

TOWN OF FORT FRANCES

AGENDA - June 12, 2017

MEETING - Council Chambers , Civic Centre

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1. **COUNCIL MEETING**

(Session No. 066) 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 2017 Budget Presentation delivered by L. Lindberg, Treasurer

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Letter received June 8, 2017 from Sunset Water Sports re: Operation
of Water Sports Business

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- will be referred to the Community Services Executive Committee for
recommendation.

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

4.1 Session No. 065, May 23, 2017

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

5.1 Session No. 093, May 23, 2017

6. **Resolutions from tonight's Committee meeting**

7. **By-Laws:**

7.1 55/16-B Being a by-law to amend certain user fees in 2017.

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7.2 30/17 Being a by-law to adopt the estimates of all sums required for
all municipal purposes during the year 2017.

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7.3 31/17 Being a by-law to authorize the levy and collection of taxes for
all municipal purposes in the Town of Fort Frances for the year 2017.

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7.4 32/17 Being a by-law to authorize the execution of an agreement with

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	Bay City Contractors for 2017 Road Reconstruction, Watermain and Sewer Replacement awarded through the public tender process.	
7.5	33/17 Being a by-law to approve a contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for funding for improvements to the Fort Frances Museum and Cultural Centre.	42 - 70
7.6	34/17 Being a by-law to approve a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for funding for the replacement of water and sanitary sewer mains along Second Street East.	71 - 134
7.7	35/17 Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs for funding to complete the final phase to become an Age Friendly Community.	135 - 161
7.8	36/17 Being a by-law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area as provided in the Municipal Act.	162 - 166
8.	<u>New Items:</u>	
8.1	MPAC Strategic Planning Session - June 13, 2017 (resolution required to approve Council's attendance)	167
8.2	Letter dated May 29, 2017 from N. Donaldson, Shops on Scott re: Invitation to participate in Mall Day	168
9.	<u>Information Correspondence:</u>	
9.1	AMO Communications	169 - 174
	- Changing Workplaces Final Report Released	
	- AMO WatchFile - May 18, 2017	
	- Province Announces Emergency Services Changes Including Dispatch and Fire-Medic Pilots	
9.2	Letter dated May 18, 2017 from Municipality of Killarney re: End to Payments out of Court for Municipalities	175 - 176
10.	<u>Minutes:</u>	
10.1	Administration & Finance Executive Committee - May 16, 2017 minutes	177 - 178
10.2	Community Services Executive Committee - May 15, 2017 minutes	179 - 180

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10.3 Operations & Facilities Executive Committee - May 17, 2017 minutes	181 - 182
10.4 Economic Development Advisory Committee - April 3, 2017 minutes	183 - 185
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	



Sunset Water Sport
 136 Fifth Street East
 Fort Frances, ON
 P9A 1T7
 807-275-7747
sunsetwatesports136@gmail.com
 Facebook: Sunset Water Sports



Dear Mr. Kabel and Council Members,

We are writing to request permission from The Town of Fort Frances to utilize the waterways, public docks and beaches surrounding our town for the operation of a water sports business. The primary locations being the river, harbor by Rainy Lake Sports and Sand Bay/Pither's Point beach.

We are aware that these are public waterways and assure you that we will be mindful and respectful of the other water/beach goers. Our operations will not interfere with other organizations such as the Dragon Boaters, Rusty Myers etc.

We will be purchasing a season pass to launch from the Marina and would greatly appreciate your support in allowing us the use of the waterways for our daily operations.

Thank you for your time and consideration and

Thank You for your help in enhancing the experiences of our riders.

Sincerely

Shawna McRitchie and Marjan Fraczekiewicz

Sunset Water Sports

TOWN OF FORT FRANCES

BY-LAW NO. 55/16-B

(BEING a by-law to amend certain user fees in 2017 – the *Municipal Act, 2001*, c.25, S.O. 2001, Part XII as amended.)

WHEREAS on May 23, 2017, Council approved a report from the Manager of Community Services recommending the addition / amendment of certain fees related to the Children’s Complex and that an amending by-law be brought forward to amend schedule A as outlined below.

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

1. That Section 3.1 Day Care and Private Home Day Care be amended as follows:

3.1	Day Care and Private Home Day Care				
	3.1.1	Child Care Rates - Effective June 1, 2017		<u>1st Child</u>	<u>2nd Child</u>
		3.1.1.1	Full Day Preschool (4 or more hours)	42.00	31.50
		3.1.1.2	Full Day Toddler (4 or more hours)	43.00	32.25
		3.1.1.3	Hourly (2 hrs or less) Excludes school Age Children	7.00	5.25
		3.1.1.4	Before School	10.00	7.50
		3.1.1.5	After School	15.00	11.25
		3.1.1.6	Before & After School	25.00	18.75
		3.1.1.7	Full Day - Holidays / Summer School Age	39.30	29.50
		3.1.1.8	No call fee for absentee	15.00	
		3.1.1.9	Late pick up fee (per 15 minutes, starting at 0-15 minutes)	20.00	
* First Child rates pertain to the youngest child enrolled in Full Day Program					
** Third, fourth and additional child's rate will be the same as the second child's rate					

2. These fees and charges shall prevail over any like fees that may be provided for in any other By-Law enacted by Council for the Town of Fort Frances.

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

READ THREE TIMES and finally passed in open Council this 12th day of June 2017.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 30/17

(Being a By-Law to adopt the estimates of all sums required for all municipal purposes during the year 2017)

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

AND WHEREAS on April 24, 2017, Council consented to the 2017 budget being brought forward in by-law form for consideration;

AND WHEREAS, notice was advertised pursuant to By-Law No. 64/02 (the Notice By-Law) that a by-law to approve the 2017 budget would be considered at the June 12th, 2017 Council meeting.

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

1. That Schedule “A” attached hereto and forming part of this by-law setting out the estimates of all revenues to be received by the Municipality during the year 2017 and all estimates of expenditures to be made for municipal purposes during the year 2017 is hereby adopted.

READ THREE TIMES and finally passed in open Council this 12th day of June, 2017.

R. Avis, Mayor

E. Slomke, Clerk

2017 Budget Summary

By-Law No. 30/17 - Schedule "A"

<u>General Division</u>	Revenue	Expenditure	Budget Deficit
Corporate	(\$16,121,584)	\$7,180,274	(\$8,941,310)
Administration & Finance	(\$612,195)	\$1,452,912	\$840,717
Emergency Services	(\$168,886)	\$3,181,906	\$3,013,020
Community Services	(\$2,637,463)	\$4,396,373	\$1,758,910
Operations & Facilities	(\$2,008,841)	\$4,997,145	\$2,988,304
Planning & Development	(\$190,818)	\$531,177	\$340,359
	(\$21,739,787)	\$21,739,787	\$0
Capital Budget	(\$7,568,731)	\$7,568,731	\$0
Water Operating Budget	(\$2,749,279)	\$2,749,279	\$0
Sewer Operating Budget	(\$2,515,426)	\$2,515,426	\$0
	(\$5,264,705)	\$5,264,705	\$0
	(\$34,573,223)	\$34,573,223	\$0

2017 GENERAL FUND BUDGET

	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
CORPORATE:					
REVENUE					
Municipal Levy	(10,385,667)	(10,358,549.68)	(10,363,129)	(10,195,925.22)	(10,369,193)
School Board Levy	(1,722,287)	(1,708,578.86)	(1,706,841)	(1,701,248.19)	(1,578,840)
Payments-In-Lieu	(783,913)	(787,523.86)	(782,001)	(797,355.99)	(789,904)
Contribution From Contingency Reserve Fund	0	0.00	0	00.00	0
Sale of Land/Gain on Sale of Land	0	(93,705.34)	0	(584,791.50)	
Other Grant (In-Lieu of taxation)	0	0.00	0	00.00	0
One Time Assistance Funding					
Tax Rate Stabilization Reserve Fund Contribution	(448,804)	(448,804)	(242,250)	(436,738.88)	0
Surplus from Prior Years	0	-	0	00.00	0
OMPF (CRF) Funding	(2,983,600)	(2,983,600.00)	(2,934,100)	(2,934,100.00)	(3,106,500)
	(16,324,271)	(16,380,761.74)	(16,028,321)	(16,650,159.78)	(15,844,437)
EXPENDITURES					
Election	0	213.70	0	00.00	0
Council	762,650	319,859.39	717,598	318,451.07	719,600
Contribution to Reserve/Reserve Funds	1,375,000	2,350,000.00	1,375,000	2,223,885.98	1,375,000
Uncontrollable Costs	2,614,010	2,534,704.88	2,385,801	2,321,399.93	2,435,316
Economic Development	165,485	183,976.37	166,435	132,791.63	167,768
Travel Information Centre	22,500	(4,060.35)	10,770	14,845.13	19,000
Solar Panels	(26,260)	(24,092.99)	(25,270)	(15,558.43)	(25,625)
School Board Requisition	1,722,287	1,708,578.86	1,706,841	1,701,248.19	1,578,840
Long Term Debt	697,352	131,216.19	640,120	99,701.32	633,228
	7,333,024	7,200,396.05	6,977,295	6,796,764.82	6,903,127
Total Corporate	(8,991,247)	(9,180,365.69)	(9,051,026)	(9,853,394.96)	(8,941,310)
ADMINISTRATION & FINANCE:					
Admin. Revenue	(601,250)	(612,516.07)	(608,121)	(668,683.56)	(612,195)
Administration Department	444,823	504,819.49	473,091	582,215.68	507,625
Clerk's Department	181,000	188,022.57	186,289	205,488.53	214,660
Treasury Department	598,974	574,385.98	614,842	573,492.38	622,627
FFPC Administration	94,185	79,405.64	95,170	78,351.94	108,000
Total A & F	717,732	734,117.61	761,271	770,864.97	840,717

2017 GENERAL FUND BUDGET

	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
EMERGENCY SERVICES					
Fire Emergency Services	921,989	913,587.95	935,762	922,833.52	977,545
911 Dispatch Services	13,800	10,952.03	13,800	9,482.21	11,800
Police Services	2,510,895	2,611,854.51	2,329,938	2,322,747.02	2,023,675
Total Emergency Services	3,446,684	3,536,394.49	3,279,500	3,255,062.75	3,013,020
COMMUNITY SERVICES:					
Sister Betty Kennedy Centre	31,412	31,235.79	34,600	45,229.02	43,053
Children's Day Care	0	(33,824.75)	6,045	38,653.02	51,358
Best Start Hub	0	(0.00)	668	1,710.72	0
Day Care Resource Centre	0	926.78	833	1,418.30	0
Handi Transit Services	90,657	97,048.82	90,302	107,447.64	103,377
Townshend Theatre	0	(6,526.71)	0	(5,101.69)	0
Recreation Facilities	592,536	574,548.86	627,806	626,582.36	602,187
Recreation Programs	117,453	80,402.37	111,079	88,621.01	138,656
Community Services	108,643	114,105.21	132,683	116,182.87	133,742
Sunny Cove Camp	15,547	8,146.58	14,327	15,128.77	23,705
Public Library	485,975	485,975.00	493,191	482,038.77	480,749
Library Co-op				0.00	
Museum	146,449	136,845.59	146,810	139,081.01	144,027
Waterfront (Sorting Gap)	55,712	41,150.05	47,739	39,816.59	38,056
Total Community Services	1,644,384	1,530,033.59	1,706,083	1,696,808.39	1,758,910
OPERATIONS & FACILITIES					
Public Works	478,261	629,395.36	542,209	518,192.56	492,153
Roads	1,273,010	1,001,910.10	1,300,136	1,578,987.65	1,399,893
Sidewalks	107,463	75,442.15	107,954	90,404.98	101,671
Stores Operations	87,566	83,481.17	84,540	89,077.03	93,640
Traffic Signal Maint	6,861	13,508.44	7,779	7,983.26	8,735
Streetlighting Maint	47,586	65,286.04	53,317	74,722.05	75,496
Waste Management Services	0	(3,558.52)	0	39,883.13	0
Airport	140,983	20,518.52	79,203	43,499.55	81,449
Parks & Cemeteries Admin	162,487	156,803.49	196,473	191,811.98	163,466
Cemeteries	270,694	256,320.53	261,656	229,633.20	265,216
Parks	244,914	253,797.75	272,068	309,769.62	306,585
Total Operations and Facilities	2,819,825	2,552,905.03	2,905,335	3,173,965.01	2,988,304

2017 GENERAL FUND BUDGET

	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
PLANNING & DEVELOPMENT					
By-Law Enforcement	144,960	166,700.82	152,716	143,314.34	155,745
Fight The Blight				32,413.76	
Building Official Department	52,406	(2,071.99)	59,104	39,612.99	21,776
Planning Department	98,903	147,164.27	108,623	672,639.09	48,120
Civic Centre	66,353	73,405.55	78,394	83,031.04	114,718
Total Planning and Development	362,622	385,198.65	398,837	971,011.22	340,359
SUBTOTAL	0	(441,716.32)	0	14,317.38	0
YE Auditor's (Capital Fund Adj & Prior Yr Surplus diff.)				0.07	
Less: Amortization					
Year End Sub-Total (Before PSAB Audit Adjustments)	0	(441,716.32)	0	14,317.45	0
LT Debt Principal Payments		489,298.98		507,436.47	
Closing Transfers to Reserve Funds					
Increase in Landfill Closure Liability		(23,358.86)		(23,359.87)	
Increase in Employee Future Benefits		3,591.00		15,237.00	
Cost of Lots sold		(41,814.08)		(567,042.45)	
Capital - Funded by Operations		(1,972.44)			
Opening Surplus from Prior Year		(101,960.29)		(117,932.01)	
OPERATING FORECAST	0	(117,932.01)	0	(171,343.41)	0

2017 WATER FUND BUDGET

			2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
NEW G/L ACCOUNT		ACCOUNT #							
REVENUE									
Expense Recovery	50-080-0832-0330-40589	W-961-0330-0589							
Rents & Leases	50-080-0832-0330-40592	W-961-0330-0592	(9,000)	(8,994.39)	(9,276)	(9,277.20)	(9,277)	(9,212.20)	(9,277)
Private Work Charges	50-080-0832-0330-40595	W-961-0330-0595				(721.93)			
Sale of Rain Barrels	50-080-0832-0330-40782	W-961-0330-0782	(325)	(172.56)	(260)	(230.08)	(260)	(64.62)	(65)
Expense Recovery		W-961-0430-0589						(74.46)	
Private Work Charges	50-080-0832-0430-40595	W-961-0430-0595	(8,000)	(21,967.51)	(10,000)	(21,138.46)	(8,000)	(10,099.34)	(8,000)
Reconnect Charges	50-080-0832-0430-40618	W-961-0430-0618	(1,200)	(1,804.50)	(1,300)	(494.00)	(1,200)	(750.00)	(1,200)
New Connection Charges	50-080-0832-0430-40619	W-961-0430-0619	(7,500)	(2,750.12)	(7,500)	(15,436.91)	(7,500)	(8,919.23)	(7,500)
Late Payment Charges	50-080-0832-0430-40682	W-961-0430-0682	(7,000)	(7,663.26)	(7,500)	(8,100.53)	(7,500)	(14,196.59)	(7,500)
Sale of Water	50-080-0832-0430-40685	W-961-0430-0685	(2,493,158)	(2,618,013.50)	(2,522,892)	(2,508,047.13)	(2,601,415)	(2,639,893.34)	(2,670,755)
Special Water Rates	50-080-0832-0430-40687	W-961-0430-0687		(2,473.51)		(16,505.30)		(18,750.00)	
Sale of Water Meters/Backflow Prevention	50-080-0832-0430-40943	W-961-0430-0943	(5,000)	(536.70)	(5,000)	(2,231.65)	(5,000)	(14,259.85)	(5,000)
Water Meter Replacement	50-080-0832-0430-40946	W-961-0430-0946	(19,533)	(18,523.90)	(19,533)	(17,981.71)	(19,533)	(18,165.47)	(17,982)
Private Works Charges - HST Exempt at POS	50-080-0832-0530-40595	W-961-0530-0595			0	(639.74)	(11,000)		(11,000)
			(2,550,716)	(2,682,899.95)	(2,583,261)	(2,600,804.64)	(2,670,685)	(2,734,385.10)	(2,738,279)
Water Works General									
EXPENDITURES									
Administration									
Distributed Salaries/Wages		W-961-1101-1110	(288,635)	(318,969.27)	(304,180)	(308,227.53)	(312,438)	(309,353.92)	
Distributed Benefits		W-961-1101-1111	(89,251)	(102,252.02)	(96,597)	(98,734.40)	(99,246)	(99,264.79)	
Overtime & Lieu Time	50-080-0832-1101-60013	W-961-1101-1113	11,538	45,108.05	20,000	32,382.17	20,223	28,358.49	
Paid Leave		W-961-1101-1114	10,299	34,903.00	6,715	32,601.70	6,627	36,082.05	
Vac, Floaters, Stats, Holidays		W-961-1101-1115	64,153	61,349.55	66,580	60,879.24	64,802	64,316.74	
Hourly Full Time	50-080-0832-1101-60010	W-961-1101-1120	349,399	305,865.80	363,888	330,567.66	434,908	339,359.41	73,489
Disability ST/LTD		W-961-1101-1121	14,800	13,829.58	15,761	13,527.60	14,453	14,361.52	
WSIB	50-080-0832-1101-60055	W-961-1101-1122	5,812	5,003.74	5,893	5,250.93	6,518	5,402.16	3,946
Canada Pension Plan	50-080-0832-1101-60025	W-961-1101-1123	17,311	15,669.14	17,309	17,497.89	17,545	19,065.76	2,132
Employment Insurance	50-080-0832-1101-60030	W-961-1101-1124	8,079	7,223.61	8,123	8,168.35	8,436	8,765.03	1,397
Dental, Vision, Extended Health		W-961-1101-1125	28,372	25,167.46	27,976	28,419.86	36,229	32,204.26	
OMERS	50-080-0832-1101-60035	W-961-1101-1126	41,789	41,307.00	43,188	42,997.46	42,984	46,931.11	10,458
Life Insurance		W-961-1101-1127	2,526	2,221.32	2,439	2,229.99	3,033	2,425.05	
Employer Health Tax	50-080-0832-1101-60040	W-961-1101-1129	8,636	8,904.42	8,792	8,993.06	8,730	9,658.43	1,574
Employer Benefits	50-080-0832-1101-60050								
Summer Staff & Part-time Staff	50-080-0832-1101-60020	W-961-1101-1130	10,417	10,490.08	10,624	10,504.00	10,623	10,066.26	475
Accounting/Allocated Admin	50-080-0832-1200-71221	W-961-1200-1221	188,300	188,300.00	192,066	192,066.00	195,907	195,907.00	198,845
Communications	50-080-0832-1200-71251	W-961-1200-1251	1,500	2,609.32	1,500	2,499.16	2,000	4,124.48	3,000
Postage, Freight, Courier	50-080-0832-1200-71252	W-961-1200-1252	12,500	12,799.15	11,000	11,999.06	11,220	11,911.31	11,613
Legal	50-080-0832-1200-71253	W-961-1200-1253	5,000	3,281.54	5,000	32,145.21	5,000	5,932.49	5,000
Memberships	50-080-0832-1200-71260	W-961-1200-1260	1,200	721.63	1,200	726.05	1,000	550.27	1,000
Write-Offs	50-080-0832-1210-74515	W-961-1210-4515	2,000	3.56	2,000	31.43	2,000		2,000
Office Supplies	50-080-0832-1400-71410	W-961-1400-1410	200	727.77	500	2,438.23	750	2,558.68	750
Stores Charge	50-080-0832-1400-71433	W-961-1400-1433	10,300	10,300.00	10,300	10,300.00	10,300	10,300.00	10,300

