

TOWN OF FORT FRANCES

AGENDA - October 11, 2016

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 049) 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:

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated September 29, 2016 from Fort Frances Volunteer Bureau: 4
Financial Request for Capital Upgrade
- will be referred to the 2017 Budget Process for consideration

3.3 Letter dated September 29, 2016 from Fort Frances Volunteer Bureau: 5 - 6
Financial Request for Operational Expenses
- will be referred to the 2017 Budget Process for consideration

3.4 Letter dated October 3, 2016 from Friends of the Fort Frances 7
Museum: Invitation to Fall Soiree & Fundraiser Gala
- will be referred to the Administration & Finance Executive
Committee for recommendation

3.5 Letter dated October 3, 2016 from Fort Frances Branch 29 Royal 8
Canadian Legion: Proclamation Request
- will be advised of Council's Proclamation

3.6 Letter dated October 4, 2016 from Sunset Country Metis: 9
Proclamation Request & Flag Raising
- will be advised of Council's proclamation and flag raising will be
scheduled through the Mayor's office.

3.7 Letter received October 4, 2016 from Royal Canadian Legion 10 - 11
Manitoba/NW Ontario Command: Advertising Opportunity in

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Military Service Recognition Book - will be referred to the Administration & Finance Executive Committee for recommendation	
3.8 Letter received October 6, 2016 from CUPE Local 65: Donation Request - will be referred to the Administration & Finance Executive Committee for recommendation	12
4. <u>Approval of Council Minutes: *</u>	
4.1 Session 048, September 26, 2016	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session 070, September 26, 2016	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
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10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	



FORT FRANCES VOLUNTEER BUREAU

Your Volunteer Head Quarters



located in the F.F. Train Station

Ph: 807 274 9555

Fx: 807 274 5456

September 29, 2016

Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 3B8



Dear Council Members,

I thank you for the opportunity to submit a request for assistance from the Town of Fort Frances for consideration regarding The Fort Frances Volunteer Bureau building, in particular, the roof. The building is sound and is a good size for different events and programs such as the Income Tax Program. We have offices that are rented which help some with operational costs as well, however, we are requesting assistance in some funding to help us repair the roof and keep it as a viable building for the community.

The roof is badly in need of replacing and we are working towards that goal. We have raised \$2000. at this time and continue to do this but some assistance from the town would help in possibly replacing the shingles on the worst half for this year and replace some boards that need replacing before too much damage is done that make it beyond repair.

Any assistance the Town of Fort Frances could give us towards this end will help save this building for the community.

Thank you for your consideration.

Sincerely

Gail Beyak

Co-ordinator,

Fort Frances Volunteer Bureau



FORT FRANCES VOLUNTEER BUREAU

Your Volunteer Head Quarters



located in the F.F. Train Station

Ph: 807 274 9555

Fx: 807 274 5456

September 29, 2016

Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 3B8



Dear Council Members,

I thank you for the opportunity to submit a request for assistance from the Town of Fort Frances for consideration regarding our payments of Property Tax. Being we are a Non-profit charity organization it would help us greatly if we were able to be exempt or pay a reduced rate on the Property Tax.

Another request we would like to submit would be for some operational assistance for programs we are trying to run for the Community. Assistance of \$1,000.00 would help with this and operational costs it takes to run these.

We recently Co-ordinated the Terry Fox run with Joey Payer. It was due to his help and the most generous response of Businesses in the Community that we were able to do this and keep this Charitable Cause going in this Community which many citizens relate to every day. We raised over \$4000.00 for Cancer research.

We also run the income tax program for those people who require assistance with Income Tax and have an annual income under \$25,000. Both of these items have no financial assistance that comes with the running of the programs, however, we see them as being beneficial to our community.

We also assist those in need when we can with assistance of a general nature or refer them to the Agency we feel can best support them.

Our other area of need is in construction of a walkway so that the furnaces situated on the roof can be maintained and the gas company will be able to allow us to run them again. The walkway is required for safety reasons. Our heating costs are prohibitive and even the assistance of \$3,000.00 would help to make this happen and cut operational costs for the building.

140 Fourth Street West, Suite 1, Fort Frances, ON, P9A 3B8

We would surely be thankful for any assistance on any of these items that Council would be able to provide support on so that we may continue to assist the Community.

Sincerely



Gail Beyak

Co-ordinator,

Fort Frances Volunteer Bureau

October 3rd, 2016

Dear Mayor Roy Avis & Council,

The Friends of the Fort Frances Museum would appreciate your attendance at its fifth-annual fall soirée and fundraiser gala on Thursday, November 3rd at the Fort Frances Museum & Cultural Centre.

The gala, which will take place from 6:30 pm to 9:30 pm, will be an exciting event featuring live music from the Rainy Lake Orchestra, auctions, games, and socializing with wine, cheese, and hors d'oeuvres.

Tickets cost \$30 in advance and \$35 at the door.

Tickets are available at the Fort Frances Museum & Cultural Centre and From the Grind Up.

They also can be reserved by calling 274-7891 or emailing museumcoordinator@fortfrances.ca.

This year's theme is Night at the Museum. As the museum will be in between exhibits, volunteers will pay homage to the film by creating their own interactive displays. We encourage guests to come dressed as their favourite historical character, but museum patrons with open wallets are also welcome!

Friends of the Museum is a non-profit group of volunteers which has been working over the past five years to raise funds for "extras" at the museum which go beyond its annual operating budget.

Each year, our gala grows in popularity and profit.

We truly appreciated attendance by Council and Town staff at our event last fall, and urge you to attend our fall soirée again on November 3rd.

Sincerely,

Sarah Marusyk

A/President,

Friends of the Fort Frances Museum



FORT FRANCES BRANCH 29, MANITOBA AND NORTHWESTERN
ONTARIO COMMAND

The Royal Canadian Legion

Box 819, 250 Church Street
Fort Frances, ON
P9A 3N1

Office Phone 807-274-0129 Lounge Phone 807-274-5462

Kitchen Phone 807-274-3772 Fax # 807-274-6740

e-mail: rcl29@bellnet.ca

Comrade Ray Watson
PRESIDENT

Veronica Davis
OFFICE MANAGER/Bookkeeper

October 3, 2016

Town of Fort Frances
320 Portage Ave.
Fort Frances, ON
P9A 3P9

ATTN: Lisa Slomke

Dear Ms. Slomke:

Re: Proclamation Request

I am writing on behalf of the Fort Frances Royal Canadian Legion in regard to Poppy Week. As November 11th approaches, we at the Legion begin our preparation of poppy selling and cenotaph activities.

In honor of our Legion, the week of November 7th - 11th has been designated "Poppy Week" and we are hoping the Town will make a proclamation in the paper as well as a photoshoot to make it public.

We are also asking permission from the Town (and businesses) to sell poppies on the corners of Scott Street.

Please contact me at the above number or by e-mail if you have any questions. Thank you in advance for your consideration.

Sincerely,

Veronica Davis
Office Manager





Sunset Country Métis

October 4th, 2016

Dear Mayor and Council,

The Sunset Country Métis Community Council would like to request that the week of **November 14th to November 18th, 2016** be proclaimed as *Louis Riel Week*.

Louis Riel was the great Métis leader executed by the Canadian government on November 16th, 1885 for leading the Northwest Resistance in defense of Métis rights and the Métis way-of-life. Our community celebrates Louis Riel Day every year to recognize the many contributions of the Métis to Canada and to highlight the continuing struggles that Métis continue to face.

We hope to raise the Métis flag in the morning of Wednesday, November 16th with the presence of local citizens, Sunset Country Métis Council Members, Mayor Avis and/or members of Fort Frances Town Council.

Please feel free to contact me to make the necessary arrangements. Sunset Country Métis Council can provide a flag for the ceremony.

I will be in touch with local media once details have been confirmed.

Thank you so much for your time and continued support.

Sincerely,

Sarah Marusyk

Youth Representative, Sunset Country Métis Community Council

(807) 276-4481

sarahmarusyk@gmail.com



The Royal Canadian Legion Manitoba/NW Ontario Command

“Military Service Recognition Book”

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Manitoba/NW Ontario Command** and the local **Veterans**. Please consider this our written request for your support as per our recent telephone conversation.

Our **Command** is very pleased to be printing our **“Military Service Recognition Book”**, which is designed to recognize and honour many of **Manitoba/NW Ontario’s** brave **Veterans** on an individual basis who have served our Country so well in the past three major world conflicts (WW1, WW2 and the Korean War) and recent conflicts such as Afghanistan. This publication will go a long way to help our Legion in our role as the **“Keepers of Remembrance”**.

It will be distributed to school and university libraries, Legion branches, and many other public facilities in Manitoba and NW Ontario.

We would like to have your organization’s support for this milestone project of our **Manitoba/NW Ontario Command Legion**, by purchasing an advertisement space in our **“Military Service Recognition Book”**. Proceeds raised from this important project will allow us to make this unique publication available throughout the Province and will also benefit the many ongoing community activities of our Legion Command including **Scholarships, Youth Sponsored Programs** and, of course, our ongoing tireless support for **Manitoba/NW Ontario’s Veterans** and their dependants.

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be sincerely appreciated. For further information please contact our **Manitoba/NW Ontario Command Military Service Recognition Book Office** toll free at **1-855-559-5056**.

Thank you for your consideration and/or support.

Sincerely,

Mel Willis

President

The Royal Canadian Legion Manitoba/NW Ontario Command

**The Royal Canadian Legion
Manitoba/NW Ontario Command
“Military Service Recognition Book”
Advertising Prices**

<u>AD SIZE</u>	<u>PRICE</u>	<u>GST</u>	<u>TOTAL</u>
Full Color Outside Back Cover	\$1,423.81	+ \$71.19	= \$1,495.00
Inside Front/Back Cover (Full Colour)	\$1,233.33	+ \$61.67	= \$1,295.00
2 Page Full Colour Spread	\$1,890.50	+ \$99.50	= \$1,990.00
Full Page (Full Colour)	\$947.62	+ \$47.38	= \$995.00
Full Page	\$757.14	+ \$37.86	= \$795.00
½ Page (Full Colour)	\$566.67	+ \$28.33	= \$595.00
½ Page	\$471.43	+ \$23.57	= \$495.00
¼ Page (Full Colour)	\$376.19	+ \$18.81	= \$395.00
¼ Page	\$280.95	+ \$14.05	= \$295.00
1/10 Page (Business Card Full Colour)	\$214.29	+ \$10.71	= \$225.00
1/10 Page (Business Card)	\$185.71	+ \$9.29	= \$195.00

G.S.T. Registration # 107933665RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of the Military Service Recognition Book will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation.



