

# TOWN OF FORT FRANCES

## AGENDA - March 13, 2017

### MEETING - Council Chambers , Civic Centre

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**1. COUNCIL MEETING**

(Session No. 059) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

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

1.4 Disclosure of pecuniary interest and the general nature thereof.

**2. Delegations/Deputations:**

2.1 Melissa Pearson representing 'We Own It' - presentation regarding privatization 5 - 6

2.2 Tannis Drysdale, Rainy River Future Development Corporation - Activity Report October to December 2016 7 - 13

**3. Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Letter dated January 31, 2017 from S. Covey & S. Mayes, Operation Lifesaver re: Rail Safety Week 14 - 15  
- will be advised of Council's proclamation

3.3 Letter dated February 6, 2017 from K. Hofer, President, Town & Gown Association of Ontario (TGAO) re: Membership Opportunity 16 - 17  
- will be referred to the Administration & Finance Executive Committee for recommendation

3.4 Letter received February 13, 2017 from Rainy River District Festival Association re: Request Financial Contribution 18  
- will be referred to the Administration & Finance Executive Committee for recommendation

3.5 E-mail dated February 21, 2017 from C. Fisher, Ducks Unlimited Fort Frances Chapter re: Installation of Panels along LaVerendrye Parkway 19  
- will be referred to the Operations & Facilities Executive Committee for recommendation.

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| 3.6 Letter dated February 12, 2017 from W. Marsden, Gen. Mgr. Team Ontario Male, re: Request Financial Support<br>- will be referred to the Administration & Finance Executive Committee for recommendation.  | 20 - 21     |
| 3.7 Letter dated February 21, 2017 from B. Gustafson, FFHS Chem Free Grad Committee re: Request Financial Support<br>- will be referred to the Administration & Finance Executive Committee for recommendation.   | 22          |
| 3.8 Letter dated March 1, 2017 from M. McDonald, President, Rainy River Cattlemen's Association re: Request Financial Support<br>- will be referred to the Administration & Finance Executive Committee for recommendation.   | 23 - 24     |
| 3.9 Letter dated March 1, 2017 from N. Boyd re: Request commemorative bench in honour of parents E and L Weir<br>- will be referred to the Operations & Facilities Executive Committee for recommendation.  | 25          |
| <b>4. <u>Approval of Council Minutes: *</u></b>   |             |
| 4.1 Session Nos. 057 and 058 dated February 13, 2017 and February 21, 2017 respectively   |             |
| <b>5. <u>Approval of Committee of the Whole Minutes: *</u></b>  |             |
| 5.1 Session Nos. 083, 084 and 085 dated February 13, 2017, February 21, 2017 and March 6, 2017 respectively   |             |
| <b>6. <u>Resolutions from tonight's Committee meeting</u></b>   |             |
| <b>7. <u>By-Laws:</u></b>   |             |
| 7.1 39~16-B - a by-law to amend an employment agreement with Doug Brown, CAO for the Town of Fort Frances   | 26 - 33     |
| 7.2 07~17 - a by-law to approve a Grant Contract with the Ontario Trillium Foundation for infrastructure financing at the Museum (roof, ramp, accessible washrooms)   | 34 - 47     |
| 7.3 13~17 - a by-law to authorize an agreement to lease and service a photocopier for Treasury at the Civic Centre.   | 48 - 51     |
| 7.4 14~17 - a by-law to approve a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for funding under the Public Transit Infrastructure Fund (PTIF) for financing towards one Handi-Van bus. | 52 -<br>124 |

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| - Strategy for a Waste-Free Ontario: Building the Circular Economy Released   | 130   |
| - Highlights of Bill 68 - Modernizing Municipal Legislation   |       |
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| 8.3 Letter received February 21, 2017 from D. Rusnak, MP Thunder Bay - Rainy River re: Connect to Innovate infrastructure program | 133   |
| 8.4 Letter dated January 31, 2017 from K. McGarry, Minister of Natural Resources and Forestry re: 2017 ROMA participation Thanks  | 134   |
| 8.5 Ministry of Natural Resources and Forestry Inspection Notice for Sapawe Forest  | 135   |
| 8.6 Letter dated March 6, 2017 from Hon. M. Hunter and Hon. B. Chiarelli, Ministry of Education re: Pupil Accommodation Reviews   | 136 - |
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| 8.7 Letter dated March 2017 from Hon. D. Damerla, Minister of Seniors Affairs re: Senior of the Year Award                        | 142   |
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| <b>9.     <u>Minutes:</u></b>  |              |
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| <b>11.    <u>ADJOURNMENT</u></b>                                       |              |
| <b>12.    <u>* Previously distributed to Council</u></b>               |              |
| <b>13.    <u>** Items can be viewed by contacting the Clerk</u></b>    |              |

**Lisa Slomke**

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**From:** Melissa Pearson <melperson@sympatico.ca>  
**Sent:** Monday, March 06, 2017 11:13 AM  
**To:** Lisa Slomke  
**Subject:** REQUEST FOR SUPPORT  
**Attachments:** municipal council motion.doc

Hi Lisa:

I am a resident of Fort Frances and I am working with a campaign on combatting privatization. Our group would like to make a presentation to Council at the meeting on Mar 13/17 if possible at which time we will be seeking Mayor and Council support. I have attached the motion we will review at the meeting if accepted.

I look forward to hearing from you. If you require anything further, I can be reached at 807-275-6439 or via email to this address.

Have a great day!

Melissa Pearson

The public sector.  
We built it. We paid for it.



**We Own It**

## Municipal Motion

**Whereas** public services are, by their very definition, open to all members of the public and therefore of benefit to all members of the public;

**And whereas** the management and oversight of privatized services are, by their very definition, private and therefore of benefit primarily to investors;

**And whereas** there is ample evidence that privatized public services provide lower quality services to fewer members of the public;

**And whereas** there is also ample evidence that privatized public services cost more because of their need to generate profit for wealthy investors;

**And whereas** proposals to privatize public services have a consistent track record of breaking promises to maintain or even improve quality while reducing costs;

**And whereas** a growing number of communities around the world are reaping significant benefit by in sourcing services that had been previously privatized or outsourced;

**Be it resolved** that the Town of Fort Frances recognizes that the public delivery of public services ensures more transparency and accountability to the public, democratic oversight and control of public service delivery by our community's elected representatives, and avoids the diversion of public funds into profits for private corporations.

**Be it further resolved** that the Town of Fort Frances call a moratorium on privatizing or outsourcing any of its public services without first undertaking a rigorous, credible and fully public and transparent review of the privatization or outsourcing proposal

**Be it further resolved** that the Town of Fort Frances review current privatized and outsourced services with a view to in sourcing them in order to lower costs and/or improve services.

# RRFDC ACTIVITY REPORT

**October to December 2016**

**RAINY RIVER FUTURE DEVELOPMENT CORPORATION**  
601 MOWAT AVENUE, FORT FRANCES, ONTARIO P9A 1Z2  
PH: 807-274-3276\*\*\*FAX: 807-274-6989



**RAINY RIVER FUTURE  
DEVELOPMENT CORPORATION**  
A Community Futures Development Corporation



**T**he RRFDC continued to move forward with the enhanced economic development project and “**The Path Forward**” action plan.

- *Supported the Fort Frances Economic Development Office (FFEDO) with Economic Development Advisory Committee (EDAC) meetings and numerous projects.*

## **Economic Development Activities**

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### ***Mining – Industrial and Residential Preparedness***

The RRFDC continues to work closely with New Gold’s material procurement manager in order to identify potential companies for relocation in the District. The RRFDC has hired a mining supply sales expert to provide expertise on molding pitches to various vendors. We are beginning to see interest from confirmed vendors and providing them with options and opportunities to invest/locate to Fort Frances or the Rainy River district. <http://www.fort-frances.com/residents/lifestyle/move-fort-frances>

The RRFDC and the Fort Frances EDAC toured the mine site (December 2016) and received a thorough briefing on the construction activities and future plans.

The RRFDC began planning to assist with labour market shortages during this period. We met with partners and set up a speaker to help SME’s with hiring tips and innovative strategies and the event was attended by 30 area employers. A hiring fair is planned for spring of 2017.

We attended a hiring fair at Lakehead University on behalf of several employers who had employment openings and gathered resumes and promoted the positions available in the district.

### ***Forestry and Wood Products***

The RRFDC and FP Innovations sponsored a meeting of district wood processors to discuss the development of a wood products cluster in the region.

The meeting was attended by representatives from Manitou Forest Products, Norbord, Titan Manufacturing, and LEAF Manufacturing. Our speaker, Ken Koo did a wonderful job of presenting wood products opportunities to the group. Subsequent to this meeting the RRFDC has been working with two groups to discuss pellet manufacturing and glulam beams.



## Tourism

We closed the 2016 season of the Fort Frances Tourist Information Center (FFTIC) in October. Grant applications have been filed for two student positions for the summer of 2017. The RRFDC, working with the Town, looked at alternative and additional partners for the FFTIC. Meetings were held with the Chamber of Commerce and discussions with current the partner Sunset Country Tourism.

The RRFDC has been working the International Early Iron Car Club to help them market their event. We have produced a sponsorship package and posters. Closer to the event, we will provide online promotion and an event card.

A sponsorship and marketing organizer was sourced to work with the Ontario high school hockey championship planning committee to make sure that the event is well funded and results in the best possible Public Relations for the community.



## Branding/Digital Marketing

The RRFDC continued to use social media platforms to ramp up the Town of Fort Frances' presence on Twitter, Facebook and Instagram. We continued to train in social media, management, and the utilization of those tools to market the District. These tools are proving to be useful in providing information to potential residents moving here as a result of New Gold Inc. A new portion was built onto the Town's website that was specifically targeted to new residents with information consolidated into one link.



We also have purchased a drone that can be used to take photos from the sky at events and for general video marketing.

## ***Rainy Lake Market Square***

The RRFDC applied successfully to Ontario 150 to support a summer entertainment series at the Market Square in the summer of 2017.

The series is expected to begin in August of 2017. A series for 2018 will also be planned; and, admission will be free to spectators. Having the market and concert series running simultaneously will showcase the diversity of the new facility, and generate excitement throughout the community and surrounding communities. The concert series will truly introduce the community to the new market square.

A series of grant applications and sponsorship requests are awaiting approval for budgeting into 2017/2018.

The RRFDC has also been looking at other activities that could be suited to the square area that will diversify the offering and make the space successful.

We have begun compiling a list of businesses that have attended craft and home based business events; and, we plan to approach them to be market vendors once the square opens.

## ***Small and Medium Enterprise (SME) Support***

The RRFDC has been approved by MNM's Community Investment Readiness program for assistance in doing an Accommodations Facilities Market Analysis. The purpose of the funding is to encourage the development of additional investment in the hotels within the District.

## ***Age Friendly***

The RRFDC and Age Friendly Fort Frances continued the process of developing an Age Friendly survey for the community. A consultant has been hired by the group and they will be proceeding with the survey very soon.

## ***Telecommunications***

Fiber optics will be installed in Fort Frances in the spring and summer of 2017. TBay Tel will also be building a permanent office in the Fort Frances industrial park.

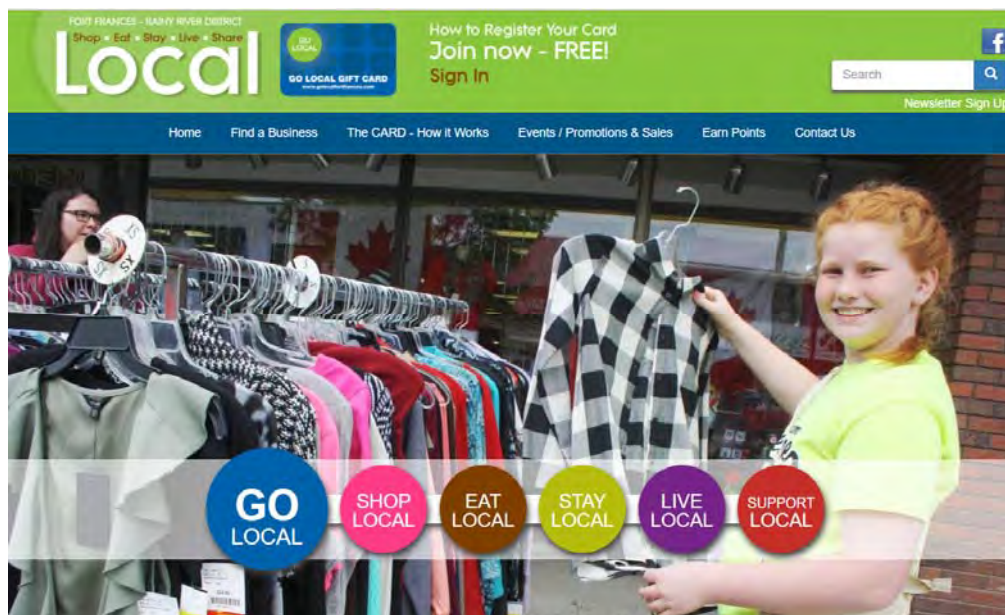
## ***Project Petunia***

We initiated the Project Petunia package again for Spring 2017. Sponsorship is available for \$50 a basket. Last year we sold all 50 baskets and enter 2017 with 11 baskets sold for this season.



### ***Go Local Report: December 2016***

In November 2016, we reached 3 million points and rewarded a program member with 3000 points in gift cards. The Go Local program remains to be successful; and, the Go Local website was also revamped to provide a more streamlined look and feel.



## ***Agriculture***

### **Land Clearing and Tile Drainage**

The Tile Drainage #2 project was completed during the last week of September. Our Tile Drainage #3 project has been sent to the NOHFC for review.

The NOHFC has requested that the members of Land Clearing #2 project, whom have not yet received assistance, be included in Land Clearing #1. This is due to numerous participants in Land Clearing #1 withdrawing leaving a sizable amount of approved funding unutilized. The combined project is to be sent to them for approval.

### ***Abattoir***

RRFDC staff met with Rainy River District Regional Abattoir Inc. Board members and discussed possible options for increasing revenue.



**RAINY RIVER FUTURE  
DEVELOPMENT CORPORATION**  
A Community Futures Development Corporation

February 14, 2017

Mr. Doug Brown, CAO  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

Dear Doug:

Please find attached the Rainy River Future Development Corporation's (RRFDC) invoice for services for the period October 1/16 – December 31/16. The Activity Report for the enhanced services is also attached.

We look forward to presenting our activities to Council on a date to be determined.

If you have any questions at all, please do not hesitate to ask.

Yours truly,

Geoff Gillon  
Regional Economic Developer







**RAINY RIVER FUTURE  
DEVELOPMENT CORPORATION**  
A Community Futures Development Corporation

31-Dec-16

Invoice # 003-12-2016

# INVOICE

**To:** Town of Fort Frances  
Attn: Doug Brown

**From:** Rainy River Future Development Corporation

**For:** **Fort Frances Economic Development**  
**For the period of October 1, 2016 to December 31, 2016**

**Amount:** **\$17,531.35**

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**Description:**

|  |             |
|--|-------------|
| Forest Industry Re-Positioning         | \$786.24    |
| Mining Supply and Services             | \$11,227.57 |
| Tourism Product Development            | \$13,848.45 |
| Existing SME Support                   | \$3,017.80  |
| Value Added Products                   | \$2,019.02  |
| Enhanced Services Economic Development | \$3,719.52  |
| Economic Development Intern            | \$3,717.10  |

|  |                            |
|--|----------------------------|
| <b>Total Project Expenses</b>  | <b><u>\$38,335.70</u></b>  |
| <b>Less Fednor/NOHFC Oct 1/16 to Dec 31/16<br/>And Other Support</b> | <b><u>-\$20,804.35</u></b> |
| <b>AMOUNT DUE</b>  | <b><u>\$17,531.35</u></b>  |

Any questions, please give us a call.  
Thank you!

**Due Upon Receipt**



**Operation Lifesaver**

901 - 99 Bank Street  
Ottawa, Ontario K1P 6B9  
Telephone (613) 564-8097  
Fax (613) 567-6726  
E-mail [admin@operationlifesaver.ca](mailto:admin@operationlifesaver.ca)

**Opération Gareautrain**

901 - 99, rue Bank  
Ottawa, Ontario K1P 6B9  
Téléphone (613) 564-8097  
Télécopieur (613) 567-6726  
Courriel [admin@operationlifesaver.ca](mailto:admin@operationlifesaver.ca)

January 31, 2017

Office of the Clerk  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9



Dear Sir / Madam:

Canada's 15<sup>th</sup> annual **Rail Safety Week** will be held from April 24 to 30, 2017. As you know, the purpose of this national event is to raise awareness about rail safety, and to highlight the ongoing commitment of communities such as yours, along with rail companies and their employees, in making Canada's rail network even safer.

Last year, your council joined the safety efforts of many other Canadian municipalities by adopting a resolution in support of **Rail Safety Week**. Once again this year, **Operation Lifesaver** is proud to be supporting the rail safety activities and events that will be taking place across the country throughout this important week. These events will emphasize the need for railways, communities and members of the public to work together to prevent the avoidable accidents, injuries and damage caused by collisions at level crossings, and incidents involving trains and citizens.

Your council can continue to be a powerful ally for our public awareness campaign by adopting the enclosed draft resolution to support **Rail Safety Week** in your community. Should you require additional information about Operation Lifesaver and rail safety, please consult [www.operationlifesaver.ca](http://www.operationlifesaver.ca).

Thank you in advance for your continued support of **Rail Safety Week**. We would greatly appreciate it if you would send us a copy of your resolution, and keep us informed of how you will be promoting rail safety in your community this year.

Sincerely,

Stephen Covey  
President  
Operation Lifesaver

Sarah Mayes  
National Director (Interim)  
Operation Lifesaver

Encl.

(Draft Resolution)

**RESOLUTION IN SUPPORT OF PUBLIC - RAIL SAFETY WEEK**

**Whereas *Public - Rail Safety Week*** is to be held across Canada from April 24 to 30, 2017

**Whereas** it is in the public's interest to raise citizens' awareness on reducing avoidable accidents, injuries and damage caused by collisions at level crossings or incidents involving trains and citizens;

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

**Whereas** Operation Lifesaver has requested City Council adopt this resolution in support of its ongoing effort to save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor

\_\_\_\_\_

seconded by Councillor

\_\_\_\_\_

It is hereby **RESOLVED** to support national ***Public - Rail Safety Week***, to be held from April 24 to 30, 2017.





Celebrating the Journey, Ottawa

May 8-10

2017 TGAO Symposium



February 6, 2017

Dear Colleague,

As an individual who is involved in developing strong relationships between post-secondary institutions and the communities in which they reside, I would like to introduce you to the Town and Gown Association of Ontario (TGAO) and the benefits TGAO can offer you.

*The Town and Gown Association of Ontario (TGAO) is the trusted, coordinated voice for students, post-secondary institutions, municipalities, first responders, residents, and landlords in Ontario communities that host post-secondary institutions. TGAO shares information and facilitates connections among diverse stakeholders to promote vibrant, cohesive communities for everyone.*

TGAO offers an annual symposium with opportunities to discuss current trends, research, regional issues, and best practices. The symposium program is designed to showcase cross-disciplinary efforts with proven results and emerging practices in the field of town and gown relations. The University of Ottawa and the City of Ottawa are partnering to host our 2017 Symposium, *Celebrating the Journey*, on May 8 through 10.

We have introduced a listserv in 2017 to provide members with the opportunity to access our network of town and gown colleagues, and reach out to share ideas, ask questions, and gather resources.

In 2017, we are aiming to increase the membership involvement of student organizations and neighbourhood groups with the introduction of a free membership for these stakeholder groups. We are also formally presenting an out-of-province membership opportunity.

Through our annual Symposium, our newsletter, and the new Listserv, TGAO offers the opportunity for you to meet and connect with other organizations that are working on near-to-campus issues, establishing partnerships to strengthen community, and implementing best practices.

