

TOWN OF FORT FRANCES

AGENDA - May 14, 2018

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 086) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

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

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 Public Meeting re: 357/358 Applications for Tax Adjustment re: 700 Scott Street (2017) 4 - 8

- approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to approve the adjustment of 2017 taxes under Section 357/358 of the Municipal Act for property located at 700 Scott Street revised property valuation and classification from commercial to residential due to conversion of prior commercial space to residential apartments.

2.2 Drain Stencil Project - Grade 8 class Presentation 9 - 13
Fort Frances High School (Mrs. Bonner-Vickers)

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 E-mail dated April 13, 2018 from T. Moffitt, Fire Chief/CEMC re: 14
Emergency Preparedness Week (May 6-12, 2018)

- will be advised of Council's proclamation.

3.3 E-mail dated May 1, 2018 from J. Marquis, Executive Assistant, 15 - 16
Firefly re: Children's Mental Health Week May 7-13, 2018

- will be advised of Council's proclamation.

3.4 Letter dated May 8, 2018 from Rainy River Vet Services Committee 17
re: Annual Fees

- will be referred to the Administration & Finance Executive

Committee for recommendation.

4. Approval of Council Minutes: *

4.1 Session No. 85, dated April 23, 2018

5. Approval of Committee of the Whole Minutes: *

5.1 Session Nos. 123, 124 and 125, dated April 23, 2018 and April 24, 2018

6. Resolutions from tonight's Committee meeting

7. By-Laws:

- | | | |
|-----|--|----------|
| 7.1 | 24/18 - Being a by-law to adopt the estimates of all sums required for all municipal purposes during the year 2018. | 18 - 37 |
| 7.2 | 25/18 - 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 2018. | 38 - 41 |
| 7.3 | 26/18 - Being a by-law to delegate certain authority to the Chief Administrative Officer. | 42 |
| 7.4 | 34/17-A - Being a by-law to approve an amendment to the transfer payment agreement with the Minister of Infrastructure for funding (Nelson Street). | 43 - 48 |
| 7.5 | 27/18 - Being a by-law to approve an agreement with Sunset Protection Systems for Fire Protection and Prevention Services. | 49 - 50 |
| 7.6 | 28/18 - Being a by law to approve an agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development for funding under the Canada Summer Jobs program. | 51 - 58 |
| 7.7 | 29/18 - Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation through its Connecting Links Program. | 59 - 103 |

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| | - Canada-Ontario Bilateral Agreement Signed for the National Housing Strategy | |
| | - Cannabis Legalization Briefing Materials Available | |
| | - Board of Directors - Call for Nominations | |
| | - AMO AGM and Annual Conference - Updated Agenda at a Glance | |

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11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	

13. **** Items can be viewed by contacting the Clerk**



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2018/60**

TO: Mayor Avis & Members of Council
FROM: Laurie Lindberg, Treasurer
DATE: May 8, 2018
SUBJECT: 357/358 Applications for Tax Adjustment
Re: 700 Scott Street (2017) Roll# 5912-030-002-01500-00000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2017 taxes for 700 Scott Street resulting from revised property valuation and classification from commercial to residential due to conversion of prior commercial space to residential apartments.

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

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2017 was mailed to the applicant indicating notification that the public hearing is scheduled for Monday, May 14, 2018.

Recommendation

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 700 Scott Street resulting from revised property valuation and classification from commercial to residential due to conversion of prior commercial space to residential apartments.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2017 taxes under Section 357/358 of the *Municipal Act* for property located at 700 Scott Street revised property valuation and classification from commercial to residential due to conversion of prior commercial space to residential apartments.

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

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



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

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

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

April 24, 2018

Chris McKinnon
Aynsley McKinnon
648 Scott Street
Fort Frances, Ontario
P9A 1H6

Dear Mr. & Mrs. McKinnon:


Re: Hearing to Consider Section 357/358 Applications

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, May 14, 2018 in the Council Chambers located at the Civic Centre, 320 Portage Avenue, Fort Frances. The Committee of the Whole begins at 5:30 p.m.

The Council of the Town of Fort Frances will be conducting the hearing to consider Section 357/358 Applications, including the application with regard to property located at 700 Scott Street in Fort Frances.

The hearing will give you the opportunity to speak to the application (copy of applications enclosed) if you should so desire.

Sincerely,


Laurie A. Lindberg, CMO
Treasurer

Enc.

SECTION 357/358 APPLICATION

Application/Appeal #

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Taxation Year: 2017

Municipality: TOWN OF FORT FRANKS Roll Number: 59-12-030-002-015-00
 Property Address: 700A SCOTT ST Applicant Name: AYNSLEY MCKINNON
 Owner Name: CHRIS AYNSLEY MCKINNON Contact Number: 807-876-7996
 Mailing Address: 648 SCOTT ST Alternative Num: _____
FF ON P9A146

Reason for Application: (Check one box only)

- ☒ Ceases to be liable for tax at rate it was taxed - 357(1)(a) ☐ Sickness or extreme poverty - 357(1)(d.1)
☐ Became exempt - 357(1)(c) ☐ Mobile unit removed - 357(1)(e)
☐ Razed by fire, demolition or otherwise - 357(1)(d)(i) ☐ Gross or manifest clerical/factual error - 357(1)(f)
☐ Damaged and substantially unusable - 357(1)(d)(ii) ☐ Repairs/Reno's preventing normal use (min. 3 months) - 357(1)(g)

Details of Reason: CONVERTED TO APARTMENTS (3)

Effective from: 01/01/17 to 12/31/17 Applicant Signature: C. McKinnon Date: 02/28/18
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				ASSESSOR				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/>		Assessment Report		School Bd: <input checked="" type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other		
		Enter Revisions Below		<input type="checkbox"/> No Change In Assessment		<input type="checkbox"/> S357 Required for Next Year		
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
CT			38,475	RTP			128,736	
CU			17,325					
RTP			68,536					
Revised:				Reason for Change (Assessor Comments):				
Reason Original Assessment Revised:								
Assessor Name:				Signature:		Date: <u>01/01/18</u>		

TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	(Days / Months)	Tax Adjustment	Original Levy
CT	- 38,475		365	- 1684 63	3358 90
CU	- 17,325		365	- 531 00	
RTP	68,536		365	1,278 80	

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount: \$936.83

Comments:

Treasury Position: Treasurer Signature: Laurie G. Lindberg Date: 04/24/18

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): 05/14/18

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

Reason:

Appeared for Applicant: _____ Appeared for Municipality: _____

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

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

MPAC's RESPONSE

Owner name(s)	MCKINNON, CHRISTOPHER JAMES MCKINNON, AYSLEY VAN DOYLE
Roll number	5912-030-002-01500-0000
Property location	700A SCOTT ST
Property description	PLAN ALB LOT 423 PCLS 423-1, 423-2
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Classification Change
Received date	March 09, 2018
Claim relief period	From: January 01, 2017 - To: December 31, 2017
Taxation year	2017

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR ECL C U	16,900	18,600	17,325	17,750	18,175	18,600
OWNR OT C T	37,500	41,400	38,475	39,450	40,425	41,400
OWNR RU R T	58,600	65,000	60,200	61,800	63,400	65,000
Total	113,000	125,000	116,000	119,000	122,000	125,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU R T	125,314	139,000	128,736	132,157	135,579	139,000
Total	125,314	139,000	128,736	132,157	135,579	139,000

MPAC Remarks

MPAC has revised the property valuation and classification from commercial to residential due to conversion of prior commercial space to residential apartment(s)

MPAC Representative:
Date:

Mark Cawston
March 27, 2018

2018 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
357 Application	2017	3.2.01500	-38,475	CT	0.0326533	0.0111317	-1,256.34					-428.29		-1,684.63
	2017	3.2.01500	-17,325	CU	0.0228573	0.0077922	-396.00					-135.00		-531.00
	2017	3.2.01500	-60,200	RTEP	0.0168689	0.00179000	-1,015.51	-107.76						-1,123.26
							-2,667.85	-107.76	0.00	0.00	0.00	-563.29	0.00	-3,338.90
	2017	3.2.01500	128,736	RTEP	0.0168689	0.00179000	2,171.63	230.44						2,402.07
							-496.22	122.68	0.00	0.00	0.00	-563.29	-936.83	-936.83



Notes for Deputation to Fort Frances Town Council – May 14, 2018

On May 30, Fort Frances will be part of a second annual binational initiative to raise awareness of the Rainy-Lake of the Woods Watershed in which we live and promote stewardship of the water quality within it. As part of the International Watershed Coordination Program offered by the Lake of the Woods Water Sustainability Foundation, approximately 60-70 storm drains along the waterfront and beyond will have a painted stencil applied beside them, reading “No Dumping: Drains to River” and a picture of a fish (see photos from 2017). Storm drains along the waterfront empty directly into the river and so it is important to recognize that what goes down the storm drain, goes into the water and we need to keep things like soaps from car washing, fertilizers, oils, etc. out of these drains. Many communities in Canada and the U.S. have similar stencils or have installed permanent markers. This same project will be happening in International Falls on May 21.

This is a partnership project between the Foundation, the Town of Fort Frances, Fort Frances High School, Koochiching Soil and Water Conservation District and Minnesota Pollution Control Agency. Students in Mr. Guertin’s high school shop class made the stencil in 2017 and the students in Mrs. Bonner-Vickers’ grade 8 class will be applying the stencils, picking up garbage along the way and hanging door hangers on neighbourhood doors to let people know about the project (picture). Prior to going out to paint, the students will take part in an interactive session with Jolen Simon of the Koochiching Soil and Water Conservation District to learn about how watersheds work through the use of a 3D model.



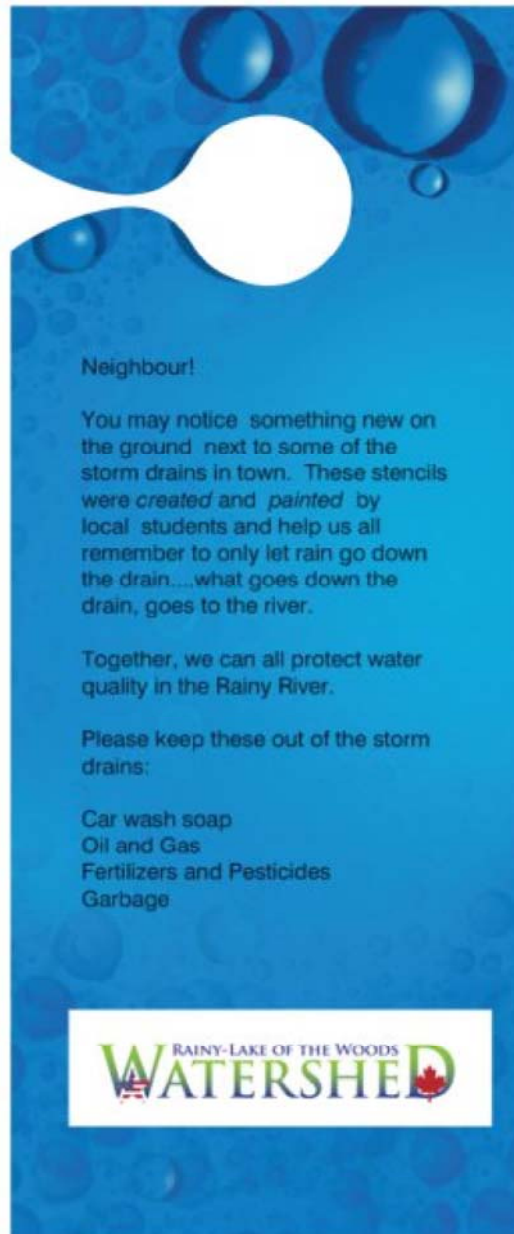
A Binational Partnership Project

Lake of the Woods Water
Sustainability Foundation
Koochiching Soil and Water
Conservation District
Minnesota Pollution Control
Agency
City of International Falls
Town of Fort Frances
Your Local School

Learn more about the watershed you
live in!

www.rainylakeofthewoods.org

Part of the International Watershed Coordination
Program
More Info: email ksaunders@lowwsf.com







TO: Mayor & Council

FROM: Tyler Moffitt, Fire Chief/CEMC

DATE: April 13, 2018

SUBJECT: Emergency Preparedness Week Proclamation (May 6th – 12th, 2018)

This year, Emergency Prepared Week 2018 runs from May 6th to 12th, and as the lead for the Town of Fort Frances campaign our team's goal is to raise awareness about emergency preparedness.

This year's theme is "Emergency preparedness starts with you, take the challenge #PrepareYourSelfie."



All people are challenged to participate by creating their plan, building their kit, and then challenging their family members, friends and/or colleagues on social media to do the same. They can issue and post their challenge via social media.

I hereby respectfully request that Mayor and Council of the Corporation of the Town of Fort Frances proclaim the week of May 6-12, 2018 as Emergency Preparedness Week.

Respectively,

Tyler Moffitt
Fire Chief/CEMC
Fort Frances Fire & Rescue Service

Council's approval of this report will bring forward a proclamation, which proclaims May 6th – 12th, 2018 as Emergency Preparedness Week

From: Marquis, Jennifer
To: [Roy Avis](#)
Subject: Proclamation
Date: May-01-18 8:25:55 AM
Attachments: [CMH Week Proclamation Fort Frances 2018.docx](#)

Good morning,
 FIREFLY respectfully requests that Fort Frances adopt the attached proclamation recognizing Children's Mental Health week next week.
 Thank you,

Jenn Marquis

Executive Assistant
 Phone: 807-467-5535 ext. 2321



FIREFLY – Physical, Emotional, Developmental and Community Services
 Services physiques, émotifs, communautaires et pour le développement
 820 Lakeview Drive
 Kenora, ON P9N 3P7

Phone: 807-467-kids (5437) | Toll-Free: 1-800-465-7203 | Fax: 807-467-5444

This email is intended only for the named recipient(s) above and may contain information that is privileged and/or exempt from disclosure under law. If you have received this message in error, please notify me by telephone (collect, if necessary) or e-mail and delete this message. Thank you.

PROCLAMATION

Whereas the citizens of the **Town of Fort Frances** value their health and mental health and that of their families; therefore, they are proud to support observances such as Children's Mental Health Week; and

Whereas addressing the complex mental health needs of children, youth, and families today is fundamental to the future of our community; and

Whereas the need for comprehensive, coordinated mental health services for children, youth, and families places upon our community a critical responsibility; and

Whereas it is appropriate that a week should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

Whereas FIREFLY through its unique approach to serving children and adolescents, is effectively caring for the mental health needs of children, youth and families in our community;

Now Therefore Be It Resolved That

I, Mayor **Roy Avis**

of the Town of Fort Frances do hereby proclaim the week of

May 7 to 13, 2018

As

Children's Mental Health Week

in and for the Town of Fort Frances,

and urge our citizens and all agencies and organizations interested in meeting every child's mental health needs to unite this week in the observance of such exercises as will acquaint the people of Kenora with the fundamental necessity of programming for children and youth with mental health needs and their families.

Rainy River Vet Services Committee
C/O Ms. Kim Jo Bliss
R.R. # 2
Emo, ON
POW 1E0
kimjobliss@gmail.com

(807)-482-2863 Home #

May 8, 2018

Clerk - Treasurer
Town of Fort Frances
Box 38, 320 Portage Avenue
Fort Frances, ON
P9A 3M5

Dear Clerk-Treasurer, Mayor Avis & Council;

Hello! Yes, it is that time of the year again. This is your bill for the Vet Assistance Trust Fund. The fees are the same as in the past. This would mean that your portion of the fee is a flat fee of \$650.00.

Thanks in advance for your contribution to this fund. Veterinarian service is important to all producers in the Rainy River District, and you're a part of this. Currently we are splitting the contract with Nor-West Animal Clinic and Kingsford Veterinary Services.

If you would like to attend a meeting, feel free to contact myself and I will let you know the next meeting date. Our Chairman is Tom Morrish. If you would like more information about this program please visit <http://northernproduceranimalhealthnetwork.ca/>.

Yours truly,

Kim Jo Bliss
Treasurer - Rainy River Vet Services Committee
*Cheques can be made payable to the Rainy River Vet Service Committee

TOWN OF FORT FRANCES

BY-LAW NO. 24/18

(Being a By-Law to adopt the estimates of all sums required for all municipal purposes during the year 2018).

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 2, 2018, Council consented to the 2018 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 2018 budget would be considered at the May 14th, 2018 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 2018 and all estimates of expenditures to be made for municipal purposes during the year 2018 is hereby adopted.

READ THREE TIMES and finally passed in open Council this 14th day of May, 2018.

R. Avis, Mayor

E. Slomke, Clerk

2018 Budget Summary
By-Law No. 24/18- Schedule "A"

General Division	Revenue	Expenditure	Budget Deficit
Corporate	\$ (16,407,701)	\$ 7,073,698	\$ (9,334,003)
Administration & Finance	(593,876)	1,555,647	961,771
Emergency Services	(205,025)	3,258,873	3,053,848
Community Services	(2,864,197)	4,689,418	1,825,221
Operations & Facilities	(2,052,325)	5,207,775	3,155,450
Planning & Development	(201,171)	538,884	337,713
	(22,324,295)	22,324,295	-
Capital Budget	(8,187,424)	8,187,424	-
Water Operating Budget	(2,808,219)	2,808,219	-
Sewer Operating Budget	(2,579,930)	2,579,930	-
	(5,388,149)	5,388,149	-
	\$ (35,899,868)	\$ 35,899,868	\$ -

2018 GENERAL FUND BUDGET

	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
CORPORATE:					
REVENUE					
Municipal Levy	(10,363,129)	(10,195,925.22)	(10,369,193)	(10,403,339.55)	(10,414,214)
School Board Levy	(1,706,841)	(1,701,248.19)	(1,578,840)	(1,523,090.80)	(1,557,824)
Payments-In-Lieu	(782,001)	(797,355.99)	(789,904)	(796,954.47)	(805,416)
Contribution From Contingency Reserve Fund	0	00.00	0	0.00	0
Sale of Land/Gain on Sale of Land	0	(584,791.50)	0	(201,100.00)	0
Other Grant (In-Lieu of taxation)	0	00.00	0	0.00	0
Tax Rate Stabilization Reserve Fund Contribution	(242,250)	(436,738.88)	0	0.00	0
Surplus from Prior Years	0	00.00	0	0.00	0
OMPF (CRF) Funding	(2,934,100)	(2,934,100.00)	(3,106,500)	(3,106,500.00)	(3,342,100)
	(16,028,321)	(16,650,159.78)	(15,844,437)	(16,030,984.82)	(16,119,554)
EXPENDITURES					
Election	0	00.00	0	0.00	34,750
Council	717,598	318,451.07	719,600	616,342.13	742,045
Contributions from Capital Fund	0	0.00	0	(18,387.00)	0
Contribution to Reserve/Reserve Funds	1,375,000	2,223,885.98	1,375,000	2,164,850.00	1,400,000
Uncontrollable Costs	2,385,801	2,321,399.93	2,435,316	2,368,710.17	2,391,529
Economic Development	166,435	132,791.63	167,768	163,751.36	167,268
Travel Information Centre	10,770	14,845.13	19,000	4,197.62	2,870
Solar Panels	(25,270)	(15,558.43)	(25,625)	(10,804.37)	(17,619)
School Board Requisition	1,706,841	1,701,248.19	1,578,840	1,523,090.80	1,557,824
Long Term Debt	640,120	99,701.32	633,228	73,314.90	506,884
	6,977,295	6,796,764.82	6,903,127	6,885,065.61	6,785,551
Total Corporate	(9,051,026)	(9,853,394.96)	(8,941,310)	(9,145,919.21)	(9,334,003)

2018 GENERAL FUND BUDGET

	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
ADMINISTRATION & FINANCE:					
Admin. Revenue	(608,121)	(668,683.56)	(612,195)	(600,171.18)	(593,876)
Administration Department	473,091	582,215.68	507,625	523,283.24	564,782
Clerk's Department	186,289	205,488.53	214,660	215,345.28	216,820
Treasury Department	614,842	573,492.38	622,627	528,239.29	628,991
FFPC Administration	95,170	78,351.94	108,000	142,933.59	145,054
Total A & F	761,271	770,864.97	840,717	809,630.22	961,771
EMERGENCY SERVICES					
Fire Emergency Services	935,762	922,833.52	977,545	914,546.71	1,019,176
911 Dispatch Services	13,800	9,482.21	11,800	8,881.97	8,420
Police Services	2,329,938	2,322,747.02	2,023,675	2,027,365.19	2,026,252
Total Emergency Services	3,279,500	3,255,062.75	3,013,020	2,950,793.87	3,053,848
COMMUNITY SERVICES:					
Sister Betty Kennedy Centre	34,600	45,229.02	43,053	44,386.91	54,291
Children's Day Care	6,045	38,653.02	51,358	16,796.04	33,932
Best Start Hub	668	1,710.72	0	5,026.96	7,562
Day Care Resource Centre	833	1,418.30	0	11,154.83	0
Handi Transit Services	90,302	107,447.64	103,377	99,176.60	102,989
Townshend Theatre	0	(5,101.69)	0	(5,177.22)	0
Recreation Facilities	627,806	626,582.36	602,187	673,109.47	634,627
Recreation Programs	111,079	88,621.01	138,656	39,596.50	145,396
Community Services	132,683	116,182.87	133,742	115,121.56	136,385
Summy Cove Camp	14,327	15,128.77	23,705	26,163.77	22,117
Public Library	493,191	482,038.77	480,749	484,914.10	496,712
Library Co-op		0.00		0.00	
Museum	146,810	139,081.01	144,027	130,162.53	152,617
Waterfront (Sorting Gap)	47,739	39,816.59	38,056	28,044.67	38,593
Total Community Services	1,706,083	1,696,808.39	1,758,910	1,668,476.72	1,825,221