PLEASE MAKE CHEQUE PAYABLE TO:

MB/NW Ontario Command
The Royal Canadian Legion
(MB RCL)
P.O.Box 1967 Stn. Main
Winnipeg, MB R3C 3R2
Tel (Toll Free): 1-855-559-5056





To Whom It May Concern,

The Retirement Planning Committee for CUPE 65 would appreciate it if you and your business would consider donating a gift for our annual Retirement Dinner and Dance. This is an annual event we have held for several years to honour our retirees who come from Fort Frances, Atikokan, Sioux Lookout, Dryden, Rainy River, Emo and all communities in between.

We thank you for considering our request as you probably receive similar requests. Any donation would be greatly appreciated to enable us to have some special draws for the evening, which will be held at the Royal Canadian Legion, Branch #29, in Fort Frances on November 19, 2016. We would appreciate it if you would please inform us of your decision by November 1, 2016.

The contact people are: Tracy Bourassa
276-2042

Cathy Tucker
276-5165
274-1812

Margie Gibson
275-8458
274-6027

Please leave a message if there is no answer and we will respond as soon as possible.

Once again, thank you very much for taking the time to address our request.

Sincerely,

Cathy Tucker
Tracy Bourassa
Margie Gibson

Tracy Bourassa
Cathy Tucker
Margie Gibson
On behalf of the CUPE 65
Retirement Planning Committee 2016

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(Being a by-law to approve an employment agreement with Tyler Moffitt and for his appointment as Fire Chief and Community Emergency Management Coordinator for the Town of Fort Frances)

WHEREAS on September 26, 2016, Council approved a report from the Human Resources Manager with regard to an employment agreement with T. Moffitt for his hiring as Fire Chief and Community Emergency Management Coordinator for the Town of Fort Frances.

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

1. That the contract of employment with Tyler Moffitt in the form attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
2. That effective October 11, 2016, Tyler Moffitt is appointed to the office of Fire Chief and Community Emergency Management Coordinator;
3. That Town of Fort Frances By-Law No. 15/11 is hereby repealed.

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 11th day of October 2016.

R. Avis, Mayor

E. Slomke, Clerk

Administration & Finance Division
Planning & Development Division
Phone: 807-274-5323
Fax: 807-274-8479

Mailing Address for All Divisions:
Civic Centre
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Operations & Facilities Division
Phone: 807-274-9893
Fax: 807-274-7360

Community Services Division
Phone 807-274-4561
Fax: 807-274-3799

email: town@fortfrances.com
www.fort-frances.com

September 18, 2016

Tyler Moffitt

Dear Mr. Moffitt:

I am pleased to confirm that a recommendation will be made to Council on September 26 that you be appointed to the position of Fire Chief/Community Emergency Management Coordinator, effective October 11, 2016.

Your starting salary of \$ per annum is based on 2015 rates, which are subject to an inflationary increase in 2016. All subsequent performance-based salary increases will be in accordance with the Town's Performance Appraisal Policy.

You will be entitled to of vacation in 2016, and of vacation effective January 1, 2017. Your vacation entitlement will increase to on January 1, and any subsequent increases will be in accordance with the Town's Management/Non-Union Benefits Policy

There will be a one-year probationary period for this position, and your performance will be reviewed semi-annually by the Chief Administrative Officer during the first year of your employment.

Congratulations on your accomplishment, Tyler! If you have any further questions, please feel free to contact me.

Best regards,

A. Petrin

Aaron Petrin
Human Resources Manager

cc supervisor, payroll, personnel file

Accepted and agreed to as above, by the undersigned:

Tyler Moffitt _____ *SEPT 19, 2016*
Tyler Moffitt Date



This AGREEMENT made in duplicate this day _____
BETWEEN:
THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")
- and -
Tyler Moffitt

WHEREAS:

1. The Town requires a Fire Chief/Community Emergency Management Coordinator to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Tyler Moffitt has applied to the Town for the position of Fire Chief/Community Emergency Management Coordinator and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Tyler Moffitt as Fire Chief/Community Emergency Management Coordinator;

NOW THEREFORE: The Town of Fort Frances and Tyler Moffitt (the "Parties") agree as follows:

1. In this Agreement and any schedules attached to it the word:
 - a) "Duties" shall mean and include the work duties and otherwise to be performed by Tyler Moffitt for and during the Term (as "Term" is defined in paragraph 1(c) of this Agreement) as set out in Schedule "A" attached to and forming part of this Agreement (Schedule "A");
 - b) "Entity" means any person, corporation, government agency or otherwise;
 - c) "Term" means the period commencing October 11, 2016, subject to paragraph 2 of this Agreement and;
 - d) "Total Payable" means, subject to paragraph 2(b) and 2(c) of this Agreement the total of any amounts payable by the Town to Tyler Moffitt as set out in Schedule "B" attached to and forming part of this Agreement (Schedule "B").
2.
 - a) Subject to paragraph 2(b) and 2(c) of this Agreement, the Town agrees to engage Tyler Moffitt to perform the Duties for the Term.
 - b) Notwithstanding anything contained in this agreement Tyler Moffitt may terminate this agreement by giving the Town thirty (30) days' written notice. Upon receipt of such notice, the Town at its sole discretion, may, by notice in writing, specify an earlier termination date, however, regardless of the termination date Tyler Moffitt shall be paid the outstanding portion of salary, benefits, vacation and perquisites to equal thirty (30) days' notice.
 - c) The Town may terminate this agreement without cause, upon giving Tyler Moffitt the following:

- i. the Town shall provide Tyler Moffitt thirty (30) days written notice; and
 - ii. any accrued and unpaid base salary (subject to normal withholding and other deductions) to the effective date of termination of his employment, plus any vacation pay statutorily due and owing; and
 - iii. the Town shall pay to Tyler Moffitt, the greater of, a salary continuance equivalent to three (3) months of his base salary, bonus and perquisite payment, less any applicable statutory deductions OR *Employment Standards Act, 2000* entitlements; and
 - iv. the Town shall continue to provide benefit coverage for Tyler Moffitt for the statutory notice period subject to the terms of the applicable benefit(s) plans.
- d) The Town may terminate this agreement with cause. Notwithstanding anything contained in this Agreement, the Agreement and the employment of Tyler Moffitt may be terminated for just cause without notice or payment in lieu of notice. In such a case, the Town shall have no further obligation to Tyler Moffitt except for payment of all amounts due and owing up to the date of the termination.
- e) Tyler Moffitt acknowledges and agrees that:
 - i. the notice period set out in paragraph 2(c) of the Agreement is sufficient and reasonable; and
 - ii. payment by the Town as provided for in paragraph 2(c) shall be in full and final settlement of any and all claims, demands, actions and suits whatsoever including at common law which Tyler Moffitt has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Tyler Moffitt further agrees, that if required by the Town, he will sign a release in favour of the town; and
 - iii. if he has performed or commenced the duties prior to his execution of this Agreement, such performance, commencement or otherwise shall in no way affect the validity, enforceability or otherwise of this Agreement.

3. Tyler Moffitt:

- a) shall perform the Duties and obligations under this Agreement, as he has indicated he can, to the satisfaction of the Town and in accordance with Town policies and procedures;
- b) acknowledges that as Fire Chief/Community Emergency Management Coordinator he will acquire information about certain matters and things which are confidential to the Town, its employees and persons with whom the Town has *bona fide* business dealings. Tyler Moffitt agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Town.
- c) shall not, directly or indirectly, engage in any business, commercial or professional activity without the written consent of the Town which shall determine, in its absolute discretion, whether such

activity interferes with the business of the Town or with the performance of duties by Tyler Moffitt hereunder;

- d) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make comment to Town employees, or members of the public which are derogatory towards the Town;
- e) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make or contribute to commentary on social media which is derogatory towards the Town;
- f) shall be required to act in accordance with his obligations under this Agreement;
- g) has been advised to consult his solicitor as to this Agreement and the matters contained in it, prior to execution of this Agreement, if he so desires;
- e) agrees that he has entered into and executed this Agreement of his own free will, without coercion, influence of any kind, or otherwise by or on behalf of the Town, its employees or agents or otherwise.

4. It is understood and acknowledged by Tyler Moffitt that:

- a) Tyler Moffitt's work and performance of the duties, is and shall be subject to review, criticism and otherwise by the Town;
- b) The Town may require, and Tyler Moffitt shall provide, reports and otherwise as to the progress, performance and otherwise of his/her obligations under the Agreement and otherwise; and
- c) The Town shall not be in any way liable to Tyler Moffitt or anyone on his behalf or otherwise in respect of any decision made, action taken, or otherwise, by the Town pursuant to or under paragraphs 2(c), 4, or otherwise, of this Agreement.

5. Should any provision or any part thereof of this Agreement be illegal or not enforceable, such provisions or part thereof shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.

6. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, (iii) sent prepaid by telecopy, fax or similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Town:

Attention: Chief Administrative Officer
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9

And in the case of Tyler Moffitt, as follows:

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

7. This agreement and everything contained in it shall endure to the benefit and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be of each of the Parties.
8. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
9. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Town and Tyler Moffitt.
10. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
11. The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.
12. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

SIGNED AT FORT FRANCES this day: _____

IN WITNESS THEREOF (THE CORPORATION OF THE TOWN OF FORT FRANCES)

(Mayor)

_____ { AND }
(Clerk)

(Tyler Moffitt)

This is Schedule "A" ATTACHED TO AND FORMING
PART OF THE Agreement made between
The Corporation of the Town of Fort Frances and
Tyler Moffitt

Dated: _____

The duties of Tyler Moffitt shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated September 18, 2016 and the Position Description.
2. Such further and other duties, work and otherwise as assigned, directed and otherwise by the Town.

This is Schedule "B" ATTACHED TO AND FORMING
PART OF THE Agreement made between
The Corporation of the Town of Fort Frances and
Tyler Moffitt

Dated: _____

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Tyler Moffitt for the Duties as follows:

- a) Bi-weekly based on an annual remuneration of \$ _____ plus fringe benefit package as directed by the Town in its sole absolute and unfettered discretion in keeping with benefit packages received by management personnel of the Town of Fort Frances.