2017 WATER FUND BUDGET

			2014	Actual	2015	Actual to	2016	Actual to	2017
			OPERATING	December 31/14	OPERATING	December 31/15	OPERATING	December 31/16	OPERATING
			FORECAST		FORECAST		FORECAST		FORECAST
NEW G/L ACCOUNT	ACCOUNT #								
Rain Barrel Expenses	50-080-0832-1400-71443	W-961-1400-1443	325	107.94	325	161.91	244		
Annual Software Support	50-080-0832-1500-71501	W-961-1500-1501		1,403.71	1,404		1,404		1,404
Computer Maintenance (H&S)	50-080-0832-1500-71502	W-961-1500-1502		1,040.02	1,040	2,526.67	1,040	2,619.79	6,672
Custom Software Charges	50-080-0832-1500-71503	W-961-1500-1503		915.84	916		1,000		1,000
GIS Material	50-080-0832-1500-71507	W-961-1500-1507	12,939	7,068.31	11,652	9,947.40	11,601	9,081.03	12,670
Contracted Works	50-080-0832-1500-71523	W-961-1500-1523		320.54		1,352.56	1,000		1,000
Conference & Courses	50-080-0832-1500-71531	W-961-1500-1531	20,000	8,894.61	20,000	13,797.54	20,000	12,527.28	20,000
Insurance	50-080-0832-1500-71580	W-961-1500-1580	39,263	39,055.60	39,973	38,366.14	31,966	32,247.99	33,626
Insurance Deductible	50-080-0832-1500-71581	W-961-1500-1581	10,000		10,000		10,000	1,017.60	10,000
Advertising & Public Notices	50-080-0832-1500-71591	W-961-1500-1591	500	241.34	500	506.15	500	417.99	500
Contribution to Capital Fund	50-080-0832-1510-75350	W-961-1510-5350	888,173	499,782.22	1,027,867	1,027,867.00	1,030,970	1,030,970.00	1,042,156
Transfer to Reserve Fund (Water Meter Replacement)	50-080-0832-1620-75390	W-961-1620-5390	19,533	18,523.90	19,533	17,981.71	17,981	18,165.47	17,982
Contribution to Reserve Fund	50-080-0832-1620-75390	W-961-1620-5390	202,244	482,691.92		62,136.25		166,094.45	174,714
Inventory Adjustments	50-080-0832-1700-72505	W-961-1700-2505		(833.13)		620.61		(788.38)	
			1,609,222	1,433,777.25	1,553,287	1,614,527.06	1,619,310	1,712,015.01	1,647,703
Water Service Connections									
Distributed Salaries/Wages		W-961-1962-1110	50,000	117,769.39	75,000	63,397.73	75,000	55,315.01	
Distributed Benefits		W-961-1962-1111	15,863	37,546.95	23,786	19,227.47	22,306	16,499.30	
Hourly Full Time	50-080-0832-1962-60010								71,440
Overtime	50-080-0832-1962-60013								7,500
Hourly Part Time	50-080-0832-1962-60020								3,560
Employer CPP	50-080-0832-1962-60025								3,278
Employer EI	50-080-0832-1962-60030								1,395
Employer OMERS	50-080-0832-1962-60035								6,757
Employer EHT	50-080-0832-1962-60040								1,455
Employer Benefits	50-080-0832-1962-60050								7,530
Employer WSIB	50-080-0832-1962-60055								2,273
Materials	50-080-0832-1962-71471	W-961-1962-1471	12,000	16,378.38	12,000	16,008.21	14,000	18,729.47	14,000
Contracted Works	50-080-0832-1962-71523	W-961-1962-1523	15,000	35,000.36	16,000	11,986.13	16,000	11,544.50	14,000
Equipment Rentals - Owned	50-080-0832-1962-71540	W-961-1962-1540	18,000	42,477.38	22,000	21,888.37	22,000	19,880.13	22,000
			110,863	249,172.46	148,786	132,507.91	149,306	121,968.41	155,188
Water Meter Maintenance									
Distributed Salaries/Wages		W-961-1963-1110	5,000	1,823.80	3,000	3,051.86	3,000	2,787.23	
Distributed Benefits		W-961-1963-1111	1,650	588.41	961	1,007.06	990	902.26	
Hourly Full Time	50-080-0832-1963-60010								3,000
Overtime	50-080-0832-1963-60013								
Employer CPP	50-080-0832-1963-60025								604
Employer EI	50-080-0832-1963-60030								257
Employer OMERS	50-080-0832-1963-60035								257
Employer EHT	50-080-0832-1963-60040								268
Employer Benefits	50-080-0832-1963-60050								316
Employer WSIB	50-080-0832-1963-60055								419
Materials	50-080-0832-1963-71471	W-961-1963-1471	5,000	2,093.72	3,500	3,465.19	3,500	1,739.73	3,500

2017 WATER FUND BUDGET

			2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
Contracted Works	50-080-0832-1963-71523	W-961-1963-1523	5,000	23,457.23	5,000	6,857.19	5,000	11,577.50	11,522
Equipment Rentals - Owned	50-080-0832-1963-71540	W-961-1963-1540	1,000	300.00	500	871.20	500	937.50	500
			17,650	28,263.16	12,961	15,252.50	12,990	17,944.22	20,643
Water Distribution System Maintenance									
Distributed Salaries/Wages		W-961-1964-1110	62,635	126,173.70	80,000	91,275.74	80,000	108,067.25	
Distributed Benefits		W-961-1964-1111	19,233	38,360.39	24,019	28,467.03	24,608	33,635.84	
Hourly Full Time	50-080-0832-1964-60010								82,505
Overtime	50-080-0832-1964-60013								7,500
Hourly Part Time	50-080-0832-1964-60020								9,495
Employer CPP	50-080-0832-1964-60025								3,910
Employer EI	50-080-0832-1964-60030								1,535
Employer OMERS	50-080-0832-1964-60035								7,704
Employer EHT	50-080-0832-1964-60040								1,601
Employer Benefits	50-080-0832-1964-60050								8,696
Employer WSIB	50-080-0832-1964-60055								1,251
Materials	50-080-0832-1964-71471	W-961-1964-1471	28,000	54,651.20	35,000	26,325.27	35,000	32,223.97	35,000
Contracted Works	50-080-0832-1964-71523	W-961-1964-1523	35,000	80,262.89	45,000	42,607.62	45,000	27,030.92	40,000
Equipment Rentals - Owned	50-080-0832-1964-71540	W-961-1964-1540	30,000	59,174.89	35,000	29,963.46	35,000	33,445.23	35,000
			174,868	358,623.07	219,019	218,639.12	219,608	234,403.21	234,197
Total Waterworks General			1,912,603	2,069,835.94	1,934,053	1,980,926.59	2,001,214	2,086,330.85	2,057,731
Water Treatment Plant									
Microfit Generation Revenue	50-080-0831-0330-40320	W-965-0330-0320	(11,000.00)	(11,290.68)	(11,000)	(12,409.54)	(11,000)	(10,766.24)	(11,000)
Distributed Salaries/Wages		W-965-1101-1110	153,624	128,644.77	155,760	141,645.79	155,760	148,322.63	
Distributed Benefits		W-965-1101-1111	50,696	42,452.86	51,401	46,640.96	51,250	48,946.41	
Hourly Full Time	50-080-0831-1101-60010								160,433
Overtime	50-080-0831-1101-60013								4,000
Employer CPP	50-080-0831-1101-60025								6,818
Employer EI	50-080-0831-1101-60030								2,984
Employer OMERS	50-080-0831-1101-60035								14,075
Employer EHT	50-080-0831-1101-60040								3,112
Employer Benefits	50-080-0831-1101-60050								16,910
Employer WSIB	50-080-0831-1101-60055								2,182
Equipment Rentals - Owned	50-080-0831-1101-71540	W-965-1101-1540	1,000	312.50	1,000	1,818.75	1,000	3,762.50	2,000
Communications	50-080-0831-1200-71251	W-965-1200-1251	6,500	5,648.10	6,500	6,603.12	6,000	5,083.98	6,000
Lab Fees - Water Testing	50-080-0831-1200-71270	W-965-1200-1270	13,000	15,842.52	13,000	15,380.68	15,000	19,949.82	15,000
Office Supplies	50-080-0831-1200-71410	W-965-1400-1410						816.06	
Natural Gas	50-080-0831-1240-71416	W-965-1400-1416	29,803	21,315.28	30,697	18,479.12	30,697	19,868.67	30,697
Diesel Fuel	50-080-0831-1240-71417	W-965-1400-1417	200		200	2,822.22	1,000	.00	1,000
Electrical Power	50-080-0831-1240-71420	W-965-1400-1420	64,713	65,239.89	62,224	70,011.32	70,313	73,432.28	76,641
Water & Sewer	50-080-0831-1240-71421	W-965-1400-1421	1,100	1,205.52	1,155	1,236.72	1,190	1,276.20	1,193
Taxes	50-080-0831-1240-71425	W-965-1400-1425	52,658	51,526.37	53,072	51,363.23	52,904	51,237.82	51,392

2017 WATER FUND BUDGET

			2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
Chlorine	50-080-0831-1400-71434	W-965-1400-1434	12,000	24,283.01	12,500	10,584.76	13,000	15,596.49	13,650
Soda Ash	50-080-0831-1400-71435	W-965-1400-1435	38,000	42,594.63	38,000	30,972.39	40,000	44,807.07	42,000
Aluminium Sulphate	50-080-0831-1400-71436	W-965-1400-1436	32,900	37,183.26	33,500	38,311.97	35,000	35,141.36	39,000
Fluorides	50-080-0831-1400-71437	W-965-1400-1437	10,000	3,925.19	10,000	4,744.07	10,000	12,106.13	10,000
Miscellaneous Chemicals	50-080-0831-1400-71438	W-965-1400-1438	8,000	11,170.72	9,000	20,264.56	12,000	10,336.08	12,000
Materials	50-080-0831-1400-71471	W-965-1400-1471	20,000	11,279.99	20,000	16,503.04	20,000	14,333.42	20,000
Contracted Services	50-080-0831-1500-71523	W-965-1500-1523	40,000	39,481.28	40,000	42,759.41	35,000	44,360.22	36,355
			534,194	502,105.89	538,009	520,142.11	550,114	549,377.14	567,442
<i>Total Water Treatment Plant</i>			523,194	490,815.21	527,009	507,732.57	539,114	538,610.90	556,442
<i>Water Storage Facility</i>									
Distributed Salaries/Wages		W-966-1101-1110	11,049	6,839.60	7,538	8,467.65	7,538	6,668.38	
Distributed Benefits		W-966-1101-1111	3,645	2,257.12	2,488	2,794.42	2,488	2,200.58	
Hourly Full Time	50-080-0831-1965-60010								7,500
Overtime	50-080-0831-1965-60013								1,000
Employer CPP	50-080-0831-1965-60025								319
Employer EI	50-080-0831-1965-60030								140
Employer OMERS	50-080-0831-1965-60035								728
Employer EHT	50-080-0831-1965-60040								146
Employer Benefits	50-080-0831-1965-60050								790
Employer WSIB	50-080-0831-1965-60055								102
Equipment Rentals - Own	50-080-0831-1965-71540	W-966-1101-1540	2,100	2,225.00	2,200	1,962.50	2,200	1,762.50	2,200
Communications	50-080-0831-1965-71251	W-966-1200-1251	800	403.64	800	418.21	800	504.33	800
Natural Gas	50-080-0831-1965-71416	W-966-1400-1416	5,000	19,897.90	15,000	8,225.65	15,000	5,848.01	15,000
Electrical Power	50-080-0831-1965-71420	W-966-1400-1420	3,000	3,210.11	3,120	3,945.81	3,526	4,567.54	3,526
Taxes	50-080-0831-1965-71425	W-966-1400-1425	86,325	85,245.46	87,803	85,733.45	88,305	86,266.67	88,855
Materials	50-080-0831-1965-71471	W-966-1400-1471	500	1,850.20	750	32.11	500	1,019.80	500
Contracted Works	50-080-0831-1965-71523	W-966-1500-1523	2,500	319.77	2,500	565.68	10,000	605.54	2,500
<i>Total Water Storage Facility</i>			114,919	122,248.80	122,199	112,145.48	130,357	109,443.35	124,106
Total Expenditures			2,561,716	2,682,899.95	2,594,261	2,600,804.64	2,681,685	2,734,385.10	2,749,279
TOTAL WATER FUND (Surplus)/Deficit			0	0.00	0	0.00	0	0.00	0
Subtotal				0.00		0.00			
Prior Year (Surplus)/Deficit									
Capital Expenses Transferred to Operating									
Adjusted Year End (Surplus)/Deficit				0.00	0.00	0.00	0		

2017 SEWER FUND BUDGET

			2014	Actual	2015	Actual to	2016	Actual to	2017
NEW G/L ACCOUNT			OPERATING FORECAST	December 31/14	OPERATING FORECAST	December 31/15	OPERATING FORECAST	December 31/16	OPERATING FORECAST
REVENUES									
Private Work Charges	40-080-0811-0330-40595	S-410-0330-0595		(203.90)				(5,000.00)	
ODRAP - Provincial Flood Exp Recovery	40-080-0811-0430-40409	S-410-0430-0409		(620,814.81)		(315,158.55)		(363,923.41)	
Private Work Charges	40-080-0811-0430-40595	S-410-0430-0595	(10,000)	(16,907.54)	(12,000)	(27,484.28)	(13,000)	(33,000.36)	(19,000)
New Connection Charges	40-080-0811-0430-40619	S-410-0430-0619	(10,000)	(3,727.89)	(7,500)	(20,213.15)	(8,500)	(3,498.08)	(8,500)
Penalty on Late Payments	40-080-0811-0430-40682	S-410-0430-0682	(7,000)	(6,521.73)	(7,000)	(7,778.32)	(7,000)	(12,616.19)	(7,000)
Sewer Service/Disposal	40-080-0811-0430-40760	S-410-0430-0760	(2,180,181)	(2,278,630.25)	(2,359,937)	(2,326,102.31)	(2,401,615)	(2,450,396.53)	(2,480,926)
Local Improvements		S-410-0490-0025	(1,735)	(1,735.34)					
Expense Recoveries	40-080-0812-0430-40589	S-413-0430-0589	(1,955)	(2,258.60)		170.68			
Total Revenues			(2,210,871)	(2,930,800.06)	(2,386,437)	(2,696,565.93)	(2,430,115)	(2,868,434.57)	(2,515,426)
EXPENDITURES									
Administration									
Distributed Salaries/Wages		S-410-1101-1110	45,938	38,130.46	48,700	39,592.43	48,361	41,589.30	
Distributed Benefits		S-410-1101-1111	14,107	11,281.54	17,060	11,530.47	18,573	12,177.13	
Hourly Full Time	40-080-0811-1101-60010								53,038
Overtime	40-080-0811-1101-60013								
Hourly Part Time	40-080-0811-1101-60020								
Employer CPP	40-080-0811-1101-60025								2,006
Employer EI	40-080-0811-1101-60030								824
Employer OMERS	40-080-0811-1101-60035								6,876
Employer EHT	40-080-0811-1101-60040								1,191
Employer Benefits	40-080-0811-1101-60050								6,126
Employer WSIB	40-080-0811-1101-60055								6,169
Allocated Admin	40-080-0811-1200-71221	S-410-1200-1221	149,200	149,200.00	152,184	152,184.00	155,228	155,228.00	157,555
Postage, Freight, Courier	40-080-0811-1200-71252	S-410-1200-1252	1,500	12,709.51	11,000	12,223.04	11,220	11,440.30	11,444
Legal	40-080-0811-1200-71253	S-410-1200-1253	10,000	18,674.11	10,000	32,982.59	10,000	27,729.62	10,000
Memberships	40-080-0811-1200-71260	S-410-1200-1260		386.14					
Writing Offs	40-080-0811-1210-74515	S-410-1210-4515		3.79					
Debt - Interest	40-080-0811-1300-71301	S-410-1300-1301	26,154	24,978.73	19,291	18,019.42	11,500	10,548.86	4,019
Debt - Principal	40-080-0811-1300-71311	S-410-1300-1311	96,549		103,444		110,827		84,617
Office Supplies	40-080-0811-1400-71410	S-410-1400-1410		240.45		1,538.90	750	921.35	750
Taxes	40-080-0811-1400-71425	S-410-1400-1425	3,746	4,048.66	4,170	4,410.77	4,543		4,910
Stores Charge	40-080-0811-1400-71433	S-410-1400-1433	8,700	8,700.00	8,700	8,700.00	8,700	8,831.06	8,700
Annual Software Support	40-080-0811-1500-71501	S-410-1500-1501		1,403.71	1,500		1,500		1,500
Computer Maintenance (H & S)	40-080-0811-1500-71502	S-410-1500-1502		1,040.02	1,100	2,526.68	1,100	2,619.79	6,672
GIS Material	40-080-0811-1500-71507	S-410-1500-1507	6,469	3,509.30	5,825	4,890.05	5,800	4,683.89	6,335
Contracted Works	40-080-0811-1500-71523	S-410-1500-1523	1,000		1,000	15,114.11	1,000		1,000
Conferences & Courses	40-080-0811-1500-71531	S-410-1500-1531	4,000	75.00	4,000	330.00	4,000	1,364.44	4,000
Insurance	40-080-0811-1500-71580	S-410-1500-1580	30,154	30,172.95	31,776	30,635.73	26,213	26,382.40	27,157

2017 SEWER FUND BUDGET

			2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
NEW G/L ACCOUNT	ACCOUNT #								
Insurance Deductible	40-080-0811-1500-71581	S-410-1500-1581	10,000	5,197.93	10,000	2,153.43	10,000	790.00	10,000
Advertising & Public Notices	40-080-0811-1500-71591	S-410-1500-1591	500		500		500		500
Contributions to Capital	40-080-0811-1510-75350	S-410-1510-5350	722,909	587,450.92	901,311	886,221.87	900,660	779,787.43	736,615
Contribution to Reserve Funds	40-080-0811-1620-75390	S-410-1620-5390	17,496	17,496.00					260,506
Contribution to Reserve Funds (Yr End)	40-080-0811-1620-75390	S-410-1620-5390		279,327.08		62,609.69		263,187.08	
Inventory Adjustments	40-080-0811-1700-72505	S-410-1700-2505		251.82		22.34		(517.51)	
			1,148,422	1,194,278.12	1,331,561	1,285,685.52	1,330,475	1,346,763.14	1,412,510
Sewer Mains									
Distributed Salaries/Wages		S-410-1411-1110	50,000	50,388.42	50,000	45,771.03	50,000	24,833.95	
Distributed Benefits		S-410-1411-1111	16,120	16,388.43	16,138	14,946.94	16,243	8,029.15	
Hourly Full Time	40-080-0811-1711-60010								48,220
Overtime	40-080-0811-1711-60013								4,000
Hourly Part Time	40-080-0811-1711-60020								1,780
Employer CPP	40-080-0811-1711-60025								2,404
Employer EI	40-080-0811-1711-60030								930
Employer OMERS	40-080-0811-1711-60035								4,470
Employer EHT	40-080-0811-1711-60040								970
Employer Benefits	40-080-0811-1711-60050								5,082
Employer WSIB	40-080-0811-1711-60055								1,515
Materials	40-080-0811-1711-71471	S-410-1411-1471	15,000	10,949.93	12,000	8,408.93	12,000	8,370.90	10,000
Contracted Service	40-080-0811-1711-71523	S-410-1411-1523	147,015	61,097.45	125,000	62,174.29	125,000	90,522.06	125,000
Equipment Rentals - Own	40-080-0811-1711-71540	S-410-1411-1540	36,000	31,765.72	36,000	45,156.89	36,000	24,800.79	36,000
			264,135	170,589.95	239,138	176,458.08	239,243	156,556.85	240,371
Service Connections									
Distributed Salaries/Wages		S-410-1412-1110	50,000	52,238.75	55,000	43,338.76	55,000	42,019.68	
Distributed Benefits		S-410-1412-1111	15,702	16,419.41	17,013	13,430.87	16,650	13,288.22	
Hourly Full Time	40-080-0811-1712-60010								47,626
Overtime	40-080-0811-1712-60013								4,500
Hourly Part Time	40-080-0811-1712-60020								2,185
Employer CPP	40-080-0811-1712-60025								2,185
Employer EI	40-080-0811-1712-60030								930
Employer OMERS	40-080-0811-1712-60035								4,462
Employer EHT	40-080-0811-1712-60040								970
Employer Benefits	40-080-0811-1712-60050								5,020
Employer WSIB	40-080-0811-1712-60055								1,515
Materials	40-080-0811-1712-71471	S-410-1412-1471	10,000	5,801.71	10,000	6,281.70	7,500	13,926.44	6,500
Contracted Services	40-080-0811-1712-71523	S-410-1412-1523	15,000	21,708.88	18,000	1,488.35	18,000	7,474.40	15,000
Equipment Rentals - Own	40-080-0811-1712-71540	S-410-1412-1540	15,000	13,107.10	15,000	12,186.71	15,000	11,129.08	15,000
			105,702	109,275.85	115,013	76,726.39	112,150	87,837.82	105,893

2017 SEWER FUND BUDGET

NEW G/L ACCOUNT		ACCOUNT #	2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
Manholes									
Distributed Salaries/Wages		S-410-1414-1110					0		
Distributed Benefits		S-410-1414-1111					0		
Salaries Full Time	40-080-0811-1714-60010								
Overtime	40-080-0811-1714-60013								
Hourly Full Time	40-080-0811-1714-60015								
Hourly Part Time	40-080-0811-1714-60020								
Employer CPP	40-080-0811-1714-60025								
Employer EI	40-080-0811-1714-60030								
Employer OMERS	40-080-0811-1714-60035								
Employer EHT	40-080-0811-1714-60040								
Employer Benefits	40-080-0811-1714-60050								
Employer WSIB	40-080-0811-1714-60055								
Equipment Rentals - Own	40-080-0811-1714-71540	S-410-1414-1540					0		
			0	0.00	0	00.00	0	00.00	0
Emergency Measures									
Distributed Salaries/Wages		S-410-1420-1110		90,506.94		36,130.67		736.70	
Distributed Benefits		S-410-1420-1111		21,228.25		9,861.37		243.10	
Salaries Full Time	40-080-0811-1720-60010								
Overtime	40-080-0811-1720-60013								
Hourly Full Time	40-080-0811-1720-60015								
Hourly Part Time	40-080-0811-1720-60020								
Employer CPP	40-080-0811-1720-60025								
Employer EI	40-080-0811-1720-60030								
Employer OMERS	40-080-0811-1720-60035								
Employer EHT	40-080-0811-1720-60040								
Employer Benefits	40-080-0811-1720-60050								
Employer WSIB	40-080-0811-1720-60055								
Materials	40-080-0811-1720-71471	S-410-1420-1471		421,399.79		23,191.14		299.17	
Contracted Services	40-080-0811-1720-71523	S-410-1420-1523		104,998.17		238,031.55		393,389.56	
Equipment Rentals - Own	40-080-0811-1720-71540	S-410-1420-1540		14,143.76		4,420.34		37.50	
				652,276.91		311,635.07		394,706.03	0
Sewage Treatment Plant									
Distributed Salaries/Wages		S-413-1101-1110	1,500	1,412.21	1,500	2,246.21	1,500	3,764.06	
Distributed Benefits		S-413-1101-1111	495	466.04	495	741.23	495	1,242.14	
Hourly Full Time	40-080-0812-1101-60010								2,500
Overtime	40-080-0812-1101-60013								
Hourly Part Time	40-080-0812-1101-60020								
Employer CPP	40-080-0812-1101-60025								109
Employer EI	40-080-0812-1101-60030								47
Employer OMERS	40-080-0812-1101-60035								214

