



**REGULAR MEETING OF COUNCIL
To Be Held in the Council Chambers
Tuesday, May 1st, 2018 at 5:00 p.m.
Council's Regular Meeting Agenda**

For consideration:

- 1. OPENING**
 - a) Adoption of Agenda
 - b) Disclosure of Pecuniary Interest and General Nature Thereof

- 2. ANNOUNCEMENTS**

- 3. ADOPTION OF MINUTES**
 - a) Regular Council Meeting of April 17, 2018 (p.3)
 - b) Special Council Meeting of April 17, 2018 (p.8)
 - c) Manitoulin Centennial Manor Board Meeting of March 15, 2018 (p.10)
 - d) Community Policing Advisory Committee Meeting of February 21, 2018 (p.14)

- 4. DELEGATIONS**

- 5. REPORTS**
 - a) Staff Report: Used Book Store / Information Booth (p.17)

- 6. ACTION REQUIRED ITEMS**
 - a) Accounts of Payment: General: \$23,777.22, Payroll: \$18,615.06 (p.19)
 - b) Support Town of Madawaska Valley Resolution (p.23)
 - c) Support Township of Baldwin Resolution (p.25)
 - d) Tender No. 2018-03: Animal Control Services

- 7. INFORMATION ITEMS**
 - a) Ministry of Infrastructure: Investing in Canada Infrastructure Program (p.28)
 - b) Manitoulin Navy League: Donation Letter (p.30)
 - c) Ministry of Citizenship and Immigration: Champion of Diversity Award (p.33)

d) Township of Uxbridge Resolution (p.34)

8. BY-LAWS

a) By-law #18-14: Ontario's Main Street Revitalization Initiative Funding Agreement
(p.36)

9. CLOSED SESSION

10. ADJOURNMENT

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
MINUTES OF THE REGULAR COUNCIL MEETING**

The Regular Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Tuesday, April 17, 2018 at 5:00 p.m.

Present: Mayor Paul Moffatt
Councillor Robert Case
Councillor Brenda Reid
Councillor Hugh Moggy
Councillor Les Fields

Staff: Jeremy Rody, Clerk
Deb MacDonald, Treasurer
Jackie White, Project & Events Coordinator

Press: Alicia McCutcheon, Expositor

Others: Dave McDowell
Theresa McDowell
Tracy Thomas

OPENING:

#115-09-18 H. Moggy – L. Fields

THAT the Regular Meeting of the Council of the Corporation of the Township of Assiginack be opened for business with a quorum of members present at 5:00 p.m., with Mayor Moffatt presiding in the Chair.

CARRIED

AGENDA:

#116-09-18 L. Fields – H. Moggy

THAT the agenda for this meeting be accepted as presented.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST:

Councillor Reid disclosed a direct pecuniary interest in Agenda Item 6A Payroll as her husband is an employee of the Township. She did not take part in any discussion, attempt to influence the vote or vote on the matter.

ANNOUNCEMENTS:

Councillor Fields commented on Volunteer Appreciation Week and how proud and lucky the community is to have such an active group of volunteers who keep a number of successful events going each year. Council all agreed and thanked the Volunteers of Assinack.

Councillor Reid announced that they had their first Pumpkin Festival / Haunted Ride meeting and that they are working on several new events to make the event even better than last year.

ADOPTION OF MINUTES:

#117-09-18 H. Moggy – L. Fields

THAT the minutes of the Regular Council meeting of April 9, 2018, be accepted.

CARRIED

#118-09-18 L. Fields – H. Moggy

THAT the minutes of the Manitoulin East Municipal Airport Commission meeting of April 9, 2018, be accepted.

CARRIED

DELEGATIONS:

There were none.

REPORTS:

#119-09-18 L. Fields – H. Moggy

THAT Council adopts the Compliance report contained in the Staff Report titled, "Ontario Regulation 284/09 – 2018 Budget."

CARRIED

#120-09-18 H. Moggy – L. Fields

THAT the staff report titled, "Marina Lease RFP No. 2018-02," be accepted by Council;

AND THAT staff be authorized to negotiate a lease agreement for the recreational operation of the Township owned Marina with Troy Cooper based on the proposal submitted.

CARRIED

ACTION REQUIRED ITEMS:

#121-09-18 L. Fields – H. Moggy

THAT Council authorizes the following Accounts for Payment:

General: \$200,005.99

AND THAT the Mayor and administration be authorized to complete cheques #27628 through #27656 as described in the attached cheque register report.

CARRIED

#122-09-18 H. Moggy – L. Fields

THAT Council authorizes the following Accounts for Payment:

Payroll: \$18,443.75

AND THAT the Mayor and administration be authorized to complete cheques #27622 through #27627 as described in the attached cheque register report.

CARRIED

#123-09-18 B. Reid – R. Case

THAT the Council of the Corporation of the Township of Assiginack approves the estimated operating and capital budget figures for 2018 and authorizes staff to prepare the necessary by-laws.

CARRIED

INFORMATION ITEMS:

#124-09-18 R. Case – B. Reid

THAT we acknowledge receipt of the following correspondence items:

- a) Civix Student Vote Letter
- b) Ministry of Government and Consumer Services: Birth Certificate Letter
- c) Stewardship Ontario: Blue Box Program Letter
- d) Township of Madawaska Valley Resolution
- e) Vigor Clean Tech Energy Production Report
- f) Manitoulin North Shore Injured Workers Group Letter
- g) Township of Baldwin Letter/Resolution
- h) MPP Ernie Hardeman Letter
- i) MPP Michael Mantha Letter

CARRIED

BY-LAWS:

#125-09-18 B. Reid – R. Case

THAT By-law #18-09, being a by-law to set tax ratios for municipal purposes for the year 2018, be given its first, second, and third readings and enacted in open Council.

CARRIED

#126-09-18 R. Case – B. Reid

THAT By-law #18-10, being a by-law to provide for the adoption of tax rates and for penalty and interest in default of payment thereof for 2018, be given its first, second and third readings and enacted in open Council.

CARRIED

#127-09-18 B. Reid – R. Case

THAT By-law #18-11, being a by-law to amend by-laws #98-02 and #98-03 to set annual water rates for the Sunsite Estates subdivision and annual water and sewage rates for Manitowaning, be given its first, second and third readings and enacted in open Council.

CARRIED

#128-09-18 R. Case – B. Reid

THAT By-law #18-12, being a by-law to provide for the control of nuisance coyotes, be given its first, second and third readings and enacted in open Council.

CARRIED

#129-09-18 B. Reid – R. Case

THAT By-law #18-13, being a by-law to adopt a policy for the use of corporate resources for election purposes, be given its first, second, and third reading and enacted in open Council.

CARRIED

CLOSED SESSION:

#130-09-18 R. Case – B. Reid

THAT in accordance with By-law #15-30 and Section 239 of the Municipal Act, as amended, Council proceeds to a "Closed Session" at 5:23 p.m. in order to attend to a matter pertaining to:

d) labour relations or employee negotiations (Municipal Act, 2001, ch.25, s.239(2)(d))

CARRIED

#131-09-18 B. Reid – R. Case

THAT we adjourn from our Closed Session at 5:25 p.m., approve the minutes of the Closed Session of March 6, 2018 and resume our regular meeting.

