



AGENDA:

A REGULAR MEETING OF THE COUNCIL
OF THE TOWN OF ST. MARYS

Tuesday, March 1, 2016

6:00 P.M.

Council Chambers, Town Hall

Pages

1. CALL TO ORDER
2. DECLARATIONS OF PECUNIARY INTEREST
3. AMENDMENTS AND APPROVAL OF AGENDA

Motion:

THAT the March 1, 2016 Regular Council meeting agenda be accepted as presented.

4. DEPUTATIONS AND PRESENTATIONS

- 4.1 K. Linklater and J. McIntosh re: St. Marys Hospital Foundation 2016 Grant Request 7 - 7

Motion:

THAT the St. Marys Hospital Foundation 2016 Grant Request be approved.

- 4.2 C. Desmeules, S. Giustiza, J. Binder re: Council Primer on Affordable Housing 8 - 48

5. CORRESPONDENCE

- 5.1 C. Atlin, Chair, Library Board re: Per Capita Expenditures for the St. Marys Public Library 49 - 50

Motion:

THAT the correspondence from Cole Atlin, Chair - Library Board, be received.

- 5.2 Canadian Baseball Hall of Fame re: Future Use of McDonald House 51 - 51

Motion:

THAT the correspondence from the Canadian Baseball Hall of Fame and Museum regarding their future use of McDonald House be received.

- 5.3 Stratford & District Chamber of Commerce re: Business Gala and Awards Sponsorship Request 52 - 52

Motion:

THAT the correspondence from the Stratford & District Chamber of Commerce be received.

- 5.4 Correspondence from Ontario Municipalities

Motion:

THAT correspondence items 5.4.1 to 5.4.5 inclusive be received.

- 5.4.1 Town of Aurora re: OMB Jurisdiction 53 - 54

- 5.4.2 Town of Carelton Place re: OMAFRA Grant Scoring 55 - 56

- 5.4.3 Township of Oro-Medonte re: Municipal Freedom of Information and Protection of Privacy Act 57 - 58

- 5.4.4 Township of Wainfleet re: RFP for Wind Power Generation 59 - 60

- 5.4.5 Municipality of Bluewater re: Physician Recruitment 61 - 62

- 5.5 Public Correspondence re: Canadian Baseball Hall of Fame and Museum 63 - 84

Motion:

THAT the correspondence regarding the Canadian Baseball Hall of Fame and Museum be received.

- 5.6 Proclamation Request - St. Marys Piecemakers 85 - 85

Motion:

THAT Council for the Town of St. Marys proclaims April 17, 2016 to April 23, 2016 as "St. Marys Quilt Week".

6. CONSENT AGENDA

Motion:

That Consent Agenda Items 6.1 to 6.4 inclusive be adopted by Council.

- 6.1 Minutes - January 26, 2016 Regular Council Meeting 86 - 97

Motion:

THAT the minutes of the January 26, 2016 Regular Council meeting be approved and signed by the Mayor and the Clerk.

- 6.2 Minutes - February 2, 2016 Special Council Meeting (2016 Budget) 98 - 102

Motion:

THAT the minutes of the February 2, 2016 Special Council meeting (2016 budget) be approved and signed by the Mayor and the Clerk.

- 6.3 Minutes - February 9, 2016 Committee of the Whole Day 1 and Day 2 Combined Meeting 103 - 114

Motion:

THAT the minutes of the February 9, 2016 Committee of the Whole Day 1 and Day 2 combined meeting be approved and signed by the Mayor and the Clerk.

- 6.3.1 CAO 05-2016 – Canadian Baseball Hall of Fame and Museum Funding Request

Motion:

THAT Council refers the CBHFM funding request for business plan, financial plan, and legal due diligence and a report from staff.

- 6.3.2 DCS 02-2016 Child Care Funding Agreement with the County of Middlesex

Motion:

THAT Council authorizes the Mayor and Clerk to sign the agreement for Child Care Funding with the County of Middlesex.

- 6.3.3 Notice of Motion re: Recreation Task Force

Motion:

THAT staff be directed to prepare a Terms of Reference for a Recreation Task Force, with the purpose to make recommendations to Council on the scope of a Recreation Master Plan, and to investigate and make recommendations to Council on strategies to manage recreation costs and revenues; and

THAT staff report back to Council.

6.4	Minutes - February 16, 2016 Special Council Meeting (2016 Budget)	115 - 122
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Motion:

THAT the minutes of the February 16, 2016 Special Council meeting (2016 budget) be approved and signed by the Mayor and the Clerk.

7. FORMAL REPORTS

7.1	CAO 06-2015 Authorize OCIF Funding Agreement	123 - 168
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Motion:

THAT by-law 07-2016, being a by-law to authorize a funding agreement with the Province of Ontario for the Ontario Community Infrastructure Fund funding program, be approved, and

THAT the Mayor and the Clerk be authorized to sign the OCIF funding agreement.

7.2	CAO 07-2015 Extend Fire Dispatch Services Agreement	169 - 174
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Motion:

THAT by-law 08-2016, being a by-law to authorize an extension to the fire dispatch services agreement with the City of Stratford, be approved; and

THAT the Mayor and the Clerk be authorized to sign the agreement.

7.3	COR-06-2016 Early Learning Centre Proposed Relocation	175 - 183
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Motion:

THAT the Town proceed with the relocation of the Early Learning Centre to the Holy Name of Mary site; and

THAT staff be directed to negotiate an agreement with the Huron Perth Catholic School Board to relocate the Early Learning Centre services to Holy Name of Mary School; and

THAT staff report back on the options for selling 121 Ontario Street South as an option to fund the Town's portion of capital costs associated with the relocation, and include a discussion of the Heritage implications.

- 7.4 DEV 09-2016 Value for Service (Planning) 184 - 186

Motion:

THAT Staff be directed to prepare a Request for Proposal for Planning Services, and report back to Council with a recommended service provider.

- 7.5 PW 04 2016 Queen Street Reconstruction Budget Update 187 - 191

Motion:

That Council approves the new restated budget and funding structure for Queen St. Downtown reconstruction.

- 7.6 2016 Draft Capital and Operating Budget - Updated Budget Summary 192 - 200

Director of Finance J. Brown will provide a verbal report regarding the updated budget summary.

Motion:

THAT the 2016 Draft Capital and Operating Budget updated budget summary be received.

8. EMERGENT & UNFINISHED BUSINESS

9. NOTICE OF MOTIONS

None received.

10. BY-LAWS

- 10.1 By-Law 07-2016 Authorize Agreement with the Province of Ontario 201 - 201

Motion:

THAT By-Law 07-2016, being a by-law to authorize an agreement with the Province of Ontario, be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

- 10.2 By-Law 08-2016 Authorize Agreement with the City of Stratford 202 - 202

Motion:

THAT By-Law 08-2016, being a by-law to authorize an agreement with the City of Stratford, be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

11. UPCOMING MEETINGS

Public Meeting 2016 Budget - March 8, 2016, 7:00 pm, Town Hall Auditorium

COTW Day 1 and 2 Combined - March 15, 2016, 5:30 pm, Council Chambers

Regular Council Meeting - March 22, 2016, 6:00 pm, Council Chambers

12. QUESTION PERIOD

(Inquiries during the question period shall be directed by the public to Council members and shall deal with matters specific to Agenda business. A maximum of two (2) minutes per person is allotted for questions, and the maximum time allotted for the Question Period as a whole is fifteen (15) minutes. Each inquiry made during the question period shall be recorded in the minutes and the minutes shall note whether the inquiry was answered or requires an answer at or before the next meeting.)

13. CONFIRMING BY-LAW

203 - 203

Motion:

THAT By-Law 09-2016, being a by-law to confirm the proceedings of Council on March 1, 2016, be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

14. ADJOURNMENT

Motion:

That this meeting of Council adjourn at __ p.m.

ST. MARYS MEMORIAL
HOSPITAL FOUNDATION

Care to Give - Give to Care

February 22, 2016

The Town of St. Marys
175 Queen Street East, Box 998
St. Marys, ON N4X 1B6

Dear Town of St. Marys Mayor & Council Members,

On behalf of the St. Marys Memorial Hospital Foundation, we kindly request your contribution of \$50,000.00. This annual request has made since the Wellness Centre was built in 2003.

These funds will be used to continue our efforts of retaining our talented family physicians. Annually, we contribute to the education of our physicians, providing our community with leading edge knowledge and teaching opportunities.

Additionally, these funds are used in St. Marys for upkeep and running of our healthcare facilities. These funds will not be included in our "Someone I Know" campaign.

The St. Marys Memorial Hospital Foundation was founded in 1992. We are a board of 11 committed volunteers with diverse backgrounds and skillset to steward the funds donated. We actively fundraise for the Health & Wellness of our community.

Thank you for your consideration,



John McIntosh, Board Chair
St. Marys Memorial Hospital Foundation

Town of St. Marys Municipal Council

Primer on Affordable Housing

Carole Desmeules

Director of Social Services and CEO, Perth and Stratford Housing Corporation
Servicing St. Marys, Perth County and the City of Stratford

Stephen Giustizia

Manager, Housing Services and Executive Lead of the Housing Development Corporation,
City of London

Judith Binder

Affordable Housing Consultant
Canada Mortgage and Housing Corporation

Key Messages

A SERVICE MANAGER PERSPECTIVES

- Some Key Elements of **The 10-Year Plan & Affordable Housing Needs 2014-2024**

What is Happening Now...

Funding

Planning & Development Incentives

New Local Municipal Tools

Community Engagement & Partnership

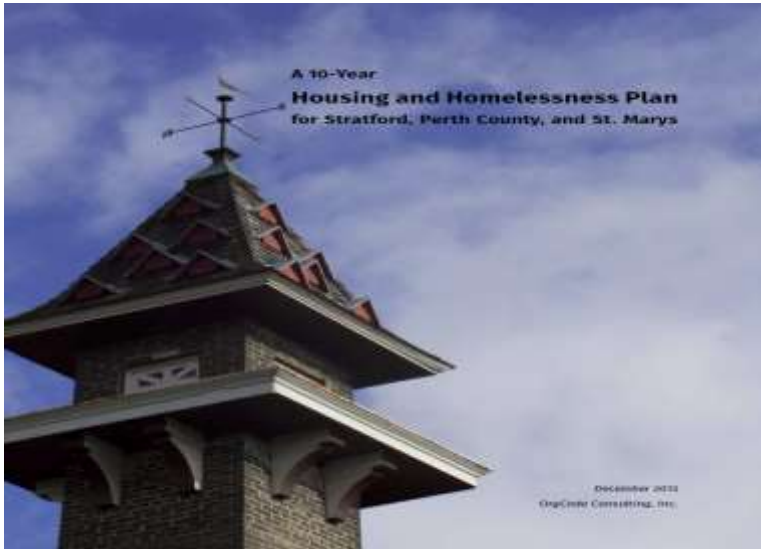
Example of Affordable Housing Projects in St. Marys & Service Area

A LOCAL GOVERNMENT PERSPECTIVES

- What It Is Not (Eg. 1960s Public Housing Development),
- What Makes Affordable Housing Different
- Understanding Need and Value
- Understanding the Tools
- Results and Long Term Plans



Affordable Housing Benefits the Entire Community

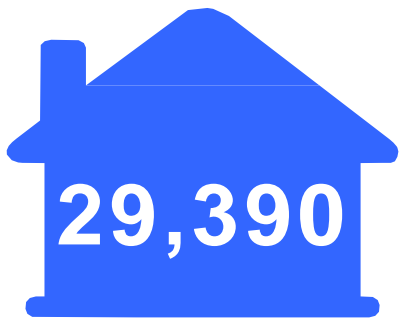


*“ A 10-Year Housing and Homelessness Plan for Stratford, Perth County and St. Marys”
2014-2024*

- **Economic development** and support economic vitality
- **Attracting & accommodating** a workforce
- Help **build a diverse** and **well-integrated** communities

WHAT IS AFFORDABLE HOUSING?

To be affordable, a household should not spend more **than 30 percent** of their gross income on shelter costs



Total Housing Stock

1,251

Social Housing Stock

663 Units owned by the
Perth & Stratford Housing
Corporation

- 499 Single units
- 164 Family units
 - 65 in St. Marys**
- One Co-op Housing
 - 24 Units RGI/30**
- Private Units **3**



Understanding need for St. Marys

Key demographic factors impact the housing needs

- Modest population growth **around 1%** as compared to Ontario 5.7%
- Changing demographic
- Smaller size households
- Aging Trends
More pronounced in St. Marys & City of Stratford
- Decreasing number of residents under 15 years old
- Income level are flattening
- **High percentage of working family earning less than \$60,000/year**
- **53% in Stratford and 42% in Perth County**



