

A handwritten signature in blue ink that reads 'Marlis Bruyere'.

Marlis Bruyere  
Executive Director

Cynthia j Donald  
1117 5<sup>th</sup> St. E.  
Fort Frances, ON  
P9A 1V8

May 5<sup>th</sup>, 2016

Fort Frances Town Council

On behalf of the Fun in the Sun Committee, we would like the Town of Fort Frances to deem July 1<sup>st</sup> a municipally significant event. As part of the festivities we are hosting a social in order to raise funds for July 1<sup>st</sup>. This event will be held at the Sportsplex on Saturday May 28<sup>th</sup>, 2016. In order to receive a liquor license the Town is required to also deem it a municipally significant event.

Thanking you in advance,

Cynthia Donald

Chairperson FITS Committee

A handwritten signature in blue ink that reads "Cj Donald". The signature is written in a cursive, flowing style.



AMO Communications  
<communicate@amo.on.ca>

04/25/2016 03:59 PM

To "Islomke@fort-frances.com" <Islomke@fort-frances.com>

cc

bcc

Subject AMO Policy Update - Federal Infrastructure Minister Provides Funding Details

April 25, 2016

## Federal Infrastructure Minister Provides Funding Details

Federal Minister of Infrastructure, the Honourable Amarjeet Sohi, has written to his counterparts across the country including the Honourable Brad Duguid. The letters provide details on Phase 1 infrastructure funding programs announced in the federal Budget 2016.

The letter details federal commitments for:

- Federal Public Transit Fund - \$1.49 billion to be distributed on ridership basis.
- Federal Clean Water and Wastewater Fund - \$570 m to help rehabilitate and upgrade systems. Both funds can be applied toward new construction if the funding can be spent in the next two years. Funding is retroactive to April 1, 2016 and previous announcements have noted that the federal government will provide up to 50 per cent in eligible costs. Our understanding is the provinces will need to continue to contribute their 1/3 share.
- Changes to the New Building Canada Fund (NBCF) are being taken to ensure that remaining unallocated funds are spent within the next two years. AMO understands a redefinition of the criteria surrounding highways and roads category to include those with lesser traffic volumes is being proposed, as are expanded project categories to include tourism, culture, recreation, passenger ferries and related infrastructure, and civic assets and municipal buildings. The P3 screen for larger projects is to be eliminated as well.

The next step is for the federal and provincial governments is to conclude a funding agreement that reflects the details enunciated today and how these funds can be accessed. AMO expects that the provincial government will engage the association as required under AMO's MOU Agreement with the Province as it works to finalize an agreement with INFC Canada. Any significant developments will be communicated to members as soon as possible.

Watch [Infrastructure Canada's web site](#) for a copy of the letter and further details.

**AMO Contact:** Craig Reid, Senior Advisor, E-mail [creid@amo.on.ca](mailto:creid@amo.on.ca), 416.971.9856 ext. 334.

---

**PLEASE NOTE:** AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER:** Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [here](#).





**AMO Communications**  
**<communicate@amo.on.ca>**

05/03/2016 05:28 PM

To "Islomke@fort-frances.com" <Islomke@fort-frances.com>

cc

bcc

Subject Call for Nominations - 2016-2018 AMO Board of Directors

May 3, 2016

**To: Head and Members of Council**

**From: Trevor Wilcox, Secretary-Treasurer, AMO**

Please be advised that in accordance with the Association's governing by-law, the Secretary-Treasurer is requesting nominations to the 2016 - 2018 AMO Board of Directors.

Attached please find:

- A summary of the offices for which elections will be held at the 2016 Annual Meeting;
- An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who will then serve on the AMO Executive Committee; and
- Nomination Form

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Board. From the AMO Bylaw No. 2, Part 3, qualifications are:

### 3.3 Qualifications of Directors.

- a) Every Director shall: be an individual of eighteen (18) or more years of age;
  - be an elected official of a Member Municipality or an employee of a Member Municipality of the Corporation;
  - not be an undischarged bankrupt; and
  - not be declared incapable.
- b) The position of Secretary-Treasurer is to be filled by an employee of a Member Municipality and also meet the qualifications of 3.3 a).

Please forward a completed Nomination Form to the Association via email [amoelections@amo.on.ca](mailto:amoelections@amo.on.ca) or fax at (416) 971-6191 or mail to the attention of Pat Vanini, Executive Director.

Qualified Nominees must obtain a Council resolution of support which must also specify the Caucus or position for which the individual is being nominated. In order to provide the broadest representation possible, AMO Bylaw No. 2 stipulates that a member municipality can only have one representative on the Board unless another representative is on the Board as an appointed official from a municipal group. See Section 3.4(e).

A completed Nomination Form and supporting material must be received no later than 4:00 p.m. Friday, June 24, 2016. Nominations will not be accepted beyond that date. AMO's Chief Returning Officer, Peter Fay, will certify the nomination.

All candidates will be contacted to confirm receipt of their nominations and at that time will receive further information on the election process.

If you have any questions regarding this information, please contact Pat Vanini, Executive Director at (416) 971-9856, ext. 316, e-mail [pvanini@amo.on.ca](mailto:pvanini@amo.on.ca) or Lorna Ruder, Executive Assistant, ext. 341, email [lruder@amo.on.ca](mailto:lruder@amo.on.ca)

**DISCLAIMER:** Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [Click Here](#).



AMOBBoardofDirectors2016to2018CallForNominations.pdf



# Media Relations & Communications Workshop

Municipal communicators must be able to share information. Give clear instructions. Sell ideas. Messages should be easy to understand, and easy to remember.

AMO's Media Relations and Communications Workshop will improve your ability to:

- Express yourself clearly,
- Develop strong messages quickly,
- Manage issues better, and
- Lead under pressure.

While the session is grounded in municipal experience, the material will be of interest to other public and private sector leaders. All are welcome to register.

## Learning Objectives:



This training will better prepare you and your municipality for the media spotlight, on good days and bad. Specifically, you learn how to:

- Recognize what makes news and why;
- Identify news stories faster, and respond better;
- Determine what to say quickly, under pressure, or with limited information;
- Present complex information in simple, memorable ways;
- Anticipate questions, and answer them better; and,
- Expect and prepare for the unexpected.

## About the Instructor:

Brian Lambie,  
President, Redbrick Communications

As AMO's primary media contact, Brian deals with media on a daily basis, taking calls from the most senior reporters at Queen's Park to the most inexperienced reporters at your local newspaper.

He has trained hundreds of public and private sector officials in the past decade and is a popular conference speaker. His clients include municipalities, Ontario government ministries and private companies.

## Dates and Locations:

### Northern Ontario

- Thunder Bay, Monday, June 13, 2016
- Sault Ste. Marie, Thursday, September 15, 2016

### Southwestern Ontario

- London, Wednesday, July 20, 2016

### Greater Toronto Area

- Mississauga, Wednesday, September 21, 2016

### Eastern Ontario

- Belleville, Wednesday, October 19, 2016

All sessions will be full-day sessions (9 am - 4 pm) with registration at 8:30 am and lunch provided.

