



TOWNSHIP OF MELANCTHON

INAUGURAL MEETING AGENDA

Thursday, December 4, 2014 - 9:00 a.m.

- 1. Meeting to be called to Order by the CAO/Clerk**
- 2. Declaration of Elected Officials**
- 3. Minister's Inaugural Speech - Rev. Johanna Vanderspek**
- 4. Mayor's Inaugural Speech**
- 5. BREAK**
- 6. Opening of Regular Meeting - Mayor to call the meeting to Order**
- 7. Announcements**
- 8. Additions/Deletions/Approval of Agenda**
- 9. Declaration of Pecuniary Interest and the General Nature Thereof**
- 10. Approval of Draft Minutes - November 20, 2014**
- 11. Business Arising from Minutes**
- 12. Point of Privilege or Personal Privilege**
- 13. Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
- 14. County Council Update**
- 15. Committee Reports**
- 16. Correspondence**
 - * Items for Information Purposes**
 1. AMO Communications - Update on Bill 8, Accountability and Transparency Measures
 2. Copy of a resolution passed by the Municipality of McDougall dated November 19, 2014, Re: The New OPP Billing Model
 3. CTV News - Internet access is a human right, most users believe
 4. Letter from Ministry of Municipal Affairs and Housing dated November 19, 2014, Re: Provincial Notification Requirements on Land Use Planning Matters
 5. AMO Communications - AMO Members' Update - What Happened Today
 6. Letter from Laura Daly, Planner, Grand River Conservation Authority dated November 13, 2014, Re: Township of Melancthon - Adopted Official Plan
 7. Letter from Dufferin County to Mayor Elect White and Members of Council dated November 12, 2014, Re: Dufferin County Council Inaugural Session - Thursday December 11, 2014
 8. Email from Chris Hibberd, NVCA dated November 17, 2014, Re: Draft Official Plan Update
 9. Letter from Rogers with document called "Working Together to Improve Wireless Services"
 10. AMO Communications - Provincial Funding Announcements - 2015 OMPF and Public Transit
 11. Letter from Ministry of Agriculture, Food and Rural Affairs dated October 8, 2014, Re: Ontario Community Infrastructure Fund - Formula-Based Funding Allocation Notice
 12. AMO Watchfile - Bill 48, Restoring Planning Powers to Municipalities Act, 2014
 13. Site Meeting for Repair & Improvement to the Bradley Drain, December 13, 2014, R.J. Burnside & Assoc.

*** Items for Council Action**

1. Email from Randy Scherzer, Director of Planning & Development, Grey County dated November 5, 2014, Re: Draft Transportation Action Plan
2. Email from Vinothini Kajendran, Ministry of Municipal Affairs and Housing dated November 24, 2014, Re: Municipal Delegations at OGRA/ROMA Combined Conference
3. Letter from D. Gayle Wood, Interim Chief Administrative Officer, NVCA dated November 6, 2014, Re: Appointment of Members Nottawasaga Valley Conservation Authority
4. Email from Ministry of Agriculture, Food and Rural Affairs dated November 17, 2014, Re: Ontario Community Infrastructure Fund - Formula-based Component (OCIF-Formula)
5. Letter from Carey deGorter, Director of Admin/Town Clerk dated November 28, 2014, Re: Dufferin Municipal Provincial Offences Act Board Appointment

17. General Business

1. By-law to Appoint a Committee of Adjustment for the term of Council
2. By-law to Appoint Municipal Officials
3. By-law to Appoint a Board of Management for the Horning's Mills Hall Board
4. By-law to Appoint a Board of Management for the Horning's Mills Community Park
5. By-law to Appoint a Board of Management for the Horning's Mills Cemetery
6. By-law to Appoint a Board of Management for the St. Paul's Cemetery
7. By-law to Designate a Head of the Municipal Corporation for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act
8. By-law to Confirm One-Third Exemption of Remuneration for Council Members for their Term of Office
9. Motion to appoint Representatives to the various Township Sub-Committees - Roads, Human Resources, Procedural By-law
10. Accounts
11. Applications to Permit
12. Authorization to Pay Accounts
13. New/Other Business
 1. Council Meeting in January 2015
 2. Evening Council Meetings for the Months of January, February, March and April, 2015
14. Unfinished Business
 1. Mulmur Melancthon Townline Agreement
 2. Establishment of a Fire Sub-committee
 3. Grand River Conservation Authority Representative
 4. AMO Double-Hatter Motion
 5. Risk Management Officer - SWP

18. Road Business

1. Accounts

19. Delegations

1. 10:00 a.m. - Bridget Benn, Representative of the Ministry of Municipal Affairs and Housing to present the following modules to Council:
 - Role of Council, Councillor and Staff
 - Overview of Local Government
 - Councillors as Lawmakers
 - The Fiscal Context
 - Land Use Planning

20. Closed Session (if required)

21. Notice of Motion

22. Confirmation By-law

23. Adjournment and Date of Next Meeting - Thursday, December 18, 2014 - 9:00 a.m.

24. On Sites

25. Correspondence on File at the Clerk's Office

From: AMO Communications <communicate@amo.on.ca>
Sent: November-26-14 4:06 PM
To: dholmes@melancthontownship.ca
Subject: AMO Breaking News - Update on Bill 8, Accountability and Transparency Measures

November 26, 2014

Update on Bill 8, Accountability and Transparency Measures

Today, AMO President Gary McNamara appeared before the Standing Committee on General Government to address Bill 8 (*An Act to promote public sector and MPP accountability and transparency by enacting the Broader Public Sector Executive Compensation Act, 2014 and amending various Acts*).

Those chosen to appear before this Committee were given five minutes to present and ten minutes to answer questions from the all-party membership of the Committee. The Committee completes its nine hours of hearings today. It is set to debate amendments on December 1 and then the Bill is to be reported for Third Reading.

AMO's comments and recommended amendments focused on how to make the Bill clearer, address the already apparent conflicting interpretations, and deal with overlap and duplication. Good implementation is best informed by good, clear legislation. Highlights of our presentation follow. (For a full copy of remarks and the written submission, [click here](#).)

- Recognize the legislative and administrative role that elected councils play;
- Clarify that complaint investigation is about "fairness in" any decision in the course of administration;
- Clarify the roles of all the various investigative officers so there is no overlap and clarity of jurisdiction is articulated for all; that the respective processes are clear, especially if the "super" oversight system is not removed;
- Define "systemic reviews";
- Add a better definition of what constitutes a "meeting";
- Provide for a transition period for municipal governments so that their budget cycle and other work to implement the Bill can be properly done; and
- Provide balance and fairness by allowing for questions of jurisdiction to be asked of the courts by not only the Ombudsman, but all parties.

AMO believes that public trust is a shared value, whether a local, provincial or federal order of government. If a municipal government does not have that trust, it has every reason to earn it, and good government is best served when municipalities meet that goal independently.

AMO appreciates the efforts of its Working Group, composed of municipal lawyers and senior staff, in reviewing the Bill.

Watch for the next update on what amendments to this Bill, if any, the Standing Committee approves.

AMO Contact: Pat Vanini, AMO Executive Director, pvanini@amo.on.ca, 416-971-9856 ext. 316.

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RESOLUTION NO. 2014/163

DATE: November 19, 2014

CARRIED: ✓

DEFEATED: _____

MOVED BY:

L Malott

SECONDED BY:

[Signature]

DIVISION LIST

FOR

AGAINST

Councillor Daleman

Councillor Dixon

Councillor Johnson

Councillor Malott

Mayor Robinson

WHEREAS the Minister of Community Safety and Correctional Services announced a new OPP billing model to take effect on January 2015 based on calls for service and base costs;and

WHEREAS the effect of the new billing model is to shift policing costs from urban centres to small rural communities;and

WHEREAS the new funding formula will force small rural communities to consider alternative policing arrangements, cuts to existing programs and services, depletion of capital reserves or major increase in taxes;and

WHEREAS there will be no increase in OPP levels of service;and

WHEREAS the new funding formula will mean an increase for the Municipality of McDougall in OPP costs from \$255,884 in 2014 to \$523,458 in 2015 or an increase of 205 percent not accounting for the five year phase in adjustment;and

WHEREAS there is nothing in the new funding formula which controls future OPP cost increases;and

WHEREAS the new OPP funding formula will negatively affect over 130 small rural municipalities;and

WHEREAS if the model could be established with a 40% base cost and a 60% call for service providing a fairer distribution of costs to communities with lower crime rates;and

WHEREAS unorganized municipalities have not been considered in this new formula;and

WHEREAS small rural communities do not have the economic ability to generate new tax revenues from commercial property to off- set new costs;and

WHEREAS the larger urban municipalities are going to receive savings on new OPP costs and yet have the higher calls for service and crime rate;and

WHEREAS this means that small rural seasonal communities that are relatively safe communities are subsidizing larger urban centres;and



RESOLUTION NO. _____

DATE: _____

CARRIED: _____

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MOVED BY:

SECONDED BY:

DIVISION LIST

FOR

AGAINST

Councillor Daleman

Councillor Dixon

Councillor Johnson

Councillor Malott

Mayor Robinson

WHEREAS the overall OPP review process was flawed whereby the many resolutions, delegations and depositions by various communities were not listened to; the various committees that were established were weighted in favour of larger communities and the results appear to have been predetermined; and

WHEREAS the Police Services Act does not allow municipalities to be serviced by a police force that does not have a contiguous border and where many rural municipalities do not border a community with a police force, this restricts our opportunity to have a competitive police service other than the OPP;

NOW THEREFORE BE IT RESOLVED that the Council of the Municipality of McDougall reiterate its objection to the new OPP billing model and call on the Premier of Ontario, The Honourable Kathleen Wynne to change the billing formula to 40% base costs and 60% per call costs; and

FURTHER MORE that the Council of the Municipality of McDougall call on the Premier of Ontario, The Honourable Kathleen Wynne to amend the Police Services Act to allow a non-contiguous police force to service other communities; and

FURTHER THAT this resolution be circulated to all municipalities in the District of Parry Sound, all small rural municipalities in Ontario, the PC and NDP all parties and the Ombudsman's office.



MAYOR

Internet access is a human right, most users believe

Marlene Leung, CTVNews.ca
@MarleneLeung

Published Monday, November 24, 2014 11:42AM EST
Last Updated Monday, November 24, 2014 7:45PM EST

An international survey of Internet users has found that more than 80 per cent believe affordable access to the Internet should be a basic human right.

Some 23,326 Internet users from 24 different countries were surveyed on a range of issues including online security, surveillance and censorship.

The CIGI-Ipsos Global Survey on Internet Security and Trust found that 83 per cent of users believe affordable access to the Internet should be a basic human right. As well, 81 per cent of users said the Internet is important for their own economic future and livelihood.

RELATED STORIES

Call to regulate Internet as a utility
sends investors scurrying

Net neutrality: Obama's stance
intensifies debate

Obama calls for ban on Internet 'fast
lanes'

Fen Hampson, director of CIGI's Global Security and Politics Program, said the results show that the public understands that the Internet has become a vital tool.

"Overwhelming global public support for the idea that access to the Internet should be a human right also shows just how important the Internet has come to freedom of expression, freedom of association, social communication, the generation of new knowledge, and economic opportunity and growth," Hampson said in a statement.

He added that the concept of the Internet as a human right is especially important, as two-thirds of the world's citizens do not yet have online access.

RELATED LINKS

CIGI-Ipsos Global Survey on Internet
Security and Trust [\[2\]](#)

"Unless they are brought online, a world of Internet 'have and have-nots' will not only contribute to income inequality, but also stifle the world's full potential for prosperity and innovation," he said.

The survey also found the following:

- 36 per cent believe private information on the Internet is very secure;
- 61 per cent are concerned about their own government monitoring their online activity;
- 62 per cent are concerned about foreign governments monitoring their online activity;
- 74 per cent are concerned about companies monitoring their online activities and selling that information without their consent;
- 57 per cent would trust a combined body including technology firms, engineers, non-governmental organizations and institutions, to play a vital role in running the Internet;
- 47 per cent would trust their own government to play a vital role in running the Internet;
- 64 per cent are concerned about governments censoring the Internet;
- 77 per cent are concerned about hackers accessing their online accounts, and stealing personal information;
- 72 per cent are concerned about important institutions in their country being cyber-attacked by a terrorist organization or foreign government.

Hampson said the survey also shows that fears about personal security have progressively moved into the digital realm.

"There is a gaping trust deficit in the Internet as people around the globe increasingly worry that their online identities and communications will be compromised or stolen by those who operate in the dark recesses of the Internet," he said.

He added that unless the public trust is restored in the Internet, it can never reach its full potential in promoting "human development and global prosperity."

Cyberattacks on key Canadian websites

The report comes on the heels of a series of cyberattacks on several key Canadian websites, including the Supreme Court, the Parliament of Canada, the Ottawa police and the Toronto Police Service.

A group of hackers claiming responsibility for the attacks said they were launched as payback for the arrest of an Ottawa teen at the centre of a "swatting investigation."

The hackers said the teen, who was arrested in May, has been falsely accused of "swatting," the practice of luring SWAT teams to fake emergencies.

The group claims to have documents that will help clear the teen's name. It also vowed to launch more cyberattacks.

MOST WATCHED

1 2 3 4

3

DEC 04 2014



Jamyang Palden, a 30-year-old Tibetan Buddhist monk uses his laptop to access his email at a cafe with WiFi connection in Dharamsala, India, Monday, Nov. 10, 2014. (AP / Ashwini Bhatia)



MORE NEWS FROM SCI-TECH



Google acquires spoon that steadies tremors

Research team captures deep-sea nightmare on film
Unidentified country likely behind sophisticated 'Regin' spying software
Internet access is a human right, most users believe
Demand for low-end smartphones on the rise
Tech Review: 3 cheap smartphones to consider

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**Ministry of
Municipal Affairs
and Housing**
Municipal Services Division
777 Bay Street – 13th Floor
Toronto ON M5G 2E5
Telephone: 416 585-6226
Fax: 416 585-6882
Toll-Free: 1 800 668-0230

**Ministère des
Affaires municipales
et du Logement**
Division des services aux municipalités
777, rue Bay, 13^e étage
Toronto ON M5G 2E5
Téléphone : 416 585-6226
Télécopieur : 416 585-6882
Sans frais : 1 800 668-0230



The Municipal Services Office – Central Ontario has moved!
We are now located on the 13th floor of 777 Bay Street; please update your records accordingly to ensure that mail is being sent to the correct floor in our building.

November 19, 2014

Ms. Denise B. Holmes, Clerk
Township of Melancthon
157101 Highway 10
Melancthon ON L9V 2E6

RE: Provincial Notification Requirements on Land Use Planning Matters

Dear Ms. Holmes:

The role of the Municipal Service Office is to act as the Ministry of Municipal Affairs and Housing's first point of contact for municipalities. A major objective of our office is to maintain contact with municipalities and to provide support related to governance, land use planning, and housing. As such, I would like to take this opportunity to:

- (re)introduce you to the staff in this office responsible for your municipality (see attached map);
- remind you of our role related to land use planning, local government and housing; and
- remind you of your obligations related to the provision of land use planning related notices.

Provincial One-Window Land Use Planning Role

From a land use planning perspective, the Municipal Services Office – Central Ontario provides one-window planning services including both approvals and review of various planning applications. This service is provided in collaboration with other Ministries that have a land use planning interest.

As you are aware, regulations in the Planning Act require certain planning materials and notifications be provided to the Ministry of Municipal Affairs and Housing. For your convenience, the table below outlines which materials are requested/ required to be provided to this office.

Where One-Window comments are requested for exempt or assigned OP/OPAs, please provide the Ministry with copies of the draft document, supporting reports and a letter outlining the specific matters about which One-Window Comments are being requested. Sufficient time should also be allocated in order to allow for a thorough and thoughtful review.