2017 SEWER FUND BUDGET

			2014 OPERATING FORECAST	Actual December 31/14	2015 OPERATING FORECAST	Actual to December 31/15	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST
NEW G/L ACCOUNT	ACCOUNT #								
Employer EHT	40-080-0812-1101-60040								49
Employer Benefits	40-080-0812-1101-60050								264
Employer WSIB	40-080-0812-1101-60055								76
Equipment Rentals - Own	40-080-0812-1101-71540	S-413-1101-1540	500	323.93	500	1,004.65	500	1,089.12	500
Natural Gas	40-080-0812-1240-71416	S-413-1400-1416	22,000	20,695.13	22,600	19,279.64	22,600	19,567.60	22,600
Electrical Power	40-080-0812-1240-71420	S-413-1400-1420	116,560	140,527.00	112,077	157,477.87	157,034	175,819.26	157,034
Grit Landfill Tipping Fees	40-080-0812-1400-71424	S-413-1400-1424	1,500	1,694.00	1,700	1,166.00	2,568	1,116.00	2,568
Taxes	40-080-0812-1240-71425	S-413-1400-1425	36,997	36,533.77	37,630	36,742.91	37,845	41,738.78	38,081
Materials	40-080-0812-1400-71471	S-413-1400-1471	4,000	4,008.46	3,000	2,224.48	1,500	2,331.66	2,500
Contracted Works - AWA/OCWA	40-080-0812-1500-71523	S-413-1500-1523	509,060	502,169.83	521,223	521,733.63	524,205	525,074.81	530,110
			692,612	707,830.37	700,725	742,616.62	748,247	771,743.43	756,652
Total Expenditures			2,210,871	2,834,251.20	2,386,437	2,593,121.68	2,430,115	2,757,607.27	2,515,426
TOTAL SEWER FUND (Surplus)/Deficit			0	(96,548.86)	0	(103,444.25)	0.00	(110,827.30)	0
Sub-total			0	(96,548.86)	0	(103,444.25)	0		
Non-TCA Capital Expense									
Long Term Debt Principal Payments				96,548.86		103,444.25		110,827.30	
Opening (Surplus)/Deficit									
Adjusted Year End (Surplus)/Deficit				0.00		00.00		0.00	

2017 CAPITAL BUDGET

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	Long-Term Debt
GENERAL GOVERNMENT										
Asset Management Plan	FGT	155,250				155,250				0
Financial Software Additions	P	15,000					15,000			0
Folding/Inserter Machine Replacement (approx. 100,000/yr.)	P	18,000					18,000			0
Fiber Optic to Town Facilities	P	10,000					10,000			0
Computer Upgrades/Server/Switches	P	35,000					35,000			0
TOTAL GENERAL GOVERNMENT		233,250	0	0	0	155,250	78,000	0	0	0
PROTECTION										
Fire										
GIS Capital Upgrade	P	1,020					1,020			0
Fire Truck Replacement (2016 Carryover)	V/E	36,470					36,470			0
SCBA & Air Cylinders	P	3,900					3,900			0
Fire Hose Replacement	P	3,000					3,000			0
Portable Air Monitor	P	6,000					6,000			0
		50,390	0	0	0	0	50,390	0	0	0
Police Services Board										
1 - Mobile Speed Sign	P	5,830					5,830			0
TOTAL PROTECTION		56,220	0	0	0	0	56,220	0	0	0
TRANSPORTATION										
Public Works Buildings/General Misc.										
Stores / Coffee Room Renovations	B	40,000					40,000			0
Public Works Landscaping & Drainage Repairs	P	14,400					14,400			0
Public Works Small Equipment	V/E	8,000					8,000			0
Engineering GIS Capital Upgrade	P	1,530					1,530			0
		63,930	0	0	0	0	63,930	0	0	0
Large Equipment & Vehicles										
Replace 1989 Bobcat with Track c/w Bucket (Carryover)	V/E	90,500					90,500			0
Attachments for Track Bobcat Landscaping Rake & Stump Grinder	V/E	26,300					26,300			0
		116,800	0	0	0	0	116,800	0	0	0
Roads / Storm Sewers										
Nelson Street Reconstruction from Mosher Ave west to mid block		216,063		216,063						0
Second Street E. Reconstruction between Mowat Ave & Portage Ave	P	898,048		673,536			224,512			0
Oakwood Road - Surface Treatment Application	P	31,100			15,550		15,550			0
Frog Creek Road - Surface Treatment Application	P	44,750		22,375			22,375			0
										0
Connecting Link										
Colonization Rd East from Scott to North of 5th St - Final lift of Asphalt & Line Painting	FGT	462,311				383,724	78,587			0
Mill Road Overpass Design (2016 Hatch carryover)	P	17,372		15,635			1,737			0
		1,669,644	0	927,609	15,550	383,724	342,761	0	0	0
Sidewalks										
Nelson Street Reconstruction from Mosher Ave west to mid block		22,811				22,811				0

OCIF

2017 CAPITAL BUDGET

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	Long-Term Debt
Second Street E. Reconstruction between Mowat Ave & Portage Ave	FGT	92,859		69,644		23,215				0
Interlocking Bricks 200 Blocks of Scott Street (North & South sides)	FGT/P	330,750				235,000	95,750			0
Kings Hwy/McIrvine Sidewalk	P	30,000			15,000		15,000			
		476,420	0	69,644	15,000	281,026	110,750	0	0	0
Streetlight Pole Replacement & Traffic Lighting										
10 - Waterfront Walkway Poles	P	15,000					15,000			0
		15,000	0	0	0	0	15,000	0	0	0
TOTAL TRANSPORTATION		2,341,794	0	997,253	30,550	664,750	649,241	0	0	0
PARKS & CEMETERIES										
Parks										0
Small Equipment Replacement (Mowers & whipper snippers)	V/E	5,500					5,500			0
X730 Law Tractor c/w 60" mower deck (Trade in old X720 Tractor)	V/E	16,000			5,000		11,000			0
Replace 1988 V406 - 3/4 ton 2WD Crew Cab Truck with 6'6" Box	V/E	42,000					42,000			0
		63,500	0	0	5,000	0	58,500	0	0	0
Cemeteries										0
2 - John Deere X360 Lawn Tractors (Trade-in 2 x 360 lawnmowers)	C	17,000			6,000		11,000			0
		17,000	0	0	6,000	0	11,000	0	0	0
TOTAL PARKS & CEMETERIES		80,500	0	0	11,000	0	69,500	0	0	0
AIRPORT										
Sanitary Holding Tank installation	P	25,000					25,000			0
TOTAL AIRPORT		25,000	0	0	0	0	25,000	0	0	0
WASTE MANAGEMENT SYSTEM										
Landfill Site Expansion - 2017 RFP and 1st Phase Design activities	P	75,000					75,000			0
TOTAL WASTE MANAGEMENT SYSTEM		75,000	0	0	0	0	75,000	0	0	0
ENVIRONMENT										
Sanitary Sewer - Collection System										
Sanitary Sewer Tools & Equipment		12,000							12,000	0
GIS Capital Upgrades		1,530							1,530	
Refurbishing Sanitary Manholes		50,000							50,000	0
Design for Infrastructure Renewal Project for 2018 Construction Work		37,500							37,500	0
Nelson Street Reconstruction from Mosher Ave west to mid block		184,476							184,476	0
Second Street E. Reconstruction between Mowat Ave & Portage Ave		267,883		200,912					66,971	0
		553,389	0	200,912	0	0	0	0	352,477	0
Sewage Treatment Plant										
Misc. Capital Upgrades		120,000							120,000	0
Sludge Watering Upgrades		400,000		83,166				103,102	213,732	0
Honeywell Improvements at STP including Street lighting		50,406							50,406	0
		570,406	0	83,166	0	0	0	103,102	384,138	0
Water System										

OCIF

2017 CAPITAL BUDGET

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	Long-Term Debt
Water Distribution System										
Miscellaneous Tools/Equipment		12,000							12,000	0
GIS Capital Upgrades		3,055							3,055	0
Design for Infrastructure Renewal 2018 Construction Work		37,500							37,500	0
Replacing Main Line Water Valves/Hydrants (to be included in Nelson St Tender)		100,000							100,000	0
Nelson Street Reconstruction from Mosher Ave west to mid block		137,917							137,917	0
Second Street E. Reconstruction between Mowat Ave & Portage Ave		241,509		181,132					60,377	0
Replace 1995 Large Wheeled Hyundai Excavator		400,000							400,000	0
Mill Road Overpass Reconstruction		231,307							231,307	0
		1,163,288	0	181,132	0	0	0	0	982,156	0
Water Treatment Plant										
Misc. Small Capital Equipment		60,000							60,000	0
		60,000	0	0	0	0	0	0	60,000	0
TOTAL ENVIRONMENT		2,347,083	0	465,210	0	0	0	103,102	1,778,771	0
SOCIAL & FAMILY SERVICES										
Children's Complex										
Roof Replacement	DC	42,200					42,200			0
Vehicle Replacement -AWD (2016 Carryover)	VE	35,000					35,000			0
		77,200	0	0	0	0	77,200	0	0	0
Handi-van Transit Services										
Handivan Bus (2016 Carry Over)	MGT&V/E	86,100					86,100			0
Handivan Bus (PTIF Grant)	V/E	92,518	23,775	23,776			44,967			0
		178,618	23,775	23,776	0	0	131,067	0	0	0
TOTAL SOCIAL & FAMILY SERVICES		255,818	23,775	23,776	0	0	208,267	0	0	0
Memorial Sports Centre										
IFK Compressor Rebuild	P	40,000					40,000			0
52 Canadian Rink North Dehumidifier (Carryover)	VE	23,000					23,000			0
52 Canadian Brine Pump Filter (Maintenance)	VE	5,000					5,000			0
52 Canadian Ammonia Gas Detector	VE	3,000					3,000			0
52 Canadian Compressor Overhaul	VE	12,000					12,000			0
52 Canadian Water Line Loop Tie-in	P	50,000					50,000			0
52 Canadian Meeting Room Windows	B	3,000					3,000			0
Olympia Edger	V/E	5,245					5,245			0
Auditorium Bar Renovations	B	17,300					17,300			0
Ladies Sauna	B	7,800					7,800			0
		166,345	0	0	0	0	166,345	0	0	0
Recreation										
Tennis Courts (Carryover)	P	129,555		15,000	53,785		60,770			0
Fitness Equipment (annual)	V/E	10,000					10,000			0
Sunny Cove Upgrades (5-year Plan)	P	8,000					8,000			0
		147,555	0	15,000	53,785	0	78,770	0	0	0

2017 CAPITAL BUDGET

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES	Long-Term Debt
Museum										
Roof Replacement, Accessible Washroom, Front Entrance Ramp (Dependant on Canada 150 Grant & Federal Grant)		154,000	77,000	77,000						
TOTAL RECREATION & CULTURAL SERVICES		467,900	77,000	92,000	53,785	0	245,115	0	0	0
Library										
Computer Upgrades	L/TC	20,000					20,000			0
Maker Space Equipment	L/TC	10,000					10,000			0
Surveillance Upgrade	L/TC	5,000					5,000			0
		35,000	0	0	0	0	35,000	0	0	0
PLANNING & DEVELOPMENT										
By-Law										
Ticket Device for Issuing Parking Tickets	P	6,500					6,500			
Building/Planning										
GIS Capital	P	1,530					1,530			0
		8,030	0	0	0	0	8,030	0	0	0
Civic Centre										
Replace Front Walkway/Sidewalk	B	42,000			3,280		38,720			0
Main Entrances Remove and Replace Floor Tiles	B	53,500			16,050		37,450			0
Mag Locks & Access Control - Main Entry	B	10,000			3,000		7,000			0
		105,500	0	0	22,330	0	83,170	0	0	0
Old Rainy Lake Hotel Site Development - Market Square (2016 Carryover)	P	1,537,636	455,400	708,811	100,000		273,425			0
TOTAL PLANNING & DEVELOPMENT		1,651,166	455,400	708,811	122,330	0	364,625	0	0	0
		7,568,731	556,175	2,287,050	217,665	820,000	1,805,968	103,102	1,778,771	0

Corporate Building Reserve Fund
 Cemetery
 Children's Complex
 Federal Gas Tax
 Library/Technology Centre
 Handling MTO Gas tax Reserve Fund
 Corporate Projects Reserve Fund
 Waterworks & Sanitary Sewer Reserve Fund
 Corporate Vehicles & Equipment Reserve Fund

B
 C
 DC
 FGT
 L/TC
 MGT
 P
 W/S
 V/E

151,270
11,000
42,200
820,000
35,000
50,000
1,122,416
103,102
394,082
820,000
1,805,968
103,102
\$2,729,070

FFPC 7.81% Co
 FFPC 30% Cont
 FFPC 30% Cont

TOWN OF FORT FRANCES

BY-LAW NO. 31/17

(Being a By-Law to authorize the levy and collection of taxes
for all municipal purposes in the Town of Fort Frances for the
year 2017)

WHEREAS pursuant to Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, ("the Act") as amended, Council on June 12/17, passed By-Law No. 30/17 to adopt a budget including estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year, amounts required to be raised for sinking funds and amounts required for any board, commission or other body;

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

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

1. There shall be levied and collected upon the assessable lands and buildings, within the limits of the Town of Fort Frances, those rates more particularly set forth in Schedule "A" forming part of this By-Law in the manner set forth in the said Schedule "A".
2. The said taxes and all local assessments, and other rates payable as taxes for the year 2017 including school taxes at a rate determined by the Province (hereinafter collectively referred to as "municipal taxes") as set forth in Schedule "A" shall be payable into the office of the Treasurer of the Corporation in the manner as set out herein:

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

First Installment: July 31, 2017

Second Installment: August 31, 2017

3. THAT the Treasurer is hereby empowered to accept part payment from time to time on account of taxes due.
4. THAT all taxes which are in default on the day after the due date a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31, 2017.
5. On all taxes in default on January 1st, 2018, interest shall be added at the rate of 1.25 percent per month for each month the default continues.
6. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
7. The Tax Administrator shall mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.

Town of Fort Frances
By-Law No. 31/17
Page 2.

8. THAT taxes may be paid through the following facilities:
- Town of Fort Frances Civic Centre – 320 Portage Ave. Fort Frances, ON
 - Telebanking and Internet Services through any major financial institute
 - Preauthorized Payment Plan
 - Mail Service via Canada Post
 - Night Depository, Civic Centre – 320 Portage Ave., Fort Frances, ON
 - By cash, cheque, money order or interac service.

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

READ THREE TIMES and finally passed in open Council this 12th day of June 2017.

R. Avis, Mayor

E. Slomke, Clerk

2017 Tax Rates Summary

By-Law No. 31/17 - Schedule "A"

Using OPTA calculated rates on May 3, 2017 8:53AM EST.

	Residential	Multi- Residential	Commercial									Industrial			Large Industrial		Pipelines	Farm
	Occupied	Occupied	Occupied			Excess Land			Vacant Land			Occupied	Excess Land	Vacant Land	Occupied	Excess Land	Occupied	Occupied
			No Band	Low Band	High Band	No Band	Low Band	High Band	No Band	Low Band	High Band							
Tax Ratios	1.000000	2.649658	1.980000									2.836760			7.274917		2.606431	0.250000
Education- New Construction			0.01140000	0.01113172	0.01855286	0.00798000	0.00779220	0.01298700	0.00798000	0.00779220	0.01298700	0.01140000	0.00741000	0.00741000	0.01140000	0.00741000		
Fort Frances Town, 5912																		
Education	0.00179000	0.00179000	0.01140000	0.01113172	0.01855286	0.00798000	0.00779220	0.01298700	0.00798000	0.00779220	0.01298700	0.01140000	0.00741000	0.00741000	0.01140000	0.00741000	0.01140000	0.00044750
General	0.01686886	0.04469671	0.03340034	0.03265332	0.05442220	0.02338024	0.02285733	0.03809554	0.02338024	0.02285733	0.03809554	0.04785291	0.03110439	0.03110439	0.12271956	0.07976771	0.04396752	0.00421722
TOTAL TAX RATE	0.01865886	0.04648671	0.04480034	0.04378504	0.07297506	0.03136024	0.03064953	0.05108254	0.03136024	0.03064953	0.05108254	0.05925291	0.03851439	0.03851439	0.13411956	0.08717771	0.05536752	0.00466472

TOWN OF FORT FRANCES

2017 Tax Rates/Levy

By-Law No. 31/17 - Schedule "B"

Property	Class	2017 Assessment	2017 Municipal Tax Rates	2017 School Tax Rates	Total Tax Rate	MUNICIPAL TAXES	SCHOOL TAXES	TOTAL TAXES
General								
Farmland	FTEP	165,875	0.00421722	0.00044750	0.00466472	699.53	74.23	773.76
Residential	RTEP	337,798,297	0.01686886	0.00179000	0.01865886	5,698,272.18	604,658.95	6,302,931.13
No-support	RTEP	68,152	0.01686886	0.00179000	0.01865886	1,149.65	121.99	1,271.64
	RTES	67,931,624	0.01686886	0.00179000	0.01865886	1,145,929.05	121,597.61	1,267,526.66
	RTFP	682,250	0.01686886	0.00179000	0.01865886	11,508.78	1,221.23	12,730.01
	RTFS	1,590,267	0.01686886	0.00179000	0.01865886	26,825.99	2,846.58	29,672.57
	MTEP	12,481,291	0.04469671	0.00179000	0.04648671	557,872.64	22,341.51	580,214.16
Multi-Residential	MTES	698,903	0.04469671	0.00179000	0.04648671	31,238.66	1,251.04	32,489.70
	MTFP	56,306	0.04469671	0.00179000	0.04648671	2,516.69	100.79	2,617.48
	CT	56,752,411	0.03265332	0.01113172	0.04378504	1,853,154.64	631,751.95	2,484,906.59
Commercial - Low Band	High Band	2,384,159	0.05442220	0.01855286	0.07297506	129,751.18	44,232.97	173,984.15
	CM	79,750	0.03265332		0.03265332	2,604.10	0.00	2,604.10
	CH	417,625	0.03265332	0.01113172	0.04378504	13,636.84	4,648.88	18,285.73
	DT	199,918	0.03265332	0.01113172	0.04378504	6,527.99	2,225.43	8,753.42
	XT	882,550	0.03265332	0.01113172	0.04378504	28,818.19	9,824.30	38,642.49
New Construction	Excess Land - Low Band	CU	843,138	0.02285733	0.00779220	19,271.88	6,569.90	25,841.78
	High Band	CU	102,841	0.03809554	0.01298700	3,917.78	1,335.60	5,253.38
Vacant Land - Low Band	CX	1,899,250	0.02285733	0.00779220	0.03064953	43,411.78	14,799.34	58,211.12
	High Band	CX	0	0.03809554	0.01298700	0.00	0.00	0.00
Industrial	IT	1,598,364	0.04785291	0.01140000	0.05925291	76,486.37	18,221.35	94,707.72
HYDRO/FFPC	IH	406,950	0.04785291	0.01140000	0.05925291	19,473.74	4,639.23	24,112.97
Excess Land	IU	180,260	0.03110439	0.00741000	0.03851439	5,606.88	1,335.73	6,942.60
Vacant Land	IX	762,025	0.03110439	0.00741000	0.03851439	23,702.32	5,646.61	29,348.93
HYDRO - EXCESS LAND	IK	71,800	0.03110439	0.00741000	0.03851439	2,233.30	532.04	2,765.33
Large Industrial	LT	6,142,385	0.12271956	0.01140000	0.13411956	753,790.78	70,023.19	823,813.97
Pipeline	PT	2,891,000	0.04396752	0.01140000	0.05536752	127,110.10	32,957.40	160,067.50
Sub-total		497,087,391				10,585,511.06	1,602,957.82	12,188,468.88
Payment-In Lieu								
Residential	RPEP	5,767	0.01686886	0.00179000	0.01865886	97.28	10.32	107.61
	RPES	1,208	0.01686886	0.00179000	0.01865886	20.38	2.16	22.54
Commercial	CF	5,270,375	0.03265332	0.01113172	0.04378504	172,095.24	58,668.34	230,763.58
	CG	3,136,975	0.03265332		0.03265332	102,432.65	0.00	102,432.65
	CP	459,250	0.03265332	0.01113172	0.04378504	14,996.04	5,112.24	20,108.28
Sub-total		8,873,575				289,641.59	63,793.07	353,434.65
Exempt		62,964,185						
TOTALS		568,925,151				10,875,152.65	1,666,750.89	12,541,903.54

TOWN OF FORT FRANCES

BY-LAW NO. 32/17

(Being a by-law to authorize the execution of an agreement with Bay City Contractors (Thunder Bay) Inc. for 2017 Road Reconstruction, Watermain and Sewer Replacement awarded through the public tender process)

WHEREAS on May 23rd, 2017 Council awarded a contract (17-OF-07) to Bay City Contractors for the 2017 Road Reconstruction, Watermain and Sewer Replacement within the Town of Fort Frances;

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

- 1. That the award of a contract under Tender 17-OF-07, identified as Schedule “A” attached hereto in the form of an agreement forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 12th day of June 2017.