CARRIED

#132-09-18 L. Fields – H. Moggy

THAT for audit confirmation purposes, Council acknowledges the 2018 employee pay grid which is incorporated into the 2018 budget.

CARRIED

Note: Councillor Reid disclosed a direct pecuniary interest in Agenda Item 9A Labour relations or employee negotiations as her husband is an employee of the Township. She did not take part in any discussion, attempt to influence the vote or vote on the matter.

CLOSING:

#133-09-18 R. Case – B. Reid

THAT we adjourn until the next regular meeting or call of the Chair.

CARRIED

Paul Moffatt, MAYOR

Jeremy Rody, CLERK

5:30 p.m.

These Minutes have been circulated but are not considered Official until approved by Council.

**THE CORPORATION OF THE TOWNSHIP OF ASSIGINACK
MINUTES OF THE SPECIAL COUNCIL MEETING**

The Special Meeting of the Council of the Corporation of the Township of Assiginack was held in the Council Chambers on Tuesday, April 17, 2018 at 10:30 a.m.

Present: Mayor Paul Moffatt
Councillor Les Fields
Councillor Hugh Moggy

Excused: Councillor Brenda Reid
Councillor Robert Case

Staff: Jeremy Rody, Clerk

Others: Jeff Tuerk
Ross Herbert

OPENING:

#112-08-18 H. Moggy – L. Fields

THAT the Special Meeting of the Council of the Corporation of the Township of Assiginack be opened for business with a quorum of members present at 10:30 a.m., with Mayor Moffatt presiding in the Chair.

CARRIED

AGENDA:

#113-08-18 L. Fields – H. Moggy

THAT the agenda for this meeting be accepted as presented.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST:

There were none.

SUMMARY:

Members of Council met with Jeff Tuerk and Ross Herbert of New North Fisheries in regard to their fish aquaculture pilot project. Council supported this project in June 2017 when they entered into a Memorandum of Understanding with New North Fisheries for the use of a municipally owned road allowance for the purpose of placing a sea container to be used for

equipment and storage connected to the fish cage which is in Manitowaning Bay. Council expressed to the entrepreneurs that there have been some public concerns expressed over the use of the road allowance, insurance, and water quality. Council stated they would like to see this project move onto private property if it is going to continue beyond the one-year term of the Memorandum of Understanding (MOU).

Jeff and Ross stated that they are not all the way through the first cycle of the project and would require an extension of the MOU until the end of the 2018. It would be difficult for them to find and prepare a new site for the sea container and move the fish cage in the water in a short time period. They pointed to the potential for jobs and that they would like to see the project continue with Council's support. Jeff and Ross did acknowledge the project would have to move onto private property and will work towards that goal for the end of 2018.

In terms of the aquaculture project, Jeff and Ross stated that it is going very well, and they are learning new things about their project as they go. They are in the process of creating a business plan for expansion and looking into a funding program that would see the project go completely off the grid. Jeff and Ross entertained several questions from Council members. Council was invited to visit the sea container to tour the operation and see a feeding process on the live feed monitors.

In conclusion, New North Fisheries is going to provide a copy of their insurance with the Township named as an additional insured, a copy of the water quality testing they will be conducting later in year, and an update on moving the operation to private property. Staff will investigate the terms of an extension of the MOU.

CLOSING:

#114-08-18 H. Moggy – L. Fields

THAT we adjourn until the next regular meeting or call of the Chair.

CARRIED

Paul Moffatt, MAYOR

Jeremy Rody, CLERK

11:40 a.m.

These Minutes have been circulated but are not considered Official until approved by Council.

**Manitoulin Centennial Manor
Board of Management Meeting
Thursday, March 15th, 2018
“Unapproved Minutes”**

Present: Paul Moffat, Dawn Orr, Wendy Gauthier, Bill Baker, Aurel Rivet, Connie Suite, Michelle Bond; Administrator, Sylvie Clark; DOC

Regrets: Pat MacDonald & Keith Clement; Extendicare Regional Director

1.0 Call to order

Meeting called to order at 10:03 a.m. by Chair, Paul Moffat

2.0 Approval of Agenda

13/18 Baker/Orr

That we approve the agenda as presented with the addition of Engineering Report as an additional item

...carried

3.0 Approval of Minutes

14/18 Rivet/Suite

That we approve the minutes of the February 15th, 2018 board meeting.

...carried

4.0 Business Arising from Minutes

No business arising

5.0 Engineer Report

15/18 Gauthier/Orr

That we request for the Extendicare Engineer to have an onsite visit and provide us with a report on the overall status of building infrastructure and equipment and any required renovations/replacements.

6.0 Correspondence

The Board received a letter from the Township of Burpee and Mills regarding concerns with costs of updating the Manitoulin Centennial Manor's Aging Infrastructure. The board will send the township acknowledging their concerns and invite the township to the May board meeting to discuss these concerns.

7.0 Administrators Report

16/18 Suite/Rivet

That we accept the proposal from Honeywell and proceed with the replacement of the heating and ventilation system.

...carried

17/18 Baker/Rivet

That we accept the Director of Care's resignation with regret

...carried

18/18 Orr/Suite

That we accept the Administrator's report as presented Michelle Bond.

...carried

8.0 Extencicare Report

19/18 Baker/Suite

That we approve the Financial Statements at February 28th, 2018 as presented by Michelle Bond

...carried

9.0 Fundraising Update

- The Tree of Lights campaign will be an annual campaign.
- The OPP have kicked start our “Another Step Forward” fundraising campaign with a donation of \$1,630.00
- Any donations received once the campaign has reached its goal will be carried over to the general fundraising account.

20/18 Orr/Rivet

That we approved the fundraising report as presented by Wendy Gauthier

...carried

10.0 Meeting Date

The next regular board meeting will be held on Thursday, April 19th, 2018 at 10:00 a.m.

10.0 Adjournment

212/18 Rivet

That we now adjourn the meeting at 10:49 a.m.

...carried

Administrator's report

HOME: Manitoulin Centennial Manor

REPORT FOR THE MONTH OF: March 2018

Occupancy: (if under 97%; discussions with LHIN, etc.)

- 98.08% YTD
- 2 empty beds (private)
- CCAC waiting list of approximately 20 applicants wanting basic accommodations.

Compliance Update and any Outstanding items:

N/A

Community Linkages (Ministry Initiatives ; LHIN; CCAC)

N/A

Risk Report:

**1. Fire Safety
(Dates of Fire Drill)**

| Days | Evening | Nights | Comments/Issues Identified at Fire Drill Debrief Meeting |
|-------------------------------|---------|-------------------------------|--|
| March 29 th , 2018 | ----- | March 29 th , 2018 | |

2. Operational /Physical Plant issues:

DIETARY

We are going to be implementing the Synergy system which will replace Webtrition for ordering, menus, recipes and food production. Chris has received training on the new system which will take effect April 30th, 2018.