Housing Types

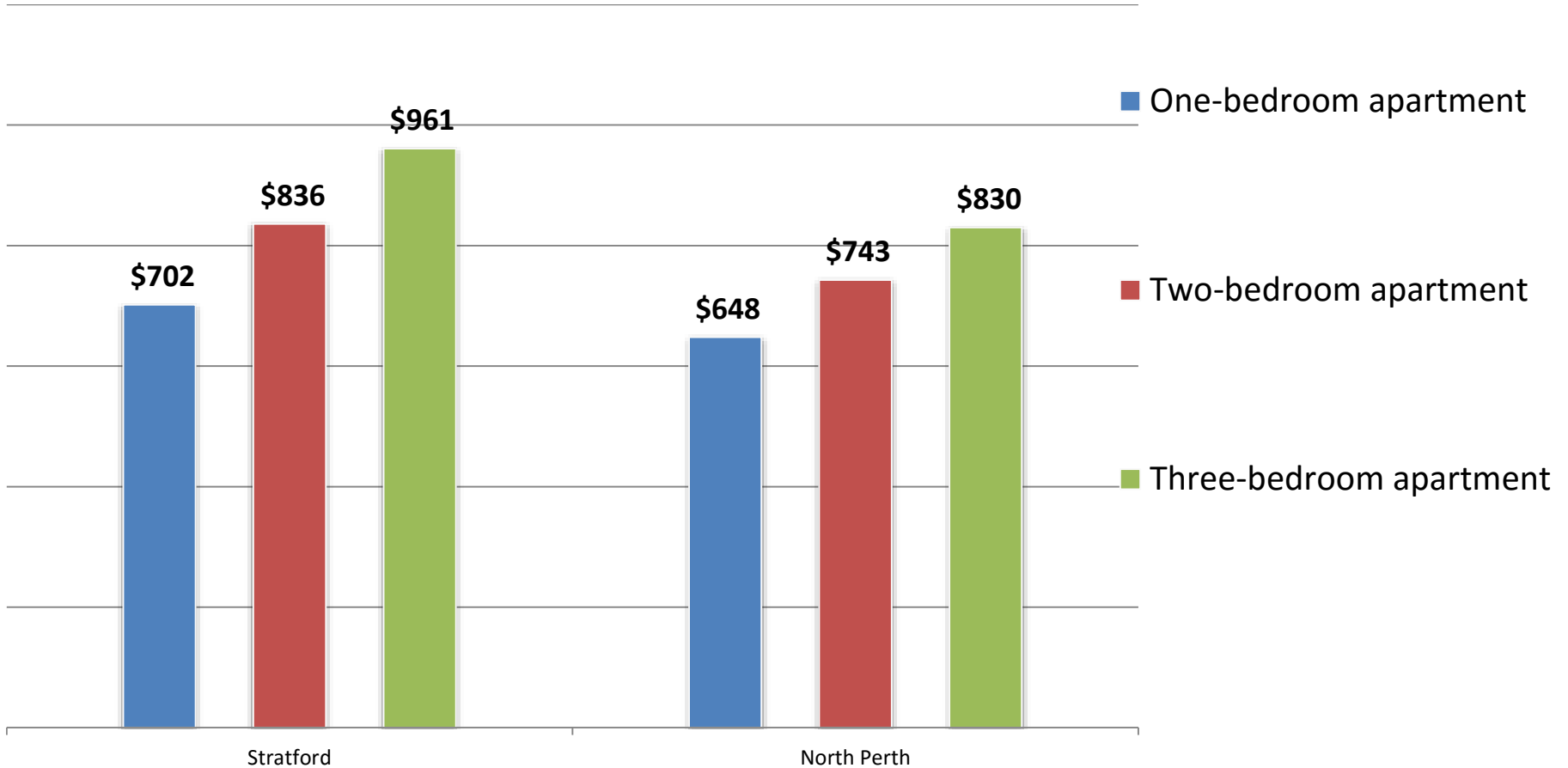
Stratford, St. Marys and Perth County

- Predominantly **single-detached**
- Percentage of **homeowners are higher**
- Most new development **at or above average market rent**
- **Static** or little development – New rental units
- **Limited stock** - Rental market is relatively small
- **Very low vacancy rates** - More demand for smaller units
- **Growing housing need** - especially single bedroom units, aging population, young family, accommodate work force



Key Housing Facts

Stratford, St. Marys and Perth County



Rental Costs 2015

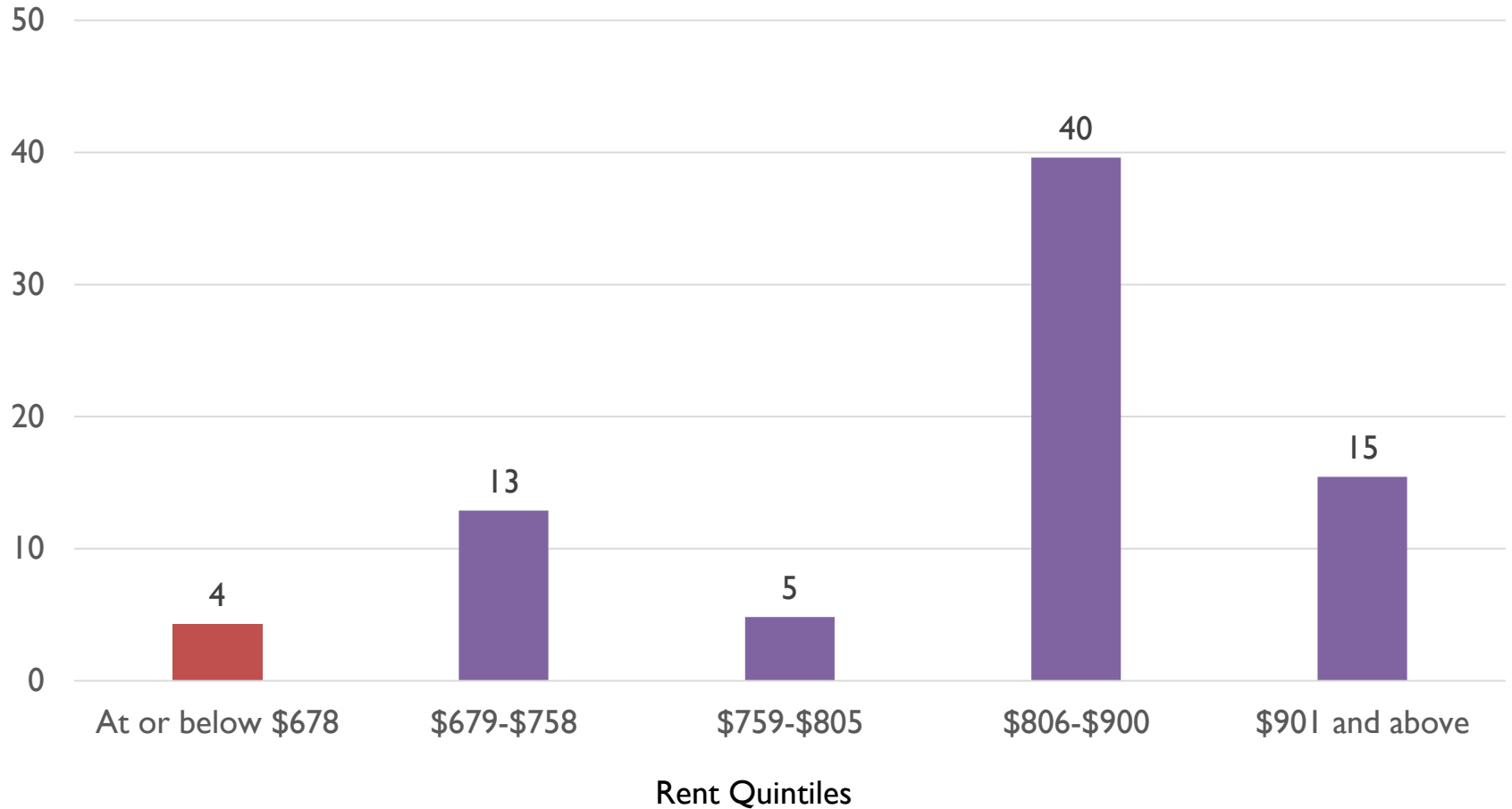
Utilities, tenant insurance, phone, internet **\$1,182³**



Key Housing Facts

Hardly Any Vacant Units in 1st Rent Quintile

Number of vacant rental apartments (Stratford)





Demand for Affordable Housing

Rental Rates

Almost a quarter of the area's renters spend **more than 30%** of their income on housing.³

Waiting List

2015, there were **183 on the waiting list** for social housing

- **9% to 12 % of the population fall in the low income based**

² CMHC, "Rental Market Report Ontario Highlights" Oct 2015 CMHC and Statistics Canada, "Core Housing Need."

³ A Living Wage , Social Planning Council p 13, 2015



Demand for Affordable Housing

Projected Housing Need 10-Year Forecast

	Current Units in Social Housing Portfolio	Number of NEW RGI and RGI PSH units		
		Scenario 1: "Catching Up"	Scenario 2: "Moving Forward"	Scenario 3: "Ideal"
Stratford	726	103	124	187
St. Marys	99	13	15	22
North Perth	133	42	51	77
Perth East	30	40	48	73
Perth South		13	16	24
West Perth	90	30	36	54
Rent Supplements	173			
Total	1251 ¹⁷	240	288	437



Funding & Municipal Incentives

Providing Affordable Housing under the Canada-Ontario Investment in Affordable Housing Program

2014 – 2020 -- \$ 3,342,100

- **Capital Component**
New and renovate
Loan - Home ownership
\$ 2,568,840
- **Operating Component**
Rent Supplements
\$773,260



Investment of \$800 million in Ontario
Provincial and Federal Governments



Funding & Municipal Incentives

Available funding 2017-20

Capital Stream	Year 1 2014-15	Year 2 2015-16 + Year 3 2016-17	Year 4 2017-18	Year 5 2018-19 + Year 6 2019-20	Total
Rental	\$230,000	\$1,101,030	\$529,945	\$567,865	\$2,228,840
Renovates	\$90,000		\$100,000	\$150,000	\$340,000
Total	\$320,00 St. Marys	\$1,101,030 Stratford	\$629,945	\$717,865	\$2,568,840



Funding & Incentives

Canada Mortgage & Housing Corporation

Seed Funding, Mortgage Loan, Insurance Flexibilities

IAH -- Federal & Provincial Funding \$800 million in Ontario

Municipal Incentives in 2015

New Multi Residential By-law to provide incentives for development of multi-residential for the City of Stratford.

This results in significant tax savings for **new multi-unit buildings**

They will be taxed at the residential rate.

**EXAMPLE OF AFFORDABLE HOUSING
PROJECTS IN ST. MARYS**

\$ 1,440,000

**Canada-Ontario Affordable Housing
Program 2009**

Completed and Occupied in 2011

Since 2011 – Taxes \$27,000 subsidy



**12 Affordable Housing units
as part of the Senior Citizens
Building**



14-16 Ingersol St. Marys

**Funded through Investment in Affordable Housing Program
Extension Rental**

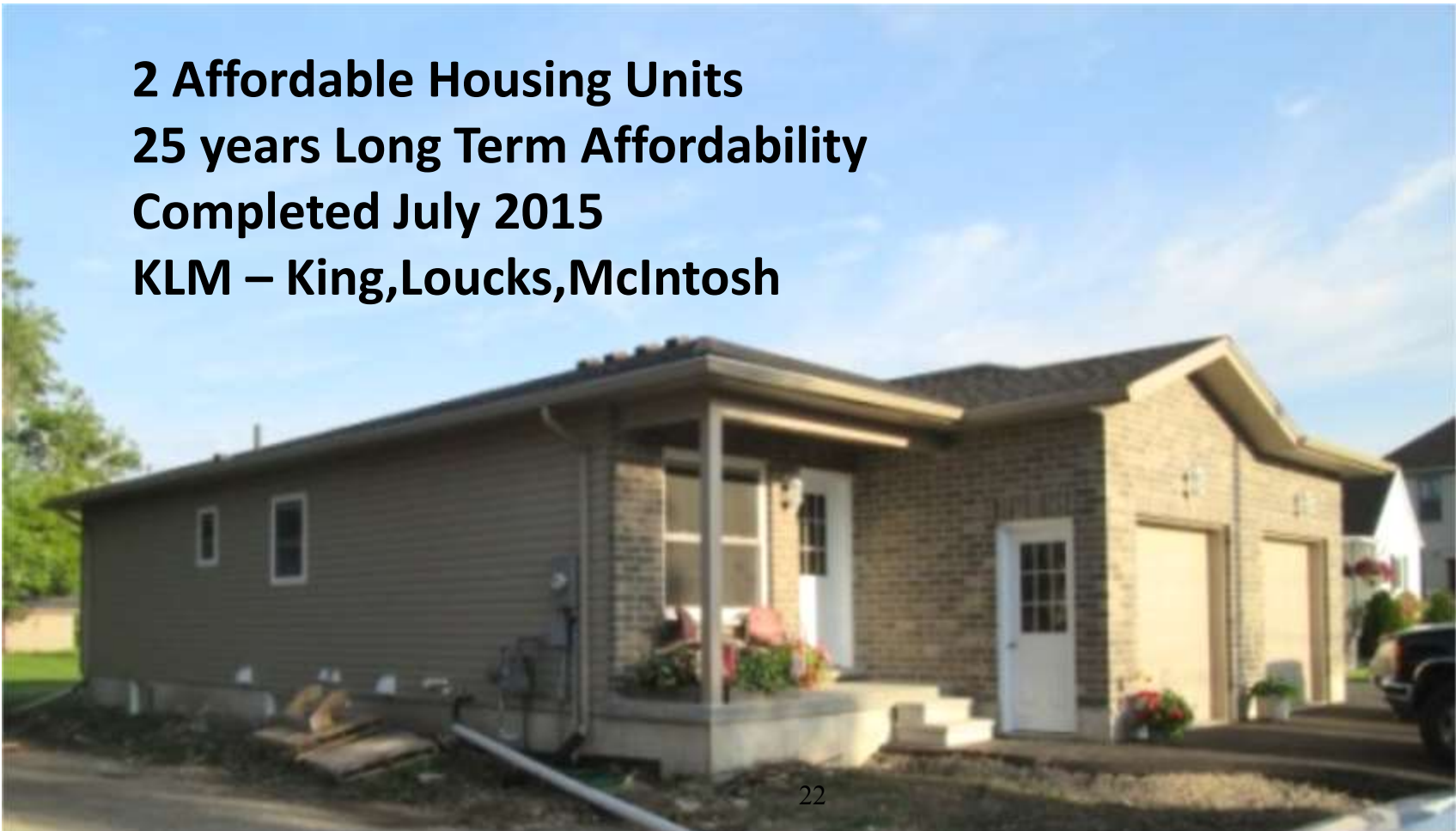
\$237,000 of funding provided

2 Affordable Housing Units

25 years Long Term Affordability

Completed July 2015

KLM – King,Loucks,McIntosh





3 Affordable Housing Units
Physically Accessible
Completed March 2015
\$90,780 of funding provided
Ontario Renovates
Long Term 25 years affordability
Partnership with
Community Living & KLM – King, Loucks, McIntosh

293 Queen Street West, St. Marys
Funded through Investment in Affordable Housing Program



431 St. Vincent Street, City of Stratford



- Funded \$1,101,030, 25 Years affordability - April 2016
- Total of 9 units of the 16 units (6-one bedroom units, 3-two bedroom units)



Town of St. Marys Municipal Council PRIMER ON AFFORDABLE HOUSING



Stephen Giustizia
March 1, 2016

A Local Government Perspective

**Not Show and Tell or
Preaching...**

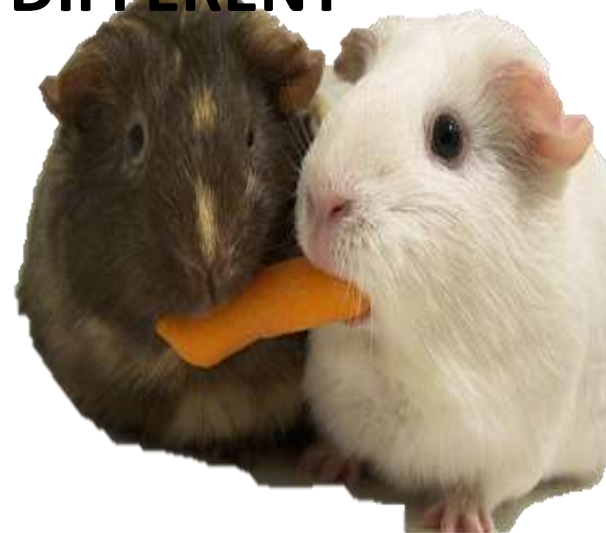
**CHANGING THE
DIALOGUE ABOUT
AFFORDABLE
HOUSING**



Informing the Conversation by Sharing... **CHANGING THE DIALOGUE ABOUT AFFORDABLE HOUSING**

Key Messages:

- **WHAT IT IS NOT (Eg. 1960s public housing development)**
- **WHAT MAKES AFFORDABLE HOUSING DIFFERENT**
- **UNDERSTANDING NEED AND VALUE,**
- **UNDERSTANDING THE TOOLS,**
- **RESULTS AND LONG TERM PLANS**



WHAT IT IS NOT

CHANGING THE DIALOGUE ABOUT AFFORDABLE HOUSING

From Cold Feet...