POSITION DESCRIPTION

POSITION TITLE:	Fire Chief/Community Emergency Management Coordinator (CEMC)
GENERAL SUPERVISOR:	Chief Administrative Officer
EMPLOYEE GROUP:	Management/Non-Union

Position Summary

- The incumbent is responsible for the operation of municipal emergency services, including fire protection, emergency management coordinator, and mutual aid programs

Direction Received

- The incumbent reports to the Chief Administrative Officer and is responsible for discharging the duties of the position with minimal supervision
- The incumbent is directed by administrative and operating policies established by Council
- The incumbent is directed by provincial standards and regulations

Direction of Others

- Presently reporting to the Fire Chief is a complement of five (5) full-time firefighters, and up to twenty-four (24) volunteer firefighters
- In the future, the exact staffing level for both the full-time firefighters and the volunteer firefighters may be adjusted in the circumstances as determined by the Town
- The incumbent is responsible for preparing work schedules, establishing reporting procedures, approving leave requests, and authorizing overtime

Revenue, Asset and Expenditure Scope

- Annual Budget: \$0.9M
- Assets \$2.1M

General Responsibilities

- Responsible for the day to day supervision of municipal emergency services
- Prepares duty roster, prioritizes tasks, equipment, gear, and apparatus inspections
- Responsible for the planning, scheduling and delivery of staff training
- Works with Operations and Facilities to request repairs and services of hydrants
- Discharges the duties and responsibilities of an incident commander at major emergency scenes
- Completes notifications and reports as required by Provincial and Federal Statute
- Promotes and facilitates public education and public media relations
- Ensures appropriate interpretation and application of legislation, codes and by-laws
- Ensures that fire department systems and programs are developed and implemented
- Advises Council on strategic issues associated with emergency and related services
- Ensures the development of fire department personnel
- Facilitates effective labour management relations
- Establishes and implements departmental planning processes
- Coordinates emergency plans for the community control group and provides the necessary training for agencies
- Consults with and makes recommendation for equipment requirements for the community control group
- Reviews annually and recommends any policy changes to the emergency plan
- Plans and delivers training exercises for the various response and emergency groups
- Works with the Ontario Fire Marshals Office to stay current and well informed on new techniques and technical changes
- Prepares annual budgets and approves expenditures within established guidelines
- If so appointed by the Fire Marshal of Ontario, carry out all duties of a Fire Coordinator as per the F.P.P.A.
- Other related duties as assigned

Education and Qualifications

- Preference will be given to individuals who possess a College Diploma or University Degree in Public Administration, Management, Fire Science, or a related field
- NFPA Certification as a Fire Officer III or equivalent. Preference will be given to a candidate with Fire Officer IV certification
- Certification as a Community Emergency Management Coordinator or the ability to obtain the certification within one year
- NFPA Certification as a Fire Inspector II or equivalent
- NFPA Certification as a Fire Investigator or equivalent
- NFPA Certification as a Fire Instructor II or equivalent
- NFPA Certification as a Public Educator or equivalent
- NFPA Certification as an Incident Safety Officer or equivalent
- Six (6) to ten (10) years related experience at a senior level
- Demonstrated leadership, strategic planning, administration and managerial skills
- Inter-personal and oral/written communication skills
- Strong computer/technology skills and aptitude
- Demonstrated community involvement

- Knowledge of fire service legislation, codes and procedures
- Knowledge of emergency management legislation
- Demonstrated success in change management techniques in a complex environment

Effort

- Continuous concentration is required in the preparation of reports, schedules, with occasional interruptions by staff and telephone calls.
- Participation in fire and rescue operations involves a full spectrum of physical effort. Muscular exertion is required to lift, carry, and move equipment, materials and victims in excess of 100 pounds and over 20 feet.

Working Conditions

- The incumbent is required to work a minimum of 40 hours per week, on a flexible schedule, as the job requires primarily during regular business hours. Out of town travel averages 20 days per year. Additional hours average 20% in excess of regular hours due to emergency call out.
- Approximately 90% of the day is in private office with remaining time travelling or in educational setting.
- As a fire and rescue team member the incumbent is occasionally exposed to risks, heights of 25 to 50 feet and a variety of hazards, chemical substances, toxic fumes, explosion, fire and flames, electrical shock, radiation, etc. for long periods of time.

Conditions of Employment

- Must possess a valid Ontario Class 'DZ' Driver's License (or equivalent)
- Must provide a satisfactory Vulnerable Sector Check

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 Agriculture, Food and Rural Affairs through its Ontario Community Infrastructure Fund)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund (OCIF) to provide stable funding to address infrastructure needs, to strengthen asset management practices and to help small communities with long-term financial support which will address critical infrastructure challenges;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of an Application Based Component and a Formula-Based Component with the Formula-Based Component of OCIF being based on a municipality’s local fiscal circumstances; and

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 of Agriculture, Food and Rural Affairs, 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 11th day of October 2016.

R. Avis, Mayor

E. Slomke, Clerk

ONTARIO COMMUNITY INFRASTRUCTURE FUND FORMULA-BASED COMPONENT AGREEMENT

BETWEEN:

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

(the “**Province**”)

– and –

The Corporation of the Town of Fort Frances

(the “**Recipient**”)

BACKGROUND

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

The Ontario Community Infrastructure Fund is composed of two components: (1) the Application-Based Component; and (2) the Formula-Based Component. The Formula-Based Component of the Ontario Community Infrastructure Fund is based on a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of fifty thousand dollars (\$50,000.00).

The Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

- Schedule “A” – General Terms And Conditions,
- Schedule “B” – Additional Terms And Conditions,
- Schedule “C” – Operational Requirements Under The Agreement,
- Schedule “D” – Eligible Project Categories,
- Schedule “E” – Eligible And Ineligible Costs,

Schedule “F” – Financial Information,
 Schedule “G” – Aboriginal Consultation Requirements,
 Schedule “H” – Communications Protocol, and
 Schedule “I” – Reports,

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

2.0 COUNTERPARTS

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

3.0 AMENDING AGREEMENT

- 3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Ontario Community Infrastructure Fund – Formula-Based Component, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of any Projects to which Funds are directed through recourse to a third party, arbitrator, tribunal or court.

5.0 IMPACT OF RECEIVING FUNDING UNDER THIS AGREEMENT ON ANY EXISTING ONTARIO COMMUNITY INFRASTRUCTURE FUND FUNDING COMPONENT AGREEMENT

- 5.1 The Recipient acknowledges and agrees that if the Recipient receives Funds under this Agreement, the Recipient will be ineligible to receive any additional funds under any existing Ontario Community Infrastructure Fund Formula-Based Component agreement that it may

have with the Province. By way of example only, if the Recipient has an existing Ontario Community Infrastructure Fund Formula-Based Component agreement with the Province and was eligible to receive Funds for 2017 under that existing Ontario Community Infrastructure Fund Formula-Based Component agreement and receives Funds for 2017 under this Agreement, the Recipient is not eligible to receive any Funds for 2017 under its existing Ontario Community Infrastructure Fund Formula-Based Component agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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

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

Name:	Randy Jackiw	Date
Title:	Assistant Deputy Minister	

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

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:	<i>Insert Name</i>	Date
Title:	<i>Insert Position</i>	

**AFFIX CORPORATE
SEAL**

Name:	<i>Insert Name</i>	Date
Title:	<i>Insert Position</i>	

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

“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*.

“Additional Terms and Conditions” means the terms and conditions referred to in section A9.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

“AGA” means the *Auditor General Act*.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“Allocation Notice” means the notice that the Recipient received from the Province setting out the amount of Funds the Recipient is eligible to receive from the Province for the Funding Year in which the notice was issued. The “Allocation Notice” also includes the proposed allocation of Funds that the Recipient is eligible to receive for the following two Funding Years (although these proposed allocations are subject to change).

“Annual Financial Report” means the report that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

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

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

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

“Conflict Of Interest” includes any circumstances where:

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

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that may be submitted by the Recipient for the Province’s consideration as an Eligible Cost.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1.1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 15.1 of Schedule “A” this Agreement.

“Expiry Date” means the date on which this Agreement will expire, as set out under section C1.2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, 1990*.

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

“Funding Year” means the period commencing January 1st of one calendar year and ending December 31st of the same calendar year.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement, as set out in an Allocation Notice or Revised Allocation Notice issued under this Agreement each Funding Year.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2.1 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A3.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking:

- (a) Described in the Project Information Form the Province provides to the Recipient pursuant to this Agreement; and
- (b) Approved by the Province.

“Project Information Form” means the form that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

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

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds 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 legislative provisions, the *BPSAA*, the *PSSDA*

and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Revised Allocation Notice” means an Allocation Notice that the Province issues that alters an Allocation Notice that the Province previously issued.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiry Date unless terminated earlier pursuant to Articles A13, A14 or A15 of this Agreement.

- A1.3 Conflict.** Subject to section A9.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out any Projects to which it directs any of the Funds being provided under this Agreement and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Projects to which it directs the Funds;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

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

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

- A2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

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

- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A2.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees 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 undertaking any Project to which Funds are directed or to meet any other term or condition under this Agreement.

A2.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article A2 of this Agreement.

A2.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A2.1, A2.2, A2.3 or A2.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE A3 FUNDS AND CARRYING OUT THE PROJECT

A3.1 Funds Provided. The Province will:

- (a) Provide the Recipient up to the amount of Funds set out in the Allocation Notice for each Funding Year during the Term of this Agreement for the sole purpose of carrying out one or more Projects;
- (b) Provide the Funds to the Recipient in accordance with Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A3.2 Limitation On Payment Of Funds. Despite section A3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds set out in an Allocation Notice or Revised Allocation Notice to the Recipient in any Funding Year until:
 - (i) The Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2 of Schedule "A" of this Agreement,
 - (ii) The Recipient has submitted to the Ministry of Municipal Affairs any outstanding financial information returns by December 31st of each calendar year,

- (iii) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs all outstanding reporting under any other Ontario Community Infrastructure Fund contribution agreement, and
 - (iv) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs a copy of their asset management plan and any subsequent updates by December 31st of each calendar year if not previously submitted;
- (b) The Province is not obligated to provide any instalments of Funds set out in an Allocation Notice to the Recipient in any Funding Year until the Province is satisfied with the progress of the Project;
- (c) The Province may, acting reasonably:
 - (i) Adjust the amount of Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice, and/or
 - (ii) Adjust the amount of Funds the Province actually provides to the Recipient in any Funding Year, and/or
 - (iii) Hold all or a portion of the Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice
 based upon the Province's assessment of the information provided by the Recipient pursuant to Article A7 of Schedule "A" of this Agreement; and
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A14.1 of Schedule "A" of this Agreement.

A3.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward Projects that fall within the category of projects set out under section D1.1 of Schedule "D" of this Agreement;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A3.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus the Interest Earned in trust for the Province until the Recipient needs the Funds for the Projects.

A3.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A3.6 Funds For Funding Year Limited To Amount Set Out In Allocation Notice Or Revised Allocation Notice. The Recipient acknowledges and agrees that the Funds available to it for a Funding Year will not exceed the amount set out in the Recipient's Allocation or Revised Allocation Notice for that Funding Year.