## Session Cost:

- \$475 plus HST (\$536.75 total)



# 2016 Media Relations & Communications Workshop Registration Form

AGENDA ITEM #9.1

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration. Please fax registration form to 416.971.9372

First Name

Last Name

Title

Municipality

Full Mailing Address

E-mail Address

Phone Number

Fax Number

## PLEASE SELECT YOUR PREFERRED LOCATION

- ☐ Thunder Bay, Monday, June 13
- ☐ Sault Ste. Marie, Thursday, September 15
- ☐ London, Wednesday, July 20
- ☐ Mississauga, Wednesday, September 21
- ☐ Belleville, Wednesday, October 19

## THE COST: \$475 + HST

If paying by credit card please submit \$536.75

If paying by invoice and cheque you are eligible for a 5% discount, please submit \$509.92

## CANCELLATION POLICY

Cancellations must be made in writing to [events@amo.on.ca](mailto:events@amo.on.ca) no later than 14 days prior to the scheduled session. Cancellations will be refunded less an administration fee of \$75.00 plus HST (\$84.75)

## PAYMENT

- ☐ Please invoice - \$509.92
- ☐ Cheque enclosed - \$509.92

Payable to:  
Association of Municipalities of Ontario  
200 University Avenue, Suite 801  
Toronto, ON., M5H 3C6

Credit Cards will be charged \$536.75

☐ VISA ☐ MasterCard

Card #

Expiry Date

Name on Card

Signature

HST 106732944

By completing this registration form you are providing the Association of Municipalities of Ontario (AMO) with consent to send information on all activities related to current and future courses under the Municipal Council Education Program. If you wish to no longer receive information from AMO on this program please contact [events@amo.on.ca](mailto:events@amo.on.ca) to unsubscribe.



200 University Avenue, Suite 801, Toronto, Ontario M5H 3C6  
T: 416.971.9856  
F: 416.971.9372  
E: [events@amo.on.ca](mailto:events@amo.on.ca)

Submit Form



April 26, 2016

File: C00.001

Laurie Scott, MPP  
Haliburton-Kawartha Lakes-Brock  
Rm. 434, Main Legislative Building  
Queens Park  
Toronto ON, M7A 1A8

**Re: Support Resolution - Anti-Human Trafficking Task Force & Bill 158**

---

Council of the Township of Clearview is in receipt of your letter dated April 7, 2016 regarding human trafficking. Please be advised that Council passed the following support resolution at their April 25, 2016 meeting:

Whereas human trafficking is a heinous crime that has been referred to as modern day slavery; and

Whereas traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour; and

Whereas it is one of the fastest growing crimes that starts and stays in Canada, targeting victims – 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

Whereas Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

Whereas human trafficking is in our neighbourhoods and our communities;

Therefore Be It Resolved that Council of the Township of Clearview support Bill 158, Saving the Girl Next Door Act, 2016, support MPP Laurie Scott's motion for multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities. Motion Carried.

Box 200, 217 Gideon St. • Stayner, Ontario L0M 1S0 T: 705.428.6230 F: 705.428.0288

[www.clearview.ca](http://www.clearview.ca)



If you have any questions or concerns regarding the above resolution, please contact the undersigned.

Regards,

**TOWNSHIP OF CLEARVIEW**

A handwritten signature in black ink, appearing to read "Pamela Fettes".

Pamela Fettes, B.A., CMO, Dipl. M.A.  
Director, Legislative Services/Clerk



Sasha Helmkey  
<[shelmkey@clearview.ca](mailto:shelmkey@clearview.ca)>  
04/27/2016 10:49 AM

To: Sasha Helmkey <[shelmkey@clearview.ca](mailto:shelmkey@clearview.ca)>  
cc  
bcc  
Subject: Clearview Township Council Resolution - Bill 158

Good Morning,

Please find attached a support resolution passed by Clearview Township Council regarding Bill 158 Saving the Girl Next Door Act, 2016.

Thank you,

**Sasha Helmkey**  
Records Management Coordinator  
Clerks Department  
Township of Clearview  
[shelmkey@clearview.ca](mailto:shelmkey@clearview.ca)  
(705) 428-6230 ext. 246

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*the sender and permanently delete this email.* Clearview Township Resolution - Bill 158.pdf



**Regular Council  
April 25, 2016**

133 - 2016

Item 12.2  
(2 pages)

**Moved by:**

Mike D'Amico

**Seconded by:**

Raymond

WHEREAS human trafficking is a heinous crime that has been referred to as modern day slavery; and

WHEREAS traffickers recruit, transport, harbor, and control the girl next door for sexual exploitation or forced labour; and

WHEREAS it is one of the fastest growing crimes that starts and stays in Canada, targeting victims — 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

WHEREAS Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

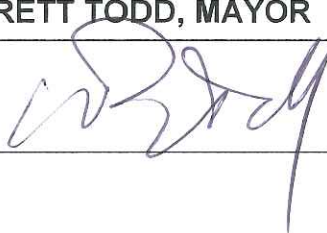

WHEREAS human trafficking is in our neighbourhoods and our communities;

THEREFORE BE IT resolved that the Council of the Town of Prescott support Bill 158, *Saving the Girl Next Door Act, 2016*, support MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and



That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.

<b>REQUESTED BY:</b>			
<b>RECORDED VOTE</b>		<b>YES</b>	<b>NO</b>
	Councillor Leanne Burton		
	Councillor Teresa Jansman		
	Councillor Fraser Laschinger		
<b>CARRIED:</b>	Councillor Lee McConnell		
<b>TABLED:</b>	Councillor Mike Ostrander		
<b>DEFEATED:</b>	Mayor Brett Todd		
<b>RECORDED VOTE:</b>	Councillor Ray Young		

<b>BRETT TODD, MAYOR</b>	<b>KIMBERLEY CASSELMAN, CLERK</b>
	

**Laurie Scott, MPP**

Haliburton-Kawartha Lakes-Brock

**Queen's Park Office:**Rm. 434, Main Legislative Bldg.  
Queen's Park  
Toronto, Ontario M7A 1A8

Tel. (416) 325-2771

Fax (416) 325-2904

E-mail: laurie.scott@pc.ola.org

**Constituency Office:**14 Lindsay St., North  
Lindsay, Ontario K9V 1T4

Tel. (705) 324-6654

1-800-424-2490

Fax (705) 324-6938

E-mail: laurie.scottco@pc.ola.org

April 7, 2016

Mayor Brett Todd  
Town of Prescott  
360 Dibble St. W, Box 160  
Prescott, ON K0E 1T0

Dear Mayor Todd,

I write to you today to ask you to support my efforts as MPP and PC Critic for Women's Issues, to call on the provincial government to take immediate steps to combat human trafficking in Ontario and to raise public awareness of this horrid crime.

Human trafficking is a heinous crime that has been referred to as nothing short of modern day slavery. It is one of the fastest growing crimes, and starts and stays in Canada – over 90 percent of victims are Canadian-born. Worse, Ontario is a major hub for human trafficking in Canada, as the proximity to cities along the Highway 401 corridor provides an accessible thoroughfare for traffickers, and the ability to keep victims isolated. Victims are lured over the internet, meaning that this crime is in our neighbourhoods, our communities and our towns.

Victims – predominantly girls averaging the age of 14, and shockingly as young as 11 – are lured into a nightmare that they can almost never escape on their own. Traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour.

On February 18, 2016, the Legislative Assembly of Ontario unanimously supported Bill 158 on Second Reading, which aims to take immediate steps against human trafficking in Ontario.