R. Avis, Mayor

E. Slomke, Clerk

Town of Fort Frances
2017 Road Reconstruction,
Watermain and Sewer Replacement
Tender No. 17-OF-07

FORM OF TENDER

Section 00300

Page 1 of 14

1. TENDER FOR THE CONSTRUCTION OF

**2017 Road Reconstruction, Watermain and Sewer Replacement
Tender No. 17-OF-07**

PHASE 1**NELSON STREET (From Mosher Ave 100m Westerly)****SECOND STREET E (From Mowat Ave to Portage Ave)****FIRE HYDRANT AND VALVE REPLACEMENTS (Various Locations)****INDIVIDUAL WATER AND SEWER SERVICE CONNECTIONS (Various Locations)****PHASE 2****~~THIRD STREET E (From Williams Ave to Colonization Rd East)~~**

1.1 TENDER PRICE

Tender By:

Bay City Contractors (Thunder Bay) Inc.
Contractor

1123 Russell Street, Thunder Bay, Ontario, P7B 5M6
Address

May 11, 2017
Date

hereinafter called the "Tenderer"

To: **The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9**

Hereinafter called the "Owner"

- 1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the Total Tender Price (including H.S.T.) of:

Two Million, Fifty-Nine Thousand, Eight Hundred and Twenty-Four and Ten
Dollars ----74/100 **Phase One Contract Price: (\$2,059,824.74)**

1.2 CONTINGENCIES AND ALLOWANCES

- 1.2.1 We agree that the Tender Price includes the contingency sum of **\$170,000.00** for Phase One and ~~\$180,000.00~~ for Phase Two, and that no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

1.3 QUANTITIES

- 1.3.1 The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

1.4 ADDITIONS AND DEDUCTIONS

- 1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

- 1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.4.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

- 1.4.3 The Tenderer agrees that it is not entitled to payment of the Contingency Allowance except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing.

1.5 ADDENDA

1.5.1 We agree that we have received Addenda ...1... to ...3... inclusive, and the tender price includes for the provisions set out in such Addenda.

1.6 CONTRACT TIME AND AWARD

1.6.1 We agree to commence the Work as specified and to proceed continuously to completion and to complete the Work as follows:

	Work Description	Commencement Date	Completion Date
Phase 1	Nelson St Second St E Hydrant & Valve Replacements Individual Water and Sewer Services	May 23 rd , 2017	September 23 rd , 2017
Phase 2	Third Street East	May 22 nd , 2018	August 31 st , 2018

1.6.2 The contractor may advance the above noted Commencement Dates in the same calendar years to suit scheduling and local weather conditions. There will be no changes to the completion date other than as noted in the general conditions.

1.6.3 The Tenderer is advised that the Town of Fort Frances intends to award and complete Phase Two works in 2018. The award of Phase Two is conditional upon the availability of funding at the total discretion of Town Council.

1.6.4 The Tenderer is advised that the final award of Phase One works may not include Second Street East.

1.6.5 The Tenderer is advised that it is the Town of Fort Frances intent to enter into two (2) separate construction contracts (Phase 1 2017 works and Phase 2 2018 works). Phase 2 contract shall not be awarded and executed until April 2018 and the award is conditional upon the availability of funding at the total discretion of Town Council.

1.7 TENDER ITEM REFERENCES AND DELETIONS

1.7.1 Where in the Form of Tender (Schedule of Tender Prices) under the column headed OPS Spec. No., a number is shown, such number shall be taken to mean and refer to the Ontario Provincial Standard Specifications (OPSS). When a section number is referenced refer to the applicable specification in this tender document.

- 1.7.2 Where in the Form of Tender under the column headed OPS Spec No., the initials "SP" appear, such initials shall be taken to mean and refer to the "Special Provisions".
- 1.7.3 For those Tender items noted with an asterisk * in the Schedule of Tender Prices are considered to be provisional items and the Owner may delete all or a portion of the item price to Contract award without affecting the remaining Contract prices, without penalty or recourse.
- 1.7.4 The Owner reserves the right to delete all or any portion of the work prior to Contract award and during the construction period without affecting the remaining Contract prices, without penalty or recourse.

1.8 SCHEDULE OF TENDER PRICES

- A. For those Tender Items identified by the notation (P) in the "Unit" column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
PHASE ONE 2017						
NELSON STREET (From Mosher Ave. 100m Westerly) - DWG A1-352276-P1						
Section A - Grading						
A.001	206, SP	Earth Excavation (Grading)	1,105	m ³ (P)	\$ 16.00	\$ 17,680.00
A.002	310, SP	Hot Mix HL4 Asphalt	205	t	\$ 247.00	\$ 50,635.00
A.003	314, SP	Granular 'A'	700	t	\$ 24.00	\$ 16,800.00
A.004	314, SP	Granular 'B' (Type 1)	1,825	t	\$ 18.00	\$ 32,850.00
A.005	510, SP	Removal of Asphalt Pavement (Full Depth)	1,004	m ² (P)	\$ 4.00	\$ 4,016.00
A.006	510, SP	Removal of Curb and Gutter	234	m(P)	\$ 10.00	\$ 2,340.00
A.007	353, SP	Curb and Gutter	263	m	\$ 110.00	\$ 28,930.00
A.008	510, SP	Removal of Concrete Sidewalk	77	m ²	\$ 20.00	\$ 1,540.00
A.009	510, 351, SP	Remove and Replace Concrete Driveway	35	m ²	\$ 122.00	\$ 4,270.00
A.010	351, SP	Concrete Sidewalk	77	m ²	\$ 105.00	\$ 8,085.00
A.011	351, SP	Concrete Driveway	126	m ²	\$ 105.00	\$ 13,230.00
A.012	Section 02930	100 mm Topsoil and Sod	530	m ²	\$ 16.25	\$ 8,612.50
A.013	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 8,000.00	\$ 8,000.00
A.014	710, SP	Pavement Markings - Stop Block	2	LS	\$ 440.00	\$ 880.00
A.015	SP	Tactile Strips (OPSD 310.039)	1	LS	\$ 1,826.00	\$ 1,826.00
Total Section A - Grading						\$ 199,694.50
NELSON STREET (From Mosher Ave. 100m Westerly) - DWG A1-352276-P1						
Section B - Storm Sewers						
B.001	510, SP	Remove Existing Catchbasins and Manholes	4	ea	\$ 1,000.00	\$ 4,000.00
B.002	510, SP	Remove Existing Catchbasin Leads	21	m	\$ 25.00	\$ 525.00
B.003	510, SP	Remove Existing 600 mm Storm Sewer	21	m	\$ 40.00	\$ 840.00
B.004	510, SP	Remove Existing 750 mm Storm Sewer	11	m	\$ 50.00	\$ 550.00
B.005	407, SP	CBMH#1	1	ea	\$ 8,500.00	\$ 8,500.00
B.006	407, SP	Catchbasins	5	ea	\$ 4,075.00	\$ 20,375.00
B.007	407, SP	STMH #1	1	ea	\$ 10,520.00	\$ 10,520.00
B.008	410	Catchbasin Leads 250 mm (PVC SDR 35)	53	m	\$ 220.00	\$ 11,660.00
B.009	410	600 mm Storm Sewer	21	m	\$ 821.00	\$ 17,241.00
B.010	410	750 mm Storm Sewer	11	m	\$ 825.00	\$ 9,075.00
B.011	SP	Connect to Existing Storm Sewer	2	ea	\$ 1,500.00	\$ 3,000.00
Total Section B - Storm Sewers						\$ 86,286.00

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
NELSON STREET (From Mosher Ave. 100m Westerly) - DWG A1-352276-P1						
Section C - Watermain						
C.001	510,441, SP	Remove and Replace Existing Watermain with New 150 mm PVC DR 18 Class 150 Watermain	129	m	\$ 437.00	\$ 56,373.00
C.002	441, SP	150 mm Water Valve and Box	3	ea	\$ 2,525.00	\$ 7,575.00
C.003	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops to Property Line	7	ea	\$ 2,700.00	\$ 18,900.00
C.004	441, SP	Reconnect existing 19mm Copper Water Service to new Watermain	5	ea	\$ 670.00	\$ 3,350.00
C.005	441, SP	19mm Copper Water Service to Lot 625	5	ea	\$ 2,500.00	\$ 12,500.00
C.006	441, SP	Temporary Water Service	1	LS	\$ 3,000.00	\$ 3,000.00
Total Section C - Watermain						\$ 101,698.00
NELSON STREET (From Mosher Ave. 100m Westerly) - DWG A1-352276-P1						
Section D - Sanitary						
D.001	510, SP	Remove Existing 225 mm, 300 mm, and 450mm Sanitary Sewer	132	m	\$ 30.00	\$ 3,960.00
D.002	510, SP	Remove Existing Sanitary Manhole	2	ea	\$ 1,000.00	\$ 2,000.00
D.003	410, SP	250 mm PVC SDR Sanitary Sewer	15	m	\$ 650.00	\$ 9,750.00
D.004	410, SP	300 mm PVC SDR Sanitary Sewer	15	m	\$ 676.00	\$ 10,140.00
D.005	410, SP	450 mm PVC SDR Sanitary Sewer	102	m	\$ 710.00	\$ 72,420.00
D.006	407, SP	Sanitary Manholes	2	ea	\$ 10,400.00	\$ 20,800.00
D.007	510	Remove Existing San Service and Cleanout to Lot 625	1	ea	\$ 1,500.00	\$ 1,500.00
D.008	410, SP	Remove and Replace Existing 150 mm Sanitary Services	8	ea	\$ 3,300.00	\$ 26,400.00
D.009	410, SP	Reconnect Existing 150mm Sanitary Service to New Sewer	3	ea	\$ 2,200.00	\$ 6,600.00
D.010	410, SP	Remove and Replace Existing Shared 150mm Sanitary Services	1	ea	\$ 6,905.00	\$ 6,905.00
D.011	410, SP	150mm Sanitary Services to Lot 625 (Main to Property)	5	ea	\$ 2,560.00	\$ 12,800.00
D.012	410, SP	Temporary Sewer Service	1	LS	\$ 6,600.00	\$ 6,600.00
D.013	409, SP	Closed Circuit Television Inspection of Sanitary Sewer Mainline	132	m	\$ 20.00	\$ 2,640.00
D.014	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	132	m	\$ 15.00	\$ 1,980.00
Total Section D - Sanitary						\$ 184,495.00
TOTAL NELSON STREET (From Mosher Ave. 100m Westerly)						\$ 572,173.50

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
SECOND STREET EAST (Mowat Av. To Portage Av.) - DWG-A1-352276-P2						
Section A - Grading						
A.001	206, SP	Earth Excavation (Grading)	1,615	m ³ (P)	\$ 16.00	\$ 25,840.00
A.002	310, SP	Hot Mix HL4 Asphalt Binder Course	310	t	\$ 247.00	\$ 76,570.00
A.003	310, SP	Hot Mix HL4 Asphalt Surface Course	325	t	\$ 242.00	\$ 78,650.00
A.004	314, SP	Granular 'A'	1,015	t	\$ 24.00	\$ 24,360.00
A.005	314, SP	Granular 'B' (Type 2)	3,270	t	\$ 27.00	\$ 88,290.00
A.006	510, SP	Removal of Asphalt Pavement (Full Depth)	2,002	m ² (P)	\$ 4.00	\$ 8,008.00
A.007	510, SP	Removal of Curb and Gutter	341	m (P)	\$ 10.00	\$ 3,410.00
A.008	510, SP	Removal of Concrete Sidewalk	308	m ² (P)	\$ 20.00	\$ 6,160.00
A.009	351, SP	Concrete Sidewalk	262	m ²	\$ 105.00	\$ 27,510.00
A.010	510,351, SP	Remove and Replace Concrete Driveways	36	m ²	\$ 122.00	\$ 4,392.00
A.011	351, SP	Concrete Driveway	77	m ²	\$ 105.00	\$ 8,085.00
A.012	353, SP	Concrete Curb and Gutter	336	m	\$ 110.00	\$ 36,960.00
A.013	Section 02930	100 mm Topsoil and Sod	505	m ²	\$ 16.25	\$ 8,206.25
A.014	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 10,000.00	\$ 10,000.00
A.015	SP	Boulevard Tree Removal	1	LS	\$ 7,150.00	\$ 7,150.00
A.016	710, SP	Pavement Markings - Solid Yellow Line	173	m	\$ 14.00	\$ 2,422.00
Total Section A - Grading						\$ 416,013.25
SECOND STREET EAST (Mowat Av. To Portage Av.) - DWG-A1-352276-P2						
Section B - Storm Sewers						
B.001	410, SP	250 mm PVC SDR 35 Catchbasin Leads	19	m	\$ 220.00	\$ 4,180.00
B.002	410, SP	450 mm Storm Sewer	79	m	\$ 650.00	\$ 51,350.00
B.003	407, SP	Storm Manhole #1 (OPSD 705.010)	1	ea	\$ 9,400.00	\$ 9,400.00
Total Section B - Storm Sewers						\$ 64,930.00
SECOND STREET EAST (Mowat Av. To Portage Av.) - DWG-A1-352276-P2						
Section C - Watermain						
C.001	510,441, SP	Remove and Replace Existing 150 mm Watermain with New 150 mm PVC DR 18 Class 150 Watermain	167	m	\$ 406.00	\$ 67,802.00
C.002	SP	50 mm Rigid Styrofoam Insulation	24	m ²	\$ 55.00	\$ 1,320.00
C.003	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops	14	ea	\$ 2,700.00	\$ 37,800.00
C.004	510, 441, SP	Remove and Replace 150mm Water Service and Valve Complete with Valve Box	2	ea	\$ 5,200.00	\$ 10,400.00
C.005	441, SP	Hydrant Set	1	ea	\$ 16,100.00	\$ 16,100.00
C.006	441, SP	Temporary Water Service	1	LS	\$ 4,000.00	\$ 4,000.00
Total Section C - Watermain						\$ 137,422.00

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
SECOND STREET EAST (Mowat Av. To Portage Av.) - DWG-A1-352276-P2						
Section D - Sanitary						
D.001	510, SP	Remove Existing 250 mm Sanitary Sewer	164	m (P)	\$ 30.00	\$ 4,920.00
D.002	510, SP	Remove Existing Sanitary Manholes	2	ea	\$ 1,000.00	\$ 2,000.00
D.003	410, SP	300 mm PVC SDR Sanitary Sewer	164	m	\$ 640.00	\$ 104,960.00
D.004	704, SP	Sanitary Manholes	2	ea	\$ 10,130.00	\$ 20,260.00
D.005	410, SP	Remove and Replace Existing 150 mm Sanitary Services	16	ea	\$ 2,300.00	\$ 36,800.00
D.006	410, SP	Temporary Sewer Service	1	LS	\$ 8,200.00	\$ 8,200.00
D.007	409, SP	Closed Circuit Television Inspection of 250 m Sanitary Sewer Mainline	164	m	\$ 20.00	\$ 3,280.00
D.008	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	164	m	\$ 15.00	\$ 2,460.00
Total Section D - Sanitary						\$ 182,880.00
TOTAL SECOND STREET EAST (Mowat Av. To Portage Av.)						\$ 801,245.25
OAKWOOD ROAD SANITARY AND WATER SERVICE CONNECTIONS - DWG-A1-352276-SK1						
Section A						
A.001	410, SP	Supply and Install 150 mm Sanitary Sewer Service SDR 28 from Main to Property Line *	1	LS	\$ 7,925.00	\$ 7,925.00
A.002	441, SP	Supply and Install 100 mm PVC Water Service C900 Class 150 from Main to Property Line Complete with 100mm Valve and Box on Property Line*	1	LS	\$ 14,110.00	\$ 14,110.00
Total Section A						\$ 22,035.00
TOTAL OAKWOOD ROAD SERVICING						\$ 22,035.00
SIXTH STREET WEST SANITARY AND WATER SERVICE CONNECTIONS - DWG-A1-352276-SK2						
Section A						
A.001	410, SP	Supply and Install 150 mm Sanitary Sewer Service SDR 28 from Main to Property Line *	1	LS	\$ 10,000.00	\$ 10,000.00
A.002	441, SP	Supply and Install 25 mm Copper Water Service Type K from Main to Property Line Complete with Curbstop on Property Line *	1	LS	\$ 10,600.00	\$ 10,600.00
Total Section A						\$ 20,600.00
TOTAL SIXTH STREET WEST SERVICING						\$ 20,600.00
MISCELLANEOUS WATERWORKS						
Section A - Hydrant Sets and Valve Replacements						
A.001	441, SP	Remove and Replace Hydrant Sets	3	ea	\$ 17,500.00	\$ 52,500.00
A.002	441, SP	Remove and Replace 150 mm Dia Valve and Box	1	ea	\$ 11,500.00	\$ 11,500.00
A.003	441, SP	Remove and Replace 300 mm Dia Valve and Box	2	ea	\$ 15,500.00	\$ 31,000.00
A.004	441, SP	Supply and Install 300 mm Hydrant Extensions (Provisional)	4	ea	\$ 1,200.00	\$ 4,800.00
Total Section A - Hydrant Sets and Valve Replacements						\$ 99,800.00
TOTAL MISCELLANEOUS WATERWORKS						\$ 99,800.00
GENERAL (PHASE ONE 2017)						
G.001		Bonds & Insurance	1	LS	\$ 45,000.00	\$ 45,000.00
G.002		Mobilization & Demobilization	1	LS	\$ 92,000.00	\$ 92,000.00
G.004		Contingency Allowance	1	LS	\$ 170,000.00	\$ 170,000.00
TOTAL GENERAL						\$ 307,000.00

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
SUMMARY OF TENDER PRICES						
PHASE ONE 2017						
NELSON STREET (From Mosher Ave. 100m Westerly)						
Section A - Grading						\$ 199,694.50
Section B - Storm Sewers						\$ 86,286.00
Section C - Watermain						\$ 101,698.00
Section D - Sanitary						\$ 184,495.00
TOTAL NELSON STREET						\$ 572,173.50
SECOND STREET EAST (Mowat Av. To Portage Av.)						
Section A - Grading						\$ 416,013.25
Section B - Storm Sewers						\$ 64,930.00
Section C - Watermain						\$ 137,422.00
Section D - Sanitary						\$ 182,880.00
TOTAL SECOND STREET EAST						\$ 801,245.25
OAKWOOD ROAD SANITARY AND WATER SERVICE CONNECTIONS						
Section A						\$ 22,035.00
TOTAL OAKWOOD ROAD SERVICING						\$ 22,035.00
SIXTH STREET WEST SANITARY AND WATER SERVICE CONNECTIONS						
Section A						\$ 20,600.00
TOTAL SIXTH STREET WEST SERVICING						\$ 20,600.00
MISCELLANEOUS WATERWORKS						
Section A - Hydrant Sets and Valve Replacements						\$ 99,800.00
TOTAL MISCELLANEOUS WATERWORKS						\$ 99,800.00
SECTION G - GENERAL (PHASE ONE 2017)						
						\$ 307,000.00
TOTAL GENERAL (PHASE ONE 2017)						\$ 307,000.00
SUB-TOTAL TENDER PRICE (PHASE ONE 2017)						\$ 1,822,853.75
13% HST						\$ 236,970.99
GRAND TOTAL TENDER PRICE (PHASE ONE 2017)						\$ 2,059,824.74