2018 GENERAL FUND BUDGET

	2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
OPERATIONS & FACILITIES					
Public Works	542,209	518,192.56	492,153	310,429.55	537,702
Roads	1,300,136	1,578,987.65	1,399,893	1,324,475.53	1,429,746
Sidewalks	107,954	90,404.98	101,671	65,269.13	103,334
Stores Operations	84,540	89,077.03	93,640	90,230.35	93,300
Traffic Signal Maint	7,779	7,983.26	8,735	8,705.44	9,053
Streetlighting Maint	53,317	74,722.05	75,496	123,669.43	103,197
Waste Management Services	0	39,883.13	0	(13,083.00)	0
Airport	79,203	43,499.55	81,449	35,193.20	67,020
Parks & Cemeteries Admin	196,473	191,811.98	163,466	175,483.22	183,880
Cemeteries	261,656	229,633.20	265,216	299,724.33	317,628
Parks	272,068	309,769.62	306,585	298,471.76	310,590
Total Operations and Facilities	2,905,335	3,173,965.01	2,988,304	2,718,568.94	3,155,450
PLANNING & DEVELOPMENT					
By-Law Enforcement	152,716	143,314.34	155,745	137,826.80	159,592
Fight The Blight		32,413.76			
Building Official Department	59,104	39,612.99	21,776	(16,707.86)	6,532
Planning Department	108,623	672,639.09	48,120	300,053.05	54,964
Civic Centre	78,394	83,031.04	114,718	109,963.13	116,625
Total Planning and Development	398,837	971,011.22	340,359	531,135.12	337,713
SUBTOTAL	0	14,317.38	0	(467,314.34)	0
YE Auditor's (Capital Fund Adj & Prior Yr Surplus diff.)		0.07			
Less: Amortization					
Year End Sub-Total (Before PSAB Audit Adjustments)	0	14,317.45	0	(467,314.34)	0
LONG TERM DEBT					
LT Debt Principal Payments		507,436.47		526,677.72	
Increase in Landfill Closure Liability		(23,359.87)		(23,359.87)	
Increase in Employee Future Benefits		15,237.00		12,389.00	
Cost of Lots sold		(567,042.45)		(255,318.31)	
Opening Surplus from Prior Year		(117,932.01)		(171,343.42)	
OPERATING FORECAST	0	(171,343.41)	0	(378,269.22)	0

2018 WATER FUND BUDGET

		2016	Actual to	2017 OPERATING	Actual to	2018 OPERATING
		OPERATING	December 31/16	FORECAST	December 31/17	FORECAST
NEW G/L ACCOUNT		FORECAST				
REVENUE						
Expense Recovery	50-080-0832-0330-40589				(75.00)	
Rents & Leases	50-080-0832-0330-40592	(9,277)	(9,212.20)	(9,277)	(9,277.20)	(9,277)
Private Work Charges	50-080-0832-0330-40595					
Sale of Rain Barrels	50-080-0832-0330-40782	(260)	(64.62)	(65)	(115.04)	(65)
Expense Recovery			(74.46)			
Private Work Charges	50-080-0832-0430-40595	(8,000)	(10,099.34)	(8,000)	(16,140.01)	(8,000)
Reconnect Charges	50-080-0832-0430-40618	(1,200)	(750.00)	(1,200)	(1,776.32)	(1,200)
New Connection Charges	50-080-0832-0430-40619	(7,500)	(8,919.23)	(7,500)	(56,249.90)	(7,500)
Late Payment Charges	50-080-0832-0430-40682	(7,500)	(14,196.59)	(7,500)	(7,794.96)	(7,500)
Sale of Water	50-080-0832-0430-40685	(2,601,415)	(2,639,893.34)	(2,670,755)	(2,648,582.27)	(2,740,195)
Special Water Rates	50-080-0832-0430-40687		(18,750.00)		(1,571.07)	
Sale of Water Meters/Backflow Prevention	50-080-0832-0430-40943	(5,000)	(14,259.85)	(5,000)	(12,710.28)	(5,500)
Water Meter Replacement	50-080-0832-0430-40946	(19,533)	(18,165.47)	(17,982)	(18,147.04)	(17,982)
Private Works Charges - HST Exempt at POS	50-080-0832-0530-40595	(11,000)		(11,000)		
		(2,670,685)	(2,734,385.10)	(2,738,279)	(2,772,439.09)	(2,797,219)
Water Works General						
EXPENDITURES						
Administration						
Distributed Salaries/Wages		(312,438)	(309,353.92)			
Distributed Benefits		(99,246)	(99,264.79)			
Overtime & Lieu Time	50-080-0832-1101-60013	20,223	28,358.49		(14,755.10)	
Paid Leave		6,627	36,082.05			
Vac, Floaters, Stats, Holidays		64,802	64,316.74			
Hourly Full Time	50-080-0832-1101-60010	434,908	339,359.41	73,489	44,736.10	82,039
Disability ST/LTD		14,453	14,361.52			
WSIB	50-080-0832-1101-60055	6,518	5,402.16	3,946	1,430.16	1,717
Canada Pension Plan	50-080-0832-1101-60025	17,545	19,065.76	2,132	2,901.19	905
Employment Insurance	50-080-0832-1101-60030	8,436	8,765.03	1,397	1,215.66	194
Dental, Vision, Extended Health		36,229	32,204.26			
OMERS	50-080-0832-1101-60035	42,984	46,931.11	10,458	9,767.67	7,216
Life Insurance		3,033	2,425.05			
Employer Health Tax	50-080-0832-1101-60040	8,730	9,658.43	1,574	1,792.08	487
Employer Benefits	50-080-0832-1101-60050				7,244.42	9,564

2018 WATER FUND BUDGET

		2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
	NEW G/L ACCOUNT					
Summer Staff & Part-time Staff	50-080-0832-1101-60020	10,623	10,066.26	475	10.54	2,880
Accounting/Allocated Admin	50-080-0832-1200-71221	195,907	195,907.00	198,845	198,845.00	202,822
Communications	50-080-0832-1200-71251	2,000	4,124.48	3,000	3,111.16	3,000
Postage, Freight, Courier	50-080-0832-1200-71252	11,220	11,911.31	11,613	12,959.14	11,673
Legal	50-080-0832-1200-71253	5,000	5,932.49	5,000	45,141.72	5,000
Memberships	50-080-0832-1200-71260	1,000	550.27	1,000	900.00	1,000
Write-Offs	50-080-0832-1210-74515	2,000		2,000	3.96	2,000
Office Supplies	50-080-0832-1400-71410	750	2,558.68	750	906.90	1,772
Stores Charge	50-080-0832-1400-71433	10,300	10,300.00	10,300	12,000.86	10,300
Rain Barrel Expenses	50-080-0832-1400-71443	244				
Annual Software Support	50-080-0832-1500-71501	1,404		1,404		1,404
Computer Maintenance (H&S)	50-080-0832-1500-71502	1,040	2,619.79	6,672	5,241.60	3,700
Custom Software Charges	50-080-0832-1500-71503	1,000		1,000		1,000
GIS Material	50-080-0832-1500-71507	11,601	9,081.03	12,670	10,120.19	13,432
Contracted Works	50-080-0832-1500-71523	1,000		1,000	1,729.92	1,000
Conference & Courses	50-080-0832-1500-71531	20,000	12,527.28	20,000	21,320.39	25,000
Insurance	50-080-0832-1500-71580	31,966	32,247.99	33,626	33,997.27	33,945
Insurance Deductible	50-080-0832-1500-71581	10,000	1,017.60	10,000		10,000
Advertising & Public Notices	50-080-0832-1500-71591	500	417.99	500		500
Contribution to Capital Fund	50-080-0832-1510-75350	1,030,970	1,030,970.00	1,042,156	712,721.60	964,341
Transfer to Reserve Fund (Water Meter Replac	50-080-0832-1620-75390	17,981	18,165.47	17,982	18,147.04	17,982
Contribution to Reserve Fund	50-080-0832-1620-75390		166,094.45	174,714	174,714.00	251,918
Contribution to Reserve Fund (Year End)	50-080-0832-1620-75390				222,394.36	
Inventory Adjustments	50-080-0832-1700-72505		(788.38)		(3,252.10)	
		1,619,310	1,712,015.01	1,647,703	1,525,345.73	1,666,791
Water Service Connections						
Distributed Salaries/Wages		75,000	55,315.01			
Distributed Benefits		22,306	16,499.30			
Hourly Full Time	50-080-0832-1962-60010			71,440	31,926.75	50,000
Overtime	50-080-0832-1962-60013			7,500	2,122.75	7,500
Hourly Part Time	50-080-0832-1962-60020			3,560	1,885.30	3,614
Employer CPP	50-080-0832-1962-60025			3,278	1,470.86	2,195
Employer EI	50-080-0832-1962-60030			1,395	631.25	910
Employer OMERS	50-080-0832-1962-60035			6,757	3,201.33	4,927
Employer EHT	50-080-0832-1962-60040			1,455	667.46	1,043

2018 WATER FUND BUDGET

		2016		2017 OPERATING		2018 OPERATING
		OPERATING	Actual to	FORECAST	Actual to	FORECAST
		FORECAST	December 31/16		December 31/17	
NEW G/L ACCOUNT						
Employer Benefits	50-080-0832-1962-60050			7,530	3,422.90	5,262
Employer WSIB	50-080-0832-1962-60055			2,273	736.71	772
Materials	50-080-0832-1962-71471	14,000	18,729.47	14,000	4,987.00	12,000
Contracted Works	50-080-0832-1962-71523	16,000	11,544.50	14,000	78,825.67	14,000
Equipment Rentals - Owned	50-080-0832-1962-71540	22,000	19,880.13	22,000	8,634.48	22,000
		149,306	121,968.41	155,188	138,512.46	124,223
Water Meter Maintenance						
Distributed Salaries/Wages		3,000	2,787.23			
Distributed Benefits		990	902.26			
Hourly Full Time	50-080-0832-1963-60010			3,000	6,875.93	4,500
Overtime	50-080-0832-1963-60013					
Employer CPP	50-080-0832-1963-60025			604	261.62	184
Employer EI	50-080-0832-1963-60030			257	112.21	76
Employer OMERS	50-080-0832-1963-60035			257	655.13	386
Employer EHT	50-080-0832-1963-60040			268	129.09	88
Employer Benefits	50-080-0832-1963-60050			316	836.77	474
Employer WSIB	50-080-0832-1963-60055			419	74.62	65
Materials	50-080-0832-1963-71471	3,500	1,739.73	3,500	4,470.68	3,500
Contracted Works	50-080-0832-1963-71523	5,000	11,577.50	11,522	16,429.04	11,874
Equipment Rentals - Owned	50-080-0832-1963-71540	500	937.50	500	1,725.00	1,049
		12,990	17,944.22	20,643	31,570.09	22,196
Water Distribution System Maintenance						
Distributed Salaries/Wages		80,000	108,067.25			
Distributed Benefits		24,608	33,635.84			
Hourly Full Time	50-080-0832-1964-60010			82,505	116,056.91	91,000
Overtime	50-080-0832-1964-60013			7,500	7,860.81	7,500
Hourly Part Time	50-080-0832-1964-60020			9,495	7,706.06	9,637
Employer CPP	50-080-0832-1964-60025			3,910	5,933.55	4,120
Employer EI	50-080-0832-1964-60030			1,535	2,592.72	1,708
Employer OMERS	50-080-0832-1964-60035			7,704	11,361.73	8,441
Employer EHT	50-080-0832-1964-60040			1,601	2,447.30	1,957
Employer Benefits	50-080-0832-1964-60050			8,696	16,781.95	9,576
Employer WSIB	50-080-0832-1964-60055			1,251	2,338.62	1,449
Materials	50-080-0832-1964-71471	35,000	32,223.97	35,000	28,074.92	35,000

2018 WATER FUND BUDGET

		2016		2017 OPERATING		2018 OPERATING
		OPERATING	Actual to	FORECAST	Actual to	FORECAST
	NEW G/L ACCOUNT	FORECAST	December 31/16		December 31/17	
Contracted Works	50-080-0832-1964-71523	45,000	27,030.92	40,000	19,635.73	35,000
Equipment Rentals - Owned	50-080-0832-1964-71540	35,000	33,445.23	35,000	38,848.27	35,000
		219,608	234,403.21	234,197	259,638.57	240,388
Total Waterworks General		2,001,214	2,086,330.85	2,057,731	1,955,066.85	2,053,598
Water Treatment Plant						
Microfit Generation Revenue	50-080-0831-0330-40320	(11,000)	(10,766.24)	(11,000)	(11,168.57)	(11,000)
Distributed Salaries/Wages		155,760	148,322.63			
Distributed Benefits		51,250	48,946.41			
Hourly Full Time	50-080-0831-1101-60010			160,433	276,488.25	202,603
Overtime	50-080-0831-1101-60013			4,000	9,687.48	4,000
Employer CPP	50-080-0831-1101-60025			6,818	8,033.16	8,295
Employer EI	50-080-0831-1101-60030			2,984	3,349.82	3,439
Employer OMERS	50-080-0831-1101-60035			14,075	20,596.41	17,705
Employer EHT	50-080-0831-1101-60040			3,112	4,251.50	3,941
Employer Benefits	50-080-0831-1101-60050			16,910	21,411.18	21,321
Employer WSIB	50-080-0831-1101-60055			2,182	2,335.31	2,917
Equipment Rentals - Owned	50-080-0831-1101-71540	1,000	3,762.50	2,000	1,337.50	2,200
Communications	50-080-0831-1200-71251	6,000	5,083.98	6,000	5,680.52	6,000
Lab Fees - Water Testing	50-080-0831-1200-71270	15,000	19,949.82	15,000	27,416.34	16,000
Office Supplies	50-080-0831-1400-71410		816.06		42.26	500
Natural Gas	50-080-0831-1240-71416	30,697	19,868.67	30,697	31,990.97	30,697
Diesel Fuel	50-080-0831-1240-71417	1,000	.00	1,000	1,931.56	1,000
Electrical Power	50-080-0831-1240-71420	70,313	73,432.28	76,641	77,636.09	76,641
Water & Sewer	50-080-0831-1240-71421	1,190	1,276.20	1,193	5,061.20	1,224
Taxes	50-080-0831-1240-71425	52,904	51,237.82	51,392	46,149.43	52,420
Chlorine	50-080-0831-1400-71434	13,000	15,596.49	13,650	14,542.55	17,700
Soda Ash	50-080-0831-1400-71435	40,000	44,807.07	42,000	34,037.74	42,000
Aluminium Sulphate	50-080-0831-1400-71436	35,000	35,141.36	39,000	50,107.11	40,000
Fluorides	50-080-0831-1400-71437	10,000	12,106.13	10,000	13,049.30	10,000
Miscellaneous Chemicals	50-080-0831-1400-71438	12,000	10,336.08	12,000	16,937.47	12,000
Materials	50-080-0831-1400-71471	20,000	14,333.42	20,000	6,598.14	20,000
Contracted Services	50-080-0831-1500-71523	35,000	44,360.22	36,355	30,644.13	36,355
		550,114	549,377.14	567,442	709,315.42	628,958

2018 WATER FUND BUDGET

NEW G/L ACCOUNT	2016	Actual to	2017 OPERATING	Actual to	2018 OPERATING
	OPERATING FORECAST	December 31/16	FORECAST	December 31/17	FORECAST
Total Water Treatment Plant	539,114	538,610.90	556,442	698,146.85	617,958
Water Storage Facility					
Distributed Salaries/Wages	7,538	6,668.38			
Distributed Benefits	2,488	2,200.58			
Hourly Full Time	50-080-0831-1965-60010		7,500	7,056.31	7,500
Overtime	50-080-0831-1965-60013		1,000		1,000
Employer CPP	50-080-0831-1965-60025		319	261.81	307
Employer EI	50-080-0831-1965-60030		140	109.86	127
Employer OMERS	50-080-0831-1965-60035		728	745.59	728
Employer EHT	50-080-0831-1965-60040		146	122.91	146
Employer Benefits	50-080-0831-1965-60050		790	723.50	789
Employer WSIB	50-080-0831-1965-60055		102	80.42	108
Equipment Rentals - Own	50-080-0831-1965-71540	2,200	1,762.50	2,200	1,650.00
Communications	50-080-0831-1965-71251	800	504.33	800	733.55
Natural Gas	50-080-0831-1965-71416	15,000	5,848.01	15,000	9,434.59
Electrical Power	50-080-0831-1965-71420	3,526	4,567.54	3,526	3,371.45
Taxes	50-080-0831-1965-71425	88,305	86,266.67	88,855	85,443.22
Materials	50-080-0831-1965-71471	500	1,019.80	500	132.46
Contracted Works	50-080-0831-1965-71523	10,000	605.54	2,500	9,359.72
Total Water Storage Facility	130,357	109,443.35	124,106	119,225.39	125,663
Total Expenditures	2,681,685	2,734,385.10	2,749,279	2,783,607.66	2,808,219
TOTAL WATER FUND (Surplus)/Deficit	0	0.00	0	0.00	0

2018 SEWER FUND BUDGET

		2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
	NEW G/L ACCOUNT					
REVENUES						
Private Work Charges	40-080-0811-0330-40595		(5,000.00)		(16,461.29)	
ODRAP - Provincial Flood Exp Recovery	40-080-0811-0430-40409		(363,923.41)		10,927.09	
Private Work Charges	40-080-0811-0430-40595	(13,000)	(33,000.36)	(19,000)	(13,102.26)	(19,000)
New Connection Charges	40-080-0811-0430-40619	(8,500)	(3,498.08)	(8,500)	(59,214.55)	(8,500)
Penalty on Late Payments	40-080-0811-0430-40682	(7,000)	(12,616.19)	(7,000)	(7,136.58)	(7,000)
Sewer Service/Disposal	40-080-0811-0430-40760	(2,401,615)	(2,450,396.53)	(2,480,926)	(2,457,652.51)	(2,545,430)
Expense Recoveries	40-080-0812-0430-40589					
Total Revenues		(2,430,115)	(2,868,434.57)	(2,515,426)	(2,542,640.10)	(2,579,930)
EXPENDITURES						
Administration						
Distributed Salaries/Wages		48,361	41,589.30			
Distributed Benefits		18,573	12,177.13			
Hourly Full Time	40-080-0811-1101-60010			53,038	56,263.06	60,321
Overtime	40-080-0811-1101-60013					
Hourly Part Time	40-080-0811-1101-60020					
Employer CPP	40-080-0811-1101-60025			2,006	1,720.05	4,512
Employer EI	40-080-0811-1101-60030			824	726.62	1,849
Employer OMERS	40-080-0811-1101-60035			6,876	6,208.48	7,009
Employer EHT	40-080-0811-1101-60040			1,191	971.34	2,387
Employer Benefits	40-080-0811-1101-60050			6,126	4,826.28	12,968
Employer WSIB	40-080-0811-1101-60055			6,169	1,152.58	3,682
Allocated Admin	40-080-0811-1200-71221	155,228	155,228.00	157,555	157,555.00	159,918
Postage, Freight, Courier	40-080-0811-1200-71252	11,220	11,440.30	11,444	12,674.88	11,673
Legal	40-080-0811-1200-71253	10,000	27,729.62	10,000	22,989.37	10,000
Memberships	40-080-0811-1200-71260					
Write Offs	40-080-0811-1210-74515					
Debt - Interest	40-080-0811-1300-71301	11,500	10,548.86	4,019	3,564.50	
Debt - Principal	40-080-0811-1300-71311	110,827		84,617		
Office Supplies	40-080-0811-1400-71410	750	921.35	750	229.64	750
Taxes	40-080-0811-1400-71425	4,543		4,910	4,431.05	5,009
Stores Charge	40-080-0811-1400-71433	8,700	8,831.06	8,700	8,951.69	8,700

