Tuesday, March 6th, 2018, 6:00 p.m.
Lanark Highlands Municipal Office
75 George Street, Lanark, Ontario

Committee of the Whole – 6:00 p.m., immediately followed by Council.

Chair, Deputy Mayor John Hall

1. CALL TO ORDER

2. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

3. APPROVAL OF AGENDA

   Suggested Motion:
   “THAT the agenda be adopted as presented.”

4. APPROVAL OF MINUTES

   Suggested Motion:
   “THAT the minutes of the Committee of the Whole meeting held on February 13th, 2018, be approved as circulated.”

5. DELEGATIONS & PRESENTATIONS

   i) Warren McMeekin - Youth Centre

6. COMMUNICATIONS

   i) Car and Cash for Health Care Raffle
   ii) Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) – municipal main street revitalization initiatives funding
   iii) International Travellers and Travel Trade – Webinar
   iv) Lanark County Tourism – New County-wide Tourism Strategy

   Suggested Motion:
   “THAT the communications dated March 6th, 2018, be received as information.”
7. REPORTS

Corporate Services

i) 2017 Councillor Remuneration and Expense Summary
Joan Pratt, Treasurer

Suggested Motion:
“THAT, report FIN-01-2018 Councillor Remuneration & Expense Summary be received as information.”

ii) Integrity Commissioner Appointment
Allison Vereyken, Clerk Administrator/Deputy Treasurer

Suggested Motion:
“THAT, Cunningham, Swan, Carty, Little & Bonham LLP (Lead - Tony Fleming) be appointed as the Integrity Commissioner for The Township of Lanark Highlands;

AND THAT, the Clerk/Administrator be directed to prepare the necessary appointment by-law for the March 20th, 2018 Council meeting;

AND THAT, the Mayor and Clerk/Administrator be authorized to execute an agreement with Cunningham, Swan, Carty, Little & Bonham for the provision of services of an Integrity Commissioner.”

iii) Tax Arrear Properties
Allison Vereyken, Clerk Administrator/Deputy Treasurer

Suggested Motion:
“THAT, Council accept report CA-10-2018 as information.”

iv) Use of Middleville Community Centre Reserves
Allison Vereyken, Clerk Administrator/Deputy Treasurer

Suggested Motion:
“THAT, Council authorize the Treasurer to utilize the reserves in the Middleville Community Centre Reserve Account up to $20,422 as per the approved agreement with the CIP150 grant;

AND THAT, this matter be brought to the Council meeting of March 6th, 2018, for approval to allow Staff to offset the expense in 2017, in order for the year end documentation to be provided to the auditors.”
v) Joint Lanark County 2018 Election Compliance Audit Committee
Allison Vereyken, Clerk Administrator/Deputy Treasurer

**Suggested Motion:**

“**THAT, Council accept report CA-12-2018 as information;**

**AND THAT, Council direct the Clerk/Administrator to bring forward a By-Law at the March 20th, 2018, Council meeting to approve the Joint Lanark County 2018 Election Compliance Audit Committee as recommended in CA-12-2018 report.**”

vi) RFQ Hanging Baskets and Flower Barrels Lanark
Allison Vereyken, Clerk Administrator/Deputy Treasurer

**Suggested Motion:**

“**THAT, Council accept report CA-13-2018 as information;**

**AND THAT Council award the Hanging Baskets and Flower Barrels in the Village of Lanark to Green Acres Greenhouse for the 2018 and 2019 season.”**

Community Services

vii) Public Library Minutes
Allison Vereyken, Clerk Administrator/Deputy Treasurer

**Suggested Motion:**

“**THAT, Council accept the Lanark Highlands Library Board minutes from 2017 as information.”**

Building, Planning & Protective Services

viii) Building Department Annual Report
Phil Borrowman, Chief Building Official

**Suggested Motion:**

“**THAT, report No. CBO-01-2018 be received as information.”**
Public Works and Waste Management

ix) **Ontario Community Infrastructure Fund (OCIF) Top Up Funding Agreement**
Thomas McCarthy, Acting Superintendent of Public Works

*Suggested Motion:*

“That, Council authorizes the Mayor and Clerk Administrator to execute the contribution agreement for the Ontario Community Infrastructure Fund – Top-up Application Based Component and to submit the signed agreement to the Government of Ontario prior to March 9th, 2018,

AND THAT, this matter be brought to the Council meeting of March 6th, 2018, as the agreement must be signed and delivered to the Recipient by March 9th, 2018.”

x) **Dust Suppression Tender Award**
Thomas McCarthy, Acting Superintendent of Public Works

*Suggested Motion:*

“That, the 2017 Tender for Dust Suppression be awarded to Morris Chemicals at a cost of $0.2350/L.”

8. INCAMERA ITEMS

9. NEW AND OTHER BUSINESS

10. DEFERRED ITEMS

11. ADJOURNMENT
COMMITTEE OF THE WHOLE
MINUTES

Tuesday, February 13th, 2018
6:00 p.m.
Lanark Highlands Municipal Office - 75 George Street, Lanark, Ontario
Council Chambers

Members Present: Chair, Deputy Mayor John Hall
Mayor, Brian Stewart
Councillor Linda Hansen
Councillor Steve Roberts
Councillor Peter Rodger
Councillor Bill King
Councillor Jeannie Kelso

Staff Present: Allison Vereyken, Clerk Administrator/Deputy Treasurer
Amanda Noël, Planning Administrator/Deputy Clerk

1. CALL TO ORDER
The meeting was called to order at 6:00 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST & GENERAL NATURE THEREOF
None

3. APPROVAL OF AGENDA

REMOVAL

Under Delegations and Presentations
i) Warren McMeekin – Youth Centre

Motion #COW-2018-018
Moved by Councillor Rodger
Seconded by Councillor Hansen
THAT the agenda be adopted as amended.

CARRIED
4. **APPROVAL OF MINUTES**

   Motion #COW-2018-019  
   Moved by Mayor Stewart  
   Seconded by Councillor Hansen  
   THAT the minutes of the Committee of the Whole meeting held on January 30th, 2018, be approved as circulated.  
   CARRIED

5. **DELEGATIONS & PRESENTATIONS**  
   None.

6. **COMMUNICATIONS**

   i) Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) – Overview of Municipal Funding Allocations  
   ii) Call to Action – Fire Medic Protection Needed for Municipal Governments  
   iii) Perth Chamber of Commerce Information  
   iv) Ministry of Community Safety and Correctional Services (MCSCS) – Public Consultation on Proposed Regulations  
   v) Farmland Forum Program – Building Farmland Viability in Ontario

   Motion #COW-2018-020  
   Moved by Councillor Kelso  
   Seconded by Councillor Rodger  
   THAT the communications dated February 13th, 2018, be received as information.  
   CARRIED

7. **REPORTS**

   **Corporate Services**

   i) **Restricted Acts of Council (Lame Duck Periods)**  
      Allison Vereyken, Clerk Administrator/Deputy Treasurer

   Motion #COW-2018-021  
   Moved by Councillor Kelso  
   Seconded by Councillor Hansen  
   THAT Council receive the Council Restricted Acts, (most commonly known as the 'Lame Duck Periods') staff report for information purposes.  
   CARRIED
ii) **Commercial Education Taxes**
   Deputy Mayor John Hall

   **Motion #COW-2018-022**
   Moved by Councillor Kelso
   Seconded by Councillor Roberts
   THAT, the Commercial Education Taxes presentation be received as information.
   CARRIED

**Building, Planning & Protective Services**

i) **Consent Application B17/114 (Knap)**
   Amanda Noël, Planning Administrator/Deputy Clerk

   **Motion #COW-2018-023**
   Moved by Mayor Stewart
   Seconded by Councillor Rodger
   THAT Council recommends to the Land Division Committee of Lanark County that application B17/114 for consent be approved subject to the following conditions;

   1. The balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.
   2. An acceptable reference plan or legal description of the severed lands and the deed be submitted to the Township.
   3. That the applicant pays any outstanding fees to the Township prior to final approval.
   CARRIED

8. **INCAMERA ITEMS**
   None.

9. **NEW AND OTHER BUSINESS**
   None.

10. **DEFERRED ITEMS**
    None.
11. **ADJOURNMENT**

On a motion of Mayor Stewart and seconded by Councillor Kelso the meeting adjourned at 6:30 p.m.

______________________________ Amanda Noël, Deputy Clerk

______________________________ John Hall, Deputy Mayor
Feb. 13, 2018

Allison Vereyken
Clerk
Lanark Highlands
75 George St., P.O. Box 340,
Lanark, ON
K0G 1K0

Dear Allison:

Re: Car & Ca$h for Health Care Raffle

The Almonte General Hospital Fairview Manor Foundation and the Carleton Place District & Memorial Hospital Foundation are partnering on an antique car raffle to benefit both hospitals.

The raffle will take place from Friday, April 6 to Friday, Oct. 5, 2018. Ten thousand tickets will be sold at one for $20 or three for $50. The prize is a 1967 Firebird, donated by Beans Chevrolet of Carleton Place. The winner will also have the option of taking a cash prize instead, approximately $30,000.

One of our key marketing strategies will be to have the car on display at antique car shows throughout the region including in Lanark Highlands.

We would therefore like permission to have volunteers sell tickets within your municipal boundaries. The Township of Mississippi Mills will be the licensing municipality and has requested that we seek your permission.

Please let me know if you have any questions.

Thank you for your consideration.

Al Roberts, CFRE
Managing Director
The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) announced its intention last month to provide funding of up to $26 million to municipal governments to support municipal main street revitalization initiatives. As announced, the broad areas for initiatives are i) energy efficiency, ii) accessibility, iii) marketability of small businesses within main street areas and iv) municipal or other public infrastructure within main street areas that will help the small business.

The funding allocations for each single and lower tier municipal government was shared by OMAFRA. It recognizes that revitalization in main street areas are guided by Community Improvement Plans or other local planning documents such as economic development plans and downtown revitalization policies for example.

AMO has agreed to be the fund administrator. Along with OMAFRA we are working on a streamlined, accountable process that facilitates revitalization projects. Once we have a signed Transfer Payment Agreement with OMAFRA, which sets out all the requirements of AMO and municipal governments (e.g. eligible/ ineligible projects and costs, reporting requirements, etc.) we will be in a position to send you more details on how your funds can be used and a municipal funding agreement. In the meantime, please complete the attached short survey by March 7th. It will help you to start thinking of possible projects that complement the four broad areas noted above as we complete the design work.

For technical issues with the survey, please contact Snezana Vukelic.

Pat Vanini
Executive Director
Association of Municipalities of Ontario

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.
Dear Municipal Partners,
Some of you have asked for training information regarding how to welcome International Visitors, primarily in preparation for LeBoat tourists. There will be a free Webinar offered by Destination Ontario on March 8. Please see below for details.
Thanks!
Marie

Subject: Join Us - Destination Ontario Export Readiness Webinar

DESTINATION ONTARIO EXPORT READINESS WEBINAR

On March 8, from 10:30 am -12:00 pm, Destination Ontario will host an informative 90 minute, FREE web-based Export Readiness Webinar session. Tourism stakeholders will gain introductory knowledge of what products the international traveler is seeking, basic guidelines on accepting the international traveler and working with the travel trade.

This webinar will introduce the international markets in which Destination Ontario invests, describe how Destination Ontario targets them and outline how suppliers can work with Destination Ontario to build international business. You must register in advance for the webinar.

To register for the session Click here
Hello,
Lanark County’s tourism department is compiling a list of people interested in participating in the upcoming development of new county-wide tourism strategy (2019-2025). The idea is to collect your comments and ideas about the future of tourism in Lanark County this summer.

If you would like to be included on the upcoming correspondence, please let me know by reply email. So far, the following people have committed to the process:

- Stephen Fournier, Councillor, Drummond North Elmsley
- Cindy Halcrow, Drummond North Elmsley
- Amanda Charania, Carleton Place / Jackie Kavanagh, Carleton Place Chamber
- Tim Campbell, Councillor, Beckwith Township
- Donna Dillman, Operator
- Jane Torrance, Councillor, Mississippi Mills
- Jennifer Dixon, Councillor, Tay Valley
- Amber Coville, CFDC
- Tiffany MacLaren, Mississippi Mills

Resources:
Lanark County Destination Development Plan 2014-2018
Lanark County Economic Development Strategic Plan 2018

Thank you!
Marie

Marie White, Tourism Manager, Lanark County
1-888-4-LANARK (1-888-452-6275)
99 Christie Lake Road, Perth, ON K7H 3C6
(613) 267-4200 ext. 1530 F: (613) 267-2964
mariew@lanarkcounty.ca  www.lanarkcountytourism.ca

Join Lanark County Tourism, Maple Syrup Capital of Ontario
Facebook @LanarkCounty
Twitter @LanarkCounty #LanarkCounty #MapleCapital
Instagram Lanark County
YouTube Lanark County Tourism
THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS

COMMITTEE OF THE WHOLE
March 6th, 2018

Report #FIN-01-2018
Joan Pratt, Treasurer

2017 COUNCILLOR REMUNERATION & EXPENSE SUMMARY

STAFF RECOMMENDATION(S)

“THAT, report FIN-01-2018 Councillor Remuneration & Expense Summary be received as information.”

BACKGROUND

Each year, the Treasurer under section 284(1)(a) of the Municipal Act is required to provide the Council of the Municipality with an itemized statement of remuneration and other expenses paid in the previous year.

DISCUSSION

Attached Appendix A is a statement of such remuneration and expenses.

It identifies both the taxable and non-taxable portions of Township Council’s remuneration, benefits and all other expenses paid to or on behalf of Councillors in 2016.

By-Law 2006-702 passed June 6th, 2006 is the by-law adopting a Council Remuneration & Expense Policy.

FINANCIAL IMPLICATIONS

None.

CONCLUSIONS

The 2017 Councillor remuneration and other expenses are provided for information purposes only.
ATTACHMENTS

Appendix A

Prepared for Submission by:      Approved for Submission by:

Joan Pratt, Treasurer           Allison Vereyken, Clerk/Administrator
## APPENDIX A

### 2017 Councillor Remuneration & Expense Summary

<table>
<thead>
<tr>
<th>Name</th>
<th>Taxable</th>
<th>Non Taxable Honorarium</th>
<th>CPP</th>
<th>EHT</th>
<th>OMERS</th>
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<th>Mileage</th>
<th>Conventions</th>
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<td>$110,830.62</td>
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THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS
March 6th, 2018

CA-09-2018
Allison Vereyken, Clerk Administrator/Deputy Treasurer

Integrity Commissioner Appointment

STAFF RECOMMENDATION

“THAT, Cunningham, Swan, Carty, Little & Bonham LLP (Lead - Tony Fleming) be appointed as the Integrity Commissioner for The Township of Lanark Highlands;

AND THAT, the Clerk/Administrator be directed to prepare the necessary appointment by-law for the March 20th, 2018 Council meeting;

AND THAT, the Mayor and Clerk/Administrator be authorized to execute an agreement with Cunningham, Swan, Carty, Little & Bonham for the provision of services of an Integrity Commissioner.”

BACKGROUND

In May 2017, a report was provided to County Council on Bill 68, Modernizing Ontario’s Municipal Legislation Act. The report provided an overview of the key highlights of Bill 68, and a recommendation to undertake a Request for Proposal (RFP) process for the services of an Integrity Commissioner for Lanark County and all local municipalities (save and except the Town of Carleton Place who have previously appointed an Integrity Commissioner).

By way of background, the Integrity Commissioner is an independent and impartial position that reports directly to the Township of Lanark Highlands Council and whose powers and duties are set out in the Municipal Act, 2001.