With respect to one-window planning matters where the Ministry is the Approval Authority, we also highly recommend initiating consultation with this Ministry as early as possible, well before final approval is sought. This may include entering into an agreed upon pre-consultation timeline and framework at the outset.

Mandatory Materials to Send to the Ministry:

<p>Non-Exempt OP/OPA Where MMAH is the Approval Authority (includes OP/OPAs initiated pursuant to sections 17, 22 and 26 of the Planning Act)</p>	<p>Exempt OPA Where MMAH is the Approval Authority (See Ontario Regulation 525/97)</p>
<p><i>Exempt – meaning Official Plan Amendments that are exempt from the approval of the Minister of Municipal Affairs and Housing pursuant to Ontario Regulation 525/97.</i></p> <p>• <i>Assigned – meaning Official Plans or Official Plan Amendments adopted by Lower Tier municipalities that are approved by Upper Tier Municipalities pursuant to Section 17(2) of the Planning Act.</i></p> <p><i>To determine exempt/non-exempt status visit the Ministry's website: http://www.mah.gov.on.ca/Page1298.aspx</i></p>	
<ul style="list-style-type: none"> • Draft OP/OPA, for pre-consultation and any relevant background information in support of the OP/OPA • Notice of Application, Public Meeting and Open House, per s. 22(6.4)(a) and 17(17) of Planning Act • Notice of Adoption • Record as Described in Ontario Regulation 543/06 Subsection 7 	<ul style="list-style-type: none"> • Draft OPA, for pre-consultation and any relevant background information in support of the OP/OPA • Notice of Application, Public Meeting and Open House • Notice of Adoption with copy of OPA • If appealed, <i>Notice of Appeal and Record as described in Ontario Regulation 543/06 Subsection 5</i> • Sworn declaration of Final Adoption

Note: Materials not listed on this table do not need to be provided.

Additional Areas of Provincial Interest

In many instances, the regulation indicates that materials should be forwarded to this Ministry "upon the Director's request".

Pursuant to 3(9) and 5 of O. Reg. 543/06, for municipalities for which the Minister of Municipal Affairs and Housing is not the approval authority, we wish to continue to be pre-consulted with, and notified of, upper, lower and single tier Official Plans and Amendments related to conformity with the Greenbelt Plan and the Greater Golden Horseshoe Growth Plan.

We also review and comment on Municipal Class Environmental Assessments that may have a bearing on the interests of the Province. We ask that you provide direction to those undertaking EA's for your municipalities, which may be of provincial interest, to send requests for comments to the appropriate Planning Manager in the Central Ontario municipal service office.

Finally, we strive for an open and productive relationship with municipalities – and appreciate participating in planning matters that are of provincial interest, at an early stage. We would be happy to attend informal meetings with you to discuss programs, plans and/or initiatives. We

can support your municipality outside of formal planning approvals identified above in a variety of ways, including but not limited to:

- Assisting municipalities with the implementation of the province's Plans (including Parkway Belt West Plan, Oak Ridges Moraine Conservation Plan, Greenbelt Plan and Growth Plan).
- Working with municipalities to protect matters of Provincial interest as stated in the Provincial Policy Statement, provincial plans and the *Planning Act*, and
- Supporting municipal capacity to implement Provincial requirements/programs and leverage the tools available to meet both provincial interests and local objectives.

For more information regarding the Ministry or this office specifically, please visit our ministry's web-site: <http://www.mah.gov.on.ca/>

Should you have any questions or concerns, feel free to contact me or my staff directly. I look forward to our on-going, productive partnership.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Wallace', written over the word 'Sincerely,'.

Marcia Wallace, PhD, MCIP, RPP
Regional Director

cc: J. Jorden, Planner, Township of Melancthon

**MINISTRY OF MUNICIPAL AFFAIRS
AND HOUSING
LOCAL GOVERNMENT, HOUSING AND
ONE WINDOW PLANNING SERVICES**

MSO- Central (Toronto)

Land Use Planning

***Community Planning and
Development (C1, C3, C5 to C10)***

Manager

Mark Christie (416) 585-6063

Team Lead

Sybelle von Kursell (416) 585-6053

Senior Planners

Louis Bitonti (416) 585-6563

Andrew Doersam (416) 585-6451

Planners

Laura Daly (C1, C3, C8) (416) 585-7578

Carlene Whittingham (C9, C10) (416) 585-6062

Karen Ho (C5, C6, C7) (416) 585 6862

Planning Projects (C2 & C4)

Manager

David Sit (416) 585-6583

Team Lead

Tim Haldenby (416) 585-6559

Senior Planners

Darryl Lyons (416) 585-6048

Caroline Samuel (416) 585-6741

Planners

Steven Barber (Parkway Belt, (416) 585-6085
MZO's)

Alejandra Gonzalez (C2, C4) 416 585 7323



Regional Director

Marcia Wallace (416) 585-7264

Administration Coordinator

Sandra Rego (416) 585-6901

Business Support Officer

Teresa Marciniak (416) 585-6226

Local Government

Manager

Tammy Lomas-Jylha (416) 585-6379

Senior Municipal Advisor

Terry Fenton (416) 585-6687

**Senior Municipal Finance
Advisor**

Michael Went (416) 585-6073

Municipal Advisors

Diane Ploss (C1, C5, C6, C9) (416) 585-7037

Karren Wallace (C2, C4, C8) (416) 585-6352

Bridget Benn (C3, C7, C10) (416) 585-7356

Housing Team Lead

Ian Russell (416) 585-6965

Senior Housing Advisor

Rizaldo Padilla (416) 585-7523

Ministry e-mail addresses:
firstname.lastname@ontario.ca

**777 Bay St., 13th floor
Toronto, ON, M5G 2E5
Tel: (416) 585-6226
Toll: 1-800-668-0230**

Wendy Atkinson

From: AMO Communications <communicate@amo.on.ca>
Sent: November-17-14 5:00 PM
To: watkinson@melancthontownship.ca
Subject: Policy Update - What Happened Today

November 17, 2014

AMO Members' Update - What Happened Today

2014 Fall Economic Statement Highlights

Below are highlights from the Minister of Finance's fall economic statement.

The 2013-14 provincial deficit is \$10.5 billion. The Province's total revenue projection for 2014-15 is \$509 million lower than the 2014 Budget forecast. The 2014-15 total expense outlook is \$208 million lower than projected in the 2014 Budget. We will continue to monitor the provincial fiscal projections on behalf of AMO members as reduced revenues may result in additional program reductions or other actions as the Province works to balance its budget by 2017-18.

Also of note for the municipal sector:

Provincial Land Tax

Today's statement reaffirms the government's commitment to bring forward proposals for implementation in 2015. Provincial land tax is the tax paid in the unincorporated areas of northern Ontario that are outside municipal boundaries.

Power Dam Special Payment

The planned reduction to the Power Dam Special Payment Program for 2015 will be deferred. Municipal representatives have been in discussion with provincial officials on this issue. Affected municipal governments and AMO have called on the provincial government to cancel the proposed \$4.4 million cut to these payments. Failing that, options are being explored to reintroduce the municipal taxation of power dam properties.

The 2015 deferral removes an immediate financial risk to over 100 municipalities for the short term. Continued advocacy for 2016 and beyond is required to minimize the municipal fiscal impact of this proposal. AMO has secured a commitment to look at cumulative impacts that provincial decisions such as this bring to the sector.

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

Infrastructure - OCIF announcement

The government today announced \$50 million in formula allocations for eligible municipalities under 100,000 population, Ontario Community Infrastructure Fund Formula-based Component Allocations, providing three years of stable support for municipalities. Announcements for the other \$50 million in the Ontario Community Infrastructure Fund (OCIF) project applications and the Building Canada Fund – Small Communities Fund are anticipated in the coming months. OCIF will be reviewed in the future with a view to moving toward full formula allocation.

The Ontario government pledged \$29 billion over ten years in its 2014 Budget for transit, highways, and other infrastructure projects - \$15 billion in the Greater Toronto and Hamilton Area (GTHA), and \$14 billion outside will support priorities such as GO Transit and Regional Express Rail, as well as highway expansion. Many projects were announced during the Ontario election. BCF infrastructure funding under the National Component is also available for application. AMO is awaiting the announcement of the BCF Provincial/Territorial Infrastructure Component in Ontario. Members will be advised immediately when this Fund is announced.

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

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REC'D/RECEIVED

17-11-2014

400 Clyde Road, P.O. Box 729, Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 866-900-4722 www.grandriver.ca

November 13, 2014

Laura Daly, Planner
MMAH, Central Ontario Services Office
777 Bay Street, 2nd Floor
Toronto, ON M5G 2E5

Andrew Doersam, Senior Planner
MMAH, Central Ontario Services Office
777 Bay Street, 2nd Floor
Toronto, ON M5G 2E5

Dear Ms. Daly and Mr. Doersam,

Re: Township of Melancthon - Adopted Official Plan
MMAH File: 22-OP-142029
Date of Document: August 2014

Thank you for taking the time to discuss the proposed Melancthon Official Plan with us. As a follow up to our telephone conversation on November 3rd, we have the following comments on the proposed Official Plan.

Comments:

- We request that additional policies be provided within Section 5.7 (Community) to limit and prohibit the potential for new development within the floodplain in the Community areas.
- We also request that additional reference be added to the appropriate Schedules (Schedules B, C-1 and C-2) under the Floodplain Boundary referencing Section 5.7.

Should you have any questions regarding these comments, please contact Andrew Herreman, Resource Planner at 519-621-2763 ext. 2236 or myself at ext. 2247.

Yours truly,

Nathan Garland
Acting Policy Planner
Grand River Conservation Authority

c.c. Denise Holmes, CAO/Clerk, Township of Melancthon
Chris Hibberd, Nottawasaga Valley Conservation Authority

(6)

DEC 04 2014

November 12, 2014

Mayor Elect White and Members of Council
Township of Melancthon
157101 Highway 10
Melancthon, ON
L9V 2E6

Dear Mayor Elect White and Members of Council:

Re: Dufferin County Council Inaugural Session

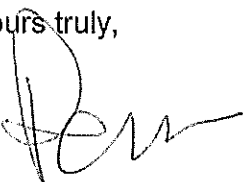
I am writing to extend an invitation to you and the members of your Council and senior staff to:

**The Inaugural Session of Dufferin County Council
and election of the Warden for 2015**

**Thursday, December 11th, 2014
at 9:00 a.m.**

Council Chambers
Court House
51 Zina Street, Orangeville

Yours truly,



Pam Hillock
Clerk/Director of Corporate Services

COUNTY OF DUFFERIN

55 Zina Street, Orangeville, ON L9W 1E5 | 519.941.2816 ext. 2500 | dufferincounty.ca

Denise Holmes

From: Chris Hibberd <chibberd@nvca.on.ca>
Sent: November-17-14 8:54 AM
To: Daly, Laura (MAH)
Cc: dholmes@melancthontownship.ca; aherreman@grandriver.ca; Nathan Garland
Subject: FW: Scanned from a Xerox multifunction device
Attachments: Scanned from a Xerox multifunction device.pdf

Dear Ms. Daly:

Please attached NVCA's comments on the latest draft Official Plan for the Township of Melancthon.

Regards,

Chris Hibberd, MCIP, RPP
Director of Planning
Nottawasaga Valley Conservation Authority
John Hix Conservation Administrative Centre,
8195 Concession 8th Line, Utopia ON L0M 1T0
P: (705) 424-1479 Ext. 229, email: chibberd@nvca.on.ca

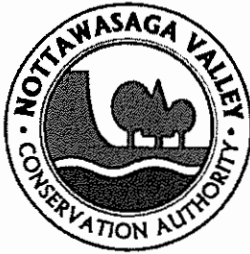
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From: chibberd@nvca.on.ca

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November 14, 2014

Laura Daly, MCIP, RPP, Planner
Municipal Services Office - Central Ontario
Ministry of Municipal Affairs and Housing
777 Bay Street, 2nd Floor, Toronto, ON M5G 2E5

Dear Ms. Daly:

**Re: Draft Official Plan Update
Township of Melancthon, MMAH File: 22DP-0002-13001**

**Member
Municipalities**

Adjala-Tosorontio
Amaranth
Barrie
The Blue Mountains
Bradford-West Gwillimbury
Clearview
Collingwood
Essa
Grey Highlands
Innisfil
Melancthon
Mono
Mulmur
New Tecumseth
Oro-Medonte
Shelburne
Springwater
Wasaga Beach

**Watershed
Counties**

Dufferin
Grey
Simcoe

The Nottawasaga Valley Conservation Authority (NVCA) staff has reviewed the above noted proposed amendment (draft Official Plan) dated August 2014 and we offer the following:

Natural Hazards:

- Section 5.2.2(c) (iii): Please delete the term "flood" as NVCA's policies do not allow for reconstruction of structure damaged or destroyed by flooding.
- NVCA staff supports Grand River Conservation Authority's November 13, 2014 comments on these matters.

Natural Heritage and Water Resources:

- 4.4.1(c): NVCA staff continue to encourage the Township to consider using the high vulnerability aquifer (HVA) mapping in the provincially approved Assessment Reports for both the Nottawasaga Valley and the Grand River Sourcewater Protection Authorities.
- Section 4.8 Setbacks from Watercourse: NVCA staff continues to encourage the Township to also apply a minimum 30 m setback for development from all protected wetlands.
- Section 5.5.1 (a) (vii): The term "existing" should be added in front of "agricultural uses".

Thank you for the opportunity to provide comments. If you require additional information, please contact the undersigned at extension 229.

Regards,

Chris Hibberd, MCIP, RPP
Director of Planning

Copy: Township of Melancthon, Ms. Denise Holmes
GRCA, Mr. Nathan Garland
File

Member of



www.nvca.on.ca



Dear Ms. Holmes,

I hope this letter finds you well.

As a Municipal Relations Specialist with Rogers Communications I work with Ontario municipalities regarding telecommunications facilities (proposed works) and the relevant governing strategies, policy and protocol(s).

Enclosed, please find a copy of our document 'Working Together to Improve Wireless Services'. This document outlines the function of the wireless network, the role of local government (Land Use Authorities) in providing comment and concurrence and provides links to some useful resources.

Part of my program of work involves meeting with Ontario municipalities to provide transparency around our build horizon and open a dialogue around the above mentioned elements. Should you have any questions regarding Rogers' wireless network, builds or processes, I would be more than happy to schedule a time to speak with you or visit your offices.

Warm Regards,

A handwritten signature in blue ink, appearing to read 'Adele Biggs', with a stylized flourish at the end.

Adele Biggs
Municipal Relations Specialist

Adele.biggs@rci.rogers.com
(w) 647-747-2495
(c) 647-248-1166



WORKING TOGETHER TO IMPROVE WIRELESS SERVICE



ROGERS AND LOCAL GOVERNMENT

REACHING OUT TO LOCAL GOVERNMENT

Rogers is committed to working with municipalities to provide high speed and dependable wireless service in your communities.



WIRELESS SERVICE IN YOUR COMMUNITY

Wireless networks are today's infrastructure for connecting communities all over Canada.

As one of the world's fastest adopters of smartphones and connected devices, Canadians depend on wireless technology in their everyday lives. While mobile phone technology was a convenience years ago, it is now largely considered an essential service.

High quality wireless service brings a wide range of benefits to Canadians every day. Access to wireless networks allows businesses to better operate and first responders to do their job. Mobile service provides Canadians with access to health and government services, and ensures friends and families stay in touch. Owners of smartphones use these devices to do everything from checking the weather, completing their banking tasks, even sending a message to simply say, "I'm home." Wireless technology is also changing the way that municipalities serve their communities by improving a wide variety of city services, increasing employee productivity and streamlining processes.