The bill provides as follows:

- Declare February 22<sup>nd</sup> as Human Trafficking Awareness Day in Ontario;
- Allow for an application to be brought by a parent of a trafficking victim under the age of 18, a trafficking victim aged 18 or over or an authorized agent such as Covenant House to obtain a protection order from a judge to prohibit the trafficker from contacting or approaching the victim. Such an order would remain in place for a minimum of three years;

- Create a tort or civil action of human trafficking, allowing victims to sue their traffickers for damages and an accounting of profits; and
- Amend the definition of “sex offender” under *Christopher’s Law (Sex Offender Registry)*, 2000 to include criminal offences for trafficking of victims under the age of 18 years.

In May of last year, I also received unanimous support for a motion asking the Government of Ontario to immediately create a provincial task force to combat human trafficking in Ontario.

The task force would have a similar structure and funding model to the Guns and Gangs Task Force. A multi-jurisdictional task force made up of specially-trained police officers, Crown prosecutors, judges, and frontline workers would coordinate information sharing, and collaboratively work to apprehend criminals and rescue victims. Training and education would also have to be specialized not only for law enforcement and the justice system, but for victims’ services, health care workers, schools and businesses.

The task force was endorsed by the Select Committee on Sexual Violence and Harassment, which I had the honour of co-chairing.

The two recommendations are as follows:

57. The Ontario government provide resources for the development of a coordinated approach to help victims of human trafficking, allowing providers of support services and the criminal justice system to share information and work collaboratively.

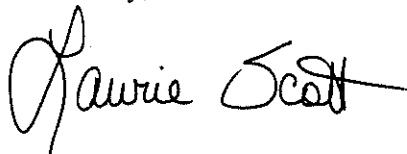
58. The Ontario government develop a multi-ministerial, province-wide strategy on human trafficking.

Ontario is far behind other provinces when it comes to combatting human trafficking and taking significant action. For instance, in Manitoba, they have enacted legislation as far back as 2012, which has seen multiple victims rescued and traffickers put behind bars for breaching protection orders.

I ask that you and your council members consider putting forward a resolution to support the following attached draft resolution.

I look forward to your support.

Sincerely,



Laurie Scott, MPP  
Haliburton-Kawartha Lakes-Brock

**Municipal Resolution on Anti-Human Trafficking Task Force  
and Bill 158, *Saving the Girl Next Door Act*, 2016**

WHEREAS human trafficking is a heinous crime that has been referred to as modern day slavery; and

WHEREAS traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour; and

WHEREAS it is one of the fastest growing crimes that starts and stays in Canada, targeting victims – 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

WHEREAS Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

WHEREAS human trafficking is in our neighbourhoods and our communities;

THEREFORE BE IT resolved that the Council of (name of municipality) support Bill 158, *Saving the Girl Next Door Act*, 2016, support MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.



**Kimberley Casselman**  
 <[kcasselman@prescott.ca](mailto:kcasselman@prescott.ca)>  
 04/26/2016 02:21 PM

To  
 cc  
 bcc  
 Subject Bill 158 Resolution

Good afternoon,

Please find attached a resolution that was passed by the Council of the Corporation of the Town of Prescott at their regular Council meeting of April 25, 2016.

This resolution of support was a result of correspondence received from MPP Laurie Scott.

Thank you,

**Kimberley Casselman | Clerk/Manager, Administrative Services**

T: 613-925-2812 ext. 6225 | F: 613-925-4381 | E: [kcasselman@prescott.ca](mailto:kcasselman@prescott.ca)

Town of Prescott | 360 Dibble Street West, Prescott, ON K0E 1T0 | [www.prescott.ca](http://www.prescott.ca)

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Bill 158 Resolution.pdf

**TOWNSHIP OF SOUTH STORMONT****RESOLUTION****MOVED BY****RESOLUTION NO**116/2016**SECONDED BY****DATE** April 27, 2016

Whereas human trafficking is a heinous crime that has been referred to as modern day slavery;

And Whereas traffickers recruit, transport, harbor and control the girl next door for sexual exploitation or forced labour;

And Whereas it is one of the fastest growing crimes that starts and stays in Canada, targeting victims – 90 percent of which are Canadian-born and predominantly female, averaging the age of 14;

And Whereas Ontario is a major hub of human trafficking in Canada and victims are lured, manipulated and coerced, often over the internet from every part of Ontario;

And Whereas human trafficking is in our neighbourhoods and our communities;

Now therefore be it resolved that Council of the Township of South Stormont supports Bill 158, Saving the Girl Next Door Act, 2016, and MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies.

☒ **CARRIED**☐ **DEFEATED**☐ **DEFERRED**  
Chairperson**Recorded Vote:**

Councillor Primeau

☐

Councillor Smith

☐

Councillor Waldroff

☐

Deputy Mayor Hart

☐

Mayor Bancroft

☐



"Loriann Harbers"  
<loriann@southstormont.ca>  
04/28/2016 10:08 AM

To <premier@ontario.ca>,  
<oebmedia@ontarioenergyboard.ca>,  
<bchiarelli.mpp@liberal.ola.org>,  
cc "Ginette Martin Stephan"  
<gmartinstephan@northstormont.ca>, "Marc Chenier"  
<mchenier@northstormont.ca>, "Betty de Haan"  
bcc  
Subject Support for the Township of North Stormont - Natural Gas in  
Eastern Ontario

Good day,

At the April 27, 2016 regular meeting, Council of the Township of South Stormont passed the attached resolution (No. 117/2016) in support of the Township of North Stormont encouraging the Ontario Energy Board to expand natural gas services to all of Eastern Ontario.

Your consideration and review in this regard is most appreciated.

Kind regards,

*Loriann Harbers, CMO*

Director of Corporate Services/Clerk



*Come see for yourself!*

Township of South Stormont  
2 Mille Roches Rd., P.O. Box 84  
Long Sault, ON K0C 1P0  
Email: [loriann@southstormont.ca](mailto:loriann@southstormont.ca)  
Office: 613-534-8889 ext. 201  
Fax: 613-534-2280

[Like Us On Facebook](#)



117.2016 Natural Gas in Eastern Ontario.pdf



"Rebecca Williams"  
<rwilliams@twpec.ca>

05/03/2016 09:09 AM

To <tarmstrong-qp@ndp.on.ca>, <ted.arnott@pc.ola.org>,  
<bob.bailey@pc.ola.org>, <toby.barrett@pc.ola.org>,  
<gbisson@ndp.on.ca>, <patrick.brownco@pc.ola.org>,

cc

bcc

Subject Resolution RE Bill 158 Support

Please be advised that Council adopted the following resolution at their Regular Meeting of April 25<sup>th</sup>, 2016.

Laurie Scott, MPP

Re: Bill 158 – Anti-Human Trafficking Task Force

Resolution No. **R2016-177**

Moved by: Councillor M. Barrett

Seconded by: Councillor K. Smail

That Council receive the correspondence from Laurie Scott, MPP for Haliburton-Kawartha Lakes-Brock, regarding Bill 158 which aims to take immediate steps against human trafficking in Ontario; and further That Council supports the following resolution:

**WHEREAS** human trafficking is a heinous crime that has been referred to as modern day slavery; and

**WHEREAS** traffickers recruit, transport, harbor and control the girl next door for sexual exploitation or forced labour; and

**WHEREAS** it is one of the fastest growing crimes that starts and stays in Canada, targeting victims – 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

**WHEREAS** Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

**WHEREAS** human trafficking is in our neighbourhoods and our communities;

**THEREFORE BE IT RESOLVED** that the Council of the Township of Edwardsburgh Cardinal support Bill 158, *Saving the Girl Next Door Act, 2016*, support MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.