MANOR PARK: Neighbourhood will get say on design of repurposed school, Coun. Denise Brown says

Affordable housing divides residents



By Chip Martin, The London Free Press
Sunday, April 14, 2013 5:50:08 EDT PM



CHANGING THE DIALOGUE ABOUT AFFORDABLE HOUSING

Changing the Dialogue
Requires Patience,
Aligned Leadership,
Community Engagement,
and Understanding...

NEWS LOCAL

Neighbour on housing plan: 'I will hope for the best'

21



By Norman DeBono, The London Free Press
Sunday, April 28, 2013 10:55:00 EDT PM



CHANGING THE DIALOGUE ABOUT AFFORDABLE HOUSING

Understanding Impact and Value...

NEWS LOCAL

NEW LIFE

Plan could be way of the future ⁹



By Kelly Pedro, The London Free Press
Sunday, February 2, 2014 8:13:03 EST PM

NEW LIFE: Plan could be way of the future

From shut-down school to plenty of new homes

KELLY PEDRO
The London Free Press

For nearly 90 years, children played in its schoolyard, but as the children grew up and too few took their place, the Thames Valley District school board closed Manor and Highland Park public school.

But four years after it closed, the Tecumseh Ave. site could find new life as a two-storey apartment building, with 22 affordable housing units and three future homes that could result in children once more playing on the land.

With hundreds of Ontario schools closing in the years

ahead, it could be the shape of things to come as their great locations are eyed for housing.

The plan isn't off the ground yet — it goes for a public participation meeting before London city council's planning committee Tuesday.

But, overall, it's been met with community support, said Coun. Joni Baechler, who chairs planning committee.

"The community was wanting to have an in-fill project that fit adequately with respect to redevelopment and I think they saw this one as a reasonable fit," she said.

see SCHOOL | Page A7

Manor and Highland Park public school. (QMI Agency)



CHANGING THE DIALOGUE ABOUT AFFORDABLE HOUSING

**Tecumseh Place, Homes
Unlimited (former
Manor Park and
Highland School)**

**2015: IAH Project 22
Units**

REDEVELOPMENT



A plan for an affordable housing development on the site of the former Manor and Highland Park elementary school was endorsed by city council's planning committee.

School's out forever,
infill housing is in

WHAT MAKES IT DIFFERENT:

Cost: ~\$5m

Contribution: \$3m+ (F/P/M)

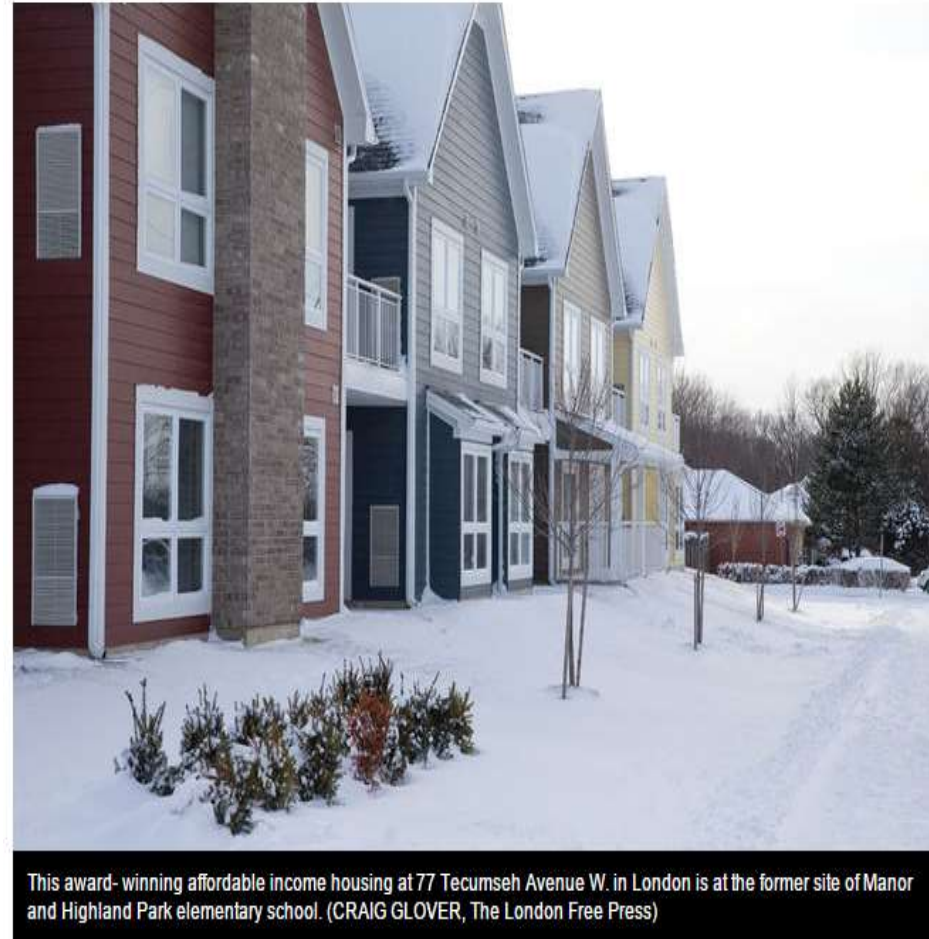
- 22 Units needed at below AMR
- Urban Design Award
- Adding value to community
- Long term affordability
- 22 units x 3 FTEs of skilled employment in construction
- Trades apprenticeships
- Repurposed “bluefield”
- Places where people want to live in and see
- 17 Habitat Homes (contributing to Tax Base)

NEWS LOCAL

Innovative design wins praise



By Patrick Maloney, The London Free Press
Thursday, February 11, 2016 10:57:08 EST PM



This award-winning affordable income housing at 77 Tecumseh Avenue W. in London is at the former site of Manor and Highland Park elementary school. (CRAIG GLOVER, The London Free Press)



UNDERSTANDING NEED:

Cities and Towns alike...

- Low Vacancy Rates
- Growing Population
- Growing Housing Need (especially single bedroom units)
- Development Opportunity
- Market Knowledge (local drivers, land, employment, trends)

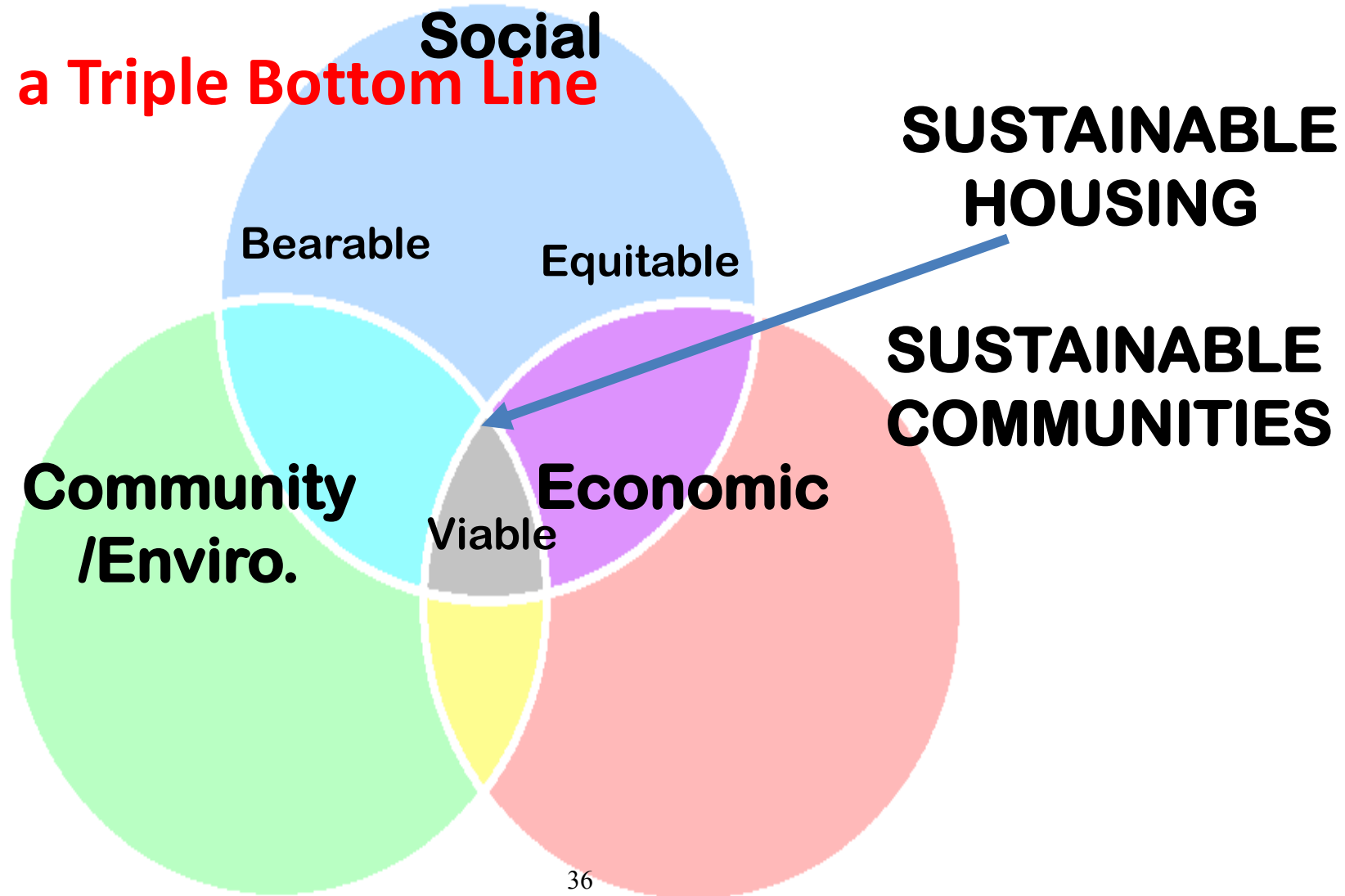
= Growing Need
Limited Stock
Market Readiness



UNDERSTANDING VALUE:

An Economic Driver

With a Triple Bottom Line



UNDERSTANDING VALUE:



THE FIRST 10 YEARS:

\$20 million of City funding incentivized projects

+ \$65 million in federal and provincial funding and

+ \$74 million in private equity and mortgages

1000 + UNITS OF NEW AFFORDABLE HOUSING
private developers, non-profit, co-operative

70% and 80% of average market rent
mixed density
infill community locations



THE TOOLS:

Before



COMMUNITY HOUSING VISION...

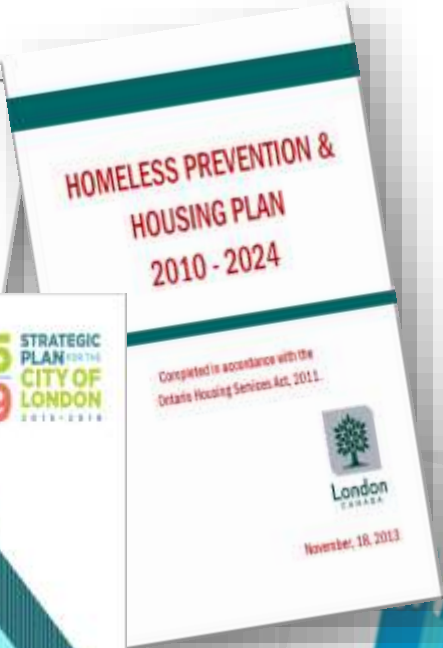
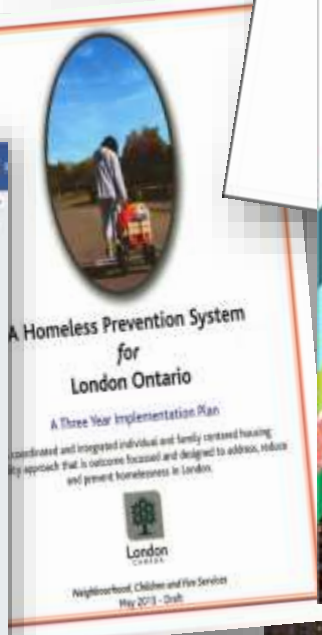
Housing that is safe, secure, and suitable to the needs of Londoners within their ability to pay.