LEARN MORE

Rogers Services

<http://www.rogersbizresources.com/industry-insight>

CWTA – Canadian Wireless Industry, Video

<http://cwta.ca/blog/2012/06/04/cwta-video-%e2%80%93-canadas-wireless-industry-working-for-canadians/>



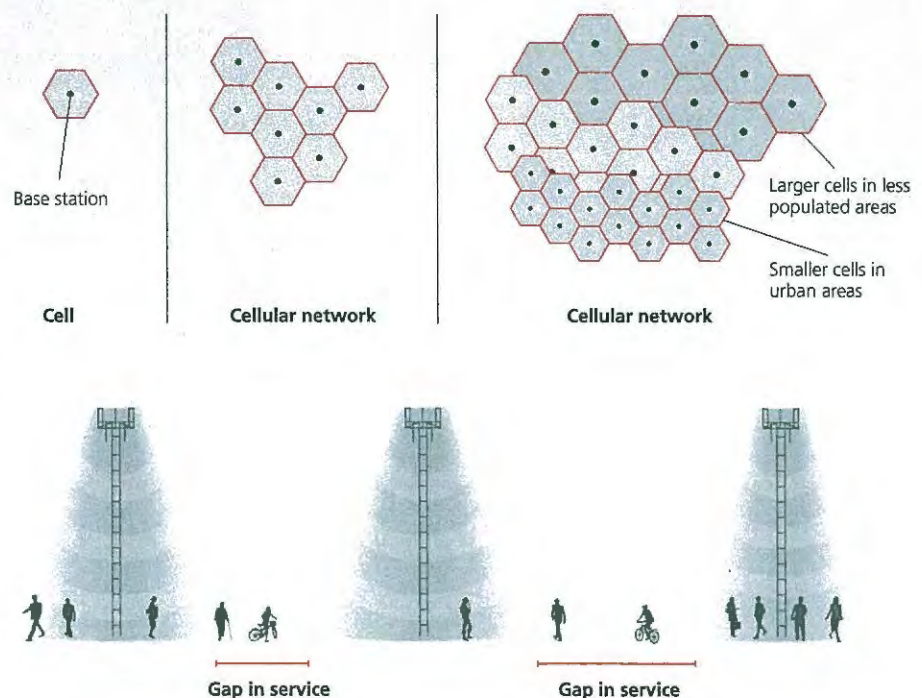
HOW A NETWORK WORKS

The quality of a wireless network depends on how well each separate antenna site, or base station, interacts with other antenna sites. Rogers designs its network to ensure continuous high speed service, even during times of high traffic.

Wireless networks work by dividing geographic areas into "cells." Each cell is served by a base station which includes antennas and radio equipment. Mobile devices communicate with each other by exchanging radio signals with base stations.

As more mobile phones and devices use the network, the "footprint" of service offered by a base station shrinks. This results in reduced coverage and gaps in service. Gaps in coverage can result in dropped calls and unreliable service.

With the rise in popularity of data devices, areas that currently have poor service will only further deteriorate unless new base stations, or antenna sites, are added to better serve the area.



Cellular Networks & Coverage

Rogers Wireless Network

<http://techessentials.rogers.com/howitworks/HowWirelessWorks.aspx>



HOW TO BEST SOLVE NETWORK PROBLEMS

Many factors are considered in finding the right site, including feedback from local government. At Rogers, we're listening.

In order to improve service, a Rogers Radio Frequency (RF) engineer identifies a geographical area where there is a gap in coverage and where a new antenna site would be required.

The first and most important step is to see what existing structures are available to host new antennas. The Site Acquisition Specialist is tasked with investigating what, if any, suitable existing structures (towers, rooftops, utility structures) are available to locate antennas. If there are no existing structures offering the required height, the Site Acquisition Specialist would then look to find a location for a new telecommunications tower. Industry Canada expects Rogers to first pursue collocation, with another wireless company, and demonstrate that it is not feasible before proposing any new tower installation.

Several criteria are measured and balanced before a new tower is proposed. The Site Acquisition Specialist receives input from the RF Engineer on suggested locations within the search area. It is typically at this step that Rogers solicits municipal

feedback, examining any challenges, like potential visibility to residential areas, as well as internal technical limitations like transmission reception and construction viability. To secure the site location, the Site Acquisition Specialist will attempt to negotiate a long-term agreement for the use of land with the landowner.

In our effort to find the right site, it is important to have municipal input on the site acquisition process. Is there a preference for Rogers to locate towers on municipal land? Are there future development plans that may affect site selection? Are there opportunities for Rogers to integrate its telecommunications equipment into municipal infrastructure projects?

Many factors are considered in finding the right site, and municipal input is becoming more and more important at the early stages of the site acquisition process. For that reason, pre-consultation is an essential step. We look to a municipality to advise on how best to pre-consult within its processes and policies, as well as engage with community stakeholders.

LEARN MORE

CWTA Connecting Canadians

<http://cwta.ca/for-consumers/tower/#connecting>



ROLE OF LOCAL GOVERNMENT

Rogers is seeking to understand the views, priorities and concerns of local government in considering new telecommunications infrastructure locations and designs.

Industry Canada requires all proponents, including Rogers, to conduct a meaningful consultation process with municipal government. Through consultation, carriers seek concurrence or non-concurrence for new antenna sites in a timely way.

Rogers looks to local telecommunication policies, approved by elected officials, as guidance on preferred site locations and designs. Policies also provide information on a consultation process with staff and the community. In absence of a telecommunications policy, Rogers is required to follow the consultation process outlined by Industry Canada in their *Client Procedures Circular (CPC-2-0-03 Issue 4)*.



COMMUNITY FEEDBACK

In inviting local government and communities to comment on proposed site locations and designs, frequent concerns arise regarding the health and safety of RF energy. While Rogers offers expertise in designing telecommunication networks safely, Health Canada is the expert in setting health and safety regulation, limiting public exposure to RF energy. These safety

limits are outlined in their industry guiding documents called Safety Code 6.

All of Rogers antenna sites comply with Health Canada's regulations on RF energy. In fact, for most tower installations, the RF energy is hundreds of times below the limits set by Health Canada.



OPPORTUNITIES TO WORK TOGETHER

How can Rogers work with you to improve wireless service in your community?

Our role in the telecommunications industry gives Rogers both an opportunity and a responsibility to ensure Canadians have access to technology and safe digital choices. We remain committed to connecting Canadians to what's next while evolving our business for the better.

Rogers would like to explore how best we could work together to solve complex issues in expanding our network. In addition to better servicing your communities, Rogers would like to explore what additional benefits there may be, including municipal revenue, design integration and clarity of process.

Rogers would like to learn more about your future development plans, listen to your suggestions and guidance on design and appropriate location, and is committed to working with the municipality, its residents, businesses, emergency services and other stakeholders in finding network solutions that ultimately serve the community.

LEARN MORE

Rogers Stakeholder Engagement

[www.rogerscsr.com/EN/pdf/
RCI_CSR_2012-Community-
Investment.pdf](http://www.rogerscsr.com/EN/pdf/RCI_CSR_2012-Community-Investment.pdf)

Rogers Community Investment

[http://www.rogerscsr.com/EN/
community-investment.html](http://www.rogerscsr.com/EN/community-investment.html)

FCM Antenna Systems Protocol Template

[http://www.fcm.ca/home/issues/
more-issues/](http://www.fcm.ca/home/issues/more-issues/)





LEARN MORE

For more information on Industry Canada's consultation requirements, please see:

Spectrum Management and Telecommunications

www.ic.gc.ca/eid/site/smt-gst.nsf/ng/sf08777.html

For more information on health and safety, please see:

www.healthycanadians.gc.ca/consumer-consommation/home-maison/cell-eng.php

CONTACT US



Adele Biggs
Municipal Relations Specialist
Network Implementation

Rogers Communications
8200 Dixie Road
Brampton, Ontario L6T 0C1
rogers.com

Tel. (647) 747-2495
Mobile (647) 248-1166
Fax (647) 747-4600
adele.biggs@rci.rogers.com



www.rogers.com

From: AMO Communications <communicate@amo.on.ca>
Sent: November-13-14 3:46 PM
To: watkinson@melancthontownship.ca
Subject: AMO POLICY UPDATE

November 13, 2014

Provincial Funding Announcements – 2015 OMPF and Public Transit

A. 2015 OMPF Allocations Announced

Today the Ministry of Finance issued 2015 allocation notices from the Ontario Municipal Partnership Fund (OMPF). Letters to heads of council and treasurers are being mailed at this time.

Allocation notices may also be viewed on the [Ministry's website](#). Below are key aspects of the funding announcement for 2015 and issues on the funding horizon for 2016 and beyond. This will be of importance to current and new councils.

A reduced envelope province-wide

The total envelope continues to decrease. A \$35 million cut will occur in 2015 dropping the total Fund to \$515 million. It was \$550 million in 2014 and \$575 million in 2013. If the government continues with its fiscal plan, an additional cut of \$15 million should be expected in 2016. The 2014 Provincial Budget profiled a commitment of a \$500 million envelope by 2016.

AMO advocated for a deferral of the expected cut of \$25 million for 2015. AMO was extremely disappointed when the 2014 provincial budget included a cut of \$35 million. AMO and municipal treasurers who were consulted on the Fund's 2015 design noted the Ministry's competing goals of stability for all recipient municipalities and targeting assistance for municipalities in greatest need within a declining overall funding envelope.

Impact on recipient municipalities

Of the 388 municipalities which receive OMPF dollars, 245 will experience a decrease while 143 will either have stable or increased funding. Individual municipal reductions for the coming year will be primarily determined as a percentage of 2014 allocations and for northern and rural municipalities, will be scaled based on the relative fiscal health of those municipalities.

Generally, northern municipalities experienced a cut of up to 10% of their total 2013 OMPF allocation. This year they will experience the same cut of up to 10% for 2015. Generally, southern municipalities experienced a cut of up to 15% of their total 2013 OMPF allocation. This year they will experience a cut of up to 20% for 2015. These changes are very significant for many communities.

How does OMPF structure for 2015 compare to 2014?

For 2014 and 2015, the grant structure within the OMPF remain the same. They are: Assessment Equalization, Northern Communities, Rural Communities, Fiscal Circumstances and Transitional. The Transitional Assistance grant component for 2015 has been reduced by \$40 million while the Fiscal Circumstances grant component has been enhanced by \$5 million. No changes were made to the other three components.

OMPF Grant Components	2012	2013	2014	2015	2016

Social Services Grant	30		0	0	
Policing Grant	94		0	0	
Farmland and Managed Forests Grant	46		0	0	
Assessment Equalization Grant	148		149	149	
Northern Communities Grant	86		79	79	
Rural Communities Grant	162		138	138	
Fiscal Circumstances Grant			50	55	
Transitional and Stabilization Grants	30		134	94	
TOTAL OMPF	596	575	550	515	500

The Municipal Fiscal Circumstances Index (MFCI) measures such factors as weighted assessment per household, median household income and employment rates among others, on a relative basis, for northern and rural municipalities that have been receiving OMPF. As noted above, the degree of cuts for the majority of recipient municipalities will be determined in part by the use of this measure. This approach demonstrates some sensitivity to the fiscal condition of municipalities and the limited capacity of some to shoulder any cuts.

The 2008 upload agreement of social assistance and court security costs affected different municipalities in different ways. Despite the merits of the uploads, many communities continue to face limited or declining fiscal health and face fundamental operating budget challenges. AMO is concerned about the cumulative fiscal impact of a variety of provincial government initiatives. These include the 2011-2014 OPP wage increase, social assistance benefit adjustments, OPP billing changes, and special dam payment cuts to name just a few program cost changes that have occurred during the ensuing years.

Through a discussion with AMO, Premier Kathleen Wynne, Ted McMeekin, Minister of Municipal Affairs and Housing, and Deb Matthews, President of the Treasury Board, have agreed to the need to examine this provincial multi-ministerial cumulative impact on municipal governments' fiscal health. Discussions are underway with the government on how this can occur.

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

B. Ontario Delivers Permanent Funding for Transit

The Honourable Steven Del Duca, Minister of Transportation, today announced that the Province is providing \$321.5 million this year to support municipal public transit systems through the Ontario Gas Tax for Transit program ([link to attachment](#)).

Municipalities are managing an infrastructure funding gap estimated in 2008 to be \$60 billion over ten years. To help communities manage this funding crunch and continue to deliver transit for our residents, AMO called on the Province to make the Ontario Gas Tax permanent for municipalities who have transit systems and to create a permanent fund for municipal roads and bridges in small, rural and northern communities.

The 2013 Budget delivered on our ask. Municipal governments can count on permanent support for transit through this program. Ontario's Gas Tax Fund delivers two cents for every litre of gasoline sold in the province to support transit providing \$3.1 billion for municipal transit since its creation.

In 2014 the Ontario Budget responded to AMO's call for permanent funding for roads and bridges in small, rural and northern communities by creating the Ontario Community Infrastructure Fund (OCIF) for municipalities with under 100,000

residents. AMO understands that municipalities should have received their formula allocations under OCIF. Announcements regarding project applications will be made in the coming months.

Contact: Craig Reid, AMO Senior 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.

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](#).



**Ontario Municipal Partnership Fund (OMPF)
2015 Allocation Notice**



**Township of Melancthon
County of Dufferin**

43604

2015 Highlights for the Township of Melancthon

- The Township of Melancthon's combined benefit of the 2015 OMPF and provincial uploads totals \$208,400 which is the equivalent of 12% of the Township's municipal property tax revenue.
- The Township's combined benefit includes:
 - \$207,300 through the OMPF
 - \$1,100 benefit resulting from the provincial uploads
- The estimated total benefit of the 2015 provincial uploads for the County of Dufferin is \$3,968,400 which is the equivalent of 5% of all municipal property tax revenue in the County.

A	Total 2015 OMPF	\$207,300
----------	------------------------	------------------

1. Assessment Equalization Grant	-
2. Northern Communities Grant	-
3. Rural Communities Grant	\$156,100
4. Northern and Rural Fiscal Circumstances Grant	\$7,400
5. Transitional Assistance	\$43,800

B	2015 Combined Benefit of OMPF and Provincial Uploads (Line B1 + Line B2)	\$208,400
----------	---	------------------

1. Total OMPF (Equal to Line A)	\$207,300
2. Court Security and Prisoner Transportation Upload	\$1,100

The estimated total benefit of the 2015 provincial uploads for the County of Dufferin is \$3,968,400.
The removal of these costs off the property tax base benefits all taxpayers within the County of Dufferin, including those residing in the Township of Melancthon.

C	Other Ongoing Provincial Support	n/a
----------	---	------------

1. Public Health	n/a
2. Land Ambulance	n/a

D Key OMPF Data Inputs

1. Households	1,160
2. Total Weighted Assessment per Household	\$357,658
3. Rural and Small Community Measure	100.0%
4. Northern and Rural Municipal Fiscal Circumstances Index	0.7
5. 2015 Guaranteed Level of Support	80.0%
6. 2014 OMPF (Line A from 2014 Allocation Notice)	\$259,100

Issued: November 2014

Ontario Municipal Partnership Fund (OMPF) 2015 Allocation Notice



Township of Melancthon
County of Dufferin

43604

2015 OMPF Allocation Notice - Line Item Descriptions

A The OMPF grants are described in detail in the OMPF Technical Guide – this document can be found on the Ministry of Finance's website at: <http://www.fin.gov.on.ca/en/budget/ompf/2015>

A5 If applicable, reflects the amount of transitional support provided to assist the municipality in adjusting to the redesigned OMPF program.

B1 Sum of 2015 OMPF grants. (Equal to Line A)

B2 Estimated 2015 benefit from the provincial upload of court security and prisoner transportation costs provided by the OPP. Actual allocations will be confirmed by the OPP in 2015.