NURSING

For the month of March we had the following shifts filled by the agency:

PSW – 14

Registered Staff – 9

We still have four unfilled temporary part-time vacancies within the PSW department and one temporary full-time and one part-time vacancy in the RPN department. I have interviews scheduled for next week with two PSW's and one RPN.

The new DOC, Tamara Beam, will start into her new role on April 23rd, 2018.

ENVIRONMENTAL

We have started the preliminary inside work for the replacement of the rooftop and free standing A/C units.

| 3. Complaints (Potentially Contentious Issues) - Attach Resident Issue Summary Form: N/A | | | |
|--|--|----------------------------|---|
| 4. L.R. / H.R issues / grievances: ONA interest arbitration was held on April 12 th , 2018 in Sudbury. We are awaiting the Arbitrator's award. | | | |
| 5. Outbreaks details: | | | |
| 6. Regulatory Visits and/or orders received – (MOL, Public Health, Fire etc...) | | | |
| 7. Most Recent Financials Received – Month: March 2018 | | | |
| Envelope | Over / under spent amt \$ | Reason for Variance | Action plan to address |
| Nursing (include RAI, BSO,RPN etc) | Overspent by \$10,286 compared to budget | | |
| Programs | Underspent by \$5,515 compared to budget | | Surplus used to offset Food and Nursing deficit. |
| Food | Overspent by \$1,368 compared to budget | | Chris will continue to find ways to reduce this over expenditure. |
| Accommodation | Overspent by \$19,130 compared to budget | | A/C replacement parts and supplies |
| 8. Capital Expenditures : The large rooftop A/C unit was received and expensed in March. | | | |
| 9. R & M Expenditures The parts and supplies required for the A/C replacements were received and expensed in March. | | | |
| 10. Accounts receivables (over 90 days) – confirm that you have reviewed this report with your OC and follow up action is in progress We have one account over 90 days for a deceased resident. The Administrator continues to follow up with the POA and will submit a claim to the estate. | | | |
| 11. Additional Information | | | |
| 12. Quality Indicators – QUIP/CIHI Comments on Progress – Any concerns, roadblocks to meeting target N/A | | | |

MINUTES
COMMUNITY POLICING ADVISORY COMMITTEE MEETING
21 FEBRUARY 2018
MINDEMOYA COUNCIL CHAMBERS
7:00 P.M.

| | | |
|-----------------|-------------------|--------------|
| PRESENT: | S/Sgt. Kevin WEBB | Dale SCOTT |
| | Hugh MOGGY | Wayne BAILEY |
| | Yvonne BAILEY | Brian PARKER |
| | Eric RUSSELL | |

Minutes Taken by: Carol FERGUSON

CALL MEETING TO ORDER

Dale SCOTT called the meeting to order at 7:04 p.m.

ADOPTION OF AGENDA

Agenda for meeting was provided to all present. Dale SCOTT asked if there were any additions or any discussion required.

Moved by Hugh MOGGY and seconded by Wayne BAILEY that the agenda be adopted. CARRIED.

ADOPTION OF MINUTES

Minutes of the November 15, 2017 meeting have been circulated and members were asked if there are any errors or omissions. Dale asked if anyone had anything they wanted to discuss in relation to the minutes.

S/Sgt. WEBB mentioned that he will be discussing the Street Crime position under New Business.

Wayne BAILEY mentioned that he had been speaking with Mike MANTHA about Bill 175. Mike Mantha states that he is very aware that the Bill does not fit Northern Ontario. It will work great for large cities but not small communities in Northern Ontario. Mr. MANTHA is attending a meeting of Mayors and Council of Northern Ontario in the future and this will be discussed.

Moved by Eric RUSSELL and seconded by Yvonne BAILEY that the minutes be adopted. CARRIED.

NEW BUSINESS

Bridal Veil Falls - Parking

S/Sgt. WEBB attended Billings Council Meeting last evening. He stated that the meeting went very well. He indicated that council members were under the interpretation that officers can ticket cars. This is not the case. Officer needs a driver in order to lay a charge. Municipality has requested enforcement, so enforcement will be provided. Cost of parking ticket is \$40.00. A committee is going to be constructed with partners from the OPP, MTO and community. Sgt. PATTERSON will represent the OPP on this committee. Cst. FORD who speaks on the radio weekly will bring some attention to the area, speaking about the signage, cost of ticket etc. Through social media the word will get out that tickets are being issued.

Hugh MOGGY asked about placing a billboard as you enter the community showing parking area. Cost of ticket for not parking in the designated area. Brian PARKER said MTO may not allow a billboard to be erected.

COMMUNITY STREET CRIME UNIT

S/Sgt. Webb advised that there was a competition for a permanent full-time street crime/drug strategy member. The position has now been filled and member is doing a great job. This member will continue to share resources with our First Nation partners. They meet often and share ideas and support each other. Seeing great results.

Cst. FORD is our main policing partner within Manitoulin Secondary School. Each of our four platoons has one member who liases with MSS. We want the students to gravitate and feel comfortable in speaking with Cst. FORD. She has managed to deal with things before they have become a problem and this is tremendous.

Officers enjoy taking part in school trips, ski trip, canoe trip etc.

Dale SCOTT asked what will happen when marihuana becomes legalized. S/Sgt. Webb stated it is going to be nothing different than alcohol – age restrictions will cover most students. It will be the same as liquor.

STAFFING

Cst. MELLAN will be retiring April 30th after 30 years of policing. When members retire their spots are easily filled. Manitoulin is a duration posting so a member must commit to 5 years but most stay much longer than 5 years.

Cst. ST. MARSEILLE is transferring from Espanola to Sudbury. His replacement is an experienced officer coming from Kirkland Lake.

Cst. MAKORT is transferring from Manitoulin to Lanark County.

Sgt. CORRIGAN is retiring May 31.

Rachel SKIPPEN was successful candidate in getting the Detachment Administrative contract position at the Gore Bay Detachment. Therefore, doors are open again in Gore Bay. She will provide court support to Cst. Steve REDMOND as well.

Hugh MOGGY asked if Cst. MELLAN's replacement would be assigned to Manitowaning? S/Sgt. WEBB stated Yes.

ROUND TABLE

Brian Parker – stated no complaints from Billings

Eric RUSSELL – stated they are very unhappy with the OPP in relation to missing township file investigation. Also, unhappy with the write up in the Expositor in relation to this case. Concerned about Tehkummah Councillors who are being interviewed by the OPP.

Would like to see some police presence in Tehkummah, as there is a speeding issue and not stopping at the stop sign continues to be an issue. S/Sgt. WEBB advised that he would send out an email to all members requesting they attend the Township of Tehkummah looking for speeders and persons going through stop sign. ✓

Yvonne BAILEY stated all is good in Gore Bay

Wayne BAILEY – all is good in Burpee/Mills

Hugh MOGGY indicated Assiginack is happy with the police presence they are seeing in the community. S/Sgt. WEBB mentioned each municipality where there is a school or hospital will naturally see more police presence.