After



THE TOOLS:



THE TOOLS:



Land



Financial Tools



**Community Engagement
and Aligned Plans**



**Planning,
Development,
and Incentives**



**Competencies
And
Governance**

RESULTS:

Telling the story...a different way



Downtown growth
= 4.5% (2006-12)
= Approx. 1800

296 Affordable
Units

400 units with Old East
Village

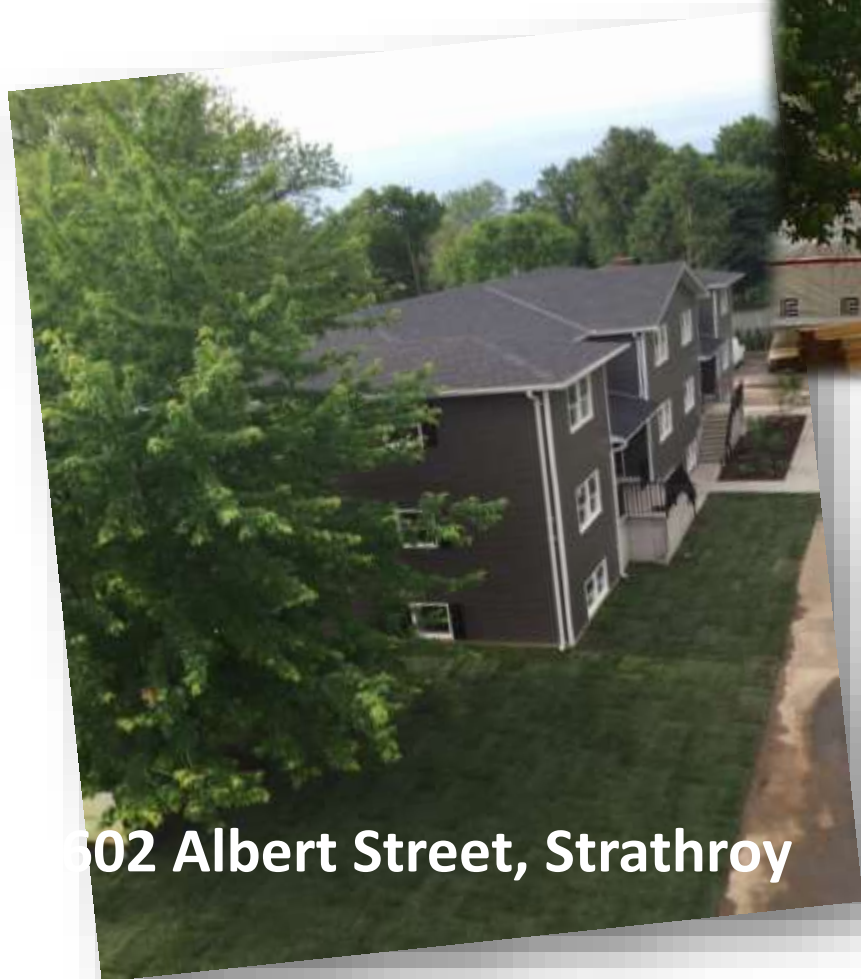
RESULTS:



RESULTS:



RESULTS:



602 Albert Street, Strathroy



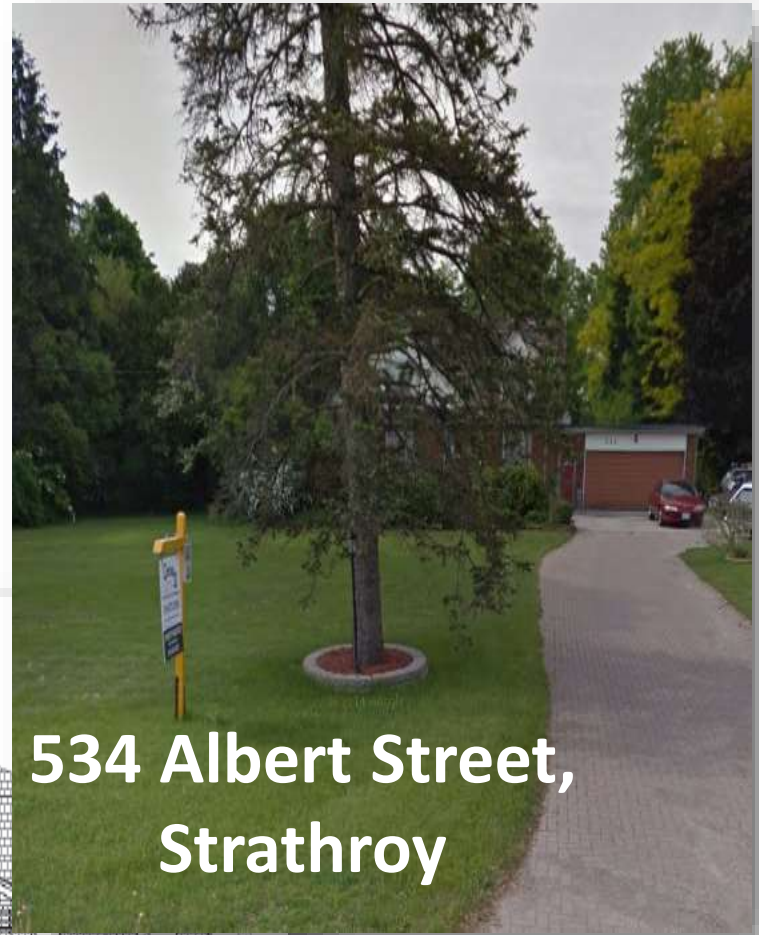
12 Affordable Units

RESULTS:

2514 Tokala Trail, London
Deaf Blind Services Ontario
5 Accessible Units



RESULTS:



**534 Albert Street,
Strathroy**



**21 Affordable Units
16 Units at Market**



Housing Development Corporation, London



Stephen Giustizia

City of London Manager, Housing Services & Executive Lead, HDC

519.661.2500 Ext. 2314

sgjustizia@london.ca www.housing.london.ca

"...where all members of the community have access to housing that is safe, secure, and suitable to their needs and ability to pay."

Carole Desmeules, M.Sc., MBA

Director of Social Services

CEO, Perth & Stratford Housing Corporation

cdesmeules@stratfordcanada.ca

519-271-3773 ext. 252

www.stratfordcanada.ca



Judy Binder

Canada Mortgage and Housing Corporation

jbinder@cmhc.ca

Telephone: 519-792-7794

100 Sheppard Ave E, Suite 300, Toronto, ON, M2N 6Z1

www.cmhc.ca

Affordable Housing: Our Passion. Our Commitment

Links to the 10-Year Housing and Homelessness Plan

<http://www.stratfordcanada.ca/en/insidecityhall/resources/10-Year-HHP-2014-Annual-Report.pdf>

2014 annual report of the 10-Year

<http://www.stratfordcanada.ca/en/insidecityhall/resources/10-Year-HHP.pdf>

Dear Mayor and Council,

Thank you once again for providing us the opportunity to present on Tuesday, February 2nd 2016. As always, your support is invaluable and the questions you brought forward were insightful. In particular, I wanted a chance to more fully address a question that Councillor Hainer brought forward regarding the average per capita library funding per municipality in the BMA Municipal Study 2015.

The amount of \$54 net costs per capita had never been presented to us, nor did it seem accurate. Therefore, I did some analysis to see how that number was generated. The BMA study compares St. Marys to 20 other municipalities under 15,000 in population. There are 7 municipalities on the list which appear not to fund libraries at all. This anomaly occurred because their libraries are part of a county system, but the analysis of the BMA did not appear to capture the costs. The error in these cases is likely a result of the Library budget being directly funded from the County's budget. For example, the Ingersoll Library, listed in the BMA study, is part of the Oxford County Library system, but transfers to the Library do not appear at all in the Town of Ingersoll's 2014 budget. However, Ingersoll does have a library that is open 7 days a week. Statistically, the inclusion of these "no cost" libraries skews the median drastically and provides an inaccurate portrayal of the costs of library services. Therefore, only 14 municipalities are comparable and their average is \$ 50 per person- \$4 less than St. Marys' level of \$ 54 in 2014, with St. Marys being 8% higher on that basis.

However, St. Marys is the only separated town on the list. The other three- Smith Falls, Gananoque and Prescott- are not considered. Therefore, the rest of the communities are county systems and the population served data relates to the towns with rural townships added to their populations. For St. Marys to be comparable you would need to add the portion of the Perth South population that St. Marys serves. Perth South's contracted contribution is included within the revenues that generate the overall expenditure, but their population is not included within the calculation. Perth South assigns approximately half its library support to St. Marys, so on a similar basis, half the population should be added to the St. Marys population data. Per the FIR, the St. Marys population data shows 6,156 and half the Perth South population is 1,997. Therefore, the total population served should be revised to 8,153. If you take the net expenditure of \$ 333,584 and divide by the combined pop of 8,153 then the cost per person is \$ 40.91, about \$9 less than the average of the 14 comparable municipalities. I have emailed BMA to ask for some clarification on their methodology because it seems irresponsible and unrepresentative.

The BMA study appears to be fraught with statistical error and may not be a particularly useful measure for determining the sufficiency of library funding. St. Marys Public Library is a member of the Southern Ontario Library Service (SOLS) and the Ontario Libraries Association (OLA). The province gathers useful data for libraries including on comparative funding and their data is a more accurate representation of costs. This information can be found on the Government of Ontario website here: <https://www.ontario.ca/data/ontario-public-library-statistics> . If you'd like further clarification of how these statistics are compiled and used by the Province and

SOLS, please do not hesitate to contact Library CEO Shannan Sword at ssword@town.stmarys.on.ca or 284-3346 x723.

In conclusion, I appreciate Councillor Hainer's question as it provided me the opportunity to clarify our financial position. I welcome any questions and I encourage you to visit our beautiful Carnegie library.

Sincerely,

Cole Atlin
SMPL Chair
PhD Candidate
MSL, MA, HBE

Cell: 226-921-4266



THE CANADIAN BASEBALL HALL OF FAME AND MUSEUM
LE MUSÉE ET TEMPLE DE LA RENOMMÉE DU BASEBALL CANADIEN

February 1, 2016

Dear Mayor Strathdee and St. Marys Council

Further to your request and to previous discussions we have had with the Heritage Committee and the McDonald House Task Force, we confirm that the Hall of Fame and Museum does not have any intended future use of the McDonald House.

We continue to be interested and available to assist with discussions about its future use.

Thank you.

Scott Crawford
Director of Operations

cc: Board of Directors Canadian Baseball Hall of Fame and Museum

February 3, 2016
Attention Mayor Al Strathdee
St Marys Town Hall
PO Box 998
St Marys, ON N4X 1B6


Dear Mayor Strathdee,

As a follow-up to our recent conversation, I am writing to discuss our desire to increase our collaboration with the Town of St Marys in the year ahead. We greatly value the membership of St Marys businesses and believe that we are all stronger together. We would love to spend more time in St Marys this year, and in turn to have you better represented at our events.

As you know, each year we host the annual Business Excellence Awards Gala. We are excited to say that May 5th, 2016 will mark our 20th Anniversary of the gala. Each year the City of Stratford is one of our event partners and Mayor Dan Mathieson is invited to bring greetings on behalf of the city. We would like to extend an invitation to the Town of St Marys to also be one of our partners in this event. A Gold partnership at \$1600 includes the opportunity to bring greetings on behalf of the town, recognition with a 200 word write-up in our souvenir program, recognition in all promotional material (including a post-gala recap in the paper) and on signage and a Powerpoint presentation at the gala. You will also receive 4 tickets for you and three representatives to attend the gala.

At the Stratford & District Chamber of Commerce we are committed to being the voice of business by championing economic prosperity and an exceptional quality of life in the Town of St Marys. I look forward to your response, preferably by Wednesday February 10th if possible.

Sincerely looking forward to working with you,



Brad Beatty
General Manager

Stratford & District Chamber of Commerce
Fax# 273-2229 E-Mail: info@stratforddistrictchamber.com

In Business
For Business
SINCE 1860



Legal & Legislative Services
Stephen M.A. Huycke
905-726-4771
shuycke@aurora.ca

Town of Aurora
100 John West Way, Box 1000
Aurora, ON L4G 6J1

February 2, 2016

The Honourable Kathleen Wynne, Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

DELIVERED BY E-MAIL TO:
kwynne.mpp.co@liberal.ola.org

Dear Premier:

Re: Town of Aurora Council Resolution of January 26, 2016
Re: Motion (a) Ontario Municipal Board Jurisdiction

Please be advised that this matter was heard by Council at its Council meeting held on January 26, 2016, and in this regard Council adopted the following resolution:

WHEREAS the Town of Aurora spends an incredible amount of resources and taxpayer money developing an Official Plan; and

WHEREAS the Town's Official Plan is ultimately approved by the Province; and

WHEREAS it is within the legislative purview of Municipal Council to approve Official Plan amendments or Zoning By-law changes that better the community or fit within the vision of the Town of Aurora Official Plan; and

WHEREAS it is also within the legislative purview of Municipal Council to deny Official Plan amendments or Zoning By-law changes that do not better the community or do not fit within the vision of the Town of Aurora Official Plan; and

WHEREAS planning decisions may be appealed to the Ontario Municipal Board ("OMB"), an unelected, appointed body that is not accountable to the residents of Aurora; and

WHEREAS appeals of OMB decisions are limited to questions of law, not the findings of facts in a case; and

WHEREAS all decisions—save planning decisions—made by Municipal Council are similarly only subject to appeal by judicial review and such appeals are limited to questions of law;

The Honourable Kathleen Wynne, Premier of Ontario
Re: Town of Aurora Council Resolution of January 26, 2016
February 2, 2016
Page 2 of 2

NOW THEREFORE BE IT HEREBY RESOLVED THAT Aurora Town Council requests the Government of Ontario to limit the jurisdiction of the OMB to questions of law or process; and

BE IT FURTHER RESOLVED THAT that the Government of Ontario be requested to require the OMB to uphold any planning decisions of Municipal Councils unless they are contrary to the processes and rules set out in legislation; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to The Honourable Kathleen Wynne, Premier of Ontario, The Honourable Ted McMeekin, Minister of Municipal Affairs and Housing, Mr. Patrick Brown, Leader of the Progressive Conservative Party, Ms. Andrea Horwath, Leader of the New Democratic Party, and all Members of Provincial Parliament (MPPs) in the Province of Ontario; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

The above is for your information and any attention deemed necessary.