C1 The estimated 2015 municipal benefit of the Province's 75 per cent share of public health funding relative to its 50 per cent share in 2004. In two-tier systems, this benefit is identified at the upper-tier level. Actual municipal savings may not correspond with the Allocation Notice due to budget approvals made by the local Boards of Health. Municipalities may provide additional funding beyond their obligated cost share. Any additional municipal funding is not included in the calculation of the public health figure.

C2 The estimated 2015 municipal benefit of the Province's 50 per cent share of land ambulance funding is relative to its share in 2005. This incremental increase in land ambulance funding delivers on the Province's commitment to strengthen land ambulance services and maintain the 50:50 sharing of land ambulance costs. In two-tier systems, this benefit is identified at the upper-tier level.

D2 Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes retained by the municipality) divided by the total number of households.

D3 Represents the proportion of a municipality's population that resides in rural areas or small communities. For additional information see the 2015 OMPF Technical Guide.

D4 The northern and rural Municipal Fiscal Circumstances Index (MFCl) measures a municipality's fiscal circumstances relative to other northern and rural municipalities in the province, and ranges from 0 to 10. A lower MFCl corresponds to relatively positive fiscal circumstances, whereas a higher MFCl corresponds to more challenging fiscal circumstances. For additional information see the 2015 OMPF Technical Guide.

D5 Represents the guaranteed level of support the municipality will receive from the Province through the 2015 OMPF. For additional information see the 2015 OMPF Technical Guide.

D6 2014 OMPF allocation.

Note: Provincial funding and other ongoing provincial support initiatives rounded to multiples of \$100.

Denise Holmes

From: OCIF (OMAFRA) <OCIF@ontario.ca>
Sent: October-08-14 3:44 PM
To: 'dholmes@melancthontownship.ca'
Subject: OCIF Formula Component – Allocation Notice Township of Melancthon
Attachments: Township of Melancthon Allocation Letter.pdf; Township of Melancthon - Allocation Notice.pdf

Please see the attached letter and Allocation Notice for the Ontario Community Infrastructure Fund Formula Component. The Contribution Agreement will follow at a later date.

Please Note that the deadline for submitting the following is December 31, 2014:

- asset management plans
- signed contribution agreement
- outstanding Financial Information Returns (FIRs)

Thank You,
The OCIF Team

Veillez voir ci-joint une lettre et l'avis indiquant le montant de la subvention pour le Fonds ontarien pour l'infrastructure communautaire (FOIC) —Volet des subventions basées sur une formule. L'Entente de Contribution sera envoyé à une date ultérieure.

Veillez prendre note la date limite du 31 décembre 2014 pour les items suivants:

- plans de gestion des biens
- entente de contribution signee
- rapport d'information financière (RIF)

Merci,

L'équipe FOIC

Total Control Panel

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To: dholmes@melancthontownship.ca

From: ocif@ontario.ca

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**Ministry of Agriculture,
Food and Rural Affairs**

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-877-424-1300
Fax: 519 826-4336

**Ministère de l'Agriculture,
de l'Alimentation et
des Affaires rurales**

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél. : 1-877-424-1300
Téléc. : 519 826-4336



Rural Programs Branch

Version française à la page suivante

October 8, 2014

Denise B. Holmes, Chief Administrative Officer/Clerk
Township of Melancthon
157101 Highway 10, RR 6,
Melancton, Ontario
L9V 2E6

Ontario Community Infrastructure Fund – Formula-Based Funding Allocation Notice

Dear Denise B. Holmes,

I am pleased to confirm your eligibility in the Ontario Community Infrastructure Fund – Formula-based Component (OCIF-Formula). Enclosed you will find your municipality's allocation notice, which identifies the amount of funding you will receive each year over the next three years of the program. In the coming weeks, the ministry will provide you with a Contribution Agreement that must be completed and returned to the ministry no later than Wednesday, December 31, 2014. Funding for the OCIF-Formula component will flow by Spring 2015, subject to the return and execution of the completed OCIF-Formula Contribution Agreement, as well as other conditions outlined in the agreement. We ask that you **keep your allocation confidential until the province makes a formal announcement.**

*- announcement
made Nov. 17/14
PBT*

The letter accompanying your Contribution Agreement will contain more details on requirements and process for completing the agreement. The ministry will also provide a webinar session to assist in understanding the process for the OCIF Formula-based component and answer any questions you may have.

Should you have questions regarding this process, please call our Contact Centre at 1-877-424-1300.

Sincerely,

Joel Locklin, Manager (A)
Program Operations

encl.



Good Things Grow in Ontario
À bonne terre, bons produits





**Ontario Community Infrastructure Fund (OCIF)
Formula-based Component**

Allocation Notice

Ministry of Agriculture, Food and Rural Affairs
Ministry of Economic Development, Employment and Infrastructure

Township of Melancthon

September 2014

Ontario Community Infrastructure Fund (OCIF)

Formula-based Component: Allocation Notice

Township of Melancthon

Highlights	
Annual Grant Allocation (2014 - 2016)	\$25,000
Infrastructure Index	-0.450
Percentage points away from median	-43.3
Funding per \$100K core infrastructure	\$75

Table of Contents

Table 1	Calculation of Adjusted Core Infrastructure
Table 2a	Calculation of Indicator 1 (ratio of core infrastructure to weighted property assessment)
Table 2b	Calculation of Indicator 2 (ratio of core infrastructure per household to median household income)
Table 3	Calculation of Grant

*Please Note: Due to rounding, some calculations may vary from the results shown.
For a detailed step-by-step explanation of the calculations, please consult the program manual.*

Ontario Community Infrastructure Fund (OCIF)

Township of Melancthon

Adjusted Core Infrastructure

Table 1 - Calculation of Adjusted Core Infrastructure

A Adjusted Core Infrastructure: $A1 + (A2 \times A3)$		\$18,884,150
1. Municipality's core infrastructure	\$13,644,434	
2. Core infrastructure of upper tier	\$103,663,197	
3. Weighted assessment ratio (% of upper tier)	5.055%	

Data Sources

- **Core Infrastructure:** assets valued at cost as reported in Schedule 51 of the Financial Information Return (FIR).

The best of 2012 or 2013 FIR data is used - whichever yields a higher total core infrastructure value for the municipality.

FIR Categories included are:

Line	Item
611	Roads - Paved
612	Roads - Unpaved
613	Roads - Bridges and Culverts
614	Roadways - Traffic Operations & Roadside Maintenance
621	Winter Control - except Sidewalks, Parking Lots
622	Winter Control - Sidewalks, Parking Lots only
650	Street Lighting
811	Wastewater Collection/Conveyance
812	Wastewater Treatment and Disposal
821	Urban Storm Sewer System
822	Rural Storm Sewer System
831	Water Treatment
832	Water Distribution/Transmission

- **Weighted property assessment:** Measures the size of the municipality's tax base. Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes (PILs) retained by the municipality). Data sources: 2013 returned roll and 2014 starting tax ratios (Municipal Property Assessment Corporation (MPAC) and municipal tax rate bylaws) and Municipal FIRs (2012 or 2011 for PILs).

Ontario Community Infrastructure Fund (OCIF)

Township of Melancthon

Calculation of Indicators

Table 2a - Indicator 1 (ratio of adjusted core infrastructure to weighted property assessment)

Indicator 1 Value for Municipality

A	Indicator 1 Value: (A1 ÷ A2)	0.048
1.	Municipality's adjusted core infrastructure	\$18,884,150
2.	Municipality's weighted property assessment	\$396,642,769

Indicator 1 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.002
C	Median Value	0.086
D	Highest Value	0.311

Calculation of Re-weighted Indicator 1

E	Difference between Indicator Value and Median (A - C)	-0.038
F	Difference between the Median and the Minimum Value (C - B)	0.084
G	Re-weighted Indicator 1 (E ÷ F)	-0.458

Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Ontario Community Infrastructure Fund (OCIF)

Township of Melancthon

Calculation of Indicators

Table 2b - Indicator 2 (ratio of core infrastructure per household to median household income)

Indicator 2 Value for Municipality

A	Indicator 2 Value: $((A1 + A2) + A3)$	0.196
1.	Municipality's adjusted core infrastructure	\$18,884,150
2.	Municipality's number of households	1,157
3.	Municipality's median household income	\$83,464

Indicator 2 of Eligible Municipalities: Median, Lowest, Highest Value

B	Lowest Value	0.013
C	Median Value	0.340
D	Highest Value	1.082

Calculation of Re-weighted Indicator 2

E	Difference between Indicator Value and Median (A - C)	-0.145
F	Difference between the Median and Minimum Value (C - B)	0.327
G	Re-weighted Indicator 2 (E + F)	-0.443

Note

Line F: Since the indicator is below the median, the difference between the median and the lowest value is calculated (C - B)

Line G: The re-weighted indicator is on a scale of -1 to +1.

Data Sources

Median household income: Statistics Canada's measure of median income for all private households (2011).

Ontario Community Infrastructure Fund (OCIF)

Township of Melancthon**Table 3 - Total Grant**

Infrastructure Index

A	Infrastructure Index: $((A1 + A2) \div 2)$	-0.450
	1. Re-weighted Indicator 1	-0.458
	2. Re-weighted Indicator 2	-0.443

Calculation of Funding per \$100,000 of Core Infrastructure

B	Funding per \$100,000 Core Infrastructure: $(\\$100 - \\$10 \times (B1 - A) \div 10\%)$	\$75.00
	1. Median of Infrastructure Indices of all Eligible Municipalities	-0.017

Calculation of Grant

C	Total Grant: Maximum of $(B \times C1 + \\$100,000)$ or \$25,000 (i.e. whichever is greater)	\$25,000
	1. Municipality's total core infrastructure	\$13,644,434

Note

Line B: Since the index is below the median of eligible municipalities, the funding per \$100,000 of core infrastructure less than \$100.
The minimum funding is \$75 per \$100,000 core infrastructure and the maximum funding is \$150.

From: AMO Communications <Communicate@amo.on.ca>
Sent: November-27-14 10:00 AM
To: watkinson@melancthontownship.ca
Subject: AMO Watch File - November 27, 2014

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AMO watchfile



November 27, 2014

In This Issue

- Two Private Member Bills introduced that impact municipalities.
- Community transportation pilot grant program.
- Province launches Age-Friendly Community Grant open to municipalities.
- New term. New year. New AMO trainings.
- David Onley speaks in London 12/12.
- What is land use planning?
- 2015 AMO Conference guest room booking information.
- Save on group benefits costs with aggregated buying power.
- Counts are in for this year's municipal election.
- Career opportunities with Burlington and Ontario Public Service.

Provincial Matters

Private Member Bills, *Bill 39, Planning Statute Law Amendment Act, 2014* (would amend the City of Toronto and Planning Acts with regard to inclusionary housing in new housing developments) and *Bill 48, Restoring Planning Powers to Municipalities Act, 2014* (would reverse amendments that exempt renewable energy projects from Planning Act regulations), were introduced and received First Reading.

Ministry of Transportation's \$1 million, two-year pilot grant program is available to municipalities that partner with organizations such as health and community agencies, transit agencies, school bus operators and private transit operators, to coordinate local transportation initiatives. Submissions are due by January 30, 2015.

Ontario is accepting applications from municipalities to help communities address the needs of an aging population through the new Age-Friendly Community Planning Grant Program.

Eye on AMO/LAS Events

New term. New year. New AMO trainings. AMO offers Councillor Training 101, Personal Responsibilities and the Meetings Series in early 2015. Find out today how these trainings can benefit you.

The Ontario West Municipal Conference is "Taking You to the Leaders" on December 12, 2014 (12/12/14) at the Best Western Lamplighter Inn. This full day

three sets of concurrent sessions. Conference and registration details can be found online.

What is land use planning? Why do municipalities need to plan? AMO presents a new online self-directed course in Land Use Planning. Log-in to the [AMO online portal](#) and become familiarized with the basics of land use planning today!

The 2015 AMO Conference [guest room booking information](#) is now available online. The 2015 Conference will be held in Niagara Falls, with guest room booking at the six hotels opening on January 13th, 2015 at 10 am. Please carefully review the policy.

LAS

Join the 32 municipalities that leverage Ontario's buying power through the LAS Group Benefits Program. With over \$6.7 Million in premiums, 13% average savings, free quotations, and no obligation to enroll, there's never been a better time to [take a closer look](#).

Municipal Matters

Now that the municipal election is over, view [some findings](#) gleaned from the [Ontario Votes](#) election data.

Careers

[City Manager - City of Burlington](#). To explore this exciting opportunity in strict confidence, e-mail Patrick Moyle and Associates at Pat.Moyle@burlington.ca with a detailed resume, or contact Patrick Moyle at 905.335.7600 ext. 7608 prior to December 10, 2014.

[Director, Communications and Operations - Ontario Public Service](#). Location: Toronto. Job ID: 71577. Please [apply online](#) by December 14, 2014 and follow the instructions to submit your application. Faxes are not being accepted at this time.

[Senior Policy Advisor - Ontario Public Service](#). Location: Toronto. Please [apply online](#) by December 10, 2014, entering Job ID 71316 in the Job ID search field and following the instructions to submit your application.

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](#) 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](#)

[OMKN Ontario Municipal Knowledge Network](#)

[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.

Bill 48, Restoring Planning Powers to Municipalities Act, 2014



Wilson, Jim

Current Status: First Reading Carried

[View the Bill](#)

Bill 48

2014

An Act to amend the Planning Act

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The definitions of "renewable energy generation facility", "renewable energy project", "renewable energy testing facility", "renewable energy testing project" and "renewable energy undertaking" in subsection 1 (1) of the Planning Act are repealed.

2. (1) Clause 50 (3) (d.1) of the Act is repealed.

(2) Clause 50 (5) (c.1) of the Act is repealed.

3. Section 62.0.2 of the Act is repealed.

Commencement

4. This Act comes into force on the day it receives Royal Assent.

Short title

5. The short title of this Act is the Restoring Planning Powers to Municipalities Act, 2014.

EXPLANATORY NOTE

The Bill amends the Planning Act to reverse the effect of the amendments made to the Act by Schedule K to the Green Energy and Green Economy Act, 2009. Those amendments exempted renewable energy undertakings from the normal application of the Planning Act, including policy statements, provincial plans, official plans, demolition control by-laws, zoning by-laws and development permit regulations and by-laws.

NOTICE OF APPOINTMENT FOR EXAMINATION BY ENGINEER

TO: -

MELANCTHON TOWNSHIP
COUNCIL

Address

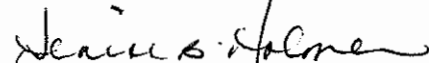
Sir/Madam,

- (a) Name of Engineer You are hereby notified that (a) Tom Pridham, P. Eng. (R.J. Burnside & Associates Limited)
- (b) Name of Municipality Appointed by the Council of the (b) Township of Melancthon
- under the *Drainage Act*, has fixed the hour of 10:00 o'clock in the forenoon on the
- (c) Name of place appointed 13th day of December 2014 to attend at c) the Patton residence (783339 County Road 9) (See plan on back)
- to discuss the proposed drainage works, being: (d)
- (d) Describe the area and site Site meeting as a result of a request for the repair and improvement of the Bradley Drainage Works, A Drain and C Drain upstream of Dufferin County Road No. 9. It appears more depth is required on both drains to accommodate existing and proposed tile drainage. Some work may be required below the County Road however this work including any trapping and beaver dam removal would be done separately under the maintenance provisions of the Drainage Act.

All owners are encouraged to attend to bring forth any questions or concerns, as participation and cooperation are required throughout the process.

Should you have any questions or cannot attend, please contact the Engineer directly at 1 (519) 938-3077.