Responsibilities of the Integrity Commissioner, include:

- Investigate complaints and alleged breaches of the Code of Conduct for Members of Council;
- Review the Code of Conduct for Members of Council and make recommendations on an annual basis;
- Serve as an advisor to individual Members of Council in relation to the Code of Conduct and any procedures, rules and policies of the municipality governing ethical behaviour, and act as a proactive educator for Council, municipal staff and the public;
- Provide reports to Council, summarizing his/her activities;
- Provide individual investigative reports, as required, which will include background concerning a complaint and recommendations to Municipal Council with respect to a complaint.
Lanark County issued a Request for Proposal (RFP) for the services of an Integrity Commissioner on December 13th, 2017 with a closing date of January 15th, 2018. Included in the County RFP were the following municipalities: Beckwith, Drummond/North Elmsley, Lanark Highlands, Mississippi Mills, Montague, Perth, Tay Valley and Smiths Falls.

The County received 7 RFP submissions which were reviewed by the Evaluation Committee comprised of the Clerk (or his/her designate) of each local municipality involved. Each submission was evaluated against the criteria set out in section 4.1 of the RFP, as follows:

<table>
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<th>Evaluation Criteria</th>
<th>Weighted Score</th>
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<tr>
<td>Company Profile</td>
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<tr>
<td>Project Experience</td>
<td>20</td>
</tr>
<tr>
<td>Approach, Methodology &amp; Project Schedule</td>
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<tr>
<td>Integrity Consultant Team</td>
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<td>Cost Factor</td>
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<tr>
<td>Total</td>
<td>100</td>
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<tr>
<td>Interview (Stage 2) *Optional</td>
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</table>

**DISCUSSION**

Bill 68 mandates that each municipality must retain an Integrity Commissioner on or before March 1st, 2019. It is the preference and recommendation of the Lanark County / Smiths Falls Clerk's group to proceed with the appointment of an Integrity Commissioner at this time, as a proactive approach to also having the successful proponent assist with the review/refresh of the Council and Employee Codes of Conduct, Council-Staff Relations Policy, Integrity Commissioner Complaint Policy and any other policies/procedures, rules of the municipalities and local boards governing the ethical behavior of members of council and local boards. It is the intent that such tasks would be undertaken and completed in advance of the 2018 municipal election.

County Council has approved the By-Law to appoint an Integrity Commissioner at the February 21st, 2018 Council meeting.

Proceeding with the appointment of an Integrity Commissioner supports open and transparent government and ensures the policies and mechanisms are in place to support a healthy work environment for Council, staff and members of the public.

**RECOMMENDATION**

A review of the proposals was undertaken by the group in accordance with the evaluation criteria. The Stage 2 Interview component was optional, but deemed unnecessary.
After the evaluation process was complete Cunningham, Swan, Carty, Little & Bonham LLP was the proponent with the highest total score. The team will be led by Tony Fleming, who brings a wealth of knowledge both from a legal and municipal perspective. The firm is located out of Kingston, with strong familiarity of Lanark County and its local municipalities. The proposal was clear, concise and the group is confident in the team abilities based on experience and wide breadth of knowledge on various topics. In addition, the informal resolution approach versus immediate investigation is very desirable. Their proposal also provides for education and training for Council members, staff and the public on the Code of Conduct, various policies and the complaint process while instilling the values of accountability and transparency through the provision of an ethical framework with which to work from.

FINANCIAL CONSIDERATIONS

The 2018 Budget should include $5,000 for Integrity Commissioner services. These funds have been earmarked to assist in the review and development of the necessary Codes and policies/procedures for the Township.

The recommended proponent does not require a retainer fee, however there will be ongoing budget needs for the costs of investigations, reports and information provided to members which will be charged at $295 per hour.

It will be difficult to forecast annual costs given the unknown of how often the services of the Integrity Commissioners will be used.

$10,000 should be included in the 2019 budget for consideration. It is recommended that a reserve be set up for this purpose that could help offset higher than expected costs in any particular year.

The Township is also required to provide indemnification for the Integrity Commissioner for the duties provided to the Township.

ATTACHMENTS

None.

Prepared and Submitted By:

Allison Vereyken,
Clerk/Administrator
THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS
March 6th, 2018

CA-10-2018
Allison Vereyken, Clerk Administrator/Deputy Treasurer

Tax Arrear Properties

STAFF RECOMMENDATION

“THAT, Council accept report CA-10-2018 as information.”

BACKGROUND

The following properties were up for tax sale with a tender closing date of January 17th, 2018 at 4:00pm:

(1) Roll No. 0940 001 015 18600 0000
   PT LT 152 PL 205 Lanark N Lavant PT 1 26R1651; LT 153 PL 205 Lanark N Lavant;
   LT 154 PL 205 Lanark N Lavant
   Minimum Tender $9,477.91

(2) Roll No. 0940 934 015 22303 0000
   PT LT 24 Con 8 Lanark PT 1 27R6970
   Minimum Tender $6,884.20

Staff posted on the website December 6th, 2017 the following in regards to the two (2) tax sale properties:
Tender Package and Information Downloads
Link : Tender Envelope Notations.PDF
Link : Form 6
Link : Mapping

Barker Wilson is the agent used for the tax sale process and they posted an ad in the local papers in regards to the tax sale properties.

DISCUSSION

On January 17th, 2018 after 4:00pm there was a public tender opening in regards to the two (2) above mentioned properties.

The following were the results:

(1) Roll No. 0940 001 015 18600 0000
   PT LT 152 PL 205 Lanark N Lavant PT 1 26R1651; LT 153 PL 205 Lanark N Lavant;
   LT 154 PL 205 Lanark N Lavant
Highest Bid Received was $15,200.00
(2) Roll No. 0940 934 015 22303 0000
PT LT 24 Con 8 Lanark PT 1 27R6970
Owner of property paid entire amount outstanding and therefore, the property was not sold in the tax sale process.

**RECOMMENDATION**

That Council accept the report as information.

**FINANCIAL CONSIDERATIONS**

All interested parties of the property (1) have one year to collect the monies held in trust with Barker Wilson, which is the difference in what is owed to the Township and the amount received as the highest bid ($5,522.09). In the event that no one comes forward to claim the monies in trust, the Township may claim these funds.

**ATTACHMENTS**

None.

**Prepared and Submitted By:**

Allison Vereyken,
Clerk/Administrator
Use of Middleville Community Centre Reserves

STAFF RECOMMENDATION

“THAT, Council authorize the Treasurer to utilize the reserves in the Middleville Community Centre Reserve Account up to $20,422 as per the approved agreement with the CIP150 grant;

AND THAT, this matter be brought to the Council meeting of March 6\textsuperscript{th}, 2018, for approval to allow Staff to offset the expense in 2017, in order for the year end documentation to be provided to the auditors.”

BACKGROUND

On November 7\textsuperscript{th}, 2017, CA-14-2017 report was brought forward to Council in regards to the Middleville Community Centre. (See attached)

DISCUSSION

As per By-Law 2005-632: Finance Internal Controls Section 3.02 – Council is to set the budget, which would include the utilization of reserves.

The 2017 budget did not show the utilization of the Middleville Community Centre reserves for the purposes of the CIP150 grant. Due to the fact that there was works completed on the project in 2017 staff requires Council to approve the utilization of the Middleville Community Centre reserve account to offset the expenses in 2017 for the year end documentation to be provided to the auditors.

RECOMMENDATION

That Council authorize the use of the Middleville Community Centre Reserves for the use on expenses related to the CIP150 grant.

FINANCIAL CONSIDERATIONS

(1) Council authorize staff to utilize the Middleville Community Centre Reserves which were set aside at the yearend 2016, up to $20,422, which is the balance of the reserve account.

(2) Council does not authorize the use of the reserve and the expenses in 2017 would be funded from the surplus for the year end 2017.
ATTACHMENTS

CA-14-2017 Report

Prepared and Submitted By:

Allison Vereyken,
Clerk/Administrator
THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS
November 7, 2017
CA-14-2017
Allison Vereyken, Clerk Administrator/Deputy Treasurer

Middleville Community Centre – Septic and Well Drilling Quotes

STAFF RECOMMENDATION

“THAT, Council accept the quote of $12,600 from Timber Ridge Contracting to complete the installation, labour and provide materials for the Middleville Community Centre septic project;

AND THAT, Council accept the quote of $7,400 from George H. Law & Son Ltd. for the installation of two (2) wells and the decommissioning of one (1) well at the Middleville Community Centre, with the exception that any drilling required beyond the 100’ will be paid additional to the quote price at the linear foot price provided in the quote;

AND THAT, Council direct the Clerk/Administrator to schedule the contractors to complete the work as soon as possible;

AND THAT, this matter be brought to the Council meeting of November 7th, 2017 to be passed by Resolution.”

BACKGROUND

In 2015 the Government of Canada allocated $150 million to the newly created Canada 150 Community Infrastructure Program (CIP 150). The Township of Lanark Highlands applied to this grant on June 9, 2015 for work to be completed at the Middleville Community Centre, which included the installation of a septic system, removal of an old holding tank, the installation of two (2) wells and the decommissioning of a well. The total application was $35,200, of which $15,000 was to be covered by the CIP150 grant and the remaining $20,200 to be paid for by the Township.

At the November 29th, 2016 Committee of the Whole meeting the below noted was approved by Council.

i) Middleville Community Hall – Canada 150 Community Infrastructure Program

Denis Goulet, CAO/Clerk

Suggested Motion: “WHEREAS the Federal Economic Development Agency for Southern Ontario (FedDev) was created to help make Canadians more productive and competitive in the knowledge-based economy by supporting economic development, economic diversification, job creation, and sustainable, self-reliant communities in southern Ontario;
AND WHEREAS in its 2015 Budget, the Government of Canada allocated $150 million to the newly created Canada 150 Community Infrastructure Program (CIP 150) to repair, rehabilitate and expand existing community infrastructure assets; 

AND WHEREAS the Township of Lanark Highlands Council supports the submission to Fed Dev Ontario for consideration of partial funding for the Middleville Community Hall to add a septic system and well; AND WHEREAS the Minister agreed to make a non-repayable contribution to the Township of Lanark Highlands in an amount not exceeding the lesser of 42.62% of the total eligible cost or Fifteen Thousand Dollars ($15,000) in respect of the following project:

1. Project 808223 – “Improvement of the Middleville Community Hall to Add a Septic System and Well;

2. AND WHEREAS the Township must enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada that sets out the terms and conditions under which the Minister will provide funding in support of the project receiving the approved funding;

3. AND WHEREAS a Council resolution is required to formally execute the Contribution Agreement;

4. THEREFORE be it resolved that the Council of the Township of Lanark Highlands authorizes the Mayor and Clerk to complete the signing of the Contribution Agreement.”

The agreement was signed and dated December 6, 2016.

DISCUSSION

Staff prepared Request for Quotes for the septic system installation, labour and materials and for the installation of two (2) wells and decommissioning of one (1) well. The Request for Quotes were advertised in the Lanark Era the week of October 17th, 2017 and on the Township website with a closing date of October 31, 2017 at 4:00 pm.

The Public Works department dug test holes at the Middleville Community Centre for the septic installers to see the earth that would be involved in the project. Staff met with most contractors to at the site to go over the scope of the work involved.

The quotes received for the septic installation, labour and materials were:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>PRICE (Excluding taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timber Ridge Contracting</td>
<td>$12,600</td>
</tr>
<tr>
<td>B. Blackburn Ltd.</td>
<td>$17,950</td>
</tr>
</tbody>
</table>
The quotes received for the installation of the two (2) wells and the decommissioning of one (1) well were:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>PRICE (Excluding taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>George H. Law &amp; Son Ltd.</td>
<td>$7,400.00</td>
</tr>
<tr>
<td>Capital Water Supply Ltd.</td>
<td>$9,040.00</td>
</tr>
<tr>
<td>Wilf Hall &amp; Sons</td>
<td>$10,712.40</td>
</tr>
</tbody>
</table>

Note: that these quotes were based on each well being 50’ (for a total of 100’), all prices received were based on a linear foot. Therefore, if the well (s) required to be 144’ (as estimated based on the neighbours well depth) the quote would go up according to the linear foot price received.

Example:

<table>
<thead>
<tr>
<th></th>
<th>Quote Based on 100’</th>
<th>Est. Actual Based on 144’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hall</td>
<td>$9,480.00</td>
<td>$15,396.00</td>
</tr>
<tr>
<td>Capital</td>
<td>$9,328.00</td>
<td>$14,868.00</td>
</tr>
<tr>
<td>Law</td>
<td>$7,400.00</td>
<td>$13,168.44</td>
</tr>
</tbody>
</table>

RECOMMENDATION

That Council accept the quote of $12,600 from Timber Ridge Contracting for the installation, labour and materials of the septic system at the Middleville Community Centre and that Council accept the quote of $7,400 from George H. Law and Son Ltd. for the installation of two (2) wells and the decommissioning of one (1) well at the Middleville Community Centre.

FINANCIAL CONSIDERATIONS

The funds of $20,422 were put into reserves at the year-end 2016 for the completion of this project.

ATTACHMENTS

Reserve Account – Middleville Community Centre

Prepared and Submitted By:

Allison Vereyken, 
Clerk/Administrator
* Voided Journal Entry

Account: 1-23-00-000-000-190

**18 - Reserve for Middleville CS Well/Septic**

<table>
<thead>
<tr>
<th>Ranges</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>First</td>
<td>Last</td>
</tr>
<tr>
<td>Source Document</td>
<td>First</td>
<td>Last</td>
</tr>
<tr>
<td>Currency ID</td>
<td>First</td>
<td>Last</td>
</tr>
</tbody>
</table>

Sorted By: Transaction Date

Account Balance: -$20,422.00

<table>
<thead>
<tr>
<th>Trx Date</th>
<th>Jrn No</th>
<th>Source Doc</th>
<th>Audit Code</th>
<th>Reference</th>
<th>Currency ID</th>
<th>Debit</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>31/12/2016</td>
<td>50,535</td>
<td>HBF</td>
<td>GLTRX00032692</td>
<td>Balance Brought Forward</td>
<td></td>
<td>$20,422.00</td>
<td></td>
</tr>
</tbody>
</table>

Total Transactions: 1

---

**Totals:**

<table>
<thead>
<tr>
<th></th>
<th>$0.00</th>
<th>$20,422.00</th>
</tr>
</thead>
</table>

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THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS  
March 6th, 2018  
CA-12-2018  
Allison Vereyken, Clerk Administrator/Deputy Treasurer  

Joint Lanark County 2018 Election Compliance Audit Committee

STAFF RECOMMENDATION:

“THAT, Council accept report CA-12-2018 as information;

AND THAT, Council direct the Clerk/Administrator to bring forward a By-Law at the March 20th, 2018, Council meeting to approve the Joint Lanark County 2018 Election Compliance Audit Committee as recommended in CA-12-2018 report.”

BACKGROUND

Pursuant to the Municipal Elections Act, 1996, it is mandatory for municipalities to establish a Compliance Audit Committee to address applications received from an elector who is entitled to vote in an election in a municipality and believes on reasonable grounds that a candidate or a registered third party advertiser (who is registered in relation to the election in the municipality) has contravened a provision of the MEA relating to the candidate’s election campaign finances or of the campaign finances of the registered third party in relation to third party advertisements, and to consider reports from the Clerk citing apparent instances of over-contribution to municipal campaigns.

Council approved a similar Terms of Reference for the Joint Lanark County Election Compliance Audit Committee for the 2010 – 2014 and 2014 – 2018 terms. Staff recommend the approval of the Terms of Reference for a 2018 Joint Lanark County Election Compliance Audit Committee.

DISCUSSION

Clerks within Lanark County continue to work together on a wide variety of issues, including election matters. A joint approach pools resources and ensures qualified appointees to the Compliance Audit Committee. In developing the attached Terms of Reference, the Clerks are making recommendations regarding the recruitment and appointment of the Committee members. Ideal candidates would be familiar with legal, municipal, election and finance matters, specifically the requirements of the Municipal Elections Act, 1996 with regard to election financing.

As the Terms of Reference are for a Joint Lanark County Election Compliance Audit Committee, each municipality in the County of Lanark is required to approve separately the
Terms of Reference and appointments. It is expected that all municipalities will approve the Terms of Reference as presented.