A3.7 Recipient May Save Funds From One Funding Year To Use In Later Funding Years.

The Recipient may save any Funds that it receives in one Funding Year, including any interest earned thereon, for use in later Funding Years. Where the Recipient saves Funds from one Funding Year to use in later Funding Years, the Recipient will be deemed to have spent any Interest Earned first, followed by the principal.

A3.8 Saved Funds From One Funding Year Must Be Spent Within Five Funding Years Of The Year The Funds Were Allocated.

Despite anything else in this Agreement, the Recipient will spend any Funds, including any interest earned thereon, that it received and has saved within five (5) Funding Years in which those Funds were received. By way of example only, if a Recipient received Funds from the Province in 2017 and decided to save those Funds, the Recipient must spend those Funds, including any interest earned thereon, by December 31, 2021. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A3.8 of the Agreement, those saved Funds, including any Interest Earned thereon, will be returned to the Province.

A3.9 Transfer Of Funds. The Recipient may transfer Funds provided under this Agreement to another entity provided the following is met:

- (a) The transfer of Funds is for a Project that is set out under section D1.1 of Schedule "D" of this Agreement;
- (b) The Project is in both the Recipient and the other entity's asset management plan; and
- (c) The entity receiving the Recipient's Funds must be eligible to receive those Funds.

A3.10 Funds May Be Used For Projects Under Other Federal Or Provincial Funding Programs.

The Recipient may use the Funds being provided under this Agreement for projects covered under other provincial or federal funding programs provided the following is met:

- (a) The project is also a Project that is set out under section D1.1 of Schedule "D" of this Agreement; and
- (b) The other provincial or federal funding program allows for Funds being provided under the Ontario Community Infrastructure Fund to be used toward a project under that other provincial or federal funding program.

A3.11 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

ARTICLE A4

ABORIGINAL CONSULTATION

A4.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.

The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.

A4.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, the Province delegates the procedural aspects of

any consultation obligations the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to any Project in which Funds are directed.

A4.3 *Recipients Obligations In Relation To Consultations.* The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Reports.

A4.4 *Recipient Will Not Start Construction On Any Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.* Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A5

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A5.1 *Acquisition Of Goods And Services In Competitive Procurement Process.* The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services which exceed twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A5.1 of the Agreement if:

- (a) The goods or services the Recipient is purchasing are 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 those good or services being purchased.

- A5.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A5 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A5.3 Contracts.** The Recipient will 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) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A5.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out any Projects in which Funds are directed. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A5.5 Asset Retention.** The Recipient will comply with section C1.3 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, built or rehabilitated with Funds being provided under this Agreement.
- A5.6 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will 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 will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article A5 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

ARTICLE A6

CONFLICT OF INTEREST

- A6.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived Conflict of Interest.
- A6.2 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, 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 the Province may impose as a result of the disclosure.

ARTICLE A7

REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- A7.1 Preparation And Submission.** The Recipient will:

- (a) Submit to the Province at the address referred to in section C1.4 of Schedule "C" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "I" of this Agreement, or in a form as specified by the Province from time to time;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A7.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law.

A7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in this section A7.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section A7.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A7.4 Disclosure. To assist in respect of the rights set out under section A7.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. For greater certainty, the Province's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A7.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or any Project in which Funds are directed as the Province requests.

ARTICLE A8 COMMUNICATIONS

A8.1 Recipient To Follow Communications Protocol. The Recipient will follow the Communications Protocol set out under Schedule "H" of this Agreement.

- A8.2 *Publication By The Province.*** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A9 ADDITIONAL TERMS AND CONDITIONS

- A9.1 *Additional Terms and Conditions.*** The Recipient will comply with any Additional Terms and Conditions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of this Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A10 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

- A10.1 *FIPPA.*** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A10.2 *Disclosure Of Information.*** Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A11 INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

- A11.1 *Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A11.2 *Exclusion Of Liability.*** The Recipient acknowledges and agrees that in no event will the Province 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.
- A11.3 *Recipient's Participation.*** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A11.4 *Province's Election.*** The Province 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 of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A11.5 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A11.6 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A12

INSURANCE

A12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for each Project being funded under this Agreement for a period of ninety (90) days after the Recipient has submitted a Project Information Form attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C1.5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (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 provision.

A12.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A12.1 of Schedule "A" of this Agreement.

A12.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, 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* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A13 TERMINATION ON NOTICE

A13.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A13.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A12.3(c) of Schedule "A" of this Agreement; and
 - (ii) Subject to section A3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A14 TERMINATION WHERE NO APPROPRIATION

A14.1 Termination Where No Appropriation. If, as provided for in section A3.2(d) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A14.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds plus any Interest Earned on the unspent Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A14.2(b) of Schedule "A" of this Agreement.

A14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A15

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A15.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
- (d) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A15.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A15.3 Opportunity To Remedy. If, in accordance with section A15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A15.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;

- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A15.2(b), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A15.5 When Termination Effective. Termination under this Article A15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A16 LOBBYISTS AND AGENT FEES

A16.1 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 the Province 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 other 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 or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A17 FUNDS UPON EXPIRY

A17.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds remaining in its possession or under its control plus any Interest Earned on the unspent Funds.

ARTICLE A18 REPAYMENT

A18.1 Repayment Of Overpayment Or Unspent Saved Funds. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement or the Recipient does not spend any Funds that it has saved in accordance with section A3.8 of this Agreement, the Province may:

- (a) Deduct an amount equal to the excess or saved Funds plus Interest Earned from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess or saved Funds plus Interest Earned to the Province.

A18.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A18.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A3.4 of Schedule "A" of this Agreement.

A18.3 *Interest Rate.* The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A18.4 *Payment Of Money To Province.* If the Province requires the Recipient to repay any Funds or Interest Earned to the Province, the Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A19.1 of Schedule "A" of this Agreement.

A18.5 *Repayment.* Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may set off any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A18.6 *Funds Are Part Of A Social Or Economic Program.* The Recipient acknowledges and agrees that any Funds provided under this Agreement are 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.

ARTICLE A19 NOTICE

A19.1 *Notice In Writing And Addressed.* Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C1.6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A19.2 *Notice Given.* Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A19.3 *Postal Disruption.* Despite section A19.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A20.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A21 SEVERABILITY OF PROVISIONS

A21.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A22 WAIVER

A22.1 Waivers In Writing. If a Party fails to comply with any term or condition of this 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 in Article A19 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A23 INDEPENDENT PARTIES

A23.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A24 ASSIGNMENT OF AGREEMENT OR FUNDS

A24.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A24.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A25 GOVERNING LAW

A25.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A26 FURTHER ASSURANCES

A26.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A27 JOINT AND SEVERAL LIABILITY

A27.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A28 RIGHTS AND REMEDIES CUMULATIVE

A28.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A29 JOINT AUTHORSHIP

A29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A30 FAILURE TO COMPLY WITH OTHER AGREEMENT

A30.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A31

SURVIVAL

A31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, sections A3.2(d), A3.5, section 4.2, section A7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), section A6.2 , Article A7, Article A11, section A13.2, sections A14.2 and A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17, Article A18, Article A19, Article A21, section A24.2, Article A25, Article A27, Article A28, Article A29, Article A30 and this Article A31.

A31.2 *Survival After Creation.* Despite section A31.1 of this Agreement, section A7.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A7.2 of this Agreement was created.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]

SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS

B1.1 ***No Additional Terms And Conditions:** There are no additional terms or conditions for this Agreement.*

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “C” FOLLOWS]

SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1.1 *Effective Date.*** The Effective Date of this Agreement is as of the date that the Province signs it.
- C1.2 *Expiry Date.*** The Expiry Date of this Agreement is March 31, 2027.
- C1.3 *Disposal Of Assets.*** The Recipient will retain any assets purchased, rehabilitated or built with the Funds under this Agreement for a period of five (5) years from the date that the Project is completed. Within this five (5) year period, the Recipient may ask for the Province’s consent to dispose of any assets purchased, rehabilitated or built with the Funds under this Agreement. The Province may impose any reasonable conditions, including requesting the return of Funds from the Recipient, in return for its consent.
- C1.4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C1.6 of this Schedule “C” of the Agreement or any other person identified by the Province in writing.
- C1.5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A12.1 of Schedule “A” of this Agreement is no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.
- C1.6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIF@ontario.ca	The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9 Attention: Doug Brown Fax: Email: dbrown@fort-frances.com

or any other person identified by the Parties in writing.

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SCHEDULE “D” ELIGIBLE PROJECT CATEGORIES

D1.1 Eligible Project. Eligible Projects include:

- (a) The development and implementation of asset management plans (e.g. software, training, inspections) and the implementation of Composite Correction Program recommendations.
- (b) Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets or capital construction of new core infrastructure that addresses an existing health or safety issue, including:
 - (i) Water:
 - a. Water treatment, and
 - b. Water distribution/transmission.
 - (ii) Wastewater:
 - a. Wastewater treatment and disposal,
 - b. Sanitary sewer systems, and
 - c. Storm sewer systems (urban and rural).
 - (iii) Roads:
 - a. Paved roads,
 - b. Unpaved roads,
 - c. Bus-only lanes,
 - d. Street lighting may be included as an eligible item when part of a road project, and
 - e. Sidewalks and/or cycling lanes located along an existing road.
 - (iv) Bridges and Culverts:
 - a. Sidewalks and/or cycling lanes located along an existing road.

Without limiting the foregoing, the Project must be part of the Recipient's asset management plan in order to be eligible.

A Recipient may transfer its yearly allocation to another recipient in the furtherance of a joint project, provided:

- (a) The joint project is listed as a priority in the asset management plans for the Recipient and other recipients;
- (b) The Recipient and other recipients inform the Province in writing that they are undertaking a joint project prior to implementation; and
- (c) The Recipient and other recipients have an agreement in place governing the joint project, including how the joint project is being funded.

D2.1 Ineligible Projects. Ineligible projects are any project not part of the Recipient's Asset Management Plan, and also include:

- (a) Projects that are routine upgrades or improvements to storm water infrastructure and drainage (Note: an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges, etc.));
- (b) Growth-related expansion projects (e.g. new subdivision infrastructure);
- (c) Infrastructure expansion projects to accommodate future employment or residential development on greenfield sites; and
- (d) Recreational trail projects.

SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

E1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to the Province.