2018 SEWER FUND BUDGET

		2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
	NEW G/L ACCOUNT					
Annual Software Support	40-080-0811-1500-71501	1,500		1,500		1,500
Computer Maintenance (H & S)	40-080-0811-1500-71502	1,100	2,619.79	6,672	5,241.59	3,700
GIS Material	40-080-0811-1500-71507	5,800	4,683.89	6,335	5,134.65	6,716
Contracted Works	40-080-0811-1500-71523	1,000		1,000		1,000
Conferences & Courses	40-080-0811-1500-71531	4,000	1,364.44	4,000	2,191.68	4,000
Insurance	40-080-0811-1500-71580	26,213	26,382.40	27,157	27,107.01	27,402
Insurance Deductible	40-080-0811-1500-71581	10,000	790.00	10,000	3,880.17	10,000
Advertising & Public Notices	40-080-0811-1500-71591	500		500		500
Contributions to Capital	40-080-0811-1510-75350	900,660	779,787.43	736,615	553,872.04	795,554
Contribution to Reserve Funds	40-080-0811-1620-75390			260,506	260,506.00	346,532
Contribution to Reserve Funds (Yr End)	40-080-0811-1620-75390		263,187.08		338,439.30	
Inventory Adjustments	40-080-0811-1700-72505		(517.51)		(715.09)	
		1,330,475	1,346,763.14	1,412,510	1,477,921.89	1,485,682
Sewer Mains						
Distributed Salaries/Wages		50,000	24,833.95			
Distributed Benefits		16,243	8,029.15			
Hourly Full Time	40-080-0811-1711-60010			48,220	37,800.97	48,220
Overtime	40-080-0811-1711-60013			4,000	1,143.23	4,000
Hourly Part Time	40-080-0811-1711-60020			1,780	433.76	2,108
Employer CPP	40-080-0811-1711-60025			2,404	1,786.37	2,060
Employer EI	40-080-0811-1711-60030			930	728.37	854
Employer OMERS	40-080-0811-1711-60035			4,470	3,568.42	4,475
Employer EHT	40-080-0811-1711-60040			970	734.50	979
Employer Benefits	40-080-0811-1711-60050			5,082	4,801.37	5,074
Employer WSIB	40-080-0811-1711-60055			1,515	928.37	725
Materials	40-080-0811-1711-71471	12,000	8,370.90	10,000	3,149.02	10,000
Contracted Service	40-080-0811-1711-71523	125,000	90,522.06	125,000	67,671.18	125,000
Equipment Rentals - Own	40-080-0811-1711-71540	36,000	24,800.79	36,000	37,869.17	36,000
		239,243	156,556.85	240,371	160,614.73	239,495
Service Connections						
Distributed Salaries/Wages		55,000	42,019.68			
Distributed Benefits		16,650	13,288.22			
Hourly Full Time	40-080-0811-1712-60010			47,626	26,246.19	40,000

2018 SEWER FUND BUDGET

		2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
	NEW G/L ACCOUNT					
Overtime	40-080-0811-1712-60013			4,500	10,097.38	4,500
Hourly Part Time	40-080-0811-1712-60020			2,185	1,767.43	2,710
Employer CPP	40-080-0811-1712-60025			2,185	1,544.28	1,749
Employer EI	40-080-0811-1712-60030			930	657.02	725
Employer OMERS	40-080-0811-1712-60035			4,462	3,421.39	3,813
Employer EHT	40-080-0811-1712-60040			970	701.55	831
Employer Benefits	40-080-0811-1712-60050			5,020	3,233.32	4,209
Employer WSIB	40-080-0811-1712-60055			1,515	816.53	615
Materials	40-080-0811-1712-71471	7,500	13,926.44	6,500	6,965.61	6,500
Contracted Services	40-080-0811-1712-71523	18,000	7,474.40	15,000	4,785.33	12,000
Equipment Rentals - Own	40-080-0811-1712-71540	15,000	11,129.08	15,000	7,828.05	15,000
		112,150	87,837.82	105,893	68,064.08	92,652
Emergency Measures						
Distributed Salaries/Wages			736.70			
Distributed Benefits			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		299.17		72.42	
Contracted Services	40-080-0811-1720-71523		393,389.56		3,046.62	
Equipment Rentals - Own	40-080-0811-1720-71540		37.50			
			394,706.03	0	3,119.04	0
Sewage Treatment Plant						
Distributed Salaries/Wages		1,500	3,764.06			
Distributed Benefits		495	1,242.14			
Hourly Full Time	40-080-0812-1101-60010			2,500	674.16	2,500

2018 SEWER FUND BUDGET

		2016 OPERATING FORECAST	Actual to December 31/16	2017 OPERATING FORECAST	Actual to December 31/17	2018 OPERATING FORECAST
	NEW G/L ACCOUNT					
Overtime	40-080-0812-1101-60013					
Hourly Part Time	40-080-0812-1101-60020					
Employer CPP	40-080-0812-1101-60025			109	28.35	102
Employer EI	40-080-0812-1101-60030			47	11.76	42
Employer OMERS	40-080-0812-1101-60035			214	53.85	214
Employer EHT	40-080-0812-1101-60040			49	11.82	49
Employer Benefits	40-080-0812-1101-60050			264	46.45	263
Employer WSIB	40-080-0812-1101-60055			76	12.64	36
Equipment Rentals - Own	40-080-0812-1101-71540	500	1,089.12	500	172.60	500
Natural Gas	40-080-0812-1240-71416	22,600	19,567.60	22,600	22,599.60	22,600
Electrical Power	40-080-0812-1240-71420	157,034	175,819.26	157,034	161,182.92	157,034
Grit Landfill Tipping Fees	40-080-0812-1400-71424	2,568	1,116.00	2,568	265.01	2,568
Taxes	40-080-0812-1240-71425	37,845	41,738.78	38,081	36,618.52	38,842
Materials	40-080-0812-1400-71471	1,500	2,331.66	2,500	381.88	2,000
Contracted Works - AWA/OCWA	40-080-0812-1500-71523	524,205	525,074.81	530,110	526,244.08	535,351
		748,247	771,743.43	756,652	748,303.64	762,101
Total Expenditures		2,430,115	2,757,607.27	2,515,426.00	2,458,023.38	2,579,930
TOTAL SEWER FUND (Surplus)/Deficit		0.00	(110,827.30)	0	(84,616.72)	0

2018 CAPITAL BUDGET

	RESERVE FUND	TOTAL BUDGET	FEDERAL GRANTS	PROVINCIAL GRANTS	CONTRIBUTION FROM OTHERS OR DONATIONS	FEDERAL GAS TAX RESERVE	RESERVE FUNDS	WATER & SEWER RESERVE FUNDS	FUNDED BY WATER & SEWER RATES
GENERAL GOVERNMENT									
Backups/Hard drives/DAS	P	30,500					30,500		
Ethernet Switches	P	100,000					100,000		
Fiber Optic to Town Facilities	P	50,000					50,000		
Computer Hardware	P	35,000					35,000		
TOTAL GENERAL GOVERNMENT		215,500	0	0	0	0	215,500	0	0
PROTECTION									
<i>Fire</i>									
Seven Sets of Bunker Gear (life expectancy is 10 years)	P	12,000					12,000		
Rescue Tool Extrication eDRAULTICS Cutters & Spreaders	P	36,000					36,000		
Fire Hose Replacement	P	3,000					3,000		
Self Contained Breathing Apparatus & Air Cylinders	P	5,500					5,500		
GIS Capital	P	509					509		
Backup Generator- Secondary Evacuation Centre	P	250,000			125,000		125,000		
TOTAL PROTECTION		307,009	0	0	125,000	0	182,009	0	0
TRANSPORTATION									
<i>Public Works Buildings/General Misc.</i>									
Asset Management Plan	FGT	62,250				62,250			
Replace 5 Overhead Doors	B	25,000					25,000		
Paint front washrooms, back hallway	B	10,000					10,000		
PW Small Equipment Purchases	P	8,000					8,000		
GIS Capital Contribution	P	763					763		
		106,013	0	0	0	62,250	43,763	0	0
<i>Large Equipment & Vehicles</i>									
Replace 1999 E205 Grader (c/w new plow and wing)	V/E	300,000					300,000		
Attachments for New track loader (Brush cutter, Cold Planer)	V/E	30,000					30,000		
		330,000	0	0	0	0	330,000	0	0
<i>Roads & Storm Sewers</i>									
Nelson Street Reconstruction from Mosher Ave west to mid block- (Carryover from 2017)	P	68,923	13,292	6,646			48,985		
Second Street E. Reconstruction between Mowat Ave & Portage Ave (Carryover from 2017- Asphalt and line painting)	P	108,468	41,545	20,772			46,151		
Third Street from Williams to Colonization Road E (2017 Tender)	P	1,277,678		422,277		517,403	337,998		
		1,455,069	54,837	449,695	0	517,403	433,134	0	0

2018 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
Connecting Link									
Reconstruction of Mill Road Overpass and related Road Works (Connecting Link Funding)	P	2,067,026		1,860,323			206,703		
		2,067,026	0	1,860,323	0	0	206,703	0	0
Sidewalks									
Third Street from Williams to Colonization Road E (2017 Tender)	P	76,714					76,714		
Installation of Sidewalk along McIrvine Road from Kings Highway to Fort Frances High School Entrance (2017 FFHS Parent Council Request- 50% Funded)	P	30,000			15,000		15,000		
Replace interlocking bricks along 300 block of Scott Street based on 2646 square meters	P	302,500		42,599			259,901		
		409,214	0	42,599	15,000	0	351,615	0	0
Streetlight Pole Replacement & Traffic Lighting									
2018 Pole Replacement- 20 poles along Waterfront walkway in 2014-2018- Phase 1	P	30,000					30,000		
In 2012-2016 Draft Budgets- Replace 5 Traffic Signal Controllers and Pedestrian signal upgrades	P	125,000					125,000		
Carryover- Keating and 11/71 -Traffic Signal Controller and Pedestrian Signal Upgrades	P	52,000					52,000		
		207,000	0	0	0	0	207,000	0	0
TOTAL TRANSPORTATION		4,574,322	54,837	2,352,617	15,000	579,653	1,572,215	0	0
PARKS & CEMETERIES									
Parks									
Replace roof- Point Park Garage	B	20,000					20,000		
Small Equipment Replacement- small mowers and whipper snippers	V/E	6,250					6,250		
		26,250	0	0	0	0	26,250	0	0
Cemeteries									
In 2016-2017 Draft Budgets- Exterior Renovations and addition to Garage & Storage Building at the Fort Frances Cemetery	B	250,000					250,000		
Side By Side Utility Vehicle to replace 2008 John Deere Gator- Existing Gator will be transferred to the Airport	V/E	17,000					17,000		
Replace 2001 John Deere 4200 (\$7,000 Trade in Value)	V/E	30,500			7,000		23,500		
Foundation Works- New Columbarium at Riverview Cemetery	P	22,000					22,000		
		319,500	0	0	7,000	0	312,500	0	0
TOTAL PARKS & CEMETERIES		345,750	0	0	7,000	0	338,750	0	0

2018 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
AIRPORT									
Replace 2010 Chevy 2WD Crew Cab with new 4X4 Crew Cab Half Ton Truck- Old truck to go to Parks to replace 1997 Chevy 2WD Regular Cab	V/E	42,000					42,000		
TOTAL AIRPORT		42,000	0	0	0	0	42,000	0	0
WASTE MANAGEMENT SYSTEM									
Landfill Site Expansion - 2018 RFP and 1st Phase Design activities	P	75,000					75,000		
TOTAL WASTE MANAGEMENT SYSTEM		75,000	0	0	0	0	75,000	0	0
ENVIRONMENT									
Sanitary Sewer - Collection System									
Sanitary Sewer Tools & Equipment		12,000							12,000
GIS Capital Upgrades		763							763
Refurbishing Sanitary Manholes		50,000							50,000
Scott Street and Minnie Ave Manhole Replacement (2017 Study Finding)		50,000							50,000
Church Street Liftstation Overflow Valve (2017 Study Finding)		10,000							10,000
Minnie Avenue and Nelson Street Second Manhole (Dependant on Service Installation for lot @Minnie and Front)		10,000							10,000
Scott Street, White Pine Liftstation Capacity Study		35,000							35,000
Third Street from Williams to Colonization Road E (2017 Tender)		419,885							419,885
Design for Infrastructure Renewal Project for 2018 Construction Work		37,500							37,500
		625,148	0	0	0	0	0	0	625,148
Sewage Treatment Plant									
Misc. Capital Upgrades		120,000							120,000
Carryover from 2014-2017- Honeywell Upgrades at STP including Streetlighting STP Roadway		50,406							50,406
		170,406	0	0	0	0	0	0	170,406
Water System									
Water Distribution System									
Miscellaneous Tools/Equipment		12,000							12,000
Renovations to water distribution operator's office		6,000							6,000
GIS Capital Upgrades		1,526							1,526
Design for Infrastructure Renewal 2018 Construction Work		37,500							37,500
Replacing Main Line Water Valves/Hydrants (to be included in 2018 Roadworks Tender)		100,000							100,000
Third Street from Williams to Colonization Road E (2017 Tender)		370,513							370,513

2018 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
Looping of the Watermain from First Street to Second Street along Frenette Ave (DWQMS Management Review Finding)		75,000							75,000
Reconstruction of Mill Road Overpass and related Road Works (Connecting Link Roadway)		301,802							301,802
Water Treatment Plant		904,341	0	0	0	0	0	0	904,341
Misc. Small Capital Equipment		60,000							60,000
		60,000	0	0	0	0	0	0	60,000
TOTAL ENVIRONMENT		1,759,895	0	0	0	0	0	0	1,759,895
SOCIAL & FAMILY SERVICES									
Children's Complex									
Sidewalks		18,000			18,000				
Parking lot		66,392			66,392				
Dishwasher		4,500			4,500				
Kitchen Upgrades- Replace Makeup Air Unit		38,000			38,000				
Preschool Washroom Update		12,000			12,000				
Handicap accessible washroom		26,000			26,000				
TOTAL SOCIAL & FAMILY SERVICES		164,892	0	0	164,892	0	0	0	0
Memorial Sports Centre									
IFK Compressor #2 Rebuild	P	40,000					40,000		
IFK Brine Pump Filter rebuild	P	5,000					5,000		
REAL ICE Water Purification for Zamboni	V/E	48,000			3,601		44,399		
MSC Pool- Roof Repairs and Insulation	B	40,000					40,000		
Auditorium Flooring	B	40,300					40,300		
Fitness Lobby Flooring	B	14,600					14,600		
Aqua Spin Bikes- 12	V/E	33,943		30,548			3,395		
Ladies Changeroom (flooring and walls)	B	24,000					24,000		
East End Hall	B	10,000					10,000		
		255,843	0	30,548	3,601	0	221,694	0	0
Recreation									
Fitness Equipment (annual)	V/E	10,000					10,000		
Sunny Cove Upgrades	P	8,000					8,000		
Squash Court #2	B	56,000					56,000		
Sorting Gap Marina- Dock Replacement	P	48,000					48,000		
		122,000	0	0	0	0	122,000	0	0

2018 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
Townshend Theatre									
Powered Projector Screen	T	6,500					6,500		
Projector	T	4,500					4,500		
		11,000	0	0	0	0	11,000	0	0
Museum									
Accessible Washroom (Carry over from 2017)	B	52,508	23,629	26,254			2,625		
Ramp at front of Museum	B	43,594	21,797	19,617			2,180		
Hallett Repairs	B	22,600					22,600		
		118,702	45,426	45,871	0	0	27,405	0	0
TOTAL RECREATION & CULTURAL SERVICES		507,545	45,426	76,419	3,601	0	382,099	0	0
Library									
Computer Upgrades	L/B	15,000					15,000		
Maker Space Equipment	L/B	5,000					5,000		
New Library Capital	L/B	4,000					4,000		
Surveillance Upgrade	L/B	1,000					1,000		
Storage Garage		25,000			25,000				
		50,000	0	0	25,000	0	25,000	0	0
PLANNING & DEVELOPMENT									
Building/Planning									
GIS Capital	P	763					763		
Software, Camera and Tablet device for on-site building permit inspection reporting	P	9,160					9,160		
		9,923	0	0	0	0	9,923	0	0

2018 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
<i>Civic Centre</i>									
Upgrades to both the Downstairs Committee Room and Council Chambers- Sound and IT Equipment (Installation of Smart Boards)	B	20,000					20,000		
Conversion Lighting to LED Bulbs	B	16,791		9,307	585		6,899		
New Administration Vehicle- Old one to transfer to CBO	V/E	28,797					28,797		
		65,588	0	9,307	585	0	55,696	0	0
Old Rainy Lake Hotel Site Development - Market Square (2017 Carryover)	P	70,000					70,000		
TOTAL PLANNING & DEVELOPMENT		145,511	0	9,307	585	0	135,619	0	0
TOTAL CAPITAL		8,187,424	100,263	2,438,343	341,078	579,653	2,968,192	0	1,759,895

Corporate Building Reserve Fund	B						544,204		
Federal Gas Tax *	FGT					579,653			
Townshend Theatre	T						11,000		
Library Board Building	L/B						25,000		
Corporate Projects Reserve Fund	P						1,882,647		
Waterworks & Sanitary Sewer Reserve Fund	W/S								0
Corporate Vehicles & Equipment Reserve Fund	V/E						505,341		
						579,653	2,968,192		0
						\$3,547,845			

TOWN OF FORT FRANCESBY-LAW NO. 25/18

(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 2018).

WHEREAS pursuant to Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, ("the Act") as amended, Council on May 14, 2018, passed By-Law No. __/18 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 2018 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, 2018

Second Installment: August 31, 2018

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, 2018.
5. On all taxes in default on January 1st, 2019, 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. xx/18
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 14th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

2018 Tax Rates Summary
By-Law No. 25/18- Schedule "A"

Using OPTA calculated rates on May 4, 2018 3:36PM 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	2.600119	1.967217									2.823341			7.240504		2.574024	0.250000
Education- New Construction			0.01090000	0.01055525	0.01759208	0.00763000	0.00738867	0.01231445	0.00763000	0.00738867	0.01231445	0.01090000	0.00708500	0.00708500	0.01090000	0.00708500		
Fort Frances Town, 5912																		
Education	0.00170000	0.00170000	0.01090000	0.01055525	0.01759208	0.00763000	0.00738867	0.01231445	0.00763000	0.00738867	0.01231445	0.01090000	0.00708500	0.00708500	0.01090000	0.00708500	0.01090000	0.00042500
General	0.01652955	0.04297880	0.03251721	0.03154300	0.05257167	0.02276205	0.02208010	0.03680017	0.02276205	0.02208010	0.03680017	0.04666856	0.03033457	0.03033457	0.11968227	0.07779348	0.04254746	0.00413239
Total Tax Rate	0.01822955	0.04467880	0.04341721	0.04209824	0.07016374	0.03039205	0.02946877	0.04911462	0.03039205	0.02946877	0.04911462	0.05756856	0.03741957	0.03741957	0.13058227	0.08487848	0.05344746	0.00455739

TOWN OF FORT FRANCES
2018 Tax Rates/Levy
By-Law No. 25/18- Schedule "B"

Property	Class	2018 Assessment	2018 Municipal Tax Rates	2018 School Tax Rates	Total Tax Rate	2018 MUNICIPAL TAXES	SCHOOL TAXES	TOTAL TAXES
General								
Farmland	FTEP	175,050	0.00413239	0.00042500	0.00455739	723.37	74.40	797.77
Residential	RTEP	345,818,380	0.01652955	0.00170000	0.01822955	5,716,222.20	587,891.25	6,304,113.45
No-support	RTEP	70,535	0.01652955	0.00170000	0.01822955	1,165.91	119.91	1,285.82
	RTES	67,861,733	0.01652955	0.00170000	0.01822955	1,121,723.91	115,364.95	1,237,088.85
	RTFP	690,500	0.01652955	0.00170000	0.01822955	11,413.65	1,173.85	12,587.50
	RTFS	1,595,567	0.01652955	0.00170000	0.01822955	26,374.00	2,712.46	29,086.47
Multi-Residential	MTEP	13,114,687	0.04297880	0.00170000	0.04467880	563,653.51	22,294.97	585,948.48
	MTES	716,467	0.04297880	0.00170000	0.04467880	30,792.89	1,217.99	32,010.89
	MTFP	59,782	0.04297880	0.00170000	0.04467880	2,569.36	101.63	2,670.99
New MultiResidential	NT	0	0.01652955	0.00170000	0.01822955	0.00	0.00	0.00
Commercial - Low Band	CT	58,520,367	0.03154300	0.01055525	0.04209825	1,845,907.94	617,697.10	2,463,605.04
High Band	CT	3,491,940	0.05257167	0.01759208	0.07016375	183,577.12	61,430.49	245,007.61
	CM	80,500	0.03154300		0.03154300	2,539.21	0.00	2,539.21
	CH	426,750	0.03154300	0.01055525	0.04209825	13,460.98	4,504.45	17,965.43
	DT	532,010	0.03154300	0.01055525	0.04209825	16,781.19	5,615.50	22,396.69
New Construction	XT	1,161,211	0.03154300	0.01055525	0.04209825	36,628.08	12,256.87	48,884.95
Excess Land - Low Band	CU	578,947	0.02208010	0.00738867	0.02946877	12,783.21	4,277.65	17,060.86
High Band	CU	4,110	0.03680017	0.01231445	0.04911462	151.25	50.61	201.86
Vacant Land - Low Band	CX	1,968,961	0.02208010	0.00738867	0.02946877	43,474.86	14,548.00	58,022.86
High Band	CX	0	0.03680017	0.01231445	0.04911462	0.00	0.00	0.00
Industrial	IT	1,559,443	0.04666856	0.01090000	0.05756856	72,776.96	16,997.93	89,774.89
HYDRO/FFPC	IH	413,700	0.04666856	0.01090000	0.05756856	19,306.78	4,509.33	23,816.11
Excess Land	IU	182,540	0.03033457	0.00708500	0.03741957	5,537.27	1,293.30	6,830.57
Vacant Land	IX	928,418	0.03033457	0.00708500	0.03741957	28,163.16	6,577.84	34,741.00
HYDRO - EXCESS LAND	IK	71,800	0.03033457	0.00708500	0.03741957	2,178.02	508.70	2,686.73
Large Industrial	LT	6,236,190	0.11968227	0.01090000	0.13058227	746,361.38	67,974.47	814,335.85
Pipeline	PT	2,974,713	0.04254746	0.01090000	0.05344746	126,566.48	32,424.37	158,990.85
	Sub-total	509,234,301				10,630,832.70	1,581,618.02	12,212,450.72
Payment-In Lieu								
Residential	RPEP	5,891	0.01652955	0.00170000	0.01822955	97.38	10.01	107.39
	RPES	1,259	0.01652955	0.00170000	0.01822955	20.81	2.14	22.95
Commercial	CF	5,353,650	0.03154300	0.01055525	0.04209825	168,870.18	56,509.11	225,379.30
	CG	3,597,162	0.03154300		0.03154300	113,465.28	0.00	113,465.28
	CP	486,800	0.03154300	0.01055525	0.04209825	15,355.13	5,138.30	20,493.43
	Sub-total	9,444,762				297,808.78	61,659.56	359,468.35
	Exempt	65,346,740						
TOTALS		584,025,803				10,928,641.48	1,643,277.59	12,571,919.07

TOWN OF FORT FRANCES

BY-LAW NO. 26/18

(BEING a by-law to delegate certain authority to the Chief Administrative Officer - the *Municipal Act, 2001*)

WHEREAS, on March 26, 2018, Council approved a report from the Town Clerk respecting the delegation of certain Council authority.