Section 88.33 to 88.37 of the Municipal Elections Act, 1996 sets out the necessary operating provisions related to the Compliance Audit Committee.

The Clerks are hoping to have the members of the joint Committee appointed by June 2018. The desired schedule is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>By end of March, 2018</td>
<td>Each municipality to have the Terms of Reference approved by By-law.</td>
</tr>
<tr>
<td>First two weeks in April</td>
<td>Place Ad in the EMC (cost to be shared by participating municipalities), municipal website, and in any other publication of the participating municipalities’ choice.</td>
</tr>
<tr>
<td>April 27, 2018</td>
<td>Deadline to submit Applications.</td>
</tr>
<tr>
<td>First Week of May</td>
<td>Participating municipalities, Clerks short list of applicants.</td>
</tr>
<tr>
<td>First Part of June</td>
<td>Take Appointment recommendations to Council.</td>
</tr>
<tr>
<td>By June 30, 2018</td>
<td>Adopt a By-law to appoint Joint Compliance Audit Committee members.</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

**Option 1:** Recommended: Clerk/Administrator bring a By-law to the March 20th, 2018 Council meeting to be passed as per the Terms of Reference set out in report CA-12-2018 and that By-Law being a By-law to approve the Joint Lanark County 2018 Election Compliance Audit Committee.

**Option 2:** Not Recommended: Establish a Compliance Audit Committee specific to the Township of Lanark Highlands.

Seeking members for each municipality may prove difficult in light of the experience and knowledge required of the members.

**FINANCIAL CONSIDERATIONS**

Pursuant to the Act, municipalities are responsible for all costs in relation to the Committee’s operation and activities. In addition, they are also responsible for the audit costs.

In the event of an application, the affected municipality would be responsible for the associated costs and the Clerk of that municipality would serve as Committee Secretary in dealing with the specific application.
As in the past, it is recommended that appointees would receive a stipend ($150 per meeting as per the attached Terms of Reference) with reimbursement of expenses associated with travel to be paid by the member municipality requiring the services of the Committee.

The Committee has not had to convene since its inception was mandated in 2010.

**ATTACHMENTS**

Joint Lanark County Compliance Audit Committee Terms of Reference

**Prepared and Submitted By:**

Allison Vereyken,
Clerk/Administrator
Joint Lanark County 2018 Election Compliance Audit Committee

<table>
<thead>
<tr>
<th>Terms of Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Name</strong></td>
</tr>
<tr>
<td>The name of the Committee is the “Joint Lanark County 2018 Election Compliance Audit Committee” consisting of the following municipalities:</td>
</tr>
<tr>
<td>Municipality of Mississippi Mills</td>
</tr>
<tr>
<td>Tay Valley Township</td>
</tr>
<tr>
<td>Town of Carleton Place</td>
</tr>
<tr>
<td>Town of Perth</td>
</tr>
<tr>
<td>Town of Smiths Falls</td>
</tr>
<tr>
<td>Township of Beckwith</td>
</tr>
<tr>
<td>Township of Drummond/North Elmsley</td>
</tr>
<tr>
<td>Township of Lanark Highlands</td>
</tr>
<tr>
<td>Township of Montague</td>
</tr>
<tr>
<td><strong>2 Duration</strong></td>
</tr>
<tr>
<td>The term of office is from December 1, 2018 to November 14, 2022 to deal with applications from the 2018 election and any by-elections during Council’s term.</td>
</tr>
<tr>
<td><strong>3 Mandate</strong></td>
</tr>
<tr>
<td>The powers and functions of the Committee are set out in Sections 88.33 to 88.36 of the Municipal Elections Act, 1996 (Appendix “A”). The Committee will perform the functions relating to the compliance audit application process as outlined in the Act. These functions include:</td>
</tr>
<tr>
<td><strong>Candidate Contravention</strong></td>
</tr>
<tr>
<td>a. within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;</td>
</tr>
<tr>
<td>b. give to the Candidate, the Clerk and the Applicant the decision of the Committee to grant or reject the application, and brief written reasons for the decision;</td>
</tr>
<tr>
<td>c. if the application is granted, appoint a licensed auditor to conduct a compliance audit of the Candidate’s election campaign finances;</td>
</tr>
<tr>
<td>d. receive the auditor’s report from the Clerk;</td>
</tr>
<tr>
<td>e. within 30 days receipt of the auditor’s report, consider the report;</td>
</tr>
</tbody>
</table>
f. if the report concludes that the candidate appears to have contravened a provision of the Act relating to election campaign finances, decide whether to commence legal proceedings against the candidate for the apparent contravention;
g. after reviewing the report, give to the Candidate, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

Candidate Contributor Contravention

a. within 30 days receipt of a report identifying each contributor to a candidate for office on a council who appears to have contravened any of the contribution limits, consider the report and decide whether to commence a legal proceeding against the contributor for an apparent contravention.
b. after reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.

Registered Third Party Contravention

a. within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;
b. give to the Candidate, the Clerk and the Applicant the decision of the Committee to grant or reject the application, and brief written reasons for the decision;
c. if the application is granted, appoint a licensed auditor to conduct a compliance audit of the Registered Third Party’s campaign finances;
d. receive the auditor's report from the Clerk;
e. within 30 days receipt of the auditor's report, consider the report;
f. if the report concludes that the Registered Third Party appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Registered Third Party for the apparent contravention;
g. after reviewing the report, give to the Registered Third Party, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

Registered Third Party Contributor Contravention

a. within 30 days receipt of the report, consider the report;
b. if the report concludes that the Contributor appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Contributor for the apparent contravention;
c. after reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.
Auditor Selection

If the committee decides to grant the application, it shall appoint an auditor licensed under the Public Accounting Act, 2004 to conduct a compliance audit of the Candidate’s election campaign finances.

The selection process will be coordinated through the Clerk of the respective municipality.

4 Membership

The Committee shall be composed of three (3) voting members, with three (3) alternate members that would assume all the rights and privileges of a voting member if called upon. Alternate members shall be ranked and will be called upon to replace a voting member that has resigned from the Committee.

Membership will be drawn from the following groups:

a. accounting and audit - accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates and registered third parties;

b. legal;

c. professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and/or

d. other individuals with knowledge of the campaign financing rules of the Municipal Elections Act, 1996.

Municipal employees or officers of the municipality, members of Council or local board; any Candidates or any persons who are Registered Third Parties in the 2018 municipal election or in any by-election during the term of Council for any member municipality are ineligible to be appointed as a member of the Committee pursuant to subsection 88.37 (2) of the Municipal Elections Act, 1996.

Members will be required to participate in an orientation session as a condition of appointment.

5 Membership Selection

The terms of reference and application form will be posted, as a minimum, on the municipal websites of the member municipalities. Staff will also contact and solicit those individuals as set out under section 4 of the Terms of Reference. In addition, advertisements will be placed in a local paper.
All applicants will be required to complete an application form outlining their qualifications and experience. Staff may interview applicants who meet the selection criteria and prepare a short list of three voting members and three alternate members. Recommended candidates will be submitted to the Council of each member municipality for consideration.

Members will be selected on the basis of the following:

a. demonstrated knowledge and understanding of municipal election financing rules;
b. proven analytical and decision-making skills;
c. experience working on a committee, task force or similar setting;
d. availability and willingness to attend meetings; and
e. excellent oral and written communication skills.

Any members appointed must also agree in writing they will not be a candidate or an individual who is a Registered Third Party in the current municipal election or in any by-election during the term of Council for any member municipality. Failure to adhere to this requirement will result in the individual being removed from the Committee.

6 Conflict of Interest

The principles of the Municipal Conflict of Interest Act, apply to this Committee. Failure to adhere to this requirement will result in the individual being removed from the Committee.

To avoid a conflict, any person appointed to the Committee must agree in writing not to prepare or audit the election financial statements of any candidate or registered third party for any of the member municipalities in the current municipal election. Failure to adhere to this requirement will result in the individual being removed from the Committee.

7 Chair

The Committee will select a Chair from amongst its members at its first meeting when a compliance audit application is received.

The Chair is the liaison between the members and the Secretary of the Committee on matters of policy and process.

The Chair shall enforce the observance of order and decorum among the Committee members and the public at all meetings.

When the Chair is absent, the Committee may appoint another member as Acting Chair. While presiding, the Acting Chair shall have all the powers of the Chair.
Staffing and Funding

The Clerk from the applicable member municipality shall act as Secretary to the Committee.

The member municipality requiring the services of the Committee shall be responsible for all associated expenses, including the auditor’s costs.

Committee Member Remuneration:
- $150 per diem per meeting; and
- mileage at a rate of $0.50 cents per kilometer.

Meetings

Meetings of the Committee shall be open to the public. The Committee may deliberate in private.

Timing of Meetings
Meetings shall be called by the Clerk of the member municipality when required. The date and time of the meeting will be determined by the Clerk and communicated directly to the Committee members. Subsequent meetings will be held at the call of the Chair in consultation with the Clerk.

Committee activity shall be determined primarily by the number and complexity of applications for compliance audits that may be received. The frequency and duration of meetings will be determined by the Committee in consultation with the Clerk.

Meeting Location
The Committee shall meet at the location determined by the member municipality.

Meeting Notices, Agendas & Minutes
The agenda shall constitute notice. The Clerk of the member municipality requiring the services of the Committee shall cause notice of the meetings to be provided:

- to members of the Committee, Candidate, and the Public for a meeting regarding an application by an elector;
- to members of the Committee, Contributor, Candidate and the Public for a meeting regarding a Candidate Contributor Contravention report;
- to members of the Committee, Contributor, Registered Third Party and the public for a meeting regarding a Registered Third Party Contributor Contravention.

A minimum of two (2) business days prior to the date of each meeting, not including weekends or holidays. The agendas and minutes of meetings shall be posted on the member municipality’s website.
Minutes of each meeting shall outline the general deliberations and specific actions and recommendations that result.

**Agenda Format**
1. Call to Order
2. Disclosure of Pecuniary Interest and General Nature Thereof
3. Consideration of Compliance Audit Application, Clerk’s Report or Auditor’s Report
4. Adjournment

**Quorum**
Quorum for meetings shall consist of a majority of the members of the Committee.

If no quorum is present thirty (30) minutes after the time appointed for a meeting, the Clerk shall record the names of the members present and the meeting shall stand adjourned until the date of the next meeting.

**Meeting Attendance**
Any member of the Committee, who misses three (3) consecutive meetings, without being excused by the Committee, may be removed from the Committee. The Committee must make recommendations, by a report to Council for the removal of any member.

**Motions & Voting**
A motion shall only need to be formally moved before the Chair can put the question or a motion can be recorded in the minutes.

A motion shall be reduced to writing and shall be signed by the Chair and Secretary.

Every Member present shall be deemed to vote against the motion if they decline or abstain from voting, unless disqualified from voting by reason of a declared pecuniary interest.

In the case of a tie vote, the motion shall be considered to have been lost.

The manner of determining the vote on a motion shall be by show of hands.

The Chair shall announce the result of every vote.

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10 **Administrative Practices and Procedures**

The Terms of Reference constitute the Administrative Practices and Procedures of the Committee. Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Section 88.33 to 88.37 of the Municipal Elections Act, 1996.
The Clerk at any time has the right to develop additional administrative practices and procedures.
Compliance Audits and Reviews of Contributions

Compliance audit of candidates’ campaign finances
Application by elector

88.33 (1) An elector who is entitled to vote in an election and believes on reasonable grounds that a candidate has contravened a provision of this Act relating to election campaign finances may apply for a compliance audit of the candidate’s election campaign finances, even if the candidate has not filed a financial statement under section 88.25. 2016, c. 15, s. 63.

Requirements
(2) An application for a compliance audit shall be made to the clerk of the municipality or the secretary of the local board for which the candidate was nominated for office, and it shall be in writing and shall set out the reasons for the elector’s belief. 2016, c. 15, s. 63.

Deadline for applications
(3) The application must be made within 90 days after the latest of the following dates:
1. The filing date under section 88.30.
2. The date the candidate filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30.
3. The candidate’s supplementary filing date, if any, under section 88.30.
4. The date on which the candidate’s extension, if any, under subsection 88.23 (6) expires. 2016, c. 15, s. 63.

Compliance audit committee
(4) Within 10 days after receiving the application, the clerk of the municipality or the secretary of the local board, as the case may be, shall forward the application to the compliance audit committee. 2016, c. 15, s. 63.

Procedural matters
(5) The meetings of the committee under this section shall be open to the public and reasonable notice shall be given to the candidate, the applicant and the public. 2016, c. 15, s. 63.

Same
(6) Subsection (5) applies despite sections 207 and 208.1 of the Education Act. 2016, c. 15, s. 63.

Decision of committee
(7) Within 30 days after the committee has received the application, the committee shall consider the application and decide whether it should be granted or rejected. 2016, c. 15, s. 63.
(8) The decision of the committee to grant or reject the application, and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c. 15, s. 63.

(9) The decision of the committee under subsection (7) may be appealed to the Superior Court of Justice within 15 days after the decision is made, and the court may make any decision the committee could have made. 2016, c. 15, s. 63.

(10) If the committee decides under subsection (7) to grant the application, it shall appoint an auditor to conduct a compliance audit of the candidate’s election campaign finances. 2016, c. 15, s. 63.

(11) Only auditors licensed under the Public Accounting Act, 2004 or prescribed persons are eligible to be appointed under subsection (10). 2016, c. 15, s. 63.

(12) The auditor shall promptly conduct an audit of the candidate’s election campaign finances to determine whether he or she has complied with the provisions of this Act relating to election campaign finances and shall prepare a report outlining any apparent contravention by the candidate. 2016, c. 15, s. 63.

(13) The auditor shall submit the report to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c. 15, s. 63.

(14) Within 10 days after receiving the report, the clerk of the municipality or the secretary of the local board shall forward the report to the compliance audit committee. 2016, c. 15, s. 63.

(15) For the purpose of the audit, the auditor,
(a) is entitled to have access, at all reasonable hours, to all relevant books, papers, documents or things of the candidate and of the municipality or local board; and
(b) has the powers set out in section 33 of the Public Inquiries Act, 2009 and section 33 applies to the audit. 2016, c. 15, s. 63.

(16) The municipality or local board shall pay the auditor’s costs of performing the audit. 2016, c. 15, s. 63.

(17) The committee shall consider the report within 30 days after receiving it and, if the report concludes that the candidate appears to have contravened a provision of the Act relating to election campaign finances, the committee shall decide whether to commence a legal proceeding against the candidate for the apparent contravention. 2016, c. 15, s. 63.
Notice of decision, reasons
(18) The decision of the committee under subsection (17), and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c. 15, s. 63.

Immunity
(19) No action or other proceeding for damages shall be instituted against an auditor appointed under subsection (10) for any act done in good faith in the execution or intended execution of the audit or for any alleged neglect or default in its execution in good faith. 2016, c. 15, s. 63.

Saving provision
(20) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to election campaign finances. 2016, c. 15, s. 63.

88.34 (1) The clerk shall review the contributions reported on the financial statements submitted by a candidate under section 88.25 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.9. 2016, c. 15, s. 64.

Report, contributions to candidates for council
(2) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30, the clerk shall prepare a report identifying each contributor to a candidate for office on a council who appears to have contravened any of the contribution limits under section 88.9 and,
(a) if the contributor’s total contributions to a candidate for office on a council appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to the candidate; and
(b) if the contributor’s total contributions to two or more candidates for office on the same council appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to all candidates for office on the same council. 2016, c. 15, s. 64.

Same
(3) The clerk shall prepare a separate report under subsection (2) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.9. 2016, c. 15, s. 64.

Same
(4) The clerk shall forward each report prepared under subsection (2) to the compliance audit committee. 2016, c. 15, s. 64.