Dale SCOTT mentioned Central Manitoulin has a few ongoing issues. Firstly, he wanted to express his admiration for the officers who live in the community. They have all become part of the community by attending local churches, children at local schools, sports etc. The community respects the job they have to do, officers seem to be able to take the good with the bad. S/Sgt. WEBB stated the officers are very passionate about the communities where they live.

Mr. SCOTT talked about partnership with assisted living complex across the street from Mindemoya hospital. Commitment for a side walk on the highway in this area. MTO will advise if this can happen. A crosswalk to the hospital would be beneficial as well. Speed Limit reduction from 70 km at Ketchankookem down to 50 km through the town. A second crosswalk at the corner is still an ongoing discussion. Working with MTO has become easier over the last couple of years. S/Sgt. WEBB stated he understands the issues at the corner, he supports the proactive efforts by the council.

People are not abiding by the No Parking Signs in front of the arena again, so pylons are back out. The pylons work well.

DATE AND TIME OF NEXT MEETING

April 11, 2018 7:00 p.m. – Mindemoya Council Chambers

Meeting adjourned by Hugh MOGGY at 7:55 p.m.

“Police, at all times, should maintain a relationship with the public that gives reality to the historic tradition that the police are the public and the public are the police; the police being only members of the public who are paid to give full-time attention to duties which are incumbent on every citizen in the interests of community welfare and existence”.



STAFF REPORT TO COUNCIL

REPORT TITLE:

DATE:

Used Book Store / Information Booth

May 1, 2018

BACKGROUND

The Last Chapter Used Book Store, operated by the Friends of the Library, has been operating out of the Burns Wharf Building for several years.

Councillor Fields approached the current information booth lessee, Jen Hooper, about moving the used book store into the information booth and sharing the space as the volunteers at the book store would be able to provide additional tourist information coverage. Ms. Hooper was amenable to the idea however the coordinating and planning did not work out therefore she has decided not to use the information booth this summer.

Councillor Fields brought forward the idea to the Friends of the Library at their April meeting, the committee had known their time was limited in Burns Wharf and had expected a move. The Friends of the Library have planned to hold a blowout sale on the weekend of May 12-13th in conjunction with the Agricultural Society who will have a bake sale at the same time. This will take place outside of the Burns Wharf Building and then the move to the information booth will begin following the sale. There is some furniture in the information booth that will be removed to make room for book shelves. Volunteers will be needed to help with the move.

Staff and Councillors had received comments over the last two years that the booth should be run by volunteers as it had been in the past. This proposed new use accomplishes that goal of being able to provide tourist information from volunteers and provides a needed new home for the used book store.

FINANCIAL IMPLICATIONS

The 2018 budget for the Information Booth is \$10,050:

| | | |
|---------------------|---------|--------------------------------------|
| Telephone/Internet: | \$2,500 | |
| Hydro: | \$ 450 | |
| Maintenance: | \$3,500 | |
| Office Supplies: | \$ 100 | |
| Membership: | \$3,500 | - MTA Tourist Welcome Centre in L.C. |

The information booth was significantly under budget in 2017 and even with the Friends of the Library using the building, no cost increases are expected. It has been suggested that the landline be disconnected since it is being staffed by volunteers.

CONSULTATION/ATTACHMENTS

None

DISPOSITION

Council

Respectfully submitted by,

Jeremy Rody, Clerk

The Township of Assiginack
 CHEQUE DISTRIBUTION REPORT
 Payables Management

Ranges: **From:** **To:**
 Vendor ID First Last Chequebook ID First Last
 Vendor Name First Last Cheque Number 0027662 0027686
 Cheque Date First Last
Sorted By: Cheque Number

Distribution Types Included: All

| ChqNo: | Date: | Vendor: | Amount: |
|-----------------------------|--------------------------------------|-------------------------|------------|
| 0027662 | 16/04/2018 | ALTON HOBBS | \$275.00 |
| InvNo: 080393 | InvDesc: eyeglasses (kelli) | InvAmt: \$275.00 | |
| 0027663 | 16/04/2018 | BELL CANADA | \$20.62 |
| InvNo: 2018 04 01 | InvDesc: toll free line | InvAmt: \$20.62 | |
| 0027664 | 16/04/2018 | CITY OF GREATER SUDBURY | \$659.87 |
| InvNo: 00085529 | InvDesc: feb recyl. material | InvAmt: \$659.87 | |
| 0027665 | 16/04/2018 | COMPUTREK | \$37.97 |
| InvNo: 17055 | InvDesc: offsite backup data storage | InvAmt: \$37.97 | |
| 0027666 | 16/04/2018 | EASTLINK | \$1,925.33 |
| InvNo: 05085519 | InvDesc: bwt | InvAmt: \$78.90 | |
| InvNo: 05085487 | InvDesc: info booth | InvAmt: \$148.91 | |
| InvNo: 05085497 | InvDesc: arena | InvAmt: \$137.84 | |
| InvNo: 05085516 | InvDesc: marina | InvAmt: \$78.90 | |
| InvNo: 05085287 | InvDesc: mun.office | InvAmt: \$579.31 | |
| InvNo: 05085520 | InvDesc: pw | InvAmt: \$209.50 | |
| InvNo: 05085485 | InvDesc: fd-interconnect | InvAmt: \$78.90 | |
| InvNo: 05085496 | InvDesc: fd | InvAmt: \$103.76 | |
| InvNo: 05085507 | InvDesc: ss wtp | InvAmt: \$78.90 | |
| InvNo: 05085474 | InvDesc: man streams | InvAmt: \$163.04 | |
| InvNo: 05085504 | InvDesc: norisle | InvAmt: \$69.91 | |
| InvNo: 05085506 | InvDesc: mtg wtp | InvAmt: \$148.92 | |
| InvNo: APRIL 10 2018 PW | InvDesc: pw-dsl | InvAmt: \$48.54 | |
| 0027667 | 16/04/2018 | GERRY STRONG | \$307.70 |
| InvNo: APRIL 16 2018 | InvDesc: bldg insp/planning mileage | InvAmt: \$307.70 | |
| 0027668 | 16/04/2018 | HYDRO ONE NETWORKS INC. | \$4,057.58 |
| InvNo: APRIL 4 2018 NORISLE | InvDesc: norisle/heritage park | InvAmt: \$30.10 | |
| InvNo: APRIL 4 2018 PW | InvDesc: pw | InvAmt: \$565.91 | |
| InvNo: APRIL 4 2018 DEPOT | InvDesc: depot | InvAmt: \$215.59 | |
| InvNo: APRIL 4 2018 ICE PLT | InvDesc: arena-ice plant (estimate) | InvAmt: \$2,956.59 | |
| InvNo: APRIL 10 2018 MUN. | InvDesc: mun.office | InvAmt: \$289.39 | |