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

1. That the following authority, not being legislative in nature, and where not already vested by virtue of any other continuing document or policy be hereby vested in the Chief Administrative Officer:
 - 1) The appointment or removal from office of any officer of the municipality;
 - 2) The hiring or dismissal of any employee of the municipality;
 - 3) The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
 - 4) Making any expenditure or incurring any liability which exceeds \$50,000.
2. The provisions of this by-law do not supercede any delegation of authority to the current Chief Administrative Officer through the provisions of any document or policy that had been entered into, approved or enacted by Council for the Town of Fort Frances prior to this by-law save and except Town of Fort Frances By-Law No. 28/14.
3. Section 1. of this by-law shall come into effect on July 27, 2018 only if the present Council is subject to the "Lame Duck" provisions at section 275 of the *Municipal Act, 2001*.
4. Town of Fort Frances By-Law No. 28/14 is hereby repealed.
5. The provisions of section 1. of this by-law shall not be in effect or extend beyond the date when Council for the term December 1, 2018 to November 15, 2022 is sworn into office.

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 14th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 34/17-A

(Being a by-law to approve an amendment to the transfer payment agreement with the Minister of Infrastructure for funding – Nelson Street)

WHEREAS on May 14, 2018, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee to amend a scope change to the original project.

AND 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 (amendment) 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 14th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT AMENDMENT No. 2**

BETWEEN :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure

(the "Province")

- and -

the Recipient

BACKGROUND

The Government of Canada has approved the requested Scope Change(s) under the Clean Water and Wastewater Fund program. In order to implement this change the Province and Recipient have agreed to amend the Agreement.

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 agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement No.2 have the meanings ascribed to them in the Agreement.
2. Pursuant to section 3.0 of the Agreement, the Agreement is amended as follows:
 - (a) **SUB-SCHEDULE "C.1" PROJECT DESCRIPTION, BUDGET AND TIMELINES** is amending by replacing the project description, budget and timelines with the federally approved scope change(s).
 - (b) **SUB-SCHEDULE "C.2" SUB-PROJECT COST BREAKDOWN:** is amended by replacing the cost break down with the federally approved scope change(s), as per amended Sub-schedule "C.1".
3. All other terms, conditions and provisions shall remain as provided for in the Agreement.

The Parties have executed the Amending Agreement No. 2 on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Infrastructure

April 25/18

Date

Name:

Title:

ADAM REDISH
Assistant Deputy Minister
Infrastructure Policy Division
Ministry of Infrastructure



On behalf of **RECIPIENT**, the undersigned agrees to and accepts the within terms, conditions and provisions for the amendment of the Agreement.

Recipient Full Legal Name: _____
(Municipality/ LSB/ First Nation)

Signature: _____

Name: _____

Title: _____

I have authority to bind the Recipient.

Date:

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET AND TIMELINES

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date	Forecasted End Date	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
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 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.	April 12, 2017	June 30, 2018	\$980,163.88	\$490,081.94	\$0.00	\$245,040.97	\$245,040.97	\$0.00

FF-002	Fort Frances, Town of	Reconstruction of Nelson Street from Mosher Avenue to 90m West	Total reconstruction of the roadway where the water main, sanitary sewer main and storm sewer infrastructure are removed and replaced. The existing 110 meters of 6 inch diameter cast iron water main originally installed in 1916 will be replaced with a new C900 class 150 6 inch diameter PVC water main. The 110 meters of clay tile 12 inch diameter sanitary sewer main originally installed in 1913 c/w all infrastructure will be replaced with new SDR 28 10 inch diameter PVC sanitary sewer. Also the existing residential 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 through the intersection of Nelson Street and Mosher Avenue. In order to install these new water mains , sanitary sewer mains and storm sewer mains the existing surface infrastructure (asphalt curb& gutter and sidewalks) must be removed and replaced. Extension Rationale: We experienced an onset of winter much sooner than typical in 2017 therefore we were not able to complete the installation of the surface course of	May 15, 2017	June 30, 2018	\$723,349.44	\$148,424.06	\$0.00	\$74,212.03	\$284,650.35	\$216,063.00
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the asphalt due to the outdoor air temperature and snow. The installation of the asphalt surface course is all that remains to be completed in 2018 on both the Second Street and Nelson Street road sections. Due to delays in developing the agreement, an extension beyond the March 31, 2018 deadline is required.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

(Being a by-law to approve an agreement with Sunset Protection Systems for Fire Protection and Prevention Services)

WHEREAS on May 14, 2018, Council awarded a tender (No.18-OF-05), on the recommendation of the Operations & Facilities Executive Committee, for Fire Protection and Prevention Services for a three year term starting May 18, 2018 to Sunset Protection Systems with an option to extend for an additional three years.

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

1. That the agreement with Sunset Protection Services 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 14th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk



225 Scott Street Suite 151
Fort Frances, ON P9A 1G8
Fire #968 Highway 11/71
shop(807)270-5625 fax (807)274-0617
admin@sunsetsystems.ca

Name of Contractor: 1113931 Ontario Inc. o/a Sunset Protection Systems

RPF: R.F.P. No. 18-OF-05 Fire Protection and Prevention Services

Name/Title of Authorized Representative of the Contractor (Sunset): Dan DeGagne – General Manager

Name/Title of Authorized Representative of the Employer (TOFF): _____

1. I/We hereby undertake:

- a) To comply with all health and safety and environment legislation in the performance of this Agreement;
- b) To maintain a safe and healthy work environment during the performance of this Agreement;
- c) To adhere to the pricing agreed upon by both the TOFF and Sunset;
- d) To understand that no additional work will be conducted unless authorization has been given by TOFF; and
- e) TOFF to agree to pay Sunset within 30 days of receipt of invoice;

2. I/We hereby agree:

- a) That compliance with WSIB legislation is followed and acknowledges that I cannot bring in other staff or individuals to complete work who are not covered by Sunsets WSIB Certificate of Clearance and Liability Insurance Policy.
- b) That Sunset will keep in force an Insurance Liability Policy amount not less than \$2,000,000 inclusive per occurrence.
- c) To maintain a Town of Fort Frances Business License as required by By-Law 45-12

3. I/We understand that Contractor/TOFF deficiencies will be addressed in the following progressive steps:

- a) The problem will immediately be identified to/by the site technician;
- b) The Contractors head office/TOFF will immediately be contacted about the deficiency, orally and in writing (within 3 working days);
- c) If required by law to immediately report the problem to a provincial and or federal ministry, the TOFF/Sunset may report the problem to the appropriate Ministry(ies);
- d) If not required by law to immediately report the problem, and the problem remains unresolved, the TOFF/Sunset may report the problem to the appropriate Ministry(ies); and
- e) If deficiency is not understandably rectified TOFF/Sunset reserves the right to suspend contract and/or payment till the TOFF/Sunset or Authority having Jurisdiction is satisfied.

4. I/We understand that this agreement can be terminated by either party during the term of the agreement upon provision of ninety (90) days written notice.

5. I/We will adhere to the terms of this agreement and cooperate with the TOFF in its efforts to ensure compliance hereunder.

SIGNED, SEALED AND DELIVERED on the ____ day of _____, 20____.

Sunset Representative (Please Print)

TOFF Representative (please Print)

Signature

Signature

TOWN OF FORT FRANCES

BY-LAW No. xx/18

(Being a by-law to approve an agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development for funding under the Canada Summer Jobs program)

WHEREAS on May 14, 2018, Council approved a report from T. Rob, Manager of Operations & Facilities, which gives approval for the execution of an agreement with the Ministry of Employment and Social Development with respect to funding under the Canada Summer Jobs which is a component of the Youth Employment Strategy.

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

1. That the agreement in the form attached hereto as Schedule “A” with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development be approved for execution.

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 14th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk



CANADA SUMMER JOBS

ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Employment and Social Development
(hereinafter referred to as "Canada")

AND

The Employer identified as the "Legal Name of Employer" on the attached "Canada Summer Jobs - Application/Agreement"
(hereinafter referred to as the "Employer")

Hereinafter collectively referred to as "the Parties"

WHEREAS Canada has established the Canada Summer Jobs, a component of the Youth Employment Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire students to help them in acquiring employment and/or career related skills;

WHEREAS the Employer proposes to hire participant(s) for the Job(s) listed in the "Canada Summer Jobs Application";

AND WHEREAS Canada wishes to make a contribution towards the costs of the Job(s) under the Canada Summer Jobs;

Now, therefore, Canada and the Employer agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments relating thereto form the Agreement between Canada and the Employer:

- (a) the document hereto entitled "Canada Summer Jobs - Application/Agreement";
- (b) the document hereto entitled "Calculation of Approved Canada Summer Jobs Contribution Amount" document.

2.0 INTERPRETATION

2.1 In this Agreement,

"Funding Period" means the period during which the Job is taking place as indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Job" means a job referred to in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Project" means the hiring and Job activities as described in the Application/Agreement;

"Mandatory Employment Related Costs" means payments that the Employer is required by law to make in respect of participants including, but not restricted to, those required for employment insurance, Quebec Parental Insurance Plan, Canada Pension Plan, Quebec Pension Plan, vacation pay, workers' compensation, health insurance in Quebec and Ontario (if applicable), Newfoundland and Labrador Health and Post-Secondary Education Tax in Newfoundland and Labrador, and the Manitoba Health and Education Levy in Manitoba;

"Overhead Costs" means such costs, other than wages and Mandatory Employment Related Costs, incurred by the Employer, which are in compliance with the conditions governing eligible costs set out in this Agreement;

"Participant" means an individual who is hired by the Employer for a Job during the period set out in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document and who:

- (a) is between 15 and 30 years of age (inclusive) at the start of employment;
- (b) was registered as a full-time student during the preceding academic year;
- (c) intends to return to school on a full-time basis during the next academic year;
- (d) is a student in a secondary, post-secondary, CEGEP (Quebec only), vocational or technical program;
- (e) is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act** and;
- (f) is legally entitled to work according to the relevant provincial / territorial legislation and regulations

*Foreign students are not eligible.

Words imparting the singular include the plural and vice versa.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the signature date specified in the document Calculation of Approved Canada Summer Jobs Contribution Amount and, subject to section 3.2, shall expire when Canada issues the final payment unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Employer shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 CANADA'S CONTRIBUTION

4.1 Subject to the terms and conditions of this Agreement, Canada will make a contribution to the Employer towards the costs incurred by the Employer as a result of the provision of the Job(s) to the participant(s) of an amount not exceeding the amount indicated in Box 31 of the "Calculation of Approved Canada Summer Jobs Contribution Amount" document.

4.2 Costs are eligible costs only if they are, in the opinion of Canada, reasonable and directly related to the provisions of the Job(s). Only those costs incurred during the Funding Period are eligible costs. No costs incurred prior to or following the Funding Period are eligible costs.

4.3 When hiring a participant with a disability, the Employer agrees that Canada's contribution towards special equipment facilities and support necessary for the participation shall not exceed the actual costs.

4.4 The amount of Canada's contribution in respect of Mandatory Employment Related Costs incurred in respect of each participant shall not exceed the amount that would be payable if the participant's wages were paid at the provincial or territorial adult minimum wage rate.

4.5 In the event that the hourly wage rate paid by the Employer is less than the hourly wage rate shown in Box 24(g) of the Application/



Agreement, Canada may, in its discretion, reduce the amount of its contribution in respect of those eligible costs.

5.0 APPROPRIATION

5.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

6.0 TERMS OF PAYMENT

6.1 (1) Subject to paragraph (2), Canada's contribution shall be payable upon receipt and verification of a claim made by the Employer in a form prescribed by Canada, such claim to be submitted by the Employer within 30 days following the termination of the Job(s) covered by the Agreement.

(2) Where the Employer is a not-for-profit employer, payment of Canada's contribution may be made as follows:

Where the total value of the contribution is up to \$100,000

- (a) an initial advance payment not exceeding 75% of the estimated total contribution payable under the Agreement; and
- (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

Where the total value of the contribution is from \$100,001 up to \$500,000

- (a) an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and
- (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

Where the total value of the contribution is more than \$500,000

- (a) following receipt of a cash flow forecast, monthly advances covering the Employer's estimated monthly financial requirements payable under the Agreement; and
- (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its funding under this Agreement or terminate the Agreement if:

- (a) The level of funding for the Program named in this Agreement for Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Employer is of the opinion that it will be unable to complete the Project in the manner desired by the Employer, the Employer may terminate the Agreement upon not less than fifteen (15) days written notice to Canada.

8.0 OTHER SOURCES OF FUNDING

Sections 8.2 and 8.3 only apply where the contribution is in excess of \$100,000.

[Option 1 - where the funding from Canada is the only source of financial assistance- Cross out if not applicable]

8.1 The Employer declares that the contribution provided under this Agreement is the only financial assistance for the Job(s) it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source.

[Option 2 - where there are other sources of financial assistance - Cross out if not applicable]

8.1 The Employer declares that it has received or is entitled to receive the following financial assistance for the Job(s) from other sources:

1. \$ 2336 from Organization / Recipient

8.2 The Employer will inform Canada promptly in writing of any additional financial assistance to be received for the Job(s) other than that referred to in section 8.1.

8.3 Where the Employer receives any additional financial assistance for the Job(s) other than the financial assistance referred to in section 8.1, Canada may, in its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received, or if Canada's contribution has already been paid, require repayment of such amount. Upon receipt of notice to repay under this section, the Employer agrees to repay the amount as a debt due to Canada.

9.0 MANAGEMENT OF PROJECT

9.1 The Employer shall:

- (a) provide the participant(s) with the necessary supervision, learning and work experience;
- (b) ensure that the Job(s) are carried out in a safe environment;
- (c) provide the participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary, inform them about the safety equipment required to accomplish their tasks;
- (d) remit Mandatory Employment Related Costs on behalf of the participant(s); and
- (e) inform Canada promptly in writing forthwith of any injury suffered by the participant(s) while carrying out the Job(s).

9.2 The management, supervision and control of the Job(s) are the sole and absolute responsibility of the Employer.

9.3 The Employer shall not, without the prior written consent of Canada, alter the nature of the Job(s) that are described in the Application/Agreement.

10.0 COLLECTION AND PROTECTION OF PARTICIPANT INFORMATION



10.1 The Employer shall complete form EMP5397 for each participant's and forward to Canada within seven (7) days following each participant's first day of work.

10.2 Prior to collecting or compiling the information in form EMP5397, the Employer shall

(a) inform the Participant that funding for the Project is provided by Canada. Canada needs the information referred in the form EMP5397 to:

- (i) validate the eligibility of each participant;
- (ii) measure the results and assess the success of the Project;

(b) obtain the written consent of each Participant for the collection, uses and disclosure of the information in form EMP5397.

10.3 All Participant information referred to in section 10.1 collected or compiled by the Employer shall be treated as confidential and the Employer shall take all security measures reasonably necessary for the protection of any unauthorized release or disclosure, including those set out in any instructions issued by Canada.

10.4 During the course of this Agreement and for a period of six years thereafter, the Employer shall not release or disclose information referred to in section 10.1 about a Participant to any other person or body for any purpose unless the Participant consents to the release or disclosure or unless the person or body is authorized by law to require the Employer to provide information to the person or body.

10.5 Representatives of Canada shall be entitled to verify the Employer's premises at all reasonable times to ensure compliance with the information security requirements of section 10.3.

10.6 Upon expiry of a period of six years after the Project Period, the Employer shall destroy the information referred to in section 10.1 in accordance with instructions issued by Canada.

11.0 ACCESS TO INFORMATION AND PROACTIVE DISCLOSURE

11.1 The Employer acknowledges that Canada is subject to the Access to Information Act (R.S.C., 1985, c. A-1), and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

11.2 The Employer acknowledges that the name of the Employer, the amount of Canada's funding and the general nature of the Training may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

12.0 EMPLOYER DECLARATIONS

12.1 The Employer declares, represents, attests and warrants that:

- (a) no participant will displace or replace existing employees or volunteers, employees that have been laid-off and are awaiting recall, employees absent due to an industrial dispute, employees on vacation, or employees on maternity or paternity leave;
- (b) except where the participant is a person with disabilities or has legitimate barriers to availability, participant(s) will work a minimum of 30 hours per week for a period of six to sixteen weeks. The hours of work will not exceed 40 hours per week;
- (c) no other contribution will be received or claimed for the same portion of a Job and for the same period unless such contribution is provided pursuant to an agreement between the Government of Canada and a Provincial/Territorial government, or with the approval of Canada;
- (d) the Organization "Employer" and any person lobbying on its behalf is in compliance with the Lobbying Act, R.S.C., 1985, c. 44 (4th Supp.) and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding;
- (e) that it has provided Canada with a true and accurate list of all amounts owing to the federal government which are past due and in default or arrears as of the time of the Employer's application for funding. The Employer recognizes that any such amounts owing to the federal government may be deducted from, or set-off against, amounts payable to it under this Agreement.
- (f) the Job(s) will not provide personal services to Employer;
- (g) the Job(s) would not be created without the financial assistance provided under this Agreement; and
- (h) an employer/employee relationship will be established with the participants.
- (i) both the job and the organization's core mandate respect individual human rights in Canada, including the values underlying the Canadian *Charter of Rights and Freedoms* as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability or sexual orientation, or gender identity or expression.

13.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

13.1 The management and supervision of the Project are the sole and absolute responsibility of the Employer. The Employer is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Employer towards the Eligible Expenditures. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Employer shall not represent itself as an agent, employee or partner of Canada.

13.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount". Canada shall not be liable for any loan, capital lease or other long-term obligation which the Employer may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Employer toward another party in relation to the Project.

14.0 INDEMNIFICATION

14.1 The Employer shall, both during and following the funding Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Employer or its employees or agents in connection with anything purported to be or required to be provided by or done by the Employer pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by him or his employees.

15.0 CONFLICT OF INTEREST



15.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

15.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

16.0 NEPOTISM

16.1 No cost incurred by the Employer in relation to a participant who is a member of the Immediate Family of the Employer or, if the Employer, who is a member of the Immediate Family of an officer or a director of the Employer, is eligible for reimbursement under the Agreement unless Canada is satisfied, and agrees in writing before the commencement of the Job, that the hiring of the participant was not the result of favouritism by reason of membership in the Immediate Family of the Employer, officer or director, as the case may be.