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

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training third-party condition assessments), including Consultant costs;
- (c) Activities that improve the performance or increase the capacity of existing water and wastewater infrastructure under the Composite Correction Program including third-party comprehensive performance evaluations and third-party comprehensive technical assistance;
- (d) Up to 40% of the annual Funds allocation to a maximum of eighty thousand dollars (\$80,000.00) per year for Recipient staff members whose responsibilities include asset management and/or Composite Correction Program implementation while receiving third-party comprehensive technical assistance;
- (e) All capital planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (g) Loan payments and interest charges on eligible core infrastructure activities started after January 1, 2017 that the Recipient has obtained financing to complete;
- (h) 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 the Province in writing prior to being incurred;
- (i) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (j) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “H” of this Agreement; and
- (k) Other costs that are, in the Province’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

E2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred which are not in accordance with section A5.1 of Schedule “A” of this Agreement;

- (b) Any costs related to any ineligible projects set out under section D2.1 of Schedule “D” of this Agreement;
- (c) 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;
- (d) Costs associated with moveable / transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), as well as loan and interest payments that do not comply with section E1.1(g) of Schedule “E” of this Agreement;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) 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;
- (j) Meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A16.1 of Schedule “A” of this Agreement.

E2.2 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. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “F” FOLLOWS]

SCHEDULE “F” FINANCIAL INFORMATION

- F1.1 Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that when the Province issues an Allocation Notice to the Recipient for a Funding Year, that Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and is enforceable under this Agreement.
- F1.2 Revised Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that in the event that the Province issues a Revised Allocation Notice for whatever reason, that Revised Allocation Notice will revoke and replace the Allocation Notice for which the Revised Allocation Notice was issued and that Revised Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and will be enforceable under this Agreement.
- F1.3 No Amending Agreement Needed To Have Allocation Notice Or Revised Allocation Notice Become Part Of Schedule “F” Of Agreement.** For greater clarity, and despite section 3.1 of the Agreement, the Parties agree that this Schedule “F” may be altered by the issuance of an Allocation Notice or a Revised Allocation Notice without having to amend this Agreement.
- F2.1 Payment Of Funds.** Subject to the terms and conditions of this Agreement, the Province will provide any Funds pursuant to this Agreement in accordance with the following:
- (a) Where the Funds are less than one hundred fifty thousand dollars (\$150,000.00), the Province will make one (1) payment to the Recipient by March 31 of the allocation year;
 - (b) Where the Funds are more than one hundred fifty thousand dollars (\$150,000.00), but less than one million dollars (\$1,000,000.00), the Province will make six (6) payments to the Recipient over the calendar year; and
 - (c) Where the Funds are more than one million dollars (\$1,000,000.00), the Province will make twelve (12) payments to the Recipient over the calendar year.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “G” FOLLOWS]

SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

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

G2.1 The Province’s Responsibilities. The Province 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 the Province 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.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province 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;
- (d) 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 the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) 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;

- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) 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;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) 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;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province 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;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, 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 the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A4.2 of Schedule "A" of this Agreement, the Province, 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.

G3.3 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 the Province:

- (a) Provide to the Province, 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 the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province 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 the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province 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 the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province 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.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province 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 the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection G2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 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 the Province 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, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C1.6 of Schedule "C" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "H" FOLLOWS]

SCHEDULE “H” COMMUNICATIONS PROTOCOL

H1.1 Application Of 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:

- (a) Project signage;
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases;
- (c) Printed materials;
- (d) Websites;
- (e) Photo compilations;
- (f) Award programs; or
- (g) Awareness campaigns.

H2.1 Project Signage. The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient shall, at the Province's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

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 the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3.1 Media Events. The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences;
- (b) Public announcements;
- (c) Official events or ceremonies; or
- (d) News releases.

H4.1 Awareness Of Project. The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5.1 *Issues Management.* The Recipient will share information promptly with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6.1 *Communicating Success Stories.* The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7.1 *Disclaimer.* If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "I" FOLLOWS]

SCHEDULE “I” REPORTS

11.1 Reports. The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below. The Province will provide the contents of the Report at a later date.

NAME OF REPORT	DUE DATE
Annual Financial Report	See section I2.1 of this Schedule.
Project Information Report	See section I2.1 of this Schedule.
Other Reports	Within the time period set out in the written request from the Province.

12.1 Timing Of Reports. The Recipient will provide to the Province the following Reports at the times noted below:

- (a) By January 15th of each year:
 - (i) Project Information Report
 - Project Status and Financial Update for all Projects
 - For Asset Management Planning or Composite Correction Program, Implementation Staff Time Attestations (as appropriate)
 - Completed Project Being Debt Financed – Yearly Update (as appropriate)
 - (ii) Annual Financial Report from the previous year (Interest Earned must be reported for the previous calendar year)
- (b) By April 15th of each year:
 - (i) Project Information Report – Proposed Project Information for any new or revised Project (reminder – a Duty to Consult assessment must be completed by the Province for each Project forty-five (45) Business Days prior to the start of construction of that Project)
- (c) Within forty-five (45) Business Days of Project or construction completion or no later than January 15th of the year following completion of the Project
 - (i) Project Information Report – Completed Project information

Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Friday, September 23, 2016 2:33 PM
To: Lisa Slomke
Subject: AMO Policy Update - AMO Releases Seniors Policy Paper

September 23, 2016

AMO Releases Seniors Policy Paper

AMO is pleased to circulate to the membership, relevant provincial ministries, and the Premier's Office today a policy discussion paper on seniors' issues entitled, "Strengthening Age-Friendly Communities and Seniors' Services for 21st Century Ontario: A New Conversation about the Municipal Role".

The aim of the paper is to start a renewed policy dialogue between AMO, its members, and the Province on how to best serve seniors in Ontario's diverse communities. It was developed by AMO's Task Force on Age-Friendly Communities and Long-Term Care and approved by the AMO Board in August. The Task Force was chaired by AMO Board member Paul Grenier, Councillor, for Niagara Region.

The impetus for the paper is the recognition that the municipal sector in Ontario is at the forefront of developing age-friendly communities and providing vital services to seniors. This includes long-term care, affordable housing, public health services and community support services, as well as general planning for age-friendly communities. This vital work is supported by the partnership of the Ontario government through legislation, policies, and funding programs.

The successful delivery of seniors' services comes with both challenges and opportunities. Municipal governments are committed to providing high quality services to their residents while being mindful of safety and affordability. While some services are required through legislation, many municipal governments have filled gaps when provincial allocations are insufficient, introducing additional services, and developing innovative ways of working beyond what is required. However, providing the same quality of service on the same budget will not be possible given growing demand and service requirements. A broader conversation is needed about current capacity and level of demand.

The ability to fund and deliver the range of programs and services needed varies significantly across the province. Municipal governments are best positioned to provide services to residents, but they should have the flexibility to choose the services they offer to seniors, including whether to operate long-term care homes. Whichever services municipal governments choose; a conversation must be had about adequate resources to maintain a service standard.

Building on two previous AMO papers, this paper attempts to expand the discussion on the municipal role in facilitating age-friendly communities and providing services to seniors. It outlines

key issues for municipal governments, including developing plans, providing community services including transportation and housing, providing long-term care, and ensuring services are culturally-appropriate and relevant in northern and rural communities

Opportunities for improvement are highlighted, and recommendations are made, calling on the Province to:

- continue to play a supportive role to facilitate age-friendly community development under its Action Plan for Seniors;
- work with municipal governments to enhance community services and housing including transportation options, the Elderly Persons Centres program, and seniors' housing;
- amend the *Long-Term Care Homes Act, 2007*, to provide municipal governments the choice to operate a long-term care home which would allow them the flexibility to provide the most appropriate care to suit their local residents' needs;
- work with municipal governments to address issues in long-term care delivery including simplifying regulatory frameworks, reducing wait times, developing a human resources strategy, addressing challenging behaviours, undertaking systems capacity planning, supporting the redevelopment of long-term care homes, facilitating innovative models, developing community hubs, reviewing the funding model, and pursuing additional funding sources;
- address regionally-specific issues in rural and northern Ontario; and,
- support the municipal sector to deliver culturally-appropriate services to seniors.

AMO will use the paper as the basis for advocacy on seniors' issues and to advance the policy discussion with the Province on how best to support Ontario's seniors. The paper is found on the AMO website: [Strengthening Age-Friendly Communities and Seniors' Services for 21st Century Ontario](#).

AMO is holding a webinar on senior's issues on Tuesday, October 18th from 2:30 to 4:00 p.m. If you are interested in joining this webinar, please e-mail Irene Ostrowski at IOstrowski@amo.on.ca.

AMO Contact: Michael Jacek, Senior Advisor, E-mail: mjacek@amo.on.ca, 416-971-9856 ext. 329.

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.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, September 26, 2016 5:03 PM
To: Lisa Slomke
Subject: Registration Now Available for Ontario West Municipal Conference

Ministry of Municipal Affairs and the Ministry of Housing, Municipal Services Office-Western presents the:

2016 Ontario West Municipal Conference
Change - Challenge - Opportunity
Friday, December 2, 2016

Staff in the Ministry of Municipal Affairs and Housing Western Municipal Services Office in London are finalizing plans for our annual conference. The conference will be of interest to elected municipal officials, municipal staff, municipal organizations and partner provincial ministries.

ON THE PROGRAM:

Keynote Speaker: Hon. Bob Rae, Former Ontario Premier

10:30 am Concurrent Sessions

- Climate Change
- Open Data and Open Government
- Planning for the 2018 Municipal Election
- Shared Services Agreements
- First Nations Partnerships

11:30 am Concurrent Sessions

- Climate Change Action Plan and Municipal Energy Planning
- Municipal Property Assessment Corporation - Regional Profile
- Ontario's New Disaster Relief Assistance Programs
- National Housing Strategy/Long Term Affordable Housing Strategy
- The Economy of Trust: Making Collaborations Work

Lunch & Long-Standing Service Awards**Plenary Speakers:**

- Glen McGillivray, Managing Director, Institute for Catastrophic Loss Reduction
- Paul Dube, Ontario Ombudsman

THE DETAILS:

- Cost: Registration is only \$225 (HST included) and includes a hot breakfast, lunch, all networking breaks and full access to all sessions. Download a registration form or register online today!
- Where: Best Western Plus Lamplighter Inn & Conference Centre, 591 Wellington Rd, London, Ontario. Guestrooms can be booked today by calling 1.888.232.6747 or 519.681.7151. When speaking with a reservation agent, please state you are attending the Ministry of Municipal Affairs and Ministry of Housing 2016 Ontario West Municipal Conference.