The Township of Assiginack
 CHEQUE DISTRIBUTION REPORT
 Payables Management

| ChqNo: | Date: | Vendor: | Amount: |
|---------------------------|---|------------------------------------|------------|
| 0027669 | 16/04/2018 | JOHN W MAY | \$3,842.00 |
| InvNo: 431 | InvDesc: legal fees | InvAmt: \$282.50 | |
| InvNo: 432 | InvDesc: legal fees | InvAmt: \$3,559.50 | |
| 0027670 | 16/04/2018 | MANITOULIN CENTENNIAL MANOR | \$5,008.59 |
| InvNo: MAY 1 2018 INSTALL | InvDesc: 2018 1st install one-time fund | InvAmt: \$5,008.59 | |
| 0027671 | 16/04/2018 | MANITOULIN EXPOSITOR | \$59.75 |
| InvNo: 97927 | InvDesc: advertising | InvAmt: \$59.75 | |
| 0027672 | 16/04/2018 | MANITOULIN VETERINARY COMMITTEE | \$583.00 |
| InvNo: 2018 VET FEES | InvDesc: 2018 veterinary fees | InvAmt: \$583.00 | |
| 0027673 | 16/04/2018 | MANITOWANING PHARMACY | \$13.49 |
| InvNo: 1-406542 | InvDesc: pec-mrch brk craft supplies | InvAmt: \$13.49 | |
| 0027674 | 16/04/2018 | MANITOWANING FRESHMART | \$8.18 |
| InvNo: 00387387 | InvDesc: pec-kids craft snacks | InvAmt: \$8.18 | |
| 0027675 | 16/04/2018 | NEW NORTH FUELS INC | \$2,313.65 |
| InvNo: 453778 | InvDesc: admin-f.oil | InvAmt: \$405.53 | |
| InvNo: 454158 | InvDesc: pw-diesel | InvAmt: \$1,354.17 | |
| InvNo: 454157 | InvDesc: pw-dyed diesel | InvAmt: \$553.95 | |
| 0027676 | 16/04/2018 | PITNEY BOWES | \$251.57 |
| InvNo: 3200746546 | InvDesc: postage meter lease | InvAmt: \$251.57 | |
| 0027677 | 16/04/2018 | PITNEY WORKS | \$113.00 |
| InvNo: APRIL 3 2018 | InvDesc: postage meter refill | InvAmt: \$113.00 | |
| 0027678 | 16/04/2018 | RIVERSIDE ENTERPRISES | \$2,370.74 |
| InvNo: 19287 | InvDesc: march recy.transport | InvAmt: \$2,370.74 | |
| 0027679 | 16/04/2018 | SUPERIOR PROPANE INC. | \$35.60 |
| InvNo: 19455875 | InvDesc: pw-cylinder retanal | InvAmt: \$11.87 | |
| InvNo: 19455876 | InvDesc: arena-cylinder rental | InvAmt: \$23.73 | |
| 0027680 | 16/04/2018 | Manitowaning Agricultural Society | \$500.00 |
| InvNo: 2018 DONATION | InvDesc: 2018 donatio | InvAmt: \$500.00 | |
| 0027681 | 16/04/2018 | AMCTO - ZONE 7 | \$55.00 |
| InvNo: APRIL 2018 | InvDesc: amcto 2018 spring zone meet. | InvAmt: \$55.00 | |
| 0027682 | 16/04/2018 | ISLAND ANIMAL HOSPITAL | \$300.00 |
| InvNo: RES #107-07-18 | InvDesc: bal 2018 don.fixing our feline | InvAmt: \$300.00 | |
| 0027683 | 16/04/2018 | TULLOCH ENGINEERING | \$384.20 |
| InvNo: 155319-31 | InvDesc: mun.drain work | InvAmt: \$384.20 | |
| 0027684 | 16/04/2018 | WHYTES | \$565.00 |
| InvNo: INV-166 | InvDesc: advertising | InvAmt: \$565.00 | |
| 0027685 | 16/04/2018 | HUMANIOA ENTERPRISES LIMITED | \$22.54 |
| InvNo: 1126 | InvDesc: workpl.viol/harass.training | InvAmt: \$22.54 | |
| 0027686 | 16/04/2018 | FEDERAL EXPRESS CANADA CORPORATION | \$66.84 |

The Township of Assiginack
CHEQUE DISTRIBUTION REPORT
Payables Management

InvNo: 2-344-21335

InvDesc: freight

InvAmt:

\$66.84

*** End of Report ***

Report Total:

\$23,777.22

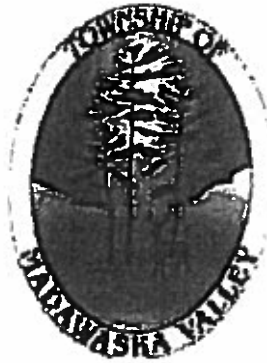
Date : 16/04/2018
Time : 10:37:46 AM

The Township of Assiginack

Page: 1

| Payment # | Amount | Date | Batch # | Employee ID | Employee Name | Status | Payment Method |
|-----------|--------|------------|-----------|-------------|-----------------------|-------------|----------------|
| 0027657 | | 16/04/2018 | 04/16COMB | 118 | COOPER, RONALD | OUTSTANDING | Cheque |
| 0027658 | | 16/04/2018 | 04/16COMB | 122 | HOBS, ALTON | OUTSTANDING | Cheque |
| 0027659 | | 16/04/2018 | 04/16COMB | 126 | MacDONALD, DEBORAH | OUTSTANDING | Cheque |
| 0027660 | | 16/04/2018 | 04/16COMB | 133 | BOND, FREDA | OUTSTANDING | Cheque |
| 0027661 | | 16/04/2018 | 04/16COMB | 158 | QUACKENBUSH, ASHLEY T | OUTSTANDING | Cheque |
| 1269 | | 16/04/2018 | 04/16COMB | 106 | WOOD, STEVEN | OUTSTANDING | Direct Deposit |
| 1270 | | 16/04/2018 | 04/16COMB | 134 | VIRTANEN, ANNETTE | OUTSTANDING | Direct Deposit |
| 1271 | | 16/04/2018 | 04/16COMB | 140 | REID, WALTER | OUTSTANDING | Direct Deposit |
| 1272 | | 16/04/2018 | 04/16COMB | 155 | BECK, WILLIAM | OUTSTANDING | Direct Deposit |
| 1273 | | 16/04/2018 | 04/16COMB | 163 | MACDONALD, ROBERT | OUTSTANDING | Direct Deposit |
| 1274 | | 16/04/2018 | 04/16COMB | 164 | MIDDAUGH, WAYNE | OUTSTANDING | Direct Deposit |
| 1275 | | 16/04/2018 | 04/16COMB | 168 | STRONG, GERRY | OUTSTANDING | Direct Deposit |
| 1276 | | 16/04/2018 | 04/16COMB | 186 | RODY, JEREMY | OUTSTANDING | Direct Deposit |
| 1277 | | 16/04/2018 | 04/16COMB | 205 | MOFFAT, PAUL | OUTSTANDING | Direct Deposit |
| 1278 | | 16/04/2018 | 04/16COMB | 206 | CASE, ROBERT | OUTSTANDING | Direct Deposit |
| 1279 | | 16/04/2018 | 04/16COMB | 211 | MOGGY, HUGH | OUTSTANDING | Direct Deposit |
| 1280 | | 16/04/2018 | 04/16COMB | 214 | FIELDS, LESLIE | OUTSTANDING | Direct Deposit |
| 1281 | | 16/04/2018 | 04/16COMB | 216 | REID, BRENDA | OUTSTANDING | Direct Deposit |
| 1282 | | 16/04/2018 | 04/16COMB | 301 | ROBINSON, DEBBIE | OUTSTANDING | Direct Deposit |
| 1283 | | 16/04/2018 | 04/16COMB | 323 | WHITE, JACQUELINE | OUTSTANDING | Direct Deposit |
| 1284 | | 16/04/2018 | 04/16COMB | 329 | OBRIEN, CHERYL | OUTSTANDING | Direct Deposit |