16.2 For purposes of section 16.1, "Immediate Family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse or common-law partner, child (including child of common-law partner), step-child, ward, father-in-law, mother-in-law, or any relative permanently residing with the Employer, officer or director, as the case may be.

16.3 For the purpose of section 16.2, "Common-law partner" means a person who is cohabiting with the Employer, officer or director, as the case may be, in a conjugal relationship, having so cohabited with the Employer, officer or director, for a period of at least one year.

17.0 FINANCIAL RECORDS AND AUDIT REQUIREMENTS

17.1 The Employer shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of the financial management of this Agreement. The books of account and records shall include all invoices, receipts and vouchers relating to the expenditures incurred and revenues made in relation to this Agreement, including funding for the Job(s) received from other sources.

17.2 During the course of this Agreement and for a period of six years thereafter, the Employer shall make the books of accounts and records available at all reasonable times for inspection and audit by representatives of Canada to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Employer under this Agreement. The Employer shall permit representatives of Canada to take copies and extracts from such books and records and shall furnish them with such additional information as they may require with reference to them.

18.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

18.1 If, during the Funding Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Employer provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Employer shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

19.0 EVALUATION

19.1 The Employer agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this Agreement that Canada may carry out during the Funding Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Employer agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 19.2 provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Employer.

19.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 19.1 only if the person has given their written consent to the release of the information to Canada. The Employer agrees to make all reasonable efforts to secure such consent during the Funding Period. When providing a person's contact information to Canada, the Employer shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

20.0 DISPOSITION OF ASSETS

20.1 The Employer shall preserve any assets acquired with the contribution and use them for the purposes of carrying out the Job(s) outlined in the Application/Agreement, unless Canada authorizes their disposition.

20.2 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by Canada, any assets referred to in section 20.1 costing \$1000 (before taxes) or more that have been preserved by the Employer shall be:

- (a) sold at fair market value and that the funds realized from such sale be applied to the eligible costs under this Agreement to offset Canada's contribution;
- (b) turned over to another person or organization designated or approved by Canada; or
- (c) disposed of in such other manner as may be determined by Canada.

21.0 TERMINATION OF AGREEMENT

Termination for Default

21.1 (1) The following constitute Events of Default:

- (a) the Employer becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Employer;
- (b) the Employer ceases to operate;
- (c) the Employer is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Employer, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada;
- (e) the Employer has changed the tasks and responsibilities of the participant(s), as described on the Application/Agreement, without Canada's prior approval; or
- (f) the Employer is in breach of the attestation.

(2) If

- (a) an Event of Default specified in paragraph (1)(a), (b) or (f) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within fifteen (15) days of receipt by the Employer of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Employer.

(3) In the event Canada gives the Employer written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

21.2 Canada may also terminate this Agreement at any time without cause upon not less than fifteen (15) days written notice of intention to terminate.

Obligations Relating to Termination and Minimizing Cancellation Costs

21.3 In the event of a termination notice being given by Canada

- a) the Employer shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- b) all eligible costs incurred by the Employer up to the date of termination will be paid by Canada, including the Employer's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Employer and the same are reasonable and properly attributable to the termination of the Agreement.

21.4 The Employer shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Employer to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Employer shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 21 in the event of a termination of this Agreement.

22.0 INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

22.1 Any interest earned on advances of Canada's contribution shall be accounted for by the Employer. Such interest shall be deemed to be part payment of the contribution and shall be used or applied to offset Canada's contribution in respect of the eligible costs under this Agreement.

23.0 REPAYMENT REQUIREMENTS

23.1 Upon expiry or termination of this Agreement, if earlier, the Employer shall immediately repay to Canada any amount by which the contribution paid to the Employer, together with any interest earned thereon, exceeds the amount to which the Employer is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Employer is not entitled include

- (a) the amount of any unspent advance payments of the contribution in the hands of the Employer;
- (b) amounts paid in error or in excess of the amount of costs actually incurred; and
- (c) amounts paid in respect of costs which are determined by Canada to be ineligible.

Such amounts are debts due to Canada.

23.2 Interest shall be charged on overdue debts in accordance with the *Interest and Administrative Charges Regulations* made pursuant to Canada's *Financial Administration Act*.

24.0 REPORTS AND MONITORING OF PROJECT

24.1 The Employer shall provide Canada with such reports concerning the progress of the participants and particulars of the participants as may be requested by Canada. The progress reports shall be in such form and contain such information as may be specified by Canada.

24.2 The Employer shall, upon request, permit representatives of Canada to have access to the site or sites where the Job(s) are carried out to monitor such Job(s).

25.0 ACCESS TO INFORMATION

25.1 Subject to the *Access to Information Act* R.S.C. 1985, c. A-1, all information pertaining to this Agreement is public information and may be disclosed to third parties upon request under the Act.

26.0 INSURANCE

26.1 The Employer shall ensure that it has Workers' Compensation coverage or similar insurance, in accordance with provincial/territorial regulations, in place for the participants for the duration of their Job(s) pursuant to this Agreement.

27.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

27.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

27.2 To enable Canada's participation in any subsequent communications activities about the project; The recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

27.3 The Recipient shall ensure that in all communication activities, publications, advertising (including on social media or websites) include the recognition of Canada's - financial assistance to the project - in a form satisfactory to Canada

28.0 COMPLIANCE WITH LAWS

28.1 The Employer shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including labour regulations in the province or territory where the employment is located; any environmental legislation; and, any legislation regarding protection of information and privacy. The Employer shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

**29.0 AMENDMENT**

29.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by both parties.

30.0 NON-ASSIGNMENT OF AGREEMENT

30.1 The Employer shall not assign this Agreement or any part thereof without the prior written consent of Canada.

31.0 WARRANTY OF AUTHORITY

31.1 The Employer warrants that its representative(s) identified in this application/agreement has (have) the authority to enter into an agreement on its behalf and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.



Calculation of Approved Canada Summer Jobs Contribution Amount

NOTE: Each approved job can only be filled by one student.

Project Number	015433519
Business Number	106984586RT0001
Common Name	Town of Fort Frances
Legal Name	The Corporation of the Town of Fort

Job title	No. of jobs	Start Date	No. of weeks per job	Hrs. per week per job	Total hours	Hourly rate paid to student	ESDC hourly rate contribution	MERCs*	Overhead costs	Approved ESDC contribution
GIS/Engineering Summer Student	1	2018/04/30	8	30	240	\$ 16.73	\$ 7.00	0	\$ 0.00	\$ 1,680.00
Total	1	N/A	N/A	N/A	240	N/A	N/A	N/A	N/A	\$ 1,680.00

* MERCs = Mandatory Employment Related Costs

Period during which the job is taking place: 2018/04/30 - 2018/09/01

32. Approved ESDC contribution \$ 1,680.00	33. Signature on behalf of ESDC _____	34. Position Title _____	35. Date _____
36. Amendment number: 0	37. Signature on behalf of the organization* (may be required) _____	38. Position Title _____	39. Date _____

*I certify that I am authorized to sign on behalf of the employer.

TOWN OF FORT FRANCES

BY-LAW NO. xx/18

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

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

AND WHEREAS on May 14, 2018, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a contribution agreement with Ministry of Transportation under the Connecting Links Program for funding for Mill Road Overpass Reconstruction;

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

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

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

READ THREE TIMES and finally passed in open Council this 14th day of May 2018.

R. Avis, Mayor

E. Slomke, Clerk

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

as represented by the Minister of Transportation

("Ontario")

– and –

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the "Recipient")

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

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

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

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

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

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

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

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

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

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

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

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

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

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

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

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

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

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

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

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

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

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

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

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

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

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

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

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

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

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

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

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

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

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

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

“Minister” means the Minister of Transportation.

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

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

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

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

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

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

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

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

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

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

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

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario’s Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided

under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

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

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2018 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the

Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

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

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and

injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

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

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes

unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

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

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

The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

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

SECTION 13 REPORTS

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

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

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

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.

Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

15.7 Date of Termination. In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

16.1 Terms Binding. The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

16.2 Representatives May Bind Parties. The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.

16.3 Further Assurances. The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

16.4 Agreement Binding. This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.

16.5 Waivers In Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.

16.6 Tolerance Of Indulgence Of Breach Not A Waiver. Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

16.7 Time Is Of The Essence. In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owed To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

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

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to

the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation or Delegate

Name: Linda McAusland
Title: Assistant Deputy Minister,
Provincial Highways Management Division

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

**AFFIX CORPORATE
SEAL**

Date

Name:
Title:

Date

I/We have the authority to bind the Recipient.

SCHEDULE “A” PROJECT DESCRIPTION

Application Project Name: Rehabilitation of the Mill Road Overpass

Approved Project Name: Rehabilitation of the Mill Road Overpass

Project Description: The project is the first rehabilitation of the Mill Road overpass structure including a reconstruction of both approaches and road sections immediately abutting the structure. The Mill Road overpass was constructed in 1985 and in 2016 the design work was completed for the first rehabilitation. In addition to the rehabilitation of the bridge structure, both approaches will be reconstructed as well as the roadway sections immediately adjacent to the structure as these road sections are heavily deteriorated with severe wheel track rutting due to the truck traffic along this road section. The road works will begin at the limits of the 2016 road reconstruction on Colonization Road East and continue north over the Overpass structure terminating 650 meters north at the intersection of Mill Road and Lake Road.

Project Description Details (from Application):

The reconstruction of the Mill Road Overpass project aligns with the first rehabilitation of the bridge structure. The works will include the rehabilitation of the bridge structure including replacement of the expansion joints, deck surface and rehabilitations to the approaches. All structural concrete has been evaluated and repairs will be completed where required including abutment walls and guardrails, this work will include repairs to any reinforcing steel. All corrugated steel storm sewer laterals, deteriorated from years of salt exposure will be replaced with new PVC storm sewer laterals within the road bed prior to failure. All existing concrete catch basin structures are in good condition with deteriorating brickwork, the brickwork will be replaced with the main structures remaining in place.

The road base and asphalt surface will be removed at the base of the approaches, and replaced with new structural granular B type II subbase and granular A base complete with a Geogrid layer and superpave 12.5 asphalt to reduce the likelihood of the return of wheel track rutting in this area. The remaining road surface, approaches and bridge deck will be milled and repaved to bring the surface to new condition. All concrete curb and gutter will be replaced where they are deteriorated or required to be removed for any roadworks. None of the works being completed on this structure are anticipated to affect the rail operations as all works will be taking place on top of the structure or on the abutment walls well back from the active rail line.

SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

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

PART B.2 – INSURANCE REQUIREMENTS

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

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2019. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2020.

PART B.5 – NOTICE AND CONTACT

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

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 905-704-2097 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, Ontario P9A 3P9</p> <p>Attention: Travis M. Rob, Manager of Operations and Facilities Telephone: 807-274-9893 Email: trob@fortfrances.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Two Million, Fifty-Three Thousand, Two Hundred and Seven Dollars (\$2,053,207) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$2,281,341 (Original budget from application)

Percentage of Provincial Support

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

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

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2018 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

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

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2020.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

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MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2018.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

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

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

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

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

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

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

- (a) Costs incurred prior to April 1, 2018 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

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

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

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

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

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

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

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

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

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

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

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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SCHEDULE “G” REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

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

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2018.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

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

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

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

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

VARIANCE EXPLANATION

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

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below] _____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

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

For projects to be completed in 2018-19, a progress report is due on or before July 15, 2018. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

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

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

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

SCHEDULE “G” Continued**Other Progress to date**

Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available

Variance from original approved Project (if any)

If so, explain why and by when?

Attestation by Authorized Official:

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

Name: _____

Title: _____

Date: _____

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

Recipient Municipality Name: _____

Project Name: _____

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

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

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

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

 (Deponent)

 A Commissioner etc.

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

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

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

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

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

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

--

SCHEDULE "G" continued**Section 2. Financial Information**

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

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

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

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

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

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

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

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

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

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

	20
--	----

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

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

Please indicate:

Declaration required for the Project:

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

Certification

I certify that:

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

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

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

Lisa Slomke

From: AMO Communications <communicate@amo.on.ca>
Sent: Thursday, April 19, 2018 2:53 PM
To: Lisa Slomke
Subject: AMO Policy Update - Three Presumptive Cancers for Firefighters Announced

April 19, 2018

Three Presumptive Cancers for Firefighters Announced

Today the Minister of Labour, Kevin Flynn, announced that the Ontario Government is expanding the current regulation to include three additional cancers presumed to be work-related for firefighters under the *Workplace Safety and Insurance Act* (WSIA), [Ontario Increases Cancer Coverage for Firefighters](#).

The regulation adds ovarian and cervical presumptive cancers for female firefighters, and penile cancer for male firefighters. With the expanded presumption, once a firefighter is diagnosed with cervical, ovarian or penile cancer, the claims process for WSIB benefits is expedited, and a causal link between these cancers and a workplace exposure is not required.

The health and safety of municipal employees remains a top priority for municipal governments, as demonstrated by their continuing training and equipment investments to maximize employee safety.

The additional cancers announced today, as with the previous ones, apply to full-time, part-time and volunteer firefighters and fire investigators, and are retroactive to January 1, 1960 (as currently set out in the WSIA). Under the Act, certain prescribed cancers are treated as work-related unless the contrary can be shown.

For Schedule 1 municipalities who pay premiums, there will likely be a small premium increase. Most volunteer firefighters work for Schedule 1 municipalities. For Schedule 2 municipalities (who pay the full costs of claims plus a 30% WSIB Administrative Rate), it is expected that there will be a small fiscal impact for today's presumptive cancer additions. Most full-time firefighters work for Schedule 2 municipalities.

In May 2007, the WSIA was amended to establish presumptions that could be work-related for firefighters and fire investigators. It also provided for regulation-making power to prescribe the diseases and conditions. In 2007 and 2009, the government established a

list of eight cancers and associated service criteria, as well as the circumstances respecting heart injuries. Six presumptive cancers were added in 2014.

It can be noted that the municipal sector has received the highest WSIB Schedule 1 rate increases compared to other Schedule 1 employers over the past few years.

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

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

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

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



From: AMO Communications
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Canada-Ontario Bilateral Agreement Signed for the National Housing Strategy
Date: Monday, April 30, 2018 3:04:20 PM

April 30, 2018

Canada-Ontario Bilateral Agreement Signed for the National Housing Strategy

AMO welcomes today's news that the federal and provincial governments signed a bilateral agreement to implement the National Housing Strategy in Ontario. An overarching national strategy with an Ontario agreement presents the opportunity for all orders of government to proactively work towards supporting Ontarians to meet their immediate needs and future housing hopes.

Key highlights of the agreement are:

- Over ten years, more than \$4.2 billion of investment will protect, renew, and expand social and community housing, and support Ontario's priorities related to housing repair, construction, and affordability.
- The governments of Canada and Ontario will work together on the design and implementation of a new Canada Housing Benefit in Ontario.
- Long-term and predictable funding will start April 1, 2019.

AMO will analyze the impact of this agreement once more details are known, providing members with updates. Further information and clarification is needed on the particulars and next steps, especially how municipal governments in Ontario will be engaged with the implementation.

AMO looks forward to working with both the federal and provincial governments to highlight municipal priorities to guide federal-provincial investments in Ontario. There is much at stake to ensuring the success of this vitally important initiative to facilitate housing stability and prosperity for the residents and communities in Ontario.

For more information, see the National Housing Strategy, [A Place to Call Home](#), on the Government of Canada website and the [news release](#) by the Canada and Mortgage Housing Corporation (CMHC). See also the Government of Ontario's [statement](#).

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416.971.9856

ext. 329.

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

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



From: AMO Communications
To: [Lisa Slomke](#)
Subject: AMO Policy Update - Cannabis Legalization Briefing Materials Available
Date: Tuesday, May 8, 2018 4:46:44 PM

May 8, 2018

Cannabis Legalization Briefing Materials Available

AMO has worked with the Ontario Cannabis Legalization Secretariat in the Ministry of the Attorney General (MAG) to make sure that members have an [up-to-date briefing](#) on cannabis legalization policy in Ontario.

To facilitate the best information possible, the Secretariat has developed a comprehensive briefing deck for AMO members. The brief is available on AMO's [Cannabis Legalization](#) web site tab.

The MAG briefing deck includes information on:

- Details on the \$40 million in municipal cannabis funding from Ontario's excise duty share
- Retail plans and siting in communities, including local engagement
- Road safety, policing supports and updates for public health
- Foundational details on possession, places of use for cannabis, Ontario Cannabis Act penalties, youth diversion from the justice system and others

Also available on AMO's Cannabis Legalization web site tab is a [briefing](#) delivered to the Committee of the Whole of AMO's Board of Directors at its last meeting. This COW deck lays out AMO's policy positions on legal, non-medical cannabis, actions to date as well as future advocacy and policy development directions.

Council members and municipal staff are encouraged to download and read these materials for current information on provincial and federal policy, actions to prepare for legalization and future advocacy directions for municipal governments and their communities.

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

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

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2018 – 2020 AMO BOARD OF DIRECTORS Call for Nominations

April 23, 2018

Monday, April 23, 2018

To: Head and Members of Council
From: Trevor Wilcox, Secretary-Treasurer, AMO

Please be advised that in accordance with the Association's governing by-law, the Secretary-Treasurer is requesting nominations to the 2018 – 2020 AMO Board of Directors.

Attached please find:

- A summary of the offices for which elections will be held at the 2018 Annual Meeting;
- An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who will then serve on the AMO Executive Committee; and
- Nomination Form

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

3.3 Qualifications of Directors.

a) Every Director shall:

- be an individual of eighteen (18) or more years of age;
- be an elected official of a Member Municipality or an employee of a Member Municipality of the Corporation;
- not be an undischarged bankrupt; and
- not be declared incapable.

b) The position of Secretary-Treasurer is to be filled by an employee of a Member Municipality and also meet the qualifications of 3.3 a).

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

A completed Nomination Form and supporting material must be received no later than 12:00 noon on Monday, June 25, 2018. Nominations will not be accepted beyond that date. AMO's Chief Returning Officer, Peter Fay, will certify the nomination. A Nominations Report will be issued no later than Friday, July 27, 2018.

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

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

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

Commitment:

The following is an estimate of time individuals can normally expect to devote for service on the AMO Board of Directors and Executive Committee (i.e. Chair of each Caucus).

Executive Meetings: 10 days

Memorandum of Understanding Meetings: 8 days
(Executive Committee only)

Board Meetings: 6 days

AMO Conference: 3 days

Other Commitments: up to 6 days, depending on interest
(task forces, other meetings)

Board Meetings:

Board meetings are normally held on the fourth Friday in September, November, January, March and June and on the Saturday and Sunday in advance of the AMO Annual Conference in August. The June meeting is normally held in the President's or Secretary-Treasurer's home municipality. In addition to the Board meetings, Board members may also serve on AMO Task Forces.

Executive Meetings:

Executive meetings are held on the Thursday before a scheduled Board meeting and on the fourth Thursday of the month when there is no Board meeting. Memorandum of Understanding (MOU) meetings are specifically scheduled annually in concert with the Ministry of Municipal Affairs.

AMO Board/Executive/Volunteer Expense Reimbursement Policy

This policy applies to members of the Executive and Board as it relates to Executive Committee meetings (including MOU meetings) and Board of Directors meetings.

Travel Expense:

AMO will reimburse travel expenses in excess of \$300.00 per meeting for AMO Board of Directors, AMO Executive Committee meetings, and MOU meetings, which are generally held in the City of Toronto or the President or Secretary-Treasurer's municipality. Travel expenses refer to airfare, train fare, car mileage, public transit, and parking costs, and shall not apply to AMO Board of Directors/Executive meetings that are held prior to or following the AMO Annual Conference, Urban Symposium or Counties, Regions and Single Tier Symposium. Members are expected to make the most efficient and cost effective travel arrangements.

Mileage Rates:

Automobile travel allowance rates are

- 54 cents for the first 5,000 kilometers, and
- 48 cents for each additional kilometer.

AMO's mileage rate is based on Revenue Canada's current "Automobile Deduction Limits and Expense Benefit Rates for Business" and is adjusted annually to reflect any changes.

Accommodation/Meals:

There is no provision for the reimbursement of accommodation and meals.

Northern Ontario Exception:

Northern Ontario Executive Committee and Board members are expected to take advantage of airfare savings, and make the most efficient and cost effective travel arrangements. As some Northern Ontario board/executive members have connecting flights making it impossible to complete their travel without incurring accommodation and meal expenses, then AMO will reimburse a maximum of three days accommodation and meal expenses.