Carried

Thank you,  
Rebecca

**Rebecca Williams, Deputy Clerk**  
**Township of Edwardsburgh/Cardinal**  
18 Centre Street, Spencerville, ON K0E 1X0

Local: 613-658-3055 x 105 Fax: 613-658-3445

Toll Free: 1-866-848-9099

[www.twpec.ca](http://www.twpec.ca)

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--

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"Loriann Harbers"  
<loriann@southstormont.ca>  
04/28/2016 09:12 AM

To  
cc "Betty de Haan" <betty@southstormont.ca>, <laurie.scott@pc.ola.org>, "Dave Smith" <dsmith@southstormont.ca>, "Donna Primeau"  
bcc  
Subject Support for Bill 158 Saving the Girl Next Door

Good day everyone,

Please be advised that Council of the Township of South Stormont adopted Resolution No. 116/2016 (copy attached) at their regular meeting of April 27<sup>th</sup>, 2016.

This resolution of support was a result of correspondence received from MPP Laurie Scott.

Kind regards,

*Loriann Harbers, CMO*

Director of Corporate Services/Clerk



*Come see for yourself!*

Township of South Stormont  
2 Mille Roches Rd., P.O. Box 84  
Long Sault, ON K0C 1P0  
Email: [loriann@southstormont.ca](mailto:loriann@southstormont.ca)  
Office: 613-534-8889 ext. 201  
Fax: 613-534-2280

[Like Us On Facebook](#)



116.2016 Human Trafficking.pdf



"Loriann Harbers"  
<loriann@southstormont.ca>  
04/28/2016 10:08 AM

To <premier@ontario.ca>,  
<oebmedia@ontarioenergyboard.ca>,  
<bchiarelli.mpp@liberal.ola.org>,  
cc "Ginette Martin Stephan"  
<gmartinstephan@northstormont.ca>, "Marc Chenier"  
<mchenier@northstormont.ca>, "Betty de Haan"  
bcc  
Subject Support for the Township of North Stormont - Natural Gas in  
Eastern Ontario

Good day,

At the April 27, 2016 regular meeting, Council of the Township of South Stormont passed the attached resolution (No. 117/2016) in support of the Township of North Stormont encouraging the Ontario Energy Board to expand natural gas services to all of Eastern Ontario.

Your consideration and review in this regard is most appreciated.

Kind regards,

*Loriann Harbers, CMO*

Director of Corporate Services/Clerk



*Come see for yourself!*

Township of South Stormont  
2 Mille Roches Rd., P.O. Box 84  
Long Sault, ON K0C 1P0  
Email: [loriann@southstormont.ca](mailto:loriann@southstormont.ca)  
Office: 613-534-8889 ext. 201  
Fax: 613-534-2280

[Like Us On Facebook](#)



117.2016 Natural Gas in Eastern Ontario.pdf

## TOWNSHIP OF SOUTH STORMONT

## RESOLUTION

MOVED BY RESOLUTION NO 117/2016SECONDED BY 

DATE April 27, 2016

That Council of the Township of South Stormont supports the Township of North Stormont and encourages the Ontario Energy Board to make natural gas services available to all of Eastern Ontario.

☒ CARRIED☐ DEFEATED☐ DEFERRED
  
 \_\_\_\_\_  
 Chairperson

## Recorded Vote:

Councillor Primeau \_\_\_\_\_

Councillor Smith \_\_\_\_\_

Councillor Waldroff \_\_\_\_\_

Deputy Mayor Hart \_\_\_\_\_

Mayor Bancroft \_\_\_\_\_

# TOWNSHIP OF CHAMPLAIN

ITEM NO.	10.1
DATE	April 13, 2016
RESOLUTION NO.	2016-173a

**MOVED BY** ☐ Troy Carkner ☐ Paul Emile Duval  
☐ Jacques Lacelle ☐ Helen MacLeod  
☐ Gérard Miner ☐ Pierre Perreault  
☐ Normand Riopel ☐ Marc Séguin

**SECONDED BY** ☐ Troy Carkner ☐ Paul Emile Duval  
☐ Jacques Lacelle ☐ Helen MacLeod  
☐ Gérard Miner ☐ Pierre Perreault  
☐ Normand Riopel ☐ Marc Séguin

**WHEREAS** the cost of electricity to individuals has increased by 50% since 2012 in the Province of Ontario;

**AND WHEREAS** senior citizens on fixed income, low income families and small businesses are finding it increasingly difficult to meet these rising costs;

**AND WHEREAS** the Provincial *Green Energy Act* continues to promote the building of solar farms and wind turbines where they pay the producers much higher rates than what they can charge per kilowatt;

**AND WHEREAS** on many occasions the Province of Ontario is forced to sell surplus power to our neighbours at a loss;

**BE IT RESOLVED THAT** the Township of Champlain request the Province of Ontario to place a moratorium on further development of this type and to complete an extensive review of the *Green Energy Act* in order to provide affordable electricity to our citizens; and

**BE IT FURTHER RESOLVED THAT** this Resolution be forwarded to our municipalities to seek their support.



**Carried**



**Carried  
as amended**



**Defeated**

**Gary J. Barton, Mayor**

LA CORPORATION DU / THE CORPORATION OF

## CANTON DE CHAMPLAIN TOWNSHIP



BUREAU ADMINISTRATIF / ADMINISTRATION OFFICE  
 948 est, chemin Pleasant Corner Road East  
 Vankeek Hill, Ontario (K0B 1R0)

613-678-3003  
 (fax) 613-678-3363

April 29, 2016

The Honourable Kathleen O. Wynne  
 Premier of Ontario

The Honourable Bob Chiarelli  
 Minister of Energy

**RE: Review of the Green Energy Act**

At its meeting held on April 13, 2016, Council for Champlain Township passed resolution 2016-173a expressing its concern regarding the dramatically increasing cost of electricity in the Province of Ontario.

The *Green Energy Act* continues to promote the building of solar farms and wind turbines where the Province pays the producers much higher rates than it can charge per kilowatt. On many occasions the Province of Ontario is forced to sell surplus power to our neighbours at a loss.

The Township of Champlain requests that the Province of Ontario places a moratorium on further development of this type and completes an extensive review of the *Green Energy Act* in order to provide affordable electricity to our citizens.

A copy of Council's resolution 2016-173a, dated April 13, 2016, is attached for your consideration and a request for support is being emailed to all municipalities in Ontario.

Yours truly,

A handwritten signature in blue ink, appearing to read "Alison Collard".

Alison Collard  
 Clerk

Attach.



"Brenda Brunt"  
<bbrunt@southdundas.com>

04/26/2016 08:36 AM

Please respond to  
<bbrunt@southdundas.com>

To <rhunter@southdundas.com>

cc

bcc

Subject FW: RED Program

Good Morning:

Please find attached a resolution that was passed by Council of the Municipality of South Dundas at their regular Council meeting held on April 19, 2016 for your Council's consideration and support.

The government of Ontario has suspended the current intake of applications to the Rural Economic Development (RED) program with plans to integrate it into the restrictive Jobs and Prosperity Fund. This will prevent the ability of rural municipalities to access funding for capacity building community economic development projects. Please see the attached list of projects that were eligible for funding under the RED program.

Thank you for your consideration!