**As we move forward in 2017, I look forward to your membership with TGAO. Complete and submit the enclosed membership form today, or visit [tgao.ca](http://tgao.ca) to complete the process online.**

Warm Regards,

Kathryn Hofer, MSW

TGAO President 2016-2017

[khofer@uoguelph.ca](mailto:khofer@uoguelph.ca)





Town and Gown Association of Ontario  
 32 Samuel Street, Kitchener ON N2H 1P1  
 T. 519-744-4764 E. [info@tgao.ca](mailto:info@tgao.ca) W. [www.tgao.ca](http://www.tgao.ca)

## MEMBERSHIP APPLICATION 2017

1. PRIMARY CONTACT \_\_\_\_\_

Position \_\_\_\_\_ Organization \_\_\_\_\_

Address \_\_\_\_\_

City, Province, Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

### ADDITIONAL MEMBER INFORMATION

| Name | Position | Telephone | Email |
|------|----------|-----------|-------|
| 2.   |          |           |       |
| 3.   |          |           |       |
| 4.   |          |           |       |

### MEMBERSHIP PACKAGES

| General TGAO Membership - \$250   | Individual Membership - \$150   | Student Affiliated Organization Membership – FREE  | Neighbourhood Association Membership - FREE   | Associate Out-of-Province Membership   |
|---|---|--|---|--|
| <ul style="list-style-type: none"> <li>• 4 voting memberships identified at time of membership</li> <li>• 4 Symposium discounts</li> <li>• Inclusion of logo on TGAO website directory</li> <li>• TGAO newsletter</li> <li>• 4 contacts on TGAO Listserv Forum</li> </ul> | <ul style="list-style-type: none"> <li>• 1 voting membership</li> <li>• 1 Symposium discount</li> <li>• Inclusion of logo on TGAO website directory</li> <li>• TGAO newsletter</li> <li>• 1 contact on TGAO Listserv Forum</li> </ul> | <ul style="list-style-type: none"> <li>• 1 voting membership</li> <li>• Reduced Symposium registration rate</li> <li>• Inclusion of logo on TGAO website directory</li> <li>• TGAO newsletter</li> <li>• 1 contact on TGAO Listserv Forum</li> </ul> | <ul style="list-style-type: none"> <li>• Reduced Symposium registration rate</li> <li>• Inclusion of logo on TGAO website directory</li> <li>• TGAO newsletter</li> <li>• 1 contact on TGAO Listserv Forum</li> </ul> | <ul style="list-style-type: none"> <li>• All membership types are offered to out-of-province stakeholders at the applicable fee structure for that membership and benefits for that membership</li> <li>• Non-voting membership</li> </ul> |

Membership Package Selected: \_\_\_\_\_ TOTAL DUE: \$ \_\_\_\_\_

Please Circle:    Payment enclosed    Cheque to follow    Online Payment at [www.tgao.ca](http://www.tgao.ca)

*Completed applications may be mailed to the address above or emailed to [info@tgao.ca](mailto:info@tgao.ca).*



# RAINY RIVER DISTRICT FESTIVAL ASSOCIATION

Box 806

Fort Frances, ON P9A 3N1

[www.ff-festival.com](http://www.ff-festival.com)

Telephone 274-6031

Established in 1935

2017 - 77th Year of Operation

## A Special Invitation to Corp. of Town of Fort Frances

The Rainy River District Festival Association's many volunteers are hard at work preparing for the 77th Festival of the Performing Arts, to take place in April, 2017. We now have a web site, [www.ff-festival.com](http://www.ff-festival.com) where all documents relating to the Festival can be found, as well as news and other information. We invite you to visit the site to keep up to date with Festival 2017.

Last year's Festival was extremely successful, thanks in part to those of you who contributed financially or as a "Helping Hand." In 2016, just under 600 talented performers took part!

Because of the generous financial support from you and many others in the community we have been able to keep Festival fees low, ensuring that participation is affordable for all families in the District.

The Festival Association invites you to become a 2017 partner in this very important aspect of the education of the many talented performing artists in the District. Every little bit helps and all donations are tax deductible. **As in years past, a complimentary "All Session Pass" to the 2017 Festival will be awarded for all contributions of \$25.00 or more!**

We are always looking for more "Helping Hands" to sit on committees or help out during Festival weeks.

If you would like more information about the Festival Association and how you can help, please contact *David Schwartz at 274-6031 or e-mail at [daveschwartz611@gmail.com](mailto:daveschwartz611@gmail.com)*

-----  
Please detach and return with your contribution

## YES, I'D LIKE TO BECOME A PARTNER IN "FESTIVAL 2017"

Enclosed is my contribution of ☐ \$12.00 ☐ \$25.00 ☐ \$50.00 Other \_\_\_\_\_

A Complimentary 2017 "ALL SESSION PASS" will be issued for all contributions of \$25.00 or over  
A receipt for income tax purposes will be issued for all contributions

### PLEASE CALL ME:

I'd like to join a Festival Committee ☐

I'd like to help out at Festival time ☐

contact person email address \_\_\_\_\_

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

## Town

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**From:** Fort Frances Ducks Unlimited <fortfrancesducksunlimited@gmail.com>  
**Sent:** February-21-17 9:45 PM  
**To:** Town  
**Subject:** Ducks Unlimited Waterfront Signage

Mayor and Members of Council,

Ducks Unlimited is celebrating its 80th anniversary in Canada, and after a year away, plans are being made to bring back the Fort Frances Ducks Unlimited Fundraising Banquet this May. Since 1985, the Fort Frances Ducks Unlimited Fundraising Banquet has raised over \$760,000 for wetlands conservation in Canada. Despite being a small community, in recent years Fort Frances was consistently one of the Top-20 fundraising events in Ontario.

A number of years ago, Ducks Unlimited Canada and the Town of Fort Frances partnered to install three panels on the Laverendrye Parkway walking paths. The idea behind these panels was to provide information about different species of waterfowl or other animals that may be observed along the walkway. As such, the three installed panels provide information on the common goldeneye, common loon, and bufflehead. Unfortunately over time these panels have fallen into a state of disrepair.

Ducks Unlimited is proposing a two-part project.

First, the existing panels will be replaced. Ducks Unlimited will design the panels, which will contain similar information on these three species, as well as the world-famous Ducks Unlimited "duck head" logo, and the Town of Fort Frances logo. Ducks Unlimited will seek out a local service provider to create the physical signage. The Town of Fort Frances would be responsible for providing installation of the new panels.

Second, Ducks Unlimited is seeking permission from the Town of Fort Frances to expand the number of panels along the waterfront. As the original idea of the project was to provide information about the various species one might encounter along the Laverendrye Parkway, additional signage should be incorporated in the project providing information on other species such as mallards, Canada geese, wood ducks, pelicans, and more. The new signs would extend along the walkway at regularly-spaced intervals along Front Street/Colonization Road. Depending on cost, the project may be extended over a number of years. Ducks Unlimited would be responsible for content design and fabrication of the signage and stands. The Town of Fort Frances would donate the space as well as installation of the signage.

This project will serve to provide educational information to users of the Laverendrye Parkway, visibility to Ducks Unlimited Canada in the Town of Fort Frances, and will position the Town as a partner with one of Canada's best-known environmental organizations. I look forward to discussing this proposal with you further.

Yours in Conservation,

Charles Fisher  
 Ducks Unlimited Fort Frances Chapter



## Aboriginal Team Ontario – Male

8920b County Rd. 45, Roseneath, ON  
416-553-1860 wesley.marsden@aswco.ca

Feb. 12, 2017

Dear Supporter of our Youth,

Re: Player sponsorship of **Izzy Smith** to attend the 2017 National Aboriginal Hockey Championship

On behalf of Aboriginal Team Ontario Hockey, congratulations go out to **Izzy Smith** for being selected as a defenseman to Team Ontario that will be attending the 2017 National Aboriginal Hockey Championship ("2017 NAHC") that will be taking place between May 1-6 2017 in Cowichan, British Columbia.

The National Aboriginal Hockey Championships is a week-long high performance event sanctioned by Hockey Canada that brings together the best Aboriginal bantam/midget aged male and female hockey players from across the country.

Each member of both the male and female teams must fundraise the required costs to cover travel, accommodations, food services, uniforms and team apparel.

The cost per athlete to attend the 2017 NAHC will be **\$1,200** which figure includes registration fees, accommodations, food services, associated team building activities, team and walk-on uniforms. Athletes are also responsible for their own travel expenses to and from the championship. All members of both the male and female teams must engage in fundraising efforts in order to raise the required monies to attend and participate in this important Aboriginal sport and cultural event.

Upon deciding to sponsor **Izzy Smith**, please ensure that you indicate his name in a letter or on your cheque/money order.

Please mail cheques or money order, payable to:

Aboriginal Sport & Wellness Council of Ontario  
2425 Matheson Boulevard East, 7th Floor  
Mississauga, Ontario L4W 5K4

We welcome the opportunity to answer any questions that you may have about the Ontario teams participating at the 2017 NAHC or the National Aboriginal



Hockey Championships and ask you to direct such inquiries to the undersigned by email [wesley.marsden@aswco.ca](mailto:wesley.marsden@aswco.ca).

Yours in Aboriginal Sport,

Sincerely,

Wes Marsden, General Manager - Team Ontario, Male



Contact Info

Crystal Enns 807-276-6564

Waylon Smith 807-271-1525

2

1109 King's Highway

P9A 2X8.

waylensmith30@gmail.com





**FFHS Chem Free Grad  
Fort Frances High School  
c/o Brian Gustafson  
440 McIrvine Road  
Fort Frances, ON  
P9A 3T8**

**Phone: 807-274-7747**

**Fax: 807-274-5171**

**E-mail: [brian.gustafson@mail.rrdsb.com](mailto:brian.gustafson@mail.rrdsb.com)**



February 21, 2017

Fort Frances Mayor and Town Council  
320 Portage Avenue  
Fort Frances, ON  
P9A 3M5

Dear Mayor and Council:

It is my great pleasure to announce that planning is underway for the 2017 FFHS Chem Free Grad party. As with every year, there is a dedicated group of parents starting the work to provide the best possible Chem Free Grad party for the graduates of Fort Frances High School. This will help guarantee a safe, alcohol and substance free environment in which to celebrate their children's high school accomplishments. As a committee, we rely on the support and generous contributions of the Fort Frances community and surrounding area. We thank the Town of Fort Frances for being one of these outstanding contributors year after year.

This year's FFHS Chem Free Grad Party will take place of Thursday, June 22. We are requesting a donation from the Town of Fort Frances equivalent to the cost of the rental fees for the arena and auditorium minus HST, totalling \$954.48. If there are specifics required regarding the Chem Free Grad Party in order to process this request, please contact me by e-mail, phone, or mail using the information given above.

We thank you for your time and consideration in this matter.

Respectfully yours,

Brian Gustafson  
Staff Advisor – FFHS Chem Free Grad Committee

Rainy River Cattlemen's Association  
 Murray McDonald – President  
 Box 388  
 Emo, ON P0W 1E0  
[rainyrivercattlemens@gmail.com](mailto:rainyrivercattlemens@gmail.com)



March 1, 2017

RE: Supporting the Township of Emo

Town of Fort Frances  
 P.O. Box 38 320 Portage Avenue  
 Fort Frances, ON P9A 3P9

Dear Town of Fort Frances;

Hello, we the Rainy River Cattlemen's Association are sending letters to all the local Municipalities in an attempt to help support and save our District Abattoir before it is too late. As you are likely aware the Rainy River District Regional Abattoir (RRDRAI) is struggling to keep its doors open. The board of the RRDRAI continues to work hard to increase revenue and decrease expenses. It will be of no surprise that taxes, insurance and hydro are quickly putting this not for profit business in jeopardy. The board of the RRDRAI has been working diligently to try and come up with a solution with the Township of Emo. Currently the RRDRAI owes over \$35,000 in tax arrears and in March they will be hit with another \$10,000 bill. The Abattoir is classified as Industrial which means a higher tax rate. The board of the RRDRAI has asked the township to at minimum waive the penalties that are occurring each month. This money would not be part of their budget if RRDRAI was able to keep up with tax payments. The RRDRAI has continually looked to the community for help and donations. We know that as a municipality you are unable to donate to community groups such as this. We thought that it was worth asking each municipality of the District to consider making a donation to the Township of Emo to help them offset these fees.

The abattoir adds value to every property in our District, not just the farms. As a municipality having access to good, healthy, Local Food should be a priority. Without the Abattoir none of us will have access to Local Food. Losing the Abattoir would be moving us in the wrong direction. We need to think about building more infrastructure to push our District forward.

RRRAI is not the only small, community owned plant that is struggling. We are frustrated that the currently the Government continues to talk about Local Food and the importance of it but they are not standing behind their talk.

If we lose our Abattoir we will potentially lose another important business in our District as well; i.e. Rainy River Meats. The Rainy River District 4-H Steer Auction will fold because of not having access to an abattoir. The local stores, restaurants and health care facilities that are using Local Meat will not have that option.

We hope that you will consider helping with our request to support and help save our District Abattoir!

If you have any suggestions, or would like to discuss anything further please don't hesitate to get in touch with us.

Sincerely;

A handwritten signature in blue ink, appearing to read "Murray McDonald", with a long, sweeping flourish extending to the right.

Murray McDonald  
President / RRCA



2648 Ridgetop Crescent,

Peterborough, ON , K9L 1H9

01/03/17



To the Mayor and Council

Fort Frances, Ontario

Our family would like to have a bench and commemorative plaque installed between Colonization Road and Rainy River at or near the end of 5<sup>th</sup> St. East. This would be in memory of our parents, Edward and Lila Weir. Since our mother is still a resident of Rainycrest, at the age of 95, timing of the plaque installation is an issue, but one that we can deal with at a later date.

Our parents built their home at 1210 5<sup>th</sup> St. East approximately 60 years ago and it was just sold last fall to a new owner. Both our parents were residents of Fort Frances most of their lives. Fort Frances was home. It would give our family a great deal of satisfaction to think that residents, while taking a break from their exercise along the waterfront, might take a moment to remember them or even wonder who our parents were. This something we do on our walks around the shores of Little Lake in Peterborough.

We understand that the town deals with purchase and installation of the bench, at our cost, and that we must arrange for purchase of the plaque from Fort Frances General Supply.

We would hope that you give this request your careful consideration and get back to us in regards to costs and any other responsibilities on our part. We would, of course, get payment to the town of Fort Frances in a timely manner, if it is your decision to grant us this request. Thank you for your consideration.

Sincerely, on behalf of our family

Nancy Boyd (POA for Lila Weir)

*Nancy Boyd*

**TOWN OF FORT FRANCES**

**BY-LAW NO. 39/16 - B**

(Being a by-law to amend an employment agreement with Doug Brown, CAO for the Town of Fort Frances, the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 8.)

**WHEREAS** on February 13, 2017, Council approved a report from the Human Resources Manager with regard to an amendment to the employment agreement with Doug Brown for his appointment as Chief Administrative Officer 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 amended employment agreement with Doug Brown in the form attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 13th day of March 2017.

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

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



**This AGREEMENT made in duplicate this day \_\_\_\_\_**  
**BETWEEN:**  
**THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")**  
**- and -**  
**Doug Brown**

---

**WHEREAS:**

1. The Town requires a Chief Administrative Officer to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Doug Brown has applied to the Town for the position of Chief Administrative Officer and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Doug Brown as Chief Administrative Officer;

**NOW THEREFORE:** The Town of Fort Frances and Doug Brown (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 Doug Brown 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 July 4, 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 Doug Brown 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 Doug Brown to perform the Duties for the Term.
  - b) Notwithstanding anything contained in this agreement Doug Brown 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 Doug Brown 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 Doug Brown the following:
  - i. the Town shall provide Doug Brown 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 Doug Brown, the greater of, a salary continuance equivalent to twelve (12) 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 Doug Brown 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 Doug Brown 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 Doug Brown except for payment of all amounts due and owing up to the date of the termination.
- e) Doug Brown 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 suite whatsoever including at common law which Doug Brown has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Doug Brown 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. Doug Brown:

- 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 CAO 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. Doug Brown 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 Doug Brown 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 Doug Brown that:
- a) Doug Brown'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 Doug Brown 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 Doug Brown 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: Mayor & Council  
 320 Portage Avenue  
 Fort Frances, Ontario  
 P9A 3P9

And in the case of Doug Brown, 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 enure 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 Doug Brown.
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 ) (Doug Brown)

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

Dated: \_\_\_\_\_

The duties of Doug Brown shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated June 23, 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  
Doug Brown

Dated: \_\_\_\_\_

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

- a) Bi-weekly based on a starting 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.
- b) Vacation entitlement shall be as per the Town's Management/Non-Union Benefits Policy. Notwithstanding said Policy, Doug Brown shall be entitled to carryover unused vacation credits up to a maximum of one-half (1/2) of his vacation entitlement in a given calendar year, which shall be first used in the calendar year immediately following the year from which it was carried over; failing that, said carried over vacation credits would be paid as monies in lieu of vacation leave at the rate of pay for which the credits would have ordinarily been compensated.
- c) Doug Brown shall be entitled to retain the value of his Overtime and Standby banks, as existing prior to becoming Chief Administrative Officer, and to use those hours in the calendar year that he retires from his employment with the Town. The amount of \$\_\_\_\_\_ represents the entire entitlement of \_\_\_\_\_ hours, based on his rate of pay at the time the hours were accrued. These monies shall be converted back to banked time off at his current rate of pay in the year that he retires, and no interest shall be accrued to Doug Brown over any period. Doug Brown shall be entitled to use said entitlements to backdate his retirement.



## **Chief Administrative Officer**

### **Position Description**

#### **Position Summary**

The Chief Administrative Officer is responsible for the strategic planning, development, coordination, and leadership in the delivery of services to the Town of Fort Frances to meet municipal objectives, policies and plans as set out in enacted by-laws, resolutions and policies at the formal request of Council. This position reports directly to Mayor & Council.

#### **Qualifications**

- Post-secondary education in administration or a related field
- Professional experience is an asset.

#### **Direction of Others**

The following positions report directly to the Chief Administrative Officer:

- Municipal Clerk
- Deputy Clerk
- Treasurer
- Fire Chief
- Manager of Community Services
- Manager of Operations and Facilities
- Manager of Human Resources
- Manager of Information Technology
- Municipal Planner
- Chief Building Official
- By-Law Enforcement Officers

#### **Revenue, Asset and Expenditure Scope**

|                                   |          |
|-----------------------------------|----------|
| Annual Municipal Expenditures     | \$22 M   |
| Average Capital Expenditures      | \$6-12 M |
| Annual Water & Sewer Expenditures | \$5 M    |

#### **General Responsibilities**

1. Directs the day-to-day affairs of the municipality in accordance with Council-approved plans and policies.
2. Organizes the operations and activities of the municipality into departments, bureaus or other administrative agencies, subject to the final approval by Council.



3. Prepares the annual budget (including the capital budget) for submission to Council, and bears responsibility for its administration after adoption.
4. Attends all Council and committee meetings and makes observations and suggestions.
5. Recommends to Council the appointment of heads of departments.
6. Provides supervision and oversight to management with respect to all staffing activities in accordance with policy, legislation and the relevant provisions of collective agreements.
7. Submits regular reports to Council on the operations and activities of municipal departments.
8. Submits recommendations orally or in writing on matters relating to the operation of the municipality's administrative structure and, if necessary, directs that any written reports be recorded as part of the proceedings of Council.
9. Provides leadership and participates in meetings of the senior management team, providing direction and guidance.
10. Directs, coordinates and supervises the implementation of all studies, policies, procedures, plans and programs approved by Council.
11. Acts as a liaison between Council and management.
12. Coordinates the preparation and submission to Council of an annual five-year forecast of capital requirements.
13. Ensures the development and promotion of effective corporate administrative policies and practices and provides guidance and advice to managers and Council on such matters.
14. Coordinates and reviews all Council reports and recommendations of managers, together with comments, analysis of options, and/or recommendations as deemed necessary.
15. Monitors the performance of managers and ensures that performance evaluations are completed in accordance with policy.
16. Facilitates and coordinates corporate planning and strategic initiatives with Council and the Administration.
17. Ensures that the Administration remains compliant with all legislative requirements.
18. Acts as a representative of the Town in meetings with ratepayers, other municipalities, and representatives of agencies, boards and commissions, and other levels of government.
19. Oversees all grant and subsidy applications for the municipality and participates with managers in drafting funding applications. Serves as the Accountable Executive for the Safety Management Systems regulation of Transport Canada concerning the Fort Frances Municipal Airport.
20. Liaises with the Ontario Provincial Police and stays abreast of current issues in the community.
21. Negotiates and administers service contracts with the Ontario Provincial Police.
22. Undertakes additional responsibilities as directed by Council.

### **Working Conditions**

- This position requires a minimum of 40 hours per week
- The incumbent will experience frequent interruptions
- Minimal exposure to disagreeable climatic extremes
- Additional hours average up to 30 percent in excess of the regular workday
- Additional hours are typically related to attendance at Council meetings, Committee meetings, and meetings with other government officials
- Typical demands for out-of-town travel are 8-12 trips per year for 2-5 days at one time
- Approximately 70% of a typical workday is spent indoors in private office surroundings
- Up to 30% of a typical workday is spent in local travel and performing occasional site visits

**TOWN OF FORT FRANCES**

**BY-LAW No. 07/17**

(Being a by-law to approve a Grant Contract with the Ontario Trillium Foundation (OTF) for infrastructure financing at the Museum for roof, ramp and accessible washrooms)

WHEREAS on February 13, 2017, Council approved a report from the Museum Curator, as recommended by the Community Services Executive Committee to sanction the grant agreement and authorize its execution by the CAO,

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

1. That the agreement in the form attached hereto as Schedule “A” with the Ontario Trillium Foundation be approved for the CAO 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 13<sup>th</sup> day of March 2017.

\_\_\_\_\_  
G. P. Ryan, Deputy-Mayor

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

2017-01-27, Town of Fort Frances (ON97346)

**Dear Doug Brown:**

**Re: Application ID# ON97346**

I am delighted to inform you that the Ontario Trillium Foundation (OTF) has approved your Ontario150 Community Capital Program grant application. We believe that our investment in your project will support positive, measurable change in Ontario communities, and are excited to work with you.

This letter and Grant Contract form the basis of the information that your organization requires to embark on a successful relationship with OTF.

Please read the entire Grant Contract carefully. The Grant Contract outlines the Foundation's expectations of the Grantee and the Grantee's obligations. It also ensures that the Grant benefits Ontarians and that the Grantee is accountable for public Grant funds. The Grant Contract includes:

- The Cover Page
- Terms and Conditions associated with your grant, including the [Ontario150 Community Capital Program Application Guide](#) 2016-2017
- The Schedule A, with Approved Budget, selected Grant Results and Metrics, Grant Reporting Schedule and Payment Schedule, and name of the OTF Program Manager monitoring your grant
- A Declaration of Understanding which confirms that you have read the relevant Policies and requirements stipulated
- Authorizing Signatures, pre-signed by OTF, and requiring the electronic signature of the person authorized to legally bind on behalf of your organization.