Notice of Elections:

Elections will be held for the 2018 – 2020 AMO Board of Directors consistent with the AMO By-law No. 1. Positions include:

- President (must be a municipal elected official).
- Secretary-Treasurer (must be a municipal staff official).
- 6 County Caucus Directors. To be Elected: Three elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Officials: Chairs of the Eastern and Western Ontario Wardens Caucuses.
- 7 Large Urban Caucus Directors. To be Elected: Five elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of the Large Urban Mayors' Caucus of Ontario.
- 6 Northern Caucus Directors. To be Elected: Four elected officials to be elected by caucus constituency at the conference: two from the Northeast and two from the Northwest. Appointed Officials: Chairs of the Federation of Northern Ontario Municipalities and the Northern Ontario Municipal Association.
- 7 Regional and Single Tier Caucus Directors. To be Elected: Six elected officials to be elected by caucus constituency at the conference. Appointed Official: Chair of the Mayors and Regional Chairs of Ontario's Single Tier Cities and Regions.
- 6 Rural Caucus Directors. To be Elected: Four elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of the Rural Ontario Municipal Association.
- 6 Small Urban Caucus Directors. To be Elected: Four elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of Ontario Small Urban Municipalities.

Each of the above elected caucus members shall serve a two-year term.

*Excerpt from AMO Bylaw No. 2, Section 3.4 (e): No Member Municipality may be represented on the Board by more than one Director elected to the Board (either a municipal elected official or a municipal employee) except in the case where the Director is an appointed Director as set out in Section 3.4 b) ii), or the City of Toronto (Section 3.4 c).

NOMINATION FORM
2018 – 2020 AMO Board of Directors

- It is the responsibility of the person nominated to file a complete and accurate Nomination Form.
- Nominations will be accepted no later than **12:00 noon Monday, June 25, 2018.**
- Council Resolution of support must be attached, and must specify the Board Office position.

Send completed forms to:

Pat Vanini, Executive Director
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6
Email: amoelections@amo.on.ca
Fax: 416-971-6191

Please type or print clearly:

Nominee's Name, as it is to appear on the ballot

Nominee's Municipal Position Title

Nominee's Municipality

Address

Municipality and Postal Code

Nominee's Email address and phone number

Nominated for the Office of (check one only):

- ☐ President
- ☐ Secretary-Treasurer
- ☐ Director County Caucus
- ☐ Director Large Urban Caucus
- ☐ Director Northern Caucus
- ☐ Director Regional & Single Tier Caucus
- ☐ Director Rural Caucus
- ☐ Director Small Urban Caucus

- ☐ *A Council Resolution confirming Board Office Nomination and Council support for the Nomination is ATTACHED*

Consent of Nominee and Statement of Qualification:

I, the Nominee mentioned in this Nomination Form do hereby consent to such Nomination and declare that I am qualified to be elected and to hold the office for which I am nominated.

Signature of Nominee and date

Certificate of AMO's Chief Returning Officer:

I, Peter Fay, the Chief Returning Officer, appointed by the Association of Municipalities of Ontario, to officiate over these elections, do hereby certify that I have examined the Nomination Form of the aforementioned Nominee filed with me and am satisfied that such Nominee is qualified to be nominated to the office indicated above.

Signature of Chief Returning Officer and date

Date Nomination Form received in AMO Office

in c**Q**nversation

There are big topics that will impact Ontario municipal governments. Pull up a chair and join AMO in conversation with...



Shawn Kanungo
on *"We Are On The Brink Of
a Revolution: The Future of
Government"*



Nik Nanos
on *"Citizens and Municipal
Governments Polling
Results"*

Other topics:

- Tariff wars and trade agreements
- Legalized recreational cannabis meets communities
- Funding infrastructure in a municipal asset management world
- Life in a post-OMB world
- The wonderful world of waste
- And so much more, including the Premier and Cabinet Ministers.

Elections for the AMO President, Secretary-Treasurer and members of its six caucuses that form the AMO Board of Directors will take place over Monday and Tuesday. Nomination details will be forwarded in May.

The Tuesday Evening Social will be held at the Canadian War Museum – Canada's national museum of military history. This evening is a chance for delegates to tour the museum, reflect on the exhibitions and network at one of the world's most respected museums for the study and understanding of armed conflict.

Don't delay, register today at

Agenda.

This at a glance agenda is for reference only. Programming details will be posted at amo.on.ca
Times are subject to change.

Day 1: Sunday, August 19, 2018

8:30 AM Registration Opens
10:00 AM Pre-Conference Clinics
(please note these sessions are add-ons to your Conference Registration)
2:00 PM Trade Show Opens
3:00 PM Conference Educational Programming
6:00 PM AMO Kick-Off Reception
8:00 PM City of Ottawa Welcome Reception

Day 2: Monday, August 20, 2018

Elections for the AMO President, Secretary-Treasurer and members of its six caucuses that form the AMO Board of Directors will take place over Monday and Tuesday.

7:30 AM Registration Opens
8:00 AM Conference Educational Programming
12:00 PM AMO Caucus Lunches
1:45 PM Conference Educational Programming
5:00 PM AMO Power Down Reception
6:00 PM Networking Events hosted by Program Partners

Day 3: Tuesday, August 21, 2018

7:30 AM Registration Opens
8:00 AM Insight Breakfast hosted by Program Partners
9:00 AM Conference Educational Programming
12:00 PM Learning Lunches
1:30 PM Conference Educational Programming
5:00 PM Networking Events hosted by Program Partners
6:30 PM AMO Tuesday Evening Social
(off-site event at the Canadian War Museum)

Day 4: Wednesday, August 22, 2018

7:30 AM Registration Opens
8:00 AM Insight Breakfast hosted by Program Partners
9:00 AM Conference Educational Programming
11:30 AM Conference Adjourns

Please note Conference Educational Programming includes:

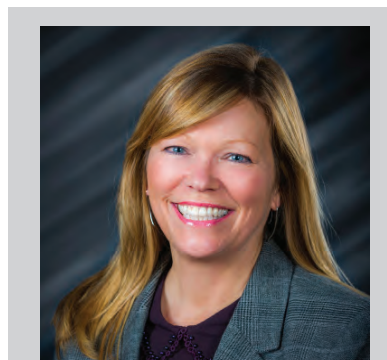
- Keynote Speakers
- Plenary Sessions
- Concurrent Sessions
- Learning Lounge Sessions



Shawn Kanungo
on *"We Are On The Brink Of
a Revolution: The Future of
Government"*



Nik Nanos
on *"Citizens and Municipal
Governments Polling
Results"*



Lynn Dollin
President
Association of
Municipalities of Ontario

Part B: Delegate Packages.

AGENDA ITEM #8.1

Register Today!

200 University Ave, Ste 801. Toronto, ON, M5H3C6
events.amo.on.ca
fax 416.971.9372

Delegate Package A: Full Conference

This package includes:

- Access to all scheduled conference educational programming on Monday, Tuesday and Wednesday
- Access to all scheduled conference networking events and receptions on Sunday, Monday and Tuesday
- One ticket to the Tuesday evening social event (off-site)
- A Monday Lunch Ticket
- A Tuesday lunch ticket, you will be asked to pre-select the lunch topic you wish to attend, 60 days prior to the Conference
- Access to the Tuesday and Wednesday Insight Breakfasts
- Access to all the presentations post-Conference

Delegate Package B: Education +

(Full Conference, not including the Tuesday Evening Social)

This package includes:

- Access to all scheduled conference educational programming on Monday, Tuesday and Wednesday
- Access to all scheduled conference networking events and receptions on Sunday, Monday and Tuesday
- A Monday Lunch Ticket
- A Tuesday lunch ticket, you will be asked to pre-select the lunch topic you wish to attend, 60 days prior to the Conference
- Access to the Tuesday and Wednesday Insight Breakfasts
- Access to all the presentations post-Conference

Delegates Package C: Day Rate

This package includes:

- Access to all scheduled conference educational programming and networking events on the day of your choosing
- If you choose Monday, a Lunch will be assigned
- If attending Tuesday, you will be asked to pre-select the lunch topic you wish to attend, 60 days prior to the Conference
- Access to the Tuesday or Wednesday Insight Breakfasts

Package A: Full Conference Rates

	Regular (after March 2, 2018)
Members	\$ 830.00
Non Members	\$ 1,025.00
Students*	\$ 465.00

Package B: Education +

	Regular (after March 2, 2018)
Members	\$ 780.00
Non Members	\$ 950.00
Students*	\$ 430.00

Package C: Day Rate

This is a per day rate. If you wish to attend one or two days please choose this option on the registration form. To attend Monday, Tuesday and Wednesday, please select either Package A or B for the best rates.

	Regular (after March 2, 2018)
Members	\$ 550.00
Non Members	\$ 650.00
Students*	\$ 300.00

* In order to be eligible for a student rate, please provide a copy of your current student i.d. at time of registration. This rate is open to all full-time secondary and post-secondary students.

Part B: Partner Package & Add-Ons.

AGENDA ITEM #8.1

Register Today!

200 University Ave, Ste 801. Toronto, ON, M5H3C6
events.amo.on.ca
fax 416.971.9372

Conference Social Pass:

AMO is once again offering a Social Pass for Partners. These passes provide partners access to the social and networking events that are part of the scheduled Conference programming. AMO offers two options:

1. Social Pass A. This pass includes:

- Access to all scheduled conference networking events and receptions on Sunday, Monday and Tuesday
- One ticket to the Tuesday evening social event (off-site)
- Access to the trade show on Sunday

2. Social Pass B. This pass includes:

- Access to all scheduled conference networking events and receptions on Sunday, Monday and Tuesday
- Access to the trade show on Sunday

Conference Social Pass Rates:

Please note partners must attend with a registered delegate.

	Conference Social Pass Rate
Social Pass A	\$ 125.00
Social Pass B	\$ 50.00

If you are purchasing a social pass for a partner please ensure that the pass purchased matches the Delegate Package purchased. For example Social Pass A provides the same social access as Delegate Package A, and Social Pass B provides the same social access as Delegate Package B.

Pre-Conference Clinics:

These two-hour clinics are available to purchase as part of your Conference experience. These sessions will run concurrently on Sunday, August 19, 2018 from 10:00 am to Noon.

1. Social Media Clinic

This is a hands-on, practical social media training workshop that will be available for delegates attending the 2018 AMO Conference. The focus will be on how to create compelling content, manage the risks, and maximize the rewards. It will also cover developing social media policies and plans that reflect current social media and traditional media environments.

2. Codes of Conduct Clinic

Code of conducts serve a number of purposes. One is to help establish and clearly communicate the sort of behaviors prioritized in your municipal workplace. This 2-hour clinic looks at what your code of conduct must include and what you should have. Bring your current codes to fully participate in this interactive session.

Pre-Conference Clinics Rate:

	Clinic Rate
Members	\$ 145.00
Non Members	\$ 180.00

Registration.

Register Today!

200 University Ave, Ste 801. Toronto, ON, M5H3C6
 events.amo.on.ca
 fax 416.971.9372

Delegate Contact Information: All information below needs to be the registered delegate, even if someone else is completing the registration form.

First Name: _____ Last Name: _____

Title: _____ Organization: _____

Full Mailing Address: _____

Office Phone: _____ Cell Number: _____

E-mail: _____

Special Needs (e.g. accessibility, diet): _____

Registration Selections: Please select the delegates package and add-ons. Rates do not include HST.
 Early Bird Rates in effect until March 2, 2018

1. Delegate Registration

		Regular		
		Members	Non Members	Student
	Package A	\$ 830.00	\$ 1,025.00	\$ 465.00
	Package B	\$ 780.00	\$ 950.00	\$ 430.00
	Monday	\$ 560.00	\$ 650.00	\$ 300.00
	Tuesday	\$ 560.00	\$ 650.00	\$ 300.00
	Wednesday	\$ 560.00	\$ 650.00	\$ 300.00

2. Conference Social Pass for Partners

		Rate
	Social Pass A	\$ 125.00
	Social Pass B	\$ 50.00

3. AMO Caucus Selection: To vote in the 2018 AMO Board Elections, elected officials from AMO's 2018 Municipal Membership **must** identify which Caucus they wish to vote in at time of registration. Please consider carefully prior to selection. SELECTION IS REQUIRED.

☐ County
 ☐ Large Urban
 ☐ Northern
 ☐ Regional and Single Tier
 ☐ Rural
 ☐ Small Urban

4. Tuesday Lunch: Please indicate if you wish to attend lunch on Tuesday. If you select yes, you will be asked to pre-select the lunch topic you wish to attend, 60 days prior to the Conference. If you select no, you will not have access to a lunch on Tuesday.

☐ Yes
 ☐ No

5. Add-Ons: Please indicate what, if any, pre-conference clinics you wish to purchase for Sunday, August 19 from 10:00 am to Noon.

		Members	Non Members
	Social Media	\$ 145.00	\$ 180.00
	Codes of Conduct	\$ 145.00	\$ 180.00

Part C Registration Payment.

AGENDA ITEM #8.1

Register Today!

200 University Ave, Ste 801. Toronto, ON, M5H3C6
events.amo.on.ca
fax 416.971.9372

Remittance: Please note rates listed on previous page do not include HST.

	\$
1. Delegate Package	
2. Partner Pass	
5. Add On	
HST (13%)	
TOTAL TO BE REMITTED:	

Payment Method:

☐ Visa

☐ MasterCard

☐ Cheque payable to Association of Municipalities of Ontario

Card Number

Please provide contact information for the cardholder if different from the delegate registered. This information will only be used if any issues arise in payment.

Expiry Date

Name on Card

Phone Number

Signature

E-mail Address

Please note:

- A confirmation notice will be sent to the delegate e-mail for all registration, modifications or cancellations. Review your confirmation carefully for accuracy.
- Payments by cheque must be postmarked before August 16, 2018 in order to receive regular bird pricing. Registrations received after August 16, 2018 at 4:00 pm will be processed at the on-site rate.
- All cancellations must be submitted in writing to the Association of Municipalities of Ontario via e-mail at events@amo.on.ca. Cancellations received prior to 4:00 pm ET, July 6, 2018 will be eligible for a refund less \$95.00 (plus HST) administration fee. Cancellations made after 4:00 pm are non-refundable. An alternate attendee name may be substituted at any time.
- Please note that registrations received after July 6, 2018 are not guaranteed their first choices for lunches due to space constraints, AMO will do its best to accommodate.
- Registration forms that are not complete will not be processed, please ensure the details you have provided are correct and complete.
- Registration inquiries can be directed to events@amo.on.ca or by calling 416.971.9856

CLICK HERE TO SUBMIT VIA E-MAIL

or email to events@amo.on.ca

or fax to 416.971.9372

or mail to: 200 University Avenue, Suite 801
Toronto, ON., M5V 4B2

For AMO use
HST #106732944

Notes:

From: AMO Communications
To: [Kathy Lawson](#)
Subject: AMO WatchFile - May 10, 2018
Date: May-10-18 9:04:59 AM

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



May 10, 2018

In This Issue

- Addressing the municipal transportation infrastructure deficit challenge.
- It's official - the Ontario election is on. Get AMO's tool kit.
- AMO's provincial election platform chart is now online!
- Deadline extended for Gas Tax Awards - Apply now!
- *Construction Act* - What it means to municipalities.
- Ontario's Interactive Treaties Map released for beta-testing.
- It's official - Fire regulations have passed.
- We Are on the Brink of a Revolution: The Future of Government.
- Hashtags. Emojis. Selfies.
- So, You Want to Run for Council?
- We may have to add more spots!
- Register for upcoming LAS Town Hall in Gananoque.
- West Lincoln resolution re: cannabis for medical purposes and Health Canada approvals.
- Control more than your light levels.
- Careers with Thunder Bay DSSAB, OPS, Redbrick and SWIFT.

Guest Column*

In [this article](#), Michael McSweeney, the president and CEO of the Cement Association of Canada, addresses how politicians facing growing infrastructure deficits can get better value for their taxpayers.

AMO Matters

The provincial election is officially "ON" - Check out [AMO's election tool kit](#) for shareable info on why Ontario's municipalities need a **greater local say** in how services are delivered, and a **greater local share** of revenue. You can also listen to last week's [podcast](#) with AMO President Lynn Dollin on how to get municipal matters on the election agenda.

AMO has prepared a provincial election platform tracking chart for municipal governments that compares party commitments against AMO's 'Local Share, Local Say' election lens. [Check it out today!](#)

Do you have an excellent federal Gas Tax project? [Answer five simple questions to apply for a 2018 AMO Gas Tax Award](#). Application deadline extended to May 31.

Provincial Matters

To assist municipalities with implementing the [Construction Act regulations](#), Gowlings LLP is hosting a seminar on the impact of Bill 142 on municipalities and public sector. We encourage you to [register today](#).

Ontario has released an [interactive map on treaties and reserves](#) to increase awareness of Ontario's treaty landscape. Municipal governments can provide input to improve the map until July 2018.

On May 8, the Ministry of Community Safety and Correctional Services passed three fire regulations. To learn more about these changes join our [webinar](#) next Wednesday, May 16, 12:00 p.m.

Eye on Events

We Are on the Brink of a Revolution: The Future of Government. Hear from leading digital strategist, Shawn Kanungo on the AMO main stage, where he addresses through his hands-on experience what leaders need to understand in this digital age. [Learn more](#) about Shawn and other programming details and register today.

Hashtags. Emojis. Selfies. What are they? When are they appropriate? How to use them? Join AMO and Redbrick Communications on Sunday, August 19th, 10:00 a.m. to noon at the Westin Ottawa, for a hands-on Social Media Clinic. This clinic will focus on how to create compelling content that maximizes the rewards of social media. [Register today](#). Please note you do not need to register for the AMO Conference to attend this clinic.

So You Want to Run for Council? AMO presents this updated for 2018 course that will provide an overview of what you should know before you decide to run for municipal office and sign your candidacy. The course contains quotes from Ontario municipal councillors, links to relevant sites, materials, and Acts, participatory elements such as short knowledge quizzes, and a learning journal which can be printed at the end of the course. [Register today](#).

The AMO Trade Show has only 5 spots remaining on the show floor - we may have to add more spots! If you are a municipal supplier or vendor with a product or service that would benefit the municipal sector - then this is a must not miss show for you. AMO's AGM and Annual Conference boasts one of the largest municipal trade shows in Canada. [Find out more](#) on what opportunities we can offer you to get your company out in front of the municipal sector.

LAS' fourth Town Hall of 2018 takes place in Gananoque on May 17, from 10:30 a.m. - 1 p.m. Join us for a few hours and learn how our programs and services can help your municipality. [Register today!](#)

LAS

Outdoor area lighting is a major contributor to municipal energy use, but also offers an opportunity to reduce energy consumption and operating costs in a very publicly visible manner. [Learn more about adaptive controls](#) and the ways they can help municipalities reduce their energy costs.

Municipal Wire*

[West Lincoln resolution](#), regarding cannabis for medical purposes and Health Canada approvals, requests that Health Canada and all other agencies and levels of government who are involved in the licensing process, review and consider the comments and concerns noted in the resolution.

Careers

[Supervisor, Intake Department - The District of Thunder Bay Social Services Administration Board](#).

Applications must reference the competition number and be submitted by 4:30 p.m. May 18, 2018.

Applications ([external](#) / [internal](#)) may be sent by mail or dropped off at Human Resources, The District of Thunder Bay Social Services Administration Board, 231 May Street South, Thunder Bay, ON, P7E 1B5, emailed to careers@tbdssab.ca, or faxed to 807.345.2466.

[Team Lead - Policy Coordination - Ontario Public Service](#). Employer: Ontario Ministry of Municipal Affairs / Ministry of Housing. Please [apply online](#), only, by Friday, May 18, 2018, and entering Job ID 122800 in the Job ID search field.

[Multimedia Designer - Redbrick Communications](#). Please send applications to hr@redbrick.ca. For a complete job description refer to the posting available on [Redbrick's website](#).

[Administrative Assistant \(part-time\) - Redbrick Communications](#). Please send applications to hr@redbrick.ca. For a complete job description refer to the posting available on [Redbrick's website](#).

Communications Manager - SWIFT (Southwestern Integrated Fibre Technology Inc.). Please submit your cover letter and resume no later than 4:00 pm, Monday, May 28, 2018 by email to employment@swiftnetwork.ca with Communications Manager in the title of the email. This position is full time.

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.



Please consider the environment
before printing this.

Association of Municipalities of Ontario
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Ministry of Citizenship and
Immigration

Minister

6th Floor
400 University Avenue
Toronto ON M7A 2R9

Tel.: (416) 325-6200
Fax: (416) 325-6195

Ministère des Affaires civiques et
de l'Immigration

Ministre

6^e étage
400, avenue University
Toronto ON M7A 2R9

Tél.: (416) 325-6200
Télééc.: (416) 325-6195



March 2018

Dear Friends,

Throughout the year, Ontarians from all walks of life play a vital role in championing diversity and the richness it brings to the province.