Yours truly



Stephen M. A. Huycke
Town Clerk

SMH/lb

Copy: The Honourable Ted McMeekin, Minister of Municipal Affairs and Housing
Mr. Patrick Brown, Leader of the Progressive Conservative Party
Ms. Andrea Horwath, Leader of the New Democratic Party
All Members of Provincial Parliament in Ontario
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities

Corporation of the Town of Carleton Place

175 Bridge Street, Carleton Place, ON K7C 2V8 Phone: (613) 257-6200 Fax: (613) 257-8170



February 10th, 2016

Hon. Jeff Leal
Minister of Agriculture, Food and Rural Affairs
11th Floor
77 Grenville Street
Toronto, ON
M7A 1B3

We were very disappointed with the rejection of our two recent applications for infrastructure funding and, as you can see from the attached motion, our Council is asking that use of the current scoring indicators be discontinued.

Municipalities that have significant debt and few reserves have not planned to maintain their infrastructure. Awarding a high score to a municipality with a low net financial asset per household just encourages continued poor planning.

Also, we note that the scoring indicators for a municipality are not likely to change anytime soon meaning that the same municipalities will continue to score well and qualify repeatedly for funding.

By copy of this letter, we ask other municipalities and groups to support our request that all future infrastructure funding be distributed to all municipalities utilizing a fair and equitable formula.

Yours truly

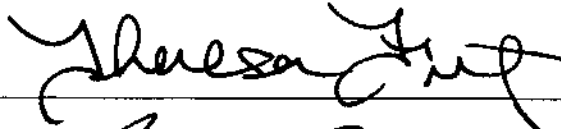
Louis Antonakos, Mayor
613-257-6206
lantonakos@sympatico.ca
info@carletonplace.ca

**TOWN OF CARLETON PLACE
127th COUNCIL**

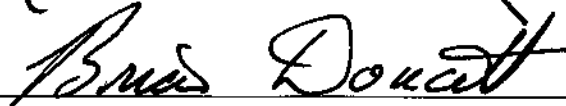
Motion No. 5-127-05

Communication 127026

Moved by _____



Seconded by _____



WHEREAS the Province of Ontario recently scored applications for two major infrastructure programs, the Small Communities Fund (SCF) and the Ontario Community Infrastructure Fund (OCIF) and ranked municipalities based on their economic conditions and fiscal situations;

AND WHEREAS some of the indicators used to score municipalities actually penalize a municipality that has planned for future infrastructure needs by establishing financial reserves;

AND WHEREAS municipalities have little ability to alter their circumstances and improve their score or ranking;

NOW THEREFORE BE IT RESOLVED that the Town of Carleton Place hereby calls upon Minister Jeff Leal to discontinue the use of the current evaluation criteria that penalizes municipalities that plan to maintain their infrastructure and instead distribute all future infrastructure grants to all municipalities utilizing a fair and equitable formula.

Carried February 9th, 2016



Louis Antonakos, Mayor

December 14, 2015

Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON M5G 2E5

Attention: The Honourable Ted McMeekin, Minister



Dear Minister McMeekin,

Re: Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

The Council of the Township of Oro-Medonte, at its Council meeting held on December 9, 2015, passed the following motion with respect to the above-noted matter:

"Whereas the Council of The Corporation of the Township of Oro-Medonte recognizes that pursuant to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), it has an obligation to provide a right of access to the public to information under its control, with limited and specific exemptions and to protect the privacy of individuals with respect to their personal information held by the Township;

And Whereas Ontario Regulation 823 issued under MFIPPA sets out the fees that may be charged to and collected from those persons making a request for access to records;

And Whereas the amount of the fees set out in Ontario Regulation 823 were established over 20 years ago and have not been updated and do not reflect anywhere near the actual costs incurred;

And Whereas such fees do not cover the actual costs incurred in responding to requests for information and for providing access to records in accordance with the provisions of MFIPPA;

And Whereas in the last year the Township has incurred almost \$60,000 in net costs, including for computer forensic assistance and for legal advice, in responding to requests and in simply issuing fee estimates for access to requested records;

And Whereas after considerable staff time and costs incurred to issue various fee estimates for access to requested records, 3 fee estimates were appealed to the Information and Privacy Commissioner of Ontario, pursuant to MFIPPA, and the requester subsequently chose not to proceed with the appeals and chose to not proceed with any of the 3 requests;

Re: Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
Page 2

And Whereas in such situations there is no mechanism in MFIPPA or in Ontario Regulation 823 that would allow the Township to recover any of the substantial fees incurred, leaving such costs as a burden to the Township's taxpayers;

Now Therefore, the Council of The Corporation of the Township of Oro-Medonte resolves that correspondence, under the Mayor's signature, be forwarded to the Minister of Municipal Affairs and Housing to request a review and update of the fees provisions in MFIPPA and in Ontario Regulation 823 to ensure that they are more reflective of current and actual costs incurred in responding to requests for access to requested records and to ensure they include provisions for the collection of all or part of the costs involved in preparing fee estimates for requesters;

And Further That such letter be circulated to County of Simcoe, Cities of Barrie and Orillia, Simcoe County Municipalities, all other Ontario Municipalities, Patrick Brown, Simcoe North MPP, the Association of Municipalities of Ontario and the Association of Municipal Managers, Clerks and Treasurers of Ontario for their support."

Sincerely,

A handwritten signature in black ink, appearing to read 'H.S. Hughes', written in a cursive style.

H.S. Hughes, Mayor

/mjb



Township of Wainfleet

"Wainfleet - find your country side!"

February 4th, 2016

VIA EMAIL

Honourable Kathleen Wynne
Premier and Minister of Agriculture and Food
111 Wellesley Street West Room 281
Toronto ON M7A 1A1

RE: Resolution Requesting that Ontario Cancel RFP for Added Wind Power Generation

Dear Premier Wynne,

Please be advised that the Council for the Township of Wainfleet, at its meeting held on January 26th, 2016, passed the following resolution:

WHEREAS the Independent Electrical System Operator, under Ministerial Directive, issued an RFP for additional renewable energy generation including 300 MW of wind generation and is considering issuing further RFPs for 2016;

AND WHEREAS the December 2015 Auditor General's report confirmed that Ontario is generating surplus electricity with capacity increasing by 19% in the last 8 years while demand fell by 7.5% in the same period. Additional capacity is not required at this time;

AND WHEREAS the Auditor General also reported that the existing Feed In Tariff (FIT) contracts mean that Ontario power consumers will pay a premium of \$9.2 billion for renewable power with wind power pricing that is double the prices paid in other jurisdictions;

AND WHEREAS the Ontario Chamber of Commerce reports that the escalating price of electricity is undermining their members' capacity to grow, hire new workers, and attract investment, and that Ontario's electricity costs are among the highest in North America, making the province uncompetitive for business growth;

AND WHEREAS adding wind to Ontario's grid drives CO₂ emissions higher. The Ontario Society of Professional Engineers estimated that wind with natural gas backup produces base-load electricity at about 200 grams of CO₂ emissions/kWh compared with the current system average level of 40 grams CO₂ emissions/kWh;

AND WHEREAS Nature Canada reports that wind power facilities have a substantial negative impact on endangered species including migrating bats and birds as well as destroying habitat for species at risk;

AND WHEREAS wind power is an intermittent source of electricity generation meaning that it cannot be used to replace dependable generating capacity without natural gas as a back-up;

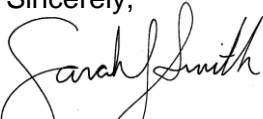
NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Wainfleet requests:

1. That the Province of Ontario exercise its rights in Section 4.13 (12) of the current LRP I RFP to 'cancel the process at any stage and for any reason' and not issue any new wind generation contracts;
2. That the Province of Ontario hold off any further renewable procurement process until the capacity is actually required and focus on sources that will actually reduce carbon emissions;
3. That the IESO review the outstanding FIT contracts that have not achieved 'Commercial Operation', and vigorously enforce the terms of the FIT contract with a view to eliminating further expensive wind generation capacity being added to the grid.

Council has requested that a copy of this resolution be forwarded to all 444 municipalities in Ontario for their endorsement and support, as well as to local MPP's, the Progressive Conservative Party of Ontario and the Ontario NDP.

On behalf of Council, thank you for your consideration of this request.

Sincerely,



Sarah Smith
Acting Clerk

cc: Honourable Bob Chiarelli, Minister of Energy
Patrick Brown, Leader of the Ontario Progressive Conservative Party
Andrea Horwath, Leader of the Ontario NDP
Tim Hudak, MPP Niagara West – Glanbrook
Cindy Forster, MPP Welland
Ontario Municipalities

February 19, 2016

Kathleen Wynne, Premier of Ontario
VIA – Email

Dear Premier Wynne,

Please be advised that the Council of the Municipality of Bluewater passed the following motion at their Council meeting on February 16, 2016:

Moved by Councillor Zimmerman, seconded by Councillor Hill that:

Whereas Ontario's growing and aging population is putting an increasing strain on our publicly-funded health care system;

And Whereas since February 2015, the Ontario government has made an almost 7% unilateral cut to physician services expenditures which cover all the care doctors provide to patients – including cuts to programs which are specifically designed to act as incentives for physicians to practice in rural areas:

And Whereas the decisions Ontario makes today will impact patients' access to quality care in the years to come and these cuts will threaten access to the quality, patient-focused care Ontarians need and expect:

And Whereas Ontario is experiencing a growing rural population as retirees move to the countryside;

And Whereas many rural municipalities in Ontario have formed physician recruitment and retention committees and strategies to deal with the reality of physician retirements and shortages;

And Whereas rural areas in Ontario are already at a distinct disadvantage in recruiting family physicians due to a number of factors;

Now Therefore Be It Resolved that the Council of the Municipality of Bluewater hereby requests that the Minister of Health and Long Term Care reinstate incentives for physicians to practice in rural areas of Ontario, and that the minister return to the table with Ontario's doctors and work together through mediation-arbitration to reach a fair deal that protects the quality, patient-focused care Ontario families deserve;

And Be It Further Resolved that copies of this resolution be sent to the Premier of Ontario, the federal and provincial Ministers of Health, the Ontario College of Physicians and Surgeons, and all municipalities in Ontario. Carried.

If you require any further information, please do not hesitate to contact me.

Kind Regards,



Charlene Overholt
Manager of Corporate Services/Clerk

**REPORT TO MAYOR AL
STRATHDEE ON THE CANADIAN
BASEBALL HALL OF FAME
REQUEST FOR FUNDING**

John Leberg CM

GENERAL THOUGHTS

JOHN LEBERG CM

I am not a lover of blood sports such as hockey, football and politics but I love baseball. It is a game, which requires exceptional drive and skill. I admire the professionals who play the game because of their relentless drive to seek perfection in their chosen profession.

I have served Capital Projects in a variety of capacities. In the 1970's I was on the Building Committee for the Centre in the Square in Kitchener. In the 1980's I was Client Rep for the Canadian Opera's Tannenbaum Centre and I was involved the original plans for Toronto's Ballet/Opera House. In Detroit I was the Managing Director for the MOT when they built the opera house in downtown Detroit. I am very aware of how to put together presentations for the private and public sectors as well as preparing capital and operating budgets.

I must confess that I find the proposal from the CBHF very light in detail, and full of platitudes and general assumptions. This type of presentation will not stimulate much confidence from funding bodies.

THE AMERICAN GAME

The CBHFM supports an essentially American game with players being drawn from the USA, the Far East and Latin America. Canadians players participate, but only to a minor degree. Essentially the Museum celebrates what used to be known as Americas national pastime. The question for Canadian taxpayers is whether our tax dollars should be used to publicize an American commercial game and enterprise. That being said I cannot see the educational value of the museum. While there is no doubt that the playing fields are excellent and by using them, children can learn the fundamentals of the game, but the history itself can be best acquired from Ken Burns ambitious series called BASEBALL. In fact Mr. Burns has said that if you want to understand American history watch his three epic programs, THE CIVIL WAR, BASEBALL and JAZZ. I do not believe that the museum will make a significant cultural or historical impact that relates to Canadian life.

It seems to me that the greatest impact the museum can generate will be in support of the Toronto Bluejays with a spin off to Rogers TV. Both are totally commercial enterprises and pay little attention to Canadian culture. It should be noted that the Bluejays did not rehire Alex Anthopoulos, the bilingual Canadian citizen and very successful GM of last year's championship team. They replaced him with an American from a second tier professional team in Cleveland. So much for Canadian content! The CBHF should be talking to Rogers and become one of the arms of Rogers/Bluejays conglomerate.

IS THE CBHF A STRATEGIC PRIORITY?

We should consider the relationships that exist within all Essential Service areas that can contribute to the overall health of our community. The services listed below are of benefit to the majority of residents in the Town of St. Marys and should be considered as a level 1 priority. These services should be beneficial to the physical health and safety of the users and to the cultural climate of the community. The services that fall into this category are the hospital and clinic, Fire Department, roads and property maintenance, The Friendship Centre, the PRC, the Library and Museum. In my opinion most St. Marys residents would regard the CBHFM of lesser benefit and interest. The annual operating costs that the CBHF wish to be funded by the Town are equivalent to the annual operating costs for the Museum or 50% of the annual costs of the library. Library services intersect with things like retention and graduation rates, teaching, learning, research, accreditation, and other pieces of the overall mission of our Town. The Museum is the repository of the Town's history and fulfills a vital educational and cultural need. On the other hand, the CBHFM is a commercial enterprise, which celebrates an American cultural establishment. While it does have some tourist value it does not fulfill the definition of community culture, recreation, safety, education and health to make it a level 1 priority.

THE INVESTMENT

There is no breakdown of the costs for the New Pavilion, Loop Trail or the 7100 sq ft Program and Visitor Center. The total cost is \$6.36 million. I should imagine that the

bulk of the funds would be used on the Museum. Based on the costs of 7100 sq ft and \$636 million the cost per square ft is almost \$900.

How Much Does It Cost To Build A New House These Days? (Toronto Real Estate Board)

Building professionals face this question every day, and the answer is usually not what the client wants to hear.