Total : \$18,615.06



**THE CORPORATION OF THE TOWNSHIP
OF MADAWASKA VALLEY**

P.O. Box 1000

85 Bay Street

Barry's Bay ON K0J 1B0

Ph 613-756-2747 Fax 613-756-0553

Info@madawaskavalley.ca

Moved by: Councillor Archer 2018-32-0305
Seconded by: Councillor Peplinski 05 March 2018

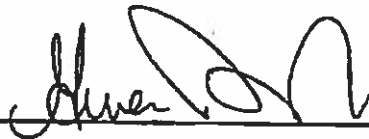
BE IT RESOLVED:

THAT the Council of the Township of Madawaska Valley does hereby find as follows:
WHEREAS: Small, rural Municipalities face significant resource capacity challenges in the collection and maintenance of accurate data for asset management planning, standardized tools should be developed at the cost of the provincial government;
AND WHEREAS: These standardized tools should be piloted in a number of small rural municipalities with provincial government guidance and resources to ensure evidence based outcomes that satisfy the regulatory frameworks outlined in O. Reg.588/2017, and the expectations of the province going forward;
AND WHEREAS: These standardized tools should be designed with service level metrics for baseline data and automatic calculations and formulas that bring forward the data required to update the asset management plan in prescribed 5 year intervals and, with built in verification of data to be uploaded electronically for reporting.
NOW THEREFORE BE IT RESOLVED THAT The Township of Madawaska Valley strongly urges Premier Kathleen Wynne and the Province of Ontario to provide adequate financial resources for both staff and infrastructure to ensure successful compliance and implementation of the required municipal function for asset management planning in small, rural municipalities.

Replies to this correspondence can be forwarded electronically to gdombroski@madawaskavalley.ca

AND FURTHER THAT a copy of this resolution be sent to the Honourable Premier Kathleen Wynne, Mr. John Yakabuski, MPP Renfrew-Nipissing-Pembroke, Mr. Vic Fedeli, Interim Leader of the Progressive Conservative Party of Ontario, Ms. Andrea Horwath, Leader of the Ontario New Democratic Party, the Rural Ontario Municipal Association, and all Ontario municipalities.

X CARRIED.



Gwen Dombroski, Acting Clerk

Replies to this correspondence can be forwarded electronically to gdombroski@madawaskavalley.ca



Mailed — 121-MP's
April 10/18 22- Senator

The Corporation of the
TOWNSHIP OF BALDWIN

P.O. Box 7095, 11 Spooner Street
MCKERROW, ONTARIO
POP 1M0

TEL: (705) 869-0225 FAX: (705) 869-5049

April 9th 2018

Dear Members of Parliament, House of Commons,

In our absence from being able to speak in person on this matter of Bill C-71, I request that our esteemed colleagues from the Canadian Shooting Sports Association (CSSA) be allowed to speak on our behalf. These folks are well versed in the existing firearms legislation and licensing requirements in Canada and can easily explain to non-firearm's owners current legislation already in place and the rigorous criteria needed to obtain a Firearms License or PAL that is required before any person can purchase any firearm or any ammunition.

We have listened to both sides of the debate concerning bill C-71 and have also done extensive reading on the matter, reviewed the flawed statistics charts that single out the lowest year of crime in 40 years and use it as a base point for increase or decrease. Its unfortunate that the Federal Government and News Media do not realize what's contained in the current legislation that is already in place and has been since the mid 1990's. Rather than create new legislation, why not spend the time and money in enforcing the laws that are on the books today that never really seems to matter as a deterrent to the criminal and gang element?

The RCMP daily checks all Firearms License holders (Commonly called Firearms License or PAL) in Canada for any wrong doing and that is more than sufficient without putting additional or duplicate checks in place.

Simply enforce the laws that are in place now without putting new ones in place.

We have heard numerous times that a Police Officer needs to know what firearms he may be facing each time he comes to a residence. That statement, if applied, creates a very false sense of security because if the answer came back and said "no firearms" and he/she proceeds with that thought in mind, and it just happens to be a criminal with illegal firearms, then what happens? However, the Police know better than that and always proceed with caution to any domestic dispute but the Media like to glamourize it as a selling point for any proposed new gun legislation.

The Conservation Officers (CO'S) in this province during a single hunting season encounter more law-abiding people with firearms than most police officers would in their entire career. Many of these encounters are often in very remote locations with no cell service. There are no issues with their checks due to the fact that the majority of all firearms owners are very responsible citizens. For those folks that are unsure of a "Conservation Officer's" duty, they are officers that work for the MNRF enforcing all the hunting and fishing laws in all parts of the province.

Much of our country was founded and built with the use of firearms first in the fur trade and then in the rebellions/uprisings in the 1700's and 1800's and then the wars.

Many Canadian families have a long list of service in the military in WW 1 and WW2 and Foreign Wars with many being left overseas at very young ages. These folks fought for some of the rights and the privileges that we have today.

Trapping has been and still is a way of life for generations in many families.

For many Ontarian's firearms are a part of their lifestyle and culture and heritage especially those living in the north and even to some extent those in the GTA.

I'm asking that you make a wise move and cancel Bill C-71 and simply enforce the legislation that is in place.

Thanks very much,

Sincerely,

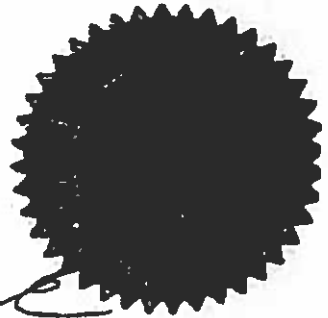
**Mayor Vern Gorham,
Township of Baldwin.**

THE CORPORATION OF THE TOWNSHIP OF BALDWIN

MOVED BY: *David Fairbairn* DATE: April 9th, 2018
SECONDED BY: *B. McDowell* MOTION NO.: 18-39

NOW THEREFORE BE IT RESOLVED THAT: The Township of Baldwin send the attached explanatory letter to all Municipalities in Ontario for their support via e-mail as well as by Canada Post to all MP'S and Senators that represent our Province of Ontario.
We don't need bill C-71 and it should be quashed without further ado.