Today, I am writing to encourage you to submit a nomination for the **Champion of Diversity Award** so that outstanding individuals, groups and employers receive the recognition they deserve for actively promoting diversity and inclusion and immigrant economic success in Ontario. You can submit a nomination under the following award categories:

- Inclusion and Diversity
- Cross-Cultural Understanding
- Business Leadership in Immigrant Employment

To submit a nomination for this award:

- a) Visit ontario.ca/honoursandawards.
- b) Select the **Inclusion** category.
- c) Click on **Champion of Diversity Award**.
- d) Download the PDF form.
- e) Read the eligibility criteria and instructions carefully.
- f) Fill out the form, then submit it **no later than May 15, 2018**. Instructions for submitting your nomination package can be found on the website.

If you have any questions please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391, or email ontariohonoursandawards@ontario.ca.

Thank you for your support of this important recognition program.

Sincerely,

Laura Albanese
Minister

From: noreply@salesforce.com
To: [Lisa Slomke](#)
Subject: 2018 Premier's Award for Agri-Food Innovation Excellence / Prix de la première ministre pour l'excellence en innovation agroalimentaire 2018
Date: Tuesday, May 1, 2018 11:00:07 AM

This communication is in both English and French. The French-language message can be found immediately after the English-language message.

****Note: May 25, 2018 is the deadline***

I am writing to remind you and your colleagues of the May 25, 2018 application deadline for the Premier's Award for Agri-Food Innovation Excellence program and to encourage you to share this information.

The Premier's Award for Agri-Food Innovation Excellence program was created to recognize and foster the spirit of innovation that thrives in Ontario's agricultural sector. It encourages the development of rural communities, farms, agri-food processors and agri-food organizations by adding value to existing products, creating jobs and driving economic growth.

Each year the program recognizes up to 45 innovations across the province. Award recipients will receive \$5,000, a plaque, gate sign and various promotional materials. In addition, there will be a Premier's Award valued at \$75,000, a Minister's Award valued at \$50,000 and three Leaders in Innovation Awards valued at \$25,000 each.

Primary producers, processors and agri-food organizations are invited to submit applications. Details on eligibility, innovation categories, assessment criteria, and the application and selection process can be found in the 2018 Program Guidebook and Application Form at: www.ontario.ca/agrifoodinnovation.

Your support in encouraging outstanding agriculture and agri-food innovators to submit an application by the deadline of **11:59 p.m. on May 25, 2018** is appreciated. Questions can be directed to the Agricultural Information Contact Centre (AICC) at 1-877-424-1300 or ag.info.omafra@ontario.ca.

A description of the award winning innovations by year (2006 through 2017) can be viewed at www.ontario.ca/agrifoodinnovation.

****Nota: Le 25 mai 2018 est la date limite***

Je vous écris pour vous rappeler et rappeler à vos membres que la date limite pour présenter une demande dans le cadre du Programme des prix de la première ministre pour l'excellence en innovation agroalimentaire est le 25 mai 2018. Je vous encourage de plus à diffuser cette information.

Ce programme a été créé afin d'honorer et de favoriser l'esprit d'innovation au sein du secteur agricole de l'Ontario. Il encourage le développement des collectivités rurales, des exploitations agricoles, des entreprises de transformation agroalimentaires et des organismes agroalimentaires en ajoutant de la valeur à des produits existants, en créant des emplois et en stimulant la croissance économique.

Chaque année, le programme honore jusqu'à 45 innovations à l'échelle de la province. Les lauréats recevront jusqu'à 5 000 \$, une plaque, un écriteau et différents documents promotionnels. Il y aura aussi un Prix de la première ministre d'une valeur de 75 000 \$, un Prix ministériel d'une valeur de 50 000 \$ et trois Prix du chef de file en innovation d'une valeur de 25 000 \$ chacun.

Les producteurs primaires, les entreprises de transformation et les organismes agroalimentaires sont invités à présenter leur candidature. Les détails concernant l'admissibilité, les catégories d'innovation, les critères d'évaluation, le processus de demande et de sélection se trouvent dans le guide du programme et dans le formulaire de demande pour 2018 à l'adresse suivante : www.ontario.ca/innovationagroalimentaire.

Nous vous remercions de votre soutien pour encourager les innovateurs exceptionnels agricoles et agroalimentaires à présenter une demande d'ici la date limite du **25 mai 2018 23 h 59**. Si vous avez des questions, communiquez avec le Centre d'information agricole au 1 877 424-1300 ou à l'adresse ag.info.omafr@ontario.ca.

Il est possible de consulter une description des innovations lauréates d'un prix par année (de 2006 à 2017) au www.ontario.ca/innovationagroalimentaire.

Respectfully yours,

George Borovilos
Director
Regional Economic Development Branch
Ontario Ministry of Agriculture, Food and Rural Affairs



**Minister of
Seniors Affairs**

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

**Ministre des Affaires
des personnes âgées**

6e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710
Téléc.: (416) 325-4787



Ontario

May 4, 2018

Dear Friends:

June is Ontario's 34th annual Seniors' Month. This year's theme, "Now's the time to start something new," highlights how aging does not prevent any of us from leading fulfilling lives. Seniors continue to contribute to our community and we can all benefit from their wisdom, friendship, and experience.

To help spread the word, we have enclosed a copy of this year's poster in English and French. If you would like additional copies, please send an email to infoseniors@ontario.ca and indicate the quantity you require and your full mailing address. Posters are available while quantities last.

Finally, I continue to encourage everyone to celebrate Seniors' Month by hosting an event in your community. For more information about programs and services that are available to help seniors lead a healthy, active, and engaged life over 65, please visit our new website ontario.ca/AgingWell.

Thank you for your continued support and for celebrating Ontario's seniors.

Sincerely,

Dipika Damerla
Minister

Enclosure



Now's the time to start something new

June is Seniors' Month in Ontario

Find programs and services in your community

ontario.ca/AgingWell

From: Minister of Infrastructure
To: [Minister of Infrastructure](#)
Subject: A message from the Minister of Infrastructure / Un message du Ministre de l'Infrastructure
Date: May-04-18 1:23:31 PM

Dear Mayor/CAO/Stakeholder:

As you know, in December 2017 the province introduced a new regulation, [Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure](#), under the *Infrastructure for Jobs and Prosperity Act, 2015*. The new regulation builds on the province's 2012 Guide to Asset Management Planning and is the critical next step for advancing evidence-based decision-making.

As part of our consultations on the regulation, we heard from municipalities that tools and supports are needed to help implement the requirements. That is why, as part of the introduction of the new regulation in December 2017, we committed \$25 million over five years to offer a suite of tools and supports. This commitment was reaffirmed in the 2018 Budget. I am pleased to share further details regarding this commitment. The province will deliver the tools and supports through a three stage plan.

The first stage will focus on spreading knowledge of best practices. As part of this stage, the province is partnering with Asset Management Ontario (AMOnt) on an initiative that will expand their community of practice work to municipalities across the province. Starting this year, AMOnt will deliver a series of activities, such as group seminars, online forums, peer reviews, and practitioner-led working groups. More information will be made available on their [website](#) soon. We have also partnered with the Municipal Finance Officers Association of Ontario (MFOA) to create a toolkit to help municipalities develop a strategic asset management policy, which is required under the new regulation. This toolkit will be made available in the coming weeks on MFOA's [website](#).

Under the second stage, the province is partnering with MFOA to provide small municipalities with in-person expert asset management plan assessments and localized action plans. Through this initiative, asset management experts will travel to communities, assess current asset management plans, identify opportunities for improvement, and provide expert advice that is tailored to the needs of each municipality. For some small communities with limited resources, this assistance may also include preliminary planning work (e.g. lifecycle costing) as time and program resources permit. This initiative will be implemented using a phased approach, starting with municipalities with populations under 5,000, and expanding to municipalities with populations up to 25,000 over time. MFOA will be connecting with eligible communities directly over the next few months.

In the third and final stage, the province intends to deliver a direct support program to municipalities that will build upon the progress made under the first two stages. This initiative will provide direct support to municipalities to help them complete asset management planning activities, such as condition assessments, levels of service measurements and lifecycle costing. Based on what we heard through consultations, we plan to target funding to small communities in particular. Through the Association of Municipalities Ontario (AMO) and other partner organizations, we look forward to hearing your feedback on the proposed program prior to launching in 2019. More details will be provided at that time.

Lastly, I am pleased to announce the completion of two additional tools that will further support municipalities in their asset management planning efforts. With previous funding support from the province, MFOA has developed an [Asset Management Community of Practice Guide](#) that will help municipalities come together to establish their own community of practice, as well as an [Asset Management Self-Assessment Tool](#) that will let municipalities evaluate their asset management planning maturity.

Asset management planning is vital for the future of our communities and is more important than ever, given significant and growing infrastructure pressures and new challenges resulting from a changing climate. We are confident that the tools and supports that are being made available will help Ontario municipalities to better anticipate their infrastructure investment needs, prevent assets from deteriorating, save money over the long term, and ensure that local infrastructure supports the needs of their community.

If you have questions, please do not hesitate to contact us at MunicipalAssetManagement@ontario.ca.

Sincerely,

[Original signed by]

Bob Chiarelli
Minister

c: Pat Vanini, Executive Director, Association of Municipalities Ontario
Dan Cowin, Executive Director, Municipal Finance Officers Association of Ontario
Curtis Ching, Chair, Asset Management Ontario

Confidentiality Warning: This e-mail contains information intended only for the use of the individual names above. If you have received this e-mail in error, we would appreciate it if you could advise us through the Minister's website at www.ontario.ca/page/ministry-infrastructure and destroy all copies of this message. Thank you.

Madame,
Monsieur,

Comme vous le savez, le gouvernement provincial a adopté, en décembre 2017, un nouveau règlement pris en application de la *Loi de 2015 sur l'infrastructure au service de l'emploi et de la prospérité*. C'est le [Règlement de l'Ontario 588/17 \(Planification de la gestion des biens pour l'infrastructure municipale\)](#). Le nouveau règlement fait fond sur le *Guide relatif à l'élaboration des plans de gestion des infrastructures municipales (2012)* et représente la prochaine étape cruciale pour faire progresser le processus décisionnel fondé sur des données probantes.

Dans le cadre de nos consultations sur le *Règlement 588/17*, les municipalités nous ont dit qu'elles ont besoin d'outils et d'un soutien pour les aider à observer les exigences. C'est pourquoi, dans le cadre de l'adoption du *Règlement 588/17*, en décembre 2017, nous avons prévu 25 millions de dollars étalés sur cinq ans pour offrir un ensemble d'outils et de

mesures de soutien. Cet engagement a été réaffirmé dans le budget de 2018. J'ai le plaisir de vous communiquer d'autres renseignements au sujet de cet engagement. La province offrira les outils et le soutien par un plan comprenant trois étapes.

La première étape consistera principalement à diffuser des renseignements et à faire connaître les pratiques exemplaires. La province s'est associée à Asset Management Ontario (AMOnt) dans le cadre d'une initiative qui permettra d'étendre le travail de sa communauté de praticiens aux municipalités de toute la province. À compter de cette année, AMOnt offrira un ensemble d'activités qui comprendra notamment des séminaires, des forums en ligne, des examens par des pairs et des groupes de travail dirigés par des praticiens. AMOnt communiquera bientôt de plus amples renseignements à ce sujet au moyen de son [site web](#). Nous nous sommes également associés à la Municipal Finance Officers Association of Ontario (MFOA) pour créer une trousse d'outils qui aidera les municipalités à élaborer une politique stratégique pour la gestion des biens, comme l'exige le nouveau règlement. La trousse d'outils sera offerte dans les semaines à venir au [site Web](#) de la MFOA.

Pour la deuxième étape, la province s'est associée à la MFOA pour fournir aux petites municipalités la possibilité de faire examiner leur plan de gestion des biens et leur plan d'action par des experts en gestion des biens. Ceux-ci examineront leur plan de gestion des biens et verront s'il est possible de les améliorer. Leurs conseils seront adaptés aux besoins particuliers de chaque municipalité. Dans le cas de certaines petites collectivités aux ressources limitées, cette aide pourrait aussi comprendre des travaux préliminaires de planification (p. ex. l'établissement du coût du cycle de vie des biens), si le temps et les ressources du programme le permettent. Cette initiative sera mise en œuvre par étapes, en commençant par les municipalités de moins de 5 000 habitants, puis en s'étendant petit à petit aux municipalités comptant jusqu'à 25 000 habitants. La MFOA communiquera directement avec les municipalités admissibles au cours des prochains mois.

Pour la troisième et dernière étape, la province a l'intention d'offrir un programme de soutien direct aux municipalités. Le programme s'appuiera sur les progrès réalisés au cours des deux premières étapes. Cette initiative fournira un soutien direct aux municipalités pour les aider à mener à bien leurs activités de planification de la gestion des biens, dont l'évaluation de l'état des biens, la mesure des niveaux de service et l'établissement du coût du cycle de vie des biens. D'après ce que nous ont dit les municipalités lors des consultations, nous avons l'intention de cibler le financement en particulier sur les petites municipalités. Par l'Association des municipalités de l'Ontario (AMO) et d'autres organismes partenaires, nous avons hâte de voir ce que vous pensez du programme proposé avant son lancement en 2019. Vous recevrez de plus amples renseignements à ce moment-là.

Enfin, j'ai le plaisir d'annoncer deux autres outils que nous avons créés pour aider encore davantage les municipalités à planifier la gestion de leurs biens. Grâce à une aide financière qu'elle a obtenue de la province, la MFOA a élaboré un guide intitulé *Asset Management Community of Practice Guide*, qui aidera les municipalités à se réunir pour établir leur propre communauté de praticiens. La MFOA a aussi créé un outil d'auto-évaluation de la gestion des biens qui permettra aux municipalités d'évaluer leur niveau de compétences dans la planification de la gestion des biens. Ces outils seront bientôt offerts au [site Web](#) de la MFOA.

La planification de la gestion des biens est d'une importance fondamentale pour l'avenir de nos collectivités. Elle est plus importante que jamais vu les pressions importantes et croissantes qui s'exercent sur les infrastructures et compte tenu des nouveaux défis que crée le changement climatique. Nous sommes convaincus que les outils et le soutien qui sont mis à la disposition des municipalités de l'Ontario les aideront à mieux prévoir leurs besoins en matière d'investissement dans les infrastructures, à prévenir la détérioration de leurs biens, à économiser de l'argent à long terme et à veiller à ce que leurs infrastructures répondent aux besoins de leur population.

Si vous avez des questions, n'hésitez pas à communiquer avec nous à l'adresse MunicipalAssetManagement@ontario.ca.

Veuillez agréer, Madame, Monsieur, l'expression de mes sentiments les meilleurs.

Le ministre,

[original signé par]

Bob Chiarelli

- c. Dan Cowin, directeur général, Association des municipalités de l'Ontario
Pat Vanini, directeur général, Municipal Finance Officers Association of Ontario
Curtis Ching, président, Asset Management Ontario

MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY



390 HIGHWAY 94, CORBEIL, ONTARIO P0H 1K0
TEL.: (705) 752-2740 FAX.: (705) 752-2452
Email: municipality@eastferris.ca

REGULAR COUNCIL MEETING

HELD
April 24th, 2018

No. 2018-146

Moved by Councillor Rochefort

Seconded by Councillor Kelly

WHEREAS alarming amounts of wolf sightings have been discovered in the Municipality of East Ferris;

AND WHEREAS there has been an abundance of deer killed in the area by predators;


AND WHEREAS the Anglers and Hunters have reported they are seeing a large amount of wolves on the trap lines where they are prohibited to trap;

AND FURTHER that the Anglers and Hunters are advising that the wildlife animals such as the deer, the beavers, the rabbits and the partridges will diminish if the government of the day keep the trappers from this area, and that our wildlife will in the north of Algonquin Park have major impact;

BE IT HEREBY RESOLVED that this resolution be forwarded to Nathalie Des Rosiers, Minister of Natural Resources and Forestry; Nipissing Temiskaming MP, Anthony Rota; MPP, Vic Fedeli; FONOM, AMO, surrounding area municipalities; Nosbonsing Anglers and Hunters and the Ontario Federation of Anglers and Hunters.

Carried Mayor Vrebosch

CERTIFIED to be a true copy of
Resolution No. 2018- 146 passed by the
Council of the Municipality of East Ferris
on the 24^h day of April, 2018.


Monica L. Hawkins, AMCT
Clerk



The Corporation of the

Township of Uxbridge

In The Regional Municipality of Durham

AGENDA ITEM #8.7

Town Hall
51 Toronto Street South
P.O. Box 190
Uxbridge, ON L9P 1T1
Telephone (905) 852-9181
Facsimile (905) 852-9674
Web www.town.uxbridge.on.ca

SENT VIA EMAIL

April 19, 2018

Honourable Ernie Hardeman, MPP
Room 413, Legislative Bldg.
Toronto, Ontario
M7A 1A8
ernie.hardeman@pc.ola.org

**RE: BILL 16, RESPECTING MUNICIPAL AUTHORITY OVER LANDFILLING
SITES
TOWNSHIP FILE: A-00 G**

Please be advised that during the regular meeting of the Council of April 16, 2018 the following motion was carried;

THAT Correspondence Item No. 55 be received for information;

AND WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this outdated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities, AND FURTHER that the province has recognized the value of municipal approval for the siting of power generation facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15 percent.

AND WHEREAS municipalities across Ontario are quietly identified and targeted as potential landfill sites;



AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

THEREFORE IT BE RESOLVED THAT the Township of Uxbridge supports Bill 16, Respecting Municipal Authority Over Landfilling Sites Act introduced by MPP Ernie Hardeman and calls upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities;

AND FURTHER THAT the Township of Uxbridge send copies of this resolution to Ernie Hardeman, MPP, AMO, Granville Anderson, MPP, Catherine McKenna, Minister of the Environment and Climate Change, Peter Van Loan, MP, Kathleen Wynne, Premier of Ontario and all Ontario municipalities.

I trust you will find the above to be satisfactory.

Yours truly,



Debbie Leroux
Director of Legislative Services/Clerk

/ljr

cc: AMO
Granville Anderson, MPP
Catherine McKenna, Minister of the Environment and Climate Change
Peter Van Loan, MP
Kathleen Wynne, Premier
Ontario Municipalities

MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY

390 HIGHWAY 94, CORBEIL, ONTARIO P0H 1K0
 TEL.: (705) 752-2740 FAX.: (705) 752-2452
 Email: municipality@eastferris.ca

REGULAR COUNCIL MEETING

HELD
 May 8th, 2018

No. 2018-165

Moved by Councillor Kelly

Seconded by Councillor Voyer

WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;

AND WHEREAS this out-dated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;

AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities with their communities; AND FURTHER that the province has recognized the value of municipal approval for the siting of power generations facilities;

AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional waste generated within the City of Toronto, where diversion rates as low as 15%;

AND WHEREAS municipalities across Ontario are quietly being identified and targeted as potential landfill sites;

AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;

AND WHEREAS municipalities should have the right to approve or reject these projects and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY



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Email: municipality@eastferris.ca

REGULAR COUNCIL MEETING

HELD
May 8th, 2018

THEREFORE BE IT RESOLVED that the Municipality of East Ferris supports Bill 16, *Respecting Municipal Authority over Landfilling Sites Act* introduced by MPP Ernie Hardeman and call upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities;

AND FURTHER that the Municipality of East Ferris send copies of this resolution to MPP Ernie Hardeman and all municipalities.

Carried Mayor Vrebosch

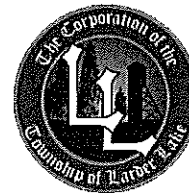
CERTIFIED to be a true copy of
Resolution No. 2018-165 passed by the
Council of the Municipality of East Ferris
on the 8th day of May, 2018.


Monica L. Hawkins, AMCT
Clerk

THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE

69 Fourth Avenue, Larder Lake, ON

Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

- ☒ Kathleen Bougie
☐ Tom McGuire
☐ Mike Minor
☐ Jim Stevens

SECONDED BY:

- ☐ Kathleen Bougie
☐ Tom McGuire
☒ Mike Minor
☐ Jim Stevens

Motion #: 43
 Date: May 8, 2018

MUNICIPALITIES CALL ON PROVINCE FOR "RIGHT TO APPROVE" LANDFILL DEVELOPMENTS

WHEREAS municipal governments in Ontario do not have the right to approve landfill projects in their communities, but have authority for making decisions on all other types of development;
 AND WHEREAS this out-dated policy allows private landfill operators to consult with local residents and municipal Councils, but essentially ignore them;
 AND WHEREAS municipalities already have exclusive rights for approving casinos and nuclear waste facilities within their communities, AND FURTHER that the province has recognized the value of municipal approval for the siting of power generation facilities;
 AND WHEREAS the recent report from Ontario's Environmental Commissioner has found that Ontario has a garbage problem, particularly from Industrial, Commercial and Institutional (ICI) waste generated within the City of Toronto, where diversion rates are as low as 15%;
 AND WHEREAS municipalities across Ontario are quietly being identified and targeted as potential landfill sites;
 AND WHEREAS municipalities should be considered experts in waste management, as they are responsible for this within their own communities, and often have decades' worth of in-house expertise in managing waste, recycling, and diversion programs;
 AND WHEREAS municipalities should have the right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;
 THEREFORE BE IT RESOLVED THAT the Township of Larder Lake supports Bill 16, Respecting Municipal Authority Over Landfilling Sites Act introduced by MPP Ernie Hardeman and calls upon the Government of Ontario, and all political parties, to formally grant municipalities the authority to approve landfill projects in or adjacent to their communities
 AND FURTHER THAT the Township of Larder Lake send copies of this resolution to MPP Ernie Hardeman and all municipalities.