**Sign and return your Grant Contract** per directions provided within 60 days.

For projects ready to begin, OTF will issue your first payment based on the project start date, confirmation that matching funds are in place and receipt of the signed Grant Contract.

Additional important information:

- **Final 10% grant holdback:** Please note the final installment payment of your grant will be released only after you have submitted the final report and OTF has verified the satisfactory completion of the grant prior to March 31, 2018. The holdback is identified in the Payment Schedule associated with your grant.
- **Required grantee orientation webinar:** All Ontario150 Community Capital Program grantees are required to participate in an OTF orientation webinar, before returning their Grant Contract. Learn more about the [English](#) and [French](#) webinars.
- **Required grantee recognition of OTF:** You are required to publicly recognize the OTF investment in your initiative. Our expectations include a recognition event, the inclusion of the Government of Ontario and OTF logos on your website and other published/public materials related to this initiative, as well as recognition on applicable social media. Please review the recognition requirements on our website, [www.otf.ca](http://www.otf.ca), by clicking on "Already got a Grant?". Contact the OTF communications department at least three weeks before a planned recognition event.
- **Communications Planning Period:** As may have been noted in the recent telephone call with your OTF Program Manager, we ask that you not publicly announce your grant prior to OTF

2017-01-27, Town of Fort Frances (ON97346)

formally and publicly announcing the grant.

- **Bank account:** All OTF grantees must provide OTF with the details for a bank account in the name of the grantee organization at a Canadian financial institution and must add this information to their grant portal once the Contract has been signed. OTF Grant funds will be transferred into this account, and until used in accordance with the agreement, the Grant funds must be kept in this account.

The OTF is committed to leadership in the nonprofit sector, and we have a plan for how we'll make Ontario communities healthier and more vibrant. We are excited to invest in your project, and can't wait to see the impact your organization's work will have on your community.

Yours sincerely,



Janet Yale  
Chair, Board of Directors

2017-01-27, Town of Fort Frances (ON97346)

## **GRANT CONTRACT**

**(“the CONTRACT”)**

**BETWEEN**

**Ontario Trillium Foundation  
 (“The Foundation”)**

**AND**

**Town of Fort Frances  
 (“The Grantee”)  
 320 Portage Ave**

**Fort Frances, Ontario P9A 3P9**

**\$77,000.00 over 11 months**

**Delivering improved infrastructure with a \$77,000 grant over 11 months to replace the museum's roof, install a ramp and make accessibility upgrades to the washrooms. Enriching people’s lives through arts, culture and heritage, this initiative is helping arts, culture and heritage have appropriate spaces, and has an impact on the lives of 12,000 people in the community.**

**Application ID No.: ON97346**

**Approval Date:  
 2016-12-01**

2017-01-27, Town of Fort Frances (ON97346)

## Terms and Conditions

### 1. Use of Grant Funds

- Grant funds may only be used for the exclusive purpose of the project as it is described in Schedule A ("The Grant"). Grant funds may only be spent for the items and activities described in Schedule A.
- Grant funds are not to be used for the purchase of alcohol or expenses not eligible for funding under the [Ontario150 Community Capital Program Application Guide](#) 2016-2017.
- Grant funds are not to be used by or for any organization or individual other than those specified in Schedule A.
- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Reallocation of Grant Funds Policy" published at the Foundation's website at [www.otf.ca](http://www.otf.ca) (the "OTF Website"), including that Policy as it may be amended from time to time.
- The Grantee acknowledges that the amount of Grant funds available to it is based on the actual costs to the Grantee, less any costs (including HST and other taxes) for which the Grantee has received, will receive, or is eligible to receive a rebate, credit or refund.
- Any unspent Grant funds must be returned to the Foundation, unless the Foundation has given prior written approval for such funds to be spent on other items or activities that are consistent with the Grant's purpose.
- The Grantee fully understands that all payments of Grant funds to the Grantee are funded by the Ontario Government and are wholly conditional upon the Foundation receiving sufficient funding from the Ontario Government. The Grantee understands that if funding is not provided to the Foundation, or is provided in an insufficient amount by the Ontario Government, the Foundation is not obligated to make any payments of Grant funds to the Grantee and the Foundation may reduce the amount of Grant funds, otherwise modify the Grant, or terminate the Grant.
- The Grantee acknowledges that it is obliged to take reasonable care in screening volunteers and staff participating in the project described in Schedule A.

### 2. Maintaining Eligibility Status

- By signing this Grant Contract, the Grantee represents, warrants, acknowledges, and confirms that the eligibility status of the Grantee set out in the Grantee's application to the Foundation for Grant funds is current and in good standing.
- The Grantee represents and warrants that the Grantee has read, is in compliance with and agrees to comply in the future with the [Ontario150 Community Capital Program Application Guide](#) 2016-2017 and applicable OTF policies published on the OTF Website. Policies may be amended from time to time.
- The Grantee represents and warrants that the Grantee has and will, for the duration of the Grant, maintain its current status as cited in the Grantee's Organization Registration with OTF, and will immediately inform the Foundation of any change in or challenge to the Grantee's eligibility status as set out in the Grantee's registration with the Foundation.

### 3. Payment of Grant Funds

- The Foundation will pay Grant funds according to the terms stated in Schedule A.
- The Grantee must have - or must establish - a bank account in its own name at a Canadian financial institution. Until used in accordance with this Grant Contract, the Grant funds will be kept in this account.
- The Foundation must receive an electronically-signed copy of this Grant Contract before sending the first Grant payment to the Grantee.
- The Foundation may withhold Grant payments or terminate the Grant if, in the Foundation's opinion, the Foundation:

2017-01-27, Town of Fort Frances (ON97346)

- is not satisfied that matching funds are securely in place
- is not satisfied with the Grantee's progress;
- determines that the Grantee is unable to complete the Grant in a satisfactory manner or within the approved timelines;
- determines that the Grantee is not complying with this Grant Contract, as defined in Section 16 below; or
- determines that continuing the Grant is not in the general public's interest.
- If the Grantee has received more than one Grant from the Foundation and OTF terminates one or more of those Grants, OTF may withhold payments under or terminate any or all of the other Grants of the Grantee.
- The Foundation may withhold Grant payments or terminate the Grant if the Grantee ceases to operate, is insolvent or otherwise unable to pay its debts, makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or proceedings are commenced to adjudge bankrupt, place in receivership, wind up, dissolve or liquidate the Grantee.

#### 4. **Mandatory Orientation Session**

The Grantee will attend the Foundation's Orientation Webinar in order to understand its role and responsibilities as an OTF Grantee.

#### 5. **Grant Results and Metrics**

- The Grantee, as specified in Schedule A, will track and report on Grant Results and Metrics, as required, for this Grant.

#### 6. **Reporting and Grant Monitoring**

- The Grantee will immediately notify the Foundation of any changes to the finances, governance, management, staffing or operations of the Grantee or any other matter that might delay or stop the successful completion of the Grant.

#### ***Final Reports***

- The Grantee will submit a complete final report to the Foundation at the times specified in Schedule A.
- In this report the Grantee will clearly explain the Grantee's use of the Grant funds and the progress the Grantee has made toward achieving the metrics specified in Schedule A and the Grant Results, with the expectation that the Grantee has complied with the terms and conditions of this Grant Contract.
- All reports will be submitted according to the Foundation's requirements.
- The Foundation will review the progress the Grantee makes toward achieving the specified Metrics and Grant Results. Monitoring progress may involve on-site visits by Foundation representatives.
- The Foundation may also ask to consult with the Grantee's personnel regarding the Grantee's expenditures, records, progress, and achievements relating to the Grant. The Grantee will co-operate with any such inquiry by the Foundation and will make the Grantee's reports, records (as described in Section 7 below), and the Grantee's personnel available for the purpose of the inquiry.
- If the Foundation does not receive the final report in a timely manner or the final report is otherwise not in compliance with this Grant Contract, the Foundation will withhold the final payment until the late report is received and considered by the Foundation to be satisfactory. The Foundation may terminate the Grant if any final report is not received within sixty (60) days of the date on which it was due.
- If the Foundation does not receive final reports in a timely manner, this may be taken into consideration in assessing a future Grant application.

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### ***Additional Reporting***

- In addition to the regular scheduled reports, the Foundation may ask the Grantee to submit additional interim reports, verbally or in writing, which the Grantee will provide on a timely basis.
- The Grantee acknowledges and agrees that OTF has the unrestricted right to use all information provided by the Grantee, including sharing best practices and lessons learned to promote knowledge mobilization in the community and the Foundation; building evidence-based policy and program design in the public benefit sector; and sharing information with the public. As an agency of the Government of Ontario, the Foundation may use and disclose all information provided to it in carrying out its mandate, consistent with access and privacy legislation and the government's Open Government commitment.

### **7. Records**

- The Grantee will keep all reports (including supporting documentation) submitted to the Foundation as outlined in the previous Section 6, Reporting and Grant Monitoring.
- The Grantee will maintain accounting records that clearly show the receipt of Grant funds and how the money has been spent. All related records and supporting documentation will be available for inquiries, evaluations or audits by the Foundation for the purposes of this Grant Contract. Such records and supporting documents shall include but are not limited to a general ledger listing of detailed Grant expenses for all products, services, and salaries; corresponding invoices and proof of payment documents; bank statements, employment contracts, payroll registers, employee paycheques, Canada Revenue Agency records, and certificates of completion.
- The Grantee will keep records substantiating fulfillment of specified targets, metrics, conditions, and requirements, if any, and make them available to the Foundation on request.
- The Grantee will keep records relating to operations, employees, volunteer and program participants, including but not limited to registration forms of members, volunteers, and participants, and make them available to the Foundation on request.
- The Grantee will retain all records of Grant receipts and expenditures as outlined in detail in Sections 6 and 7 of this Grant Contract for at least six (6) years after the completion of the Grant.

### **8. Advocacy**

- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Advocacy Policy" published on the OTF Website, including that Policy as it may be amended from time to time.

### **9. Recognition of the Foundation's Funding**

- The Grantee represents and warrants that it has read and agrees to comply with the Foundation's "Recognition Policy" published on the OTF Website, including that Policy as it may be amended from time to time. The Grantee understands that its compliance with the Recognition Policy will be monitored.
- Photos taken at recognition events may be used by OTF on its website and/or in other publications.

### **10. Evaluation and Audit**

- The Foundation, Auditor General of Ontario or other Ontario government bodies may conduct or commission an evaluation or audit of this Grant. (The Foundation currently audits a minimum of 10% of its grants annually.) The Grantee will co-operate with any such evaluations or audits, including but not limited to making the Grantee's records, as described in Sections 6 and 7 of this Grant Contract, and the Grantee's personnel available to Foundation personnel or consultants, government internal audit



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professionals or the Auditor-General of Ontario, for the purpose of the evaluation or audit.

#### 11. **Applicable Laws**

- By signing this Grant Contract, the Grantee represents, warrants, acknowledges, and confirms that the Grantee has complied and will comply with all applicable federal and provincial laws and regulations, municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Grant. This includes but is not limited to - where applicable - the Ontario Human Rights Code, the Ontario Employment Standards Act, and the Income Tax Act.
- The Grantee further represents and warrants that it has read and agrees to comply with the Foundation's "Anti-Discrimination Policy" published on the OTF Website, including that Policy as it may be amended from time to time.
- The Grant Contract will be interpreted in accordance with the laws of Canada, the Province of Ontario, any municipality in the Province of Ontario, and any court order.

#### 12. **Insurance**

- The Grantee will purchase and maintain insurance, including but not limited to property insurance, casualty insurance, and general liability insurance, which is adequate for the purposes of the Grantee's operations. Adequate insurance coverage must be maintained for the duration of the Grant.

#### 13. **Indemnity**

- The Grantee agrees to indemnify and save the Foundation, its officers, directors, employees, and agents harmless from and against any and all costs, claims, demands, expenses, actions, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused, arising out of or in any way related to the Grant, the Grantee, or the payment or non-payment of Grant funds to the Grantee. The Foundation holds this indemnity in trust for parties who are not parties to this Grant Contract.

#### 14. **Termination**

- If the Grantee violates any of the provisions of this Grant Contract including the attached Schedules, the Foundation has the right to terminate the Grant.
- If the Grant is terminated, the Foundation will withhold any further payments of Grant funds.
- If the Grant is terminated, the Grantee must repay any unspent portion of the Grant funds to the Foundation. The Grantee will also repay to the Foundation Grant funds that the Grantee has spent if, in the Foundation's sole opinion, such Grant funds have not been spent in accordance with this Grant Contract.
- Any decision by the Foundation to terminate this Grant will be final and legally binding.

#### 15. **Acquisition of Goods and Services; Distribution of Assets**

- If the Grantee acquires supplies, equipment or services with Grant funds, it shall do so through a process that promotes the best value for money and is free from an actual or potential conflict of interest.
- A conflict of interest includes any circumstances in which the Grantee or any person who has the capacity to influence the Grantee's decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Grantee's objective, unbiased and impartial judgment. The Grantee will disclose to the Foundation, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest, and comply with any terms or conditions that the Foundation may prescribe as a result of the disclosure.
- The Grantee will not, without the Foundation's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Grant funds or for which Grant funds were provided.

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- If within five years of receiving the Grant funds the Grantee dissolves or no longer needs assets, whether real or personal property, purchased with the Grant funds, the Grantee will at the request of the Foundation transfer any such assets with a value of \$5,000 or more, for no consideration and clear of such encumbrances as the Foundation may in its discretion specify, to a not-for-profit organization that meets the Foundation's "Eligibility Requirements" as set out in the Foundation's Eligibility Policy or, in the discretion of the Foundation, to the Foundation. The Grantee will co-operate with due diligence inquiries by the Foundation or other qualified transferee prior to the transfer and will make all relevant documentation of the Grantee available for the purpose of such inquiries prior to the transfer.

#### 16. Entire Agreement

- This Grant Contract, including these Terms and Conditions, all Schedules to this Grant Contract, the Declaration, the Signature Page(s), the [Ontario150 Community Capital Program Application Guide](#) 2016-2017, the Foundation Policies expressly referred to in the foregoing (collectively, the "Primary Contract Documents"), and all additional relevant Foundation Policies posted on the Foundation's website at [www.otf-policies.ca](http://www.otf-policies.ca), including as they be amended from time to time, and any amending agreement entered into as provided for below, constitutes the entire agreement between the Foundation and the Grantee and supersedes all prior oral or written representations and agreements. In the event of any inconsistency between the provisions of the Primary Contract Documents or any amending agreement and the provisions of the additional Foundation Policies posted on the Foundation's website, the former shall prevail.

#### 17. Modification and Waiver

- This Grant Contract may only be modified by an amendment in writing duly executed by authorized personnel of the Foundation and the Grantee. If the Grantee fails to comply with any term of this Grant Contract, the Grantee may only rely on a waiver of the Foundation if the Foundation has provided a written waiver to the Grantee. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### 18. Acknowledgement

- The Grantee acknowledges that it has read and understands the provisions contained in the entire Grant Contract, including these Terms and Conditions, all Schedules to this Grant Contract, the Declaration, the Signature Page(s) and the OTF Policies referred to in this Grant Contract, and agrees to be bound by the terms and conditions contained in the entire Grant Contract.

#### 19. Capital Grants

- Without limiting the application of Section 12 above to the capital project, the Grantee will purchase and maintain insurance including but not limited to property insurance, casualty insurance, and general liability insurance which is adequate for the purposes of the capital project of the Grantee, including operations at the project site and any equipment used as part of the project. Adequate insurance coverage must be maintained for the duration of the Grant.
- Without limiting the application of Section 13 above to the capital project, the Foundation is not responsible or liable for the quality of design, construction, maintenance or operation of the capital project. The Foundation is not responsible or liable for any loss or damages arising out of or relating to the design, construction, maintenance or operation of the capital project.
- The Grantee will ensure that all renovations, modifications, and additions meet or exceed all applicable by-laws, building codes and project specifications, and will obtain and keep all relevant certificates of completion.

#### 20. No Partnership or Joint Venture

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- It is expressly acknowledged and agreed that this Grant Contract, the Grant or the conduct of the Foundation and the Grantee relating to the Grant shall not create any form of partnership or joint venture between the Foundation and the Grantee.

**21. Non-Assignability**

- This Grant Contract shall not be assigned by the Grantee without the written consent of the Foundation.

**22. Reliance by Foundation**

- The Grantee represents, warrants, agrees, and acknowledges that in providing the Grant to the Grantee, the Foundation has relied on the representations and warranties contained herein and all information provided to the Foundation in the Grantee's application to the Foundation for Grant funds and all other information provided in writing to the Foundation by the Grantee; that such information is correct, will continue to be correct, and contains no material misrepresentations; and that the Grantee will immediately notify the Foundation if any such information ceases to be correct.

**23. Severability of Provisions**

- The invalidity or unenforceability of any provision of this Grant Contract will not affect the validity or enforceability of any other provision of the Grant Contract. Any invalid or unenforceable provision will be deemed to be severed.

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## Declaration of Understanding

**I declare that I have read and understand the Grant Contract between  
the Ontario Trillium Foundation (OTF)  
and my organization (Town of Fort Frances)**

**This includes all OTF Policies, published at [www.otf.ca](http://www.otf.ca).**

### **In addition to the Grant Contract, I further acknowledge that:**

The information contained in the application and accompanying documents is true, accurate and complete.

I am a representative with designated signing authority/decision-making authority in our organization. The Ontario150 Community Capital Program will not disburse funds without confirmation that full project funding from all sources is in place.

The Ontario150 Community Capital Program will not reimburse any expenses incurred prior to the date of approval of the grant.

The amount of funding requested in the application corresponds to the conditions related to the size of our organization's operating budget.

The funding secured for this project from government sources do not exceed 90% of the total project cost.

Our organization is not in default of the terms and conditions or any grant or loan agreement with any ministry or agency of the Government of Ontario.

I understand that I must provide OTF with the details for a bank account in the name of my organization at a Canadian financial institution, and have added this information to our grant portal. I, or the appropriate person in my organization for this Grant, have participated in OTF's orientation webinar and understand the role and responsibilities of an OTF grantee.

I understand that I must provide OTF with the details for a bank account in the name of my organization at a Canadian financial institution, and have added this information to our grant portal.

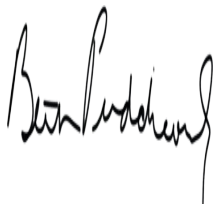
I understand that if our grant includes capital renovations to land or property, that my organization must hold proof of ownership or a minimum five-year lease of the land or property agreement, and I agree that this documentation will be provided to OTF immediately upon request.

I understand that OTF sets parameters to support the effective use of grant funds while ensuring accountability and the appropriate use of public funds and that Grant funds can only be reallocated in accordance with the terms of the Reallocation of Grant Funds Policy.

I have reviewed and understand the OTF reporting requirements for this program, including timing and tools for reporting and evaluation. I understand what information needs to be tracked, and how to complete the reports to OTF.

**IN WITNESS WHEREOF, the Grant Contract has been signed on behalf of the parties as of the dates indicated below. I have the authority to legally bind the organization in this Grant Contract.**

Ontario Trillium Foundation



Town of Fort Frances

Per:

**X**

Name : Doug Brown

2017-01-27, Town of Fort Frances (ON97346)

Per: |  
Beth Puddicombe  
Vice-President, Community Investments  
2016-12-01

2017-01-27, Town of Fort Frances (ON97346)

## SCHEDULE A

### BUDGET GRANT RESULT AND METRICS PAYMENT AND REPORT SCHEDULES

**Grantee:** Town of Fort Frances  
**Application ID:** ON97346 **Approved Amount:** \$77,000.00  
**Approval Date:** 2016-12-01 **Grant Term:** 11 Months  
**Assigned Staff:** Amy Kuhn

The Grant to your organization is based on information provided in your application.

### BUDGET

Grant funds may only be spent as per the approved amounts in each of the categories below, which are based on itemized details provided in the financial workbook submitted with your application.

### Direct Personnel Costs

| OTF Budget Request                | Requested Amount   | Notes  |
|-----------------------------------|--------------------|--|
| Renovations, repairs or retrofits | \$70,000.00        | Inclusive contracting costs to repair roof = \$50,000<br>Inclusive contracting costs to build accessible ramp = \$60,000<br>Inclusive contracting costs to combine present washrooms into one accessible washroom = \$30,000 |
| Equipment                         | \$0.00             |  |
| Developmental Costs               | \$7,000.00         | Plans and project management services includes project-related costs for contractors and consultants   |
| <b>Total Ontario150 Request</b>   | <b>\$77,000.00</b> |  |

### OTF INVESTMENT STRATEGY ALIGNMENT

Your grant has been approved for the following purpose: Delivering improved infrastructure with a \$77,000 grant over 11 months to replace the museum's roof, install a ramp and make accessibility upgrades to the washrooms. Enriching people's lives through arts, culture and heritage, this initiative is helping arts, culture and heritage have appropriate spaces, and has an impact on the lives of 12,000 people in the community.