**Brenda M. Brunt, CMO**

*Director of Corporate Services/Clerk*

Municipality of South Dundas

34 Ottawa Street, P.O. Box 740

Morrisburg, ON K0C 1X0

613.543.2673

[southdundas.com](http://southdundas.com)



RED Program Project List.pdf



RED Program Resolution.pdf

**MUNICIPALITY OF SOUTH DUNDAS**

34 Ottawa Street, P.O. Box 740  
 Morrisburg ON K0C 1X0  
 613.543.2673 | southdundas.com

**MOVED BY** *Debbie Allmon* **RESOLUTION NO** \_\_\_\_\_  
**SECONDED BY** *[Signature]* **DATE** April 19, 2016

WHERE AS in the 2016 Ontario Budget, the government of Ontario has suspended current intake of applications to the Rural Economic Development program and has indicated that it plans to integrate the program into the Jobs and Prosperity Fund.

WHERE AS the Jobs and Prosperity Fund is narrowly focused and is restricted to private sector organizations and industry partners, which prevents access to funding for rural municipalities and others who formerly benefitted from the Rural Economic Development Program. The emphasis on large projects that meet either of minimum \$5 million or \$10 million in eligible project costs thresholds, will significantly restrict benefits from this fund.

WHERE AS in contrast, the Rural Economic Development Program supported a number of capacity building projects including but not limited 'Business Retention and Expansion' and 'Downtown Revitalization' projects and Economic Development Strategic Planning projects for small rural municipalities who were looking to improve their local economy. Also of note is that because the Jobs and Prosperity Fund is not specifically designated for rural areas, that funds from this program will likely favour more urban areas of the province.

NOW THEREFORE BE IT ~~RESOLVED~~ <sup>5</sup> THAT THE Council of the Municipality of South Dundas asks the government of Ontario to reconsider the suspension of and the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that Rural Economic Development Program stays as an intricate funding program of the Province that will support capacity building and foster economic growth in rural municipalities in Ontario.


**MUNICIPALITY OF SOUTH DUNDAS**

34 Ottawa Street, P.O. Box 740  
 Morrisburg ON K0C 1X0  
 613.543.2673 | southdundas.com

-2-

BE IT FURTHER RESOLVED THAT this resolution be circulated to all municipal and regional councils in Ontario requesting that they endorse and support this resolution and communicate their support to the Premier and the Minister of Agriculture, Food and Rural Affairs.

☒ CARRIED    ☐ DEFEATED    ☐ DEFERRED

*Delegarde*  
 MAYOR

**Recorded Vote:**

Mayor Delegarde	_____
Deputy Mayor Locke	_____
Councillor St. Pierre	_____
Councillor Ewing	_____
Councillor Mellan	_____

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION  
OFFICE OF THE SECRETARY-TREASURER  
919 Fifth Street E., Fort Frances, ON P9A 1V3  
Ph. 274-8777 or 275-7311 e-mail: glennwtreftlin@hotmail.com**

**April 28, 2016**

**TO: ALL MUNICIPALITIES  
DISTRICT OF RAINY RIVER**

**FROM: Glenn Treftlin, Secretary-Treasurer, RRDMA**

---

**\* \* \* NOTICE \* \* \***

**The Rainy River District Municipal Association regular general meeting will be held Wednesday, May 18<sup>th</sup>, 2016 at 7:00 p.m. in the Devlin Community Hall in Devlin, Ontario.**

**Watch for the agenda to be distributed in the next week.**

**Agenda Highlights:**

**Minutes of the 25<sup>th</sup> AGM, January 30<sup>th</sup>, 2015 are to be accepted  
Treasurer's report for January 1 to April 30, 2016 is to be approved**

**The budget for 2016 is to be adopted**

**The 2016 rate per capita for member municipalities is to be set  
Request from NOMA for financial contribution**

**Other business -**

**Resignation from G. Treftlin, Secretary-Treasurer, effective  
September 30<sup>th</sup>, 2016**

**Guest speakers have been invited:**

**Kit Young-Hoon, Medical Officer of Health, NWHU**

**Jeff Wiume, MNRF (unconfirmed)**

**Joe Reynolds, R.R. District Stewardship (unconfirmed)**

**Ministry of Tourism,  
Culture and Sport**

Office of the Deputy Minister

9<sup>th</sup> Floor, Hearst Block  
900 Bay Street  
Toronto ON M7A 2E1  
Tel. 416-326-9326  
Fax: 416-314-7854

**Ministère du Tourisme,  
de la Culture et du Sport**

Bureau du sous-ministre

Édifice Hearst, 9<sup>e</sup> étage  
900, rue Bay  
Toronto ON M7A 2E1  
Tél. : 416 326-9326  
Téléc. : 416 314-7854



April 22, 2016

**MEMORANDUM TO:** Municipal Clerks and Chief Administrative Officers

**FROM:** Maureen Adamson  
Deputy Minister

**SUBJECT:** Update on Ontario's Culture Strategy

I would like to provide an update on Ontario's Culture Strategy. Last fall, the government launched Culture Talks to start a conversation with Ontarians about the value of culture in their lives and communities to help us develop the province's first Culture Strategy.

I'd like to thank those of you who helped us spread the word as well as those who participated in Culture Talks. We heard from thousands of participants and many municipalities who shared their ideas and thoughts on what culture means and the many ways they contribute to and take part in culture.

We now invite you to participate in the next stage of consultations by providing feedback on the key parts of the draft [Culture Strategy](#), and to share the draft strategy with your contacts who may be interested.

The strategy sets out a new vision for culture and identifies three overarching goals to strengthen culture in communities, fuel the creative economy and promote cultural engagement and inclusion. These goals are supported by strategies and actions to guide Ontario's support for culture so that it continues to grow and flourish in the years to come. The consultation period on the key parts of the draft strategy closes on Friday, May 13, 2016.

We would also like to let you know that we have posted [A Summary of What We Heard from Ontarians](#). This document is an overview of the first stage of consultations held from September 2015 to December 2015, in which we capture the key themes and ideas that emerged during the engagement process.

Our next step will be to review the feedback we receive on the draft strategy. We will then finalize the strategy and release it in June.

We look forward to receiving your feedback and continuing the conversation with Ontarians.

Sincerely,

*original signed by*

Maureen Adamson  
Deputy Minister  
Ministry of Tourism, Culture and Sport

**Ministry of  
Municipal Affairs  
and Housing**  
Municipal Services Division  
777 Bay Street - 16th Floor  
Toronto ON M5G 2E5  
Telephone: 416 585-6429  
Fax: 416 585-6445

**Ministère des  
Affaires municipales  
et du Logement**  
Division des services aux municipalités  
777, rue Bay, 16<sup>e</sup> étage  
Toronto ON M5G 2E5  
Téléphone : 416 585-6429  
Télécopieur : 416 585-6445



April 22, 2016

**MEMORANDUM TO:** Municipal Chief Administrative Officers, Clerks and Service Managers

**SUBJECT:** Proclamation of the *Infrastructure for Jobs & Prosperity Act, 2015*

---

I am writing to you on behalf of the Ministry of Economic Development, Employment and Infrastructure to advise you that the *Infrastructure for Jobs and Prosperity Act, 2015* will be proclaimed on May 1, 2016. The purpose of the Act is to establish mechanisms to encourage principled, evidence-based and strategic long-term infrastructure planning that supports job creation and training opportunities, economic growth, protection of the environment and design excellence.