For a client base which is middle to high-end, the figures start at around **\$120 per square foot**, but it can go sky high from there.

Even if the CBHF Museum represented 50% of the \$6.3 million, the per foot costs greatly exceed the per foot cost of building a home in Toronto.

RETURN ON INVESTMENT

CBHF maintains that there will be \$6 million spent annually in town. That means the inflated annual attendance of 58,000 attendees annually will spend approximately \$105 each time they visit the Hall. This suggests that everyone who attends will require accommodation and food. However many of these attendees are local or from the nearby vicinity so it is unlikely they will need accommodation or even a meal. This estimate is unrealistic and should be reviewed by the Consultants. They also suggest that the Town will have a capital asset of \$5 million. I was not aware that the Town owned the CBHF or was responsible for its financial well-being. No public administration should be in the entertainment business. I would suggest that the Town does not have a \$5 million capital asset and certainly does not want to be responsible for this type of asset. They also make an assumption that there will be 4.5 new permanent jobs. I wonder if they have thought about the financial implications of salary and benefits. Perhaps this is why they want an added \$150,000 annual grant to help pay for increased staff. Finally they suggest that the downtown area will become more robust with busy restaurants. If in the future they have 100 events per year, with most of the events focusing on amateur baseball activities, will this form of entertainment draw a large enough fan base to dramatically increase the activity of the Town? I doubt it. I find the assumptions made in the area of Return on Investment are fatuous and border on a mythical

society of lords and ladies in shining armor who have nothing better to do than watch children play baseball and eat and drink at St. Marys dining halls.

THE REQUEST

One time contribution of \$550,000

Annual funding of \$150,000

The first question I would ask is how much remains to be paid to eliminate the Capital Cost of the PRC? From what I understand pledges have been exhausted and if that is true, how will the remainder of the mortgage be paid? According to our COA the \$150,000 ask for annual operating costs by the CBHF is equivalent to the amount to be found for PRC pledges that will require a funding source. It seems to me that until the PRC is debt free Council should not entertain additional capital or operating costs for CBHF. I understand that the current annual budget for the Town of St. Marys is \$24 million. While the request is very small in terms of the overall budget it is substantial when looking at it in terms of the total recreation budget or comparing it to the budget of the library.

ANNUAL ATTENDANCE

The question of attendance is best addressed by the quality of the event that is given. High priced performers draw larger crowds than local performers. While it is true that the Induction ceremony draws many people from outside St, Marys, normal games or the Museum will not attract a large audience. If the Bluejays or even the Buffalo Bisons were to play a game in St. Marys that might draw a bigger crowd, but professional involvement is not part of the CBHF program.

Will 50% of the Towns population attend an event at the CBHF? I think that is highly optimistic if one looks at the attendance to the Stratford Festival by city residents. Will 8300 people who live in the adjacent counties attend one or more events held at the CBHF?

Since the Museum houses a collection of some Canadian baseball players, it is a minor compilation compared to the Hockey Hall of Fame. The Hockey Hall does draw student groups but I doubt whether Ontario curriculum will include visits to

the CBHFM. More likely student groups will go to our Town Museum. Perhaps the Hall could piggyback on that interest and work with the museum staff to develop a student group.

Will local ball games draw 38,000 people per season? Even with tournaments this is highly unlikely. The report does not tell us how many baseball games will be scheduled in a year. For the sake of argument, suppose there are 100 baseball games in a season, (more than the Bluejays home schedule). That would mean on an average 380 people would attend each game. I believe that this is more than the usual attendance at the Lincoln games.

The CBHF report suggests quite correctly that visitors need quality experiences that go beyond baseball. However the report does not go into any detail. I would suggest that they attend the American Baseball Hall of Fame in Cooperstown N.Y where they can also attend international opera productions and concerts at the Glimmerglass Festival. They should contact Francesca Zambello who is the Artistic Director to find out the relationships between baseball and high art. This is something that we have right here in St, Marys with the internationally renowned Stratford Festival.

REQUESTS TO GOVERNMENT

The CBHF estimates that the Feds and the Province will each contribute \$1,250,000. Certainly this project will not qualify for infrastructure Federal grants. As a museum it might come under Heritage, I cannot remember when the Feds gave this sum for the capital cost of a cultural building in a small town. As for the province the CBHF should consider the current provincial deficit.

Can the private sector and individuals contribute \$2,000,000? Yes! With the guidance of an experienced Professional Fundraiser it is quite possible especially if Rogers is the lead giver. However there is no indication based on past history that the Hall has ever conducted a major capital campaign.

WHERE DOES THE CBHFM FIT IN THE OVERALL FUNDING FOR THE TOWN?

The Town has identified \$1.2 million as an infrastructure deficit. These items should be given priority. The longer these items are delayed the more expensive they become. In addition the Town has to continue to find ways of funding the PRC commitment. The Town needs to be very open about how much it still owes. In addition to these large items the Town must continue to provide services and funds to support the library, museum and the other on-going activities. I do not believe that the CBHFM qualifies at this time and in this economy for additional funds from the Town.

RETURN ON INVESTMENT

Based on the Halls numbers the average attendee will spend about \$112 per visit. That is very optimistic as it suggests that each visit will include a meal and accommodation. This seems to me very unlikely

RECCOMENDATION

Instead of offering funders a package for \$6.9 million, the CBHF should fund- raise separately for each of the three parts of the package (1) the Museum (2) the amphitheater (3) foot path. Looking at a Museum of 7100 sq. ft. I think it could easily be built for \$250 per square foot making a total of \$1,775,000. This is a number that can be raised privately by creating a partnership between Rogers, The Bluejays and CBHF. No tax money would be needed. With a little imagination the Hall could produce additional baseball programming based on the history of the game and celebrate the best Bluejays stars at their induction ceremony for Rogers. This could be a valuable asset for Rogers programming by filling TV time during the baseball season from April to October. It could also cement a financial relationship between the partners and guarantee the continuation of programs at the Hall.

**Comments on Proposal from the CBHFM to St. Marys Town Council, Agenda package,
February 9, 2016**

The enthusiasm and commitment of the core group of CBHFM governors, staff and volunteers who have worked towards this presentation to St. Marys Town Council is certainly admirable. It is tempting to get caught up in this spirit, to be inspired by their optimism and views of a rosy future for the entire town.

The more cynical among the tax-paying public will certainly feel, however, a sense of déjà vu. And the longer people have lived here (if they have been paying attention,) the more examples they can cite. The CBHFM has made a number of presentations in the past quarter century. The first was when a local committee began asking for municipal support for the initial bid to get the site moved to St. Marys. Since then, there have been many visions of its potential to “put the town on the map.” Of course its presence in the community **has** added an attraction and drawn additional visitors, especially during Induction Week. But it is impossible to quantify its impact from 1994 to 2016 on “Community Vitality” in order to estimate whether this could really be considered “enhanced.” The term “financial spin-off” is essentially non-measurable jargon.

There will also be many who remember that the last time we were promised such great returns for a significant community investment was approximately 12 years ago when the Living Life Project solicited support for the building of a second ice pad and an indoor swimming pool – a refurbishing of the 1978 Community Centre with its single ice pad. That was also a professional and persuasive presentation, made by a group of people who had a longer history and a greater presence in the community than most of those connected today to the CBHFM.

As we know, in spite of fierce controversy, Town Council eventually decided to support the second ice pad/pool project (thankfully changing the name from Living Life.) But there was **a significant difference** between the building of the PRC and the CBHFM project. The original Living Life group envisioned maintaining control of the new complex, operating it as a non-profit facility – one that their board of directors would manage better than the municipality ever could.

As Town Council’s support evolved, it was on an important condition that the new PRC would **not** have its own governance system but would operate within the town’s administrative structure and that the town would have audit control over tendering, fundraising and pledge support as well as the day-to-day operations once the facility opened. Of course there have been problems (and some people are still against the whole thing) but at least these are OUR problems and it’s up to us to find the answers. (To their credit, the original citizen’s committee agreed to the changes and continued to be very supportive of the project.)

Today, the taxpayers know that there is a debt to be paid down for the PRC but most of us accept that and will do what it takes, if sometimes with reluctance. The facility is overall an asset to the community and has something to offer people of all ages. But while it is perhaps an incentive to attract new people or businesses, it has not produced any measurable changes in some indicators of “community vitality” – mainly, the promise of increased visitors and a bustling downtown. It’s essentially a place for people who live here – not a tourist attraction. However, it makes sense to spend tax money that offers a clear return in terms of enhancing quality of life for local ratepayers.

With new facilities, the CBHFM would undoubtedly continue to collaborate with the town but it would still be governed by its own board of directors and a new building, while on town-owned land, would **not** be OUR building. While Town Council might have representation on the CBHFM board, future decisions and directions would be made by a body with many members who have no reason to care about our town and its future.

I was very impressed by the in-depth work done by the CAO and other senior staff to construct the “decision tree” to help Council grapple with this request for funding, particularly the clear statement of the financial implications resulting from agreeing to both capital and ongoing funding requests. Surely no one would expect St. Marys ratepayers to set aside improvements to our infrastructure, maintenance of our main visitor attractions (our heritage buildings, including the bell tower) upgrades at the Quarry, revitalization of Cadzow Park – all to our benefit and all essential to keeping a healthy community. If these were deferred, my feeling is that most people would be appalled.

There are lots of other small points and many claims made in the presentation that I could take issue with. I’ll list some briefly:

I think **expected visitor numbers are likely inflated**. Those identified as primary and secondary visitors are unlikely to return very often once they have seen the exhibits. Those in the park as spectators, fans and parents of ballplayers come anyway – new building or not. They are not paying visitors and infrequently go into the Ball Hall Museum.

Trisha McKibbin would know better but I expect most new facilities have a **first year spike** but then struggle to keep numbers up. Trisha will know – something that you can check – but I believe a number of the sites in the comparative funding table have struggled and experienced cutbacks.

An exception to this might be the Stratford Perth Museum that has been fortunate to find some amazingly popular attractions, such as the Ann Frank Exhibit and Shakespeare’s First Folio. But this sort of general history museum is in a much better position to have diversified exhibits that attract return visits than a single-theme facility can produce. (Our own museum/archives offers changing exhibits and great outreach programming. It is importance to the community as a repository for our collective memory – a service as essential as a public library in a healthy community.)

Some of the facilities in the comparison chart are not very useful comparators. Some are operated by an arms-length board, others by some level of government. The Diefenbunker in Carp (once a very small town) is now within the limits of an expanded City of Ottawa and also is a National Historic Site, giving it special status. Some like Aylmer and, I think Fanshawe Pioneer Village, are seasonal. Some offer other additional services such as tourism or archives management.

The CBHFM anticipates a **huge** chunk of capital from senior levels of government. The presentation states that municipal support will leverage this. (Why? How?) These are pretty austere times. It is hard to imagine that this much grant money will be forthcoming in the near future. Maybe senior staff can find some people who could give a fair prediction of the likelihood of this level of support. It’s just that every time we open a newspaper, we find some new expensive issue

or promised reform from both the province and the federal governments. And everyone is nervous about the economy.

In this period of economic austerity, the CBHFM campaign initiative would be **in competition with the very powerful, high-profile drive by the St. Marys Memorial Hospital Foundation** to raise an equally huge capital sum. It is probably not difficult to guess where local donors' priorities would lie if it came to a choice where to place a donation.

As part of "Community Vitality," the report suggests that restaurants and hotels will be full – not just on Induction Weekend, but all year. Isn't it possible that some of these facilities will resent competition for special events that the new CBHFM promises? Celebrations and other special functions including weddings that the CBHFM may envision hosting as revenue generators would be in competition with facilities offering these services now.

To the inventory of ways that the Town supports the CBHFM, senior staff might add its very prominent presence on the municipal website and the frequently repeated claim in promotional material that St. Marys is "its proud home."

Through the years, the CBHFM has achieved a great deal in terms of the improvement of its site, its involvement with the community, the quality of its induction ceremony and its efforts to meet provincial museum standards. Permanent and seasonal staff have always been collegial and pleasant to work with. The local board members – although many of the original group have retired – are all good, community-minded people. But maybe what is there already is as good as it needs to get right now. I can't believe that there are very many local people who are "impatient" for this new facility to be built at this cost.

To summarize, I do like baseball. I follow the Blue Jays faithfully. I love the annual CBHFM baseball pool. I most certainly wish the CBHFM good luck but I don't think municipal tax dollars applied to its expansion or to its annual support would be a wise investment.

Mary Smith

February 8, 2016

From: Pfaff, Larry

Sent: February 8, 2016 2:16 PM

To: Al Strathdee <astrathdee@town.stmarys.on.ca>; Carey Pope <CPope@town.stmarys.on.ca>; Bill Osborne <bosborne@town.stmarys.on.ca>; Don Van Galen <dvangalen@town.stmarys.on.ca>; Jim Craigmile <jcraigmile@town.stmarys.on.ca>; Lynn Hainer <lhainer@town.stmarys.on.ca>; Tony Winter <TWinter@town.stmarys.on.ca>

Cc: Brent Kittmer <bkittmer@town.stmarys.on.ca>; Trisha McKibbin <tmckibbin@town.stmarys.on.ca>

Subject: Baseball Hall of Fame proposal as outlined in agenda for Tuesday meeting

Dear Mayor Strathdee,

I read with concern the elaborate proposal from the Baseball Hall of Fame, requesting continued financial assistance from the Town of St. Marys. A commitment to a capital campaign for a “grand plan” such as this one has to be followed up with a commitment to annual operating expenses. I do not feel that it’s reasonable or right to hoist the annual operating shortfall for a new Ball Hall Museum on to the shoulders of the taxpayers of St. Marys: we did this once with the Pyramid Centre and we know the results.

With some forty years’ experience with museums at the local, provincial, and national levels I have seen too many grand schemes falter through want of continuing commitment, shifting priorities, economic downturns, unrealistic expectations. I have seen museums built or expanded and, from the date of opening, unable to hire additional staff or even pay to turn on the heat.

In the 1970s the Art Gallery of Ontario instituted a massive restoration programme for The Grange House, a subsequent winner of awards for one of the finest historic house museums in the country. Some thirty years’ later it was closed and converted into the Members Lounge, then held to be a higher priority for limited floor space. It serves as an example of the fate of some stand-alone museums in Ontario.