Dated this 27th day of November 2014

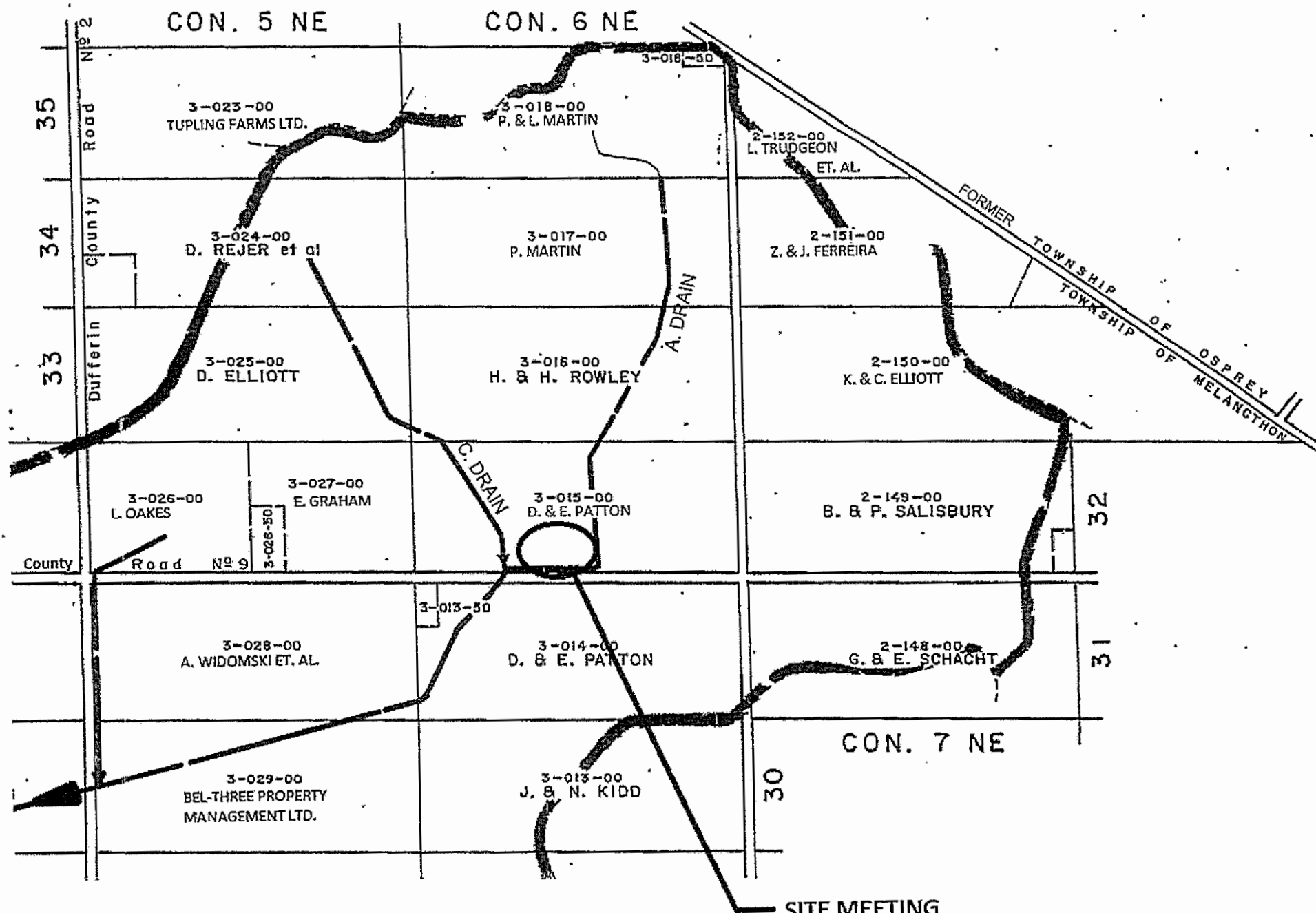


Signature of Clerk

Township of Melancthon

Name of Municipality

Failure to attend examination - You are hereby notified that if you do not attend at the examination, it may proceed in your absence and except as otherwise provided in the *Drainage Act*, you will not be entitled to any further notice in the proceedings.



SITE MEETING

SATURDAY DECEMBER 13, 2014
AT 10:00 A.M.

Wendy Atkinson

From: Scherzer, Randy <Randy.Scherzer@grey.ca>
Sent: November-05-14 12:56 PM
To: Scherzer, Randy
Subject: Draft Transportation Master Plan
Attachments: Draft Action Plan - Transportation Master Plan.pdf

Good Afternoon,

You are receiving this email as a result of your interest and past involvement in the Grey County Transportation Master Plan project.

It has been some time since our last correspondence regarding the Transportation Master Plan. Over the past few months County staff and the TMP Steering Committee have been working with the consultant to prepare a draft Transportation Master Plan. I am pleased to say that a draft Transportation Master Plan has been completed and Council has asked that we circulate this to you for your review and comments (see below link):

[Draft Transportation Master Plan - Cole Engineering - September 2014](#)

[Draft Appendices Transportation Master Plan - Cole Engineering - September 2014](#)

You can also find the links to the two documents on the Transportation Master Plan webpage on the County website at: <http://www.grey.ca/services/planning-development/transportation-master-plan/>

Included in the draft Transportation Master Plan is a draft Action Plan (Appendix G – Page 136 to Page 145 of the Appendices document linked above) which identifies possible next steps and proposed timelines regarding the recommendations contained in the draft Transportation Master Plan. Attached to this email is the draft Action Plan and we ask that your review and comments focus on this as it lays out a potential course of action for next steps. The draft Action Plan incorporates some of the comments we heard previously from Community Stakeholders, County Council, the Local Municipalities and the TMP Steering Committee. Please note that the draft Action Plan is subject to change based on what Council decides to implement and based on which recommendations Council wishes to implement first. Your comments in this regard will help Council decide on next steps.

We are asking that if you have any comments to please submit those to the County before **February 13, 2015**. Comments can be mailed to the address identified above or can be emailed to planning@grey.ca

Planning Committee has also suggested some further engagement initiatives, one of which would be a Public Open House and Public Meeting early in 2015. We will notify you of the further engagement opportunities once we receive further direction from County Council.

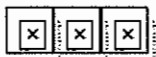
In the meantime the County wanted to distribute the draft Transportation Master Plan and the draft Action Plan for your review and comments.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Randy Scherzer
Director of Planning & Development
Grey County
595 9th Avenue East

Owen Sound, ON N4K 3E3
Phone: +1 519-372-0219 ext. 1237
Fax: +1 519-376-7970
Randy.Scherzer@grey.ca
<http://www.grey.ca>
<http://www.visitgrey.ca>
<http://www.greyroots.com>



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Strategic Action Plan - DRAFT

There are a number of recommendations identified in the Transportation Master Plan. Council needs to determine which recommendations they would like to proceed with and prioritize the implementation of the recommendations. Before an Implementation Action Plan can be finalized, a number of questions need to be answered by Council including the following questions:

1. Road Rationalization
 - a. Does Council wish to maintain the status quo (i.e. no transfers)?
 - b. Does Council wish to implement a functional classification of roads for the current County road system and develop maintenance and construction standards based on that classification (i.e. no transfers, however maintain and construct the County roads based on the classification standard)?
 - c. Does Council want to consider transferring some of the County roads based on one of the options identified in the Transportation Master Plan?
2. Bridge Rationalization
 - a. Does Council wish to maintain the status quo (i.e. no transfers)?
 - b. Does Council wish to transfer bridges based on the options identified in the Transportation Master Plan?
3. Connecting Links
 - a. Does Council wish to maintain the status quo?
 - b. Does Council wish to pursue the development of connecting link agreements for the road sections identified in the Transportation Master Plan?
4. Active Transportation
 - a. Does Council wish to maintain the status quo?
 - b. Does Council wish to implement the recommendations contained in the Transportation Master Plan?
5. Goods Movement
 - a. Does Council wish to maintain the status quo?
 - b. Does Council want to make some network improvements as recommended in the Transportation Master Plan (*note network improvements as recommended would require roads to be transferred from the local municipality to the County and vice versa).
6. Transit Implementation Strategies
 - a. A number of the recommendations in the Transportation Master Plan are being implemented through the Rural Transit project being led by the

County of Grey, as directed by Council. There may be further recommendations from the Rural Transit Strategy which could result in further Action Items.

All of the above questions are dependent upon funding which will also dictate the timing of implementing the recommendations. Some of the recommendations are dependent upon another in that implementing some of the recommendations may have a bearing on how other recommendations are implemented from a funding and timing perspective.

A draft Implementation Action Plan has been included in the Transportation Master Plan document which identifies a potential action plan for implementing the current recommendations contained in the Transportation Master Plan. This is subject to change based on what Council decides to implement and based on which recommendations Council wishes to implement first. The below draft Action Plan can be used by Council and staff as a guide for implementing the recommendations in the Transportation Master Plan.

Active Transportation Implementation Strategies

Strategic Initiative (Project Lead)	Status/ Timeline	Actions (By :)	Deliverables
Develop an Interim Active Transportation Plan prior to the completion of the ATMP (Planning, Transportation and Tourism Staff)	Q1/2015 to Q3/2015	Create an interim Active Transportation Plan that will identify action items that can be addressed in the near future including the coordination of the tourism cycling routes with the paved shoulder program, preliminarily identify key strategic cycling routes, identify active transportation signage options, strategies and policies, explore policy options to support active transportation (e.g. policies that address orientation of buildings with respect to the street, parking lot dedication near trails and recreation areas, looking at active transportation/trail connections as part of the new developments,, implementation of OTM Book 18, etc.) – (Planning, Transportation and Tourism Staff)	Report(s) to the appropriate Standing Committees to look at recommendations/options and to create and interim plan for active transportation.
Develop an Active Transportation Master Plan (Planning Department)	Q1/2016	Update Inventory of Existing Active Transportation infrastructure (County GIS Staff/Tourism Staff)	Map(s) of existing active transportation infrastructure completed
	Q1/2016	Prepare RFP to hire consultant to prepare Active Transportation Master Plan (ATMP) – (Planning Department)	RFP Issued and consultant hired
	Q1/2015 to Q2/2016	Engage local municipalities, neighbouring municipalities/counties, active transportation stakeholders (i.e. cycling groups, recreational clubs/associations, tourism staff, etc.) to explore network connections and opportunities for accessing trails/bike routes (e.g. parking areas, rest stops, etc.) - (Consultant)	Local municipalities and stakeholders engaged and comments summarized and reflected in Draft ATMP
	Q4/2016 to Q1/2017	Prepare Draft ATMP based on information and comments received. Draft ATMP would include an implementation plan/strategy – (Consultant)	Draft TMP completed and circulated for feedback
	Q2/2017	Present Final ATMP to Council – (Consultant)	ATMP adopted by Council
Support Changes to the Highway Traffic Act to permit cycling on shoulder of	Q2/2015	Prepare a staff report with respect to proposed Bill 173, Highway Traffic Amendment Act (Keeping Ontario's Roads Safe) which among other things proposes to permit cycling on the shoulders of a road under the Highway Traffic Act and	Staff report endorsed by Council and letter sent to the Province.

Active Transportation Implementation Strategies

Strategic Initiative (Project Lead)	Status/ Timeline	Actions (By :)	Deliverables
a roadway (Transportation Services Department) Q4/2014		<i>recommend that a letter be sent to the Minister of Transportation Ontario and to other municipalities through AMO indicating support for this change - (Transportation Services Department)</i>	
Comments – include any policy recommendations in County Official Plan			

Transit Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
Coordinated Transportation Project - investigating opportunities to enhance existing transit services (Social Services Department) Q1/2014 to Q4/2014	Q2/2014	Hire a consultant to facilitate the project (Social Services Department)	Consultant hired
	Q2/2014	Conduct an inventory of existing transit services including mapping of existing transit routes, services provided, how the existing systems are funded, etc. (Consultant)	Inventory of existing transit services.
	Q2/2014	Conduct a survey/gather information amongst the various stakeholders (i.e. local municipalities, existing transit providers, social service organizations, etc.) (Consultant)	Survey results/information gathered and summarized.
	Q3/2014	Facilitate a discussion with municipalities and private/non-profit transit operators to explore opportunities to coordinate existing services (Consultant)	Local municipalities and existing transit providers engaged and potential coordination opportunities identified
	Q4/2014	Prepare a report summarizing the information collected and the input received from the municipalities and the existing transit operators, and identify potential opportunities to coordinate the existing services for Council's consideration, (Consultant)	Report presented and endorsed by Council.

Comments- include any policy recommendations in the County Official Plan.

Connecting Link Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
Establish Connecting Link Agreements with Local Municipalities <i>(Transportation Services Department)</i> Q1/2015 to Q4/2015	Q1/2015	Develop funding criteria for the maintenance and construction of connecting links using the criteria identified in the Transportation Master Plan as a guide and consult with local municipalities (Transportation Services Department)	Report presented to Committee/Council and Council endorses funding criteria for connecting links
	Q1/2015	Develop a connecting link agreement template and consult with local municipalities (Transportation Services Department)	Report presented to Committee/Council and Council endorses Connecting Link Funding Agreement Template
	Q3/2015 To Q4/2015	Prepare a final report which identifies the funding model for connecting links based on previous direction from Council and present the connecting link agreements for Council's approval (Transportation Services Department)	Council endorses report and connecting link agreements approved by Council

Comments

Goods Movement Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
Investigate Specific Network Changes <i>(Transportation Services Department)</i> Q4/2014 to Q4/2016	Q1/2015	Prepare a report to Committee/Council to discuss whether specific network changes as recommended in the Transportation Master Plan should proceed and identify possible timing for the network changes – consult with local municipalities (Transportation Services Department)	Report presented to Committee/Council and Council provides direction on possible network changes
	Q2/2015 to Q3/2015	Prepare cost estimates for the proposed network changes (Transportation Services Department)	Cost estimates for network changes established
	Q4/2015	Identify proposed network changes in 5 year capital plan (if projects are proposed within the next 5 years), proposed timing for the network changes, and cost estimates for the projects (Transportation Services Department).	Network changes incorporated in 5 year capital plan if timing is appropriate
	Q1/2016 to Q4/2016	Include proposed network changes in Bridge/Road Transfer Plans, as well as the Development Charges Update to begin collecting development charges to assist with the funding of the projects (Finance Departments)	Network Changes incorporated into updated Development Charges By-law and By-law approved by Council
Establish a Design Policy for Primary and Secondary Truck Routes <i>(Transportation Services Department)</i> 2015 to 2017 <i>*Note: timing dependent upon direction from Council regarding Road Rationalization</i>	Q1/2017	Prepare a draft Design Policy for Primary and Secondary Truck Routes based on the recommendations in the Transportation Master Plan (Transportation Services Department)	Draft Policy Completed
	*Q2/2017	Circulate a copy of the draft Design Policy to the local municipalities and organize a meeting to receive comments and feedback (Transportation Services Department)	Local municipalities engaged and feedback received on draft policy
	*Q3/2017	Revise policy based on comments received and present to Council for consideration (Transportation Services Department)	Policy Approved
	On-going	Implement the policy changes as part of the overall construction and maintenance activities and update policy to incorporate any network changes (Transportation Services Department)	Construction and Maintenance Standards revised to reflect the approved Design Policy Standards
Develop a Supplementary Signage Strategy <i>(Transportation Services Department)</i>	2015	Investigate opportunities as part of the County's Overall Signage Program/Project for way finding to support businesses and industries (e.g. signage for alternative truck	Supplementary Signage Opportunities Identified and

Goods Movement Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
Services, Tourism/Economic Development, and Planning)		<i>routes, etc.) with consultation with stakeholders including local municipalities. (Transportation Service Department/Tourism/Economic Development, and Planning Staff)</i>	<i>incorporated into the County's Signage strategy.</i>