Carried Defeated Mayor *[Signature]*



| RECORDED VOTE | FOR | AGAINST |
|-----------------|-----|---------|
| Vern Gorham | ✓ | |
| David Fairbairn | ✓ | |
| Texas MacDonald | ✓ | |
| Ray Maltais | ✓ | |
| Bert McDowell | ✓ | |

Ministry of Infrastructure

Office of the Minister

Hearst Block, 8th Floor
900 Bay Street
Toronto, Ontario M7A 1L2
Telephone: 416-325-6666
Fax: 416-314-5464

Ministère de l'Infrastructure

Bureau du ministre

Édifice Hearst, 8^e étage
900, rue Bay
Toronto (Ontario) M7A 1L2
Téléphone : 416 325-6666
Télécopieur : 416 314-5464



April 19, 2018

Dear Mayor/Head of Council:

I am pleased to inform you that on March 14, 2018, the Ontario government signed an Integrated Bilateral Agreement (IBA) to partner with the Government of Canada to deliver up to \$11.8 billion in federal funding and \$10 billion in provincial funding for infrastructure projects under the Investing in Canada Infrastructure Program, over the next ten years.

Under this new program, the federal government will pay up to 40 per cent for most projects, with the province contributing up to 33 per cent and municipalities contributing the remaining 27 per cent. Through this agreement, contributions by all three levels of government are expected to result in an overall infrastructure investment of at least \$30 billion. The Ministry of Infrastructure has begun work on finalizing programs and administrative processes to implement the funding under the four federal funding streams: public transit; green infrastructure; community, culture and recreation; and rural and northern infrastructure.

Under the agreement the federal and provincial governments will together be providing up to \$15.1 billion in funding for public transit. The federal government has decided that the funding will be allocated to municipalities with existing transit systems using the 2015 transit ridership statistics. Within the next few weeks, the 98 municipalities with transit authorities can expect to receive another letter from me with confirmation of and additional detail on how to access their federally determined ridership-based allocation over the next ten years.

For the green; community, culture and recreation; and rural and northern streams, funding will be delivered through a mix of allocation and application-based programs similar to the current Clean Water Wastewater Fund and Small Communities Fund, and will include municipal, not-for-profit, and Indigenous recipients. The intake for these programs will not begin before the Ontario election begins in May 2018.

As part of this work, my ministry will engage partners as intake processes are developed. This is just the first step in the roll out of a long-term program that will support infrastructure investments across the province. Following the launch of these programs, my ministry will assess and nominate projects to the federal government. Programs are expected to begin launching toward the end of this year in order to best align with municipal election cycles and allow municipalities adequate time to determine their priorities.

I encourage you to work with your officials to ensure that local priority projects align with federal eligibility criteria, as outlined in the IBA, which can be accessed at www.infrastructure.gc.ca/prog/agreements-ententes/2018/2018-on-eng.html.

Since the launch of the Ontario's Municipal Infrastructure Strategy in 2012, provincial funding programs for municipal infrastructure have required communities to demonstrate a growing commitment to asset management planning. In developing your priorities, I would encourage you to ensure they align with these principles and build on our work to date in promoting sound infrastructure planning and fiscal sustainability.

Together, we have a responsibility to maintain a strong economy and high standards of living by building the critical public infrastructure needed in communities across Ontario. It has been a journey since negotiations for the new federal funding program started in spring 2017. I would like to thank the municipal sector—including the Association of Municipalities of Ontario (AMO)—who supported the Ministry of Infrastructure as it worked to improve the federal terms and conditions of this agreement.

Thank you again for your support and I look forward to continue working with you as we deliver the next phase of transformative federal-provincial infrastructure investments. If you have any questions, please contact Julia Danos, Director of the Intergovernmental Policy Branch, at Julia.Danos@ontario.ca.

Sincerely,

A handwritten signature in black ink that reads "Bob". The signature is stylized and cursive.

Bob Chiarelli
Minister

APR 13 2018



MANITOULIN NAVY LEAGUE

Box 494, Little Current Ontario P0P 1K0

April 11, 2018

Township of Assiginack
25B Spragge St., P.O. Box 238
Manitowaning, Ontario
P0P 1N0

Attention: Alton Hobbs, CAO

Re: Financial Support for Manitoulin Sea Cadet Corps

Dear Mr. Hobbs:

This is our annual letter requesting support for our Manitoulin Sea Cadet Corps.

Bur first, I'd like to share something. I learned about just recently, and it's a representative example of the leadership our Sea Cadet program continually works towards instilling in our Cadets.

Last spring, Cadet Tim VanVolvingburgh from Mindemoya aged out of the Sea Cadet program and graduated from MSS at the same time.

He went directly into the military and was one of a class of 60 who began their basic training at Gagetown, New Brunswick.

Of the 60 who began, 32 finished the program and at the basic training graduation ceremony (which his parents attended) Tim was chosen by his officers and leaders and given the honour to carrying the colours. He has been posted to a regular army role at Camp Borden where he is beginning to learn his military trade as Private VanVolkingburgh.

Not every cadet, certainly, seeks a military life but in the 13-plus year history of our Island corps, the average is nearly one Sea Cadet per year choosing a career in uniform and proudly representing Manitoulin across Canada and, as well, around the world.

The Manitoulin Sea Cadet Corps' strength is presently at 25, including a young person who recently came to live on the Island and immediately moved from an Army Cadet Corps to our Sea Cadet program here. She is also joining the Corps band.

Last summer, 15 of our Corpsmen and Corpswomen were able to attend Cadet corps camps, sponsored by the Department of National Defence. One of them, now the Corps Coxswain, held an instructors' position in Kingston.

The Officers are at full strength and there are a number of qualified Civilian Instructors who help the program in various ways.

Young people come to the weekly Monday parade nights at the Little Current Public School gym where they learn discipline, respect for others and self-respect.

If you would like to visit a parade night, you are welcome to do so. Parades (the program) begin at 6:30 pm and you can expect to see drills being smartly executed on orders from those in Sea Cadet leadership roles, under the supervision of the Commanding Officer and her staff.

This year's realistic budget of locally raised funds to support activities the Department of National Defence does not fund stands at \$15,000.

So far this year, the Manitoulin Navy League, the Sea Cadets sponsoring group, has held two fundraising events: The Robbie Burns Dinner in January and a large indoor yard sale in early March.

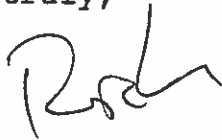
Events of this kind, organized by the volunteer Navy League, are ongoing but we need your support to maintain the program and keep the door open to any of our youth who want to participate and experience the military life and all it stands for at this local level.

Please help the Manitoulin Sea Cadet Corps as you are able.

If you have any questions, please contact me at 705-368-3101.

Donations can be sent to the address shown on the letterhead or they can be dropped off at The Expositor office in Little Current or at the Recorder office in Gore Bay.

Thank you for kind consideration,
Yours truly,



Rick McCutcheon,
Fundraising Chair,
Manitoulin Navy League

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



RECEIVED
APR 19 2018

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,

A handwritten signature in black ink that reads "Laura Albanese".