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
PHASE TWO 2018						
THIRD STREET EAST (Williams Av. to Colonization Rd East) – Drawing A1-352276-P5						
Section A – Grading						
A.001	206, SP	Earth Excavation (Grading)	2,365	m ² (P)	\$ 16.00	\$ 37,840.00
A.002	310, SP	Hot Mix HL4 Asphalt	405	t	\$ 247.00	\$ 100,035.00
A.003	314, SP	Granular 'A'	1,500	t	\$ 24.00	\$ 36,000.00
A.004	314, SP	Granular 'B' (Type I)	3,850	t	\$ 18.00	\$ 69,300.00
A.005	510, SP	Removal of Asphalt Pavement (Full Depth)	2,981	m ² (P)	\$ 4.00	\$ 11,924.00
A.006	510, SP	Removal of Curb and Gutter	529	m (P)	\$ 10.00	\$ 5,290.00
A.007	510, SP	Removal of Concrete Sidewalk	758	m ² (P)	\$ 20.00	\$ 15,160.00
A.008	351, SP	Concrete Sidewalk	410	m ²	\$ 105.00	\$ 43,050.00
A.009	510, SP	Remove Concrete Driveways	165	m ²	\$ 20.00	\$ 3,300.00
A.010	351, SP	Concrete Driveway	235	m ²	\$ 105.00	\$ 24,675.00
A.011	353, SP	Concrete Curb and Gutter	525	m	\$ 110.00	\$ 57,750.00
A.012	Section 02030	100 mm Topsoil and Sod	1,370	m ²	\$ 16.25	\$ 22,262.50
A.013	510, SP	Boulevard Works Stripping and Removal	1	LS	\$ 16,000.00	\$ 16,000.00
A.014	SP	Boulevard Tree Removal	1	LS	\$ 1,650.00	\$ 1,650.00
A.015	710, SP	Pavement Markings – Stop Block	2	ea	\$ 440.00	\$ 880.00
A.016	SP	Tactile Strips (OSPD 310.039)	1	LS	\$ 1,826.00	\$ 1,826.00
Total Section A – Grading						\$ 446,942.50
THIRD STREET EAST (Williams Av. to Colonization Rd East) – Drawing A1-352276-P5						
Section B – Storm Sewers						
B.001	510, SP	Remove Existing Catchbasins and Manholes	8	ea (P)	\$ 1,000.00	\$ 8,000.00
B.002	510, SP	Remove Existing Catchbasin Leads	58	m (P)	\$ 25.00	\$ 1,450.00
B.003	510, SP	Remove Existing 375 mm Storm Sewer	11	m	\$ 30.00	\$ 330.00
B.004	510, SP	Remove Existing 525 mm Storm Sewer	16	m	\$ 40.00	\$ 640.00
B.005	510, SP	Remove Existing 1200 mm Storm Sewer	16	m	\$ 80.00	\$ 1,280.00
B.006	510, SP	Remove Existing 1350 mm Storm Sewer	254	m	\$ 100.00	\$ 25,400.00
B.007	410, SP	250 mm Storm Sewer	99	m	\$ 245.00	\$ 24,255.00
B.008	410, SP	375 mm Storm Sewer	11	m	\$ 260.00	\$ 2,860.00
B.009	410, SP	525 mm Storm Sewer	16	m	\$ 315.00	\$ 5,040.00
B.010	410, SP	1200 mm Storm Sewer	16	m	\$ 1,264.00	\$ 20,224.00
B.011	410, SP	1350 mm Storm Sewer	254	m	\$ 1,600.00	\$ 406,400.00
B.012	410, SP	250 mm PVC SDR 35 Catchbasin Leads	34	m	\$ 220.00	\$ 7,480.00
B.013	407, SP	100 mm PVC SDR 28 Swale Inlet	94	m	\$ 200.00	\$ 18,800.00
B.014	407, SP	Storm Manholes (OSPD 705.010)	2	ea	\$ 18,800.00	\$ 37,600.00
B.015	407, SP	Catchbasin Manholes	2	ea	\$ 10,500.00	\$ 21,000.00
Total Section B – Storm Sewers						\$ 580,759.00

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
THIRD STREET EAST (Williams Av. to Colonization Rd East) – Drawing A1-352276-P5						
Section C – Watermain						
C.001	510,441, SP	Remove and Replace Existing 150 mm Watermain with New 150 mm PVC DR 18 Class 150 Watermain	7	m	\$ 536.00	\$ 3,752.00
C.002	510, 441, SP	Remove and Replace Existing 300 Watermain with New 300 mm PVC DR 18 Class 150 Watermain	270	m	\$ 521.00	\$ 140,670.00
C.003	441, SP	300 mm Water Valve and Box	1	ea	\$ 6,000.00	\$ 6,000.00
C.004	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops	30	ea	\$ 2,615.00	\$ 78,450.00
C.005	510, 441, SP	Remove and Replace Hydrant Set	1	ea	\$ 12,235.00	\$ 12,235.00
C.006	441, SP	Hydrant Set	1	ea	\$ 12,235.00	\$ 12,235.00
C.007	441, SP	Watermain Lowering As Per W-115	1	ea	\$ 14,300.00	\$ 14,300.00
C.008	441, SP	Temporary Water Service	1	LS	\$ 13,500.00	\$ 13,500.00
Total Section C – Watermain						\$ 281,142.00
THIRD STREET EAST (Williams Av. to Colonization Rd East) – Drawing A1-352276-P5						
Section D – Sanitary						
D.001	510, SP	Remove Existing 300 mm Sanitary Sewer	233	m (P)	\$ 30.00	\$ 6,990.00
D.002	510, SP	Remove Existing Sanitary Manholes	3	ea	\$ 1,000.00	\$ 3,000.00
D.003	410, SP	250 mm PVC SDR Sanitary Sewer	248	m	\$ 655.00	\$ 162,440.00
D.004	704, SP	Sanitary Manholes	3	ea	\$ 18,665.00	\$ 55,995.00
D.005	410, SP	Remove and Replace Existing 150 mm Sanitary Services	30	ea	\$ 2,300.00	\$ 69,000.00
D.006	410, SP	Temporary Sewer Service	1	LS	\$ 12,500.00	\$ 12,500.00
D.007	409, SP	Closed Circuit Television Inspection of 300 m Sanitary Sewer Mainline	248	m	\$ 20.00	\$ 4,960.00
D.008	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) ±	248	m	\$ 15.00	\$ 3,720.00
Total Section D – Sanitary						\$ 318,605.00
TOTAL THIRD STREET EAST (Williams Av. To Colonization Rd East)						\$ 1,627,448.50
GENERAL (PHASE TWO 2018)						
G.001		Bonds & Insurance	1	LS	\$ 35,000.00	\$ 35,000.00
G.002		Mobilization & Demobilization	1	LS	\$ 90,000.00	\$ 90,000.00
G.004		Contingency Allowance	1	LS	\$ 180,000.00	\$ 180,000.00
TOTAL GENERAL						\$ 305,000.00

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
<u>SUMMARY OF TENDER PRICES</u>						
<u>PHASE TWO 2018</u>						
<u>THIRD STREET EAST (Willaims Av. To Colonization Rd East)</u>						
Section A - Grading						\$ 446,942.50
Section B - Storm Sewers						\$ 580,759.00
Section C - Watermain						\$ 281,142.00
Section D - Sanitary						\$ 318,605.00
TOTAL THIRD STREET EAST						\$ 1,627,448.50
<u>SECTION G - GENERAL (PHASE TWO 2018)</u>						
TOTAL GENERAL (PHASE TWO 2018)						\$ 305,000.00
SUB-TOTAL TENDER PRICE (PHASE TWO 2018)						\$ 1,932,448.50
13% HST						\$ 251,218.30
TOTAL TENDER PRICE (PHASE TWO 2018)						\$ 2,183,666.80

NOT IN THIS CONTRACT

1.9 DECLARATIONS OF TENDERER

1.9.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.9.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.10 CONDITIONS OF TENDER

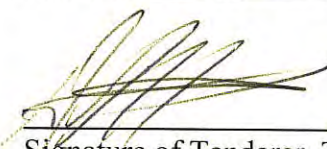
1.10.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.


1.11 DISCLAIMER

1.11.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.12 SIGNING OF TENDERS

Dated at THUNDER BAY this 30 day of MAY, 2017.


Signature of Tenderer, Title


Signature of Witness

Signature of Tenderer, Title

Signature of Witness

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

“I/We have authority to bind the Corporation.”

“If the tender is submitted by an individual or partnership, it is deemed to be given under seal.”

Town of Fort Frances
2017 Road Reconstruction,
Watermain and Sewer Replacement
Tender No. 17-OF-07

FORM OF TENDER

Section 00300

Page 14 of 14

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES

THIS _____ DAY OF _____ 2017.

Signature

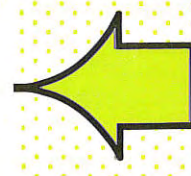
Name and Title

Signature

Witness

Name and Title

Name and Title



TOWN OF FORT FRANCES

BY-LAW NO. 33/17

(Being a by-law to approve a contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for funding for improvements to the Fort Frances Museum and Cultural Centre.)

WHEREAS on June 12, 2017, Council approved a report from J. Kabel, Manager of Community Services as recommended by the Community Services Executive Committee, to enter into a contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry under the newly created Canada 150 Community Infrastructure Program (CIP 150).

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

- 1. That the contribution agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 12th day of June 2017.

R. Avis, Mayor

E. Slomke, Clerk



Industry Canada

Industrie Canada

FedNor

FedNor

244 Lincoln Street
Thunder Bay, Ontario
P7B 5L2

244, rue Lincoln
Thunder Bay (Ontario)
P7B 5L2



Project number: 839-511318

Mrs. Sherry George
Museum Curator
Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario P9A 3P9

Dear: Mrs. George,

**Re: Contribution to Corporation of the Town of Fort Frances o/a Fort Frances
Museum & Culutral Centre**

I am pleased to advise that FedNor, under the Canada 150 Community Infrastructure Program (CIP 150), is prepared to offer a Contribution in the maximum amount of \$69,300 towards improvement of Fort Frances Museum.

Enclosed are two copies of the Contribution Agreement (Agreement) setting out the terms for our support. This Agreement is open for acceptance for 30 days from the date that appears on its face after which time it will become null and void. The date of acceptance will be the date the duplicate copy of the Agreement, unconditionally accepted and duly executed, is received by the Minister.

I would ask that you review the Agreement, sign both copies and return one to my attention in our Thunder Bay office to acknowledge your acceptance. For the mailing address, please refer to Section 16 of the attached Agreement. Please note that no advances/payments can be issued until we have received an executed copy of the Agreement.

Please make note of section 8.2 (e) of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval.

- 2 -

Mr. Mike Belliveau of our Thunder Bay office is available to answer any questions you may have and may be reached at 844-809-6405 or toll-free at 1-877-333-6673.

Yours truly,



Aime J. Dimatteo
Director General
FedNor



CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of **MAY 15 2017**

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** ("Her Majesty") hereby represented by the Minister of Industry (the "Minister").

AND: **The Corporation of the Town of Fort Frances o/a Fort Frances Museum & Cultural Centre** ("Recipient") a municipality under the laws of Ontario

WHEREAS in its 2015 Budget, the Government of Canada allocated \$150 million to the newly created Canada 150 Community Infrastructure Program ("CIP 150") to repair, rehabilitate and expand existing community infrastructure assets; and

WHEREAS the Minister has agreed to make a non-repayable contribution to the Recipient under the CIP 150 for the Project (as defined herein),

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Minister and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 funding in support of the Project (as defined herein).

2. Interpretation

- 2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

Aboriginal Government means a band council within the meaning of section 2 of the *Indian Act*, or a government authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement, given effect and declared valid by federal legislation.

Agreement means this agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

CIP 150 means the Canada 150 Community Infrastructure Program as described in the recitals hereto.

Contribution means the contribution to Eligible Supported Costs in the amount stipulated in Subsection 4.1.

Date of Acceptance means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

Eligible Costs means those costs incurred by the Recipient which, in the opinion of the Minister are reasonable and required to carry out the Project as more particularly described in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

Eligible Supported Costs means those Eligible Costs which are to be incurred between April 1, 2016 and the Program Expiry Date and that are designated for support under this Agreement as more particularly described in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

Event of Default means the events of default described in Subsection 12.1 hereof.

Final Report means the report described in Annex 3 – Reporting Requirements.

Fiscal Year means the Government of Canada's fiscal year beginning on April 1 of a year and ending on March 31 of the following year.

Minister means the Minister responsible for the Department of Industry or any one or more of his representatives.

Northern Ontario includes the following Census Divisions: Muskoka District municipality; Nipissing District; Parry Sound District; Manitoulin District; Sudbury District; Greater Sudbury Census Division; Timiskaming District; Cochrane District; Algoma District; Thunder Bay District; Rainy River District; and Kenora District.

Parties means the Minister and the Recipient and **Party** means any one of them.

Program Expiry Date means March 31, 2018.

Project means the Project described in Annex 1 – Statement of Work.

Project Completion Date means March 31, 2108

Project Start Date means March 1, 2017.

Stacking Limits means the maximum total funding toward the Project, from federal, provincial and municipal government sources, expressed as a percentage of Total Eligible Costs as shown in Annex 1 – Statement of Work.

Survival Period means the period of six (6) years following the period determined in Subsection 3.1 as the duration of the Agreement.

Total Eligible Costs means the total costs of the Project as set out in Annex 1 – Statement of Work and which are in compliance with the conditions set out in Annex 2 – Costing Guideline Memorandum.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

Annex 1 - Statement of Work

Annex 2 - Costing Guideline Memorandum

Annex 3 - Reporting Requirements

Annex 4 - Federal Visibility Requirements

3. Duration of Agreement

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
 - i) the Project Completion Date; or
 - ii) the Program Expiry Date; or
- (b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full, whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Survival Period.** Notwithstanding the provisions of Subsection 3.1 above, the rights and obligations described in the following sections shall survive and remain in full force and effect for the Survival Period:

Section 5 – Other Government Financial Support
 Subsection 6.6 – Overpayment or Non-Entitlement
 Subsections 7.3, 7.4, 7.5, 7.6 and 7.7 – Monitoring, Audit and Evaluation
 Subsection 8.1 (b) – Representations and Covenants
 Section 11 – Indemnification and Limitation of Liability
 Section 12 – Default and Remedies
 Section 13 – Project Assets
 Subsection 15.10 – Dispute Resolution

4. The Contribution

4.1 Subject to the terms and conditions of this Agreement, the Minister will make a non-repayable contribution to the Recipient in respect of the Project which shall not exceed 50% of the Total Eligible Costs and in an amount not exceeding the lesser of (a) and (b) as follows:

- (a) 45% of the Eligible Supported Costs of the Project incurred and paid by the Recipient as detailed in Annex 1 – Statement of Work; and
- (b) \$69,300

4.2 The payment of the Contribution per Fiscal Year is estimated at amounts as specified in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other fiscal years than those specified in Annex 1 – Statement of Work.

4.3 The Recipient acknowledges that, notwithstanding the Date of Acceptance of this Agreement, the Minister will not reimburse costs incurred by it prior to April 1, 2016 or later than the Program Expiry Date.

4.4 The Minister shall not contribute to any Eligible Supported Costs incurred by the Recipient which could cause the Contribution, noted in Subsection 4.1 herein to be exceeded.

- 4.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.
- 4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount until:
- (a) the Project is completed;
 - (b) the Recipient has satisfied all the conditions of this Agreement;
 - (c) the Final Report described in Subsection 6.4(a)(iii) has been submitted to the satisfaction of the Minister;
 - (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
 - (e) the Minister has approved the final claim described in Subsection 6.4.

5. Other Government Financial Support

- 5.1 The Recipient hereby confirms that for purposes of this Project, no other federal, provincial or municipal government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%).

6. Claims and Payments

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.
- 6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible Supported Costs incurred and paid, not less frequently than semi-annually or more frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:
- (a) an itemized summary by cost category of Eligible Supported Costs incurred and paid;

- (b) a progress report of the claim as it relates to Annex 1 – Statement of Work;
- (c) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and of all supporting information provided;
- (d) substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.

6.3 Advance Payments.

- (a) Where the Minister is satisfied, based on the risk assessment of the funding, and has determined that the Recipient's cash flow requirements justify the need for an advance of the Contribution, the Minister may, at his or her sole discretion, make an advance payment to the Recipient, subject to the following:
 - (i) The Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the period for which the advance payment has been requested along with any documentation that the Minister may reasonably request.
 - (ii) The Recipient shall account by way of a claim form, to the satisfaction of the Minister, for the use of any advances.
- (b) If the amount of the advance exceeds the amount of Eligible Supported Costs incurred during the period for which the advance payment was made, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

6.4 Final Claim Procedures.

- (a) In addition to the requirements set out in Subsection 6.2, the Recipient's final claim for any Eligible Supported Costs and/or the final reconciliation of any outstanding advances shall be accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - (i) a final statement of total Project Costs;
 - (ii) a statement of the total funding provided from all sources for the Project, including other government funding support received or requested;
 - (iii) a Final Report as described in Annex 3 – Reporting Requirements; and
 - (iv) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible Supported Costs submitted for payment.
- (b) The Recipient shall submit the final claim for reimbursement to the satisfaction of the Minister no later than three (3) months after the Project is completed.

- (c) The Minister shall have no obligation to pay any claims submitted after this date.

6.5 **Payment Procedures.**

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Supported Costs claimed have been paid.
- (d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.6 **Overpayment or Non-Entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to the Minister and shall be recovered as such from the Recipient. The Recipient shall repay the Minister within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, from the date of the notice until payment is received by the Minister.

6.7 If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue as a result of the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

7. **Monitoring, Audit and Evaluation**

7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, satisfactory in scope and detail, in order to allow the Minister to assess the outcome and costs of the Project.

7.2 Upon request of the Minister and at no cost to him or her, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.

7.3 The Recipient shall at its own expense:

- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project Costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project;
 - (c) supply promptly, on request, such other data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.4 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Project Costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Industry Canada officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.6 The Recipient agrees that the Minister, at his or her expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.7 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and

- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

8.1 The Recipient represents and warrants that

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) it has acquired, at its own expense, general liability insurance and property damage insurance, in an adequate amount consistent with the scope of the operations and the Project that a prudent person carrying out a project similar to the Project would maintain, and will maintain such for the duration of the Agreement and the Survival Period;
- (c) the signatory(ies) to this Agreement, on behalf of the Recipient, has(ve) been duly authorized to execute and deliver this Agreement;
- (d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order,

judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;

- (g) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (h) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and,
- (i) the description of the Project in Annex 1 – Statement of Work is complete and accurate.

8.2 The Recipient covenants and agrees that:

- (a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.
- (b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.
- (c) the Project is located in Northern Ontario.
- (d) it shall use the Contribution solely and exclusively to support the Eligible Supported Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum, it shall carry out the Project in a diligent and professional manner, using qualified personnel and it shall complete the Project on or before the Project Completion Date.
- (e) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.

9. Official Languages

The Recipient agrees that main signage related to the Project will be provided in both official languages.

10. Environmental and Other Requirements

- 10.1 The Recipient represents that any environmental issues or concerns relating to the Project which are known or ought to be known to the Recipient have been disclosed to the Minister, and the Recipient shall inform the Minister of any environmental issue or concern regarding the Project which arise during the term of this Agreement.

- 10.2 The Recipient agrees to comply with all federal, provincial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection.
- 10.3 The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon the Minister satisfying any obligation that he may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

11. Indemnification and Limitation of Liability

- 11.1 The Recipient shall at all times indemnify and save harmless the Minister, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be 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, or arising directly or indirectly from:
- (a) the Project, its operation, conduct or any other aspect thereof;
 - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
 - (c) the design, construction, operation, maintenance and repair of any part of the Project; or,
 - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of the Minister, in the performance of his or her duties.
- 11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.3 The Minister will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12. Default and Remedies

12.1 Event of Default. The Minister may declare that an Event of Default has occurred if:

- (a) the Recipient fails to proceed diligently with the Project, or abandons the Project in whole or in part, or the Project is not completed by the Project Completion Date;
- (b) the Recipient makes a materially false or misleading statement concerning support by the Minister in any internal and/or public communication, other than in good faith;
- (c) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
- (d) an order is made or the Recipient has passed a resolution for the winding up or liquidation of the Recipient, or the Recipient is dissolved;
- (e) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- (f) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Minister, in this Agreement or in its application for the Contribution; or
- (g) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement.

12.2 Notice and Rectification Period. Except in the case of default under Subsection 12.1 (d) (e) and (f), the Minister will not declare that an Event of Default has occurred unless he or she has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred.

12.3 Remedies. If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and

- (c) require the Recipient to repay forthwith to the Minister all or part of the Contribution, and that amount is a debt due to the Minister and may be recovered as such.

12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by the Minister in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

13. Project Assets

13.1 The Recipient shall retain title to, and ownership of any assets, including intellectual property, the cost of which has been contributed to by the Minister under this Agreement and, save as herein otherwise provided, shall not dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister, which consent may include conditions.

14. Miscellaneous

14.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

14.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;

- (c) it is and any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
 - (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.
- 14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.
- 15. General**
- 15.1 **Debt due to Canada.** Any amount owed to the Minister under this Agreement shall constitute a debt due and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 15.2 **Interest.** Debts due to the Minister will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by the Minister. Any such amount is a debt due to the Minister and is recoverable as such.
- 15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to the Minister under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 15.7 **Confidentiality.** Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives of Canada Act* and Annex 4 – Federal Visibility

Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.