Report, contributions to candidates for a local board
(5) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30, the clerk shall prepare a report identifying each contributor to a candidate for office on a local board who appears to have contravened any of the contribution limits under section 88.9 and,
(a) if the contributor’s total contributions to a candidate for office on a local board appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to the candidate; and
(b) if the contributor’s total contributions to two or more candidates for office on the same local board appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to all candidates for office on the same local board. 2016, c. 15, s. 64.

Same
(6) The clerk shall prepare a separate report under subsection (5) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.9. 2016, c. 15, s. 64.

Same
(7) The clerk shall forward each report prepared under subsection (5) to the secretary of the local board for which the candidate was nominated for office and, within 10 days after receiving the report, the secretary of the local board shall forward it to the compliance audit committee. 2016, c. 15, s. 64.

Decision of compliance audit committee
(8) Within 30 days after receiving a report under subsection (4) or (7), the compliance audit committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention. 2016, c. 15, s. 64.

Procedural matters
(9) The meetings of the committee under subsection (8) shall be open to the public, and reasonable notice shall be given to the contributor, the applicable candidate and the public. 2016, c. 15, s. 64.

Same
(10) Subsection (9) applies despite sections 207 and 208.1 of the Education Act. 2016, c. 15, s. 64.

Notice of decision, reasons
(11) The decision of the committee under subsection (8), and brief written reasons for the decision, shall be given to the contributor and to the clerk of the municipality or the secretary of the local board, as the case may be. 2016, c. 15, s. 64.

Saving provision
(12) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to contribution limits. 2016, c. 15, s. 64.

Compliance audit of registered third parties
Application by elector
88.35 (1) An elector who is entitled to vote in an election in a municipality and believes on reasonable grounds that a registered third party who is registered in relation to the election in the municipality has contravened a provision of this Act relating to campaign finances may apply for a compliance audit of the campaign finances of the registered third party in relation to third party advertisements, even if the registered third party has not filed a financial statement under section 88.29. 2016, c. 15, s. 65.

Requirements
(2) An application for a compliance audit shall be made to the clerk of the municipality in which the registered third party was registered, and it shall be made in writing and shall set out the reasons for the elector’s belief. 2016, c. 15, s. 65.
Deadline
(3) The application must be made within 90 days after the latest of the following dates:
1. The filing date under section 88.30.
2. The date the registered third party filed a financial statement, if the statement was filed within 30
days after the applicable filing date under section 88.30.
3. The supplementary filing date, if any, for the registered third party under section 88.30.
4. The date on which the registered third party’s extension, if any, under subsection 88.27 (3) expires.
2016, c. 15, s. 65.

Application of s. 88.33 (4) to (20)
(4) Subsections 88.33 (4) to (20) apply to a compliance audit under this section, with the following
modifications:
1. A reference to a candidate shall be read as a reference to the registered third party.
2. A reference to the clerk with whom the candidate filed his or her nomination shall be read as a
reference to the clerk of the municipality in which the registered third party is registered.
3. A reference to election campaign finances shall be read as a reference to the campaign finances of
the registered third party in relation to third party advertisements that appear during an election in the
municipality. 2016, c. 15, s. 65.

Review of contributions to registered third parties
88.36 (1) The clerk shall review the contributions reported on the financial statements submitted by a
registered third party under section 88.29 to determine whether any contributor appears to have
exceeded any of the contribution limits under section 88.13. 2016, c. 15, s. 65.

Report by the clerk
(2) As soon as possible following the day that is 30 days after the filing date or supplementary filing
date, as the case may be, under section 88.30 for a registered third party, the clerk shall prepare a report
identifying each contributor to the registered third party who appears to have contravened any of the
contribution limits under section 88.13 and,
(a) if the contributor’s total contributions to a registered third party that is registered in the
municipality appear to exceed the limit under section 88.13, the report shall set out the contributions
made by that contributor to the registered third party in relation to third party advertisements; and
(b) if the contributor’s total contributions to two or more registered third parties that are registered in
the municipality appear to exceed the limit under section 88.13, the report shall set out the
contributions made by that contributor to all registered third parties in the municipality in relation to
third party advertisements. 2016, c. 15, s. 65.

Same
(3) The clerk shall prepare a separate report under subsection (2) in respect of each contributor who
appears to have contravened any of the contribution limits under section 88.13. 2016, c. 15, s. 65.

Same
(4) The clerk shall forward each report prepared under subsection (2) to the compliance audit
committee. 2016, c. 15, s. 65.

Decision of compliance audit committee
(5) Within 30 days after receiving a report under subsection (4), the compliance audit committee shall
consider it and decide whether to commence a legal proceeding against a contributor for an apparent
contravention. 2016, c. 15, s. 65.
Procedural matters
(6) The meetings of the committee under subsection (5) shall be open to the public, and reasonable notice shall be given to the contributor, the registered third party and the public. 2016, c. 15, s. 65.

Notice of decision, reasons
(7) The decision of the committee under subsection (5), and brief written reasons for the decision, shall be given to the contributor and to the clerk of the municipality. 2016, c. 15, s. 65.

Saving provision
(8) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to contribution limits. 2016, c. 15, s. 65.

Compliance audit committee
88.37 (1) A council or local board shall establish a compliance audit committee before October 1 of an election year for the purposes of this Act. 2016, c. 15, s. 66.

Composition
(2) The committee shall be composed of not fewer than three and not more than seven members and shall not include,
(a) employees or officers of the municipality or local board;
(b) members of the council or local board;
(c) any persons who are candidates in the election for which the committee is established; or
(d) any persons who are registered third parties in the municipality in the election for which the committee is established. 2016, c. 15, s. 66.

Eligibility for appointment
(3) A person who has such qualifications and satisfies such eligibility requirements as may be prescribed is eligible for appointment to the committee. 2016, c. 15, s. 66.

Same
(4) In appointing persons to the committee, the council or local board shall have regard to the prescribed eligibility criteria. 2016, c. 15, s. 66.

Term of office
(5) The term of office of the committee is the same as the term of office of the council or local board that takes office following the next regular election, and the term of office of the members of the committee is the same as the term of the committee to which they have been appointed. 2016, c. 15, s. 66.

Role of clerk or secretary
(6) The clerk of the municipality or the secretary of the local board, as the case may be, shall establish administrative practices and procedures for the committee and shall carry out any other duties required under this Act to implement the committee’s decisions. 2016, c. 15, s. 66.

Costs
(7) The council or local board, as the case may be, shall pay all costs in relation to the committee’s operation and activities. 2016, c. 15, s. 66.
THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS
March 6th, 2018
CA-13-2018
Allison Vereyken, Clerk Administrator/Deputy Treasurer

RFQ Hanging Baskets and Flower Barrels Lanark

STAFF RECOMMENDATION

“THAT, Council accept report CA-13-2018 as information,

AND THAT Council award the Hanging Baskets and Flower Barrels in the Village of Lanark to Green Acres Greenhouse for the 2018 and 2019 season.”

BACKGROUND

In 2015 the CAO/Clerk advertised a RFQ for the services and supply of hanging baskets and flowers for the barrel in the Village of Lanark.

Council approved the quote of $15,370 (comprised of $7,685 per year for 2016 and 2017) from Green Acres (as per the attached report CAO-16-2015).

DISCUSSION

The 2018 Budget has not been completed and approved by Council to date. Staff prepared an RFQ and posted the ad on the website and in the local paper as well as staff sent out the request by email to local contractors.

The RFQ closed on February 28th, 2018 at 4:00pm. The Township received one (1) quote from Green Acres Greenhouse, which is noted below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Quote</th>
<th>HST</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-Inclusive of Components 1-3</td>
<td>$7,995</td>
<td>$1,039.35</td>
<td>$9,034.35</td>
</tr>
<tr>
<td>2019 – Inclusive of Components 1-3</td>
<td>$7,995</td>
<td>$1,039.35</td>
<td>$9,034.35</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Quote</th>
<th>HST</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 Price per each weeding session – Component 4</td>
<td>$75.00</td>
<td>Plus HST</td>
<td></td>
</tr>
<tr>
<td>2019 Price per each weeding session – Component 4</td>
<td>$75.00</td>
<td>Plus HST</td>
<td></td>
</tr>
</tbody>
</table>
RECOMMENDATION

That Council award the Supply of Annuals for Hanging Baskets and Flower Barrels to Green Acres Greenhouse for the 2018 and 2019 season.

FINANCIAL CONSIDERATIONS

There is a minimal increase from 2017 to 2018 in the amount of $310.00. This increase was noted to be a direct relation to the increase in the minimum wage that was implemented January 1, 2018.

ATTACHMENTS

CAO-16-2015 Supply of Annual Hanging Baskets and Flower Boxes
2018-2019 RFQ Lanark Village – Hanging Baskets and Flower Barrels

Prepared and Submitted By:

Allison Vereyken,
Clerk/Administrator
STAFF RECOMMENDATION(S)

“THAT, Report # CA0-16-2015 - 2016 and 2017 LANARK VILLAGE STREET BEAUTIFICATIONS; be received by the Committee of the Whole and that the Committee award the 2016 and 2017 Request for Quotation to Green Acres Greenhouse for the sum of $15,370.00 plus taxes. This item will be funded in the 2016 and 2017 Township budget under line item Lanark Village Beautification.

BACKGROUND

The Township has made an effort to beautify the Village of Lanark through the addition of hanging baskets and flower barrels along the main street of the village.

DISCUSSION

The 2015 RFQ was broken into four components. The Components are as follows;

<table>
<thead>
<tr>
<th>COMPONENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Hanging baskets</td>
</tr>
<tr>
<td>(2) Flowers for barrels</td>
</tr>
<tr>
<td>(3) Watering</td>
</tr>
<tr>
<td>(4) Municipal Gardens</td>
</tr>
</tbody>
</table>

The successful bidder can only guarantee his/her flowers if they maintain them.
FINANCIAL IMPLICATIONS

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>GREEN ACRES</th>
<th>THE GROUNDS GUYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Hanging baskets</td>
<td>$ 2,2295.00</td>
<td>$ 3,750.00</td>
</tr>
<tr>
<td>(2) Flowers for barrels</td>
<td>$ 1195.00</td>
<td>$ 1500.00</td>
</tr>
<tr>
<td>(3) Watering</td>
<td>$ 4,195.00</td>
<td>$ 3750.00</td>
</tr>
<tr>
<td>(4) Municipal Gardens</td>
<td>$ 65.00</td>
<td>$ 370.00</td>
</tr>
<tr>
<td><strong>ANNUAL TOTAL</strong></td>
<td><strong>$ 7,685.00</strong></td>
<td><strong>$9000.00</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL</strong></td>
<td><strong>$15,370.00</strong></td>
<td><strong>$18,000.00</strong></td>
</tr>
</tbody>
</table>

Note: Annual total does not include maintenance of municipal gardens

CONCLUSIONS

Staff have also considered the option of watering the flowers using municipal staff and equipment. The initial equipment costs would be approximately $500 to $1000.00. It is estimated that staff would be required to spend approximately 8 hours per week on maintaining and watering flowers. Total 20 weeks x 8 hours = 160 hours. Given the recent submissions, staff are recommending that the watering be awarded to the successful bidder. We also contacted the bidder and it is estimated that the garden maintenance will require 8 visits (twice per month 8 x $65 = $520.00)

The bidder has previously provided products and service to the township.

ATTACHMENTS

Request for Quotations

Approved for Submission by:

Matt Craig,
Interim Chief Administrative Officer/Clerk
1.0 PROJECT DESCRIPTION

The Corporation of the Township of Lanark Highlands (hereinafter referred to as the Township) is seeking proposals from qualified firms/individuals to provide services concerning the supply of plant materials and services for the 2018-2019 seasons.

The purpose of this Request for Quotation (RFQ) is to fill the Township’s needs for hanging baskets as well as plant materials for the flower barrels/boxes for Lanark Village. This RFQ also addresses the maintenance of the hanging baskets, flower barrels/boxes, and municipal office gardens as indicated under Project Scope. Schedule A identifies the location of flower boxes and hanging baskets. Each component should be submitted separately as the Township may accept the lowest bid for each component regardless of bidders total bid.

2.0 PROJECT SCOPE

Component Number 1:
To supply, deliver and hang the following baskets in the Village of Lanark during the first week of June each year:

- 30 hanging baskets with a diameter of 22 inches, including plastic liners, with each basket containing 18 Mini-Red Cascading Geraniums and a 6 month slow-release fertilizer.
- 25 hanging fiber baskets with a diameter of 16 inches, with each basket containing 7 Mini-Red Cascading Geraniums (closest brand name Pelargonium Peltatum) and 3 Yellow Petunias (closest brand name Calibrocais Hybrid)

Component Number 2:
To supply, deliver and plant the following plant materials suitable for flower boxes/barrels in the Village of Lanark during the first week of June each year:

<table>
<thead>
<tr>
<th>Quantity of plants per Box/Barrel</th>
<th>Description</th>
<th>Closest Name Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Pale pink cascading single petunia hybrid</td>
<td>Supertunia “Blushing Princess”</td>
</tr>
<tr>
<td>3</td>
<td>Blue striped cascading single petunia hybrid</td>
<td>Surfina “Sky Blue”</td>
</tr>
<tr>
<td>2</td>
<td>Mauve veined wave single petunia hybrid</td>
<td>Supertunia “Bordeaux”</td>
</tr>
<tr>
<td>2</td>
<td>Deep pink cascading single petunia hybrid</td>
<td>Supertunia “Vista Bubble Gum”</td>
</tr>
<tr>
<td>2</td>
<td>Verbena</td>
<td>Superbena “Dark Blue”</td>
</tr>
</tbody>
</table>
Township of Lanark Highlands  
Request for Quotation  
Supply of Annuals for Hanging Baskets and Flower Barrels

Each Barrel and Flower box will contain 12 plants with a mix of the above flowers. There are a total 5 flower boxes and 25 barrels. There should be a mix of plants for each barrel/box as outlined above.

Component Number 3:

The successful bidder will be responsible for the watering and maintenance of the above noted flowers and baskets throughout the season (component 1 & 2). The flowers will be maintained to ensure optimum growing conditions throughout the year and not allowed to die as a result of draught. Damaged, diseased or missing flowers or baskets must be reported to the Municipal office as soon as possible. The municipal office gardens will also be watered to ensure the flowers and shrubs are maintained in optimum condition.

Component Number 4:

The successful bidder will also be responsible for weeding the municipal office gardens at 75 George Street (front, side and rear) to maintain the gardens appearance. Litter will be removed from the gardens during the weeding process. Hedges will be trimmed, weeded and kept in a neat manner throughout the year and litter will be removed from the hedge area. The cost per each weeding session should be included in the quotation. The Township may determine the amount of weeding required.

3.0 PROJECT AUTHORITY

For further information regarding all aspects of this Request for Quotation, please contact:

Allison Vereyken, Clerk/Administrator  
Township of Lanark Highlands  
75 George Street, P.O. Box 340  
Lanark, ON K0G 1K0

Email: clerkadm@lanarkhighlands.ca  
Telephone: 613-259-2398 ext. 222  
Fax: 613-259-2291

4.0 PROPOSAL VALIDITY
Township of Lanark Highlands
Request for Quotation
Supply of Annuals for Hanging Baskets and Flower Barrels

Proposals shall remain valid and open for acceptance by the Township for a period of sixty (60) calendar days, following the due date for receipt of submissions.

5.0 SUBMISSION OF PROPOSAL

Please provide your proposal, signed by an authorized official, in a sealed envelope clearly identified as REQUEST FOR QUOTATION – SUPPLY OF HANGING BASKETS AND PLANTS FOR FLOWER BARRELS/BOXES, WATERING AND GARDEN MAINTENANCE addressed to the Project Authority. Proposals MUST be received at this location NOT LATER THAN 4:00 pm on February 28, 2018. Proposals received after the above due date and time will not be considered.

6.0 INQUIRIES

All inquiries regarding this Request for Quotation are to be directed to the Project Authority. Inquiries must be received in writing (facsimile is allowable) no later than February 23, 2018. Both the questions and the answers will be distributed to all known potential proponents by way of a written addendum, without stating the source(s) of the inquiry. Information obtained from any other source is not official and should not be relied upon.