Bridge Rationalization Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
Develop Bridge Classification Criteria and Assess Bridges using Criteria <i>(Transportation Services Department)</i>	2015/2016	Prepare a report to Committee/Council to discuss a potential system to classify bridges to determine whether a bridge should remain open or should remain closed – use recommended criteria in the Transportation Master Plan as a basis – consult with local municipalities (including adjacent municipalities where affected by a boundary bridge) (Transportation Services Department)	Report presented to Committee/Council and Council provides direction on potential system to classify bridges
2015/2016	2015/2016	Assess bridges through a Comprehensive Environmental Assessment Process* to identify bridges recommended to remain open and bridges recommended to be closed. (Transportation Services Department) *Note: scale of this study will depend upon the direction from Council on which option(s) are to be implemented	Bridge Evaluation completed through a Comprehensive EA process using agreed upon classification criteria
Develop a Funding Model for Potential Bridge Transfers <i>(Transportation Services Department)</i>	2016	Develop a draft funding model to provide reasonable compensation for bridges identified to remain open and consult with local municipalities (Transportation Services Department)	Funding Model for potential bridge transfers drafted and presented to the Committee/Council for preliminary direction and consultation with local municipalities
2016			
Develop a Bridge Transfer Plan <i>(Transportation Services Department)</i>	2016/2017	Present a bridge transfer plan to Council considering feedback from local municipalities that would identify the estimated funding required and the estimated timing for the transfers (transfer of bridges from County to local municipalities and vice versa), with potentially County bridges on local roads being considered for transfer first. The timing within the bridge transfer plan would coincide with the timing within the road transfer plan.	Report presented and endorsed by Council
2016/2017			
Implement Bridge Transfer Plan <i>(Transportation Services Department)</i>	2017 to 2021 (and potentially beyond depending upon funding)	Begin transferring bridges over a phased period based on the classification results and based on the agreed upon funding model (Transportation Services Department)	Bridges transferred over a period of time with funding compensation provided

Bridge Rationalization Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
2017 to 2021			

Road Rationalization Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
Finalize Road Rationalization Criteria and Principles (Transportation Services Department) 2016	2015/2016	Prepare a report to Committee/Council to seek direction with respect to the road rationalization recommendations identified in the Transportation Master Plan - consult with local municipalities (Transportation Services Department)	Report presented to Committee/Council and Council provides direction on road rationalization recommendations
		Apply road criteria and principles to develop an agreed upon County road network in consultation with local municipalities, adjacent municipalities and other stakeholders (Transportation Services Department)	Proposed Road Network Developed
Develop a Funding Model/Transfer Model for Potential Road Transfers (Transportation Services Department) 2016	2016	Develop a funding model/transfer model in consultation with the local municipalities to provide reasonable compensation for potential road transfers. Potential road transfers would be based on the agreed upon County road network or when a road is reconstructed (Transportation Services Department)	Funding Model/Transfer Model for potential road transfers drafted
Develop a Road Transfer Plan (Transportation Services Department) 2016/2017	2016/2017	Present a road transfer plan to Council with feedback from local municipalities that would identify the estimated funding required and the estimated timing for the transfers. The timing within the road transfer plan would coincide with the timing within the bridge transfer plan.	Report presented and endorsed by Council
Implement Road Transfer Plan (Transportation Services Department) 2017 to 2021	2017 to 2021 (and potentially beyond depending upon funding)	Begin transferring roads over a phased period based on the agreed upon road network and the agreed upon funding model/transfer model (Transportation Services Department)	Roads transferred over a period of time with funding compensation provided

Other Implementation Strategies

Strategic Initiative	Status/ Timeline	Actions (By :)	Deliverables
<p>Develop design standards to address the requirements of the Accessibility for Ontarians with Disabilities Act (AODA)</p> <p><i>(Transportation Services, Accessibility Coordinator, and Planning Staff)</i></p> <p>2015/2016</p>	2015/2016	<p>Develop and/or incorporate accessible design standards for matters such as parking, accessible signals and trails in accordance with the Accessibility for Ontarians with Disabilities Act (AODA).</p> <p><i>(Transportation Services, Accessibility Coordinator and Planning Staff)</i></p>	<p>Design Standards that address the AODA</p>
<p>Develop criteria for considering the implementation of the Community Traffic Measures identified in the TMP</p> <p><i>(Transportation Services)</i></p> <p>2016</p>	2017	<p>Develop Criteria for determining whether the Community Traffic Measures identified in the TMP should be implemented. Continue to investigate using the Transportation Association of Canada (TAC) manual as well as the Ontario Traffic Manual Book 18 as a basis.</p> <p><i>(Transportation Services)</i></p>	<p>Criteria developed and Community Traffic Measures Implemented as needed based on the criteria.</p>
<p>Implement the Policy Recommendations with respect to Harbours, Airports and Rail Corridors</p> <p><i>(Planning Department)</i></p> <p>2015</p>	2015	<p>Incorporate the Policy Recommendations identified in the TMP with respect to Harbours, Airports and Rail Corridors into the County Official Plan as part of a County Official Plan Amendment.</p> <p><i>(Planning Department)</i></p>	<p>County Official Plan Amendment Approved by Council</p>
Comments:			

From: Kajendran, Vinothini (MAH) <Vinothini.Kajendran@ontario.ca>
Sent: November-24-14 3:52 PM
To: mattawan@xplornet.ca; brissong@ntl.sympatico.ca;
drushton@mcdougalltownship.on.ca; treasure@ntl.sympatico.ca;
clerk@township.mckellar.on.ca; mcmurric@gmail.com; nmellema@mcnabbraeside.com;
dmorrissey@meaford.ca; dholmes@melancthontownship.ca; cao@merrickville-
wolford.ca; brayburn@county.middlesex.on.ca; smibert@middlesexcentre.on.ca;
ctripp@midland.ca; bill.mann@milton.ca; nwright-laking@mindenhills.ca;
bwhite@town.minto.on.ca; janice.baker@mississauga.ca; dsmithson@mississippimills.ca;
keith@townofmono.com; gbarnes@township.montague.on.ca;
deputycv@mcdougalltownship.on.ca; rtremblay@meaford.ca; kbunting@middlesex.ca;
boyds@middlesexcentre.on.ca; afay@midland.ca; townclerk@milton.ca;
crystal.greer@mississauga.ca; jcollins@mississippimills.ca;
sblair@township.montague.on.ca; mleclerc@ntl.sympatico.ca;
treas@mcdougalltownship.on.ca; treasurer@mcnabbraeside.com; pfettes@meaford.ca;
brayburn@county.middlesex.on.ca; jgates@middlesex.ca; mvilleneuve@midland.ca;
linda.leeds@milton.ca; lblanchard@mindenhills.ca; gordon@town.minto.on.ca;
patti.elliott-spencer@mississauga.ca; rwhitmarsh@mississippimills.ca;
les@townofmono.com
Cc: Tang, Andrew (MAH)
Subject: Municipal Delegations at OGRA/ROMA Combined Conference / Délégations
municipales au congrès conjoint de la OGRA/ROMA
Attachments: Memorandum re Delegate Requests - ENGLISH.pdf; Municipal Delegation
Memorandum FRE.pdf

Please be advised that the Municipal Delegation Request Form for the Combined Conference of the Ontario Good Roads Association (OGRA) and Rural Ontario Municipal Association (ROMA) is now available online. Information about delegations and a link to the form are available here: <http://www.mah.gov.on.ca/Page10830.aspx>. The deadline to submit requests is Friday, January 16, 2014.

Veuillez noter que le formulaire de demande de délégation municipale pour le congrès conjoint de l'Ontario Good Roads Association (OGRA) et de la Rural Ontario Municipal Association (ROMA) est maintenant disponible en ligne. Ders renseignements sur les délégations et un lien vers le formulaire sont disponibles ici : <http://www.mah.gov.on.ca/Page10837.aspx>. La date de soumission des demandes est le vendredi 16 janvier 2014.

Kind Regards,

Vinothini Kajendran
Research Analyst
Information and Analysis Unit
Municipal Program and Education Branch
Municipal Services Division

Ministry of Municipal Affairs and Housing

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NOTICE

The Government of Ontario Process for Ministers' and Parliamentary Assistants' Delegations at the OGRA/ROMA Combined Conference

**Sunday February 22 – Tuesday February 24, 2014
Toronto, Ontario**

Individual Ministers and Parliamentary Assistants are being asked to participate in municipal delegations. Please note that not all Ministers and Parliamentary Assistants will be taking delegations. If your municipality wishes to meet with a Minister or Parliamentary Assistant, we ask that you complete and submit the online form. Please note all request forms **must** include the name of a contact person who is knowledgeable about the issue and available to respond to ministry inquiries in a timely manner.

The Ministry of Municipal Affairs and Housing (MMAH) will respond to delegation requests for the Minister of Municipal Affairs and Housing. MMAH will advise other Ministers and Parliamentary Assistants of delegation requests and decisions on delegations will be made and given to you by the Ministers requested. To assist in expediting your delegation request, we ask that you use the Municipal Delegation Request Form rather than going through your MPP or directly to the Ministers' Offices.

In order to facilitate municipalities in planning their delegation schedules we will advise municipalities of their delegation times prior to the conference. As a result, **no delegation requests will be accepted after the DEADLINE of FRIDAY, January 16, 2014.**

Municipalities will be contacted by the respective Ministries about their requests and, if applicable, the meeting time and location, approximately one week before the Conference.

To request a delegation meeting with a Minister, please include all the issues that you wish to discuss with that Minister on a single form. If you are requesting delegation meetings with more than one Minister, each meeting request should be made on a separate form. We ask that delegates not meet with more than one Minister on a given issue. To make the most of the delegation time available (delegations usually run 15 minutes), please ask to discuss your issue only with the Minister or Parliamentary Assistant responsible for that issue.

Thank you.

Vinothini Kajendran
Municipal Programs and Education Branch
Ministry of Municipal Affairs and Housing
Telephone: 416-585-6280
E-mail : vinothini.kajendran@ontario.ca



November 6, 2014

Mayor White and members of Council
Township of Melancthon
c/o Denise Holmes, Clerk
157101 Highway 10
Melancthon, Ontario
L9V 2E6

Member Municipalities

Adjala-Tosorontio
Amaranth
Barrie
The Blue Mountains
Bradford-West Gwillimbury
Clearview
Collingwood
Essa
Innisfil
Melancthon
Mono
Mulmur
New Tecumseth
Oro-Medonte
Grey Highlands
Shelburne
Springwater
Wasaga Beach

Watershed Counties

Simcoe
Dufferin
Grey

Member of



Dear Mayor White and Council:

Re: Appointment of Members Nottawasaga Valley Conservation Authority

On behalf of the Board of Directors of the Nottawasaga Valley Conservation Authority (NVCA), we congratulate the members of Council who were re-elected and newly appointed.

Since 1960, the NVCA has partnered with our watershed municipalities. As a key to our decision making process, municipalities are requested, under **The Conservation Authorities Act**, to appoint members to the Board of Directors of NVCA for the term of Council. The purpose of this letter is to provide a brief summary regarding the NVCA as well as request that your appointments for the period of January 2015 to January 2019 are forwarded to the NVCA by December 19, 2015 prior to our Annual General Meeting scheduled for January 9, 2015.

The mission of the NVCA is to **"work together to lead, promote, support and inspire innovative watershed management."** Our mandate is specifically driven by Section 20 of **The Conservation Authorities Act**. Services are provided through four general Divisions: Planning, Engineering/Technical Services, Land Operations/Stewardship and Corporate Services.

Section 14 of the Act prescribes the appointment process by municipalities, as follows:

- Member(s) are appointed via council resolution. Council may appoint either elected officials or citizen appointees.
- Members appointed must be residents of the municipality.

Under Section 2 of the Act, your municipality is requested to appoint one member.

Conserving our Healthy Waters

Your current members appointed to the NVCA will remain on the Board until the completion of 2014 business at the Annual General Meeting on January 9, 2015. New members will commence their service during the remainder of the AGM, which focuses on the election of officers, appointment of legal counsel/auditors signing authorities and scheduling meetings for the 2015 year.

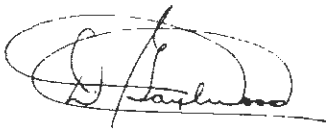
The Board of Directors generally meets monthly from 9:00 a.m. to 12:00 noon. To assist the Board, Advisory Committees may be established at the Annual General Meeting. Board members receive a per diem for each meeting in the amount of \$80.42 plus mileage.

A Board Orientation Session will be held in February at which senior staff will overview their Divisional work in order to provide an opportunity for members to engage in dialogue.

Additional information on the NVCA can be obtained at www.nvca.on.ca or by contacting the undersigned at 705-424-1479 ext. 225.

Thank you and we look forward to receiving your new appointees by December 19, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Gayle Wood", enclosed within a large, loopy oval shape.

D. Gayle Wood,
Interim Chief Administrative Officer

C NVCA Chair Bifulchi and Board of Directors
Watershed Municipal CAOs

Denise Holmes

From: OCIF (OMAFRA) <OCIF@ontario.ca>
Sent: November-19-14 5:44 PM
To: dholmes@melancthontownship.ca
Subject: Ontario Community Infrastructure Fund – Formula-based Component (OCIF-Formula)
File Number: OCIF FC-0168
Attachments: OCIF FC Letter.pdf; Project Report B - Other Eligible Projects v6.pdf; OCIF Formula Annual Financial Report v6.pdf; Project Report A - Roads and Asset Management v5.pdf; OCIF Formula-based Municipal CA - OCIF FC-0168.pdf

As previously communicated, we are pleased to confirm your eligibility in the Ontario Community Infrastructure Fund ♦ Formula-based Component (OCIF-Formula).

Enclosed you will find your municipality's OCIF-Formula Contribution Agreement (CA).

Also included is a letter outlining the instructions for executing the CA and for submitting other required documentation.

Please note, the deadline to submit your completed Contribution Agreement and supporting documentation is Wednesday, December 31, 2014.

Sincerely,
The Infrastructure Team

Total Control Panel

[Login](#)

To: dholmes@melancthontownship.ca
From: ocif@ontario.ca

Message Score: 1
My Spam Blocking Level: High

High (60): Pass
Medium (75): Pass
Low (90): Pass

[Block](#) this sender
[Block](#) ontario.ca

This message was delivered because the content filter score did not exceed your filter level.

Ministry of Agriculture,
Food and Rural Affairs

Ministère de l'Agriculture,
de l'Alimentation et
des Affaires rurales

4th Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 1-877-424-1300
Fax: 519 826-4336

4^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél. : 1-877-424-1300
Téléc. : 519 826-4336



Rural Programs Branch

November 17, 2014

File Number: OCIF FC-0168

Denise B. Holmes, Chief Administrative Officer/Clerk
Township of Melancthon
157101 Highway 10, RR 6
Melancton, Ontario
L9V 2E6

dholmes@melancthontownship.ca

Subject: Ontario Community Infrastructure Fund – Formula-Based Funding Contribution Agreement

Dear Denise B. Holmes,

As previously communicated, I am pleased to confirm your eligibility in the Ontario Community Infrastructure Fund – Formula-based Component (OCIF-Formula). Enclosed you will find your municipality's OCIF-Formula Contribution Agreement (CA). Funding for the OCIF-Formula component will be processed by spring 2015, subject to the signing and return of the attached CA between the Township of Melancthon and Ontario, as well as other conditions as outlined in the CA.

Instructions for executing the CA:

1. Print two copies of the attached CA PDF document;
2. Write in the names of the municipal signatories on or around page 21 of the CA;
3. Have the signatories sign and affix the corporate seal next to the signatures. If your municipality does not have a corporate seal, please indicate this in your return cover letter with the signed agreements;
4. Include a certified true copy of the municipal by-law or council resolution designating the signing officers and authorizing the execution of the CA;
5. Return both hard copies and by-law or council resolution to the attention of the undersigned via post or courier no later than **Wednesday, December 31, 2014**.
6. Provided all documents are in order, the ministry will arrange for the execution of the CAs and return one original for your files.