- 15.8 **Waiver of Confidentiality.** Notwithstanding subsection 15.7, the Recipient waives any confidentiality rights to the extent such rights would impede the Minister from fulfilling his notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 15.9 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 15.10 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 15.11 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 15.12 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between the Minister and the Recipient, or between the Minister and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 15.13 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.14 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act* (Canada), to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 15.15 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents

and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.

- 15.16 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 15.17 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.18 **Notice of Termination.** The Minister will notify the Recipient with a minimum of 3 months advance notice of a termination or reduction in the amount of the Contribution for this Project in the event the CIP 150 Terms and Condition are terminated or amended.

16. Notice

- 16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

- 16.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada / FedNor
244 Lincoln Street
Thunder Bay, ON P7B 5L2

Attention: Canada 150 Community Infrastructure Program
or to such other address, as is designated by the Minister in writing.

- 16.3 Any notice or correspondence to the Recipient shall be addressed to:

Fort Frances Museum and Cultural Centre
320 Portage Avenue
Fort Frances, ON P9A 3P9

- 16.4 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such

change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

17. Special Conditions

17.1 As a condition precedent to initial disbursement:

- (a) the Recipient agrees to provide the Minister upon request, certified copies of the Recipient's constating documents, by-laws and / or the resolution authorizing the entering into of this Agreement; and
- (b) the Recipient agrees to provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

17.2 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.


18. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 839-511318

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
As represented by the Minister of Industry

Per: 
 Industry Canada / FedNor

Date: MAY 15 2017



The Corporation of the Town of Fort Frances o/a Fort Frances Museum and Cultural Centre

Per: _____

Date: _____

I have authority to bind the Recipient.

Per: _____

Date: _____

I have authority to bind the Recipient.

ANNEX 1**STATEMENT OF WORK**

Recipient: Fort Frances Museum and Cultural Centre
Project Title: Improvement of Fort Frances Museum Infrastructure
Project Location: 259 Scott Street, Fort Frances, ON P9A 1G8

PROJECT DESCRIPTION:

Improvements to Fort Frances Museum and Cultural Centre including: roof replacement and the creation of an accessible washroom and accessible front door ramp.

Project Start Date: March 1, 2017
Project Completion Date: March 31, 2018

INDUSTRY CANADA / FEDNOR CONTRIBUTION BY FISCAL YEAR

2016/2017	2017/2018	Total
\$0	\$69,300	\$69,300

PROJECT COSTS AND FINANCING

Project Costs		Financing		% of Total Eligible Costs
<u>Eligible Costs</u>		IC / FedNor	\$69,300	45%
- <i>Supported</i>	\$154,000	Other Federal (incl. Gas Tax Fund)	\$0	0%
- <i>Not Supported</i>	\$0	Provincial	\$77,000	50%
<u>Ineligible Costs</u>	\$0	Municipal	\$0	0%
		Recipient	\$7,700	5%
		Other (specify)	\$0	0%
Total \$154,000		Total \$154,000		100%

Summary of Stacking Limits

Total Eligible Costs	\$154,000
Total Government Contributions (Federal , Provincial and Municipal)	\$146,300
Stacking Limit – All Government Sources (%)	95%

Eligible Costs:	Supported	Not Supported	Total
Costs to rehabilitate or improve fixed capital assets	\$140,000	\$0	\$140,000
Fees paid to professionals, technical personnel, consultants and contractors	\$14,000	\$0	\$14,000
Costs of environment assessments	\$0	\$0	\$0
Costs of any public announcement and official ceremony	\$0	\$0	\$0
Other direct and necessary costs	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Eligible Costs	\$154,000	\$0	\$154,000
Ineligible Costs			\$0
Total Ineligible Costs			\$0
TOTAL PROJECT COSTS			\$154,000

Please Note:

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
- 2) Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- 3) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

Employees: \$ 0
Materials: \$ 0
Equipment: \$ 0

ADDITIONAL REQUIREMENTS:

N/A

ANNEX 2

COSTING GUIDELINE MEMORANDUM

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- (a) directly related to the intent of the Project,
 - (b) reasonable,
 - (c) appear in Annex 1 - Statement of Work,
 - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient, and
 - (e) constitute Eligible Costs as defined in Section 2.0 of this Annex.
- 1.2 Eligible Supported Costs submitted for reimbursement are identified in Annex 1 – Statement of Work, and must be net of any refund or eligible tax credits (including HST). In order to have the HST approved as an Eligible Supported Cost, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

2.0 Eligible Costs

Eligible Costs shall only include the following:

- (a) costs to rehabilitate or improve fixed capital assets of community infrastructure, including expansions;
- (b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the Project;
- (c) costs of environmental assessments, mitigation measures, monitoring, and follow-up programs as required by the *Canadian Environmental Assessment Act, 2012* or equivalent legislation;
- (d) costs of any public announcement and official ceremony, or of any temporary or permanent signage as further described in Subsection 2.2 below; and
- (e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister.

2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

- (a) the Recipient satisfies the Minister that it is not economically feasible to tender a contract;
- (b) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- (c) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

2.2 Communications

- (a) For the purposes of events, Eligible Costs include the following:
 - Printing and mailing invitations;
 - Light refreshments;
 - Project material for display and/or media kit;
 - Signage; and,
 - Rentals such as: flagpoles, stage, chairs, podium, PA system.
- (b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

3.0 Ineligible Costs

Costs related to the following items are ineligible costs:

- (a) services or works that, in the opinion of the Minister, are normally provided by the Recipient or a related party;
- (b) salaries and other employment benefits of any employees of the Recipient except as indicated in Subsection 2.1 above;
- (c) the Recipient's overhead costs, its direct or indirect operating or administrative costs, and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff;
- (d) cost of feasibility and planning studies;
- (e) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (f) any loan interest or other finance charges;

- (g) cost of land or any interest therein (including easements), and related costs;
- (h) legal fees;
- (i) cost of leasing of equipment by the recipient except for as indicated in Subsection 2.1 above;
- (j) temporary installations;
- (k) moveable equipment, including but not limited to motorized vehicles, furniture, computers and sports equipment;
- (l) the value of any goods and services which are received through donations or in kind;
- (m) costs for food and entertainment except as indicated in Subsection 2.2 above;
- (n) routine maintenance costs; and,
- (o) for the purposes of communications events, ineligible costs include the following: alcoholic beverages, china, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, gifts, and honorariums.

ANNEX 3

REPORTING REQUIREMENTS

- 1) **Progress Reports.** All approved recipients will be required to submit progress reports, based on the risk assessment of the funding, in a form prescribed by the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. The progress report should detail progress on the implementation of the Project, and an overall update on the Project status.
- 2) **Final Report.** In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report in a form prescribed by the Minister, which shall include a summary of Project activities completed; a summary of the Project objectives achieved; a summary of how the Project outcomes fostered regional / community-based partnerships; and a summary of how the Project outcomes contributed to modernizing existing community infrastructure facilities or assets.

ANNEX 4

FEDERAL VISIBILITY REQUIREMENTS

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister.
2. The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements – Canada 150 Community Infrastructure Program section of the FedNor website (fednor.gc.ca), located under Resources.
3. The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada) including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements – Canada 150 Community Infrastructure Program section of the FedNor website (fednor.gc.ca), located under Resources.
4. The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

TOWN OF FORT FRANCES

BY-LAW NO. 34/17

(Being a by-law to approve a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for funding for the replacement of water and sanitary sewer mains along Second Street East.)

WHEREAS on June 12, 2017, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee, to authorize the execution of a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure.

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

1. That the transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 12th day of June 2017.

R. Avis, Mayor

E. Slomke, Clerk

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the “**Agreement**”), made in duplicate, 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 Infrastructure

(the “**Province**”)

- and -

The Corporation of the Town of Fort Frances

(the “**Recipient**” or “**Ultimate Recipient**”)

BACKGROUND

The Government of Canada established the Clean Water and Wastewater Fund (the “CWWF”) in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients 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 CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule “C” (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF 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.

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of
The Corporation of the Town of Fort Frances and Ontario CWWF TPA

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Ontario, will be administering the Program on behalf of the Province.

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" - Program Funding Request
 - Sub-schedule "C.1" - Project Description, Budget and Timelines
 - Sub-schedule "C.2" - Sub-project Cost Breakdown
- 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" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into 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.6.2 (Amending Agreement for Minor Changes to

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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.

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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 Infrastructure

 Date

 Name:
 Title:

The Corporation of the Town of Fort Frances

 Date

 Name:
 Title:
 e.g., Mayor or Regional Chair, or delegate]
 I have authority to bind the Recipient.

 Date

 Name:
 Title:
 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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (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 Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (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

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Project, or both.

“Bilateral Agreement” means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

“Budget” means the budget described in Schedule “C” (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.

“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.

“CWWF” means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

“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 (Events of Default).

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“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.2.0 (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, appointees and employees or any agents and their respective officers 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.3.0 (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 CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

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“Progress Report” means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Schedule “C” (Program Funding Request).

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

“Project Incrementality” means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

“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” (Project Description, Budget and Timelines).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

“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 provided in Schedule “C” (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

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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:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) 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;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) 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

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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 75% 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 until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
 - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (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

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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, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

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 CWWF funds 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

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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;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding, towards the Project exceeds 25% 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
- (d) 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

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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 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 including:
 - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
 - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (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:

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- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (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:

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- (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 signing officer.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:
 - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles;
 - (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

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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 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

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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 **Access to Information Act.** 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 Canada.** The Recipient acknowledges that the Province may:

- (a) 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) share any information it receives from the Recipient pursuant to the agreement with Canada.

A.9.5 **Open Data.** The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

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, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with 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 Recipient, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

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- 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 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, CWWF 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

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- (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;

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- (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 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

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

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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), 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.

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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,

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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.

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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

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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 following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (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), and A.7.9 (Calculations), Article 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) and 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), 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

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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 Assessments) 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 DISPUTE RESOLUTION

- A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.
- A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.
- A.32.4 **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.32.5 **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.33.0 SPECIAL CONDITIONS

- A.33.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

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- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming municipal signing officers 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);
 - (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; and
 - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (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:
 - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
 - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (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

Maximum Funds	\$ 957, 759.00
Expiry Date	March 31, 2021
Contact information for the purposes of Notice to the Province	<p>Clean Water and Wastewater Fund</p> <p>Address: Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2</p> <p>Phone: 647-287-7897</p> <p>Fax: 416-325-7871</p> <p>Email: Luke.Hillan@ontario.ca Cc : CWWF@infrastructureontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p>

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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.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position: Manager, Inter-governmental Policy Branch
Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)	Position:
Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement	Name: Position: Address: Phone: Fax: Email:

SCHEDULE “C” PROGRAM FUNDING REQUEST

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” (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule “C.2” (Sub-project Cost Breakdown).

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”
PROJECT DESCRIPTION, BUDGET AND TIMELINES

[INSERT APPROVED NOMINATION LIST WITH COLUMNS BELOW]

Unique Project ID	Project Location	Project Title	Project Description	Forecast ed Start Date	Forecaste d End Date	Total Eligible Cost	Program Contributio n (Eligible Expenditur es)	Other Federal Contribu tions (Eligible Expendi tures)	Provincial Contribution (Eligible Expenditure s)	Municipal Contributio n (Eligible Expenditur es)	Other Contribu tion (Eligible Expendi tures)
FF-001	Fort Frances, Town of	Replacement of water main, sanitary sewer mains and associated service lines along 2nd Street East from Mowat Avenue to Portage Avenue	Total reconstruction of the roadway where the water main, sanitary sewer main and storm sewer infrastructure are removed and replaced. The existing 179 meters of 6 inch diameter casted iron water main originally installed in 1903 will be replaced with a new C900 class 150 6 inch diameter Polyvinyl Chloride (PVC) water main. The 169 meters clay tile 9.5 inch diameter sanitary sewer main c/w all infrastructure will	October 25, 2016	October 31, 2017	\$1,474,350.04	\$638,506.00		\$319,253.00	\$516,591.04	\$0.00

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			be replaced with new SDR 28 10 inch diameter PVC sanitary sewer. Also the existing 16- 3/4 inch water service lines and the 6 inch sanitary sewer service lines will be removed and replaced. New storm sewer infrastructure will be installed to the midblock of 2nd Street. In order to install these new water mains , sanitary sewer mains and storm sewer mains, and the existing surface infrastructure (asphalt driving surface, curb & gutter and sidewalks) must be removed and replaced.								
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SUB-SCHEDULE "C.2"
SUB-PROJECT COST BREAKDOWN

Name of Recipient:		Fort Frances, Town of			
Unique Project ID:		FF-001			
Project Title:		Replacement of water main, sanitary sewer mains and associated service lines along 2nd Street East from Mowat Avenue to Portage Avenue			
Project Timeline:		Start Date:	October 25, 2016		
		Completion Date:	October 31, 2017		
	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
A	LAND				
1	Land Purchase	-		-	
B	CONSTRUCTION				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
C	FF&E				
1	Loose Furniture & Equipment	-		-	
D	CONSULTANTS/ PROFESSIONAL				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
E	ADMIN				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
F	Sub Total	-	-	-	
G	Non Rebated HST on Eligible Costs¹	-	-		
H	Rebated HST on Eligible Costs plus HST on Ineligible Costs¹	-		-	
I	PROJECT TOTAL (F+G+H)	-	-	-	

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**SCHEDULE “D”
REPORTING****D.1.0 REPORTING**

- D.1.1 Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule “J” (Request for Payment and Payment Procedures).
- D.1.2 Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

- D.2.1 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. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project/project” in the template below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

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

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

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

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

D.2.2 Additional Information for Progress Reports and Final Progress Reports. In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

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- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

D.3.0 OUTCOMES PROGRESS REPORTS

D.3.1 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. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

(a) Baseline Data (2015) Template

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to “Project/project” in the table below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

Outcome	CWWF Performance Indicator
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

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	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

D.4.0 ABORIGINAL CONSULTATION RECORD

D.4.1 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.5.0 RISK ASSESSMENT

- D.5.1 **Further Details on Risk Assessment.** Upon the Province 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 Report.

D.6.0 CHANGES TO SCHEDULE “D” (REPORTING)

- D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (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.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the 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:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
 - a. Environmental assessment costs
 - b. Engineering costs, including tendering and contract administration
 - i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.

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- ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
 - c. Project management costs
 - d. Material costs
 - e. Construction costs
 - f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
- iii. Cost incurred between April 1, 2016 and March 31, 2018;
- iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
- v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

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:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;
- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project; and

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ix. Costs of completing the CWWF submission.

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) 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 and are beyond the scope of section E.2.3(v);
- (e) 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;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) 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) 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 CWWF, 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, CWWF 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 and Canada.

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- 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 and the Province'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 15 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 CWWF 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

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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 to a Project or the CWWF.

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 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- 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 and the Province's contribution and be approved by Canada and the Province.
- 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 the federal and provincial CWWF 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.

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- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF 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 **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 and the Province'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 **Repayment.** Subject to section H.2.2 (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 (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.1 (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.2.1 (Repayment) and with the Province’s prior written consent, reinvest the proceeds from the disposal into the replacement asset.

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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 Communities 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

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- 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.1.2 **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 a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. 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;
- (b) 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 senior official of the Recipient;
- (c) 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 senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

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the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) 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;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

J.3.2 Submission of Documents and Reports. The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund
 Infrastructure Ontario
 1 Dundas Street West, Suite 2000
 Toronto, Ontario M5G 1L5
 Fax: 416-392-1906
 Email: CWWF@infrastructureontario.ca

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to 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 March 31st, 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 31st, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

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Final Progress Report and final 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 remaining 10% of the Province's contribution (the "Holdback") will be paid 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**

**CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)
TRANSFER PAYMENT AGREEMENT**

REQUEST FOR PAYMENT FORM

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1- 416-392-1906

PROJECT INFORMATION:

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

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SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT

CLEAN WATER AND WASTEWATER (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO:	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

PROJECT INFORMATION:

Recipient Name:	_____
Unique ID#:	_____
Project Claim #:	_____
Project Claim Amount:	_____
Period Covered by Claim:	_____

I, [insert Name], the treasurer of **[insert Recipient Name]**, hereby request that OILC make a disbursement to the **[insert Recipient Name]** in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- 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.33.1 (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 costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;

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- 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. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

Recipient Financial Delegated Authority

FROM:

Address:

Attention:

Email:

Tel. No.

Fax. No.

 Signature

Date

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SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION
CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

FROM:

[insert address of the Recipient's authorized representative]

Attention: **[insert 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:

Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

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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.33.1 (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 costs 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" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

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- 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. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
- 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 substantially 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:

 Witness Name:

Title:

Title:

I have authority to bind the Recipient

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SUB-SCHEDULE “J.4”
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER
CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO:

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

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: **Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]**

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, 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

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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 Sub-project **[insert the Sub-project unique ID and title]**:
 - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work;
 - d. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
 - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
 - f. conforms with Schedule “C” (Program Funding Request) 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. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at _____ (municipality/LSB/First Nations), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

 Name:

 Witness Name:

Title:

Title:

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SCHEDULE “K”
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)
ATTESTATION FORM

[insert the name of the authorized senior official of the Recipient]

[insert the name of the Recipient]

[insert the address of the Recipient]

I, **[insert name]**, 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.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: _____ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: _____.

Dated, this **[insert date]**.

 Signature

[insert name]

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TOWN OF FORT FRANCES

BY-LAW NO. 35/17

(Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs for funding for completion of final phase to become an Age Friendly Community.)

WHEREAS on June 12, 2017, Council approved a report from J. Kabel, Manager of Community Services, which recommends that the Town of Fort Frances enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs under the Seniors Community Grant Program to complete the fourth and final phase of the process outlined by the World Health Organization to become an Age Friendly Community.

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

1. That the contribution agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 12th day of June 2017.

R. Avis, Mayor

E. Slomke, Clerk

THE AGREEMENT effective as of the 15th day of June, 2017.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by The Minister Responsible for Seniors
Affairs

(the “Province”)

- and -

Corporation of the Town of Fort Frances

(the “Recipient”)

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

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

ARTICLE 1
INTERPRETATION AND DEFINITIONS

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 the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

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

“Agreement” means this agreement entered into between the Province and the

Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 26.

"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.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means **\$7,200.00**.

"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, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "A".

"Reports" means the reports described in Schedule "D".

"Timelines" means the Project schedule set out in Schedule "A".

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 **General.** The Recipient represents, warrants and covenants that:
- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
 - (c) 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 shall continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision-making mechanisms;
 - (d) procedures to provide for the prudent and effective management of the Funds;
 - (e) procedures to enable the successful completion of the Project;
 - (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **March 31, 2018** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”; 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.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
 - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
 - (c) 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 provided by the Recipient pursuant to section 7.1; and
 - (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for 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 the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 13.1.
- 4.3 **Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
 - (b) use the Funds only for the purpose of carrying out the Project; and
 - (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **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, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5

ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:
- (a) it shall do so through a process that promotes the best value for money; and
 - (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:

- (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
- (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

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

6.2 **Conflict of Interest Includes.** For the purposes of this Article, 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 and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either 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.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, 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 signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

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

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

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

7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

8.1 Publicity Restrictions: As per Schedule 'E' of this agreement, the Recipient will not make any public announcement, news release, advertising or other form of publicity regarding the Funds until notice of the publicity has been received by the Province.

- 8.2 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.
- 8.3 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 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.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, 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 two million dollars (\$2,000,000) per occurrence. The policy shall 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, termination or material change.

- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (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/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (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/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b)..

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

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) 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:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (d) the Recipient ceases to operate; and
 - (e) an event of Force Majeure that continues for a period of 60 days or more.
- 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/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 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 sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

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

ARTICLE 16 FUNDS UPON EXPIRY

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

ARTICLE 17 REPAYMENT

- 17.1 **Debt Due.** If:

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

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **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.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Seniors Affairs
777 Bay St., 6th fl.
Toronto ON M7A 2J4

Attention: Megan Gariepy,
Implementation Consultant

Fax: 416-326-7078

Email:

seniorscommunitygrant@ontario.ca

To the Recipient:

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

Attention: Jason Kabel, Manager
of Community Services

Email: jkabel@fortfrances.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

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

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

ARTICLE 19 CONSENT BY PROVINCE

19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 WAIVER

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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors,

administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

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

ARTICLE 25 FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient shall 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.

ARTICLE 26 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 26.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 26.1.
- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to:

- (i) take into account at the time of the execution of the Agreement;
and
- (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule “A” - Project Description and Timelines;
- (b) Schedule “B” - Budget;
- (c) Schedule “C” - Payment; and
- (d) Schedule “D” - Reports.
- (e) Schedule “E” - Grant Recipient Communications Protocol

ARTICLE 29 COUNTERPARTS

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30 JOINT AND SEVERAL LIABILITY

- 30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31 RIGHTS AND REMEDIES CUMULATIVE

- 31.1 **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.

ARTICLE 32 BPSAA

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 33 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
 - (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.

ARTICLE 34 ENTIRE AGREEMENT

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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 Responsible for Seniors
Affairs**

Name: Kathleen Henschel
Title: Director
Ministry of Seniors Affairs

Date

Corporation of the Town of Fort Frances

Name: Roy Avis
Title: Mayor

Date

Name: Lisa Slomke
Title: Town Clerk

Date

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

Fort Frances is a town in the, Rainy River District in Northwestern Ontario. Through an initiative in their strategic plan the Town of Fort Frances confirmed their desire for Fort Frances to become an Age Friendly Community. Fort Frances is a municipality of approximately 8,000 people with about one third of these being older adults and this demographic increasing in number.