**Priority Outcome:** Better Quality Programming and infrastructure to experience culture, heritage and the arts.

**Grant Result:** arts, culture and heritage have appropriate spaces.  
You will be expected to measure and report on the following:

#### Metrics

#### Achievements

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|  |         |
|--|---------|
| Amount of new space  | 424     |
| Infrastructure created or renovated reflects arts, culture or heritage | Culture |
| Number of additional hours available:                                  | 0       |

## Payment and Report Schedule

| Scheduled Event        | Payment Amount | Date       |
|------------------------|----------------|------------|
| Payment                | \$69,300.00    | 2017-04-02 |
| Final Report - Capital |                | 2018-04-30 |
| Payment                | \$7,700.00     | 2018-05-20 |

TOWN OF FORT FRANCES

BY-LAW NO. 13/17

(Being a by-law to authorize an agreement to lease and service a photocopier for Treasury at the Civic Centre)

WHEREAS on January 23, 2017 Council approved a report from the Treasurer which recommended entering into a lease and service agreement with Wilson's Business Solutions for a photocopier for Treasury.

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

1. The lease agreement and service contract dated February 6, 2017 in the form of a schedule 'A' attached hereto and forming part of this by-law be approved for the Treasurer to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 13<sup>th</sup> day of March 2017.

---

R. Avis, Mayor

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E. Slomke, Clerk



**Wilson's** Business Solutions

Card# \_\_\_\_\_

Date February 6, 2017

LEASE AGREEMENT  
Between  
ROY V. WILSON (1984) LTD.  
(TA WILSON'S BUSINESS SOLUTIONS)  
and

Customer Town of Fort FrancesAddress 320 Portage AveFort Frances ON P9A 3P9Phone # 807-274-5323

The following equipment is leased to the above customer for a period of 60 months at a monthly rate of \$236.95 (plus applicable taxes). The monthly payment is based on NET amount shown below. (Automatic Payment Plan form completed - Yes \_\_\_\_\_ No X ) (Bill mthly \_\_\_\_\_ qtrly X )

Model(s) Sharp Colour MFPDescription(s) MX6070N/MXDE28/MXFN30/MXRB25/MXPN16B/SURGESerial Number(s) TBD

\$11,995.00 less \$0 less \$0 = \$11,995.00  
Purchase price Trade-In Down payment Net (lease amount)

It is understood that should the above customer wish to purchase this equipment, they may do so at any time in the first 12 months and receive a rebate of 67% of payments paid to date, OR they may purchase at the end of the full term and receive a rebate EQUAL to 90% of the Net Lease Amount stated above.

In order to qualify for such a rebate, it is understood that the customer's account must be paid up to date.

It is also understood that this customer is responsible for any damage to the above equipment, as well as ALL maintenance costs after equipment warranty expires. In the case of photocopiers, (with the exception of PC series models) normal operating maintenance costs are included in the copy charge. Initial copy charge may be subject to change after 12 months, reflecting increases in cost of labour and supplies. The customer is also responsible for the loss of the above equipment by fire, theft, vandalism, or other abnormal causes.

This agreement is not subject to cancellation.

Customer \* Town of Fort FrancesAuthorized Signature Marie G. Lindberg

WILSON'S BUSINESS SOLUTIONS

Per [Signature]

## CREDIT APPROVAL REQUIREMENTS:

-AUTO DEBIT BANK PLAN ON LEASES UNDER \$5,000.00  
-APPROVAL REQUIRED FOR TERMS LONGER THAN 36 MONTHS  
OR AMOUNTS OVER \$15,000.00

INVOICE #  
COVERING  
WORK ORDER  
RENTAL FORM

# Wilson's business solutions

## SERVICE CONTRACT

WO# TD689

DATE: February 6, 2017

V. 08-01 dry

START DATE: Marc 1, 2017

|                      |                            |                              |                        |
|----------------------|----------------------------|------------------------------|------------------------|
| Customer Name:       | Town of Fort Frances       |                              |                        |
| Billing Information: | Address<br>320 Portage Ave |                              |                        |
|                      | City<br>Fort Frances       | Province<br>ON               | Postal Code<br>P9A 3P9 |
|                      | Contact Name               | Phone Number<br>807-274-5323 | Fax Number             |
|                      |                            |                              |                        |

|                   |                              |              |             |       |
|-------------------|------------------------------|--------------|-------------|-------|
| Site Information: | Address<br>Administration    |              |             |       |
|                   | Actual Location of Equipment |              |             |       |
|                   | City                         | Province     | Postal Code |       |
|                   | Contact Name                 | Phone Number | Fax Number  | Email |
|                   |                              |              |             |       |

| Equipment Description | Quantity | Description (Make, Model and Description) | Serial Number | Unit # | Start Meter |
|-----------------------|----------|---|---------------|--------|-------------|
|                       | 1        | MX6070N                                   | TBD           |        | 0           |
|                       | 1        | MXDE28                                    | TBD           |        |             |
|                       | 1        | MXFN30                                    | TBD           |        |             |
|                       | 1        | MXRB25                                    |               |        |             |
|                       | 1        | MXPN16B                                   | TBD           |        |             |
|                       | 1        | SURGE                                     |               |        |             |
|                       |          |   |               |        |             |
|                       |          |   |               |        |             |

|                          |  |
|--------------------------|--|
| Network Support Options: | There will be no installation charge or fees associated with connecting a newly purchased product to an existing network, provided there are no more than a maximum of five (5) computers. Larger networks will incur an installation fee at our normal networking rate if the number of computers exceeds five (5). The following rates are available for network related problems: <ul style="list-style-type: none"> <li>o Fee for service at \$125.00/hour</li> <li>o Prepaid service contract at \$80.00/hour (minimum 40 hour blocks)</li> </ul> (Please refer to Terms and Conditions section (3) <b>MAINTENANCE AND SERVICE</b> subsections (I), (II) and (III)) |
|--------------------------|--|

|                    |   |
|--------------------|---|
| Surge Suppression: | <b>Transformer based surge suppression is mandatory for ALL digital copiers and options.</b><br><input checked="" type="checkbox"/> Surge protector installed with machine<br><input type="checkbox"/> I <u>do not</u> want surge protection on my equipment and agree to pay for all electrical repairs.<br>Name (print)..... Signature..... |
|--------------------|---|

| Copy Charge Information   | Copy Charge Billing Frequency  | Preferred Option of Providing Meter Readings   |
|---|--|--|
| i) Cost per copy charges PO# _____ (if applicable)<br>Black 0.007 /copy<br>Colour 0.06 /copy<br><input type="checkbox"/> LABOR EXTRA<br><input type="checkbox"/> TONER EXTRA<br><input type="checkbox"/> COPY BLOCK ( _____ copies, prepaid)<br><input type="checkbox"/> ADDITIONAL INFO: _____<br>ii) Monthly Minimum:<br>a) \$ _____ /month (first _____ copies included)<br>b) Overage @ _____ /copy | <input checked="" type="checkbox"/> MONTHLY<br><input type="checkbox"/> QUARTERLY<br><input type="checkbox"/> ANNUALLY (Prepaid)<br><input type="checkbox"/> BLOCK (Prepaid) # of copies: _____<br><input type="checkbox"/> INTERESTED IN EQUAL MONTHLY BILLING? (available after 12 months of meter history is available) | <input type="checkbox"/> ON-LINE (see attached for instructions)<br><input checked="" type="checkbox"/> PROGRAM EQUIPMENT TO AUTOMATICALLY SEND (equipment must have available network connection)<br><input type="checkbox"/> OTHER<br>o Email to <a href="mailto:meter@wilson.ca">meter@wilson.ca</a><br>o Fax to (807) 223-3320<br>o Please call (note that calls will be placed 1 out of every 3 months) |

ALL AMOUNTS ARE SUBJECT TO APPLICABLE TAXES

CUSTOMER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS IN THIS AGREEMENT WHICH ARE SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE. ALL unsigned QUOTES ARE VALID FOR 30 DAYS.

|   |
|---|
| FOR OFFICE USE ONLY<br>Wilson's Business Solutions<br>BY: _____<br>Authorized Signature |
|---|

|   |
|---|
| Customer (Legal Name) <u>Town of Fort Frances</u><br>The undersigned affirms that he/she is duly authorized to execute this Agreement<br>By: <u>Lucille H. Fridberg</u> Title: <u>Treasurer</u><br>Authorized Signature<br>By: _____ Title: _____<br>Authorized Signature |
|---|

## TERMS AND CONDITIONS

This Service Contract ("Contract") shall not become binding on Wilson's Business Solutions ("Wilson's") until accepted in writing by Wilson's as evidenced by the signature of a duly authorized representative of Wilson's in the space provided on the reverse side.

1. NON-CANCELLABLE CONTRACT. This Contract cannot be terminated during the term set forth on the reverse side ("Term") except as expressly provided herein.

2. SERVICE PERIOD AND SERVICE FEES. "Service Period" shall mean each month, quarter or annual period as indicated in the Copy Charge Billing Frequency box on the reverse side. The Customer shall pay to Wilson's commencing in the month during which the Equipment is delivered to the Customer and continuing for the Term, an amount equal to the number of copies used in the Metered Period (as defined in the Meter Readings paragraph set forth below) multiplied by the applicable cost per copy rate ("Service Fee") set forth in the Copy Charge Information section. If a monthly minimum charge is being applied, the Customer shall pay the amounts set forth in the Monthly Minimum area of the Copy Charge Information section. A monthly amount ("Monthly Minimum") which includes a set amount of copies ("Minimum Usage") will be paid each month. The Customer shall also pay on a monthly basis, an amount equal to the number of copies used in the Metered Period in excess of the Minimum Usage multiplied by the Overage rate ("Overage"). Customer payments shall occur no later than the last day of the Service Period following the Metered Period. The amount payable in each Service Period shall not be reduced if the number of copies used in the Metered Month is less than the Minimum Usage. The obligation to pay the Service Fee or Monthly Minimum/Overage is absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense or counterclaim unless specifically provided for in the Contract. After the first 12 months of the Contract, Wilson's may change prices and/or terms and conditions periodically by notifying the Customer not less than thirty (30) days prior to the change(s) through Wilson's regular invoicing process.

3. MAINTENANCE AND SERVICE. Wilson's shall be obliged at its cost to keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. In performing such obligations, Wilson's shall keep the Equipment functioning in accordance with the general operating specifications and standards of the manufacturer thereof. Wilson's shall respond to requests for the servicing by the Customer during Wilson's usual business hours Monday to Friday in each week ("Wilson's Usual Business Hours") within a reasonable response period following a request by the Customer (a reasonable response period shall be based and determined on such factors as location of the Customer, climatic and traffic conditions and the availability of parts and manpower).

The Customer will be invoiced and pay: (i) for service calls outside of Wilson's Usual Business Hours at Wilson's then current published service rates for service outside of Wilson's Usual Business Hours (ii) for service calls related to Network Connected Equipment that are end user and/or computer related and not the direct result of defective Equipment provided by Wilson's, and (iii) for unusual and frequent service calls, repair and maintenance necessitated by the Customer's negligence, computer related viruses, non-compliance with manufacturer's recommendations, improper use, unqualified operators and use of defective supplies or supplies not acceptable for use with the Equipment. In the performance of Wilson's obligation to maintain and service the Equipment, Wilson's shall have the right to substitute an item of the Equipment with another item of Equipment of the same make and model and in comparable condition with the item being substituted and the Customer shall execute such acknowledgement of such substitution as Wilson's may reasonably require. The Customer agrees that Wilson's and/or its authorized agent shall have access to the Customer's premises to service, inspect and repair the Equipment and/or read the meter thereof. The Equipment shall be located and used at the place designated herein and shall not be moved without the prior written consent of Wilson's.

4. REPRESENTATIONS AND WARRANTIES. Wilson's warrants that it is the owner of the Equipment, free from any encumbrances. The Customer acknowledges that any other warranties with respect to the Equipment will be manufacturer's warranties, which, if assignable, are hereby assigned by Wilson's to the Customer. The Customer further acknowledges and agrees that its obligation to pay Service Fee or Minimum Monthly/Overage hereunder is unconditional. Wilson's, upon the prior written reasonable request of Customer, will co-operate and assist the Customer in the enforcement of any warranty assigned hereunder.

5. ASSIGNMENT BY WILSON'S. Wilson's may at any time assign all or part of its interest in this Contract or the Equipment. In the event of any such assignment, the Assignee shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Wilson's and the Customer hereby accepts all such rights. Wilson's shall continue to have the obligations of Wilson's set forth herein and warrants that any assignment pursuant hereto shall not affect the rights of the Customer hereunder provided, however, that Customer will not withhold payment of any amounts due under this Contract or otherwise default on its obligations under this Contract by reason of any claim in the nature of set-off or compensation which it might have or claim to have by reason of the failure or the alleged failure by Wilson's to perform its obligations hereunder until the expiry of sixty (60) days following the Customer's written notice to any Assignee setting forth the details of Wilson's failure to perform. During such period, the Assignee may remedy or arrange to remedy any such failure by Wilson's including but not limited to, arranging with another party to perform Wilson's maintenance and service obligations hereunder.

6. METER READINGS. During the first 20 days of the Service Period, the Customer agrees to notify Wilson's, or its designated agent, of the complete and accurate meter reading(s) from the equipment as of the last working day of the immediately preceding Service Period ("Metered Period") and all such notification of readings shall be in format designated by Wilson's. Wilson's shall use the meter readings provided by the Customer to calculate the actual usage for the Metered Period. Wilson's reserves the right to conduct an on-site inspection and verify the accuracy of the meter readings at any time and substitute its own readings in place of the readings provided by the Customer. Should the Customer fail to provide meter readings during the first 20 days of the Service Period following a Metered Period, Wilson's reserves the right to substitute an estimated meter reading and to calculate an estimated usage for such Metered Period and the Customer hereby agrees to accept such estimated usage.

7. CONTINUING CONTRACT. Provided the Customer is not in default hereunder, this Contract will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth herein unless either Wilson's or the Customer has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Contract by providing thirty (30) days' written notice to the other party.

8. LAWS AND TAXES. The Customer shall comply with all government laws, regulations and orders relating to this Contract, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise and other taxes now or hereafter imposed by any federal, provincial, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Wilson's). Any fees, taxes or other lawful charges paid by Wilson's upon failure of the Customer to make such payments shall at Wilson's option become immediately due from the Customer to Wilson's.

9. EQUIPMENT RISK AND INSURANCE. The Equipment shall be at the risk of the Customer. The Customer shall obtain and maintain for the entire Term and any Renewal Period of this Contract, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment.

10. DEFAULT. The occurrence or happening of any one or more of the following events shall constitute an event of default: (i) failure by the Customer to pay any Service Fee or Monthly Minimum/Overage or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by the Customer to perform or observe any covenant, condition or Contract to be performed or observed hereunder and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by the Customer herein or in any document or certificate furnished to Wilson's in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) if the Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver be appointed for the Customer or for a substantial part of its property without its consent; (v) if bankruptcy, reorganization or insolvency proceedings be instituted by or against the Customer; (vi) a writ, execution, attachment or similar process be issued or levied against the Equipment. Upon the happening of an event of default, Wilson's in its absolute discretion may: (a) DENY REQUESTS FOR SERVICE OR SUPPLIES; (b) terminate this Contract and by written notice to the Customer specifying a payment date not earlier than five (5) days from the date of such notice, require the Customer to pay to Wilson's as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of any Service Fee or Monthly Minimum/Overage and other amounts due and unpaid. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to above or otherwise available to Wilson's at law or in equity.

Signature \_\_\_\_\_

**TOWN OF FORT FRANCES**

**BY-LAW No. xx/17**

(Being a by-law to approve a Transfer Payment Agreement with the Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for funding under the Public Transit Infrastructure Fund (PTIF) for financing of one Handi-Van bus)

WHEREAS on March 13, 2017, Council approved a report from the Manager of Community Services, as recommended by the Community Services Executive Committee to authorize and execute the submission to the Ministry of Transportation for the funding to purchase one Handi-van bus,

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

1. That the agreement in the form attached hereto as Schedule “A” with the Ministry of Transportation be approved for the Clerk and Mayor 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 13<sup>th</sup> day of March 2017.

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G. P. Ryan, Deputy-Mayor

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E. Slomke, Clerk

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**THIS TRANSFER PAYMENT AGREEMENT** for the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) (the “Agreement”), made in quadruplicate, is effective as of the Effective Date (both “Agreement” and “Effective Date” as defined in section A.1.2 (Definitions)).

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Transportation for the Province of  
Ontario

(the “Province”)

- and -

**The Corporation of the Town of Fort Frances**

(the “Recipient”)

**BACKGROUND**

The Government of Canada announced in its Budget 2016 an investment of \$120 billion in infrastructure over 10 years, including \$60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada’s economy for the future.

The 2016 Federal Budget proposes to provide \$11.9 billion in transit infrastructure over five years, which includes funding under a new federal program entitled Public Transit Infrastructure Fund (“PTIF”, as defined in section A.1.2 (Definitions)), to upgrade and improve public transit systems. Phase One of the PTIF commits approximately \$3.4 billion across Canada, to be distributed on the basis of transit ridership.

Canada (as defined in section A.1.2 (Definitions)) has agreed, under the PTIF and corresponding Bilateral Agreement (as defined in section A.1.2 (Definitions)) between Canada and Ontario, to provide up to \$1,486,680,000 for projects to help accelerate short term investments while supporting the rehabilitation of transit systems and fund studies to support longer term transit expansion plans in Ontario.

Under the Bilateral Agreement, the Province has agreed to identify projects, municipal and provincial, and be responsible for the transfer of PTIF funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).



The Recipient has applied to the Province for PTIF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule “C” (Project Description, Budget and Timelines)), a public transit infrastructure project.

The Province has submitted, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project to Canada for approval.

Canada has approved the Project and agreed to provide PTIF funds for the Project.

The Agreement sets out the terms and conditions upon which PTIF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

### **1.0 ENTIRE AGREEMENT**

- 1.1 The Agreement, comprising of:
- Schedule “A” - General Terms and Conditions
  - Schedule “B” - Project Specific Information
  - Schedule “C” - Project Description, Budget and Timelines
    - Sub-schedule “C.1” - Program Funding Request
  - Schedule “D” - Reporting
  - Schedule “E” - Eligible Expenditures and Ineligible Expenditures
  - Schedule “F” - Evaluation
  - Schedule “G” - Communications Protocol
  - Schedule “H” - Disposal of and Revenues from Assets
  - Schedule “I” - Aboriginal Consultation Protocol
  - Schedule “J” - Requests for Payment and Payment Procedures
    - Sub-schedule “J.1” - Form of Request for Payment Form
    - Sub-schedule “J.2” - Form of Certificate from Recipient
    - Sub-schedule “J.3” - Form of Declaration of Sub-project Completion
    - Sub-schedule “J.4” - Form of Certificate from Professional Engineer
  - Schedule “K” - Committee
  - Schedule “L” - Public Transit Infrastructure Fund (PTIF) Attestation Form, and any amending agreement entered into as provided for in Article 3.0 (Amending the Agreement),

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

## 2.0 COUNTERPARTS

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

## 3.0 AMENDING THE AGREEMENT

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

## 4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario) and the *Auditor General Act* (Ontario);
- (b) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as  
represented by the Minister of Transportation for the  
Province of Ontario

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Steven Del Duca  
Title: Minister

**The Corporation of the Town of Fort Frances**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: [insert the name]  
Title: [insert the title, e.g., Mayor or Regional Chair]

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: [insert the name]  
Title: [insert the title, e.g., Clerk]

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### A.1.0 INTERPRETATION AND DEFINITIONS

#### A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
  - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
  - (ii) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
  - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

#### A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Agreement”** means this Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.0 (Entire Agreement).

**“Asset”** means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Bilateral Agreement “Public Transit Infrastructure Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on July 29, 2016.

**“Budget”** means the budget described in Sub-schedule “C.1” (Program Funding Request).

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

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Committee”** has the meaning ascribed to it in section A.32.1 (Establishment of Committee).

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

**“Declaration of Sub-project Completion”** means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada),

*Canadian Environmental Assessment Act, 2012 (Canada), Fisheries Act (Canada) and Navigation Protection Act (Canada).*

**“Event of Default”** has the meaning ascribed to it in section A.14.1 (Event of Default).

**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

**“Final Progress Report”** means the Final Progress Report described in Article D.3.0 (Progress Reports and Final Progress Report).

**“Funding Year”** means:

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

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

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, agents, appointees and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

**“Outcomes Progress Reports”** means the Outcomes Progress Reports described in Article D.4.0 (Outcomes Progress Reports).



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

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

**“Program”** means the program established by the Province to identify projects under the PTIF and enter into agreements, including the Agreement, with recipients of PTIF funds.

**“Progress Reports”** means the Progress Reports described in Article D.3.0 (Progress Reports and Final Progress Report).

**“Project”** means the undertaking described in Sub-schedule “C.1” (Program Funding Request).

**“Project Evaluation”** means the project evaluation described in Article F.1.0 (Project Evaluation).

**“Project Incrementality”** means that the Funds are added to the funding already planned by the Government of Ontario through its 2016 Budget or municipalities in the Province of Ontario as part of provincial and municipal infrastructure plans, to allow Ontario and municipalities to carry out more infrastructure projects or to accelerate those that they had already planned.

**“PTIF”** means the Public Transit Infrastructure Fund established by Canada to help accelerate short term investments while supporting the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

**“Reports”** means the reports described in Schedule “D” (Reporting).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Sub-project”** means a project described in Sub-schedule “C.1” (Program Funding Request).

**“Sub-project Completion”** means when a Sub-project can be used for the purpose for which it is intended, and all required Reports and other reports and documents, including declarations and certificates, in respect of the Sub-project have been submitted to the Province.