In 1984 the Seagram Museum in Waterloo was opened to the designs of celebrated architect Barton Myers and at a cost of some \$5 million. It was completely closed in 1997, just thirteen years’ later.

I do not believe that a new museum for the Ball Hall will be self-sustaining; nor do I believe that it’s up to the Town of St. Marys to sustain it on an annual basis.

[I submit this for the public record,](#)

Larry Pfaff
Art Gallery of Ontario
Chair, Heritage St. Marys

From: Elena North
Sent: February 10, 2016 11:48 AM
To: Brent Kittmer <bkittmer@town.stmarys.on.ca>
Subject: Canadian Baseball Hall of Fame

Kindly distribute to the Mayor and Town Council. Thank you.

To His Worship and the Council of the Town of St Marys:

A new resident of St Marys, I attended my first town council meeting last night to show support for the Canadian Baseball Hall of Fame and Museum's request for funding. When the time comes for you to make a final decision on the proposal, I respectfully ask that you take the following views into account.

1. St Marys is gorgeous and I am very happy to be here, yet the empty storefronts downtown are a cause for concern. Prior to moving here from Fergus I was dismayed as well by the news of the Heinz plant closure. Choices here appear to be stark: embrace change or stagnate.
2. When we announced to friends and family that we were moving to St Marys, more people than I expected said, 'oh, that's where the Baseball Hall of Fame is.' Like Coun. Osbourne, I was a little surprised but greatly pleased by this, proud in fact.
3. Comparisons with Cooperstown are not necessarily apt as the funding and governance models of the American Baseball Hall of Fame are very different from ours. The Hall, indeed the entire town of Cooperstown, is underwritten by the Clark family fortune. Jane Forbes Clark is Chair of the baseball hall's Board of Directors and has much to do with operations.

There is a point of comparison, however, in that local Cooperstown merchants recognize the benefits of the Hall to them. (Please click the link below for more in this regard.) A similar scenario exists here and can only grow with the development of our Hall and Museum.

http://www.thedailystar.com/news/local_news/cooperstown-preps-for-banner-year-at-hof/article_eef38599-de14-5f17-a6ba-948a68867492.html

4. The revamped facilities will attract a wide variety of people. The Museum in particular will have a new lease on life as researchers and students of the game will be better able to access the collection. Donors also will feel that their family and other treasures are at last getting their due and perhaps be inclined to give more.
5. If you reject the proposal, the Town will surely lose the Hall. Larger centres, London for one, would love to have the enterprise. This would be a tragedy for the Town and for all who have worked so hard to establish and develop this asset over the past number of years.

Yes, it's a big ask of a community that has already done so much for the organization. It is also a big commitment for the Council on behalf of its residents. In Fergus, my husband and I were involved with the expansion of the hospital volunteer association's thrift shop, an expensive proposition that involved much soul-searching on the part of board members entrusted with the best interests of their membership. After rigorous study, we took the plunge and after just a year of operation, shop revenues have roughly doubled. 'If you build it, they will come.'

As Coun. Hainer said, it's an opportunity to do something inspirational for the Town. We moved here because of the CBHOFM. There are other people like us. Please say yes.

Sent in a constructive spirit,
Elena North



ROTARY CLUB OF ST. MARYS

12-20 Huron St. N St. Marys, ON, N4X1C5

"Service Above Self"

*"One Profits Most
Who Serves Best"*

February 9, 2016

Town of St. Marys

Dear Mayor Strathdee and Members of Council

The Rotary Club of St. Marys is aware of the request being made to Town Council by the Canadian Baseball Hall of Fame. An overwhelming majority of our members support the request and the underlying initiative.

Since the Hall of Fame located in St. Marys in 1994, our Club has been an enthusiastic supporter. Our enthusiasm for and devotion to this project is evidenced by the fact that we have advanced more than \$210,000 to the Hall of Fame--the largest commitment to any project in the 90 years of Rotary in St. Marys. Our support is ongoing.

As a Service Club we feel an ongoing responsibility to direct funds collected as donations from our citizens in ways that will serve the community's greatest needs. We feel strongly that the Hall of Fame's plans going forward, meet that test. In particular, we believe the Hall of Fame's plans will add significant vitality to the town and attract tourists. The plans, once implemented, will open a new chapter of opportunities for the Town and its residents that should be embraced, celebrated and supported.

Yours sincerely

A handwritten signature in cursive script, appearing to read "Doug Goudy".

Doug Goudy

President

Rotary Club of St. Marys

To: Mayor Al Strathdee, Councillor Bill Osborne, Councillor Don Van Galen, Councillor Tony Winter, Councillor Carey Pope, Councillor Lynn Hainer, Councillor Jim Craigmile

I am writing this letter on behalf of St. Marys Minor Ball in support of the Canadian Baseball Hall of Fame. The Hall of Fame is an integral part of Minor Ball in St. Marys and we are asking council to support its future vision.

The Canadian Baseball Hall of Fame has played an important supporting role in our association for several years. This support has helped to increase our numbers. In 2015, we had over 215 youth ages 3-17 registered in our association as players, over 50 coaching staff as well as 18 local adult and youth umpires who were paid by our association.

Given the interest and increasing number of minor ball teams involved, our scheduling is extremely tricky. In addition to using town diamonds, St. Marys Minor Ball games and practices are held at all four diamonds at the Hall of Fame. We utilize every available time that the Hall of Fame can provide to us. The Hall of Fame staff is extremely easy to work with. They are always flexible and have often helped Minor Ball to problem solve around scheduling in the past.

The grounds and the diamonds are extremely well cared for. Diamonds and facilities are always ready for our use and the staff are extremely receptive to feedback when provided. If there are maintenance or safety issues, the Hall of Fame is quick to act and address the concern.

St. Marys Minor Ball takes pride in hosting games at the Hall of Fame diamonds. Executive, coaching staff, and parents consistently receive positive comments about the amazing atmosphere that the diamonds provide. This is special and unique to St. Marys.

In addition to the regular league schedules, St. Marys Minor Ball hosts several tournaments and OBA preparation games during the baseball season. This brings a lot of visitors from other communities into our beautiful town, supporting our businesses. Our association would not be able to host these tournaments and extra games without the support of the Hall of Fame. Several times in the past, the Hall of Fame has coordinated for an out of town team, some travelling from the United States or Quebec, with opportunities to play a local team, visit the hall, enjoy a picnic BBQ on the grounds and to visit the Quarry. This is just one example of how closely and successfully Minor Ball and the HOF work together.

We look forward to the Canadian Baseball Hall of Fame continuing to develop their long term strategic plan. We support their ongoing plans for improvements that will in turn strengthen our organization and the community as a whole.

St. Marys Minor Ball is grateful to the Canadian Baseball Hall of Fame for their ongoing support of our organization. It is our directive at St. Marys Minor Ball to provide the youth in our community with an opportunity to learn the fundamentals of baseball, while developing the skills to be a team player and being physically active. We are proud of our ability to help to shape the future of our community, which is our youth! We look forward to continuing our relationship with the Hall of Fame.

Sincerely,



Candy McEwan

Secretary St. Marys Minor Ball





HURON PERTH WATERLOO WELLINGTON

To whom it may concern:

The Canadian Baseball Hall of Fame is a provincially significant asset that has been created and nurtured by a dedicated group of stakeholders from its inception in the early 1980' to its decision move to St Marys in 1994.

The work the community has put in, to open the museum in 1998 and since then has been a model of dedication and determination by a core group of passionate volunteers working in a supportive and distinct community.

St. Marys is a relatively unique heritage town in the Ontario context and the addition of the Baseball Hall of Fame, especially given the town's baseball history – its proximity to the first recorded game of baseball in North America and the bat producing history of the St. Marys Specialty Wood Mfg. Co. - is an appropriate and well integrated asset.

The Regional Tourism Office for Huron, Perth, Waterloo and Wellington encourages the Baseball Hall of Fame to continue its ambitious growth plans and looks forward to its continued growth and excellence.

David Peacock CEO RTO4 Inc.
A Project Ontario Ministry of Tourism Culture and Sport

A handwritten signature in dark ink, appearing to read 'David Peacock', written over a horizontal line.

David Peacock, CEO

Regional Tourism Organization Four Inc.,
RTO4 Inc., Waterloo, Wellington, Huron & Perth
1020 Ontario St., Unit 6, Stratford, Ontario, N5A 6Z3 peacock@rto4.ca
519-271-7000

Unit 6 – 1020 Ontario Street, Stratford, ON, N5A 6Z3. Tel: 519-271-7000. Fax: 519-271-1706



The Kinsmen Club of St. Marys

Box 154, St. Marys, Ontario, N4X 1A5

January 5, 2016

Dear Scott:

On behalf of The Kinsmen Club of St. Marys we would like to offer this letter of support in principal for the Canadian Base Ball Hall of Fame and what it has brought to the people and the Merchants of St. Marys. As a contributor to the CBHOF there is no question that we have determined that this facility is the envy of many other towns visiting St. Marys for minor ball and tournaments. The excitement of Induction Ceremonies also is truly envied by others from afar and we as a club would truly like to see the CBHOF stay and grow in the "Stonetown".

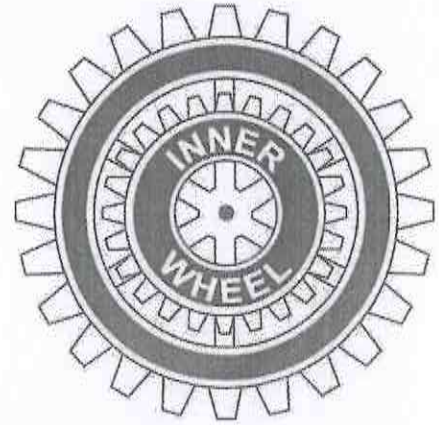
However, we offer this support with you understanding that we have not been privy to any financial information from the CBHOF or the Town of St. Marys on past contributions or financial obligations. To truly determine that the CBHOF is "**Serving the Community's Greatest Needs**" we would need access to information containing past financial statements, past town capital and operational investments, future requests for capital and operational investment from the town, accompanied with complete business plan and operational budgets.

Our membership could then satisfy many questions we have and then determine if we could offer the CBHOF our full support.

Yours Truly,

Chris Smith
President
The Kinsmen Club of St. Marys

"Serving the Community's Greatest Needs"



February 9, 2016

Dear Mayor Strathdee and Council

Your Canadian Baseball Hall of Fame & Museum in St. Marys is a "GEM" is what I hear from members of the Inner Wheel Clubs in Canada . If the women in Inner Wheel are not that interested in baseball, a great percentage of their families are. When the St. Marys club hosts meetings and conferences we are delighted to have something for the spouses to do. Many attendees also bring other friends and other family members back to St. Marys to tour the CANADIAN BASEBALL HALL OF FAME & MUSEUM.

This coming year I will be travelling across Canada as the Canadian National Representative for International Inner Wheel Clubs and look forward to promoting St. Marys and THE CANADIAN BASEBALL HALL OF FAME & MUSEUM.

Sincerely

National representative for International Inner Wheel.

Nelda Mossip-Oliver



Kin Canada

**St. Marys
Kinette Club**

Box 1887, St. Marys, ON N4X 1C2

February 1, 2016

To whom it may concern:

We would like to acknowledge our support of the Canadian Baseball Hall of Fame.

We as a club have supported the CBHOF over the past many years with Volunteers as requested for the Induction Weekend held here in St Marys. We have not provided monetary support in the past, but have always welcomed the invitation to supply support with volunteers from our club as needed and requested.

We feel that the CBHOF is a positive attraction to our town and we have and will continue to support it in their future endeavours.

Sincerely,

Terri Iredale
St Marys Kinette Club
President 2015-2016

"Serving the Community's Greatest Need"



February 9, 2016

Canadian Baseball Hall of Fame
PO Box 1838
140 Queen Street
St. Marys, ON N4X 1C2

Attention: Scott Crawford, Director of Operations

Dear Scott,

On behalf of the St Marys B.I.A., I am happy to confirm that the members of the B.I.A. value the Canadian Baseball Hall of Fame, recognize that it contributes to our profile and identity and that the Canadian Baseball Hall of Fame is good for business and our community.

Warm Regards,

A handwritten signature in cursive script that reads "Julie Docker-Johnson".

Julie Docker-Johnson
Acting Chair

- TO WHOM IT MIGHT CONCERN -
MY UNBIASED OPINION ABOUT THE QUALITIES
OF MY FAVOURITE MUNICIPALITY - ST. MARYS OF
AS A FORMER 52 YEAR MERCHANT, AND ALL
THOSE GREAT YEARS AS A STONETOWN RESIDENT,
I STILL LOVE TO BRAG TO PEOPLE I MEET, OF
ALL THE GOOD THINGS ABOUT THIS FABULOUS ~~TOWN~~
WITHOUT RESERVATION, OF ALL THE EXCELLENT
POINTS OVER THOSE MAGNIFICENT YEARS, THE
LOCALS THAT WORKED HARD AND CONSCIENTIOUSLY
TO ATTRACT THE MOST UNIQUE, MEMORABLE AND
ULTIMATELY IMPORTANT ADDITION TO THE ATTRACTION
OF OUR WONDERFUL SMALL TOWN - THE
CONVINCING THOSE IN CONTROL OF THE CANADIAN
BASEBALL HALL OF FAME AND MUSEUM TO
RELOCATE TO OUR AMAZING TOWN. PLEASE
DON'T FAIL, IN DOING WHATEVER IT TAKES,
TO BE ON THE SIDE OF THOSE FAR SIGHTED

FOLKS TO FINISH THE UNIQUE AND
EXCEPTIONAL VISION OF MAKING OUR
TOWN, QUITE POSSIBLY THE BEST AND ONLY
CHANCE TO FINISH THE SENSATIONAL, MOST
IMPORTANT CONCEPT THAT HAS HAPPENED IN
THOSE TRULY REMARKABLE YEARS
PLEASE — DON'T LEAVE IT UNFINISHED!