Project Objective

The Age Friendly project will build on the previous accomplishments achieved through two previous grants. This project will complete the process to become an Age Friendly Community by implementing and evaluating the action plan created by the Age Friendly Committee over the 2016-17 time span. This is the fourth and final phase of the process outlined by the World Health Organization to become an Age Friendly Community. The Age Friendly Committee has many seniors working to improve living conditions for older adults in the Fort Frances community.

The Community Services Manager for this project has an administrative function at the Sister Kennedy Centre which services all of the seniors in the Rainy River District and will strive with the members of the Age Friendly Committee to improve conditions for older adults. Other organizations who are involved with the initiative beyond the Town of Fort Frances and Sister Kennedy Senior Centre are Northwestern Health Unit, Riverside Health Care Facilities, Rainy River district Safe Communities and Rainy River Future Development

Scope of Project

The action plan over the next year:

- a) Share the March 2017 action plan with the community and older adults specifically;
- b) Examine current structures and systems and make appropriate changes to facilitate implementation of the plan;
- c) Create a systematic review process that monitors progress and maintains focus on goals and objectives;
- d) Maintain existing partnerships supporting the work of the committee and create new partnerships where possible.

This project will build upon past work to benefit the entire community as Fort Frances achieves Age Friendly Community status and creates practices that will assist our older adults to live with dignity in the community in which they have spent their life to date. This project will impact and benefit approximately 3,200 older adults.

Timelines

June 23, 2017 to March 31, 2018

SCHEDULE “B”**BUDGET**

4. Project Costs and Grant Request	
Budget	Anticipated Costs \$
Consultant	\$4,000.00
Marketing (Brochure printing and delivery)	\$2,500.00
Meeting expenses (Lunch provided to and room rental)	\$1,400.00
Staff Hours	\$600.00
Administration (Part-time staff member)	\$500.00
Add item (+)	Total Project Costs - cannot exceed \$10,000
	\$9,000.00
Less Contributions (Stream 2 only):	
Note: The total amount requested should represent no more than 80% of total project cost. You are required to have 20% of project costs provided through cash and/or in-kind contributions.	
Cash Contribution	
In-kind Contributions	\$1,800.00
Other Contributions (specify below) ▼	
Add Contribution (+)	
Funding Requested (Total Project Costs – Contributions, if applicable)	\$7,200.00

SCHEDULE "C"**PAYMENT**

PAYMENT DATE OR MILESTONE	AMOUNT
Initial Project Payment	\$5,760.00
Payment upon receipt of a satisfactory Project Final Report	\$1,440.00

SCHEDULE “D”**REPORTING****Seniors Community Grant Program****2017-18 Final Report**

Purpose:

The Ministry of Seniors Affairs has provided you with funding through the Seniors Community Grant Program, and wants to know how your organization has carried out the funded project. This is to ensure that provincial funding is spent in a responsible manner, and to better understand how your organization experienced success, challenges and benefits in carrying out the funded project.

Please refer back to your original Seniors' Community Grant Program application to ensure that you provide status information on all of the components of what you set out to do.

Your completed Final Report must be returned within 30 days of the completion of your project.

The report can be emailed or sent by mail. Please submit your final report to:

**Ministry of Seniors Affairs
777 Bay St. Suite 601C
Toronto ON
M7A 2J4**

Email: seniorscommunitygrant@ontario.ca

Phone: 1-866-724-2017

Fax: 1-416-326-7078

If you have any questions, please contact the MSA at the email address or phone number above.

CONTACT INFORMATION

Organization Name:

Project Name:

Contact Person Name:	Phone number:	Email:
1.		
2.		

PROJECT INFORMATION

If completing by hand, you may write on another page and attach to this template. Information provided in this activity section should not exceed 3 pages.

1. Please describe briefly your project. If the project consisted of multiple activities, please summarize all.

2. When did the project take place? (Include both start and completion date and dates on which all included activities occurred.)

3. Was the project carried out as anticipated?

If not, why not?

4. How many seniors were directly involved in carrying out the funded project and its activities? This includes project organizers and volunteers.

5. How many seniors participated in the funded project and its activities (e.g. took part in or experienced the activities)?

6. With the Ministry's grant funding, did you produce any products or publications that were funded by this grant? If yes, please list them here and include a copy or example with your final report.

7. Now that the project is complete, is there anything that you would have done differently?

FINANCIAL INFORMATION:

1. Financial Reconciliation Statement

Please provide a financial reconciliation statement which accounts for all project revenue and expenditures. This statement must identify all initial proposed expenses included in your contract, and actual expenditures. Please refer to Schedule A of the Grant Contract Agreement.

Please submit a copy of all receipts for expenses associated with the project. The receipt should list the item or service purchased and the price paid for each item or service.

Handwritten notes or attendance lists are not acceptable as receipts.

You are required to keep all original receipts associated with project expenditures for 7 years, in case the Government of Ontario requires an audit of program expenditures.

If your organization had administrative expenses directly related to carrying out the project, we will accept a letter on your organization's letterhead that specifies these expenses that is signed by someone with signing authority for your organization's expenses.

In your grant proposal, you provided an estimate of costs for the Project. Provide a reconciliation statement that indicates both the estimated costs as you set them out in the grant proposal, alongside the actual costs.

Here is a sample financial reconciliation statement:

ITEM	APPROVED COSTS	ACTUAL COSTS
Staff hours	\$ 500	\$650
Consultant to do Website updating	\$ 700	\$650
Project consultant work	\$ 5,000	\$5,000
Marketing – flyers, local newspaper	\$ 600	\$500
Space rental	\$ 2,300	\$2,200
Refreshments for up to 50 people	\$ 250	\$350
Transportation	\$ 50	\$50
Equipment rental – projector	\$ 100	\$100
Administration	\$ 500	\$500
Total Project Costs	\$ 10,000	\$10,000
Less:		
Cash Contribution	\$ 1,000	\$1,000
In-kind contribution	\$ 1,000	\$1,000
Other contributions	\$ 0	\$0
Total Grant Amount Requested	\$ 8,000	\$8,000

2. Unspent Funds

Did you spend your grant to the full amount? YES NO

If not, you are required to return unspent funds to the Government of Ontario upon the expiry of the Agreement.

Please make your cheque out to: **Minister of Finance** and send the cheque to:

Ministry of Seniors Affairs

777 Bay Street, Suite 601C

Toronto, ON M7A 2J4

Attention: Seniors Community Grant Program

3. Freedom of Information and Protection of Privacy Act Notice

The Ministry of Seniors Affairs (MSA) is subject to the Freedom of Information and Protection of Privacy Act (FIPPA). Personal information related to the Seniors Community Grant Program is collected by the MSA for the proper administration of the program, and will only be used for those purposes including evaluation of the project application, administration of agreements, funding and project reporting. In accordance with subsection 38(2) of FIPPA, this collection of personal information is necessary to the proper administration of a lawfully authorized activity.

Applicants should be aware that any information provided to the MSA in connection with their final report may be subject to disclosure in accordance with the requirements of FIPPA.

Questions about the collection, use and disclosure of information may be directed to: Ministry of Seniors Affairs, 777 Bay Street, Suite 601C, Toronto ON M7A 2J4. Email: infoseniors@ontario.ca, telephone: 416 326-7050, toll free: 1 888 910-1999, TTY (for the hearing impaired): 1 800 387-5559, fax: 416 326-7078.

TO BE SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR THE PROJECT

The final report must be hand-signed; once signed, the final report may be scanned and sent electronically.

I confirm that the information contained in this report is true and accurate.

Print Name: _____

Signature: _____

Date: _____

FINAL REPORT CHECKLIST

Have you:

- ☐ Answered all questions on the Final Report?
- ☐ Inserted or attached the financial reconciliation statement?
- ☐ Attached a copy of all receipts associated with this project?

Thank you for your time in completing this report.

Schedule “E”
Seniors Community Grant 2017-2018
Grant Recipient Communications Protocol

Media and Promotion

As part of the effort to build awareness of programs for seniors, the Government of Ontario may hold a media announcement. To that end:

1. Recipient must contact the Ministry of Seniors Affairs if it wishes to hold a media/launch event or public announcement.
2. Recipient must not make any local media announcements concerning its Project and receipt of funding under the Agreement, until the Ministry has made its own announcement.
3. Where possible, the Ministry encourages Recipient to involve local Member of Provincial Parliament (MPP)s or other officials in media event or activity.
4. All media, promotional, and other publications must acknowledge funding from the Government of Ontario. If you wish to issue a news release, you must share it with the Ministry at least seven days in advance of the planned date of release, and we will provide you with a Minister’s quote for insertion.

Marketing

1. All marketing materials must acknowledge the support of the Government of Ontario. These materials may include brochures, reports, advertising, oral presentations and publicity relating to the Project.
 - a. The materials must credit the support of the Government of Ontario by following the Government’s attached guidelines specifically related to the use of the Ontario logo as well as the use of mandatory wording “Funded by”.
 - b. The logo should only be used on products directly related to the Seniors Community Grant.
2. Recipient must share its marketing or promotional materials with the Ministry in advance of the distribution of the materials.

The Ministry is happy to work with you to determine how this protocol will impact your communications plans. If you have any questions, please contact the Ministry of Seniors Affairs at seniorscommunitygrant@ontario.ca.

TOWN OF FORT FRANCES**BY-LAW NO. 36/17**

(Being a By-Law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area as provided in the Municipal Act, 2001, S.O. 2001, c.25, Sections 204 – 215).

WHEREAS Schedule “A” to By-Law No. 32/78 as attached thereto, designating a certain area as an improved area, has been duly approved by the Ontario Municipal Board on February 16, 1979, by Order No. M7929;

AND WHEREAS on May 8, 2017 Council approved the Treasurer’s Report 2017/47 dated May 2, 2017 reflecting the required 2017 BIA levy;

AND WHEREAS the said sum of \$45,000.00 is required to be raised as taxes for the Business Improvement Area purposes.

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

1. THAT the Revenue and Expenditure estimates in the amount of \$81,470.00 by the Board of Management of the Business Improvement Area for the year 2017 as shown in Schedule “A” be and the same are hereby approved.
2. THAT there shall be a special levy against occupied property in commercial and industrial classes located within the area designated as the Business Improvement Area in Schedule “A” to By-Law No. 32/78, on the basis of those rates particularly set forth in Schedule “B” forming part of this By-Law in the manner set forth in the said Schedule “B”.

The taxes as shown on Schedule “B” shall be payable in two (2) installments, the first being fifty percent (50%) of the total taxes levied and the second being the remaining balance of said taxes with the due dates for payment as follows:

First Installment: July 31, 2017

Second Installment: August 31, 2017

3. THAT the said levy be placed on the Collector’s Roll of record of the Town of Fort Frances for the year 2017 and collected according to statute and bylaw.
4. THAT all taxes shall be paid into the office of the Collector.
5. THAT the Treasurer and Collector are hereby empowered to accept part payment from time to time on account of taxes due.
6. THAT on all taxes which are in default on the day after the due date a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each month the default continues until December 31, 2017.

a) On all taxes levied in default on January 1, 2018, interest will be added at the rate of 1.25 percent per month for each month of default.

Town of Fort Frances
By-Law No. 36/17
Page 2

- 7. THAT penalties and interest added on all taxes in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid tax levy.

- 8. THAT the Collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.

- 9. THAT taxes be paid through the following facilities:
 - Town of Fort Frances Civic Center, 320 Portage Avenue, Fort Frances, Ontario
 - Telebanking and Internet Services through and major financial institute
 - Preauthorized Payment Plan
 - Mail Service via Canada Post
 - Night Depository, 320 Portage Avenue, Fort Frances, Ontario

- 10. THAT the Treasurer or Collector is hereby empowered to accept part payment from time to time on account of taxes due.

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

READ THREE TIMES and finally passed in open Council this 12th day of June, 2017.

R. Avis, Mayor

E. Slomke, Clerk

This is Schedule "A" to By-law No. 32/78 of the Town of Fort Frances as passed in open Council on the 11th day of December 1978.

BUSINESS IMPROVEMENT AREA

Schedule "A" to By-law No. 32/78

MAYOR

DEPUTY CLERK

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Schedule "A" to By-Law No. 36/17

FORT FRANCES BUSINESS IMPROVEMENT ASSOCIATION
2017 BUDGET

	New Account Number	Account Number	2016 Budget	2016 Actual	2017 Budget
Revenue:					
BIA Taxation - Commercial	60-180-1823-0140-40014	B-055-0140-0014	(44,647)	(44,646.98)	(44,647)
BIA Taxation - Industrial	60-180-1823-0150-40014	B-055-0150-0014	(353)	(352.95)	(353)
BIA Supp/Omit - Commercial	60-180-1823-0122-40014	B-055-0122-0014			
W/O Vacancy Rebates	60-180-1823-0122-50024	B-055-0122-0024	276	97.25	97
W/O Charity Rebates	60-180-1823-0122-54512	B-055-0122-4512	720	715.74	716
Promotions Income	60-180-1823-0430-40688	B-823-0430-0688		(500.00)	
Transfer To/From Surplis	60-180-1823-0000-71030	B-080-0000-0000	(77,446)	(77,446.80)	(37,553)
			(121,450.00)	(122,133.74)	(81,740.00)
Expenditures:					
Vacation, Stats, Etc.		B-823-1101-1115		102.50	
WSIB	60-180-1823-1101-60055	B-823-1101-1122		76.76	
CPP	60-180-1823-1101-60025	B-823-1101-1123		109.99	
EI	60-180-1823-1101-60030	B-823-1101-1124		70.14	
EHT	60-180-1823-1101-60040	B-823-1101-1129		51.96	
Part-time Salaries/Wages	60-180-1823-1101-60020	B-823-1101-1130	4,000	2,562.50	4,000
Telephone/Communications	60-180-1823-1200-71251	B-823-1200-1251	1,100	1,099.58	1,100
Postage	60-180-1823-1200-71252	B-823-1200-1252			100
Office Supplies	60-180-1823-1400-71410	B-823-1400-1410	500	121.09	500
Meeting Expenses	60-180-1823-1500-71532	B-823-1500-1532	200	131.18	200
Office Equipment Rental	60-180-1823-1500-71543	B-823-1500-1543			
Building & Office Rent	60-180-1823-1500-71552	B-823-1500-1552	2,034	1,831.68	2,034
Advertising & Public Notice	60-180-1823-1500-71591	B-823-1500-1591	17,000	13,576.40	17,500
Social Media	60-180-1823-1500-71592	B-823-1500-1592			500
Events/Activities	60-180-1823-1500-71593	B-823-1500-1593	2,500	1,500.00	2,500
Banners & Poles	60-180-1823-1900-71902	B-823-1900-1902			2,000
Seasonal Decorations	60-180-1823-1900-71903	B-823-1900-1903	5,000	262.76	5,000
Future Projects	60-180-1823-1900-71906	B-823-1900-1906	21,116	0.00	28,306
Rainy Lake Market Square Project	60-180-1823-1900-71907	B-823-1900-1907	60,000	60,000.00	10,000
Electrical	60-180-1823-2740-71420	B-823-2740-1420			
Soil/Plants/Trees	60-180-1823-2740-71440	B-823-2740-1440	4,000	3,084.56	4,000
Grounds Repairs/Maintenance	60-180-1823-2740-71545	B-823-2740-1545	2,000	0.00	2,000
Materials	60-180-1823-2750-71471	B-823-2750-1471	2,000	0.00	2,000
			121,450.00	84,581.10	81,740.00
Accumulated (Surplus)/Deficit		B-L80-0000-0000	-	(37,552.64)	-

Schedule "B" to By-Law No. 36/17

2017 BIA TAX RATES

Class	RTC/ RTQ	2017 Assessment	Tax Rate Discount	Discounted CVA	Tax Ratios	Weighted CVA	Effective Tax Rate	2017 BIA Tax Levy
Commercial	CT	9,839,270	1	9,839,270	1.980000	19,481,755	0.00453645	44,635.38
Industrial	IT	56,100	1	56,100	2.836760	159,142	0.00649941	364.62
Total		9,895,370		9,895,370		19,640,897		45,000.00

Base Rate $\frac{45,000.00}{19,640,897}$ Dollars Required
Weighted Assessment

0.002291138 Base Rate equal to tax ratio of 1

Lisa Slomke

From: Kristen Oliver <admin@noma.on.ca>
Sent: Wednesday, May 31, 2017 2:36 PM
To: Angela Sharbot; Ann Mitchell; Brian MacKinnon; Christine Goulet; City of Dryden; Clerk Treasurer; Daryl Skworchinski; Dawson Township; Don McArthur; Doug Brown; Erika Kromm; Ernie Remillard; Fiona Buchan; Gabrielle Lecuryer; Gail Jeremy; Gillies Township; Heather Kasprick; jhannam@thunderbay.ca; Judy Jacobson; Kal Pristanski; Karen Caren; Kathy Lawson; Krista Power; Lindsay Manilla; Lisa Slomke; Lorna Buob; Louise Lees; Margaret Hartling; Mark Vermette; Mark Wright; Mavis Harris; Morley Forster; Municipality of Machin; Municipality of Shuniah; Municipality of Sioux Lookout; Patricia Maxwell; Paul Greenwood; Peggy Johnson Township of Chapple; Rodney Swarek; Rosalie Evans; Shelly Lafleur; Terrace Bay; Town; Township of Alberton; Township of Ear Falls; Township of Emo; Township of Ignace; Township of La Vallee; Township of Morley; Wanda Kabel; Wayne Hanchard; White River; Willy Liebigt
Subject: MPAC Session in Thunder Bay

Good Afternoon,

Thanks to those communities who have already confirmed their attendance to the MPAC session taking place in Thunder Bay, Tuesday, June 13. **The MPAC workshop will take place from 1:00 pm to 3:00 pm in the Kensington Room at the Victoria Inn.**

MPAC will have a third party consultant to conduct real time voting as part of their planning process. They have requested that attendees arrive with a smartphone or laptop in order to participate in the voting.

If you haven't already done so, please let me know if you are planning to attend.

Thanks,
 Kristen

Kristen Oliver

Executive Director
 e. admin@noma.on.ca

 Northwestern Ontario Municipal Association
 P.O. Box 10308
 Thunder Bay, ON P7B 6T8
 t. 807.683.6662
 c. 807.627.2036

www.noma.on.ca
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Nathalie Donaldson
 266 Scott Street
 Fort Frances, ON P9A 1G7
 274-9565



May 29, 2017

Mayor and Members of Council
 Town of Fort Frances
 320 Portage Ave
 Fort Frances, ON P9A 3P9

Dear Mayor Avis and all Members of Council,

We would love for you to join us for our Mall Day downtown celebration of Canada's 150th anniversary! This event will take place on Thursday, June 29th (with a back-up date of Friday, June 30th) in conjunction with Market Thursday. We will be starting at 10am and continuing into the evening depending on participation (but no pressure to stay that late!)

You could use one of the BIA's tents and have an information booth set up to educate community members, especially children, on all the responsibilities of Council. Think of how excited the kids will be to meet the mayor! We feel this would be a great opportunity for you to be out engaging with the public and being available to answer people's questions. And if you would like to hand out Fort Frances pins or pens or any other freebies, or facilitate a family activity, that would be great! It's totally up to you how you would like to participate, if you have time.

If you have any questions or would like to discuss ideas please email us at downtownfortfrances@hotmail.com or message us on the Downtown Fort Frances Facebook page. Contact Jennifer Horton at Curvy Chick 270-6859 or myself to sign up and we will add you to the map.

Thank you, and we look forward to seeing you there!

Nathalie Donaldson
 With the Shops on Scott

Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Tuesday, May 23, 2017 3:05 PM
To: Lisa Slomke
Subject: AMO Members' Update - Changing Workplaces Final Report Released

May 23, 2017

Members' Update - Changing Workplaces Final Report Released

Ontario Minister of Labour Kevin Flynn today released the Changing Workplaces Review final report this morning. This report recommends substantial legislative changes to the province's *Employment Standards Act* (ESA) and *Labour Relations Act* (LRA).

The Final Report - The Changing Workplaces Review - An Agenda for Workplace Rights - authored by Special Advisors C. Michael Mitchell and John C. Murray is massive at 419 pages and contains 173 recommendations that could have significant impacts on the workplaces throughout Ontario.

A key focus of this review is the treatment of employees who do not work full-time and may be considered to have precarious employment. This includes part-time, temporary, self-employment, and multiple job employment that has grown almost twice as fast as standard employment since 1997. While private sector services account for more than half of employment in Ontario, the remainder work in the broader public service, including municipal government who are significant employers throughout the province.