7.0 RIGHTS RESERVED BY THE TOWNSHIP

The Township will not be responsible for any costs incurred in the preparation and submission of this Request for Quotation.

The lowest cost proposal will not necessarily be accepted, and the Township reserves the right, in its sole discretion, to accept or reject any or all proposals and/or to reissue the Request for Quotation in its original or revised form. The Township also reserves the right to cancel this Request for Quotation at any time, without penalty or cost to the Township.

This Request for Quotation and the resulting proposals should not be considered a commitment by the Township to enter into any contract with any service provider. The Township of Lanark Highlands reserves the right to cancel this tender within 30 days of written notice. This tender is subject to council approval.

8.0 BASIS OF SELECTION

The onus is on the applicant to demonstrate their expertise, understanding and capacity to provide the materials outlined in Section 2 herein. The proposals will be assessed based on cost and according to how well they assure the Township of success in relation to the RFQ requirements. Please address each component in your submission. The detail and clarity of the written submission will be considered indicative of the applicant’s expertise and
Township of Lanark Highlands
Request for Quotation
Supply of Annuals for Hanging Baskets and Flower Barrels

competence. All proposals must contain the following information:

- Name, address, e-mail, telephone and fax number of the principal contact person;
- A list of related projects in the past three (3) years;
- At least three (3) client references for whom comparable work has been completed;
- Contract rate with each component prices separately.

9.0 CONTRACT

The Township is proposing a two year contract, prescribing the required terms and conditions. The successful applicant will not have the right to assign the contract nor any interest therein nor subcontract the performance of any service or the supply of any product without written consent of the Township.

10.0 INDEMNIFICATION AND LIABILITY INSURANCE

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of any work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than $2,000,000 per occurrence for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including the loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township as an Additional Insured with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful bidder shall indemnify and hold the Township, its officers and employees harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or acts of omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

**Automobile Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than $2,000,000, inclusive for each and every loss.
Township of Lanark Highlands
Request for Quotation
Supply of Annuals for Hanging Baskets and Flower Barrels

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to Township

11.0 WORKPLACE SAFETY AND INSURANCE

The successful applicant will provide to the Township a current WSIB Clearance Certificate prior to commencing work.

12.0 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the Deputy Clerk at 613-259-2398 ext. 231.

13.0 HEALTH AND SAFETY

The successful contractor shall be responsible for providing all safety training and related safety equipment, for employing safe work practices at all times while carrying out work for the Township, and for complying with all applicable health and safety legislation/regulations.

14.0 EVALUATION

Quotations will be evaluated by the Community Services Department and the Interim Clerk/Chief Administrative Officer prior to final approval by Township Council.

Right to Accept or Reject Tenders

The owner reserves the right to reject any or all tenders or to accept any tender should it be deemed to be in their best interest to do so.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

The Township may accept the lowest bid at any location individually in Schedule C regardless of bidders total bid. Bidders are not eligible for losses or damages due to the Townships selection of bids at separate locations. Contracts will be awarded individually per location.
Township of Lanark Highlands  
Request for Quotation  
Supply of Annuals for Hanging Baskets and Flower Barrels

SCHEDULE A  
Locations of Flower Baskets/Barrels/Boxes

- Clyde River Park 3 boxes
- Ball Diamond 2 boxes
- Hanging Baskets are located along South, Mill and George Street on the existing hangers. Final locations will be discussed with municipal staff
- Barrels are to be located as specified by municipal staff
Minutes of the Meeting
Wednesday, January 18, 2017
Called to Order by Geraldine Vanderspank at 7:29 p.m.
Present: Geraldine Vanderspank, Bob Mezzatesta, Stan Errett, Carlita Delion
Ken Sinclair, Shannon Adams, Liane Shaw, Romalda Park, Cedar McLean
Absent: (Regrets), Linda Hansen, Romalda Park

Approval of Agenda
That the Agenda be approved and amended. All in favour.
Moved by Carlita Delion
Seconded by Stan Errett

Approval of the Minutes
Moved by Bob Mezzatesta
Seconded by Ken Sinclair
All agree.

Financial Report
Was distributed. The financial report and accounts submitted for payment (total $7,317.69)
were approved.
Moved by Carlita Delion
Seconded by Liane Shaw

New or Old Business

- We received a literacy report from Andrew Sauve. He will not be doing the literacy program
  again this year.

- There is a new faxing policy: 1$ per sheet, 10 sheets + = .50 cents per sheet.

- In reviewing the library report for December, it was decided that it would be beneficial to break
down children’s books versus young adult books, etc. in daily report.

- To celebrate Canada's 150th birthday, the Library will be highlighting Canadian literature using
  a binder and showcasing Canadian books.

- The Hiring of new CEO was decided upon. This person would work 17 or 18 hours per week at
  19-22$/hour, working 4 hours a day and every other Saturday. with Feb. 20th as a start date. A
  committee of Ken Sinclair, Liane Shaw and Geraldine Vanderspank will start the hiring process
  this week.

- A February awards meeting will be held in order to present long service awards to staff
  including plaques and jewelry. There will be an open house in March at the Library. Cedar
  McLean to contact Wanda Proulx to confirm details on a retirement party.
-As of 2017, minutes of board meetings will be posted online. Maren Fassnacht will create a minutes template. Liane Shaw will take minutes directly onto a laptop during board meetings. CEO or delegate will be present at meeting.

-Board members will become volunteers and will receive training at Romalda Park’s convenience if she is willing to do that.

-Communication between staff and board: When a CEO is hired, we will specify that this person will regularly hold staff meetings, and will send out a board meeting overview to all staff.

-We would like to create a 3 month Library events/programs calendar prepared ahead of time.

-Maren Fassnacht will lead a short course in how to use Facebook for adults.

-Cedar McLean will begin taking EXCEL courses, and we will look into the best timing for this.

-Motion per provincial law: Holiday pay for Family day. Staff will be paid the same as every other holiday.

-Motion that Romalda Park get 3 quotes on providing a tower for the children’s PC and bring results to the next board meeting.

Next Meeting
February 15th, 2017

Adjournment

The meeting adjourned at 8:59 p.m. on a motion by Geraldine Vanderspank

[Signature]

Page 54 of 119
Lanark Highlands Public Library  
Monthly Board Meeting Minutes  
DATE February 15, 2017  

Called to Order by Geraldine Vanderspank at 7:34  

In Attendance: Geraldine Vanderspank, Bob Mezzatesta, Stan Errett, Ken Sinclair, Shannon Adams, Liane Shaw, Romalda Park, Linda Hansen  

Absent with regrets: Carlita Delion  

1. Approval of the Agenda  
That the agenda be approved as amended.  

Moved by: Linda Hansen  
Seconded by: Liane Shaw  

2. Minutes from the January 18, 2017 Library Board Meeting  
That the minutes be approved as amended “Board member may volunteer”  

Moved by: Bob Mezzatesta  
Seconded by: Ken Sinclair  

3. Financial Report  
Was distributed. Financial report and accounts submitted were approved.  

Moved by: Ken Sinclair  
Seconded by: Stan Errett  

2017 Budget Proposal:  
That the budget proposal be approved and submitted to council as written with the addition of explanatory notes.  

Moved by: Stan Errett  
Seconded by: Liane Shaw
4. Business arising

Motion: Library will be sponsoring a Baby and Me program from 11:00 until 12:00 on Friday mornings.

Moved by: Linda Hansen
Seconded by: Ken Sinclair

5. New Business

Service Award Presentations:

Long service awards presented by Geraldine Vanderspank to Romalda Park and Wanda Proulx for their 30 years of invaluable service to the Lanark Highlands Library.
Cynara Proulx will be presented with her award for 20 years of service at a later date.
Linda Hansen shared the thanks of the Township Council for the service provided by Wanda and Romalda over their many years of service.

Signing authority

In regards to the Library’s Bank of Nova Scotia Chequing account that Wanda Proulx shall be removed as signing officer and remaining signing officers shall continue to be Geraldine Vanderspank, Ken Sinclair and Shannon Adams. Number of signatures to remain at two.
Moved by: Linda Hansen
Seconded by: Stan Errett

CEO report submitted by Romalda Park.

6. In Camera as of 8:31

Rise and Report: Board Chair to proceed with hiring as per consensus of Board directors.

Out of camera 8:55

7. Next meeting date March 15, 2017

8. Adjournment

The meeting adjourned at 9:03 on a motion by Linda Hansen.
Called to Order by Geraldine Vanderspank at 7:31

In Attendance: Geraldine Vanderspank, Bob Mezzatesta, Stan Errett, Shannon Adams, Romalda Park.

Absent with regrets: Carlita Delion, Ken Sinclair, Liane Shaw, Linda Hansen.

1. Approval of the Agenda
   That the agenda be approved as amended.

   Moved by: Bob Mezzatesta
   Seconded by: Stan Errett

2. Minutes from the February 15, 2017 Library Board Meeting
   That the minutes be approved as amended “Board member may volunteer”

   Moved by: Stan Errett
   Seconded by: Bob Mezzatesta

3. Financial Report
   Was distributed. Financial report and accounts submitted were approved.

   Moved by: Stan Errett
   Seconded by: Bob Mezzatesta

2017 Budget Proposal:
No decision will be made until the end of April.

   Moved by: Stan Errett
   Seconded by: Bob Mezzatesta

4. Business arising
• Retirement Tea is arranged for April 1st. Stan Errett will do presentation.
• Baby and Me is starting March 31st. The program will be run by Cedar MacLean with assistance from Brenda Smithson. Program runs from 11:00 am to 12:00 pm on Fridays.
• New CEO has been notified to contact us by April 6 so that she can start April 11.
• Maren Fassnacht to work next Wednesday and Thursday.
• Bon Mezzatesta will be attending a Trustee Council Meeting on April 22 and welcomed members to attend with him.

5. New Business
• Bob Mezzatesta asked if April board meeting could be changed to another night. Members will be contacted by email.
• Lorena Warnock donated $200 to the library.
• Retirement Award Policy needs to be re-evaluated due to complaint. This has been tabled for the April meeting.
• Stan Errett wants re-assurance that all library staff know who/how to contact for building maintenance incase of emergency (elevator, etc.).
• Contact Richard Lavergne concerning OPP visit regarding inappropriate internet usage. Ask about more blocking or safety settings and if router should be unplugged every night. WIFI password to be changed quarterly.

6. Correspondance
• Received thank you from Romalda Park regarding her Long Service Award gift and plaque.
• Note from pregnancy group for permission to meet at library. This has been granted.

7. Next meeting date April 26 2017 (possibly)

8. Adjournment 8:46 by Geraldine Vanderspank.

Geraldine Vanderspank
Lanark Highlands Public Library

Monthly Board Meeting Minutes

Date April 26, 2017

Called to order by Geraldine Vanderspank at 7:30

In attendance: Geraldine Vanderspank, Bob Mezzatesta, Stan Errett, Ken Sinclair, Shannon Adams, Carlita Delion, Romalda Park, Linda Hansen

Absent with regrets: Lianne Shaw

1. Approval of the agenda
   That the agenda be approved
   Moved by: Bob Mezzatesta
   Seconded by: Linda Hansen

2. Minutes from the March 29, 2017 Library Board Meeting
   Moved by: Bob Mezzatesta
   Seconded by: Linda Hansen

3. Financial Rep
   Was distributed. Financial report and accounts submitted were approved and totalled $7288.31
   Moved by: Ken Sinclair
   Seconded by: Carlita Delion

4. Business arising:

   **Motion #1:** The library cleaning to be sub contracted out for a period of 6 months
   Moved by: Ken Sinclair
   Seconded by: Bob Mezzatesta

   **Motion #2:** Library will ask the Municipality to collapse the Development Fund of $1080.00 to pay towards our 2017 deficit
   Moved by: Stan Errett
   Seconded by: Carlita Delion

   **Motion #3:** To approve Financial Statements for December 31st, 2016
   Moved by: Linda Hansen
   Seconded by: Ken Sinclair

Finalize Credit Card
5. **Correspondence:**
   Thank you card from Wand Proulx

6. **New Business:**
   - Geraldine Vanderspank gave a report from Trustee Meeting
   - Ask Romalda Park to contact Erika from Perth re: Tech Trainer and Peggy Malcolm to help with Annual Survey.
   - Update Website
   - Ask help from community and churches for names of people with tech experience to volunteer to help patrons. Melanie Mills is working on this as well.
   - Privacy Policy and Hiring Policy to be updated
   - Disability course to be done by Board, staff and volunteers
   - Linda Hansen gave report on budget increase of 3.8%
   - Discussion of Auditor Report
   - Baby changing station purchased
   - Volunteer Tea has budget of $125.00
   - Chairperson is Geraldine Vanderspank, Past Chairperson is Ken Sinclair and Vice Chair will be Bob Mezzatesta

7. **In Camera:** Hiring new temporary part-time library clerk

8. **Next Meeting Date May 31, 2017**

9. **Adjournment at 9:00 pm**
   The meeting adjourned at 9:03 on a motion by Linda Hansen

   [Signature]

   **Geraldine Vanderspank**
Lanark Highland Public Library

Monthly Board Meeting Minutes

May 31, 2017

In attendance: Geraldine Vanderspank, Stan Errett, Bob Mezzatesta, Carlita Delion, Ken Sinclair, Linda Hansen, Romalda Park

Absent with regrets: Liane Shaw, Shannon Adams

The meeting began at 7:20

1. Approval of the agenda as amended
   Moved by: Carlita Delion
   Seconded by: Stan Errett

2. Minutes from the May 31st, 2017 Library Board Meeting
   Moved by: Bob Mezzatesta
   Seconded by: Linda Hansen

3. Financial report:
   Moved by: Ken Sinclair
   Seconded by: Carlita Delion

4. Business Arising from Minutes
   2017 Budget update and minimum wage deferred until Shannon Adams present.

5. Policy Review and Updates

6. New Business
   Cedar McLean will get information from other libraries re. Children’s computer, Cedar will also contact MERA for summer programs
   Staff EXCEL courses budget approved
   Becoming a lending library
   Romalda Park gave information on summer activity and Richard’s plans to update all computers.
   Card for Cynara Proulx signed
   Discussion on buying a new stool plus acquiring used books, magazine and DVD’s from patrons.
   Recognition policy reviewed
   Linda Hansen gave her municipal report re. 2017 budget plus informed us that a community hub with municipality, library, youth centre, museum and health centre may be discussed in the future.
   Romalda Park will contact Erika form the Perth library to see if summer literacy programs with them are still available.
   Stan Errett suggested a meeting called with board and all staff for a brain storming session, possibly September.

Motion #1: Lanark Highlands Public Library become a lending library for interlibrary loan system
   Moved by: Bob Mezzatesta
Seconded by: Linda Hansen
7. Date of Next Meeting: June 28, 2017 as no summer meetings
8. Adjournment: The meeting adjourned at 9:01 on a motion by Carlita Delion
Called to Order by Geraldine Vanderspank at 7:30

In Attendance: Geraldine Vanderspank, Bob Mezzatesta, Stan Errett, Ken Sinclair, Shannon Adams, Carlita Delion, Romalda Park, Linda Hansen

Absent with regrets: Lianne Shaw

1. Approval of the Amended Agenda
   That the agenda be approved.

   Moved by: Ken Sinclair
   Seconded by: Carlita Delion

2. Minutes from the May 31, 2017 Library Board Meeting

   Moved by: Bob Mezzatesta
   Seconded by: Ken Sinclair

3. Financial Report
   Was distributed.

   Moved by: Ken Sinclair
   Seconded by: Carlita Delion

Finalized Credit Card & given to Romalda Park, Acting CEO

6. New Business:

Discussion on Impact to library on 2018 Minimum Wage Raise was tabled until later.
Satellite libraries and locations were discussed. Linda Hansen has some contact numbers to pass on to us.

Summer programs were listed plus Stan Errett may have someone for Computer lessons.