Good Things
Grow in Ontario
À bonne terre,
bons produits



Instructions for submitting other required documentation by Wednesday, December 31, 2014 in order to receive funding:

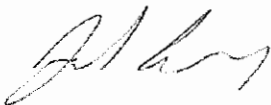
1. As required under the CA terms and conditions, the following materials must be submitted to the attention of the undersigned at OMAFRA:
 - an up-to-date comprehensive asset management plan, covering at least core infrastructure assets; and
 - all outstanding reports from the 2012 Municipal Infrastructure Investment Initiative and/or the 2013 Small, Rural and Northern Municipal Infrastructure Fund.
2. Included in the email attachments are two versions of the Proposed Project Reporting Table to be completed, depending upon the scope of the proposed project(s) for which your funding will be used. Complete Section A of the applicable form(s), as appropriate, and return to OMAFRA. (Additional information for completing Section A can be found in the CA – Schedule B.)
3. The 2012 and 2013 Financial Information Returns, without critical errors, must be submitted to the Ministry of Municipal Affairs and Housing (MMAH) in the usual manner.

Upon completion of the conditions outlined in the CA and a review by ministry staff to confirm completion, the funding for 2014/15 will be processed.

For those interested, we have arranged a webinar session to provide information on the process for the OCIF Formula-based component. Ministry staff will be available to answer any questions you may have. An appointment will be sent out shortly and will include all of the pertinent information. We encourage you to attend this seminar

Should you have questions regarding this process, please contact Joseph Dubonnet, Program Analyst, at 519-826-3717 or via email at joseph.dubonnet@ontario.ca

Sincerely,



Joel Locklin, Manager (A)
Program Operations

encl.



Recipient Name:	
Contact Name, Title:	
Email:	
Phone:	

FUNDS RECEIVED FROM OCIF FORMULA COMPONENT

(refer to Schedule "D" of your Agreement)

\$ -

ADDITIONS TO THE FUNDING AMOUNT:

Add: Any interest earned on the funds received:

\$ -

(As per section 4.3 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)

Add: Any amount(s) received from another Recipient's OCIF Allocation:

(Provide name of Municipality/Local Services Board and amount received)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -

TOTAL RECEIVED FROM OTHER RECIPIENTS:

\$ -

TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD:

\$ -

SUBTRACTIONS FROM THE FUNDED AMOUNT:

Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB:

(Provide name of Municipality/Local Services Board and amount transferred)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -

TOTAL TRANSFERRED TO OTHER RECIPIENTS:

\$ -

Subtract: Total formula funds utilized on eligible projects:

(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section B - Part 2 Financial Update section of your required Project Report(s))

Project Name

1.		\$ -
2.		\$ -
3.		\$ -
4.		\$ -
5.		\$ -

TOTAL FUNDS USED ON ELIGIBLE PROJECTS:

\$ -

TOTAL FUNDS TRANSFERRED OR SPENT:

\$ -

CLOSING BALANCE OF FUNDS*:

\$ -

* As per section 3.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of Funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided on amount for interest earned above.

ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete;
2. Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
3. The Recipient is in compliance with all of the terms and conditions of the Agreement.

Name		Date	
Title			

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA-BASED COMPONENT

BETWEEN:

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

(“Ontario”)

– and –

The Corporation of the Township of Melancthon
(the “Recipient”)

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

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible Local Services Board;

AND WHEREAS the Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

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 of sufficiency of which is expressly acknowledges, 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.

“**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, any Funds provided to the Recipient under this Agreement.

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

“Annual Financial Report” means the document set out under Part B.2 of Schedule “B” of this Agreement.

“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).

“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 “G” 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 this Agreement.

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

“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 in return for financial consideration that may be claimed as an Eligible Cost under this Agreement.

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

“Eligible Costs” means the costs described in Part E.1 of Schedule “E” 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 C.2 of Schedule “C” 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.

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

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

“Local Services Board” means a Local Services Board established under the *Northern Services Boards Act* (Ontario).

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs 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 project described in Part B.1 of Schedule “B” of this Agreement.

“Project Report” means the document set out under Part B.1 of Schedule “B” of this Agreement.

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

“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.

“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.

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" Eligible Project Categories
- "B" Project Report and Annual Financial Report
- "C" Operational Requirements Under The Agreement
- "D" Financial Information For The Project
- "E" Eligible And Ineligible Costs
- "F" Aboriginal Consultation Requirements
- "G" Communications Protocol

- 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 Funds up to the amount set out under Part D.1 of Schedule "D" of this Agreement to the Recipient in accordance with Part D.2 of Schedule "D" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete any Project to which the Funds being provided under this Agreement have been directed.

- 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 any Project to which Funds are directed or their subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to any Project to which Funds are directed. 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 any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Projects.** The Recipient shall only use the Funds being provided under this Agreement towards Projects that fall within the category of projects set out under Schedule "A" of this Agreement and those Projects have been set out under Part I of the Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 3.5 Recipient To Spend Funds By December 31 Of The Calendar Year.** The Recipient shall spend any Funds provided to it under this Agreement by December 31 of the calendar year in which the Funds was provided under this Agreement. Where the Recipient does not spend the Funds it was provided under this Agreement by December 31 of the calendar year in which the Funds were provided, Ontario may Adjust the Funds that Ontario is providing to the Recipient in the following year by the amount of the Funds that the Recipient did not spend by December 31 the previous calendar year, plus any interest that the Recipient earned on those Funds.
- 3.6 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 any Project to which Funds are directed. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.7 Asset Retention.** The Recipient shall comply with Part C.7 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 Behavior Of Recipient.** The Recipient shall carry out any Project to which Funds are directed 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.
- 3.9 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 any Project to which Funding is directed or to meet any terms or conditions under this Agreement

- 3.10 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.
- 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 Part B.2 of Schedule "B" of this Agreement. Ontario reserves the right to request the return of any interest that the Recipient earns on the Funds.
- 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 E.1 of Schedule "E" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part E.2 of Schedule "E" 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 E.1 of Schedule "E" 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:

- (i) On January 1 of the following calendar year in which the Funds were provided, or
 - (ii) 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 fifteen (15) Business Days of receiving a written demand from Ontario.

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.

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 in which the Funds are directed;
- (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 the Effective Date of this Agreement for the first year and January 1 of each calendar year this Agreement is in effect and spent by December 31 of the same calendar year.

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 D.2 of Schedule "D" of this Agreement.

5.3 *Conditions Precedent For Payment Of Funds.* Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient until the Recipient has met the following further conditions precedent:

- (a) The Recipient has submitted to the Ministry of Municipal Affairs and Housing any outstanding Financial Information Returns by December 31 of each calendar year;
- (b) The Recipient has submitted to the Ministry a copy of their asset management plan and any subsequent updates by December 31 of each calendar year
- (c) The Recipient has:
 - (i) Where the Recipient has previously committed to making its asset management plan publically available under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has made its asset management plan public by:

- a. Posting its asset management plan on its website, if it has one, or
- b. Made its asset management plan publicly available and has provided Ontario with information as to how it has made its asset management plan publicly available; or
- (ii) Where the Recipient has not previously committed to completing an asset management plan by December 31, 2014 under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has submitted a declaration certifying that the Recipient is committed to developing an asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans*, by December 31, 2015;
- (d) 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;
- (e) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (f) 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 where:

- (a) Ontario is of the opinion that a Project in which the Funds are directed 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 Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal 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 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 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.

- 6.4 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 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part D.2 of Schedule "D" 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 until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 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 6.3 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 all necessary insurance that would be considered appropriate by a reasonable for the types of Projects in which Funds are being directed, including 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 C.3 of Schedule "C" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's 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 their 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 their own gross negligence or wilful misconduct, as a result of or arising out 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 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 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 agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.4 of the Agreement as against any third party.

9.5 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 9.5 of the Agreement as against any third party.

SECTION 10 PROCUREMENT

10.1 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.

10.2 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, competitive process that ensures the best value for any 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.

10.3 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.

10.4 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.

10.5 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.

10.6 Goods And Services To Be Procured In Competitive Manner And At Price No Greater Than Fair Market Value. Despite anything else contained in this section 10 of the Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

- 10.7 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 any Project in which Funds are directed 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 any 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 any Project in which Funds are directed to the Recipient as set out in Schedule "F" 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 any Project in which Funds are directed 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 any Project in which Funds are directed.
- 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 any Project in which Funds are directed on behalf of Ontario in accordance with Schedule "F" of this Agreement;
 - (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
 - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 11.4 Recipient Shall Not Start Construction On Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups.** The Recipient shall not commence or allow any third party to

commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups identified in accordance with Schedule "F" of this Agreement.

SECTION 12 COMMUNICATIONS

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

SECTION 13 REPORTS

- 13.1 Project Report.** The Recipient shall submit a Project Report for every Project it proposes to direct Funds under this Agreement toward, as set out under Part B.1 of Schedule "B" of this Agreement, to Ontario by the date indicated in Part C.4 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.1 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Annual Financial Report.** The Recipient shall submit an Annual Report, as set out under Part B.2 of Schedule "B" of this Agreement, to Ontario on the dates set out in Part C.5 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.2 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.3 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.
- 13.4 Compliance Attestation.** The Recipient shall provide a compliance attestation in accordance with the following when any reports required under sections 13.1 to 13.3 of this Agreement is submitted:
- (a) Where the Recipient is a municipality, the compliance attestation shall be signed by the Recipient's Administrative Officer/Clerk or Treasurer.
 - (b) Where the Recipient is a LSB, the compliance attestation shall be signed by the Recipient's Chair or secretary.

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 any Project in which Funds are directed 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 any Project in which Funds are directed, 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 any Project in which Funds are directed 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 any Project in which Funds are directed and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to any Project in which Funds are directed.

14.3 Audits. Ontario may, at its own expense, conduct audits of any Project in which Funds are directed. 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 any Project in which Funds are directed 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 D.2 of Schedule "D" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement.

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;
 - (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;
 - (iv) The Recipient is unable to continue with any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

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.
- 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 enure 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.
- 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 the 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 Parties.
- 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 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, 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 and Consultants 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 Owning 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 C.6 of Schedule "C" 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 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 3 to 6, 9, 11 and 13 to 15; subsections 1.2 to 1.7, 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts C.6 and C.7 of Schedule "C" of this Agreement and Schedules "E" and "F"; along with all applicable defined terms within section 1, all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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

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

Name: George Borovilos
Title: Assistant Deputy Minister (A)

Date

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

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

Name:
Title:

Date

AFFIX CORPORATE
SEAL

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
ELIGIBLE PROJECT CATEGORIES**

Eligible Projects include:

The development and implementation of asset management plans (e.g. software, training, inspections) for core infrastructure assets

Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets which include:

- Roads
 - o Paved Roads
 - o Unpaved Roads
 - o Street lighting and sidewalks may be included as eligible items when part of a road project.
- Bridges and Culverts
- Water
 - o Water Treatment
 - o Water Distribution/Transmission
- Wastewater
 - o Wastewater Treatment & Disposal
 - o Sanitary Sewer Systems
 - o Storm Sewer Systems (Urban and Rural)
 - o Note: Routine upgrades or improvements to storm water infrastructure and drainage are ineligible; an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges).

Funds are not to be used for growth-related expansion projects (e.g., new subdivision infrastructure).

A Recipient may choose to transfer its yearly allocation to another eligible Recipient in the furtherance of a joint project. A Recipient will only be allowed to transfer Funds if the following are in place:

- The participating Recipients will need to inform Ontario that they are undertaking a joint project and put formal agreements in place for the joint project that provide details on the shared funding arrangement and reason for the transfer of Funds.
- The Project being funded is listed as a priority in the asset management plans of all Recipients involved in the Project.

**SCHEDULE “B”
PROJECT REPORT AND ANNUAL FINANCIAL REPORT**

PART B.1 – PROJECT REPORT

The Project Report shall indicate to the Ministry what Project the Recipient will use the Funds for. The Project Report contains two sections: (1) Proposed Project Reporting Table and (2) Annual Project Information Update. The Recipient must submit a separate Project Report for every Project proposed to utilize the Funds.

PROPOSED PROJECT REPORTING TABLE

Section A of the applicable Project Report must be submitted 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

Should the Recipient require a revision in the Project set out in the Project Report; the Recipient shall revise the Project Report and submit an updated Project Report as soon as possible to the Ministry and prior to any construction being undertaken on the Project. The Recipient shall note that the Project has been changed from the original Project Report.

ANNUAL PROJECT INFORMATION UPDATE

Section B of the applicable Project Report must be submitted no later than December 31st of each calendar year.

There are two (2) Project Reports:

- Project Report A: Road Resurfacing or Asset Management Projects
- Project Report B: Other Eligible Projects

For Projects involving asset management or road resurfacing, use report “A”.

Road resurfacing is defined as a road Project where the land will not be disturbed, altered or affected through excavation (i.e., no increase in width, change in alignment, etc.) except for the removal of the current surface and the installation of a new surface.

For all other Projects use report “B”.

PART B.2 – ANNUAL FINANCIAL REPORT

The Recipient shall provide an annual financial update to the Ministry in the form prescribed no later than December 31st of each calendar year.

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PROJECT REPORTS

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT PROJECT REPORT A – ROAD RESURFACING OR ASSET MANAGEMENT PROJECTS



Municipality / LSB Name	2T				
Contact Name	2T	Title	2T		
Email	2T	Phone Number	2T	Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Category	<input type="checkbox"/> Road Resurfacing (does not include any changes to the road, strictly removal of current surface and replacement of the surface) <input type="checkbox"/> Asset Management <i>Choose only one category</i>			
Project Title	<i>Insert a project title (no more than 10 words please)</i>			
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>			
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town	<i>Insert information here</i>
	Longitude	<i>Insert information here</i>	Latitude	<i>Insert information here</i>
Estimated Total Project Cost	\$ <i>Insert dollar value</i>		Formula Funds Expected to be Utilized	\$ <i>Insert dollar value</i>
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>		Proposed Completion Date	<i>Insert date MM/DD/YYYY</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES

1. What is the current status of the above project?

☐ In Progress - Ahead of Schedule
 ☐ In Progress – On Schedule
 ☐ In Progress – Behind Schedule
 ☐ Completed
 ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?

☐ No ☐ Yes

If Yes, please describe:

PART 1: PROJECT ACTIVITIES			
3. For Asset Management Projects – What area did you focus your asset management efforts on?			
<input type="checkbox"/> State of local infrastructure (i.e., inventory of assets, valuation of assets, asset condition, etc.) <input type="checkbox"/> Desired levels of service (i.e., performance measures, targets, timeframes, etc.) <input type="checkbox"/> Asset management strategy (i.e., action plans, procurement methods, strategy risks, etc.) <input type="checkbox"/> Financing strategy (i.e., expenditure forecasts, historic comparative analysis, etc.)			
4. For Road Resurfacing Projects - As detailed in your asset management plan (AMP), what was the priority of the project using this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year?		<input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____	
5. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Asset Management Plan is now a comprehensive plan for all core infrastructure	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR	
Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION	
Please provide particulars as to how the requirements have been met under Schedule "F" of the Agreement.	
Declaration required for all Projects:	
Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal	<input type="checkbox"/> Yes <input type="checkbox"/> No

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:					
1. The information provided herein and in any document attached is accurate and complete; and					
2. It is in compliance with all of the terms and conditions of the Agreement.					
Name	2T	Title	2T	Date	2T

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT PROJECT REPORT B – OTHER ELIGIBLE PROJECTS



Municipality / LSB Name	2T				
Contact Name	2T	Title	2T		
Email	2T	Phone Number	2T	Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Type	<input type="checkbox"/> Rehabilitation <input type="checkbox"/> Replacement <input type="checkbox"/> Renewal <i>Note : Expansion Projects are not eligible under OCIF</i>			
Project Category	<input type="checkbox"/> Water <input type="checkbox"/> Wastewater <input type="checkbox"/> Roads (other than resurfacing) <input type="checkbox"/> Bridges <i>Choose only one category</i>			
Project Title	<i>Insert a project title (no more than 10 words please)</i>			
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>			
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town	<i>Insert information here</i>
	Longitude	<i>Insert information here</i>	Latitude	<i>Insert information here</i>
Estimated Total Project Cost	\$ <i>Insert dollar value</i>		Formula Funds Expected to be Utilized	\$ <i>Insert dollar value</i>
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>		Proposed Completion Date	<i>Insert date MM/DD/YYYY</i>

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.