Highlights of the Report's recommendations that may be of interest to municipal employers includes:

- the *Employment Standards Act*, *Labour Relations Act* and the *Occupational Health and Safety Act* be combined and streamlined into a *Workplace Rights Act*
- part-time, casual, temporary, contract and seasonal employees be paid the same as comparable full-time employees
- personal emergency leave and bereavement leave apply for all employees, not only to those employed in workplaces of 50 or more employees, and further
 - bereavement leave be an independent leave for up to 3 unpaid days

- personal emergency leaves are an independent annual entitlement of 7 days
- employers be required to pay for doctor's notes if request from an employee
- vacation entitlement be increased to 3 weeks per year after 5 years of employment with the same employer
- the current ESA exemption for interns and trainees be eliminated
- the secret ballot vote process for union certification to continue with new remedies for employer misconduct
- if a union has approximately 20% support of the potential bargaining unit then the organizing union can be provided with the personal contact information of the employees of the potential bargaining unit by the employer to enable organizing
- increased enforcement and educational activities by the Ministry of Labour.

We understand that the provincial government has reviewed the Final Report's numerous recommendations, and will be announcing their formal response within the next week.

In anticipation of the Changing Workplace Final Report, AMO has established a Task Force of members and HR experts who will assist in considering the Province's formal response (once released) to these recommendations and providing advice to the AMO Board. AMO will continue to keep you updated on this significant employers' issue.

The Changing Workplaces' recommendations adopted by the Ontario government will be discussed at our upcoming September 22nd Labour Relations symposium.

AMO Contact: Monika Turner, AMO Director of Policy, mturner@amo.on.ca 416.971.9856

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Kathy Lawson

From: AMO Communications <Communicate@amo.on.ca>
Sent: May-18-17 9:00 AM
To: Kathy Lawson
Subject: AMO WatchFile - May 18, 2017

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
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May 18, 2017

In This Issue

- Comment on Ontario's Food Security Strategy.
- Ontario updating nuclear emergency response plan.
- Canada 150 - special events for Canada's special event.
- Got a lighting project planned this summer?
- Renewable natural gas webinar for municipalities.
- Careers with Southwold, Brooke Alvinston and New Tecumseth.

Provincial Matters

The Province is developing Ontario's first Food Security Strategy, focusing on the areas of community-based solutions, collective impact, income security, and innovation. Comment [online](#) by May 31, 2017.

The Province is seeking [feedback](#) on proposed changes to the nuclear emergency response plan. Proposed changes are based on international recommended practices, Canadian Standards Association standards, and lessons learned from international incidents and provincially-run emergency exercises. Submissions can be made until July 14, 2017.

LAS

As Canada celebrates 150 years of Confederation, municipalities may find themselves being asked to approve events that are uncommon and have no prior history. But by properly following and applying the [principles of municipal risk management](#), each of these special events can proceed successfully.

Summer is often slow for many arenas throughout the province. Why not take advantage of the [LAS Recreation Facility LED Lighting Service](#) by converting your expensive, inefficient high bay lighting to state of the art LED technology? This service also targets pools, public works garages, fire halls and more! Get your project in the queue - contact [Christian Tham](#) to take advantage today!

Municipal Wire*

The Canadian Biogas Association is hosting a [free webinar](#) on Thursday, May 25 from 11 a.m. to 12 p.m. for municipalities interested in the opportunities of renewable natural gas. The webinar will present tools and information including available RNG technologies, GHG emissions reductions measurement, and case studies to help municipalities understand more about this renewable fuel.

Careers

Chief Administrative Officer/Clerk - Township of Southwold. For a complete job description, please visit [Southwold Employment Opportunities](#). Please submit your cover letter and resume in a Word document to caoresume@southwold.ca in confidence by 4:30 p.m. Friday, June 16, 2017. Please specify "Chief

Administrative Officer/Clerk" in the subject line.

Fire Chief - Municipality of Brooke Alvinston. Additional information: Part Time (22.5 hours per week). To be considered for this position, please send your complete resume, cover letter and three professional references along with wage expectations by email only to jdenkers@brookealvinston.com, by Friday, 12:00 p.m. May 26, 2017.

Chief Administrative Officer - Town of New Tecumseth. For a detailed candidate profile and to explore this exciting opportunity in strict confidence, please contact Tracey McQueen of Tim L. Dobbie Consulting Ltd. at tracey@tdobbie.com or 905.637.0000. Please email your resume to resumes@tdobbie.com by June 7, 2017.

About AMO

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

AMO Contacts

AMO Watch File Team, Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

Media Inquiries, Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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



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Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, June 05, 2017 4:25 PM
To: Lisa Slomke
Subject: AMO Policy Update - Province Announces Emergency Services Changes Including Dispatch and Fire-Medic Pilots

June 5, 2017

Province Announces Emergency Services Changes Including Dispatch and Fire-Medic Pilots

Today, the Minister of Health and Long-Term Care announced proposed changes to emergency health services, including providing alternative options for medical treatment and paramedic services. We understand there will be a consultation process over the coming weeks with the intent to introduce legislative changes in the fall session.

Firstly, the Ministry is investing in a new medical dispatch system for land ambulance 911 calls expected to roll out across the province over a period of two years starting in March 2018. The purpose is to better prioritize calls based on patient need and re-directing low acuity patients from emergency rooms, where appropriate and safe to do so. This initiative is timely and welcome. AMO has long called for improvements to the dispatch system.

The government is also seeking to expand the scope of paramedics to provide alternate on-scene treatment and to refer patients to destinations other than hospitals as is currently required by law. Further information and analysis on the implications and benefits to patients, municipal governments, and District Social Service Administration Boards is needed.

The Minister also announced that once the Act is changed and a regulation is in place, that two pilot projects could test the use of firefighters certified as paramedics to respond to low-acuity calls. Given the legislative process, it is likely these pilots will not occur until 2018 at the earliest and there are willing municipal governments. There is still time for municipal input into this proposal.

While the two pilots are to be voluntary, determined by the municipal employer, then interest arbitrators must be forbidden in law from replicating this idea. As happened with 24-hour shift pilots, interest arbitration settlements made it a practice, even in municipalities that did not adopt the policy. The government must address the labour

relations concerns of municipal employers prior to the pilot's introduction by amending the *Fire Protection and Prevention Act*, as it amends the *Ambulance Act*. If it is truly to be an elective option for municipal governments, then it cannot be imposed without the support of councils.

AMO and others in the paramedic service delivery have no evidence to show improved patient outcomes, yet municipal labour and risk management issues are significant. If the government proceeds with these pilots, there must be a commitment to conducting a third-party proof of concept evaluation. AMO will continue to engage the Province about the pilot's implications and advocate on behalf of municipal governments.

For further information, please see the Ministry news release, [Ontario Enhancing Emergency Services across the Province](#).

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, 416.971.9856 ext. 318.

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Municipality of Killarney

May 18th, 2017.

MAIL & EMAIL: minister.mma@ontario.ca

Main Office:

32 Commissioner Street
Killarney, Ontario
P0M 2A0

Tel: 705-287-2424

Fax: 705-287-2660

E-mail:

inquiries@municipalityofkillarney.ca

Public Works Department:

1096 Hwy 637
Killarney, Ontario
P0M 2A0

Tel: 705-287-1040

Fax: 705-287-1141

website:

www.municipalityofkillarney.ca

The Honourable Bill Mauro,
Minister of Municipal Affairs,
777 Bay Street – 17th Floor,
Toronto, Ontario.
M5G 2E5

Dear Sir:

RE: Changes Under Consideration to the Municipal Act, 2001
Re: End to Payments Out of Court for Municipalities

It is our understanding that Bill 68 – Modernizing Ontario's Municipal Legislation Act is proposing changes to the tax registration proceedings which would end payments out of court for municipalities.

The proposed amendment to Section 380 (8) and (9) would see out of court payments revert back to the Crown.

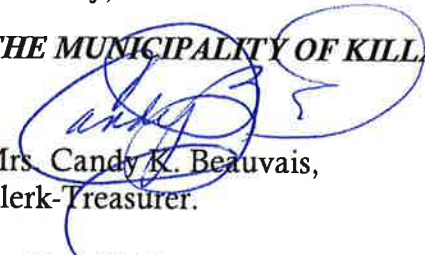
The Municipality of Killarney at their Regular Meeting of Council held May 17th, 2017 passed Resolution No. 17-198 as this proposed change will have a significant impact on small municipalities.

The Council for the Municipality of Killarney hereby appeals to you Honourable Minister, to reconsider this proposed change for the reasons outlined in the attached resolution.

Your consideration of this request is respectfully submitted.

Sincerely,

THE MUNICIPALITY OF KILLARNEY


Mrs. Candy K. Beauvais,
Clerk-Treasurer.

cc: Hon. Kathleen Wynne; Premier of Ontario
Local MPP's, FONOM, AMO, OSUM,
Ontario Municipalities



*The Corporation of the Municipality of Killarney
32 Commissioner Street
Killarney, Ontario
P0M 2A0*

MOVED BY: Pierre Paquette

SECONDED BY: Nancy Wirtz

RESOLUTION NO. 17-198

BE IT RESOLVED THAT the Municipality of Killarney appeal to the Minister of Municipal Affairs to reconsider the proposed change to the Municipal Act, 2001 as a result of Bill 68 regarding tax registration procedures which would end payments out of court for municipalities. The proposed amendment to Section 380 (8) and (9) would see out of court payments revert back to the Crown;

FURTHER THAT tax sale proceedings involve a significant amount of staff time which is an expense to a municipality and it is only fair that municipalities continue to be eligible for these payments out of court;

FURTHER THAT tax sale revenues assist municipalities with various expenditures which to some extent alleviate the burden of the reduction of revenues of various Provincial grants/programs and the continual "downloading" upon small municipalities.

FURTHER THAT this resolution be forwarded to the Premier of Ontario, the Minister of Municipal Affairs, our local MPP's, FONOM, AMO, Ontario Small Urban Municipalities as well as all Ontario municipalities.

CARRIED

I, Candy K. Beauvais, Clerk Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #17-198 passed in a Regular Council Meeting of The Corporation of the Municipality of Killarney on the 17th day of May, 2017.


Candy K. Beauvais
Clerk Treasurer

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #050

May 16, 2017

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre on May 16, 2017 from 12 noon to 12:40 p.m.

PRESENT: Councillor K Perry (Chair), Councillor W. Brunetta, Councillor G. P. Ryan, Mayor R. Avis

ALSO PRESENT: D. Brown, CAO, E. Slomke, Clerk / Acting Committee Secretary, D. Galusha, Deputy Treasurer, T. Moffitt, Fire Chief

1. **Call to Order at 12:00 noon**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
NOMA Conference Expense report for Councillor Kitowski.
3. **Disclosure of pecuniary interest and the general nature thereof**
 - Councillor Ryan disclosed an interest in Item 8.2 from the May 2, 2017 Administration & Finance Executive Committee agenda as the per diem and travel expense claim was his. He was absent from the May 2, 2017 meeting.
 - Councillor Brunetta disclosed an interest in Item 7.1 from this agenda as the per diem and travel expense claim to be considered is hers.
4. **Approval of Previous Committee Minutes**
 - 4.1 Session No. 49 dated May 2nd, 2017.

Brunetta - Ryan: Approved as presented.

CARRIED
5. **In-Camera - None.**
6. **Items Referred from Council**
 - 6.1 Succession Planning (as amended)
 - An additional amendment was verbally requested and approved by this committee.
 - 6.2 Fort Frances Canadian Bass Championship Requests.
 - Committee recommended approval as presented.
 - 6.3 Rainy River Vet Services Committee.
 - Committee recommended approval as presented.
7. **New Business**
 - 7.1 Councillor Wendy Brunetta - NOMA Conference Per Diem & Travel Expense.
 - Committee recommended approval as presented.

Councillor Brunetta disclosed an interest in this report as the per diem and travel expense claim being considered is hers. She did not speak to the matter.
 - 7.2 Draft Procurement Policy.
 - This matter was received, reviewed and discussed. The CAO will have our solicitor

review and provide feedback, prior to being brought forward to Committee of the Whole.

- 7.3 Ontario regulation 284/09 - Budget Matters.
- Committee recommended approval as presented.

8. Non-agenda Items

- 8.1 Councillor Doug Kitowski - NOMA Conference Per Diem & Travel Expense
- Committee recommended approval as presented.

9. Information

- 9.1 2017 Capital Budget vs Actual Financial Statement as at April 30, 2017.
- Received.
- 9.2 General Fund (Operating) and Water & Sewer Fund (Operating) actuals as at April 30, 2017
- Received.
- 9.3 Fort Frances Fire & Rescue April 2017 Reports.
- Received as amended.

- 10. Adjourn / Next Meeting Date - June 6, 2017
The meeting adjourned at 12:40 p.m.

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 046

May 15, 2017

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Children's Complex on May 15, 2017 from 10:30 a.m. to 11:19 a.m.

PRESENT: Wendy Brunetta - Chairperson, John Albanese - Councillor, Doug Kitowski- Councillor, Doug Brown - CAO, Jason Kabel - Manager of Community Services

- 1 **CALL TO ORDER (Session # 046)**
The meeting was called to order by W. Brunetta, executive chair at 10:40 a.m.

- 2 **APPROVAL OF AGENDA (Call for non-agenda items)**
- Lakers request for June ice installation.

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

- 4 **APPROVAL OF PREVIOUS COMMITTEE MINUTES**

4.1 Community Services Executive Committee - May 1, 2017 **- Approved as circulated.**

- 5 **ITEMS REFERRED FROM COUNCIL**

5.1 Canadian Bass Championship (FFCBC) Request - The Community Services Executive Committee recommends to assist the FFCBC directors with the requests as presented with the provision that the FFCBC clean the tables & chairs prior to returning.

- 6 **NEW BUSINESS**

6.1 Sister Kennedy Centre Lawn Sign - The Community Services Executive Committee recommends to Mayor and Council to authorize the sign to be placed on the Sister Kennedy Centre Grounds as presented in accordance with the sign by-law enforce.

6.2 User Fee Bylaw - Updated Daycare Fees - The Community Services Executive Committee recommends to Mayor and Council to endorse an update to the user fee bylaw for the Children's Complex items previously approved.
- 7 **IN-CAMERA**

7.1 Museum Advisory Committee Application - The Community Services Executive Committee recommends to Mayor & Council to appoint Eleanor Laur to the Museum Advisory Committee for a term ending November 30, 2018.

- 8 **NON-AGENDA ITEMS**

8.1 Fort Frances Lakers Request for June Ice - The committee gave direction to contact the Lakers to say that we could possibly assist them with June ice if they were prepared to assume all the costs associated with the atypical ice installation.

- 9 **INFORMATION**

9.1 Next Meeting - June 5, 2017 (Location - Museum)

10 CLOSING

There being no further matters before the committee at this time, the meeting was closed at 11:19 a.m.

W. Brunetta, Executive Committee Chair

J. Kabel, Manager of Community Services

TOWN OF FORT FRANCESMINUTESSESSION NO. #007May 17, 2017

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on May 17, 2017 from 8:30 a.m. to 9:38 a.m.

PRESENT: Paul Ryan, Chairperson, Ken Perry, June Caul, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor Roy Avis

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 May 3, 2017 - the minutes from the meeting on May 3, 2017 were approved as circulated.

4. Non-agenda Items

None

5. In-Camera

5.1 Personal matters about an identifiable individual, including municipal or local board employees; Item 5.1 - A Waste Management By-Law Issue - recommendation that the request be denied.

6. Items Referred from Council

6.1 Request for Support - 2017 Fort Frances Canadian Bass Championship - recommendation that the administration report be approved.

7. New Business

7.1 Adoption of an Asset Management Policy and the State of Maturity Report - the administration report was approved as recommended.

7.2 Award of Tender 17-OF-07 - Road Reconstruction, Watermain and Sewer Replacement - materials to be distributed prior to meeting - the administration report was approved as recommended.

8. Information

8.1 Fort Frances Wastewater Treatment Facility April 2017 Monthly Report - the April Wastewater Treatment Facility Report was reviewed and will be forwarded to Council as information only. No action required.

8.2 Aircraft Statistics 2017 - as of May 15, 2017 - the Airport Statistics were reviewed and will be forwarded to Council as information only. No action required.

8.3 2017 Tonnage at the Landfill Site - updated May 15, 2017 - the Landfill Statistics were reviewed and will be forwarded on to Council as information only. No action required.

9. Adjourn / Next Meeting Date

9:38 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCES
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

MINUTES

April 3rd, 2017

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on April 3rd, 2017 from 11:41 a.m. to 1:04 p.m.

PRESENT: G. Rogozinski, Chair, D. Fortes, J. McTaggart, K. Perry, K. McCaig, J. Gillon, M. Caron, J. Cumming and G. McBride

ALSO PRESENT: T. Drysdale (RRFDC), D. Brown, K. Lawson

REGRETS: G. Gillon (RRFDC), Mayor R. Avis

1. **Call to Order 11:41 a.m.**
2. **Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.**
 - 2.1 1) T. Drysdale - Information Sheet - Spring Into Your Career Hiring Fair.
 - 2) T. Drysdale - Future of the Banners at the Bridge.
3. **Disclosure of pecuniary interest and the general nature thereof - None identified**
4. **Approval of Previous Advisory Committee Minutes**
 - 4.1 1) December 5th, 2016.
 - 2) (notes from the February 6th, 2017 meeting - no quorum)

McTaggart-Perry: THAT the minutes from the December 5th, 2016 meeting be approved as distributed.

CARRIED

5. **New Business**
 - 5.1 Committee Appointment - Gordon McBride.
- members welcomed Mr. McBride to the group.
 - 5.2 Project Petunia.
- Tannis advised that sponsorship sales of the Project Petunia baskets have been going very well, and there are just a few more baskets left for purchase. If members would like to purchase or know of anyone who may wish to purchase, please advise her. Baskets will be red and white this year to reflect the Canada 150 Birthday theme.
 - 5.3 Social Media Marketing Strategy.
- Tannis provided members with a historical reference with respect to the development and expansion of the Town's social media strategies to date.
 - 5.4 Canada 150 celebration volunteer event.
- Tannis advised that RRFDC has purchased 500 pins in conjunction with Canada 150 in an effort to promote and recognize volunteerism within the community. She advised that 150 of these 500 pins would be set aside to honour and promote the impact of volunteerism by the youth of our community. She is hoping to honour those selected by presenting these young people with this pin and a certificate of recognition signed by Mayor on behalf of the Town. The rest of the pins will be divided between local service groups, and businesses to honour all others who have exemplified volunteerism in the community. Tannis will circulate a spreadsheet at the next meeting and the committee will have a further discussion to decide how many pins each organization will receive.

6. Standing Items

6.1 Rainy Lake Market Square.

- notes from the brainstorming session - February 6th, 2017.
- ideas for events, etc. that could help develop the market square use.

The following are the ideas which were brought forward by those members of the group in attendance:

- 1) Interactive Theatre - (period costumes possibly supplied by Little Theatre or the Museum - Cathy Richards would be a good contact);
- 2) Buskers Festival;
- 3) Possible Use of a Piano;
- 4) Speaker's Corner (perhaps a Soap Box Series);
- 5) Look at Use by Various Non-For Profits - (send fee structure and then waive);
- 6) Beast Feast;
- 7) Youth Night for Youth Bands;
- 8) Friday Night Dances;
- 9) Grand Opening Celebrations;
- 10) Talent Shows;
- 11) Labour Day/Thanksgiving Celebrations;
- 12) Fringe Acts;
- 13) Regalias;
- 14) Museum Directed Ideas - Cultural and Historical Interpretations;
- 15) Little Theatre presentations;
- 16) Board Games Tables - (Museum could rent out game pieces) - potential for chess tournaments;
- 17) Cribbage Tournament;
- 18) Blow Up Movie Theatre;
- 19) Farmer's Market - (requires accommodating farmers);
- 20) Clover Valley Market initiatives;
- 21) Ecumenical Services.

- The Rainy Lake Market Square is now to be known as the Rainy Lake Square with a "farmer's market" component. Tannis advised that she is now in the process of collecting names of vendors wishing to sell at the site.

She advised that she and Travis Rob attended the site on March 31st with Grade 12 students from Fort Frances High School and discussed ideas with the students for functions or events they might like to see happen at the square. Tannis further advised that a mid August opening for the square is tentatively scheduled with a Grand Opening to follow shortly after. RRFDC is currently purchasing new tents and tables for the vendors use. At the present time, there are no plans for the winter months. Members suggested using the venue for an outdoor rink, ice sculptures and possible New Years events.

6.2 Community Foundation Update.

- there is no update.

6.3 Presentation from D. Kircher - Alternate use of mill property.

- an announcement was made with respect to Seven Generations Organization obtaining \$8 million dollars of funding for the building of an educational/training centre near the Treaty 3 Police Station. No further action is required on this item.

7. Non-agenda Items

7.1 Tannis provided members with an information sheet for "Spring Into Your Career Hiring Fair" to be held May 2nd, 2017 from 3-7 p.m. at the Copper River Inn. Booths are being set aside for businesses to showcase and recruit new talent. Anyone interested in participating should contact RRFDC.

7.2 Members had a discussion about the banners currently situated on the Mill owned

property at the International Bridge. The banners are fading and there was a discussion about what best to do with them. Options for refurbishing, replacement or dismantling were provided. This item will be brought back to the next meeting for further discussion.

8. Adjourn / Next Meeting Date - May 1st, 2017