**“Sub-project Completion Date”** means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

**“Timelines”** means the Project schedule described in Sub-schedule “C.1” (Program Funding Request).

**“Total Financial Assistance”** means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that:

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

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

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

**A.2.3 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;

- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

### **A.3.0 TERM OF THE AGREEMENT**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 50% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

**A.4.2 Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
  - (i) any Funds to the Recipient unless the Recipient fulfils all of the special conditions listed in section A.34.1 (Special Conditions); and
  - (ii) instalments of Funds unless the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the 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 or Budget, or both; or
  - (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

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

- A.4.4 **Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing PTIF funds it receives from Canada to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.
- A.4.5 **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.
- A.4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) demand from the Recipient the repayment of an amount equal to the interest.
- A.4.7 **Maximum Funds.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
  - (b) if Canada's total contribution from all federal sources, including the Funds, towards the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
  - (c) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.
- A.4.8 **Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.
- A.4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- A.4.10 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

**A.4.11 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**A.4.12 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.13 Project Incrementality.** The Recipient acknowledges, as attested in the Public Transit Infrastructure Fund (PTIF) Attestation Form attached as Schedule “L” (Public Transit Infrastructure Fund (PTIF) Attestation Form), that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

**A.4.14 Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project (“Holdback”). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.



## **A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with:
  - (i) its policies and procedures; and
  - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

**A.5.2 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.2(a);
- (b) compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

**A.5.3 Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A.6.2 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

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

**A.6.3 Disclosure to 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 prescribe as a result of the disclosure.

## **A.7.0 REPORTING, ACCOUNTING AND REVIEW**

**A.7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized representative of the Recipient.

**A.7.2 Record Maintenance and Audit.**

- (a) The Recipient will keep and maintain:

- (i) proper, accurate, and in a manner consistent with generally accepted accounting principles financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Funds or otherwise to the Project;
- (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
- (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

**A.7.3 Inspection.** The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon 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, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) 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.

**A.7.4 Disclosure.** To assist in respect of the rights provided for in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

**A.7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

**A.7.6 Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.1 of the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

#### **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule “G” (Communications Protocol).

#### **A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA**

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.3 **AIA.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**A.9.4 Information Sharing with Province and Canada.** The Recipient acknowledges that:

- (a) the Province or Canada may request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) the Province may share any information it receives from the Recipient pursuant to the Agreement with Canada.

## **A.10.0 INDEMNITY**

**A.10.1 Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in any way arising out of (whether directly or indirectly) or in connection with the Project, the Recipient or the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

**A.10.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A.10.3 Province's Election.** The Province or Canada, or both, 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 the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Province, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

**A.10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province or Canada, as applicable, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, PTIF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

### A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.11.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
    - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or
    - (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and



- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A.12.0 TERMINATION ON NOTICE**

**A.12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
  - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

## **A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA**

**A.13.1 Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A.13.2 Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

**A.13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.14.1 Event of Default.** If, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b),

this event will constitute an Event of Default.

**A.14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

- (e) cancel all further instalments of 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 Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.14.3 Opportunity to Remedy.** If, in accordance with paragraph A.14.2(b), 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.

**A.14.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A.14.5 When Termination Effective.** Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

## **A.15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default),  
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if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A.16.0 FUNDS UPON EXPIRY**

**A.16.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A.17.0 REPAYMENT**

**A.17.1 Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

**A.17.2 Debt Due.** If, pursuant to the 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.

**A.17.3 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.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided for in Schedule “B” (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A.18.0 NOTICE**

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 **Notice Given.** Notice will be deemed to have been given:

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

A.18.3 **Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

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

## **A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A.19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A.20.0 SEVERABILITY OF PROVISIONS**

A.20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A.21.0 WAIVER**

A.21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.22.0 INDEPENDENT PARTIES**

A.22.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

#### **A.24.0 GOVERNING LAW**

A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.25.0 FURTHER ASSURANCES**

A.25.1 **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 the Agreement to their full extent.

#### **A.26.0 JOINT AND SEVERAL LIABILITY**

A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.27.0 RIGHTS AND REMEDIES CUMULATIVE**

A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.28.1 **Other Agreements.** If the Recipient:

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

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

#### **A.29.0 SURVIVAL**

A.29.1 **Survival.** The Parties’ rights and obligations, which by their nature, extend beyond the termination of the Agreement including, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will survive any expiry or termination of the Agreement and continue in full force and effect: Articles 1.0 (Entire Agreement),



3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada), A.7.7 (Third Parties), A.7.8 (Project Evaluation), A.7.9 (Calculations), Articles A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada), A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), and Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

### **A.30.0 ENVIRONMENTAL ASSESSMENT**

- A.30.1 **Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.
- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessment) have been met.

### **A.31.0 ABORIGINAL CONSULTATION**

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

### A.32.0 COMMITTEE

- A.32.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.32.2 **Notice of Establishment of Committee.** Upon Notice from the Province, at the Province’s sole discretion, the Parties agree to hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.32.1 (Establishment of Committee).

### A.33.0 DISPUTE RESOLUTION

- A.33.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.33.2 **Examination by the Committee and Parties.** The Parties agree, if a contentious issue arises and a Committee has been established under section A.32.1 (Establishment of Committee), to refer the contentious issue to the Committee for examination. In the absence of a Committee, the Parties agree to examine the contentious issue.
- A.33.3 **Potential Dispute Resolution by Committee.** The Parties agree that the Committee or the Parties will, as applicable and in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within, if the Committee, 30 Business Days, or, if the Parties, 90 Business Days of receipt of a Notice of a contentious issue.
- A.33.4 **Potential Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.33.5 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.33.6 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

### A.34.0 SPECIAL CONDITIONS

- A.34.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient providing the Province with:

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- (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming the authorized representatives of the Recipient for the Agreement;
  - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance); and
  - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
- (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
  - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
  - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with, if the Recipient does not own the land on which the Project is carried out, each of the land-owners upon which the Project is carried out.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.34.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**SCHEDULE “B”  
PROJECT SPECIFIC INFORMATION**

|  |  |
|--|--|
| <b>Maximum Funds</b>   | \$ 46,259.00   |
| <b>Expiry Date</b>   | March 31, 2020   |
| <b>Contact information for the purposes of Notice to the Province</b>  | <p><b>Address:</b> Public Transit Infrastructure Fund Phase One<br/>Municipal Transit Policy Office<br/>Ontario Ministry of Transportation<br/>777 Bay Street, 30<sup>th</sup> Floor<br/>Toronto ON M7A 2J8</p> <p><b>Phone:</b> 416-585-6312<br/><b>Fax:</b> 416-585-7343<br/><b>Email:</b> PTIF@ontario.ca</p> |
| <b>Contact information for the purposes of Notice to the Recipient</b>   | <p><b>Position:</b> [insert missing information]<br/><b>Address:</b> [insert missing information]<br/><b>Phone:</b> [insert missing information]<br/><b>Fax:</b> [insert missing information]<br/><b>Email:</b> [insert missing information]</p>   |
| <b>Authorized Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)</b> | <p><b>Position:</b> Manager, Municipal Transit Policy Office</p>   |

|  |   |
|--|---|
| <b>Authorized Representative designated by the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)</b> | <b>Position:</b> [insert missing information]   |
| <b>Contact Information for the authorized representative of the Recipient to respond to requests from the Province related to the Agreement</b>  | <b>Position:</b> [insert missing information]<br><b>Address:</b> [insert missing information]<br><b>Phone:</b> [insert missing information]<br><b>Fax:</b> [insert missing information]<br><b>Email:</b> [insert missing information] |

## SCHEDULE “C” PROJECT DESCRIPTION, BUDGET AND TIMELINES

### C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Program Funding Request).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Program Funding Request).

### C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

| Project Information |                       |                       |   |                                 |   |  |                |                                       |                                     | Federal Land                          | Financial Information |                     |   |  |  |   |   | Project Objectives                                |                        |                                       | Incrementally                    | Risk Assessment  |
|---------------------|-----------------------|-----------------------|---|---------------------------------|---|--|----------------|---------------------------------------|-------------------------------------|---------------------------------------|-----------------------|---------------------|---|--|--|---|---|---|------------------------|---------------------------------------|----------------------------------|--|
| Unique Project ID   | Ultimate Recipient    | Project Location      | Actual Project Site<br>(Civic Address or Geo Coordinates) | Project Title                   | Project Description   | Eligible Investments Category  | Project Nature | Forecasted Start Date<br>(YYYY/MM/DD) | Forecasted End Date<br>(YYYY/MM/DD) | Project Located on Federal Land (Y/N) | Total Project Cost    | Total Eligible Cost | Program Contribution<br>(Eligible Expenditures) | Other Federal Contributions<br>(Eligible Expenditures) | Provincial Contribution<br>(Eligible Expenditures) | Municipal Contribution<br>(Eligible Expenditures) | Other Contribution<br>(Eligible Expenditures) | Increased Capacity or Lifespan of the Asset (Y/N) | Enhanced Service (Y/N) | Improved Environmental Outcomes (Y/N) | Evidence of Incrementality (Y/N) | Risk Factors   |
| FTF-001             | Fort Frances, Town of | Fort Frances, Town of | 550 Osborne St, Fort Frances                              | Replacement of one Handivan Bus | Replacement of one Handivan bus, as the 2 buses in the community are both high mileage and the ridership & municipality would benefit greatly from bus replacement with greater seating capacity and reliability. | I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations); | New            | 2017/03/01                            | 2017/09/01                          | N                                     | \$ 92,518             | \$ 92,518           | \$ 46,259                                       | \$ -   | \$ -   | \$ 46,259   | \$ -  | Y   | Y                      | N                                     | Y                                | Funding approval in the 2017 municipal capital budget process for municipal portion. |
|                     |                       |                       |   |                                 |   |  |                |                                       |                                     |                                       | \$ 92,518.00          | \$ 92,518.00        | \$ 46,259.00                                    | \$ -   | \$ -   | \$ 46,259.00                                      | \$ -  |   |                        |                                       |                                  |  |



## SCHEDULE “D” REPORTING

### D.1.0 DEFINITION

D.1.1 **Definition.** For the purposes of this Schedule “D” (Reporting):

“**Reporting Guidelines**” means the reporting provided by the Province that provides direction to the Recipient on completing Reports.

### D.2.0 REPORTING

D.2.1 **Types of and Timelines for Reports.** The Recipient will submit Progress Reports, Outcomes Progress Reports and a Final Progress Report to the Province for each Sub-project as required and within the timelines in Schedule “J” (Requests for Payment and Payment Procedures).

D.2.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.3.0 (Progress Reports and Final Progress Report) and the Outcomes Progress Reports are described in Article D.4.0 (Outcomes Progress Reports).

### D.3.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

D.3.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Progress Report and Final Progress Report. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project” in the template refer to “Sub-project” as defined in the Agreement. The use of the term “Project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

| Project Information |                               |               |                     |
|---------------------|-------------------------------|---------------|---------------------|
| Unique Project ID   | Ultimate Recipient Legal Name | Project Title | Project Description |
|                     |                               |               |                     |

| Financial Information |                     |  |   |   |  |  |
|-----------------------|---------------------|--|---|---|--|--|
| Total Project Cost    | Total Eligible Cost | Program Contribution (Eligible Expenditures) | Other Federal Contributions (Eligible Expenditures) | Provincial Contribution (Eligible Expenditures) | Municipal Contribution (Eligible Expenditures) | Other Contribution (Eligible Expenditures) |
|                       |                     |  |   |   |  |  |

| Claim Information            |  |                |
|------------------------------|--|----------------|
| Total Incurred Eligible Cost | Total Claimed To Date (including This claim) | Amount Claimed |
|                              |  |                |

| Progress Information            |   |   |                                   |                                 |
|---------------------------------|---|---|-----------------------------------|---------------------------------|
| Federal Signage Installed (Y/N) | Forecasted Start Date (Updated from Project List)<br>(YYYY/MM/DD) | Forecasted End Date (Updated from Project List)<br>(YYYY/MM/DD) | Actual Start Date<br>(YYYY/MM/DD) | Actual End Date<br>(YYYY/MM/DD) |
|                                 |   |   |                                   |                                 |

| Progress Information            |                         |               | Risk Assessment                          |                     |
|---------------------------------|-------------------------|---------------|--|---------------------|
| Progress Towards Completion (%) | Project Complete? (Y/N) | Progress Note | Risk Factors (Updated from Project List) | Mitigation Measures |
|                                 |                         |               |  |                     |

## D.4.0 OUTCOMES PROGRESS REPORTS

**D.4.1 Format and Information for Outcomes Progress Reports.** The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Outcomes Progress Report. Also, each Outcomes Progress Report will include the information described in the template below in paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template).

### (a) Baseline Data and Results on Progress on Outcomes Template

The Recipient will provide the baseline data for the performance indicators identified below to the Province for the first Outcomes Progress Report.

Except for the first Outcomes Progress Report, the Recipient will provide the results on outcomes based on the performance indicators identified below for all Outcomes Progress Reports.

For greater clarity and for consistency with tables Ontario has received from Canada pursuant to the Bilateral Agreement, references to:

- “Project/project” in the table below refer to “Sub-project” as defined in the Agreement;
- “funded investments”, “funded” and “funding” in the table below refer to “Funds” as defined in the Agreement; and
- “PTIF recipient” in the table below refer to “Recipient” as defined in the Agreement.

| PTIF Outcome |                                     | PTIF Indicator  | Baseline data                    | This section to be updated at each reporting cycle                     |                        |
|--------------|-------------------------------------|---|----------------------------------|--|------------------------|
|              |                                     |   |                                  | Result   | # of Projects Affected |
|              |                                     |   |                                  | Provide cumulative results on completed projects from start of Program |                        |
| 1            | Projects that support modernization | Number of funded transit system projects that have incorporated modern, innovative technology | Not applicable, baseline is zero |  |                        |
| 2            | Funded plans are being implemented  | Number of funded plans or studies that led to informed decisions on investments               | Not applicable, baseline is zero |  |                        |

|    |                         |  |                                  |  |  |
|----|-------------------------|--|----------------------------------|--|--|
|    |                         |  |                                  |  |  |
| 3  | Improved rehabilitation | Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments                      |                                  |  |  |
| 4  |                         | Percentage of assets that have improved their physical condition rating as a result of funding   |                                  |  |  |
| 5  |                         | Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments |                                  |  |  |
| 6  | Increased safety        | Number of funded transit system projects that have added safety features or equipment  | Not applicable, baseline is zero |  |  |
| 7  |                         | Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments                          |                                  |  |  |
| 8  | Increased accessibility | Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding                              |                                  |  |  |
| 9  | Improved efficiency     | Average life cycle cost of applicable transit system assets after completion of funded investments   |                                  |  |  |
| 10 |                         | Average litres of fuel per passenger-kilometre after completion of funded investments  |                                  |  |  |

|    |                               |   |                                  |  |  |
|----|-------------------------------|---|----------------------------------|--|--|
| 11 |                               | Total estimated cubic-meters of natural gas saved as a result of funded investments                               |                                  |  |  |
| 12 |                               | Total estimated kilowatt-hours saved as a result of funded investments  |                                  |  |  |
| 13 | Transit systems are expanding | Total of new passenger-kilometres travelled as a result of funded system expansion projects                       |                                  |  |  |
| 14 |                               | Number of early works projects that lay the foundation for future transit system expansion (additional indicator) | Not applicable, baseline is zero |  |  |
| 15 |                               | Number of funded projects that support active transportation (additional indicator)                               | Not applicable, baseline is zero |  |  |
| 16 | Projects are Incremental      | Total value of capital expenditures for transit projects by PTIF recipient  |                                  |  |  |

## D.5.0 ABORIGINAL CONSULTATION RECORD

**D.5.1 Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

## D.6.0 RISK ASSESSMENT

**D.6.1 Further Details on Risk Assessment.** Upon the Province's written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Reports.

**D.7.0 CHANGES TO SCHEDULE “D” (REPORTING)**

**D.7.1 Minor changes to the Reporting.** Subject to section D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.

**D.7.2 Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.7.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

## SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

### E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

### E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- (a) capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility or safety, or both, of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, transit stations or other public transit capital assets, refurbishment or replacement of existing rolling stock, intelligent transportation systems and replacement or enhancement of transit stations);
- (b) expenditures to support the asset management capacity of a public transit system;
- (c) expenditures to support the design and planning for the expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies; and
- (d) projects for system expansion, which may include active transportation, if they can be completed within the PTIF timeframe.

E.2.3 **Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the Province’s opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2019 and Eligible Investments. Eligible Expenditures incurred between the period of April 1, 2018 and March 31, 2019 will be subject to the prior written approval of Canada and the Province and limited to a maximum of 25% of the Maximum Funds. Eligible Expenditures include only the following:



- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
- (b) costs of Aboriginal consultation and, where appropriate, accommodation;
- (c) costs of construction carried out in-house by the Recipient; and
- (d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

### **E.3.0 INELIGIBLE EXPENDITURES**

**E.3.1 Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to April 1, 2016 and costs incurred after March 31, 2019, unless otherwise approved pursuant to paragraph E.2.3(d);
- (b) except as otherwise specified in the Agreement and at the Province's sole discretion, costs incurred for cancelled Projects;
- (c) land acquisition;
- (d) leasing land, buildings and other facilities;
- (e) leasing equipment other than equipment directly related to the construction of the Project;
- (f) real estate fees and related costs;
- (g) financing charges;
- (h) legal fees and loan interest payments, including those related to easements (e.g., surveys);
- (i) any goods and services costs which are received through donations or in kind;
- (j) taxes for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- (k) costs associated with operating expenses and regularly scheduled maintenance work;
- (l) costs incurred by the Recipient for the purpose of the Project Evaluation; and
- (m) other costs which are not specifically listed as Eligible Expenditures under Article E.2.0 (Eligible Expenditures and Eligible Investments) and which, in the opinion of the Province, are considered to be ineligible.

**E.3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;

- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel and any Third Party;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient; and
- (k) Recipient's upgrades not expressly approved by the Province;

**E.3.3 Costs Over and Above Project Scope.** Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project.

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT EVALUATION**

- F.1.1 Recipient’s Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or PTIF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

## SCHEDULE “G” COMMUNICATIONS PROTOCOL

### G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Communications Activities**” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, PTIF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

### G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 20 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general PTIF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise in respect of a Project or the PTIF.

## **G.8.0 SIGNAGE**

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.

- G.8.2 **Federal Funding Recognition.** Unless otherwise agreed by Canada, the Province or the Recipient will produce and install a sign to recognize Canada's funding at the Project site in accordance with current federal signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's contribution and will be approved by Canada.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Canada's Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's financial contribution received for the Project.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.



**G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

## SCHEDULE “H” DISPOSAL OF AND REVENUES FROM ASSETS

### H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

### H.2.0 DISPOSAL OF ASSETS

H.2.1 **Gas Tax Funds Implications.** Despite section H.2.2 (Repayment) and unless the Province otherwise requires in writing, the Recipient agrees that the terms and conditions under the Ministry of Transportation Dedicated Gas Tax Funds for Public Transportation Program (the “Dedicated Gas Tax Program”) will apply to any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with funds from the Dedicated Gas Tax Program, in addition to the Funds, if the Recipient proposes to sell, lease, encumber or use in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any such Asset.

H.2.2 **Repayment.** Subject to sections H.2.1 (Gas Tax Funds Implications) and H.2.3 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance if, at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

| Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within: | Return of Funds<br>(in current dollars) |
|--|---|
| Up to five years after the Expiry Date   | 100%                                    |
| More than five years after the Expiry Date   | 0%                                      |

H.2.3 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.2 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment provided for in section H.2.2 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

### H.3.0 REVENUES FROM ASSETS

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

### H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

**I.1.1 Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

**“Aboriginal Community”** includes First Nation, Métis and Inuit communities or peoples of Canada.

**“Aboriginal Consultation Plan”** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

**“Aboriginal Consultation Record”** means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

### I.2.0 ABORIGINAL CONSULTATION PLAN

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan (**“Aboriginal Consultation Plan”**).

**I.2.2 Procedural Aspects of Consultation.** If consultation with an Aboriginal Community is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province’s or Canada’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I.3.0 ABORIGINAL CONSULTATION RECORD**

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

## SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

### J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

### J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit each Sub-project request for payment for Eligible Expenditures to the Province semi-annually and on a date to be specified by the Province at its sole discretion, and, subject to paragraph K.4.1 (f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed by an authorized representative of the Recipient;
- (b) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (c) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized representative of the Recipient;

- (d) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized representative of the Recipient;
- (e) for each request for Final Payment, the Final Progress Report and last Outcomes Report, acceptable to the Province, for the period to which the request for payment relates;
- (f) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province and in addition to the Declaration of Sub-project Completion, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (g) if the Province so requests, a copy of all documentation provided to the Recipient by the authorized representative of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (c), (d) and (f); and
- (h) such other information as the Province may request.

#### **J.4.0 PAYMENTS**

**J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, including the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

**J.5.1 Timing.** The Recipient will submit all requests for payment prior to September 1, 2019.

**J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after September 1, 2019.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** For each Sub-project, following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, the Final Progress Report and last Outcomes Progress

Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

- J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to Paragraph A.4.1 (a), the Province will pay the Holdback when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

#### **J.8.0 FINAL PAYMENT**

- J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).