For details on speakers, conference program, hotel information, online registration and more please visit www.amo.on.ca

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, September 26, 2016 4:01 PM
To: Lisa Slomke
Subject: AMO MEMBERS UPDATE - CONSTRUCTION LIEN ACT REVIEW

September 26, 2016

Construction Lien Act Review - Report Released

The [*Report of the Construction Lien Act \(CLA\) Review*](#) has now been released by the Ministry of the Attorney General. The Report contains recommendations to amend the CLA and supporting policies to improve payment timelines for subcontractors and ensure accountability for construction owners in major construction projects. AMO will be analysing the report closely for municipal impacts and will communicate with members regarding any areas of concern.

The independent Expert Review of *Ontario's Construction Lien Act* was announced before the 2014 Ontario Election. The announcement was made in response to opposing views of Bill 69, *The Prompt Payment Act*, a Private Member's Bill introduced before the Ontario Legislature in 2013 that would have changed payment schedules and contract provisions while making it difficult for municipalities to tie payments to project milestones. AMO and municipal governments voiced several concerns about the Bill's approach. The government subsequently appointed Bruce Reynolds and Sharon Vogel of Borden Ladner Gervais as independent expert panelists to make recommendations to update the CLA.

Today's [report](#) makes recommendations which are aimed at:

- Modernizing the construction lien and holdback rules
- Introducing rules around prompt payment
- Creating a new process to speed up dispute resolution

AMO understands that the Attorney General intends to introduce legislation to enact the report's recommendations in Spring 2017 after consultation with stakeholders.

AMO will review the report, work with municipalities and other owners, and communicate with members as necessary to represent municipal government interests and take part in the consultations and policy development process.

For more information, please contact:

Amber Crawford, Policy Advisor – acrawford@amo.on.ca or 416-971-9856 Ext. 353.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, October 03, 2016 3:55 PM
To: Lisa Slomke
Subject: AMO Policy Update - AMO Report to Member Municipalities - Highlights of September 2016 Board Meeting

October 3, 2016

AMO Report to Member Municipalities: Highlights of the September 2016 Board Meeting

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the September 30, 2016 meeting include:

Federal Infrastructure Phase 2 Design

The Board approved overarching principles and design recommendations to form its response to the federal government's consultation request. The principles are based on maximizing municipal government interests and flexibility. For example:

- identifying local funding priority is through local asset management plans;
- funding based on formula allocation for all funding streams, yet provide for a carve out for major municipal capital projects/transformational infrastructure projects;
- align federal program with local needs through municipal asset management plans (including capital plans) which means past federal incrementality requirement for funding is eliminated;
- funding eligibility expanded to local economic development projects, roads and bridges, sewer separation and climate adaptation among priorities as they are major portion of municipal assets; and
- reporting based on a federal Gas Tax model tied to the next year's allocation.

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, (416) 971-9856 ext. 334.

Energy Matters

The energy landscape is evolving weekly. Bill 13, *An Act in Respect of the Cost of Energy*, outlines how the 8% residential electricity cost reduction will be implemented. The reduction is welcomed for customers, however, AMO will make a submission on the Bill seeking clarification about the confidentiality clauses, and the duration and source of revenue for the program. Bill 13 is vague on these and the impacts on municipal LDCs and how this compares to the impacts on Hydro One and the Province. AMO must get better information from the Minister of Energy on the proposed funding mechanism for the announced rural rate reduction. AMO will continue to take action on the price of energy which is economically challenging for municipal governments and our

communities. Note: Attend the Energy Symposium on November 3 and 4 to become more informed about energy now and into the future at [Energy Symposium](#).

AMO Contact: Cathie Brown, Senior Advisor, cathiebrown@amo.on.ca, ext. 342.

Expanding Medical Services

It is expected that the Province will be releasing a consultation paper shortly on a government proposal that could enable full-time firefighters, who are also certified primary care paramedics to use their medical training while working for a municipal fire service should a municipal government voluntarily agree. Premier Wynne, speaking both at the OPFFA conference in June 2016 and at the AMO conference in August 2016, has been clear that she and Cabinet want a consultation on the viability and efficacy of this proposal prior to Cabinet making an evidence-based decision to proceed or not on it. The Board will be ready to respond when the provincial discussion paper is released and members will receive an update in the near future.

AMO Contact: Amber Crawford, Policy Advisor, acrawford@amo.on.ca, ext. 353.

Ontario's Changing Workplaces Review Interim Report to Ministry of Labour

The Board received an overview of the Expert Panel's Interim Report, a major review of the *Labour Relations Act, 1995* (LRA) and the *Employment Standards Act, 2000* (ESA). It has identified about 50 issues and over 225 options for feedback by October 14th. The final report is not expected until spring of 2017. The review has significant implications for both private and public sector employers, including municipal governments. The Board provided direction for the preparation of an AMO response to the interim report.

AMO Contact: Nicholas Ruder, Policy Advisor, nruder@amo.on.ca, (416) 971-9856 ext. 411.

AMO's 2015 Federal Gas Tax Fund Annual Report

As required under the Administrative Agreement, AMO must submit an annual report highlighting Gas Tax investments in eligible projects to Infrastructure Canada by September 30th of every year. AMO board members have approved the 2015 Gas Tax annual report. The report will be sent to the federal government and distributed to the 443 Ontario municipalities for which AMO administers the Fund, Ontario MPs, and federal opposition leaders.

AMO Contact: Chris VanDooren, Gas Tax Manager, cvandooren@amo.on.ca, ext. 410.

National Housing Strategy Consultation

Affordable housing is essential for prosperous and healthy communities. The federal government has signaled its re-engagement in housing with a commitment to develop a National Housing Strategy. In Ontario, housing is a municipal responsibility unlike other provinces and territories. Given this, it is essential that AMO has a well-considered voice in the development and implementation of the national strategy. AMO's response will comment on the federal

government's proposed vision, principles, themes and outcomes as outlined on the federal website: [Let's Talk Housing](#). Comments from municipal governments, District Social Service Administration Boards, and individuals are invited up until October 21st.

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, (416) 971-9856 ext. 329.

Workplace Safety and Insurance Board (WSIB) Presentation

Tom Teahen, President and CEO of the WSIB, provided the Board with an overview of the WSIB's priorities, claim rates for PTSD and presumptive for firefighters, its current funded position and projection for fully funded status, as well as costs and premium rates for municipal government (Schedule 1 employers) who unlike all other employers will not see rate decrease in 2017. These expected increases are attributed to the implementation of Bill 163, *Supporting Ontario's First Responders Act (Posttraumatic Stress Disorder)*, 2016.

AMO Contact: Nicholas Ruder, Policy Advisor, nruder@amo.on.ca, (416) 971-9856 ext. 411.

Health Task Force

The Board approved the establishment of a new AMO Health Task Force to provide advice to the Board on positions and advocacy strategy related to health policy issues. Deputy Mayor Mark Taylor (Ottawa) will chair the task force, with Mayor Graydon Smith, Bracebridge, acting as Vice-Chair. The Province is transforming aspects of the health care delivery and as a co-funder of significant health programs – public health, land ambulance, long-term care, AMO believes it should be involved in any policy or program review with the Province. There needs to be a better discussion on the long-term fiscal sustainability of health care services and the appropriateness of funding some of these services on the municipal property tax base.

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, (416) 971-9856 ext. 329.

Federal Consultations on National Accessibility Legislation

Consultation on new national legislation to increase accessibility for persons with disabilities has begun. The Board approved responding to the federal consultations noting that national legislation to increase accessibility for persons with disabilities should apply only to areas of federal jurisdiction and not the broader public sector in Ontario, including municipal governments, which is covered by provincial legislation and regulation.

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, (416) 971-9856 ext. 329.

Bill 14, An Act to Prohibit Door-to-Door Sales of Certain Products

A Private Member's Bill, if passed, would enact a province-wide ban on the door-to-door sale of certain household energy products but could bring impacts to municipal governments. In particular, the Board is concerned with the lack of clarity regarding the responsibility of enforcing a provincial ban. This would be a new unfunded mandate and unacceptable.

AMO Contact: Nicholas Ruder, Policy Advisor, nruder@amo.on.ca, (416) 971-9856 ext. 411.

LAS Updates

One Investment Program High Interest Savings Account (HISA) has surpassed \$180 million. The effective rate at the \$150 million level is 1.1%. LAS/CHUMS is negotiating a new effective rate and will notify municipalities as soon as possible.

AMO Contact: Jason Hagan, LAS Program Manager, jhagan@amo.on.ca, (416) 971-9856 ext. 320.

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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Tuesday, October 04, 2016 11:49 AM
To: Lisa Slomke
Subject: AMO POLICY UPDATE - ARBITRATED SETTLEMENT WITH THE OPPA

October 4, 2016

Arbitrated Settlement with the OPPA

An arbitrated decision has been reached between the Government of Ontario and the Ontario Provincial Police Association (OPPA). Over three hundred small municipal governments across Ontario use the services of the OPP and this award will have significant budgetary impacts for these municipal governments against a backdrop of limited municipal revenues.

Although of no solace to those small municipal governments facing new fiscal impacts, the salary award is in line with the Toronto Police Service contract, which reduced the previous salary rate increases to less than 3%, which was generally the previous pattern. As fire services have been holding up the police sector as its comparator, it will be interesting to see where fire services land in the arbitration process.

The accumulated arbitrated wage settlement for the OPPA's increases, by calendar year, are as follows:

2015: 2.65% 2016: 1.95% 2017: 1.90% 2018: 1.75%.

For comparison, previous wage settlements for the OPPA were:

2011: 5.075% 2012: 0.0% 2013: 0.0% 2015: 8.55%.

The October 3rd arbitrated settlement, among other issues, also:

- Delays salary progression from 4th to 1st class officers by two months (with a cumulative impact);
- Provides for posting renewal incentives, (up to \$30,039 for 4 years);
- Eliminates pay in lieu of vacation;
- Reduces overtime banking for civilian employees (from 100 to 40 hours); and
- New employees (effective January 1, 2017) will not be entitled to termination pay.

The settlement also provides for the establishment of a committee to examine shift scheduling. Shift scheduling had been identified by the Auditor General in multiple reports, as a key opportunity for efficiency improvements of up to \$10 million. It remains to be determined whether the shift scheduling committee will deliver any service efficiencies. Other service efficiencies identified in the Auditor General's value-for-money audit of 2012 include updating the staff

deployment model to better balance workloads between detachments; assigning more corporate service functions to civilians, and improving the management of overtime costs.

Billing

On September 8th, the OPP wrote to municipalities advising of the salary rate estimates upon which 2017 Annual Billing Statements would be made. Those estimated rate increases for 2015 to 2017 were:

2015: 1.50% 2016: 2.64% 2017: 2.54%.