Environment & Geography	Does the municipality/LSB own the land, building(s) or works	<i>Insert response here</i>
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PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS		
	upon which the proposed project will be constructed or renovated?	
	Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.? Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent? Will the proposed project affect birds / fowl or other animals and their habitat?	<i>Insert response here</i>
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant. Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.	<i>Insert response here</i>
Known Assertions or Claims	Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site?	<i>Insert response here</i>
	Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?	<i>Provide list of Aboriginal Communities, concerns, assertions or claims expressed and actions taken in response.</i>
	Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects? Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?	<i>Insert response here</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES			
1. What is the current status of the above project?			
<input type="checkbox"/> In Progress - Ahead of Schedule <input type="checkbox"/> In Progress – On Schedule <input type="checkbox"/> In Progress – Behind Schedule <input type="checkbox"/> Completed <input type="checkbox"/> Not Proceeding			
2. Is there any variance between the project description noted above and the actual project completed or in progress?			
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please describe:			
3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year?		<input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____	
4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR	
Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

Please provide particulars as to how the requirements have been met under Schedule "F" of the Agreement.

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Declaration required by Projects 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 communities making them aware of the opportunity to express comments and concerns with respect to the following: <ul style="list-style-type: none"> the project; adverse impacts on hunting, trapping, fishing and plant harvesting; and any burial grounds or archaeological sites of cultural significance. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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A copy of any correspondence/information between the Recipient and any Aboriginal communities was forwarded to the Province of Ontario.	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

- The information provided herein and in any document attached is accurate and complete; and
- It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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ANNUAL FINANCIAL REPORT

ONTARIO COMMUNITY INFRASTRUCTURE FUND - ANNUAL FINANCIAL REPORT



Recipient Name:	
Contact Name, Title:	
Email:	
Phone:	

FUNDS RECEIVED FROM OCIF FORMULA COMPONENT

(refer to Schedule "D" of your Agreement)

\$ -

ADDITIONS TO THE FUNDING AMOUNT:

Add: Any interest earned on the funds received.

\$ -

(As per section 4.3 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)

Add: Any amount(s) received from another Recipient's OCIF Allocation:

(Provide name of Municipality/Local Services Board and amount received)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -
TOTAL RECEIVED FROM OTHER RECIPIENTS:		\$ -

TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD: \$ -**SUBTRACTIONS FROM THE FUNDED AMOUNT:**

Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB:

(Provide name of Municipality/Local Services Board and amount transferred)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -
TOTAL TRANSFERRED TO OTHER RECIPIENTS:		\$ -

Subtract: Total formula funds utilized on eligible projects:

(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section D - Part 2 Financial Update section of your required Project Report(s))

Project Name

1.		\$ -
2.		\$ -
3.		\$ -
4.		\$ -
5.		\$ -
TOTAL FUNDS USED ON ELIGIBLE PROJECTS:		\$ -

TOTAL FUNDS TRANSFERRED OR SPENT: \$ -**CLOSING BALANCE OF FUNDS*:** \$ -

* As per section 3.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of Funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided an amount for interest earned above.

ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete;
2. Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
3. The Recipient is in compliance with all of the terms and conditions of the Agreement.

Name		Date	
Title			

**SCHEDULE “C”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

PART C.1 – EFFECTIVE DATE OF AGREEMENT

C.1.1 *Effective Date Of Agreement.* This Agreement is effective as of the date that the Minister signs it.

PART C.2 – EXPIRATION DATE

C.2.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART C.3 – INSURANCE REQUIREMENTS

C.3.1 *Insurance Requirements.* The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART C.4 – SUBMISSION OF PROJECT REPORT

C.4.1 *Submission Of Project Report.* The Recipient shall submit its Project Report in accordance with the following:

The Recipient shall submit section “A” of the applicable Project Report to Ontario 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

The Recipient shall submit section “B” of the applicable Project Report to Ontario no later than December 31st of each calendar year.

PART C.5 – SUBMISSION OF ANNUAL REPORT

C.5.1 *Submission Of Annual Report.* The Recipient shall submit the Annual Financial Report and Part “B” of the Project Report for all applicable Projects to Ontario by December 31st of the year in which the Funds were received.

PART C.6 – NOTICE AND CONTACT

C.6.1 Notice And Contact Information. Notices under this Agreement shall be sent to the following persons at the following addresses:

To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Joel Locklin, Manager Telephone: 519-826-3791 Fax: 519-826-3398 Email: OCIF@ontario.ca	To Recipient: The Corporation of the Township of Melancthon 157101 Highway 10, RR 6 Melancton, Ontario L9V 2E6 Attention: Denise B. Holmes Telephone: (519) 925-5525 Email: dholmes@melancthontownship.ca
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PART C.7 – ASSET RETENTION PERIOD

C.7.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify OMAFRA 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.

C.7.2 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.

SCHEDULE “D”
FINANCIAL INFORMATION FOR THE PROJECT

PART D.1 – PROVISION OF FUNDS

D.1.1 Funds Provided By Ontario. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to the amount indicated in the table immediately below in Funds for Eligible Costs. Subject to sections 3.5 and 4.3 of this Agreement, the Recipient may also retain any interest earned upon those Funds

Funding Year	Annual Financial Assistance	Timeframe for Funds to be spent:
2015	\$ 25,000.00	January 1 - December 31, 2015
2016	\$ 25,000.00	January 1 - December 31, 2016
2017	\$ 25,000.00	January 1 - December 31, 2017

PART D.2 – PAYMENT OF FUNDS

D.2.1 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:

Annual Financial Assistance is equal to or under \$150,000.00

Funding Year	100% Payment Date Range
2015	January – March 2015
2016	January – March 2016
2017	January – March 2017

Annual Financial Assistance is over \$150,000.00

Funding Year	1 st Installment (25%)	2 nd Installment (50%)	3 rd Installment (25%)
2015	January – March 2015	April – June 2015	July to September 2015
2016	January – March 2016	April – June 2016	July to September 2016
2017	January – March 2017	April – June 2017	July to September 2017

**SCHEDULE “E”
ELIGIBLE AND INELIGIBLE COSTS**

PART E.1 – ELIGIBLE COSTS

E.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in 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 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, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training and inspections);
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (e) 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;
- (f) The costs of developing and implementing innovative techniques for carrying out the Project;
- (g) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (h) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (i) 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 E.2 – INELIGIBLE COSTS

E.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs not incurred in accordance with section 5.1(e) of the Agreement;
- (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 associated 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 Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Costs of accommodation for any Aboriginal Group.

E.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.

E.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.

SCHEDULE “F”
ABORIGINAL CONSULTATION REQUIREMENTS

PART F.1 – PURPOSE AND DEFINITIONS

F.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.

F.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 F.2 – RESPONSIBILITIES OF ONTARIO

F.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 F.3 – RESPONSIBILITIES OF THE RECIPIENT

F.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;

- (d) 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;
- (e) 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;
- (f) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (g) 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;
- (h) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) 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;

- (o) 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;
- (p) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and
- (q) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

F.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.

F.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.

F.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 F.4 – NO IMPLICIT ACKNOWLEDGEMENT

F.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 subsection F.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 F.5 – GENERAL

F.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 F.6 – NOTICE AND CONTACT

F.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Part 6.4 of Schedule C.

SCHEDULE “G” 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.

PURPOSE

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

PROJECT SIGNAGE

If the Recipient installs a sign at the site of a Project, 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.

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.

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.

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

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

Media events and announcements include but are not limited to:

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

PRINTED MATERIALS, WEBSITES, PHOTO COMPILATIONS, AWARD PROGRAMS, AWARENESS CAMPAIGNS

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.

ISSUES MANAGEMENT

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.

COMMUNICATING SUCCESS STORIES

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.

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.

DISCLAIMER

If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, 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.

**ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT
PROJECT REPORT B – OTHER ELIGIBLE PROJECTS**



Municipality / LSB Name	2T				
Contact Name	2T	Title	2T		
Email	2T	Phone Number	2T	Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Type	<input type="checkbox"/> Rehabilitation <input type="checkbox"/> Replacement <input type="checkbox"/> Renewal <i>Note : Expansion Projects are not eligible under OCIF</i>			
Project Category	<input type="checkbox"/> Water <input type="checkbox"/> Wastewater <input type="checkbox"/> Roads (other than resurfacing) <input type="checkbox"/> Bridges <i>Choose only one category</i>			
Project Title	<i>Insert a project title (no more than 10 words please)</i>			
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>			
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town	<i>Insert information here</i>
	Longitude	<i>Insert information here</i>	Latitude	<i>Insert information here</i>
Estimated Total Project Cost	\$ <i>Insert dollar value</i>		Formula Funds Expected to be Utilized	\$ <i>Insert dollar value</i>
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>		Proposed Completion Date	<i>Insert date MM/DD/YYYY</i>

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.

Environment & Geography	Does the municipality/LSB own the land, building(s) or works	<i>Insert response here</i>
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PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

	upon which the proposed project will be constructed or renovated?	
	<p>Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.?</p> <p>Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent?</p> <p>Will the proposed project affect birds / fowl or other animals and their habitat?</p>	<i>Insert response here</i>
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	<p>List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant.</p> <p>Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.</p>	<i>Insert response here</i>
Known Assertions or Claims	Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site?	<i>Insert response here</i>
	Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?	<i>Provide list of Aboriginal Communities, concerns, assertions or claims expressed and actions taken in response.</i>
	<p>Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects?</p> <p>Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?</p>	<i>Insert response here</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES			
1. What is the current status of the above project?			
<input type="checkbox"/> In Progress - Ahead of Schedule <input type="checkbox"/> In Progress – On Schedule <input type="checkbox"/> In Progress – Behind Schedule <input type="checkbox"/> Completed <input type="checkbox"/> Not Proceeding			
2. Is there any variance between the project description noted above and the actual project completed or in progress?			
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please describe:			
3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year?		<input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____	
4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR		
Actual Total Project Costs		\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*		\$xxx
Closing Balance of Unspent Funds to Date		\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

Please provide particulars as to how the requirements have been met under Schedule "F" of the Agreement.

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Declaration required by Projects 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 communities making them aware of the opportunity to express comments and concerns with respect to the following: <ul style="list-style-type: none">• the project;• adverse impacts on hunting, trapping, fishing and plant harvesting; and• any burial grounds or archaeological sites of cultural significance.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

A copy of any correspondence/information between the Recipient and any Aboriginal communities was forwarded to the Province of Ontario.	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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**ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT
PROJECT REPORT A – ROAD RESURFACING OR ASSET MANAGEMENT PROJECTS**



Municipality / LSB Name	2T				
Contact Name	2T	Title	2T		
Email	2T	Phone Number	2T	Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Category	<input type="checkbox"/> Road Resurfacing (does not include any changes to the road, strictly removal of current surface and replacement of the surface) <input type="checkbox"/> Asset Management <i>Choose only one category</i>			
Project Title	<i>Insert a project title (no more than 10 words please)</i>			
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>			
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town	<i>Insert information here</i>
	Longitude	<i>Insert information here</i>	Latitude	<i>Insert information here</i>
Estimated Total Project Cost	\$ <i>Insert dollar value</i>		Formula Funds Expected to be Utilized	\$ <i>Insert dollar value</i>
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>		Proposed Completion Date	<i>Insert date MM/DD/YYYY</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES

1. What is the current status of the above project?

☐ In Progress - Ahead of Schedule ☐ In Progress – On Schedule ☐ In Progress – Behind Schedule ☐ Completed ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?

☐ No ☐ Yes

If Yes, please describe:

PART 1: PROJECT ACTIVITIES**3. For Asset Management Projects – What area did you focus your asset management efforts on?**

- ☐ State of local infrastructure (i.e., inventory of assets, valuation of assets, asset condition, etc.)
- ☐ Desired levels of service (i.e., performance measures, targets, timeframes, etc.)
- ☐ Asset management strategy (i.e., action plans, procurement methods, strategy risks, etc.)
- ☐ Financing strategy (i.e., expenditure forecasts, historic comparative analysis, etc.)

4. For Road Resurfacing Projects - As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

- ☐ Over due to be completed? ☐ Due to be completed in the next 2-5 years?
- ☐ Due to be completed this year? ☐ Due to be completed in the next 5+ years?
- ☐ Due to be completed in the next year? ☐ Was not detailed in plan, Please specify: _____

5. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Asset Management Plan is now a comprehensive plan for all core infrastructure	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

Please provide particulars as to how the requirements have been met under Schedule "F" of the Agreement.

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal ☐ Yes ☐ No

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.	
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PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that: <div><div>1. The information provided herein and in any document attached is accurate and complete; and</div><div>2. It is in compliance with all of the terms and conditions of the Agreement.</div></div>
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Name	2T	Title	2T	Date	2T
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Albion, 1840

Alton, 1820

Belfountain, 1825

Bolton, 1823

Caledon East, 1821

Caledon Village, 1826

Campbell's Cross, c. 1820

Cataract, 1858

Cheltenham, 1827

Claude, c. 1832

Inglewood, 1883

Mayfield West, 2006

Melville, 1831

Mono Road, 1871

Mono Mills, 1819

Palgrave, 1846

Sandhill, 1839

Terra Cotta, 1855

Tullamore, c. 1820

Victoria, c. 1850

Wildfield, 1833

Administration

6311 Old Church Road
Caledon, ON L7C 1J6
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T. 905.584.2272
1.888.225.3366
F. 905.584.4325

November 28, 2014

Denise B. Holmes CAO/Clerk
Township of Melancthon
15701 Highway #10
Melancthon, On L9V 2E6

Re: Dufferin Municipal Provincial Offences Act Board Appointment

Dear Ms. Holmes:

As the new of Term of Council approaches, the Town of Caledon has been reviewing all of the various board and committee appointments for members of Council.

As part of our due diligence, staff has reviewed the Memorandum of Understanding (MOU) and Local Side Agreement the Town of Caledon has entered with the Attorney General for the administration of the Dufferin Caledon Court Services Area.

The Dufferin Municipal Provincial Offences Act Board (POA Board) was created to conduct the business of the Dufferin Court Service Area. The constitution of the POA Board includes the Board Member composition represented by each of the Municipal Partners. In accordance with the constitution, The Township of Melancthon may appoint one Member to the POA Board.

After further review of the MOU it is the Town of Caledon's position that this appointment be a staff representative of your municipality and not a political appointment. This will ensure that the Town of Caledon does not contravene the operational standards as outlined in the MOU.

A survey of the composition of all the POA Boards in the Central West Region was conducted. The results indicated that there was no political representation on any of the other Boards. As a result, the Town of Caledon is requesting that the Council of the Township of Melancthon appoint one staff representative as a member of the POA Board.

Once the POA Board is in place, a full review of the Constitution and Inter-Municipal Agreement can occur with the new membership. ,

Please provide the Town of Caledon with your appointed representative once completed.

Sincerely,

Carey deGorter
Director of Administration/Town Clerk

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DEC 04 2014