Upon proclamation, the Government and Broader Public Sector entities covered by the Act will be required to consider statutory infrastructure planning principles when making infrastructure-related decisions.

Attached as Appendix A are the principles that planning and investment decisions should take into account. These include:

1. A long-term view as well as demographic and economic trends
2. Applicable budgets and fiscal plans
3. Clearly identified priorities
4. Continuation of the provision of core public services
5. Promotion of economic competitiveness, productivity, job creation and training
6. Ensuring health and safety of infrastructure workers
7. Opportunities to foster innovation
8. Evidence-based and transparent decisions
9. Existing plans and strategies such as policy statements and transportation plans
10. Promotion of accessibility for persons with disabilities
11. Designs that minimize environmental impact and are resilient to climate change
12. Use of acceptable recycled aggregates
13. Promotion of community benefits

As a matter of best practice, many entities are likely already considering these principles. Proclamation of the Act will formalize these requirements, making their application more consistent across entities in a manner appropriate to each entity's context.

The legislation does not immediately introduce any new formal reporting requirements. However, each entity is responsible to meet the legislated requirements and should be prepared to demonstrate compliance, if required.

Note: this memo should not be relied upon as a substitute for specialized legal or professional advice in connection with activities and decisions pertaining to infrastructure planning and investment. Independent legal or professional advice should be obtained when determining the interpretation and application of the Infrastructure for Jobs and Prosperity Act, 2015. Responsibility for decisions remains with the recipients of this letter.

If you have any questions or require further information, please contact your Municipal Services Office at 807-475-1651 or toll-free at 1-800-465-5027.

Your continued support is greatly appreciated.

Sincerely,

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

Elizabeth Harding  
Assistant Deputy Minister  
Municipal Services Division

Attachment

## Appendix A

### Infrastructure Planning Principles as provided for in the *Infrastructure for Jobs and Prosperity Act, 2015*

#### Principles

The Government, and every broader public sector entity, shall consider the following principles when making decisions respecting infrastructure:

1. Infrastructure planning and investment should take a long-term view, and decision-makers should take into account the needs of Ontarians by being mindful of, among other things, demographic and economic trends in Ontario.
2. Infrastructure planning and investment should take into account any applicable budgets or fiscal plans, such as fiscal plans released under the *Fiscal Transparency and Accountability Act, 2004* and budgets adopted under Part VII of the *Municipal Act, 2001* or Part VII of the *City of Toronto Act, 2006*.
3. Infrastructure priorities should be clearly identified in order to better inform investment decisions respecting infrastructure.
4. Infrastructure planning and investment should ensure the continued provision of core public services, such as health care and education.
5. Infrastructure planning and investment should promote economic competitiveness, productivity, job creation and training opportunities.
6. Infrastructure planning and investment should ensure that the health and safety of workers involved in the construction and maintenance of infrastructure assets is protected.
7. Infrastructure planning and investment should foster innovation by creating opportunities to make use of innovative technologies, services and practices, particularly where doing so would utilize technology, techniques and practices developed in Ontario.
8. Infrastructure planning and investment should be evidence based and transparent, and, subject to any restrictions or prohibitions under an Act or otherwise by law on the collection, use or disclosure of information,
  - i. investment decisions respecting infrastructure should be made on the basis of information that is either publicly available or is made available to the public, and
  - ii. information with implications for infrastructure planning should be shared between the Government and broader public sector entities, and

should factor into investment decisions respecting infrastructure.

9. Where provincial or municipal plans or strategies have been established in Ontario, under an Act or otherwise, but do not bind or apply to the Government or the broader public sector entity, as the case may be, the Government or broader public sector entity should nevertheless be mindful of those plans and strategies and make investment decisions respecting infrastructure that support them, to the extent that they are relevant. Examples of plans and strategies to which this paragraph may apply include,

- i. policy statements issued under section 3 of the *Planning Act*, and provincial plans as defined by that Act,
- ii. municipal water sustainability plans submitted under the *Water Opportunities Act, 2010*,
- iii. the Lake Simcoe Protection Plan established under the *Lake Simcoe Protection Act, 2008*, and
- iv. transportation plans adopted under the *Metrolinx Act, 2006*.

10. Infrastructure planning and investment should promote accessibility for persons with disabilities.

11. Infrastructure planning and investment should minimize the impact of infrastructure on the environment and respect and help maintain ecological and biological diversity, and infrastructure should be designed to be resilient to the effects of climate change.

12. Infrastructure planning and investment should endeavour to make use of acceptable recycled aggregates.

13. Infrastructure planning and investment should promote community benefits, being the supplementary social and economic benefits arising from an infrastructure project that are intended to improve the well-being of a community affected by the project, such as local job creation and training opportunities (including for apprentices, within the meaning of section 9), improvement of public space within the community, and any specific benefits identified by the community.

14. Any other principles that may be prescribed for the Government or the broader public sector entity, as the case may be.



ROMA Communications  
<romacommunicate@roma.on.ca>

04/28/2016 02:36 PM

To "Islomke@fort-frances.com" <Islomke@fort-frances.com>

cc

bcc

Subject ROMA Will Deliver a Stand Alone Municipal Conference in January 2017

For the past 16 years the Rural Ontario Municipal Association (ROMA) has partnered with the Ontario Good Roads Association (OGRA) to host the OGRA/ROMA Combined Conference each February.

We have valued this partnership. At the same time, we know there is frustration from all four corners of province and from rural municipalities of all sizes. We need to come together, harness this energy and ensure that we are heard. There is no doubt that rural Ontario needs its own forum to explore solutions and press for meaningful change. To that end, we have decided that ROMA will return to its roots by hosting its own, dedicated conference.

ROMA hosted its first rural municipal conference in 1934 and they were an important tradition for more than 65 years. By reviving this tradition, we believe rural priorities can be better aligned, better understood, and better addressed.

So, mark your calendars: **Sunday, January 29 to Tuesday, January 31, 2017 at the Sheraton Centre Toronto Hotel.**

As ROMA works to strengthen our voice and renew our focus on advocacy, we'll be reaching out to rural municipalities. Our goal is to develop a high-impact, three-day program that reflects your priorities and speaks to your needs.

Given the important work that OGRA does, particularly regarding rural transportation and public works, we look forward to OGRA's continued support for rural Ontario and cooperation between the two associations on matters of shared interest.

Please stay tuned for more information and opportunities for input. We look forward to charting this course with you.

Sincerely,  
Ron Holman, Chair  
Rural Ontario Municipal Association (ROMA)  
Mayor, Township of Rideau Lakes



## Rainy River District Social Services Administration Board

450 Scott Street  
Fort Frances, ON  
P9A 1H2

Ph: (807) 274-5349  
Fax: (807) 274-0678  
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

May 3, 2016

Head of Council & Members of Council  
CAOs & Staff – Rainy River District Municipalities  
Service Providers – Board Members & Staff  
Community Partners

Dear Representatives/Partners of the Rainy River District,

I would like to take this opportunity to invite you to the Annual General Meeting of the Rainy River District Social Services Administration Board to be held on:

**Thursday, May 19<sup>th</sup>, 2016 at 6:00 pm**

La Place Rendezvous  
Ojibway, Laverendrye or Lady Frances Meeting Room TBD  
700 Stewart Rd  
Fort Frances, ON.