In addition, the OPP advised estimate to actual cost reconciliation for 2015 and 2016 would not be completed until the 2018 Annual Billing Statement. In other words, if municipalities were billed more than originally estimated in 2015, it could take three years for that difference to be reconciled. In addition, the differences between the arbitrated settlement and the estimated future increases also needs to be reconciled. AMO will be pursuing this rather one-sided accounting and billing system. Service systems should be much more responsive.

Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca or 416-971-9856 Ext.323.

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](#).





377, rue Bank Street,
Ottawa, Ontario K2P 1Y3
tel./tél. 613 236 7238 fax/télé. 613 563 7861



September 7, 2016

Roy Avis, Mayor
Town of Fort Frances
320 Portage Ave
Fort Frances, ON P9A 3P9

Dear Roy Avis,

Re: Another Opportunity to Have Your Say in Canada Post Review

I am following up on our June 6th correspondence about the Canada Post Review to provide you with additional information on phase 2 of the review.

This fall, a parliamentary committee will be consulting with Canadians on postal service and the options identified by a task force in phase 1. The committee will make recommendations to the government by year's end. The government expects to announce its decisions about Canada Post in the spring of 2017.

You may be interested to know that the options identified by the task force include major changes to the moratorium on post office closures in rural and small towns. The task force suggests "updating" or "refreshing" the moratorium. It outlines the cost savings that could be achieved by converting to franchises or closing all corporate outlets, or only the 800 highest yielding offices. You can see the full task force discussion paper at <http://www.tpsgc-pwgsc.gc.ca/examendepostescanada-canadapostreview/rapport-report/consult-eng.html>

CUPW would like to ensure that the views of municipalities are considered during each stage of the Canada Post Review. Therefore, we are urging you to fill out the parliamentary committee's online survey from September 26 to October 21 at parl.gc.ca/OGGO-e and encourage residents to do likewise. During this time, paper surveys will be available upon request. The committee will also hold public consultations across the country.

The union has attached information on how to provide input in phase 2, as well as a new resolution for your consideration. You can learn more about the review by going to CUPW.ca/canadapostreview and Canada.ca/canadapostreview

Thank you for taking the time to read this letter and anything you can do to help us convince the parliamentary committee to recommend against further cuts at Canada Post in favour of building a 21st century post office that expands services, generates revenues and meets the needs of Canadians.

In solidarity,

Mike Palecek
National President

c.c. National Executive Committee, Regional Executive Committees, National Union Representatives, Regional Union Representatives, Specialists, Campaign Coordinators, Negotiators

/bk cope 225



Have your say!

1) Fill out the parliamentary committee's on line survey from September 26 to October 21 at: parl.gc.ca/OGGO-e. During this time, you can also request a paper version of the survey by phoning 613-995-9469 or writing to Standing Committee on Government Operations and Estimates, Sixth Floor, 131 Queen Street, House of Commons, Ottawa, Ontario, K1A 0A6 Canada.

2) Attend one of the public consultations being held across the country. For more information, go to:

<http://www.parl.gc.ca/HousePublications/Publication.aspx?Language=e&Mode=1&Parl=0&Session=0&DocId=8391013> (Note: Information on western and northern locations to come)

You can get information on the process and key issues in the weeks to come at CUPW.ca/canadapostreview.

What to say

Let the committee know what your key issues are:

- Getting your home mail delivery back?
- Keeping your public post office?
- Greening the post office?
- Creating services that support seniors and people with disabilities?
- Bringing back our postal bank for more inclusive, accessible financial services for everyone?

List of locations to be visited by the parliamentary committee:

Corner Brook and St. John's, Newfoundland
 Sydney and Halifax, Nova Scotia
 Charlottetown, Prince Edward Island
 Bathurst, New Brunswick
 Levis, Quebec City, Blainville and Montreal, Quebec
 Toronto, Kitchener, Windsor, Dryden, and Sandy Lake First Nation, Ontario
 (Following locations to be confirmed)
 Surrey, British Columbia
 Edmonton and Calgary, Alberta
 Yellowknife, Northwest Territories
 Regina and Moose Jaw, Saskatchewan
 Winnipeg, Manitoba

Please share your input with us at Feedback@cupw-sttp.org or mail to Mike Palecek, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3

Public review on future of Canada Post

Whereas Canada Post announced drastic cutbacks to our public postal service in December 2013, including plans to end home mail delivery in our country.

Whereas there was a huge public outcry in response to the cutbacks and stiff opposition from most federal parties, including the Liberal Party, which promised to halt the delivery cuts and conduct a review of Canada Post, if elected.

Whereas the delivery cuts were halted and our Liberal government is currently conducting a Canada Post Review, which started earlier this year with an independent task force to identify options for the future of postal service in this country.

Whereas a parliamentary committee will hold e-consultations and meetings in various locations across the country on postal service and the options that have been identified by the task force and then make recommendations to the government on the future of Canada Post.

Whereas it will be crucial for the parliamentary committee to hear our views on key issues, including the importance of maintaining the moratorium on post office closures, improving the Canadian Postal Service Charter, adding postal banking, greening Canada Post, keeping decent post office jobs in our communities, preserving daily delivery, restoring home mail delivery, developing services that help older Canadians remain in their homes and providing services that assist people with disabilities,

Therefore be it resolved that (name of municipality) 1) Fill out the parliamentary committee's on line survey about Canada Post from September 26 to October 21 at parl.gc.ca/OGGO-e and encourage residents to do likewise 2) Attend the public consultations being held across the country

Lisa Slomke

From: Great Lakes and Water Policy Section (MNRF) <mnrwaterpolicy@ontario.ca>
Sent: Monday, September 26, 2016 2:42 PM
To: Great Lakes and Water Policy Section (MNRF)
Subject: Conservation Authorities Act Review Facilitator's Report
Attachments: CA Act Review Phase 2 Engagement Sessions Summary Report (FINAL with Appendix).pdf

Hello,

Please find attached a copy of a report summarizing feedback provided to the Ministry of Natural Resources and Forestry on proposed priorities for updating the *Conservation Authorities Act*.

The feedback contained within this report was provided to the Ministry during five multi-stakeholder engagement sessions held in early summer of 2016.

If you would like to stop receiving information on the *Conservation Authorities Act* Review please respond to this email asking to be removed from our distribution list.

Thank you,

Water Resources Section
Natural Resources Conservation Policy Branch
Ministry of Natural Resources and Forestry
mnrwaterpolicy@ontario.ca

**Ministry of
Municipal Affairs**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416-585-7000
Fax 416-585-6470
www.ontario.ca/MAH

**Ministère des
Affaires municipales**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. 416-585-7000
Télééc. 416-585-6470
www.ontario.ca/MAH



71082

September 28, 2016

Dear Head of Council:

I am pleased that the Rural Ontario Municipalities Association annual meeting will be held from January 29-31, 2017, in Toronto. I will be there along with many of my cabinet colleagues to further strengthen our government's relationship with Ontario's diverse municipalities. Coming from the north, I place a high value on our small rural and northern communities. I also know the many challenges they face.

The ROMA conference presents a great chance for us to come together and discuss issues and opportunities that are important to building strong and vibrant communities across the province. A communication from my Ministry staff will be sent to your clerks and CAOs with information on how to request a delegation meeting, similar to the process used in the past. Ministers will also be available to answer your questions during the Ministers' Forum.

My colleagues and I look forward to seeing you at the ROMA conference in January.

Sincerely,

Bill Mauro
Minister



CORPORATE SERVICES DEPARTMENT
TELEPHONE 613-968-6481
FAX 613-967-3206

City of Belleville

169 FRONT STREET
BELLEVILLE, ONTARIO
K8N 2Y8

September 28, 2016

Lisa Thompson, MPP
Huron-Bruce
Room 425, Main Leg Bldg, Queen's Park
Toronto, ON, M7A 1A8

Dear Ms. Thompson:

**RE: Municipal Resolution on Supporting Agricultural Experts in
 Their Fields
 Motions
 11.1, Belleville City Council Meeting, September 26, 2016**

This is to advise you that at the Council Meeting of September 26, 2016, the following resolution was approved.

"WHEREAS, Ontario-grown corn, soybean and wheat crops generate \$9 billion in economic output and are responsible for over 40,000 jobs; and

WHEREAS, Ontario farmers are stewards of the land and understand the importance of pollinators to our environment and ecosystems; and

WHEREAS, the Ontario government is implementing changes to ON Reg. 63/09 that would prevent any Certified Crop Advisor (CCA) from carrying out a pest assessment if they receive financial compensation from a manufacturer or retailer of a Class 12 pesticide; and

WHEREAS, Ontario's 538 Certified Crop Advisors who are capable of and willing to conduct pest assessments will be reduced to 80 should the proposed changes to the definition of professional pest advisor be implemented in August 2017 and

11.1 Motions
Belleville City Council Meeting
September 26, 2016

Page 2

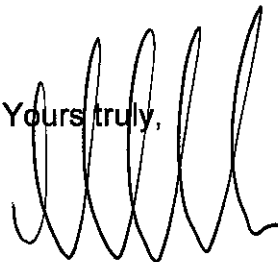
WHEREAS, the reduction in CCAs would force corn and soybean farmers to terminate the relationships that they have built with experts that understand their unique crop requirements, soil types, and field conditions, placing undue delays on planting crops;

THEREFORE, be it resolved that the Council of The Corporation of the City of Belleville supports the efforts of the Member of Provincial Parliament for Huron-Bruce to eliminate barriers to employment opportunities for CCAs, and allow Ontario farmers the freedom to engage in business with the expert of their choice; and

THAT a copy of this resolution be forwarded to all Members of Provincial Parliament, municipalities, and AMO."

I trust this is sufficient.

Yours truly,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Matt MacDonald
Acting Director of Corporate Services/City Clerk

MMacD/nh
Pc: Todd Smith, MPP, Prince Edward-Hastings



September 30, 2016

Dear Under 6000 Municipal Colleagues:

Here is the latest news regarding Clean Water and Wastewater Fund which has been amended to include funding for all rural communities.

As you know, the previous announcement only allowed money to communities with water and sewer systems. Your CAO would have received the letter by now.

The representatives of AMO and ROMA were not willing to leave the table without receiving a commitment to all communities.

As a result of this pressure from the AMO and ROMA reps, a new deal was presented that allows our OCIF as part of their 25% of a new commitment whereby the Feds are in for 50%, the Province is in for 25% and Municipalities 25%. And it's not by application.

The eligible programs must conform to the guidelines i.e. storm water remediation even for those with no systems.

As you can see, our Under 6000 Group has been able to work with ROMA and AMO as a consultation unit and we are not being ignored.

Please don't forget to consider the ROMA Conference in January. It is definitely "rural based" and will bring you together with all the rural municipalities.