**SUB-SCHEDULE “J.1”  
FORM OF REQUEST FOR PAYMENT FORM  
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**REQUEST FOR PAYMENT FORM**

**PART 1: RECIPIENT INFORMATION**

**Recipient Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Recipient Contact and Phone Number:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Unique Project ID:** \_\_\_\_\_

**Total Project Cost:** \_\_\_\_\_

**Total Eligible Cost:** \_\_\_\_\_

**Period Covered by Claim:** \_\_\_\_\_

**Project Claim #:** \_\_\_\_\_

| PART 2: NEW INVOICE             |   |  |   |   |                        |   |                            |       |
|---------------------------------|---|--|---|---|------------------------|---|----------------------------|-------|
| Date of Invoice                 | Period of Work Performed                                |  | Vendor Name   | Date Paid                                       | Description of Cost    | Eligibility Category per Schedule "E" (Eligible Expenditures and Ineligible Expenditures) |                            |       |
|                                 | From  | To   |   |   |                        |   |                            |       |
|                                 |   |  |   |   |                        |   |                            |       |
|                                 |   |  |   |   |                        |   |                            |       |
|                                 |   |  |   |   |                        |   |                            |       |
| PART 2: NEW INVOICE (CONTINUED) |   |  |   |   |                        |   |                            |       |
| Amount Claimed (\$)             | Other Federal Contribution (\$) – Eligible Expenditures | Provincial Contribution (\$) - Eligible Expenditures | Municipal Contribution (\$) – Eligible Expenditures | Other Contribution (\$) - Eligible Expenditures | Ineligible Amount (\$) | Provincial Holdback (10%)   | Total Funds Requested (\$) | Notes |
|                                 |   |  |   |   |                        |   |                            |       |
|                                 |   |  |   |   |                        |   |                            |       |
|                                 |   |  |   |   |                        |   |                            |       |
|                                 |   |  |   |   |                        |   |                            |       |
|                                 |   |  |   |   |                        |   |                            | Total |

| PART 3: SUMMARY OF COSTS INCURRED |  |
|-----------------------------------|--|
| Amount Claimed (\$)               |  |
| Total Incurred Eligible Cost      |  |
| Total Claimed To Date             |  |

Recommended for payment request:

\_\_\_\_\_

Date

\_\_\_\_\_

**[insert/print the name and title of the Recipient's authorized representative]**

I have authority to bind the Recipient.

Recommended for payment:

\_\_\_\_\_

Date

\_\_\_\_\_

**[insert/print the name of the Director]**  
Director, Transit Policy Branch

**SUB-SCHEDULE “J.2”  
FORM OF CERTIFICATE FROM RECIPIENT**

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM RECIPIENT**

**TO:** Public Transit Infrastructure Fund Program  
Municipal Transit Policy Office  
Ontario Ministry of Transportation  
777 Bay St., 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office  
Email: PTIF@ontario.ca  
Telephone No.: 416-585-6312  
Facsimile No.: 416-585-7343

**FROM:** [insert address of the Recipient’s authorized representative ]

Attention: [insert the name and title of the Recipient’s  
authorized representative]  
Email: [insert email address of the Recipient’s  
authorized representative]  
Telephone No.: [insert telephone number of the Recipient’s  
authorized representative]  
Facsimile No.: [insert facsimile number of the Recipient’s  
authorized representative]

**RE:** Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)  
Transfer Payment Agreement - Sub-project [insert the Sub-  
project unique ID and title]

---

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement; and
  - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Progress Report and Outcomes Progress Report is true and accurate.
3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

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

Title:

**[insert name and title of the Recipient's authorized representative]**

\_\_\_\_\_  
Witness Name:

Title:

I have authority to bind the Recipient.

**SUB-SCHEDULE “J.3”  
FORM OF DECLARATION OF SUB-PROJECT COMPLETION**

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**DECLARATION OF SUB-PROJECT COMPLETION**

**TO:** Public Transit Infrastructure Fund Program  
Municipal Transit Policy Office  
Ontario Ministry of Transportation  
777 Bay St., 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office  
Email: PTIF@ontario.ca  
Telephone No.: 416-585-6312  
Facsimile No.: 416-585-7343

**FROM:** [insert address of the Recipient’s authorized representative]

Attention: [insert the name and title of the Recipient’s  
authorized representative]  
Email: [insert email address of the Recipient’s  
authorized representative]  
Telephone No.: [insert telephone number of the Recipient’s  
authorized representative ]  
Facsimile No.: [insert facsimile number of the Recipient’s  
authorized representative]

**RE:** Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)  
Transfer Payment Agreement - Sub-project [insert the Sub-  
project unique ID and title]

---

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
  - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
  - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
    - i. has reached Sub-project Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "**Sub-project Completion Date**");
    - ii. was carried out by \_\_\_\_\_ **[insert the name of the prime contractor]**, between \_\_\_\_\_ **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
    - iii. was supervised and inspected by qualified staff;
    - iv. conforms with the plans, specifications and other documentation for the work;
    - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;



- vi. conforms with Schedule “C” (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing; and
  - vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.
2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Final Progress Report and last Outcomes Progress Report is true and accurate.
  3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
  4. The value of completed work on the Sub-project is \$ \_\_\_\_\_ **[insert the amount in Canadian dollars]**.

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

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

Title:

**[insert name and title of the Recipient’s authorized representative]**

I have authority to bind the Recipient.

\_\_\_\_\_  
Witness Name:

Title:

**SUB-SCHEDULE “J.4”  
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER**

**PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM PROFESSIONAL ENGINEER**

**TO:** Public Transit Infrastructure Fund Program  
Municipal Transit Policy Office  
Ontario Ministry of Transportation  
777 Bay St., 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office  
Email: PTIF@ontario.ca  
Telephone No.: 416-585-6312  
Facsimile No.: 416-585-7343

**FROM:** [insert the address of the professional engineer]

Attention: [insert the name and title of the professional engineer]  
Email: [insert the email address of the professional engineer]  
Telephone No.: [insert the telephone number of the professional engineer]  
Facsimile: [insert the facsimile number of professional engineer]

**RE:** Public Transit Infrastructure Fund (PTIF) Phase One (Ontario)  
Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]

---

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the new or expansion Sub-project **[insert the Sub-project unique ID and title]**:
  - a. has reached Sub-project Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the “**Sub-project Completion Date**”);
  - b. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
  - c. was supervised and inspected by qualified staff;
  - d. conforms with the plans, specifications and other documentation for the work;
  - e. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
  - f. conforms with Schedule “C” (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing;
  - g. conforms with the requirements provided for in paragraph A.4(10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and

- h. can be completed by **[insert either March 31, 2018 or, if Canada and the Province have provided their prior written approval, the approved date]**.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

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

Title:

**[insert name and title of  
the professional engineer]**

\_\_\_\_\_  
Witness Name:

Title:

## SCHEDULE “K” COMMITTEE

### K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 **Establishment and Term of Committee.** If the Province establishes a Committee, pursuant to section A.32.1 (Establishment of Committee), within 60 days of the Effective Date, at the Province’s sole discretion, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the “Committee”). The Committee’s mandate will expire on the Expiry Date of the Agreement.

### K.2.0 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS

K.2.1 **Appointments by the Province.** The Province will appoint two persons as members of the Committee.

K.2.2 **Appointments by the Recipient.** The Recipient will appoint two persons as member of the Committee.

K.2.3 **Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, to replace him or her will act as co-chair in his or her place.

K.2.4 **Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

- (a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its sub-committees, including and consistent with those in this Schedule “K” (Committee);

- (b) meet at least two times a year, and at other times at the request of a co-chair; and
- (c) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring compliance of the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues/disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, review requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes to the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information and outcomes data related to Schedule “D” (Reporting).

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**SCHEDULE "L"**  
**Public Transit Infrastructure Fund (PTIF) Attestation Form**

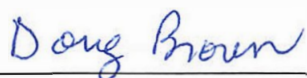
Doug Brown, CAO  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

I Doug Brown attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
  - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
  - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

Dated, this 17<sup>th</sup> Day of October, 2016.

  
\_\_\_\_\_  
Signature

Doug Brown, CAO

**Lisa Slomke**

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**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** Friday, March 03, 2017 12:11 PM  
**To:** Lisa Slomke  
**Subject:** AMO Policy Update - Strategy for a Waste-Free Ontario: Building the Circular Economy Released

March 3, 2017

## **Strategy for a Waste-Free Ontario: Building the Circular Economy Released**

On March 1<sup>st</sup>, the Minister of Environment and Climate Change Glen Murray released the [Strategy for a Waste-Free Ontario: Building the Circular Economy](#). The Strategy is intended to serve as a road map to shift Ontario towards a circular economy and a zero-waste future.

On January 30, 2017, AMO jointly submitted comments with the City of Toronto, the Municipal Waste Association (MWA), and the Regional Public Works Commissioners of Ontario (RPWCO) to the Ministry on the Strategy.

Key issues for municipalities that are outlined in the Strategy are:

- New legislation makes Producers fully responsible for end-of-life management of designated products and packaging. Municipal governments have traditionally played a key role in waste diversion programs. The most notable has been the Blue Box program where Regulation 101/94 of the *Environmental Protection Act* requires a municipality with population over 5,000 to provide Blue Box collection services. Under the new legislation, the Province has limited the role of municipalities to a "potential service provider" to Producers in the management of their designated materials.
- Wind-up and transition of existing diversion programs for Blue Box, Municipal Hazardous and Special Waste, Waste Electrical and Electronic Equipment, and Tires to the *Resource Recovery and Circular Economy Act*. Regulations will be developed for each of these programs.
- The Organics Action Plan intends to ban food waste from disposal in 2022 and may also create new revenue opportunities with increased demand for renewable natural gas.

**AMO Contact:** Dave Gordon, Senior Advisor, Waste Diversion, E-mail: [dgordon@amo.on.ca](mailto:dgordon@amo.on.ca), 416-971-9856 ext. 371.

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**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](#).



**Lisa Slomke**

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**From:** AMO Communications <communicate@amo.on.ca>  
**Sent:** Wednesday, March 08, 2017 3:03 PM  
**To:** Lisa Slomke  
**Subject:** AMO Policy Update - Highlights of Bill 68: Modernizing Municipal Legislation

March 8, 2017

## **Highlights of Bill 68 – Modernizing Municipal Legislation**

### **Proposed Changes to *Municipal Act (MA)*, *Municipal Conflict of Interest Act (MCIA)*, *Municipal Elections Act (MEA)* and several other Acts.**

#### **Bill 68 Status:**

With the legislature back in session, the House debate on the Bill has resumed. Timing for the Standing Committee hearing could be this month, earlier than previously anticipated. AMO will complete its request for amendments shortly. Some proposed changes are welcome and others are problematic from a policy or implementation lens. We will be asking legislators to make certain that any changes are clear, fair, and do not generate unintended consequences.

#### **Bill 68 Content: Some highlights follow:**

##### *Proposed Integrity Commissioner (IC) Regime:*

The most significant proposal is to the authority and related provisions of a new and greatly expanded municipal Integrity Commissioner (IC) regime. It is to apply to all municipal councils and local boards in Ontario. This part of the Bill provides the most significant challenges.

The Bill's IC accountability framework treats municipal governments and its local boards in a manner that is in stark contrast to the provincial government's own integrity regime. The latter is narrower – limited to MPP complaints of another MPP, current and former public servants, and staff in MPP offices. Like that regime, members of council and local boards can seek advice on a matter from a municipal IC for matters related to the *Municipal Conflict of Interest Act (MCIA)* and municipal code of conduct. Codes of Conduct for all councils and local boards will be mandatory across Ontario.

AMO believes that the intent of providing other recourses besides the courts is worthy. However, the proposed IC regime goes too far, too fast. It brings an untried complexity that could result in unintended consequences and costs that will be difficult to determine let alone manage.

In making the IC regime mandatory for all municipal governments and local boards, the following are some of the key challenges identified with the Bill:

- Its application to members of all local boards (even those without decision-making authority and those without a council representative on them) may dampen the interest of citizens willing to join local boards, which would be an unfortunate outcome. Educating and training these boards is no small task based on the experience of the introduction of closed meeting investigators.
- Any "person" anywhere can make a code of conduct or MCIA complaint whether they are an elector or not and whether or not they are doing business with the municipal government or its boards which makes the administration such as *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and budgeting extremely unpredictable;
- MCIA sets out principles of the duties of members' councils and local boards but it is silent on the duties of complainant nor is there any real onus on complainants;
- Where there are joint service boards, it is unclear which municipal IC has jurisdiction or how it is to be determined and other rules applied;
- Are ICs in effect 'officers' of the municipal government – similar to provision that a municipal clerk is a designated position in the *Municipal Act*;
- It is unclear whether the authority to impose penalties could be delegated by council or local board to the IC and should there be a greater range of penalties at this stage of the process in light of the greater range of penalties available to a judge should a matter end up in the courts; and
- Determining how to have an IC (e.g., own, shared, functional relationships; budget requirements; administration set up; managing MFIPPA, etc.) is more complex than the mandatory closed meeting investigator system and will require at least 18 months before proclamation.

#### *Meetings:*

- The proposed definition of a meeting is welcome and should put to end the inconsistency that has been used by office of the Ontario Ombudsman and other closed meeting investigators;
- Three new exceptions to resolve some of the difficulties of the original framework but will require amendment. For example, the Province or agencies of the Crown

may supply confidential information and, municipal governments and municipal share corporations should be added to that list as they can supply another municipal government or entity with confidential information;

- Proposed authority for each council to decide locally whether or not it wants to adopt a policy on electronic meetings and the related rules except that a person joining electronically cannot be counted for quorum; and
- Temporary replacement at an upper tier meeting where a lower tier councillor is to be absent is helpful but could benefit from the alternate being designated for a period of time rather than sporadically so there is some knowledge of the upper tier's procedures and other policies.

*A few other matters:*

- Working with the Municipal Finance Officers Association (MFOA), we want to see that all municipal governments can benefit from improved investment authority offered by a prudent investor standard approach, done in a way that doesn't create new internal administration for municipal governments;
- Proposal to move council start of term to November 15 to help manage some of the unintended consequences of a longer period between the now earlier election date of October and term of council;
- Proposal to put a limit on 'self funding' election campaigns;
- Clarify that municipal bylaws can have effect in areas under conservation authorities and clear authority to regulate advertising devices; and
- All councils to develop policies related to council-employee relationships; also pregnancy and parental leave of council members.

This is the link to [Bill 68, Modernizing Ontario's Municipal Legislation Act, 2017](#) and to a chart, [Bill 68: Summary of Key Provincial Proposals](#), that summarizes the Bill's proposed changes.

**AMO Contact:** Pat Vanini, Executive Director, E-Mail: [pvanini@amo.on.ca](mailto:pvanini@amo.on.ca), 416-971-9856 ext. 316.

**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](#).





**Communities in Bloom is a Canadian non-profit organization committed to fostering civic pride, environmental responsibility and beautification through community involvement and the challenge of a national program with focus on the enhancement of green spaces in communities**

*"People, plants and pride... growing together"*

**Program:** Communities in Bloom is all about greening, through environmental, natural heritage conservation and horticultural actions, our communities by engaging citizens of all ages, businesses and institutions with the municipalities...and showcasing and celebrating our achievements. The program consists of communities receiving information and being evaluated either provincially or nationally by a volunteer jury of trained professionals on the accomplishments of their entire community (municipal, private, corporate and institutional sectors, citizens) on the following criteria: Tidiness, Environmental Action, Heritage Conservation, Urban Forestry, Landscape and Floral Displays.

**History:** Established in 1995, with the guidance of Britain in Bloom, Tidy Towns of Ireland and Villes et Villages Fleuris de France, Communities in Bloom now includes hundreds of communities across the country, and an international challenge involving communities from the United States, Asia and Europe allows participants to compete internationally.

**Benefits:** The pride, sense of community and feeling of accomplishment generated through participation are visible in communities across Canada. These benefits make Communities in Bloom a program where everyone wins. Participants can benefit financially from the program through community tourism initiatives, business opportunities for the entire community, and other related projects. A valuable information exchange network allows communities to share accomplishments, best practices and projects.

All participants are showcased on the Communities in Bloom website through the "Explore our Communities", Resource and CommNews sections. The *Communities in Bloom Magazine* features participants and program results, as well as articles and educational content. Communities in Bloom develops, with its partners and sponsors, initiatives and promotional opportunities.

**Provincial, National and International Awards - Symposium on Parks and Grounds:** The annual Provincial, National and International awards ceremonies along with the Symposium on Parks and Grounds, held jointly in the fall are a unique opportunity for elected officials, parks and grounds professionals and community volunteers to learn and share about current issues, trends and challenges in horticulture and gardening, community tourism and projects, environmental awareness, and to showcase...and celebrate their achievements. Workshops are also held in all provinces throughout the year.

The **Communities in Bloom Foundation**, established to support the educational aspect of its activities, is dedicated to funding, developing and disseminating education and awareness to a wide audience on the value, improvement, importance and sustainable development of green spaces and the natural environment in Canadian society. The foundation also awards bursaries to students in horticulture / environment programs.

His Excellency, the Right Honourable David Johnston, C.C., C.M.M., C.O.M., C.D. Governor General of Canada is the Patron of Communities in Bloom.

*Within the context of climate change and environmental concerns,  
all communities involved in the program can be proud of their efforts, which*

**Communities in Bloom Ontario**

217 Elizabeth Street, Goderich, Ontario N7A 3T9

[cibon2017@gmail.com](mailto:cibon2017@gmail.com) Tel: (519)524-8482

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





## 2017 ONTARIO

**REGISTRATION DEADLINE: APRIL 30**

(extension possible upon request)

|   |            |  |                                 |  |
|---|------------|--|---------------------------------|--|
| <b>Community</b><br>(please indicate if City, Town, Village, etc.)  |            | <b>Population</b>  | <b>Mayor or Head of Council</b> |  |
| <b>Name of Community Contact</b>                                    |            | <b>Position / Title</b>  |                                 |  |
| <b>Address</b>  |            | <b>Province</b>  | <b>Postal Code</b>              |  |
| ( )   | ( )        | ( )  | ( )                             |  |
| <b>Phone</b>  | <b>Fax</b> | <b>Cell Phone</b>  | <b>Evening Phone</b>            |  |
| <b>E-mail</b>   |            | <b>Preferred evaluation date*</b><br>* will be considered but cannot be guaranteed |                                 |  |
| <b>CATEGORY: Population ( evaluation )</b> <input type="checkbox"/> |            | <b>Friends ( non-evaluated )</b> <input type="checkbox"/>                          |                                 |  |

### Population Category (community is evaluated):

- two volunteer judges visit and evaluates the community to provide a **report, mention and bloom rating**
- evaluation will be planned to be scheduled for two days with accommodation provided by the host community
- The evaluation will take place in July or August. The dates are determined in consultation with the community subject to the availability of the volunteer judges.

### Friends Category (community is not evaluated):

- community is not evaluated : becomes part of the Communities in Bloom network

### Benefits of participation

- Communities in Bloom provides access to a reputable **information exchange network**
- **Economic, Social and Environmental** benefits ( as detailed in program information )
- Promotion of the community in the **Ontario Edition** and during the **Awards Ceremonies** in September

### Registration fees

- payment by Cheque is requested at registration by mail. If you wish you may email the registration form with the cheque to follow.
- **Population (evaluated):**
  - ☐ Up to 5,000: \$ 350 + \$ 45.50 HST = \$ 395.50
  - ☐ 5,001 to 10,000: \$ 500 + \$ 65.00 HST = \$ 565.00
  - ☐ 10,001 to 20,000: \$ 600 + \$ 78.00 HST = \$ 678.00
  - ☐ 20,001 to 50,000: \$ 750 + \$ 97.50 HST = \$ 847.50
  - ☐ Over 50,000 : \$ 850 + \$ 110.50 HST = \$ 960.50

### Friends (non-evaluated):

- ☐ \$ 225 + \$ 29.25 HST = \$ 254.25

Mail, your completed registration form and Cheque to:

**Communities in Bloom Ontario**  
217 Elizabeth St. Goderich, ON N7A 3T9  
cibon2017@gmail.com

**Ottawa**

Room 950, The Valour Building  
Ottawa, Ontario K1A 0A6  
Tel.: 613-992-3061  
Fax.: 613-995-3515

**Constituency**

905 E Victoria Avenue Unit 1  
Thunder Bay, Ontario P7C 1B3  
Tel.: 807-625-1160  
Fax.: 807-625-1164



HOUSE OF COMMONS  
CHAMBRE DES COMMUNES  
CANADA

**Don Rusnak**

Member of Parliament / Député  
Thunder Bay—Rainy River

**Ottawa**

Pièce 950, Édifice de la Bravoure  
Ottawa (Ontario) K1A 0A6  
Tél. : 613-992-3061  
Télec. : 613-995-3515

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905 E, avenue Victoria unité 1  
Thunder Bay (Ontario) P7C 1B3  
Tél. : 807-625-1160  
Télec. : 807-625-1164

Dear Mayor Avis,

I am proud to be part of a government that understands that Canadians need access to high-speed Internet to fully participate in our economy, democracy, and way of life. For Canadians in rural and northern regions in particular, access to high-speed Internet can unlock tremendous economic potential, leading to the creation of new jobs, products, and businesses that will benefit Canadian middle-class families.

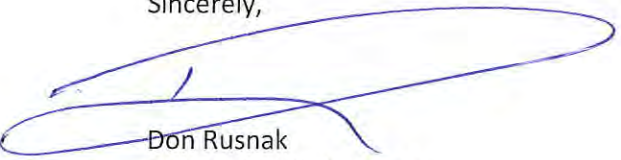
In December, the Honourable Navdeep Bains, Minister of Innovation, Science and Economic Development, announced the launch of Connect to Innovate, a new program that aims to bring broadband Internet access to 300 rural and remote communities across Canada.