I would ask that your Municipality, Board and staff, RSVP the total number of participants planning to attend by contacting Joanne Spence at [joannes@rrdssab.on.ca](mailto:joannes@rrdssab.on.ca) or by phone at 807-274-5349 ext. 240, prior to **Tuesday May 17<sup>th</sup>, 2016.**

I look forward to your attendance and the opportunity to discuss with you the current and future needs of our communities and district.

Sincerely,

Dan McCormick  
CAO, Rainy River DSSAB

cc: RRDSSAB Board



**Patrick Briere/Frances**

05/03/2016 01:51 PM

To Islomke@fort-frances.com

cc

bcc

Subject Fw: Smoke Free Champions Awards

Hey,

Here you go.

Patrick Briere, CPSO  
By-Law Enforcement Officer/Public Information Officer  
Town of Fort Frances  
www.fort-frances.com  
PH: 1-807-274-5323 ext. 255  
Fax: 1-807-274-8479

----- Forwarded by Patrick Briere/Frances on 03/05/2016 01:50 PM -----



**Daniel DePeuter**  
<Daniel.DePeuter@TBDHU.C  
OM>

03/05/2016 01:04 PM

To "pbriere@fort-frances.com" <pbriere@fort-frances.com>

cc

Subject Smoke Free Champions Awards

On behalf of the NW Tobacco Control Area Network, It's my pleasure to inform you that the Town of Fort Frances has been selected as a Smoke Free Champion. Please see below and attached letter for details.

[Click Here to RSVP](#)



**Daniel DePeuter**

Northwest Tobacco Control Area Network Coordinator


Thunder Bay District Health Unit | 999 Balmoral Street | Thunder Bay, ON P7B 6E7

☎ (807) 625-8816 | TF: 1-888-294-6630 | F: (807) 625-4824 | ✉ [daniel.depeuter@tbdhu.com](mailto:daniel.depeuter@tbdhu.com)



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message in error. Thank you. \*\* -- image001.png  RSVP Letter.pdf



Congratulations!

You have been nominated by one of your peers and selected as a 2016 Smoke-Free Champion by the Northwest Tobacco Control Area Network (NW TCAN! Thank you for all you have done to make Ontario a safer, healthier, and/or more tobacco-wise place to live and play!

In recognition of your good work, the Northwest Tobacco Control Area Network would like to present you with an award. There will be a presentation ceremony to be held at the Thunder Bay District Health Unit at 999 Balmoral Street on World No Tobacco Day, May 31st from 11:30am – 12:30pm, with a lunch to follow.

Please RSVP by clicking the link on the email invitation accompanying this letter by Friday, May 20th to let us know if you are able to attend the ceremony in person, or to provide us with the address to deliver your award if you are not able to attend. Please also note that if you wish to opt out of being recognized for this achievement, you may indicate it on the RSVP online form.

We sincerely thank you for all the amazing work you have done!

Daniel DePeuter

Northwest Tobacco Control Area Network Coordinator

TOWN OF FORT FRANCESMINUTESSESSION NO. #8April 18, 2016

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on April 18, 2016 from 8:00 a.m. to 8:39 a.m.

PRESENT: D. Kitowski Chair, W. Brunetta, Councillor

ALSO PRESENT: M. McCaig, CAO, R. Avis, L. Slomke, T. Rob Secretary

1. **Call to Order** - 8:06am  
Session 8
2. **Disclosure of pecuniary interest and the general nature thereof**  
- None
3. **Approval of Previous Committee Minutes**
  - 3.1 Approval of the April 4, 2016 meeting minutes  
- Approved as circulated
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**
  - 6.1 Resolution passed by the Town of Lakeshore re: Ontario Municipal Board Simplified Process  
- after a lengthy discussion about the OMB and current process, it is the recommendation of the Planning and Development Executive Committee that Council pass a motion similar to that provided from the Town of Aurora supporting a simplified OMB Process and OMB Reform.
7. **New Business**
  - 7.1 Award of RFP 16-PD-03 - A Telecommunications Firm for the replacement of the telephone systems in 8 Town faculties  
- The recommendation of the Planning and Development Executive Committee is to award the contract for the replacement of phone systems in 8 Town facilities to Teleco Landline of Thunder Bay.
8. **Outstanding Items**  
- None
9. **Information**  
- None
10. **Non-agenda Items**  
- None
11. **Adjourn / Next Meeting Date** - 8:39 am  
May 2, 2016

---

Executive Committee Chair

---

T. Rob, Chief Building Official

TOWN OF FORT FRANCESMINUTESSESSION NO. # 027April 18, 2016

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 April 18, 2016 from 10:30 a.m. to 11:22 a.m.

PRESENT: Ken Perry - Chairman, June Caul - Councillor, Jason Kabel - Manager of Community Services

REGRETS: John Albanese - Councillor

ALSO PRESENT: Jamie Davis - Northwestern Hockey Camp Canada

**1 CALL TO ORDER (Session # 027)**

K. Perry called the meeting to order at 10:35 am.

**2 APPROVAL OF AGENDA (Call for non-agenda items)**

- NIL

**3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF**

- NIL

**4 APPROVAL OF PREVIOUS COMMITTEE MINUTES**

4.1 Community Services Executive Committee Meeting - April 4, 2016 - **Approved as circulated.**

**5 ITEMS REFERRED FROM COUNCIL**

5.1 Northwestern Hockey Camp Canada Request - it was recommended to Mayor & Council to charge Northwestern Hockey Camp Canada the rate of \$110.00/hr + HST for their 2016 summer ice rental fee. It was also noted that we could work toward implementing a 3-5 year agreement with NHCC.

**6 NEW BUSINESS**

6.1 Museum Internships - The committee recommended to authorize the Museum to proceed with the Student Internship Position with Sir Sanford Fleming College with no financial cost to the Town and endorse the application to the Northern Ontario Internship Program

(NOIP) for one-year that will be funded 90% up to a maximum of \$31,500.

**7 NON-AGENDA ITEMS**

**8 INFORMATION**

8.1 Next meeting date - May 2, 2016

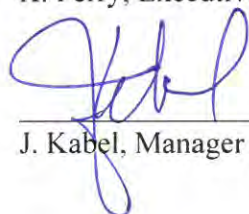
**9 OUTSTANDING ITEMS**

9.1 Community Transportation

**10 CLOSING**

There being no further matters before the committee at this time, the meeting was closed at 11:22 am.

  
K. Perry, Executive Committee Chair

  
J. Kabel, Manager of Community Services

TOWN OF FORT FRANCESMINUTESSESSION NO. #29April 19, 2016

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room on Tuesday, April 19, 2016 from 12:00 p.m.