Recorded vote requested: ☐

	For	Against
Kathleen Bougie		
Tom McGuire		
Mike Minor		
Jim Stevens		
Gary Cunningham		

I declare this motion

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)

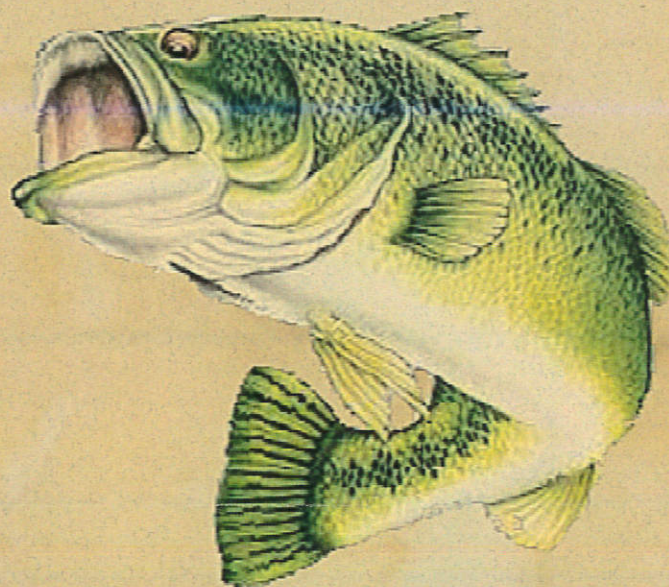
Chair:

Disclosure of Pecuniary Interest

Name: _____

Name: _____

Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.



**RAINY RIVER FIRST NATIONS
CHIEF & COUNCIL
CORDIALLY INVITE YOU TO
ATTEND OUR 48TH ANNUAL
FISH FRY**

**FRIDAY MAY 18, 2018
AT RAINY RIVER FIRST NATIONS
POW-WOW GROUNDS LOCATED
NORTH OF JUNCTION 11/71**

*Begins at 4pm
volunteers are greatly appreciated!!
Donations Welcomed*

TOWN OF FORT FRANCESMINUTESSESSION NO. #42April 2, 2018

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on April 2, 2018 from 8:00 a.m. to 8:05 a.m.

PRESENT: D. Kitowski, Chair, J. Caul, Councillor, J. Albanese, Councillor, R. Avis, Mayor.

ALSO PRESENT: D. Brown, CAO, T. Dennis, CBO/Planner, P. Briere, Secretary.

1. Call to Order - 0800am

Session #42

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of March 19th, 2018 meeting minutes.
- Approved as presented.

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

None.

5. In-Camera

None.

6. Items Referred from Council

- 6.1 Letter dated March 19, 2018 from W. Allen and J. Cuthbertson, Co-Chairman, Fort Frances Canadian Bass Championship re; Request Support.
- The Planning & Development Executive Committee reviewed the request letter and item #5, 8 & 9 are relevant to this Committee.
Item #5 - The Planning & Development Executive Committee is recommending that the Administration & Finance Executive Committee recommend that Council waive the fee for a building permit.
Item #8 & 9 - The Planning & Development Executive Committee is recommending that the Administration & Finance Executive Committee recommend that Council approve both of these requests and that the organizing committee of the event work with administration to ensure that all signage, etc is removed after the event is completed.

7. New Business

None.

8. Outstanding Items

None.

9. Information

- 9.1 By-Law Enforcement 1st Quarter Activities Report.
- The report was accepted and received as information.

10. Non-agenda Items

None.

- 11. **Adjourn / Next Meeting Date - 0805am**
Monday April 16th, 2018.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. # 68April 17, 2018

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room on April 17, 2018 from 12:01 p.m. to 12:29 p.m.

PRESENT: Councillor K. Perry, Chair, Mayor R. Avis (12:17 p.m. to 12:29 p.m.), Councillor W. Brunetta, Councillor G.P. Ryan.

ALSO PRESENT: L. Lindberg, Treasurer, D. Galusha, Deputy Treasurer, T. Moffitt, Fire Chief/CEMC (12:01 p.m. to 12:15 p.m.) and K. Lawson, Secretary

REGRETS: D. Brown, CAO

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - none identified**
3. **Disclosure of pecuniary interest and the general nature thereof - none identified**
4. **Approval of Previous Committee Minutes**

4.1 Session No. 67 dated April 3rd, 2018.

Brunetta-Ryan: Approved as presented.

CARRIED

5. **In-Camera**
6. **Items Referred from Council**

6.1 Rainy River Valley Agricultural Society financial request.
- committee recommended that the request be received only with no further action.

6.2 Borderland Pride Request (12:01 p.m. to 12:07 p.m.).
- Mr. Douglas W. Judson was in attendance to speak to the request.
- committee recommended formally declaring the week of Monday, July 9th through Sunday, July 15th, 2018 as "Pride Week" in the Town of Fort Frances, permitting and assisting in holding a flag raising event at the Town office on July 14th to be coordinated with the Clerk's Office; and providing guidance with respect to any necessary permits or escorts that must be arranged for a pedestrian Pride march, also to be coordinated with the Clerk's Office.

7. **New Business**

- 7.1 **Waiving of Procurement Policy.**
 - T. Moffitt, Fire Chief/CEMC was in attendance to speak to the report.
 - committee recommended approval for waiving of Procurement Procedures Policy 4.0 with respect to purchases over \$5,000. but not exceeding \$35,000. for the purchase of Extrication eDraulics Cutters & Spreaders from CODE 4 Fire & Rescue Inc.
- 7.2 **Health and Safety Policy - Annual Review.**
 - committee recommended approving the Health & Safety Policy - Annual Review.
- 7.3 **2018 Capping Parameters for Capped Properties.**
 - committee recommended approving the 2018 capping parameters as outlined in the report and the preparation of an authorizing by-law for capping parameters and the percentage which tax decreases are limited.
- 7.4 **Use of Corporate Resources in Election Periods Policy.**
 - L. Slomke, Clerk was in attendance to speak to the report.
 - committee recommended adoption of the Use of Corporate Resources in Election Periods Policy 1.17.
- 7.5 **Further Bill 68 Amendments - Declaration of Interest.**
 - L. Slomke, Clerk was in attendance to speak to the report.
 - committee recommended accepting the report and procedures outlined therein and support implementation of this process effective immediately.
- 7.6 **Recount Policy - 2018 Municipal Elections.**
 - L. Slomke, Clerk was in attendance to speak to this report.
 - committee recommended moving forward in the 2018 Municipal Election utilizing the recount provisions found in the Municipal Elections Act and not implement a separate policy/by-law.

8. **Non-agenda Items - none identified.**

9. **Standing Items**

Railway Right-Of Way Information - Update.

- 9.1 **High-Tonnage Rail Lines Revenue Request.**
 - committee recommended passing a formal resolution requesting that the Minister of Finance the high-tonnage rate for railway right-of-way properties in the Town of Fort Frances at the committee believes that the Municipality meets the high-tonnage threshold.

10. Information

- 10.1 Fire & Rescue Services - March 2018 Report. - received as information.
- 10.2 Town of Fort Frances General Fund (Operating) Summary for the Three Months Ending Saturday, March 31, 2018 - received as information.
- 10.3 Town of Fort Frances Water and Sewer Fund (Operating) Summary for the Three Months Ending Saturday, March 31, 2018 - received as information.

11. Adjourn / Next Meeting Date - May 8, 2018


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #006April 18, 2018

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on April 18, 2018 from 8:30 a.m. to 9:15 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

1.1 The meeting was called to order at 8:38 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

2.1 None

3. Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on April 4, 2018 - the minutes were approved as presented.

4. Non-agenda Items - In-Camera

4.1 Potential property acquisition - Scott Street

5. New Business

5.1 Application to the Municipal Asset Management Program - the administration report was approved as recommended.

5.2 Enterprise Car Rental Airport Counter Lease Renewal - the recommendation was approved as presented.

5.3 February 2018 Drinking Water Systems Monthly Summary Report - the water report for February was approved as presented.

5.4 March 2018 Drinking Water Systems Monthly Summary Report - the water report for March 2018 was approved as presented.

6. Outstanding Items

- 6.1 Sewer and Water Installation Costs - the item is to be brought straight to Committee of the Whole under Operations and Facilities.

7. Information

- 7.1 Fort Frances Wastewater Treatment Facility March 2018 Monthly Report - the Wastewater Report for March was reviewed and will be forwarded on to Council as information only. No action required.
- 7.2 Operations and Facilities Division - Environmental Area - Operations Statistics - January 2018 - the January 2018 Environmental Report was reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Operations and Facilities Division - Environmental Area - February 2018 - the February 2018 Environmental Report was reviewed and will be forwarded to Council as information only. No action required.
- 7.4 Tonnage at the Landfill Site - updated April 13, 2018 - the Landfill Statistics were reviewed and will be forwarded to Council as information only. No action required.
- 7.5 Sewer and Water Data for 2018 - updated April 13, 2018 - the Sewer and Water statistics were reviewed and will be forwarded to Council as information only. No action required.
- 7.6 Airport Statistics 2018 - updated April 13, 2018 - the Airport Statistics 2018 were reviewed and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

- 8.1 The meeting was adjourned at 9:15 a.m.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

Fort Frances Senior Centre Board of Management

Regular Meeting- April 10 2018

Session # 014

Fort Frances Senior Centre Dining Hall/Program Space

In Attendance Doug Kitowski, John Reader, Jason Kabel, Diane Maxey Cindy Noble, Dalton Taylor, Ed Haglund

Regrets June Caul, Irene Laing

Call To Order The meeting was called to order @ 10:30 by the chair Diane Maxey

Conflict of Interest There were no conflicts declared

A moment of silence was observed for the Humboldt Hockey Players

Adoption of the Agenda

959 Doug Kitowski/ Dalton Taylor That the agenda be adopted as circulated

Approval of the Minutes

960 Ed Haglund/ Doug Kitowski That the minutes of the March 13,2018 meeting be accepted as circulated

Manager's Report

Cindy Noble presented the Manager's Report

961 Dalton Taylor/Ed Haglund That the Manager's Report be accepted as presented

Bills and Accounts

962 Ed Haglund/John Reader That the March accounts in the amount of \$4373.81 be accepted and approved for payment

Correspondence

963 Ed Haglund /John Reader That the bill from OACAO be paid.

Past Business

- Bingo Diane reported on the cheque issued to the Centre which was discussed and it will be deposited into the general funds. Discussion on Reserve Funds for the proposed Addition and donations to the Centre being used for the expansion was also discussed
- Senior Games Cindy reported plans going great with lots of people involved, discussed funding and the Senior Centre will pay for the food and the advertising if required.

- Regarding lighting in the main room of the Centre, Cindy will check to see what is happening.

New Business Grant requests are due for 2018 Jason and Cindy have talked, instead of new flooring (because of the cost) will check into more parking space around the building.

Public Participation no participation

Close

The Chair declared the meeting be adjured at 11:30

Diane Maxey, Chair

Irene Laing, Secretary

Next meeting May 8 at 10:30 at the Fort Frances Senior Centre

TOWN OF FORT FRANCES POLICE SERVICES BOARD

Minutes Session

February 16, 2018

The regular Meeting of the Police Services Board was held in the Committee Room February 16, 2018 from 8:00 a.m. to 9:05 a.m.

The following members were present: John McTaggart, Rick Wiedenhoeft, John Albanese, Roy Avis and A. Hallikas.

Also Present: Inspector N. Schmidt, R. Thoms, B.93 and K. Lawson, Acting Secretary.

1. **Call to order:** Chair called meeting to order at 8:00 a.m.
2. **Non-Agenda Items:** None Identified.
3. **Disclosure of Pecuniary Interest:** None identified.
4. **Approval of Agenda:**

08/18 Wiedenhoeft-Hallikas: THAT the Police Services Board approve the Agenda as prepared. **CARRIED.**
5. **Approval of Minutes:**

09/18 Hallikas-Avis: THAT the Minutes of the Board Meeting being Sessions No. 1 dated January 26, 2018 having been typed and distributed to the members be approved. **CARRIED.**
6. Inspector N. Schmidt, Detachment Commander – January 2018 OPP Activity Report.
 - Inspector Schmidt, as part of his initiative to invite members of the detachment to meet the Board, introduced OPP Admin Sgt. M. Leblanc and Constables J. Mills and J. Matchura. They were in attendance from 8:02 a.m. to 8:08 a.m. These officers have moved to Town within the last two years. They provided individual remarks about themselves.
 - Inspector Schmidt gave an update on the request from both A. Hallikas and R. Wiedenhoeft to provide a police presence at both the Library and in the area of the A&W Restaurant.
 - Library update: Inspector Schmidt advised that his department had reviewed the information received from Library staff and noted that the 8 occasions where a concern was raised, all but 1 occurred during the winter season. He noted that his staff would provide a focused patrol over a 45 day period until the end of March and hopefully the police presence will help. He promised to review the issue again in April.

- A&W update: Inspector Schmidt noted that there were 2 calls to the detachment in 2017 for fights/disturbances. On the 17th of December a call was received for what was thought to be a larger group engaged in a fighting incident. It turned out to be students who were gathering for what was described as “friendly rap battles” during their school breaks.

Both Mr. Hallikas and Mr. Wiedenhoefst thanked Inspector Schmidt for the investigations undertaken by his officers.

10/18 Wiedenhoefst-Hallikas: THAT the Police Services Board receive Insp. N. Schmidt January 2018 OPP Activity Report. **CARRIED.**

9. **Non-Agenda Items:** - None identified.

10. **Standing Items:**

- i) **Speed Signs:**
- A discussion was had on the statistical information which Travis Rob had provided members for the period from December 1, 2017 to January 31st, 2018 for locations on 5th Street West and King's Highway. Members commented that they would like to see one of the two signs alternate over to Colonization Road West, and that the sign currently on King's Highway be moved back farther down from its current location in an attempt to avoid skewed speed statistics based on the fact that vehicles were slowing to turn onto Stewart/Holmes Avenues.
- ii) **New OPP Building:**
Inspector Schmidt advised that the building meeting had been postponed until March 20th. There had been concerns expressed about some design flaws. He will provide an update at the next regular meeting of the Board.

11. **Information/Correspondence Received:**

- i) Police Chief Magazine dated Winter 2018 – distributed to all members.

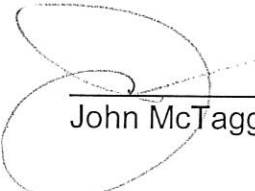
12. **Next Meeting –**

13. **In -Camera:** None identified.

11/18 Hallikas-Wiedenhoefst: That his meeting of the Board be now closed.

CARRIED.


Kathryn Lawson, Acting, Secretary


John McTaggart, Chair

TOWN OF FORT FRANCES POLICE SERVICES BOARD

Minutes Session

March 29, 2018

The regular Meeting of the Police Services Board was held in the Committee Room MARCH 29, 2018 from 8:00 a.m. - 9:20 a.m.

The following members were present: John McTaggart, Rick Wiedenhoeft, Roy Avis, and A. Hallikas.

Also Present: Insp. N. Schmidt and L. Holt Secretary, PC Melinda Mills and PC Adam Martin - canine handler - Mako

1. **Call to order:** Chair called meeting to order at 8:00 A.M.

Inspector Schmidt introduced PC Mills - she official started in Fort Frances February 28, 2018 and PC Adam Martin - canine handler has been in Fort Frances for about a year.

2. **Non-Agenda Items:**

- i) Legalization of Marijuana

3. **Disclosure of Pecuniary Interest:** None identified.

4. **Approval of Agenda:**

12/18 R. Wiedenhoeft - A. Hallikas: That the Police Services Board approve the Agenda as prepared with the addition of the Non-Agenda Item. **CARRIED.**

5. **Approval of Minutes:**

13/18 A. Hallikas - R. Wiedenhoeft: That the Minutes of the Board Meeting being Session No. 2 dated February 16, 2018 having been typed and distributed to the members be approved as amended. **CARRIED.**

6. Inspector N. Schmidt, Detachment Commander - February 2018 OPP Activity Report.

- i) OPP will have a booth at the April Trade Show for recruitment
 - ii) Library Surveillance has been well received

14/18 R. Wiedenhoeft - A. Hallikas: That the Police Services Board receive Insp. N. Schmidt February 2018 OPP Activity Report. **CARRIED.**

7. **Non-Agenda Items:**

- i) Legalization of Marijuana - how will legalization affect workplaces being

able to test individuals for impairment/sobriety?
Discussion was held.

8. **Standing Items:**

- i) Speed Signs - sign on Fifth Street West will be moved in the spring
- ii) New OPP Building - plan for opening in 2020.

9. Information/Correspondence Received:

- i) OAPSB Notice of the 2018 Annual General Meeting

10. Next Meeting - April 27, 2018 at 8:00 a.m.

11. In-Camera:


15/18A. Hallikas - R. Wiedenhoef: That this Police Services Board not meet in-camera in order to address a matter pertaining to security of the property of the municipality or local board. **CARRIED.**

- Issue of home invasion - persons looking for Opiates, Meth, Heroin. How to educate people and recognize individuals under the influence.

16/18 A. Hallikas - R. Wiedenhoef: That this meeting of the Board be now closed. **CARRIED.**



Loreen Holt, Secretary



John McTaggart, Chair

/elh
13/04/2018

Richard Boileau -Chair McTaggart	P	Chamber of Commerce Representative Jennifer Soderholm	A
Ed Gackley Flinthouse	A	RRFDC – Geoff Gillon	P
		John Albanese – Town Councilor Town of Fort Frances	P
Scott Krienke-Turvery Ink Spotz Apparel	P	Shelley Wepruk Secretary	P
Marie Therese Metke Pharmsave	P	Duane Cridland – Flint House	A
Doug Cuthbertson Northwoods	P		
Pat Gartshore Gartch's International Pub	P		
Kim Nicholson Emes Financial	A		



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

Richard Boileau opened the meeting. The meeting was called to order at 8:02 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. Katy from B93 was our guest at this meeting.

2. Approval of Minutes

B.I.A Board of Management Meeting – 14 March 2018

Copies of the minutes from the 10 January 2018 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 John Albanese/Pat Gartshore

TO accept the minutes presented of 14 February 2018

Also to ratify all motions made on that date.

No against or abstentions

CARRIED

3. Accounts Payable & Financial Report

Motion #2 – John Albanese/Doug Cuthbertson

TO accept the total payable for April in the amount of \$420.81

No against or abstentions

CARRIED

4. New Business

1. Kiwanis Egg-stravaganza
2. Jenn Horton Resignation
3. OFFSA
4. AGM
5. Hockey

5. Additions to Agenda

None

6. Business Arising from the Minutes

Finance and Administration Committee

1. In future, we will be separating our bills from those for promo of Rainy Lake Square. We have a commitment of \$1,000.00 to fulfill yearly so it is imperative that bills be kept separate.

Promotions Committee

1. Radio advertising for Bridal week, OFSSA and Easter now underway.
2. Paper ads are also going out for Easter.
3. Richard talked to RL Square regarding having the Easter bunny there for pictures. Very favourable Response.

Maintenance Committee

1. Baskets, stars and blankets will all be coming down tomorrow. Stars will now be stored at Flint House.

Chamber of Commerce

1. No Report

New Committee

1. Alyssia from “Stylist” is interested in joining our new committee.

7. Old Business

1. Market Thursdays & Saturdays – Market to open 1 May 2018
2. Rainy Lake Square – Tanis is starting to gather new talent for summer.
3. Social Media – no report
4. Festival of Frost – Museum held an event replacing our festival. Board had zero knowledge of it ahead of time.
5. Christmas Lights – ongoing investigations for new lights.

8. New Business

1. Office space and Board room. The building has been sold so we need to relocate. Shelley will have office space at her home now. There were many offers re the board room. We have accepted the offer from RRFDC to hold our board meetings in their boardroom. The AGM will now be held there this year. Phone number for RRFDC is 807-274-3276. Some of the BIA material will be moved to McTaggarts upstairs with the balance to go the Shelley's.
2. OFSSA: Paint the town black & gold – people are starting to do up their windows.

Setting of Next Board Meeting

Motion # 4: Doug Cuthbertson/Pat Gartshore

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 11 April 2018 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

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

Meeting closed at 8:35 am.