Connect to Innovate is primarily focused on the construction of new backbone infrastructure (backbone networks are digital highways that move large amounts of data in and out of communities at high speeds) to connect institutions like schools, hospitals, First Nation band offices and libraries, as well as to improve residential, business, and mobile services. The program will invest up to \$500 million by 2021 to help ensure that 300 rural and remote communities in Canada are better positioned to take advantage of the opportunities afforded by the digital age.

Connect to Innovate will be flexible in terms of who can apply – essentially any legal entity other than individuals will be able to submit an application. Other federal entities (including Crown corporations) are also excluded from applying to this program.

For more information on the program, please visit [www.ic.gc.ca](http://www.ic.gc.ca) or contact my office at (807) 625-1160.

Sincerely,



Don Rusnak  
Member of Parliament  
Thunder Bay—Rainy River

January 31, 2017



His Worship Roy Avis  
Mayor  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances ON P9A 3P9

Dear Mayor Avis:

Thank you for taking part in the 2017 Rural Ontario Municipal Association (ROMA) Conference.

The delegation meetings that my Parliamentary Assistant Joe Dickson and I attended were valuable opportunities to hear what is important to municipalities across the province.

These meetings are also an opportunity for my ministry to reinforce our partnerships with communities like yours. I look forward to working with you and your colleagues in the future.

Thank you again and please share my appreciation and best wishes with everyone who helped make our delegation meeting possible.

Best,

Kathryn McGarry  
Minister of Natural Resources and Forestry

c: Joe Dickson, Parliamentary Assistant



# INSPECTION

## Inspection of Approved 2017–2018 Annual Work Schedule Sapawe Forest



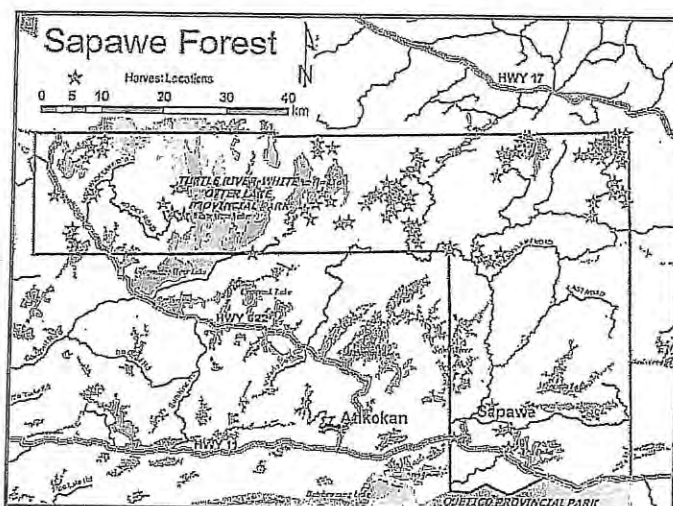
The Fort Frances District Office and the Atikokan Area Office of the Ontario Ministry of Natural Resources and Forestry (MNRF) have reviewed and approved Rainy Lake Tribal Resource Management Inc. April 1, 2017 – March 31, 2018 annual work schedule (AWS) for the Sapawe Forest.

### Availability

The AWS will be available for public inspection at the Rainy Lake Tribal Resource Management Inc. and the MNRF public website at [ontario.ca/forestplans](http://ontario.ca/forestplans) beginning March 13, 2017 and throughout the one-year duration. Ontario Government Information Centres at the Fort Frances District Office and Atikokan Area Office provide access to the Internet.

### Scheduled Forest Management Operations

The AWS describes forest management activities such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year.



### Tree Planting and Fuelwood

Rainy Lake Tribal Resource Management Inc. is responsible for tree planting on the Sapawe Forest. Please contact Gary Both at the Rainy Lake Tribal Resource Management Inc. office at 807-274-9877 for information regarding tree planting job opportunities.

For information on the locations and license requirements for obtaining fuelwood for personal use, please contact Laura Pfeifer, at the Atikokan Area Office, at 807-597-5001. For commercial fuelwood opportunities; please contact Gary Both at the Rainy Lake Tribal Resource Management Inc. office, at 807-274-9877.

### More Information

For more information on the AWS or to arrange an appointment with MNRF staff to discuss the AWS or to request an AWS operations summary map, please contact:

**Renée Perry, Management Forester**  
Ministry of Natural Resources and Forestry  
Atikokan Area Office  
108 Saturn Avenue  
Atikokan, ON P0T 1C0  
tel: 807-597-5010  
office hours: 8:30 a.m. – 4:30 p.m.

**Gary Both, General Manager**  
Rainy Lake Tribal Resource Management Inc.  
MNRF Fort Frances District Office  
1455 Idylwild Drive, P.O. Box 522  
tel: 807-274-9877  
office hours: 8:30 a.m. – 4:30 p.m.

**Ministry of Education**

Minister

Mowat Block  
Queen's Park  
Toronto ON M7A 1L2**Ministère de l'Éducation**

Ministre

Édifice Mowat  
Queen's Park  
Toronto ON M7A 1L2

March 6, 2017

Dear Colleagues,

It will come as no surprise that, over the past several months, our government has been hearing from many parts of Ontario about the impacts of recent pupil accommodation reviews, particularly in Ontario's rural and remote communities. Our government supports and values all communities in Ontario, and our school boards and municipalities must make every effort to work together to ultimately support positive experiences for our students and the communities they live in.

As you know, school closures and consolidations are among the most difficult decisions that school boards have to make. This is especially true in our rural and remote communities. Ontario entrusts school boards with the responsibility to review their school accommodation needs and for ensuring that student achievement and well-being are supported by all accommodation decisions that are made.

However, we also know that some parts of Ontario face demographic challenges, while others are seeing considerable growth. We want to assure all of our community partners that our government is committed to finding solutions to meet both local needs and the educational needs of Ontario's students.

Starting this spring, our government will launch an engagement on new approaches to supporting education in rural and remote communities. Three Parliamentary Assistants, MPPs Granville Anderson, Grant Crack, and Lou Rinaldi, will gather feedback on how our province can further strengthen the future of rural education. We are also pleased to provide you with an update on how our government will further support local decision-making and complete communities moving forward.

**Pursuing Joint-Use Opportunities between School Boards**

Communities and the province expect Ontario's four school systems to maximize the opportunities of co-location. Prior to commencing with student accommodation changes through closures, it is our government's strong preference that school boards fully explore joint accommodation arrangements with coterminous boards, particularly to maintain a school presence in a rural or isolated community. Of the 4,900 schools in Ontario, only 37 are currently joint-use arrangements in which pupils from one or more boards share a facility.

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In July 2013, prior to the launch of the Ministry of Education's 2014 Capital Priorities program, the Ministry stated a preference for these joint-use projects, committing to review these proposals before any others. Additionally, the Ministry of Education has [committed](#) \$600,000 to assist school boards in pursuing joint-use school opportunities between school boards. This funding is being allocated to support school boards with facilitation and joint planning towards the potential development of joint-use school proposals, as well as on studies being commissioned by the Ministry of Education to highlight joint-use experiences and develop a joint-use school toolkit that can be used to assist school boards in developing joint-use schools.

Moving forward, the Ministry of Education will be reviewing all capital proposals submitted by school boards for ministry funding for new schools, additions or consolidation projects to ensure joint-use opportunities between boards have been fully explored before funding is granted.

### **Importance of School Board and Municipal Partnerships**

We have recently had the pleasure of speaking with many of our municipal and school board partners. These conversations have highlighted many positive examples of collaboration and joint local planning between school boards and municipalities. But we have also heard about potential inconsistencies and difficulties in current community collaboration, including instances where municipalities and communities have not felt meaningfully engaged in pupil accommodation reviews. These difficulties can arise for many reasons, but we would like to remind school boards and municipalities of the tools we have provided to facilitate an effective process and provincial expectations with respect to engagement by involved parties:

- Annual Community Consultation:** Reforms to Ontario's *Planning Act* and *Development Charges Act* were made in 2015 to help create more complete communities and to provide citizens a greater, more meaningful say in how their neighbourhoods grow. The Ministry of Education's [Community Planning and Partnerships Guideline](#) was also introduced in 2015 to ensure that each school board hosted at least one meeting each year to discuss their capital plans and opportunities for joint planning and facility partnerships with relevant communities and stakeholders. We have heard from some boards that these meetings are not well attended, and from some communities that they were not aware of them. It is imperative that these meetings involve all relevant stakeholders, and facilitate real dialogue between boards and the involved communities. Further, board policies must reflect this guideline prior to the commencement of new accommodation reviews. To be effective, these meetings require community engagement and attendance and a spirit of real partnership from all parties.

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- **Pupil Accommodation Review Guideline:** Updates to the [Pupil Accommodation review guideline](#) in 2015 were introduced following consultations with school boards, municipalities and other community partners to enable a more effective review process. This included a new requirement that impacted municipalities and community partners are consulted regarding the potential accommodation changes. It is our expectation that this is a meaningful engagement from both boards and municipalities, and that full input and feedback from the municipalities, including local economic and community impacts where relevant are reflected in the final staff report and advice to trustees. The new process also requires boards to put forward concrete proposals in the form of initial staff recommendations. These should not be interpreted as pre-determined outcomes, but rather as a means to ensure focused engagement.

Our government expects school boards and communities to be making active and continual efforts to facilitate positive, inclusive relationships with each-other.

The changes made in 2015 to the Pupil Accommodation Review Guideline also changed the minimum requirement for the school information profiles shared at the commencement of an accommodation review to no longer require information outlining the value of the school to the local economy. This change was made to reflect input from school boards that this information was not readily available or in their area of expertise and could be better reflected in the input from municipal and community partners.

While accommodation decisions must support student achievement and well-being as a primary goal, this change was not intended to discount the importance of engagement with communities to understand the impact of accommodation changes or to disallow boards from considering the impacts on communities and local economies from their final reports or deliberations.

Going forward, our government will be considering how community impact could be included in the pupil accommodation process, included with anticipated impacts on student achievement, transportation and outcomes. We will work with municipalities and school boards to explore how the government can best support this type of analysis in the pupil accommodation review process.

### **Enabling Community Hubs in Schools**

Through the Premier's special advisor Karen Pitre, our government has been considering how we can use public property in a manner that takes into account the best interests of local communities. A community hub can be a school, neighbourhood centre or other public space that offers co-ordinated services such as education, early years support, health care and social services.

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Many schools have some space that is or could be used by community organizations through lease or other arrangements when the space is not required for school use. The province has encouraged school boards to work with local communities and in 2015 released the Ministry of Education's Community Planning Partnership Guideline to help facilitate these opportunities.

We have also made a number of investments to support this goal, including:

- **Capital Funding for Community Hub School Retrofits:** The Ministry of Education [announced \\$50 million](#) in November 2016 to support retrofits of available school space for use by new community partners, or improve accessibility for schools to enable community use.
- **Capital Funding for Community Replacement Space:** In the event that an original school location that housed community partnerships is closed or sold, capital funding will be available for replacement space for eligible community partners in new schools, additions or retrofits to existing schools. Details regarding eligibility for this new program will be announced ahead of the Ministry of Education's 2017 Capital Priorities program request for submissions.

Surplus schools have also been identified as potential community hubs in some communities, and our government is serious about taking the next steps on this strategy:

- **New Rules for Disposition or Lease of Surplus Property:** Changes to [O. Reg. 444/98](#) doubled the current minimum surplus school circulation period from 90 to 180 days, and expanded the list of organizations that can place an offer before surplus school property is placed on the open market. This is intended to enable potential community hub projects to reuse surplus school properties where there is a viable business plan and identified partnerships necessary to develop a community hub
- **Disposition of Surplus School Board property:** In 2017-18, we will also be proceeding with the recommendation in the [Community Hubs Strategic Framework and Action Plan](#) to consider supporting the sale of surplus schools at less than fair market value, where there is a provincial interest to enable viable community hubs, while keeping school boards whole.
- **Community Hubs Summit:** We are also pleased to announce that the Ontario Community Hubs Summit will be held from May 1-3, 2017, which will feature keynote speakers, hands-on workshops and opportunities to interact with and learn from others.

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Recognizing that planning for strategic partnerships cannot be developed quickly or easily, in instances where communities and school boards see innovative solutions to local needs with opportunities for potential community hubs in school properties involved in accommodation reviews, we are requesting that school boards and municipalities with opportunities advise the Ministry of Education's Capital Policy and Programs Branch and the Ministry of Infrastructure's Community Hubs Division at [community.hubs@ontario.ca](mailto:community.hubs@ontario.ca) preferably before the Community Hubs Summit. We will endeavor to work with the partners to ensure that these opportunities are considered within existing resources. In some cases, this could include providing facilitation services that would help community organizations, municipalities, and school boards develop their proposals for community hubs.

### Enhancing Education in Rural and Remote Communities

Ontario's rural and remote communities have been impacted by a diversity of socio-economic trends. We also know that the future will not look like the past. For our rural communities to thrive, our government knows that students must be supported by high-quality education, strong local community programming, and innovative local economic strategies. That's why we've taken the following actions to support our rural and remote schools:

- **Supporting Broadband Expansion:** Our government is moving forward with its commitment in the 2016 Ontario Budget to provide secure, affordable broadband access to all of Ontario's students and educators, especially in northern and remote parts of Ontario, to enable equitable access to rich and innovative learning opportunities.
- **Supporting E-Learning Opportunities:** Our government provides secure access to the provincial Virtual Learning Environment which supports delivery of eLearning courses that otherwise might not be available close to a student's home. Additionally, we are investing over \$6 million for distance learning delivery by the Independent Learning Centre of TVO that helps students from a variety of backgrounds gain necessary education credentials. Together these support equitable and timely access to credit courses.
- **Remote & Rural Funding Support for School Boards:** We have made the education funding formula less dependent on enrolment. Since 2012-13, annual GSN funding for rural boards has increased by nearly \$200 million or 5.7 per cent. In addition, we have made the following changes the funding formula to meet the unique needs of rural and remote communities:
  - Increased funding to support the higher cost of purchasing goods and services for small and rural school boards;

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- Investments in top-up supports for rural schools to fund the heating, lighting and maintenance costs of excess spaces in schools that are a considerable distance from the next closest school;
- Introduced new factors that reflect distance and dispersion of schools in the distribution of special education funding;
- Funding for additional principals in schools that combine elementary and secondary students, depending on enrolment levels; and
- Funding to support a minimum number of teachers and early childhood educators for remote schools with small enrolment.

It is our hope that our engagement this coming spring will allow us to highlight further opportunities that will proactively enhance the quality and delivery of education in rural and remote communities in Ontario. We will work with our partners to finalize the details of this engagement process and share these in the coming weeks.

## Conclusion

There are a number of initiatives across government that are working to ensure that we have complete communities – whether they are urban, rural, northern or remote. Each community has different needs and together we need to make sure we are working together.

We welcome your thoughts and suggestions as we continue to evolve to meet the changing demographics and needs of our communities.

Sincerely,

*[Original Signed by]*

Hon. Mitzie Hunter

*[Original Signed by]*

Hon. Bob Chiarelli

cc: Hon. Bill Mauro, Ontario Ministry of Municipal Affairs  
 Hon. Jeff Leal, Ontario Ministry of Agriculture Food and Rural Affairs  
 Association of Municipalities of Ontario  
 Rural Ontario Municipal Association  
 Ontario Catholic School Trustees' Association (OCSTA)  
 Ontario Public School Boards' Association (OPSBA)  
 L'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO),  
 L'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC);



**Minister of  
Seniors Affairs**

6<sup>th</sup> Floor  
400 University Avenue  
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Fax: (416) 325-4787

**Ministre des Affaires  
des personnes âgées**

6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 314-9710  
Téléc.: (416) 325-4787



March 2017

Dear Mayor, Reeve and Members of Council:

I am pleased to invite you to participate in the [2017 Senior of the Year Award](#). This annual award was established in 1994 to give each municipality in Ontario the opportunity to **honour one outstanding local senior**, who after the age of 65 has enriched the social, cultural or civic life of his or her community.

Pay tribute to a Senior of the Year award recipient and show how seniors are making a difference in your community!

Make a nomination for [Senior of the Year](#)!

**Deadline is April 30, 2017.**

A certificate, provided by the Ontario government, is signed by Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself as Minister of Seniors Affairs, and the local Head of Council.

The Government of Ontario is proud to offer this partnership with the municipalities. Seniors have generously offered their time, knowledge, expertise and more to make this province a great place to live. It is important to recognize their valuable contributions.

If you have questions, please contact the Ontario Honours and Awards Secretariat:

Email: [ontariohonoursandawards@ontario.ca](mailto:ontariohonoursandawards@ontario.ca)  
Phone: 416 314-7526  
Toll-free: 1 877-832-8622  
TTY: 416 327-2391

Thank you in advance for taking the time to consider putting forward the name of a special senior in your community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dipika'.

The Honourable Dipika Damerla  
Minister



## Office of the Chair

February 22, 2017

Resolution Number 2017-68

The Honourable Kathleen Wynne  
Premier of Ontario  
Queen's Park  
Toronto, ON M7A 1A1

Dear Premier:

**Subject: Motion of the Community Water Fluoridation Committee (CWFC-1/2017)  
Regarding Regional Fluoridation**

---

I am writing to advise that Regional Council approved the following resolution at its meeting held on Thursday, February 9, 2017:

**Resolution 2017-68:**

Whereas the Minister of Health and Long Term Care is working to establish a health system in Ontario that is based on helping people stay healthy, delivering good care when people need it, and protecting the health system for future generations;

And whereas, the Ministry of Health and Long Term Care has changed its focus to work towards better health care for Ontarians, and stewardship has become its mission and mandate;

And whereas, this new stewardship role will mean that the Ministry will provide overall direction and leadership for the system, developing legislation, regulations, standards, policies and directives to support the health of Ontarians;

And whereas, on January 7, 2016 the Region of Peel received a letter from the Minister of Health and Long Term Care, Dr. Eric Hoskins, supporting the benefits of water fluoridation as an important measure to protect the health of Ontarians;

And whereas, the Province of Ontario is responsible for *The Safe Drinking Water Act*, the purposes of which include (i) recognizing that the people of Ontario are entitled to expect their drinking water be safe and (ii) providing for the protection of human health and the prevention of drinking water health hazards through the control and regulation of drinking water systems and drinking water testing;

And whereas, Municipal Councillors do not have the detailed familiarity to interpret data regarding the efficacy of Hydrofluorosilicic Acid [HFSA] in water

fluoridation treatments and are struggling with a range of conflicting reports and public concern on the matter of fluoridation;

Therefore be it resolved, that Regional of Peel Council request the Premier of Ontario, and the Minister of Health and Long Term Care, whose mandate it is to protect the health of Ontarians, (i) to undertake appropriate and comprehensive toxicity testing necessary to reassure the public that the use of HFSA in water fluoridation treatments is safe; and (ii) take legislative responsibility for the regulation and administration of HFSA in water fluoridation treatments across the province relieving local governments from what is a provincial responsibility;

And further, that copies of this resolution be circulated to MPPs, the Association of Municipalities of Ontario and municipalities across Ontario.

On behalf of Regional Council, I request that you give consideration to the above resolution.



Frank Dale  
Regional Chair and Chief Executive Officer

FD:sm

- c: Ontario MPP's  
Pat Vanini, Executive Director, Association of Municipalities of Ontario  
Ontario Municipalities  
Nancy Polsinelli, Commissioner, Health Services, Region of Peel  
Dr. Eileen de Villa, Medical Officer of Health, Region of Peel





Corporation of the Municipality of Thames Centre

4305 Hamilton Road, Dorchester, Ontario N0L 1G3 - Phone 519-268-7334 - Fax 519-268-3928 - [www.thamescentre.on.ca](http://www.thamescentre.on.ca) - [inquiries@thamescentre.on.ca](mailto:inquiries@thamescentre.on.ca)

February 28, 2017

Honourable Kathleen Wynne, Premier of Ontario  
Legislative Building – Room 281  
Queen's Park  
Toronto, ON M7A 1A1

Dear Premier Wynne:

At its last regular meeting held on February 22, 2017, the Council of The Corporation of the Municipality of Thames Centre enacted the following resolution:

"WHEREAS, Automated External Defibrillators are used to treat sudden cardiac arrest and have been proven to be life-saving during the waiting time period for emergency services;

AND WHEREAS, for every minute a person in cardiac arrest goes without being successfully treated by defibrillation, the chance of survival decreases by 7 percent in the first, and decreases by 10 percent per minute as time advances past 3 minutes;

AND WHEREAS, Andrew Stoddart, a 15 year old boy, passed away while playing soccer in Kintore, Ontario, an AED on site may have increased his odds of survival. Andrew's Legacy Foundation has currently purchased 22 AEDs for across Oxford County, including all three elementary schools in Zorra Township;

AND WHEREAS, Thames Valley District School Board has yet to put together a policy for having AED's in place in all, or any, of their public elementary and secondary schools;

THEREFORE BE IT RESOLVED THAT the Municipality of Thames Centre requests that the Premier, and Minister of Education, develop a policy that enables all schools and school boards in Ontario, including the Thames Valley District School Board, that allows individual elementary and secondary schools to have an AED installed in their schools;

AND THAT the Municipality of Thames Centre request that the Thames Valley District School Board and all other schools in Ontario develop a policy to install AEDs in all schools as soon as possible for the safety of our children.

AND THAT this resolution be sent to the Premier, Minister of Education, AMO, Thames Valley District School Board; Middlesex County; and all Ontario Municipalities for consideration and support."