PRESENT: Councillor Ken Perry, Councillor Paul Ryan and Councillor Wendy Brunetta

ALSO PRESENT: Mark McCaig, CAO, Dawn Galusha, Deputy Treasurer, Patrick Briere, By-Law Enforcement Officer, and Aaron Petrin, Human Resources Manager

REGRETS: Mayor Roy Avis

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
  - 2.1 Policy Review- Suggestion Awards Program (Policy 3.14)
  - 2.2 Financial Literacy Course report by Councillor Wendy Brunetta
3. **Disclosure of pecuniary interest and the general nature thereof**
4. **Approval of Previous Committee Minutes**
  - 4.1 The Committee considered the following resolution:  
Brunetta/Ryan: That the minutes of the previous meeting held on Tuesday, April 5, 2016 be approved as presented. CARRIED
5. **In-Camera**
6. **Items Referred from Council**
  - 6.1 Northwestern Hockey Camp Canada Request- The Committee agreed with the recommendation of the Community Services Executive Committee to approve a rate of \$110.00/hour plus HST for ice rental fees for Northwestern Hockey Camp Canada for their 2016 summer hockey school at Memorial Sports Centre as requested.
7. **New Business**
  - 7.1 P.O.A. Audited Financial Statement as at December 31, 2015- The Committee recommended the acceptance of the Provincial Offences- Fort Frances Court Services Area Trust Fund audited financials for the year ended December 31, 2015.
  - 7.2 O.P.P. Lease Agreement Audited Financial Statement as at December 31, 2015- The Committee recommended the acceptance of the O.P.P. Office Lease Agreement audited financials for the year ended December 31, 2015.
  - 7.3 Policy Review- Cell Phone Use (Policy 3.25)- The Committee recommended approval of the changes specified by the JHSC.
  - 7.4 Policy Review- Health & Safety Enforcement & Discipline (Policy 5.28)- The Committee recommended approval of the changes specified by the JHSC.
8. **Non-agenda Items**

- 8.1 Policy Review- Suggestion Awards Program (Policy 3.14)- The Committee recommended removing this policy altogether.
- 8.2 Financial Literacy Course Report- Councillor Wendy Brunetta provided an overview of the course.

**9. Outstanding Items**

- 9.1 Couchiching First Nations Water & Sewer Agreement
- 9.2 Elected Officials Remuneration By-Law No. 02/10-C Review (Fall)

**10. Information**

- 10.1 General Fund, Water & Sewer Funds & Capital Fund Financial Statements as at March 31, 2016
- 10.2 Administration & Finance Stats as at March 31, 2016
- 10.3 Municipal Tax Advisory Group re: Canadian Tire Appeals Update

**11. Adjourn / Next Meeting Date**

- 11.1 Tuesday, May 3, 2016

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Executive Committee Chair

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M. McCaig, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #008April 20, 2016

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on April 20, 2016 from 8:34 a.m. to 9:40 a.m.

PRESENT: Paul Ryan, Chairpeson, Doug Kitowski, June Caul, Mark McCaig, CAO and Doug Brown.

ALSO PRESENT: Mayor Roy Avis

**1. Call to Order**

The meeting was called to order at 8:34 a.m.

**2. Disclosure of pecuniary interest and the general nature thereof**

None

**3. Approval of Previous Committee Minutes**

3.1 Minutes from the meeting of this Committee on April 6, 2016 - the minutes were approved as circulated.

**4. Non-agenda Items**

None

**5. Items Referred from Council**

5.1 Request from Asselin Transportation & Storage Ltd. - the administration report was reviewed where it will be revised to the following:

- 1) That the rate per cubic meter of wastewater be set at \$18.33 where the user fee by-law is revised.
- 2) That administration prepare a letter of intent allowing wastewater from the New Gold Mine Camp to be transferred into the Town's wastewater collection system.

The revised report will be forwarded to Council for approval.

**6. New Business**

6.1 Request from Liane Toriseva, J.W. Walker Teacher for In-Kind GIS Services - the administration report was reviewed where the following recommendation will be added:

- 1) That the Town will provide assistance to Liane Toriseva, Elementary Teacher at J.W. Walker School and that her mapping and data information will be stored electronically by the Town and will be made available to other Teachers in the community if requested.
- 2) That the costs of preparing this GIS information be charged against the Council Public Relations budget.

The revised report will be forwarded to Council for approval.

- 6.2 March 2016 Drinking Water Systems Monthly Summary Report - the March Monthly Drinking Water Systems report was reviewed and will be forwarded to Council for approval. Councillor Caul would like the locations where the microbiological samples within the water distribution system are taken outlined in the monthly reports going forward.
- 6.3 Tender No. 16-OF-07 - Road Reconstruction, Watermain and Sewer Replacement Review of Liquidate Damages per day amount - see attached letter from Hatch Mott MacDonald - after a lengthy discussion it was agreed to revise the liquidated damages to \$3000.00 per day versus \$5000.00. Administration will contact Hatch to ensure addendum is issued prior to closing of the tender.

## 7. Information

- 7.1 Operations and Facilities Division - Environmental Area - Operations Statistics - January 2016 - the Environmental Operations Statistics for January 2016 were reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Operations and Facilities Division - Environmental Area - Operations Statistics - February 2016 - the Environmental Operations Statistics for February 2016 were reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Operations and Facilities Division - Environmental Area - Operations Statistics - March 2016 - the Environmental Operations Statistics for March 2016 were reviewed and will be forwarded to Council as information only. No action required.
- 7.4 Fort Frances Wastewater Treatment Facility March 2016 Monthly Report - the March 2016 OCWA Monthly Report for the Wastewater Treatment facility was reviewed and will be forwarded to Council as information only. No action required.
- 7.5 Sewer & Water Data for 2016 - updated March 31, 2016 - the Water and Sewer Data Spreadsheet for the period ending March 31, 2016 was reviewed and will be forwarded to Council as information only. No action required.

## 8. Adjourn / Next Meeting

The meeting was adjourned at 9:40 a.m.

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Executive Committee Chair

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D. Brown, manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESMarch 23, 2016

The meeting of the Rainy Lake Market Square Committee of the Town of Fort Frances was held in the Civic Centre- Committee Room on March 23, 2016 from 12:00 p.m. to 1:28 p.m.

**PRESENT:** Mark Caron, Dan Cousineau, John McTaggart, Kim Cornell, Geoff Gillon, Charleen Mallory, Ken Perry, June Caul,

**ALSO PRESENT:** Sherry George, Nathalie Donaldson, Mark McCaig, Travis Rob

1. **Call to Order** - 12:04pm
2. **Disclosure of pecuniary interest and the general nature thereof**  
- None
3. **Approval of Previous Committee Minutes**

- 3.1 Approval of the March 9, 2016 meeting minutes

Caul - Caron THAT the Rainy Lake Market Square Advisory Committee Approves the minutes of the March 9, 2016 meeting as amended

CARRIED

4. **New Business**

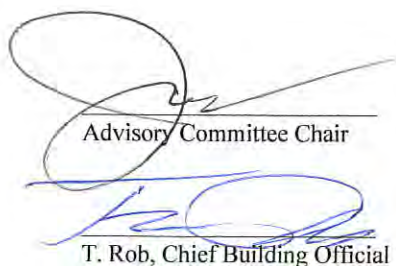
- 4.1 Ongoing Project Updates  
- The committee received an update on the project schedule and the anticipated next meeting date, being mid April.

5. **Outstanding Items**

- 5.1 Outcomes of the Public Consultation Event and Design phase - Conference Call with SMM  
- A further discussion was held regarding the idea of washrooms and the ability to utilize existing facilities at the Fort Frances Museum to satisfy the needs for public washrooms. A preliminary cost estimate was presented for the construction of a washroom structure and the drawbacks to this. The idea of utilizing the space for a fort was also further discussed. It was determined that the use of this space for a fort would require more in depth evaluation and consultation than can be completed during the timeline of this project but that if a group of residents proposed the idea of constructing a fort in Town to Council, it is something that would be considered.

6. **Information**

7. **Adjourn / Next Meeting Date** - 1:28pm



Advisory Committee Chair

T. Rob, Chief Building Official