Laura Albanese
Minister



The Corporation of the

**Township
of
Uxbridge**

In The Regional Municipality of Durham

Town Hall
51 Toronto Street South
P.O. Box 190
Uxbridge, ON L9P 1T1
Telephone (905) 872-9181
Facsimile (905) 872-9674
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;

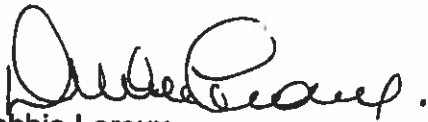
AND WHEREAS municipalities should have the right to approve or reject these projects, and assess whether the potential economic benefits are of sufficient value to offset any negative impacts and environmental concerns;

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

THE CORPORATION OF THE TOWNSHIP OF ASSIGNACK

BY-LAW #18-14

BEING A BY-LAW to authorize a municipal funding agreement between The Association of Municipalities of Ontario and the Township of Assignack for funding under Ontario's Main Street Revitalization Initiative

WHEREAS Section 9 of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Subsection 5(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Council of the Corporation of the Township of Assignack deems it expedient to enter into the Funding Agreement as supplied by the Association of Municipalities of Ontario;

NOW THEREFORE THAT the Council of the Corporation of the Township of Assignack **ENACTS AS FOLLOWS:**

1. THAT the Mayor and Clerk are authorized to sign the Funding Agreement, between the Association of Municipalities of Ontario and the Corporation of the Township of Assignack for funding under Ontario's Main Street Revitalization Initiative.
2. THAT the Municipal Funding Agreement, Schedule "A", be attached to and form part of this by-law.
3. THAT this by-law shall come into force and take effect upon third and final reading.

Read for a first, second, and third time
this 1st day of May 2018.

Mayor – P. Moffatt

Clerk – J. Rody

Seal

MUNICIPAL FUNDING AGREEMENT

ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE

This Agreement made as of 1st day of April, 2018.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE TOWNSHIP OF ASSIGINACK

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

WHEREAS the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

WHEREAS the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

WHEREAS the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

WHEREAS AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

“Agreement” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

“Association of Municipalities of Ontario (AMO)” means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

“Communication Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“Community Improvement Plan” has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Effective Date” is April 1, 2018.

“Eligible Costs” means those expenditures described as eligible in Schedule C.

“Eligible Projects” means projects as described in Schedule B.

“Eligible Recipient” means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

“Event of Default” has the meaning given to it in Section 11.1 of this Agreement.

“Funds” mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Costs” means those expenditures described as ineligible in Schedule C.

“Lower-tier Municipality” means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

“Municipal Physical Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Ontario” means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

“Parties” means AMO and the Recipient.

“Project Completion Date” means the Recipient must complete its Project under this Agreement by March 31, 2020.

“Recipient” has the meaning given to it on the first page of this Agreement.

“Results Report” means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

“Single-tier Municipality” means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient’s Annual Report.

1.2 Interpretations:

Herein, etc. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial 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 supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
 - a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
 - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
 - a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be

awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE COSTS

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):

- a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
- b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
- c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

6.3 Transfer of Funds to a non-municipal entity. Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
- b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
- c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

6.4 Use of Funds. The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

6.5 Payout of Funds. The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

6.6 Use of Funds. The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,

- b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:
 - a) the amounts received from AMO under this Agreement;
 - b) the amounts received from another Eligible Recipient;
 - c) the amounts transferred to another Eligible Recipient;
 - d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

- 7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

8. RECORDS AND AUDIT

- 8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.
- 8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.
- 8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

9. INSURANCE AND INDEMNITY

- 9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.
- 9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended

or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

- 9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
 - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.
- 9.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
- (a) the Funds;
 - (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
 - (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
 - (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

10. DISPOSAL

- 10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or

for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

11. DEFAULT AND TERMINATION

- 11.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.
- 11.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

12. CONFLICT OF INTEREST

- 12.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

13. NOTICE

13.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

13.2 **Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director
Main Streets Agreement
Association of Municipalities of Ontario 200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Email: mainstreets@amo.on.ca

b) If to the Recipient:

Treasurer/Deputy CAO
Deb MacDonald
TOWNSHIP OF ASSIGINACK
Box 238, 25-B Spragge St.
Manitowaning, ON P0P 1N0
(705) 859-3196
dmacdonald@amtelecom.net

14. MISCELLANEOUS

14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

14.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this

Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.
- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

15. SCHEDULES

- 15.1 This Agreement, including:
 - Schedule A Municipal Allocation
 - Schedule B Eligible Projects
 - Schedule C Eligible and Ineligible Costs
 - Schedule D Reporting

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

16. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

TOWNSHIP OF ASSIGINACK

Mayor Name

Signature

Clerk Name

Signature

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By Title

Signature

In the presence of:

Witness Title

Signature

**SCHEDULE A
MUNICIPAL ALLOCATION**

RECIPIENT'S NAME: TOWNSHIP OF ASSIGINACK

ALLOCATION: \$38541.6748

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.

SCHEDULE B ELIGIBLE PROJECTS

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
 - a. Commercial building façade improvements
 - b. Preservation and adaptive reuse of heritage and industrial buildings
 - c. Provision of affordable housing
 - d. Space conversion for residential and commercial uses
 - e. Structural improvements to buildings (e.g. Building Code upgrades)
 - f. Improvement of community energy efficiency
 - g. Accessibility enhancements

- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
 - a. Signage – wayfinding/directional, and gateway.
 - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
 - c. Marketing plan implementation – business attraction and promotion activities, special events.

**SCHEDULE C
ELIGIBLE AND INELIGIBLE COSTS**

1. Eligible Costs include:

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

2. Ineligible Costs include:

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics or marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;
- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.

**SCHEDULE D
REPORTING**

1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

| Project Title | Project Description | Eligible Project Category (CIP/ Municipal Physical Infrastructure) | Total Project Cost | Estimate of Funds (Main Street) Spent |
|----------------------|----------------------------|---|---------------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

| Annual Report Financial Table | Annual | Cumulative |
|---|---------|-------------|
| | 20xx | 2018 - 2020 |
| Opening Balance | \$xxx | |
| Received from AMO | \$xxx | \$xxx |
| Interest Earned | \$xxx | \$xxx |
| Received from An Eligible Recipient | \$xxx | \$xxx |
| Transferred to an Eligible Recipient | (\$xxx) | (\$xxx) |
| Spent on Eligible Projects (for each Eligible Project category) | (\$xxx) | (\$xxx) |
| Closing Balance of Unspent Funds | \$xxx | |

- b. **Project List:** The Recipient will provide to AMO a project list submitted in accordance with the following template:

| Recipient | Project Title | Project Description | Eligible Project Category | Total Project Cost | Main Street Funds Used | Start & End Date | Completed? |
|-----------|---------------|---------------------|---------------------------|--------------------|------------------------|------------------|----------------|
| | | | | | | | Yes/No/Ongoing |
| | | | | | | | |

3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. **Community Improvement Plan Eligible Projects**
 - Number of small businesses supported;
 - Total value of physical improvements;
 - Total Main Street Funds provided;
 - Total Municipal investment; and,
 - Total private investment.

- b. **Municipal Physical Infrastructure Eligible Projects**
 - Total value of physical improvements;
 - Total Main Street Funds provided; and
 - Total municipal investment.