Decided to continue charging a dollar for DVD rentals
New computers were discussed

7. **In Camera**: CEO

8. Next meeting date September 28, 2017

9. **Adjournment**

The meeting adjourned at 8:50 on a motion by Ken Sinclair & Linda Hansen.

[Signature]

[Signature]
Lanark Highlands Public Library
Monthly Board Meeting Minutes
Wednesday September 27, 2017

In Attendance: Geraldine Vanderspank, Stan Errett, Bob Mezzatesta, Carlita Delion, Ken Sinclair, Linda Hansen, Romalda Park Shannon Adams

Absent with regrets: Lianne Shaw

The meeting began at 7:30

1. Approval of the Agenda as amended

   Moved by: Ken Sinclair
   Seconded by: Stan Errett

2. Minutes from the June 28, 2017 Library Board Meeting

   Moved by: Ken Sinclair
   Seconded by: Stan Errett


   That accounts submitted, total $18,796.98 be approved for payment

   Moved by: Bob Mezzatesta
   Seconded by: Carlita Delion

5. Business arising from Minutes

   Lianne Shaw has resigned from Board
   Advertisements to be posted for a replacement

6. Correspondence

   Brochure concerning a convention in Toronto near the end of February to help choose patron books. Carlita Delion advised that it is mainly related to Teachers so we ignored
7. **New Business:**

   Baby Time with Cedar on Fridays and Fall activities were approved. Renewing TLPP was discussed. Romalda will do some stats for budget meeting. Fundraising letters plus several other decisions to be left for new CEO.

   **Motion #1** Moved by: Carlita Delion  
   Second by: Ken Sinclair  
   To increase 2018 Budget Request from Drummond, North Elmsley and Tay Valley by 2.2%.

   **Motion #2** Moved by: Linda Hansen  
   Second by: Ken Sinclair

   Treasurer to invest $30,000 from current surplus into Bank of Nova Scotia to 1 year GIC.

   **IN CAMERA**

8. **Date of next meeting:** October 25, 2017 as No summer Meetings

9. **Adjournment:**

   The meeting adjourned at 8:49 on a motion by Carlita Delion.
In attendance: Geraldine Vanderspank (Chair), Stan Errett, Bob Mezzatesta, Carlita Delion, Linda Hansen, Shannon Adams, Romalda Park, David Rowe

Absent with regrets: Ken Sinclair

The meeting was called to order by the chair at 7:24 PM

1. Agenda: two items added to the agenda: 1) Trustee Council meeting; 2) Board meeting start time. The agenda was approved, as amended.

   Moved by: Carlita Delion
   Seconded by: Bob Errett

2. Minutes: The minutes of the Board Meeting of September 27, 2017 were approved.

   Moved by: Carlita Deleon
   Seconded by: Stan Errett

3. Financial Report:

   by Shannon Adams, Treasurer. It was noted that revenue from DVD insurance was lower than expected. Otherwise financial activity was normal. The report was accepted by the board.

   Moved by Stan Errett
   Seconded by Linda Hansen

4. Business arising from the Minutes:

   Board member recruitment. So far no one had come forward. David Rowe will develop a more formal advertisement and out it on the web page and Facebook, and maybe the Lanark Era newspaper.

5) New business:

a) Bob Mezzatesta indicated he will be going to the SOLS Trustee Council meeting in Brockville November 18. Stan Errett offered to accompany him.

b) Due to the distances some members have to travel, the start time of the regular monthly board meeting is changed to 7 PM.

   Moved by Bob Mezzatesta
   Seconded by Carlita Deleon
c) Grants: David Rowe reported on Ontario government grants for services to seniors, which need to be applied for before Nov. 30. At this short notice, he recommended asking for money to improve and promote the library’s large print collection.

6. Other Discussion

David Rowe presented a short written biography. Some suggestions around this were: get the Lanark Era to do a story; put the bio on our web page and Facebook page.

Other topics were: New CEO’s first impressions; plan for a shut-in service to people who cannot get to the library; prepare a 1 page annual report of library activities; try to get a library news column in the newspaper; let SOLS etc. Know about the David’s CEO email address; consider the feasibility of offering Wi-Fi without a password. Date of December meeting.

Motion to adjourn the meeting.

Moved by Linda Hansen
Seconded by Stan Brutt

Meeting adjourned at 8:19 PM

[Signature]

Page 68 of 119
Lanark Highlands Public Library Board
Minutes of the Monthly Board Meeting
Wednesday, November 28, 2017

In attendance: Geraldine Vanderspank (Chair), Stan Errett, Bob Mezzatesta, Carlita Delion, Linda Hansen, Shannon Adams, Ken Sinclair, David Rowe

Meeting called to order at 7:04 PM

1. Agenda

Additions to the agenda: Under CEO’s report:

   a) new price for colour prints
   b) list of equipment, for budget
   c) security concerns about money
   d) correspondence

2. Minutes of October 25 2017 meeting

Minutes and revised agenda approved.

   Moved by Bob Mezzatesta
   Seconded by Carlita Delion

3. Financial report

   Presented by Shannon Adams and accepted.

   Moved by Ken Sinclair
   Seconded by Geraldine Vanderspank

4. CEO’s Report

   Presented by David Rowe.

   Other items: Colour prints. Staff suggested raising prices due to the cost of ink. Will ask what the municipal office charges.
   David presented a list of equipment the library needs, including a shredder, kettle, and microwave oven. These will be included in the 2018 budget.
   Concerns were expressed about the safety of library cash in unlocked areas. David will look for a small safe or strongbox that can securely hold money.
   The CEO asked board members what they would like to see as correspondence. It is pretty much up to CEO discretion, such as anything involving operations or money, or requiring a motion.
The question of Tech-Aid in the library came up. The CEO explained how it was being publicized, and said that the use of the service is being tracked.

5. Trustee Meeting in Brockville.

Stan Errett and Bob Mezzatesta reported on the Trustee meeting they attended in Brockville. Stan commented on the 30 PCs available for public use, that they seem to be heavily used by teens. Bob says these meetings offer a chance to learn what other libraries are doing.

6. Old business

The search for the new board member was discussed. The CEO and the Chair will meet with the applicant.

7. New Business

The Chair spoke about the meeting with the CAO, library CEO, and Council rep on the Library board. Topics discussed were what skills and attributes the board would like to see, agreements with contracting townships, and board members' plans.

8. Budget 2018

Shannon Adams presented a draft budget, including a general increase of about 2.2%

9. Motion to Adjourn Meeting

Moved by Stan Errett
Seconded by Carlita Delion

Meeting adjourned at 8:28 PM

[Signature]

[Signature]

Dec. 27, 2017
Lanark Highlands Public Library Board
Minutes of the Monthly Board Meeting
Wednesday, December 27, 2017

In attendance: Geraldine Vanderspank (Chair), Stan Errett, Bob Mezzatesta, Carlita Delion, Shannon Adams, Ken Sinclair, David Rowe

Absent, with apologies: Linda Hansen

Meeting called to order at 7:00 PM

1. Agenda

2. Minutes of November 28, 2017 meeting

3. Financial report

   Presented by Shannon Adams.

   Agenda, Minutes and Financial report

   Moved by Ken Sinclair
   Seconded by Bob Mezzatesta

4. CEO's Report

   Presented by David Rowe.

5. New business

   1) Time of meeting: Stan Errett suggested moving the meetings to day time.
   2) Board planning: It was suggested that at the January meeting Board members declare if they want to be on the next board.
   3) OLA SuperConference : David will attend.
   4) Costs for crafts: staff should check with other libraries: or, charge a nominal fee, waive if person can't pay. Put $300 in budget.

6. In Camera session: 7:30 to 7:45
7: Staff member asking for leave of absence
    Approved, off hours to other staff

8) Book hubs
    Possible sites in the township were discussed

9) Cash security
    David was instructed to get a safe

10) Fireplace
    David was instructed to proceed with plans for a “cozy” corner

Meeting adjourned at 8:10 PM
    Moved by Bob Mezzatesta
    Seconded by Carlita Delion

[Signature]
THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS
Committee of the Whole
March 6, 2018
Report #CBO-01-2018
ANNUAL REPORT

STAFF RECOMMENDATION(S)
“THAT, Report # CBO-01-2018 is received by the Committee of the Whole as information.”

YEARLY ACTIVITY

As shown by the actual numbers, building activity stepped ahead in 2017 when compared to 2016.

Operational

All building inquiries were addressed and there are no outstanding issues from 2017.

ATTACHMENTS:

2017 Building Permit Summary
2017 Lanark Highlands Single Family Dwelling Map

Prepared and Submitted By:                                                  Approved for Submission By:

Philip Borrowman,                                                         Allison Vereyken
Chief Building Official                                                   Clerk Administrator
<table>
<thead>
<tr>
<th>MONTH</th>
<th>PERMITS ISSUED</th>
<th>PERMIT FEES</th>
<th>CONSTRUCTION VALUE</th>
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<tr>
<td>January</td>
<td>4</td>
<td>$1,746.40</td>
<td>$313,200.00</td>
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<tr>
<td>February</td>
<td>2</td>
<td>$289.00</td>
<td>$16,000.00</td>
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<tr>
<td>March</td>
<td>7</td>
<td>$973.00</td>
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<td>1st Quarter Totals</td>
<td>13</td>
<td>$3,008.00</td>
<td>$401,000.00</td>
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<td>April</td>
<td>10</td>
<td>$2,626.00</td>
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<td>May</td>
<td>14</td>
<td>$7,640.00</td>
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<td>June</td>
<td>12</td>
<td>$9,414.60</td>
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<td>2nd Quarter Totals</td>
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<td>November</td>
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<td>$2,260.00</td>
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<td>December</td>
<td>9</td>
<td>$2,016.00</td>
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<tr>
<td>4th Quarter Totals</td>
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<td>$10,393.00</td>
<td>$1,681,680.00</td>
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<tr>
<td><strong>TOTALS:</strong></td>
<td><strong>138</strong></td>
<td><strong>$51,573.60</strong></td>
<td><strong>$8,461,235.00</strong></td>
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2016 Totals: 126 $50,801.80 $7,498,700.10
## CONSTRUCTION TYPE SUMMARY

<table>
<thead>
<tr>
<th>TYPE</th>
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<tbody>
<tr>
<td><strong>RESIDENTIAL PERMITS:</strong></td>
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<tr>
<td>Single Family Dwellings</td>
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<tr>
<td>Seasonal Dwellings</td>
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<tr>
<td>Garden Suite</td>
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<td>Hunt Camps</td>
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<td>Repairs</td>
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<td>Renovations</td>
<td>8</td>
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<tr>
<td>Porch</td>
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<td>Deck</td>
<td>14</td>
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<tr>
<td>Carport</td>
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<tr>
<td>Solar Panels</td>
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<td>Foundation</td>
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## 2017 CONSTRUCTION VALUE BY TYPE

### ACCESSORY BUILDINGS:

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<tr>
<td>Shed</td>
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<tr>
<td>Agricultural Shed</td>
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<tr>
<td>Sap House</td>
<td></td>
</tr>
<tr>
<td>Boat House</td>
<td></td>
</tr>
<tr>
<td>Pool</td>
<td>1</td>
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<tr>
<td>Commercial Garage</td>
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<tr>
<td>Gazebo</td>
<td>2</td>
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<td>Demolitions</td>
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<td>Solid Fuel Burning Devices</td>
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<tr>
<td><strong>TOTALS:</strong></td>
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<tr>
<td>YEAR</td>
<td># OF PERMITS</td>
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<td>2016</td>
<td>126</td>
</tr>
<tr>
<td>2017</td>
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THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS

COMMITTEE OF THE WHOLE MEETING
March 6th, 2018

REPORT PW-2018-05
Thomas McCarthy, Acting Superintendent of Public Works

OCIF Top Up Funding Agreement

STAFF RECOMMENDATION

“THAT, Council authorizes the Mayor and Clerk Administrator to execute the contribution agreement for the Ontario Community Infrastructure Fund – Top-up Application Based Component and to submit the signed agreement to the Government of Ontario prior to March 9th, 2018,

AND THAT, this matter be brought to the Council meeting of March 6th, 2018, as the agreement must be signed and delivered to the Recipient by March 9th, 2018.”

BACKGROUND

The Province 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;
3) Help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components:

1) Application-Based Component (Top-Up Funding)
2) Formula-Based Component.

The Township applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Township in carrying out the Project of the Galbraith Bridge Superstructure prior to the closing date of September 27th, 2017. The projects were noted to be heavily assessed on the project’s critical health and safety aspects.

DISCUSSION

The Township of Lanark Highlands was notified on February 15th, 2018 that the 2017 application for top-up funding from the Ontario Community Infrastructure Fund was successful.
The project is for the replacement of the Galbraith Bridge superstructure, including the removal of the existing superstructure, construction of a new superstructure using steel girders, a concrete deck, and traffic barriers, concrete repairs on the substructure, and removal and reinstatement of the approach roadway, with the new structure widened to 2 lanes.

In order to retain funding for the project the Township must meet the following Milestones:

<table>
<thead>
<tr>
<th>Project Milestone Payment</th>
<th>Recipient Expected Date*</th>
<th>No Later Than</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone 1: Agreement Execution</td>
<td>March 9, 2018</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>Milestone 3: Submission and Acceptance of Final Report (should be submitted no later than sixty (60) Business Days of the Project Completion Date)</td>
<td>November 22, 2018</td>
<td>February 14, 2020</td>
</tr>
</tbody>
</table>

**OPTIONS CONSIDERED**

Option #1 – Agree to enter into a contribution agreement with the Ministry of Agriculture Food and Rural Affairs.

**FINANCIAL IMPLICATIONS**

Funding of the project is 90% of total eligible costs up to a maximum of $495,000.00. Eligible costs are detailed in the attached agreement. This would result in a Township contribution of $55,000.

**CONCLUSION**

Staff recommends Option 1 – Enter into a contribution agreement for Top-up Funding with the Ministry of Agriculture Food and Rural Affairs.

**ATTACHED**
OCIF AC4-4052 CA
OCIF AC4-4052 Letter
2018-14XX OCIF By-Law

Prepared and Submitted By: Thomas McCarthy,
Acting Superintendent of Public Works

Approved for Submission By: Allison Vereyken,
Clerk Administrator
ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT (2017 TOP-UP INTAKE)

BETWEEN:

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

(the “Province”)

– and –

The Corporation of the Township of Lanark Highlands
(CRA# 875871162)

(the “Recipient”)

BACKGROUND

The Province 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 financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

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

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project; the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake the Project; and the Province wishes to provide funding for the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms And Conditions,
Schedule “B” – Additional Terms And Conditions,
Schedule “C” – Operational Requirements Under The Agreement,
Schedule “D” – Project Description,
Schedule “E” – Eligible And Ineligible Costs,  
Schedule “F” – Financial Information,  
Schedule “G” – Aboriginal Consultation Requirements,  
Schedule “H” – Communications Protocol, and  
Schedule “I” – Reports.

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

2.0 COUNTERPARTS

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

3.0 AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees that:

(a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA and the AGA;

(b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the BPSAA that may be applicable to the Recipient;

(c) The Funds are:
   (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
   (ii) Funding for the purposes of the PSSDA; and

(d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]
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: Randy Jackiw  Date
Title: Assistant Deputy Minister,
    Economic Development Division

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

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS

Signature:  Signature:
Name:  Name:
Title:  Title:
Date:  Date:

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” Follows]
SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

ARTICLE A1
INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:
(a) Words in the singular include the plural and vice versa;
(b) Words in one gender include all genders;
(c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
(d) Any reference to dollars or currency will be in Canadian dollars and currency;
(e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
(f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
(g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
(h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

“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.

“Additional Provisions” means the terms and conditions specified in Schedule “B” of this Agreement.