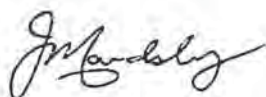
Letter – Premier Wynne  
February 28, 2017  
Page 2

The Council is very concerned with this issue and respectfully requests that further consideration be given to ensure a policy is developed that enables all schools and school boards in Ontario, including the Thames Valley District School Board, and that allows individual elementary and secondary schools to have an AED installed in their schools.

Thank you.

Sincerely,

The Corporation of the Municipality of Thames Centre



Jim Maudsley  
Mayor

cc: Minister Mitzie Hunter, Education  
Association of Municipalities of Ontario (AMO)  
Laura Elliott, Director, Thames Valley District School Board  
Kathy Bunting, Clerk, Middlesex County  
All Ontario Municipalities  
Kerby Waud, Principal, River Heights Public School  
Catherine Zeisner, Principal, Northdale Central Public School  
Suzanne Terpstra, Principal, St. David Catholic School  
Cathy Johnston, Principal, West Nissouri Public School  
Christine Vitsentzatos, Principal, Lord Dorchester Secondary School



# THE TOWNSHIP OF PICKLE LAKE

## RESOLUTION

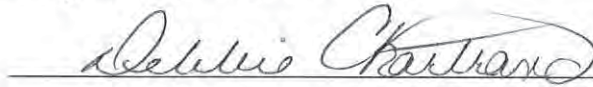
DATE: February 28, 2017

NO: 17-54

MOVED BY:



SECONDED BY:



**WHEREAS** the Fire Protection and Prevention Act, 1997, legislates that fire protection, public education and fire protection services are a mandatory municipal responsibility;

**AND WHEREAS** there are a total of 449 Fire Departments in the Province of Ontario comprised of 32 Full-time Departments, 191 Composite Departments and 226 volunteer Firefighters and 343 Part-time Firefighters staffing these departments;

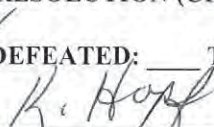
**AND WHEREAS** the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

**AND WHEREAS** the Municipal Fire Department and associated assets represent critical municipal infrastructure;

**AND WHEREAS** there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the <sup>TOWNSHIP</sup> Municipality of Pickle Lake hereby petition the Provincial Government to recognize the municipal fire service as a critical infrastructure by including funding for Fire Department Infrastructure as part of the Provincial Government's Infrastructure Strategy to Move Ontario Forward;

**AND BE IT FURTHER RESOLVED THAT** a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Lou Rinaldi, MPP for Northumberland-Quinte West, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

| VOTES      | YEAS | NAYS | ABSTAIN | DECLARATION OF INTEREST   |
|------------|------|------|---------|---|
| HOPF       |      |      |         |   |
| DUNBABIN   |      |      |         |   |
| CHARTRAND  |      |      |         |   |
| MACKECHNIE |      |      |         | <b>DISPOSITION OF RESOLUTION (CHECK ONE):</b><br>CARRIED: <input checked="" type="checkbox"/> DEFEATED: <input type="checkbox"/> TABLED: <input type="checkbox"/><br> CHAIR |
| MILLAR     |      |      |         |   |





1 John Street, P.O. Box 39  
Killaloe, ON K0J 2A0  
Telephone: (613)757-2300 – Fax: (613)757-3634  
Email: [info@khrtownship.ca](mailto:info@khrtownship.ca)  
Web Site: [killaloe-hagarty-richards.ca](http://killaloe-hagarty-richards.ca)

March 1, 2017

Honourable Kathleen Wynne  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON  
M7A 1A1

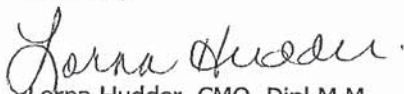
Dear Premier Wynne:

**Re: Proposed Amendments to Ontario Building Code – Change #08-09-03**

In regard to the above noted issue, attached please find a resolution from the Township of Killaloe, Hagarty and Richards. As outlined in the resolution, our Council is vehemently opposed to the additional cost and responsibility that will result from this unnecessary amendment to the Ontario Building Code.

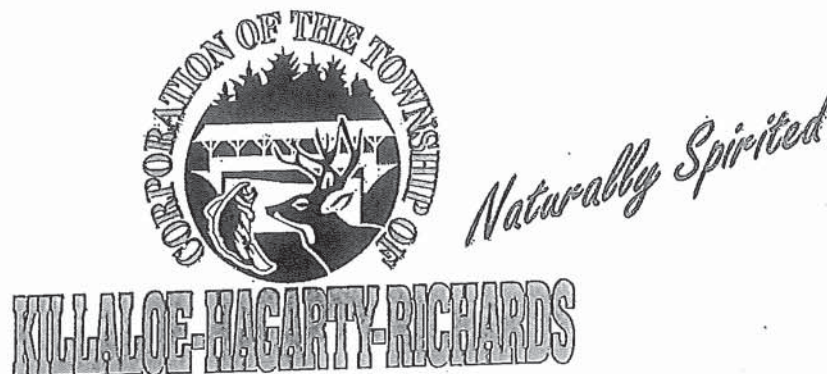
Your attention to the concerns outlined in our resolution would be greatly appreciated, and we look forward to your reconsideration of this legislation which, if passed in its present state, will result in an additional financial and service delivery burden to municipal governments. Thank you.

Sincerely

  
Lorna Hudder, CMO, Dipl.M.M.  
CAO/Clerk-Treasurer

LMH

Attachment



# TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

Date: February 21, 2017

Resolution No.: 7

Moved By: John H. Jeffrey

Seconded By: Stanley Kocoshie

WHEREAS: The MMAH has proposed a change to the building code, B-08-09-03, requiring mandatory five year septic tank pump out and records retention by the owner; and

WHEREAS: That same change requires Municipalities to administer and enforce this change; and

WHEREAS: The change document fails to identify the administrative costs to Municipalities; and

WHEREAS: The change document fails to identify any transfer of Provincial funding to offset these downloaded costs; and

WHEREAS: Many Municipalities already have bylaws to regulate septic systems especially near waterways; and

WHEREAS: The majority of homeowners pump out their septic tanks on a regular basis whether regulated to or not; and

WHEREAS: There are many more important issues on which to spend taxpayer's money than "enhancing" maintenance on existing functioning systems; and

WHEREAS: Adequate legislation already exists to correct malfunctioning systems; and

WHEREAS: Premier Wynne stated on Monday, January 30<sup>th</sup>, 2017 at the ROMA conference that the Province recognizes that "one size fits all" solutions do not always work in rural Ontario;

THEREFORE BE IT RESOLVED THAT the Township of Killaloe, Hagarty and Richards request the Honorable Bill Mauro, Minister of Municipal Affairs, to rescind proposed building code change B-08-09-03;

AND THAT a copy of this resolution is sent to the Honourable Kathleen Wynne, Premier of Ontario, the Honourable Bill Mauro, Minister of Municipal Affairs, Mr. Patrick Brown, Leader of the Progressive Conservative Party, Ms. Andrea Horwath, Leader of the New Democratic Party, and all Members of Provincial Parliament in the Province of Ontario;

AND THAT a copy of this resolution is sent to the Association of Municipalities of Ontario (AMO), the Rural Ontario Municipal Association (ROMA), the Federation of Northern Ontario Municipalities (FONOM), and to all Ontario Municipal Mayors for consideration.

Carried: ✓

Not Carried: \_\_\_\_\_



OFFICE OF THE MAYOR  
CITY OF HAMILTON

February 9, 2017

The Honourable Bill Mauro  
Minister of Municipal Affairs  
17<sup>th</sup> Floor  
777 Bay Street  
Toronto, Ontario M5G 2E5

**Subject: Request for Legislation to Establish Updated Guidelines for Ward Boundary Reviews and to Create an Independent Body to Conduct those Reviews**

Dear Minister Mauro:

At its meeting of February 8, 2017, Hamilton City Council approved Item 7.5, which reads as follows:

**7.5 Guidelines for Ward Boundary Reviews**

- (a) That the Mayor correspond with the Minister of Municipal Affairs to request that the Province develop legislation to establish updated guidelines for ward boundary reviews and to create an independent body to conduct the reviews, taking into consideration the principle of effective representation and having sensitivity to the relevant interests of Ontario's rural and urban communities; and,
- (b) That a copy of this motion be circulated to area municipalities and to the Association of Municipalities Ontario for consideration.

We respectfully request your consideration with respect to this matter, and look forward to your timely response.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Eisenberger", with a long horizontal flourish extending to the right.

Mayor Fred Eisenberger

Copied: Association of Municipalities of Ontario





P.O. Box 129, 1 Bailey Street, Port Carling, Ontario, P0B 1J0  
Website: [www.muskokalak.es.ca](http://www.muskokalak.es.ca)  
Phone: 705-765-3156  
Fax: 705-765-6755

OUR FILE: C-09, A01, A16

February 9, 2017

The Honourable Kathleen Wynne, Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto ON M7A 1A1

Reference: Resolution re: Fire Protection and Prevention Act, 1997.

Dear Premier Wynne;

At the regular meeting of the Committee of the Whole held on December 15, 2016 the attached resolution was passed and subsequently ratified by Council on January 13, 2017.

This resolution endorses and further strengthens the Township of McKellar resolution 16-384, a copy of which is attached, regarding the lack of funding opportunities for Fire Department infrastructure within the Provincial Government's Infrastructure Strategy to Move Ontario Forward.

Thank you for your attention to this matter.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Cheryl Mortimer'.

Cheryl Mortimer  
Clerk

c.c. Hon. Marie-France Lalonde, Minister of Community Safety and Correctional Services  
Hon. Brad Duguid, Minister of Economic Development and Growth  
Norm Miller M.P.P. Parry Sound – Muskoka  
Association of Municipalities of Ontario (AMO)  
The Federation of Northern Ontario Municipalities (FONOM),  
The Rural Ontario Municipal Association (ROMA)  
All Ontario municipalities

Encl  
/ch

Agenda Reference 8.c.1.

**RESOLUTION NUMBER: COW-17-15/12/16**

**RESOLUTION**

**SECONDED BY:**

~~SECRET~~

Page 153 of 165

# Township of McKellar

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P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842  
Fax: (705) 389-1244

VIA EMAIL

November 22, 2016

The Honourable Kathleen Wynne  
The Honourable Brad Duguid  
The Honourable Bob Chiarelli  
Norm Miller, MPP for Parry Sound-Muskoka  
Association of Municipalities of Ontario (AMO)  
Federation of Northern Ontario Municipalities (FONOM)  
Rural Ontario Municipal Association (ROMA)  
All Ontario Municipalities

---

Please be advised that at its regular meeting held, Monday November 21, 2016 the Council of the Township of McKellar passed the following resolution:

**RESOLUTION: 16-384**

**WHEREAS** the *Fire Protection and Prevention Act, 1997*, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility;  
**AND WHEREAS** there are a total of 449 Fire Departments operating in the province comprised of 32 Full-Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full-Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;  
**AND WHEREAS** the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;  
**AND WHEREAS** the Municipal Fire Department and associated assets represent critical municipal infrastructure;  
**AND WHEREAS** there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Township of McKellar hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Governments Infrastructure Strategy to Move Ontario Forward;

**AND FURTHER** that a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Norm Miller, MPP for Parry Sound-Muskoka, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

As per the above resolution, please accept this correspondence for your information and consideration.

If you have any questions please do not hesitate to contact undersigned.

Sincerely,

Shawn Boggs  
Clerk Administrator  
Township of McKellar



**CORPORATION OF THE  
TOWNSHIP OF CENTRAL FRONTENAC**  
1084 Elizabeth Street, P.O. Box 89  
Sharbot Lake, Ontario K0H 2P0  
Tel: 613-279-2935 Fax: 613-279-2422  
[www.centralfrontenac.com](http://www.centralfrontenac.com)



February 17, 2017

Via Email

The Honourable Brad Duguid  
Mr. Randy Hillier  
Association of Municipalities of Ontario (AMO)  
Federation of Northern Ontario Municipalities (FONOM)  
Rural Ontario Association (ROMA)  
All Ontario Municipalities

**Resolution: Municipal Fire Department Infrastructure**

Please be advised that the following resolution was passed by council at the February 14, 2017 meeting:

“WHEREAS the Council for the Township of Central Frontenac supports the resolution adopted by the Town of New Tecumseth as it relates to Municipal Fire Department Infrastructure;

AND WHEREAS the Fire Protection and Prevention Act, 1997, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility;

AND WHEREAS there are a total of 449 Fire Departments operating in the province comprised of 32 Full Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

AND WHEREAS the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

AND WHEREAS the Municipal Fire Department and associated assets represent critical municipal infrastructure;

AND WHEREAS there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

BE IT RESOLVED THAT the Council of the Township of Central Frontenac hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Government's Infrastructure Strategy to Move Ontario Forward;

AND FURTHER THAT a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Randy Hillier MPP for Lanark-Frontenac-Lennox and Addington, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities."

Yours truly,

A handwritten signature in cursive script that reads "Cathy MacMunn".

Cathy MacMunn, AMCT, ACST  
Clerk Administrator

CM/dl



## TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306, Ingersoll, ON, N5C 3K5  
Ph. (519) 485-2490 · 1-888-699-3868 · Fax: (519) 485-2520

March 1, 2017

Honourable Kathleen Wynne, Premier of Ontario  
Legislative Building - Room 281  
Queen's Park  
Toronto, ON M7A 1A1

Dear Premier Wynne:

Please be advised the Council of the Township of Zorra passed the following resolution at its February 14, 2017 regular meeting:

**“WHEREAS, Automated External Defibrillators are used to treat sudden cardiac arrest and have been proven to be life-saving during the waiting time period for emergency services;**

**AND WHEREAS, for every minute a person in cardiac arrest goes without being successfully treated by defibrillation, the chance of survival decreases by 7 percent in the first, and decreases by 10 percent per minute as time advances past 3 minutes;**

**AND WHEREAS, Andrew Stoddart, a 15 year old boy, passed away while playing soccer in Kintore, Ontario, an AED on site may have increased his odds of survival. Andrew's Legacy foundation has currently purchased 22 AEDs for across Oxford County, including all three elementary schools in Zorra Township;**

**AND WHEREAS, Thames Valley District School Board has yet to put together a policy for having AED's in place in all, or any, of their public elementary and secondary schools;**

**THEREFORE BE IT RESOLVED THAT the Township of Zorra requests that the Premier, and Minister of Education, develop a policy that enables all schools and school boards in Ontario, including the Thames Valley District School Board, that allows individual elementary and secondary schools to have an AED installed in their schools;**

**AND THAT the Township of Zorra request that the Thames Valley District School Board and all other schools in Ontario develop a policy to install AEDs in all schools in Ontario as soon as possible for the safety of our children.**

**AND THAT this resolution be sent to the Premier, Minister of Education, AMO, Thames Valley District School Board; and all Ontario Municipalities for consideration and support.”**

**Disposition: Carried**

If you have any questions, please do not hesitate to contact me.

Yours truly,

A handwritten signature in dark ink, appearing to read "Karen Martin". The signature is fluid and cursive, with the first name "Karen" and last name "Martin" clearly distinguishable.

Karen Martin  
Clerk

cc: Minister of Education  
Association of Municipalities of Ontario (AMO)  
Thames Valley District School Board  
All Ontario Municipalities

17-011



TOWN OF FORT FRANCESMINUTESSESSION NO. #002February 8, 2017

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on February 8, 2017 from 8:30 a.m. to 9:31 a.m.

PRESENT: Paul Ryan, Chairperson, Ken Perry, June Caul, Doug Brown, CAO and Travis Rob

ALSO PRESENT:**1. Call to Order**

The meeting was called to order at 8:30 a.m.

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

None

**3. Approval of Previous Committee Minutes**

3.1 Minutes from the previous meeting of this committee on January 18, 2017 - the minutes were approved as circulated.

**4. Non-agenda Items**

None

**5. Items Referred from Council**

5.1 Letter from Wendy Derendorf - request for memorial bench along waterfront - this item was tabled until such time that Ms. Derendorf can be present to speak to her request.

**6. New Business**

6.1 December 2016 Drinking Water Systems Monthly Summary Report - the administration report was reviewed and approved as amended.

6.2 Lakeside Process Controls 3 Year Support Agreement Renewal for Process Control at the Water and Wastewater Treatment Plants - the recommendation of the report was approved as amended.

6.3 Renewal of Bearskin Annual Lease and Melaire Ltd. 5 Year Hanger Lease - the administration report was reviewed and approved as recommended.

6.4 Report No. 2 - Establishing 2017 Water and Sewer Rates - the report was reviewed and it was recommended to do an additional rate scenario and take it to Council. The recommended increase in the new scenario would be a 2.5% increase to residential rates with a 3.24% increase to commercial rates.

6.5 Tender No. 16-OF-14 - Compact Track Loader and Provide Pricing for Seven Attachments - to be distributed prior to meeting.

## 7. Information

- 7.1 Operations and Facilities Division - Environmental Area - Operations Statistics - November 2016 - the Operations Statistics for the Environmental Area for November 2016 were reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Operations and Facilities Division - Environmental Area - Operations Statistics - December 2016 - the Operations Statistics for the Environmental Area for December 2016 were reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Operations and Facilities Division - Public Works Area - Operations Statistics - November 2016 - the Operations Statistics for the Public Works Area for November 2016 were reviewed and will be forwarded to Council as information only. No action required.
- 7.4 Operations and Facilities Division - Public Works Area - Operations Statistics - December 2016 - the Operations Statistics for the Public Works Area for December 2016 were reviewed and will be forwarded to Council as information only. No action required.
- 7.5 Aircraft Landings 2017 - as of February 6, 2017 - the Aircraft Statistics were reviewed and will be forwarded to Council as information only. No action required.

## 8. Adjourn / Next Meeting Date

The meeting was adjourned at 9:31 a.m.

---

Executive Committee Chair

---

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. # 041February 6, 2017

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on February 6, 2017 from 10:30 a.m. to 11:13 a.m.

PRESENT: Wendy Brunetta - Chairman, John Albanese - Councillor, Doug Kitowski - Councillor, Doug Brown - CAO, Jason Kabel - Manager of Community Services

**1 CALL TO ORDER (Session # 041)**

W. Brunetta called the meeting to order at 10:30 a.m.

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

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

**4 APPROVAL OF PREVIOUS COMMITTEE MINUTES**

Community Services Executive Committee - January 16, 2017

4.1 Community Services Executive Committee - January 16, 2017 **-Approved as circulated.**

**5 ITEMS REFERRED FROM COUNCIL**

- NIL

**6 NEW BUSINESS**

6.1 Ontario Trillium Foundation Contract - Canada 150 Capital Funding - Museum - The Committee recommended to Mayor & Council to sanction the grant agreement with the Ontario Trillium Foundation, execution by Mayor and Clerk, and forthcoming bylaw.

6.2 Childcare Workers Provincial Wage Enhancement Funding - The Committee recommends to Mayor & Council to approve the submission of the Provincial Child Care Wage Enhancement Grant.

6.3 Student Wages - The Committee agreed with the recommendation of the Community Services Division to endorse the updated student wage report from A. Petrin and make recommendation to Mayor & Council for approval.

**7 IN-CAMERA**

NIL

**8 NON-AGENDA ITEMS**

NIL

**9 INFORMATION**

9.1 Healthy Kid Community Challenge - Water does wonders partnership proposal

9.2 8th Street Recreational Trails

9.3 Next Meeting Date - February 21, 2017

**10      CLOSING**

There being no further matters before the committee at this time, the meeting was closed at 11:13.

\_\_\_\_\_  
W. Brunetta, Executive Committee Chair

\_\_\_\_\_  
J. Kabel, Manager of Community Services



TOWN OF FORT FRANCESMINUTESSESSION NO. #24February 6, 2017

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on February 6, 2017 from 8:00 a.m. to 8:37 a.m.

PRESENT: D. Kitowski, Chair, J. Albanese, Councillor, R. Avis, Mayor.

ALSO PRESENT: D. Brown, CAO, L. Slomke, Clerk, T. Dennis, CBO/Planner, P. Briere, Secretary, D. Beazley, Guest.

**1. Call to Order - 0800am**  
Session #24

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

**3. Approval of Previous Committee Minutes**  
Approval of January 16, 2017 meeting minutes.

- 3.1 Approval of January 16, 2017 meeting minutes.  
- Approved as presented.

**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.  
- No update at this time, referred to next meeting.

- 5.2 Front Street Property Inquiry.  
- The Planning & Development Executive Committee received a presentation and draft drawing from Mr. Beazley in regards to a request to purchase municipal land located on Front Street. A lengthy discussion was had in regards to this request and further questions were also discussed with Mr. Beazley. The Planning & Development Executive Committee is recommending that Council approve the report with amendments that addressed additional items of discussion.

Albanese-Avis: THAT the Planning and Development Executive Committee now meet in-camera in order 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 5.2 - Front Street Property Inquiry.

CARRIED

**6. Items Referred from Council**  
None.

**7. New Business**

- 7.1 Traffic Control By-Law Amendment for Library.  
- The report was reviewed and the recommendation of the Planning & Development Executive Committee is to approve the report as presented.
- 7.2 Draft By-Law for Lot 21, Minnie Avenue North.  
- A discussion was had about the specifics of the draft by-law. The recommendation

from the Planning & Development Executive Committee is to approve the report as presented.

- 8.     **Outstanding Items**  
None.
- 9.     **Information**  
None.
- 10.    **Non-agenda Items**  
None.
- 11.    **Adjourn / Next Meeting Date - 0837am**  
Monday March 6, 2017.

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
Secretary, Planning & Development Executive  
Committee