If you wish to register but it's not in this year's budget, remember, you can register now and arrange for payment in the New Year.

Yours truly,

Mayor Bill Vrebosch,
Municipality of East Ferris,
AMO Board Rural Caucus,
ROMA Zone 9
Chair, Under 6,000

September 30, 2016

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



Dear Mayor and Members of Council:

RE: Industry Funding for Municipal Blue Box Recycling for the Second Quarter of the 2016 Program Year

Packaging and printed paper companies, represented by Stewardship Ontario, fulfill their responsibilities to fund 50% of the net cost of the Blue Box Program by making cash payments to municipalities on a quarterly basis.

On June 15, 2016, the Waste Diversion Ontario (WDO) Board determined that payments to municipalities will be based on a 2015 funding obligation of \$121,552,551. WDO provided further details with respect to the WDO Board's determination of the 2016 obligation in a report on their website.

Stewardship Ontario is providing payments to municipalities in accordance with the WDO Board's decision.

On behalf of Stewardship Ontario, I want to thank you for your continued efforts to increase waste diversion in this province.

Sincerely,



David Pearce
Supply Chain Officer
Stewardship Ontario

TOWN OF FORT FRANCES
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

MINUTESAugust 8, 2016

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on August 8, 2016 from 11:45 a.m. to 1:26 p.m.

PRESENT: G. Rogozinski, Chair, E. Fagerdahl, C. Mallory, J. McTaggart, J. Gillon, K. McCaig, M. Caron, R. Avis

ALSO PRESENT: G. Gillon, T. Drysdale (RRFDC), L. Mose (MNDM), D. Brown and K. Lawson

REGRETS: D. Fortes, J. Lampi-Hughes, J. Cumming and K. Perry

1. **Call to Order**
2. **Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof**
4. **Approval of Previous Advisory Committee Minutes**

4.1 April 11, 2016 and May 2nd, 2016 Meeting Minutes.

C. Mallory- M. Caron: THAT the minutes from the April 11, 2016 and May 2nd, 2016 be approved as circulated.

CARRIED

5. **Items Referred from Council**

6. **New Business**

- 6.1 D. Fortes - Employment Shortage for Small Business.
- Mr. Fortes was unable to attend this meeting and has requested this item be tabled for discussion at the next regular meeting.

7. **Standing Items**

- 7.1 Signage - Status update -
Banners currently on the mill facility.
-Mr. Brown provided an update on the banners currently on the mill wall. He advised that although the banners were faded, they were not torn. He further advised that to take them down at the time would make the building's exterior look even worse. The Town will look at the banners again by early fall to determine the status of the mill facility ownership and start the funding application process to replace them if feasible.
LaVerendrye Parkway signage.
-Tannis advised that she and Sherry George from the Museum have had discussions about changing the current signage. Mr. Fagerdahl addressed his concerns about removing this signage and the impact of losing the historical reference. Ms. George will be invited to attend the next meeting and provide some historical reference regarding the explorer LaVerendrye.
-**Great Canadian Main Street** - a brief discussion was held on this particular signage.
-**Boundless Signage on the entrances to Town**
- there was a general consensus among members wanted to revisit the design of this signage to include "Welcome" on the existing design. Tannis will prepare a report for Council's consideration on behalf of the EDAC committee.

J. Gillon-J. McTaggart: THAT the Economic Development Advisory Committee request the Town consider amending the current Boundless signage at the Town's entrances to include the word "WELCOME".

CARRIED

7.2 Rainy Lake Market Square Status Update.

- The report dated July 6, 2016 from T. Rob, Manager Operations and Facilities re: Extension of the timing of the Rainy Lake Market Square which was presented to Council at their regular Council meeting of July 11th was provided to members for their awareness. The design work currently being contemplated is to be put on hold until the required contribution wording request change has been addressed with the Northern Ontario Heritage Fund to extend to project completion deadline to December 31st, 2017. C. Mallory advised that there was some misinformation as to who would be overseeing the coordination of events for the market square. Tannis advised she will be undertaking a business plan for the facility. D. Brown advised that the Town will be overseeing the ongoing maintenance.

7.3 Strategic Plan Initiatives (continuing discussion).

1) Sports Tourism Initiative - Item No. 11 - Target Date - September 2016

The Town will examine all aspects and potential opportunities related to sports tourism within the community, including the potential for expansion of existing services and event offerings.

- An open house session is being planned for September 21st with John Graham who among other achievements held create the Safeway Select activities. He will speak about corporate sponsorships and other initiatives. A "Save the Date Notice" will be sent out in the future.

2) "Boundless Branding - Item No. 39 - Target Date - October 2016

The Town will ensure that a complete and effective implementation of the Town's recent branding initiative is implemented throughout the Community and its operations.

- members felt that the signage on the Town vehicles was too small and new signage should be more pronounced.

3) Kiwanis Sunny Cove Camp - Item No. 25 - Target Date - November 2016

The Town will investigate the long-term use and potential of the camp for youth programming and economic development opportunities.

- Mayor Avis spoke about the history and intent of the Sunny Cove Camp and the promises made to the Kiwanis Club when the camp was turned over to the Town for their management. Council recently approved optimizing rentals during the dates in the shoulder seasons where a caretaker is available.

4) WiFi Expansion - Item No. 12 - Target Date - March 2017

The Town will investigate the viability of expanding free Wi-Fi offerings in the Community.

- members commented on the poor cellular service. Geoff will undertake to get a update from the service provider for the next meeting.

8. Non-agenda Items

1) Business Licensing By-Law.

- C. Mallory advised that she has received negative feed-back from the public regarding the changes being considered to the Business Licensing By-Law. Most of this is misconception and misinformation and will be addressed at the Open House being advertised for the evening of August 24th at the Civic Centre. The Clerk will be invited to the next meeting to provide any information and address any additional questions members might have and give an overview of the changes being contemplated.

9. Adjourn / Next Meeting Date - September 12th, 2016

TOWN OF FORT FRANCESMINUTESSESSION NO. #16September 19, 2016

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on September 19, 2016 from 8:00 a.m. to 8:20 a.m.

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

ALSO PRESENT: D. Brown, CAO, T. Rob, O&F Manager, T. Dennis, CBO/Planner, P. Briere, Secretary, T. Schram, Dialog, P. MacKinnon, RBC

1. Call to Order - 0800am
Session #16

2. Disclosure of pecuniary interest and the general nature thereof
None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of the September 6, 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

- 5.1 Land Rental Inquiry.
- This matter has been tabled and requires further investigation by the O&F Manager as directed.

Albanese-Brunetta: THAT the Planning & Development Executive Committee meet in-camera to address a matter pertaining to a proposed or pending acquisition of land for municipal or local board purposes or disposal of land no longer needed for municipal purposes; more specifically item 5.1 - land rental inquiry.

CARRIED

6. Items Referred from Council

- 6.1 Dialog Ontario Inc. - Encroachment Agreement.
- A discussion about the installation of the ramp was had. The Planning & Development Executive Committee is requesting that both parties (RBC & Salvation Army) work in coordination through the Building & O&F Departments to propose an agreement for the installation of one (1) ramp that could accommodate the needs of both locations.

7. New Business
None.

8. Outstanding Items
None.

9. Information
None.

10. Non-agenda Items

None.

- 11. **Adjourn / Next Meeting Date - 0820am**
Monday October 3, 2016

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #37September 20, 2016

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre Committee Room on Tuesday, September 20, 2016 at 12:00 p.m.

PRESENT: Councillor Ken Perry, Councillor Wendy Brunetta, Councillor Paul Ryan, and Mayor Roy Avis

ALSO PRESENT: Dawn Galusha, Deputy Treasurer

REGRETS: Laurie Lindberg, Treasurer

1. Call to Order

1.1 Councillor Ken Perry called the meeting to order at 12:04 p.m.

2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

3. Disclosure of pecuniary interest and the general nature thereof

4. Approval of Previous Committee Minutes

4.1 The Committee considered the following resolution: Ryan/Brunetta: That the minutes of the previous meeting held Tuesday, September 6, 2016 be approved as presented.
CARRIED

5. In-Camera

6. Items Referred from Council

7. New Business

7.1 Councillor J. Caul AMO Conference Travel & Per Diem Claims- The Committee recommended to approve the Travel Statement- Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$853.00 as submitted by Councillor June Caul and amended by the committee for her attendance at the AMO Conference held in Windsor, Ontario from August 14-17, 2016.

8. Non-agenda Items

9. Outstanding Items

9.1 Couchiching First Nations Water & Sewer Agreement

9.2 Elected Officials Remuneration By-Law 02/10-C (Fall)- Councillor Brunetta inquired as to the timing of this process. Mayor Avis will proceed with a recommendation to set up a committee.

10. Information

10.1 Administration & Finance Stats - August 31, 2016

10.2 General Fund Financials as at August 31, 2016

10.3 Water & Sewer Fund Financials as at August 31, 2016

10.4 Capital Fund Financials as at August 31, 2016

11. Adjourn / Next Meeting Date

11.1 Tuesday, October 4, 2016

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #034September 19, 2016

This meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on September 19, 2016 from 10:30 a.m. to 11:34 a.m.

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

1 CALL TO ORDER (Session #034)

Ken Perry called the meeting to order at 10:35 a.m.

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

- Museum Intern Funding Agreement - NOHFC was added to the agenda.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - August 2, 2016
- **Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

NIL

6 NEW BUSINESS

6.1 Children's Complex Vehicle Tender 16-CS-13 - The Community Services Executive Committee recommends to Mayor & Council to award tender #16-CS-13 to MacDonald Motors for the 2017 Equinox AWD LT 3.6L for a cost of \$32,533.83 (including HST).

6.2 Roller Wheels in Memorial Sports Centre - The Community Services Executive Committee supports the prohibition of roller guards at Memorial Sports Centre for the safety of all patrons of the facility.

7 IN-CAMERA

NIL

8 NON-AGENDA ITEMS

- 8.1 Museum Intern Funding Agreement - NOHC - The Community Services Executive Committee recommends to Mayor and Council to authorize the Museum to proceed with the Northern Ontario Heritage Fund Corporation (NOHFC) agreement as presented to hire a Museum intern for one-year that will be funded 90% up to a maximum of \$34,944. The cost to the Museum for two budget years (2016-2017) is estimated to range from \$7,884 to \$10,570.

9 INFORMATION

- 9.1 Community Transportation - K. Perry updated the committee of potential developments on this item from the RRDSSAB perspective.
- 9.2 Next Meeting Date - Monday, October 3, 2016

10 CLOSING

K. Perry, Executive Committee Chair

J. Kabel, Manager of Community Services