“AGA” means the Auditor General Act.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“Arm’s Length” has the same meaning as set out in the Income Tax Act (Canada), as it read on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the Broader Public Sector Accountability Act, 2010.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province of Ontario is closed for business.
“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Conflict Of Interest” includes any circumstances where:

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

“Consultant” means any person the Recipient retains to undertake any part of the work related to this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.


“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the Freedom of Information and Protection of Privacy Act.

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

“Holdback” means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

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

“Ineligible Costs” means those costs set out under section E2 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.
“Local Services Board” means a board established under the *Northern Services Boards Act*.

“*MA*” means the *Municipal Act, 2001*.

“Maximum Funds” means the amount set out under section F1 of Schedule “F” of this Agreement.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “D” of this Agreement.

“Project Completion Date” means the date set out under section C3 of Schedule “C” of this Agreement.

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

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds 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 legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” means the date that the Project can be used for the purpose it was intended.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

**A1.3 Conflict.** Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of this Agreement and the terms or conditions set out in any other Schedule of this Agreement, other than Schedule “B”, the terms and conditions set out under this Schedule “A” of this Agreement will prevail. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.
ARTICLE A2
EFFECTIVE DATE AND DURATION OF AGREEMENT

A2.1 Effective Date Of Agreement. This Agreement will take effect on the Effective Date.

A2.2 Expiration Date Of Agreement. This Agreement will expire on the Expiration Date.

ARTICLE A3
REPRESENTATIONS, WARRANTIES AND COVENANTS

A3.1 General. The Recipient represents, warrants and covenants that:
(a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
(b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
(c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project;
(d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement;
(e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it; and
(f) the Project is owned by the Recipient.

A3.2 Execution Of Agreement. The Recipient represents and warrants that it has:
(a) The full power and authority to enter into this Agreement; and
(b) Taken all necessary actions to authorize the execution of this Agreement.

A3.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:
(a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
(b) Procedures to ensure the ongoing effective functioning of the Recipient;
(c) Decision-making mechanisms for the Recipient;
(d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
(e) Procedures to enable the Recipient to successfully complete the Project;
(f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
(g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
(h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A3.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project. The Recipient further acknowledges and agrees 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 undertaking the Project or to meet any other term or condition under this Agreement.

A3.5 **Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

A3.6 **Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:
   (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule “A” of this Agreement during the Term of the Agreement;
   (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
   (c) Any event that would have the effect of materially changing the risk of the Project or the Recipient.

A3.7 **Recipient’s Representations, Warranties And Covenants For The Benefit Of The Province.** The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule “A” of this Agreement are for the sole benefit of the Province.

A3.8 **Provincial Reliance On Recipient’s Representations, Warranties And Covenants.** The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Agreement.

**ARTICLE A4**

**FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** Subject to the terms and conditions of this Agreement the Province will:
   (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
   (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule “F” of this Agreement; and
   (c) Deposit the Funds into an account designated by the Recipient, provided that account:
      (i) Resides at a Canadian financial institution, and
      (ii) Is in the name of the Recipient.

A4.2 **Limitation On Payment Of Funds.** Despite section A4.1 of Schedule “A” of this Agreement:
   (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A13.2 of Schedule “A” of this Agreement;
   (b) The Province is not obligated to provide any Funds until the Province is satisfied with the progress of the Project;
   (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based if the Province, in its sole and absolute discretion, determines that there has been a change in risk in relation to the Project or the Recipient;
   (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient until it is satisfied
with the Reports it has received, and not before thirty (30) days after the Expiration Date; and

(e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
   (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
   (ii) Terminate the Agreement pursuant to section A15.1 of Schedule “A” of this Agreement.

A4.3 Use Of Funds And Project. The Recipient will:
   (a) Only use the Funds being provided under this Agreement toward the Project;
   (b) Carry out and complete the Project in accordance with the terms and conditions of this Agreement;
   (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
   (d) Not use the Funds for Ineligible Costs.

A4.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient needs such Funds to pay Eligible Costs, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus any Interest Earned thereon in trust for the Province until the Recipient needs the Funds to pay Eligible Costs. The Province may take the following action with respect to any Interest Earned:
   (a) Deduct an amount equal to the Interest Earned from the Funds; or
   (b) Demand from the Recipient the repayment of an amount equal to the Interest Earned.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A4.6 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A4.7 Project Financing. The Recipient acknowledges and agrees that:
   (a) It is solely responsible for funding any Ineligible Costs, and all costs to complete the Project in excess of the Funds;
   (b) Other than the Funds, the Project may not be funded by amounts received under any other application-based funding program put in place by the Province.

A4.8 No Changes To The Project. The Recipient will not make any changes to the Project without the prior written consent of the Province.

A4.9 Project Completion. The Project will achieve Substantial Completion by the Project Completion Date.

ARTICLE A5
ABORIGINAL CONSULTATION

A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations. The Recipient acknowledges and agrees that the provision of any Funds is strictly
conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project.

A5.2 **Recipient Is The Province’s Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule “G” of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province’s delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.

A5.3 **Recipients Obligations In Relation To Consultations.** The Recipient will:
(a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule “G” of this Agreement;
(b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating the Project; and
(c) Provide a detailed description of any actions it has or will take in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.

A5.4 **Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.** Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule “G” of this Agreement.

**ARTICLE A6**

**RECIPIENT’S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

A6.1 **Acquisition Of Goods And Services In Competitive Procurement Process.** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the MA applies, the Recipient will follow its procurement policies required under the MA. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars ($25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule “A” of this Agreement in writing if:
(a) The goods or services the Recipient is purchasing are 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 those good or services being purchased.

A6.2 **BPSAA.** For greater clarity, if the Recipient is subject to the BPSAA and there is a conflict between the BPSAA and a requirement under this Article A6 of the Agreement, the BPSAA will apply and prevail to the extent of that conflict.
A6.3 **Contracts.** The Recipient will 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) Require that any parties to those Contracts comply with all Requirements of Law; and
(e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.

A6.4 **Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient’s Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.

A6.5 **Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will 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 will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

A6.6 **Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.** If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule “A” of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

A6.7 **Disposal Of Assets.** The Recipient will not, without the Province’s prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the Expiration Date or Project Completion Date whichever is earlier.

**ARTICLE A7**

**CONFLICT OF INTEREST**

A7.1 **No Conflict Of Interest.** The Recipient will 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.

A7.2 **Disclosure To The Province:** The Recipient will:
(a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
(b) Comply with any directions that the Province may provide upon receiving such disclosure.
ARTICLE A8
REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

A8.1 Preparation And Submission. The Recipient will:
(a) Submit to the Province at the address referred to in section C5 of Schedule “C” of this Agreement all Reports in accordance with the timelines set out in Schedule “I” of this Agreement and in the form specified by the Province;
(b) Ensure that all Reports are completed to the satisfaction of the Province;
(c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by an authorized representative of the Recipient; and
(d) Notify the Province within ten (10) Business Days of any changes to the expected dates indicated in section F3 of Schedule “F” of this Agreement.

A8.2 Records Maintenance. The Recipient will keep and maintain:
(a) All original financial records, including invoices and proofs of payment, relating to the Funds or otherwise to the Project in a manner consistent with Generally Accepted Accounting Principles used in Canada; and
(b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law, for a period of seven (7) years after the Expiration Date.

A8.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises or site of the Project to review the progress of the Project and the Recipient’s records detailing the expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
(a) Inspect and copy the records and documents referred to in section A8.2 of Schedule “A” of this Agreement;
(b) Remove any copies made pursuant to section A8.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
(c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A8.4 Disclosure. To assist in respect of the rights set out under section A8.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A8.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

A8.6 Auditor General. For greater certainty, the Province’s rights under this Article 8 of Schedule “A” of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A8.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.
ARTICLE A9
COMMUNICATIONS

A9.1 Recipient To Follow Communications Protocol. The Recipient will follow the Communications Protocol.

A9.2 Publication By The Province. The Recipient agrees the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information obtained in connection with this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A10
ADDITIONAL PROVISIONS

A10.1 Additional Provisions. The Recipient will comply with any Additional Provisions set out under Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

ARTICLE A11
DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

A11.1 FIPPA. The Recipient acknowledges that the Province is bound by the FIPPA.

A11.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with FIPPA and any other Requirements of Law.

ARTICLE A12
INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

A12.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

A12.2 Exclusion Of Liability. The Recipient acknowledges and agrees that in no event will the Province 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.

A12.3 Recipient’s Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
A12.4 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

A12.5 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A12.6 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

**ARTICLE A13**

**INSURANCE**

A13.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient’s Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C4 of Schedule “C” of this Agreement per occurrence. The policy will include the following:

(a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;

(b) A cross-liability clause;

(c) Contractual liability coverage;

(d) Products and completed operations liability coverage;

(e) Employer's liability coverage;

(f) Tenant’s legal liability coverage (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 provision.

A13.2 **Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in a Notice, that confirms the insurance coverage as required under section A13.1 of Schedule “A” of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy and/or insurance certificate evidencing insurance required under section A13.1 of Schedule “A” of this Agreement.

A13.3 **Right Of “First Call” On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of “first call” or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule “A” of this Agreement to pay any suits, judgments, claims, 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* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

**ARTICLE A14**

**TERMINATION ON NOTICE**

**A14.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days’ Notice to the Recipient.

**A14.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section A14.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

(a) Direct that the Recipient does not incur any costs for the Project without the Province’s prior written consent;

(b) Cancel any further payment of the Funds;

(c) Demand the repayment of any Funds provided, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and

(d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

   (i) Permit the Recipient to offset such costs against any amount owing pursuant to section 14.2(c) of this Schedule “A”; and/or

   (ii) Subject to section A4.2(e) of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

**ARTICLE A15**

**TERMINATION WHERE NO APPROPRIATION**

**A15.1 Termination Where No Appropriation.** If, as provided for in section A4.2(e) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A15.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section A15.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

(a) Cancel any further payment of Funds;

(b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and

(c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 15.2(b) of this Schedule “A”.

**A15.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.
ARTICLE A16
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A16.1 Events Of Default. Each of the following events will constitute an Event of Default:

(a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including, without limitation, failing to do any of the following in accordance with the terms and conditions of this Agreement:
   (i) Carry out the Project,
   (ii) Use or spend the Funds on Eligible Costs,
   (iii) Provide any Reports required under this Agreement, or
   (iv) Follow any directions that the Province provides under this Agreement;

(b) The Recipient has provided false or misleading information to the Province;

(c) The Province determines that:
   (i) The Recipient is unable to carry-out the Project or the Recipient is likely to discontinue the Project;
   (ii) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Ontario Community Infrastructure Fund – Application-Based Component;
   (iii) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;

(d) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(e) The Recipient is wound up or ceases to operate.

A16.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) Provide the Recipient with an opportunity to remedy the Event of Default;

(c) Suspend the payment of Funds for such a period as the Province determines appropriate;

(d) Reduce the amount of Funds;

(e) Cancel any further payment of Funds;

(f) Demand the repayment of any Funds provided plus any Interest Earned thereon;

(g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;

(h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and

(i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A16.3 Opportunity To Remedy. If, in accordance with section A16.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) The particulars of the Event of Default; and

(b) The Notice Period.
A16.4 Recipient Not Remediying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule “A” of this Agreement, and;
  (a) The Recipient does not remedy the Event of Default within the Notice Period;
  (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
  (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

A16.5 When Termination Effective. Termination under this Article A16 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE A17
LOBBYISTS AND AGENT FEES

A17.1 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 the Province 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 other 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 or conditions of this Agreement; and
  (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A18
FUNDS UPON EXPIRY

A18.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any Funds that were provided but not applied against Eligible Costs plus any Interest Earned thereon.

ARTICLE A19
REPAYMENT

A19.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
  (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any Funds that have not yet been provided; or
  (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

A19.2 Debt Due. If, pursuant to this Agreement:
  (a) The Province demands the payment of any Funds provided plus Interest Earned from the Recipient; or
(b) The Recipient owes any Funds provided plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province, such amounts will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will repay such debt to the Province immediately, unless the Province directs otherwise. In the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule “A” of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule “A” of this Agreement.

A19.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A19.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the “Minister of Finance” and delivered to the Province at the address referred to in section C5 of Schedule “C” of this Agreement.

A19.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A19.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A20

NOTICE

A20.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C5 of Schedule “C” of this Agreement or as either Party later designates to the other by written Notice.

A20.2 Notice Given. Notice will be deemed to have been given:
   (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
   (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A20.3 Postal Disruption. Despite section A20.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
   (a) Notice by postage-paid mail will not be deemed to be received; and
   (b) The Party giving Notice will provide Notice by email, personal delivery or fax.
ARTICLE A21
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A21.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A22
SEVERABILITY OF PROVISIONS

A22.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A23
WAIVER

A23.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A24
INDEPENDENT PARTIES

A24.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A25
ASSIGNMENT OF AGREEMENT OR FUNDS

A25.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A25.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors and permitted assigns.
ARTICLE A26
GOVERNING LAW

A26.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A27
FURTHER ASSURANCES

A27.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A28
JOINT AND SEVERAL LIABILITY

A28.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A29
RIGHTS AND REMEDIES CUMULATIVE

A29.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A30
JOINT AUTHORSHIP

A30.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A31
FAILURE TO COMPLY WITH OTHER AGREEMENT

A31.1 Other Agreements. If the Recipient:
(a) Has committed a Failure;
(b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
(c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
(d) Such Failure is continuing,
the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate, and may deduct amounts owing as a result of such Failure from the Funds owing under this Agreement.

ARTICLE A32
SURVIVAL

A32.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiration Date or the date that this Agreement is terminated, whichever is later. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and Schedules will continue in full force and effect for a period of seven (7) years from the Expiration Date or the date that this Agreement is terminated, whichever is later: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

A32.2 Survival After Creation. Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]
**SCHEDULE “B”**

**ADDITIONAL TERMS AND CONDITIONS**

**B1 The Province May Impose Additional Conditions On The Recipient.** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province 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.

**B2 Behaviour Of Recipient.** The Recipient will carry out the Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement.

**B3 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, the Province may, in its sole and absolute discretion, adjust the Funds provided under this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “C” FOLLOWS]
SCHEDULE “C”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

C1 Effective Date. The Effective Date of this Agreement is the date in which the Province signs
the Agreement.

C2 Expiration Date. The Expiration Date means March 31, 2021, unless this Agreement is
terminated earlier, in which it means the date of termination.

C3 Project Completion Date. Project Completion Date means December 31, 2019. For clarity
this means that Substantial Completion must have occurred.

C4 Insurance Amount. The amount of insurance the Recipient will have for the purposes of
section A13.1 of Schedule “A” of this Agreement no less than two million dollars
($2,000,000.00).

C5 Providing Notice. All Reports and Notices under this Agreement will be submitted to the
appropriate Party at the address listed below:

<table>
<thead>
<tr>
<th>TO THE PROVINCE</th>
<th>TO THE RECIPIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ministry of Agriculture, Food and Rural Affairs&lt;br&gt; Rural Programs Branch&lt;br&gt; 1 Stone Road West, 4NW&lt;br&gt; Guelph, Ontario N1G 4Y2&lt;br&gt; Attention: Manager, Infrastructure Renewal Programs&lt;br&gt; Fax: 519-826-3398&lt;br&gt; Email: <a href="mailto:OCIFApps@ontario.ca">OCIFApps@ontario.ca</a></td>
<td>The Corporation of the Township of Lanark Highlands&lt;br&gt; PO Box 340, 75 George Street&lt;br&gt; Lanark, ON K0G 1K0&lt;br&gt; Attention: Thomas McCarthy&lt;br&gt; Fax: (613) 259-2291&lt;br&gt; Email: <a href="mailto:tmccarthy@lanarkhighlands.ca">tmccarthy@lanarkhighlands.ca</a></td>
</tr>
</tbody>
</table>

or any other person identified by either Party in writing.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “D” FOLLOWS]
SCHEDULE “D”
PROJECT DESCRIPTION

The project is for the replacement of the Galbraith Bridge superstructure, including the removal of the existing superstructure, construction of a new superstructure using steel girders, a concrete deck, and traffic barriers, concrete repairs on the substructure, and removal and reinstatement of the approach roadway, with the new structure widened to 2 lanes.

Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes: Reduced risk of collapse or complete asset failure; Increased traffic safety and flow.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E” FOLLOWS]
SCHEDULE “E”
ELIGIBLE AND INELIGIBLE COSTS

E1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E2 of this Schedule “E” of this Agreement, Eligible Costs shall only include all direct and incremental costs that are necessary for carrying out the Project and are in the Province’s sole and absolute discretion, properly and reasonably incurred and paid to Arm’s Length vendors as evidenced by invoices, receipts or other records that are acceptable to the Province.

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

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

E2 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 incurred not in accordance with section A6.1 of Schedule “A” of this Agreement;
(b) Costs incurred prior to June 21, 2017 or after the Project Completion Date;
(c) Costs associated with the acquisition or leasing of:
   (i) Land,
   (ii) Buildings,
   (iii) Equipment,
   (iv) Other facilities, and
   (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;
(d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
(e) Costs related to recreational trails;
(f) Legal fees, other than those reasonable fees associated with consultation with Aboriginal Groups;

(g) Taxes, regardless of any rebate eligibility;

(h) The value of any goods and services which are received through donations or in kind;

(i) 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;

(j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;

(k) Costs associated with completing funding applications;

(l) Costs of accommodation for any Aboriginal Group;

(m) Costs incurred contrary to section A17.1 of Schedule “A” of this Agreement

(n) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund;

(o) In the Province’s sole and absolute discretion any costs or expense of goods or services acquired from parties that are not at Arm’s Length from the Recipient; and

(p) Any costs associated with a Contract that the Province has determined was awarded in a manner that is inconsistent with the requirements of Article 6 of Schedule “A” of this Agreement.

The Province shall have no obligation to pay any costs which it deems ineligible and shall have no liability, or be responsible for any penalty or cost, associated with such determination.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “F” FOLLOWS]
**SCHEDULE “F”**

**FINANCIAL INFORMATION**

**F1 Maximum Funds.** Maximum Funds means an amount up to Four Hundred Ninety Five Thousand Dollars ($495,000).

**F2 Holdback.** The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.

**F3 Provision Of Funds.** The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, based on the following payment schedule:

<table>
<thead>
<tr>
<th>Project Milestone Payment</th>
<th>Recipient Expected Date*</th>
<th>No Later Than</th>
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<tbody>
<tr>
<td>Milestone 1: Agreement Execution</td>
<td>March 9, 2018</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>Milestone 3: Submission and Acceptance of Final Report (should be submitted no later than sixty (60) Business Days of the Project Completion Date)</td>
<td>November 22, 2018</td>
<td>February 14, 2020</td>
</tr>
</tbody>
</table>

*Recipient Expected Date is the date supplied by the Recipient in their Project application as when the required documentation will be submitted. If there is a variance between the date noted in Recipient Expected Date and the actual date the milestone documentation will be submitted by the Recipient, Notice must be provided as soon as possible to the Province.*
<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>PAYMENT AMOUNT</th>
<th>REQUIRED DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milestone 1:</strong></td>
<td>An amount up to fifty-five percent (55%) of the Maximum Funds</td>
<td>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient’s entry into the Agreement.</td>
</tr>
<tr>
<td>Execution of this Agreement by both</td>
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<td></td>
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<tr>
<td>Parties.</td>
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<tr>
<td><strong>Milestone 2:</strong></td>
<td>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of the lesser of:</td>
<td>Construction Contract Award Report;</td>
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<td>Within fifteen (15) Business Days of</td>
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<td>Revised Budget Report; and</td>
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<td>the Tender Award of at least 70% of</td>
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<td>Progress Report,</td>
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<td>total Eligible Costs by the Recipient,</td>
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<td>the submission and acceptance by the</td>
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<td>Province of the required Reports.</td>
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<td>(i) The Maximum Funds, less the amount paid at Milestone 1;</td>
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<td></td>
<td>and</td>
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<td></td>
<td>(ii) An amount calculated by multiplying ninety percent (90%) against the forecasted total Eligible Costs to the limit of the Maximum Funds, less the amount paid at Milestone 1.</td>
<td></td>
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<tr>
<td><strong>Milestone 3:</strong></td>
<td>Provided it is not a negative figure, the lesser of:</td>
<td>Final Report as described in Schedule “I” of this Agreement</td>
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<tr>
<td>After Project Completion by the</td>
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<td>Recipient, the submission and</td>
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<td>acceptance by the Province of the</td>
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<td>required Reports.</td>
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<td>(i) The balance of the Funds, if any, to the limit of the Maximum Funds;</td>
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<td>and</td>
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<td>(ii) Ninety percent (90%) multiplied by the final total Eligible Costs to the limit of the Maximum Funds.</td>
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SCHEDULE “G”
ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose.  This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions.  For the purposes of this Schedule:

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

G2.1 The Province’s Responsibilities.  The Province 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 the Province 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.

G3.1 Recipient’s Responsibilities.  The Recipient is responsible for:

(a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
(b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
(d) 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 the Province of the details of the same;
(e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
(f) 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;
(g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
(h) 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;

(i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;

(j) 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;

(k) Answering any reasonable questions to the extent of the Recipient’s ability and receiving comments from the Aboriginal Groups, notifying the Province 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;

(l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province’s request;

(m) Subject to section G3.1(o) of this Schedule “G” of this Agreement, 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 the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

(n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;

(o) Complying with the Province’s direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and

(p) Providing in any contracts with Third Parties for the Recipient’s right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, 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.

G3.3 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 the Province:

(a) Provide to the Province, 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 the Province with complete and accurate copies of such records upon request;

(c) Provide the Province 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 the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
(e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;

(f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;

(g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and

(h) If applicable, advise the Province 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.

G3.4 **Recipient Shall Assist The Province.** The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province 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 the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 **No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule “G” of this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 **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 the Province 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, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 **Notices In Relation To Schedule.** All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C5 of Schedule “C” of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “H” FOLLOWS]
SCHEDULE “H”
COMMUNICATIONS PROTOCOL

H1 Application Of Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:
(a) Project signage
(b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
(c) Printed materials
(d) Websites
(e) Photo compilations
(f) Award programs
(g) Awareness campaigns

H2 Project Signage. The Province may require that a sign be installed at the site of the Project. Sign design, content and installation guidelines will be provided by the Province. If the Recipient installs a sign advertising the Project at the site of a Project, the Recipient will, at the Province’s request, provide acknowledgement of the provincial contribution to the Project in a manner to be prescribed by the Province.

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 the Province prior to installation. The maximum costs per sign will be:
(a) Two thousand two hundred fifty dollars ($2,250.00) for small signs; and
(b) Four thousand two hundred fifty dollars ($4,250.00) for large signs.

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.

H3 Media Events. The Province or the Recipient 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 the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:
(a) News conferences
(b) Public announcements
(c) Official events or ceremonies
(d) News releases

H4 Awareness Of Project. The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the
Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

**H5 Issues Management.** The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

**H6 Communicating Success Stories.** The Recipient agrees to communicate with the Province 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 the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province’s publication about the Project prior to making it.

**H7 Disclaimer.** If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province’s views.
SCHEDULE “I”
REPORTS

11 Reports. Reports shall include the following:

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Required Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contract Award Report</td>
<td>A Report including a resolution or other municipal document recognizing the awarding of the Project tender(s) by council for at least 70% of total Eligible Costs. This Report is required as part of the submission package for Milestone 2.</td>
</tr>
<tr>
<td>Revised Budget Report</td>
<td>A Report detailing forecasted total Eligible Costs at the time of tender award. The Recipient shall use the form provided by the Province. This Report is required as part of the submission package for Milestone 2.</td>
</tr>
</tbody>
</table>
| Progress Report                    | A Report providing an update on Project status. The Recipient shall use the form provided by the Province. This Report is required:  
                                          - twice a year by May 15 and October 15 for the Term of the Agreement or until the submission of Milestone 3; and  
                                          - as part of the submission package for Milestone 2. |
| Final Report                       | A report summarizing the Project’s outcome and status at Project Completion. The Recipient shall use the form provided by the Province, and must include a statement of final Eligible Costs which have been incurred and paid by the Recipient, as well as copies of invoices and/or payment certificates. This Report is required as part of the submission package for Milestone 3. |
| Other Reports                      | As may be directed by the Province from time to time, if any. |

[REST OF PAGE INTENTIONALLY LEFT BLANK – END OF AGREEMENT]
Rural Programs Branch

February 13, 2018

Thomas McCarthy, Acting Superintendent of Roads
Township of Lanark Highlands
PO Box 340, 75 George Street
Lanark, Ontario
K0G 1K0
tmccarthy@lanarkhighlands.ca

Dear Thomas McCarthy,

Re: Ontario Community Infrastructure Fund (OCIF) Top-up Application Component – 2017 Intake

I am pleased to inform you that the 2017 OCIF Top-up Application intake selection process is now complete and that the Replacement of the Galbraith Bridge Superstructure project has been selected for funding. Provided that the Township of Lanark Highlands enters into an Agreement, and subject to the terms and conditions of the same, the Province will provide the following:

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Maximum Provincial Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement of the Galbraith Bridge Superstructure</td>
<td>$495,000</td>
</tr>
</tbody>
</table>

At this time, we ask that you keep this information as confidential as possible, recognizing your need to obtain a council by-law, and refrain from any public communication activities (i.e. press releases, announcements, social media etc.) until ministry officials advise that a formal provincial announcement has been made.

Attached you will find a copy of your Contribution Agreement as well as a summary document outlining important additional information about your agreement. Please review both documents carefully. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

It is recommended that your council/board meet as soon as possible to authorize execution of the Agreement. As per Schedule “F” of the Agreement, the Province must receive two original signed copies of the agreement, as well as a by-law authorizing execution of the agreement by municipal/local services board representatives by no later than Friday March 9, 2018.
The by-law should reference the **Ontario Community Infrastructure Fund Top-up Application Component** and include the names of the designated signatories for the Agreement.

The designated signatories should sign both copies of the agreement on page 3. You will also need to insert the titles of the designated signatories and affix the corporate seal in the signature area.

Once completed, please return the two original signed and sealed copies along with a copy of the authorizing by-law via courier by no later than **Friday, March 9, 2018** to:

Ministry of Agriculture, Food and Rural Affairs  
Rural Programs Branch  
1 Stone Road West, 4NW  
Guelph, ON  
N1G 4Y2

An original copy of the Agreement will be returned to you by mail following execution by the Province.

The Province expects to provide funds pursuant to Schedule “F” in early Spring 2018. As per the program guidelines, since your community was successful under this intake, you will not be eligible to apply for the next top-up application intake.

Please note that your project may be subject to a quality assurance review by the ministry. If you are randomly selected, you will be required to provide, at a minimum, original invoices, proofs of payments and photographs of the work completed. Your project may also be selected for a site visit as part of this review.

Should you have any questions, please do not hesitate to call your Project Analyst, Stephen Hamblin, at (519) 826-3471 or Stephen.Hamblin@ontario.ca.

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,

Joel Locklin  
Manager, Infrastructure Renewal Programs  
Rural Programs Branch

Attachment:  
Agreement  
Important Information regarding your OCIF Agreement  
BuildON Infrastructure Sign Template Guide
**IMPORTANT INFORMATION REGARDING YOUR OCIF AGREEMENT**

**Project Description** - Please ensure the description of your project noted in Schedule “D” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. If changes to the project description noted in Schedule “D” are required, please contact your Project Analyst immediately to request a revision.

**Key Dates** - The dates noted on Schedule “F” are from your application. If you deviate from these dates, you may risk losing funding. Changes to these dates may be requested by contacting your Project Analyst. Please ensure the dates presented accurately reflect the timelines that you will:

1. Award your construction contract (if there are multiple tenders – the estimated date by which at least 70 per cent of the construction costs will be awarded).
2. Complete your project (this date should be when you are anticipating submitting your Final Report and other relevant documentation). As per the program guidelines, construction for all approved projects must be completed no later than December 31, 2019.

**Insurance** - Article A13 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, OMAFRA does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

**Aboriginal Consultation** - Schedule “G” outlines the Aboriginal Consultation requirements for the project. As noted in Schedule “G” any required Aboriginal Consultation must be complete prior to the start of any project construction work. A letter will be sent to you that outlines if you are required to consult with specific Aboriginal Groups on your project.

**Reporting** - Schedule “I” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding.

**Communications / Signage** - Schedule “H” outlines the communication requirements for the project. As noted in Schedule “H”, project signage is required to be installed no later than 60 days prior to the start of project construction and remain in place for no less than 60 days following project completion. All signs are to be completed and installed in accordance with the attached BuildON Infrastructure Sign Template Guide. Please ensure that you have used the “Communities” category as outlined on page 5 of the attached style guide. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor. If you have any questions regarding the signage guidelines, or are seeking approval of signage proofs, please contact Mark Ellsworth at Mark.Ellsworth2@ontario.ca or by phone at (416) 326-1124.
THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS

BY-LAW NO. 2018-1480

A BY-LAW TO EXECUTE AN AGREEMENT WITH THE ONTARIO COMMUNITY INFRASTRUCTURE FUND TOP-UP APPLICATION AGREEMENT FOR GALBRAITH BRIDGE SUPERSTRUCTURE REPLACEMENT

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

AND WHEREAS, Section 5 (3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality’s capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND 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, Lanark Highlands is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake the Project;

AND WHEREAS, Ontario approved The Township for funding to undertake the Project under the Application-Based Component of the Ontario Community Infrastructure Fund;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township enacts as follows:
1. GENERAL REGULATIONS

1.1 THAT, the Mayor and Clerk Administrator are hereby authorized on behalf of the Township of Lanark Highlands to execute the Ontario Community Infrastructure Fund – Application-Based Component Agreement for Replacement of Galbraith Bridge Superstructure, attached hereto as Schedule “A”.

2. ULTRA VIRES Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

3. EFFECTIVE DATE ENACTED AND PASSED this 6th day of March, 2018.

_______________________   _________________________________
Brian Stewart, Mayor   Allison Vereyken, Clerk Administrator
THE CORPORATION OF THE
TOWNSHIP OF LANARK HIGHLANDS
Committee of the Whole
March 6th, 2018
Report #PW 2018-03

Dust Suppression Tender Award

STAFF RECOMMENDATION(S)

“THAT, the 2017 Tender for Dust Suppression be awarded to Morris Chemicals at a cost of $0.2350/L.”

BACKGROUND
Calcium Chloride retains moisture for prolonged periods of time. This has two major impacts on roads: dust suppression and preservation of density. Proper application of calcium chloride is essential in lowering routine maintenance costs such as re-graveling. Application of Dust Suppressant typically occurs in June.

DISCUSSION
The Township does not divide the tender into areas for price optimization. Due to the distance suppliers have to travel to the Township there is no incentive for price cuts.

There are 215 estimated kilometres of road that require dust suppression. These are not only the highly travelled sections of road but also sections fronting on residences and corners that are more subject to wear than straight sections.

OPTIONS CONSIDERED

<table>
<thead>
<tr>
<th>Company and Product</th>
<th>Price Per Litre Excluding HST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Chemical</td>
<td>$0.2350</td>
</tr>
<tr>
<td>Denchem Surface Solutions</td>
<td>$0.2520</td>
</tr>
<tr>
<td>Da-lee</td>
<td>$0.3000</td>
</tr>
</tbody>
</table>

FINANCIAL IMPLICATIONS
Morris Chemical was awarded the Dust Suppressant tender last year at a cost of $0.2305/L. This represents a negligible cost increase over the previous year.

CONCLUSIONS
Staff recommends awarding the tender to the lowest bidder Morris Chemicals for maximum savings.

Prepared and Submitted By:                      Approved for Submission By:

Thomas McCarthy,             Allison Vereyken
Acting Superintendent of Public Works     Clerk Administrator