YOURS SINCERELY —

Ray Bennett

From: AL STRATHDEE
Sent: Monday, January 25, 2016 6:15 PM
To: Al Strathdee
Reply To: AL STRATHDEE
Subject: Fw: St.Marys Quilt Show

Mayor Al Strathdee , Council Members:

Once again our local Quilt Guilds, Stonetowne and Huron Perth Quilters, present our Piecemakers Quilt Show.

This will be the 12th biannual Piecemakers Show taking place at the Pyramid Recreation Centre on April 21,22,23rd 2016. We have grown from 300 to 1500, attending to view and shop at the vendors.

Most of all though we are proud this includes local and out of town visitors.

In recent shows we have our merchants in town participating with window displays of quilts and posters. We also include the support of St.Marys tourism , museum and library in helping to educate the attendees about our "town worth living in".

We are asking for the support of St.Marys Council in officially letting us announce that the week of April 17th to April 23rd be "St.Marys Quilt Week"

Thank you for your attention to this request. You may forward any questions via e-mail to len.hawkins@rogers.com.

**Respectfully
Janice Hawkins
Piecemakers 2016, Convenor**

THAT staff review and update by-law 34-1969 regulating mobile canteens.
TABLED

4.3 St. Marys Adult Learning – Update to Town Council

Y. Thompson and C. Sproat, Adult Learning Program Coordinators provided an update regarding St. Marys Adult Learning and responded to questions from Council.

4.4 B. Grant, D. Alexander (BM Ross & Associates) – Queen Street Reconstruction Project Update

B. Grant and D. Alexander provided an update regarding the Queen Street reconstruction project and responded to questions from Council.

It was requested that Council provide direction on the grading of the path of travel, the building strip, and the boulevard. Council discussed the matter.

2016-01-26-03 **Moved By:** **Councillor Winter**
Seconded By: **Councillor Hainer**

THAT Council approve pedestrian BM Ross recommendations in regards to sidewalk grading as presented.

CARRIED

It was requested that Council provide direction on the colour options for the path of travel, the building strip, and the boulevard. Council discussed the matter.

2016-01-26-04 **Moved By:** **Councillor Winter**
Seconded By: **Councillor Pope**

THAT Council approve installation of stamped concrete in boulevard to match with existing limestone theme.

CARRIED

There was discussion with regard to the Weir fountain. It was noted that the McConnell Club is a key stakeholder in the fountain and so it was the consensus of council that there be communication with the McConnell Club.

It was requested that Council provide direction on the radius at the intersection of Church and Queen Street. Council discussed the matter.

2016-01-26-05 **Moved By:** **Councillor Pope**
 Seconded By: **Councillor Craigmile**

THAT the radius at Church Street be adjusted as recommended in the traffic study.

CARRIED

Project timelines were presented to Council for discussion.

2016-01-26-06 **Moved By:** **Councillor Winter**
 Seconded By: **Councillor Osborne**

THAT Council proceed with the Queen Street reconstruction project as quickly as possible.

CARRIED

It was requested that Council provide direction on full pedestrian control signalization in compliance with AODA. Council discussed the matter.

2016-01-26-07 **Moved By:** **Councillor Pope**
 Seconded By: **Councillor Hainer**

THAT Council approve installation of full pedestrian control signalization in compliance with the AODA.

CARRIED

It was requested that Council provide direction on the installation of decorative poles on Queen between Peel and Church to match existing. It was the consensus of Council to discuss this matter at the next stakeholders meeting.

It was requested that Council provide direction on the removal of the existing trees without replacements. Council discussed the matter.

2016-01-26-08 **Moved By:** **Councillor Hainer**
 Seconded By: **Councillor Osborne**

THAT Council approve removal of existing trees without replacements.

CARRIED

It was requested that Council provide direction on the installation of Event power on Queen Street between Church Street and Water Street. Council discussed the matter.

2016-01-26-12 **Moved By:** **Councillor Osborne**
 Seconded By: **Councillor Craigmile**

THAT Consent Agenda Items 6.1 to 6.5 inclusive be adopted as amended by Council.

CARRIED

6.1 Meeting Minutes – Special Council (Strategic Planning) December 17, 2015

2016-01-26-12a

THAT the Minutes of the Special Council meeting for strategic planning held December 17, 2015 be approved and signed by the Mayor and Clerk.

CARRIED

6.2 Meeting Minutes – COTW Day 1 and 2 January 12, 2016

2016-01-26-12b

THAT the Minutes of the Committee of the Whole meeting held January 12, 2016 be approved as amended and signed by the Mayor and Clerk.

CARRIED

6.2.1 DEV 02-2016 Easement – Hydro One

2016-01-26-12c

THAT Council enters into an easement agreement with Hydro One; and

THAT the Mayor and CAO/Clerk be authorized to execute all necessary documents.

CARRIED

6.2.2 FIN 02-2016 Temporary Borrowing By-law

2016-01-26-12d

THAT By-law 01-2016, being a by-law to authorize temporary borrowing, be approved.

CARRIED

6.2.3 FIN 03-2016 Interim Tax Levy By-law

2016-01-26-12e

THAT By-law 02 of 2016, being a by-law to authorize an interim tax levy, be approved.

CARRIED

6.2.4 RFAC 02-2016 Lease Agreement for St. Marys VIA Station

2016-01-26-12f

THAT the Town of St. Marys enter into a one year Lease Agreement with Don Corby (Biliztik Sports Inc.) for the Ticket master's office at the VIA Train Station.

CARRIED

6.2.5 RFAC 03-2016 Community Players Town Hall Auditorium Project

2016-01-26-12g

THAT Council pre-approve the \$20,000 allocated in the draft 2016 capital budget for the St. Marys Community Players' Town Hall Auditorium upgrades.

CARRIED

6.2.6 TECH 03-2016 DWQMS Endorsement

2016-01-26-12h

THAT Council receive this report regarding the Drinking Water Quality Management System Operational Plan as information; and,

THAT Council endorses the current Operational Plan and commits to continuing to provide safe drinking water for residents of the Town of St. Marys in accordance with standards and regulations.

CARRIED

6.3 Meeting Minutes – Special Council (2016 Budget) January 13, 2016

2016-01-26-12i

THAT the Minutes of the Special Council meeting for the 2016 Budget held January 13, 2016 be approved and signed by the Mayor and Clerk.

CARRIED

6.4 Meeting Minutes – Special Council (Strategic Planning) January 14, 2016

2016-01-26-12j

THAT the Minutes of the Special Council meeting for strategic planning held January 14, 2016 be approved and signed by the Mayor and Clerk.

CARRIED

6.5 Meeting Minutes – Special Council (2016 Budget) January 19, 2016

2016-01-26-12k

THAT the Minutes of the Special Council meeting for the 2016 Budget held January 19, 2016 be approved and signed by the Mayor and Clerk.

2016-01-26-17 **Moved By: Mayor Strathdee**
Seconded By: Councillor Osborne

THAT staff be directed to prepare a report which analyzes the current contractual relationship with the County of Perth Planning Services Department and the Town of St. Marys; and further

THAT staff examine the value for service, and the possibility of cost savings through the engagement of alternate service providers; and further

THAT this report shall become part of the budget considerations for planning services.

CARRIED

Deputy Mayor Craigmile passed the Chair and gavel to Mayor Strathdee. Mayor Strathdee resumed the Chair.

10. BY-LAWS

10.1 By-Law 01-2016 Temporary Borrowing

2016-01-26-18 **Moved By: Councillor Osborne**
Seconded By: Councillor Pope

THAT By-law 01-2016, being a by-law for temporary borrowing, be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

10.2 By-Law 02-2016 Interim Tax Levy

2016-01-26-19 **Moved By: Councillor Osborne**
Seconded By: Councillor Pope

THAT By-Law 02-2016, being a by-law for an interim tax levy, be read a first, second, and third time; and be finally passed and signed and sealed by the Mayor and the Clerk.

CARRIED

2016-01-26-23 **Moved By: Councillor Osborne**
Seconded By: Councillor Craigmile

THAT the February 23, 2016 Regular Council meeting be rescheduled to March 1, 2016.

CARRIED

Council further discussed the need to appoint someone to serve as “Head of Council” for February 17 – 25 in the absence of the Mayor and the Deputy Mayor.

2016-01-26-24 **Moved By: Councillor Osborne**
Seconded By: Councillor Winter

THAT Councillor Pope be appointed Head of Council from February 17th to 25th, 2016 inclusive.

CARRIED

12. QUESTION PERIOD

Normand Belanger, 25-22 Thames Road provided comments with respect to potential development of the vacant lands at 45 Thames Road North in relation to existing land uses.

Council took a brief recess at 10:15 p.m. Mayor Stratthdee called the meeting back to order at 10:20 p.m.

13. CLOSED SESSION

2016-01-26-25 **Moved By: Councillor Osborne**
Seconded By: Councillor Craigmile

THAT Council go into a session at 10:20 p.m. that is closed to the public under Municipal Act Sec 239.(2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board.

CARRIED

2016-01-26-27 **Moved By: Councillor Osborne**
Seconded By: Councillor Craigmile

THAT Council rise from closed session at 10:42 p.m.

CARRIED

13.3 DEV 04-2016 45 Thames Road North, Vacant Land

**2016-01-26-26 Moved By: Councillor Craigmile
Seconded By: Councillor Pope**

THAT the Mayor and CAO be authorised to execute the necessary documents as they relate to offers to purchase 45 Thames Road North.

CARRIED

14. CONFIRMING BY-LAW

**2016-01-26-28 Moved By: Councillor Osborne
Seconded By: Councillor Craigmile**

THAT By-Law 06-2016, being a by-law to confirm the proceedings of Council on January 26, 2016, be read a first, second, third time; and be finally passed, signed and sealed by the Mayor and Clerk.

CARRIED

15. ADJOURNMENT

**2016-01-26-29 Moved By: Councillor Craigmile
Seconded By: Councillor Pope**

THAT this meeting of Council adjourn at 10:45 p.m.

CARRIED

Al Strathdee, Mayor

Brent Kittmer, CAO/Clerk



**MINUTES:
OF A SPECIAL MEETING OF THE COUNCIL
OF THE TOWN OF ST. MARYS**

2016 Budget
Tuesday, February 2, 2016
5:30 P.M.
Municipal Operations Centre

Councillors Present:

Mayor Al Strathdee
Councillor Tony Winter
Councillor Carey Pope
Councillor Jim Craigmile
Councillor Lynn Hainer
Councillor Bill Osborne
Councillor Don Van Galen

Staff present:

B. Kittmer, CAO/Clerk
T. McKibbin, Director of Corporate Services
S. Ische, Director of Community Services
G. Brouwer, Director of Building and Development Services
J. Kelly, Director of Public Works
J. Brown, Director of Finance/Treasurer
S. Sword, Library CEO
S. Luckhardt, Planning Coordinator

1. **CALL TO ORDER**

Mayor Strathdee called the meeting to order at 5:30 p.m.

2. **DECLARATIONS OF PECUNIARY INTEREST**

None.

3. **APPROVAL OF THE AGENDA**

Mayor Strathdee requested that item 7.0 to be moved to follow item 6.2.

2016-02-03-01 **Moved By:** **Councillor Van Galen**
 Seconded By: **Councillor Winter**

THAT the February 2, 2016 Special Council meeting agenda be approved as amended.

CARRIED

4. QUESTION & COMMENT PERIOD – 2016 DRAFT BUDGET

None.

5. DELEGATIONS

5.1 Ian Wilcox – UTRCA 2016 Budget

Ian Wilcox provided a presentation regarding the 2016 UTRCA Budget and responded to questions from Council.

5.2 Sean Camp – 2016 Riverrock Festival Grant Request

Sean Camp provided a presentation regarding the 2016 Riverrock Festival grant request and responded to questions from Council.

5.3 Chris West – Goals and Save VIA Grant Requests

Chris West provided a presentation regarding the Goals and Save VIA and grant requests and responded to questions from Council.

6. 2016 DRAFT CAPITAL AND OPERATING BUDGET REVIEW

6.1 Library Operating Budget Review

Shannan Sword and Cole Atlin, Library Board Chair, provided a presentation regarding the Library 2016 draft budget and responded to questions from Council.

Mayor Strathdee announced that staff had been made aware of a potential public safety matter at a property in St. Marys. He advised that Council should be briefed, and asked Council to consider an emergent closed session

2016-02-03-02 **Moved By:** **Councillor Craigmile**
 Seconded By: **Councillor Winter**

THAT Council for the Town of St. Marys move into a session that is closed to the public at 7:45 pm, subject to Municipal Act Section 239 (a) the security of the property of the municipality or local board, and Section 239 (b) personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

2016-02-03-03

Moved By:

Councillor Craigmile

Seconded By:

Councillor Winter

THAT Council rise from closed session at 8:04 pm.

CARRIED

Mayor Strathdee reported the following:

“Today at 4p.m. the town was notified of a potential methane leak at 665 James Street North. At that time, Union Gas was contacted and determined that there was no natural gas leaks in the area and that all readings were well below hazardous levels. The Town of St. Marys has been in regular contact with other Provincial Organizations to ensure the scene is safe for local residents. Public Works and Fire Department staff have been mobilized to continue monitoring the area to ensure that gas levels remain safe for residents. Ontario Clean Water Agency has been contacted to test the local storm and sanitary collection system to ensure that methane is not present. The Town is in the process of contacting a third party company to monitor the area throughout the overnight hours. Based on current readings taken at 8pm, gas levels were not detectable.

We want to reiterate at this time that there is no cause for alarm. The Town will provide a further update if the situation changes.

For further information please see the Town of St. Marys website or contact CAO Brent Kittmer

For emergency please contact 911.”

Council took a recess at 8:06 pm. The meeting reconvened at 8:42 pm.

It was the consensus of Council to proceed to Item 7.1 and to defer items 6.2 through 6.5 to a future budget meeting.

2016-02-03-07 **Moved by:** **Councillor Osborne**
 Seconded by: **Councillor Pope**

THAT Council selects Option #1 for the Town Hall Bell Tower rehabilitation project: the bell remains in the tower and the bell rings.
CARRIED

8. UPCOMING BUDGET MEETINGS

Mayor Strathdee announced the upcoming budget meetings as noted on the agenda.

9. ADJOURNMENT

2016-02-03-08 **Moved By:** **Councillor Van Galen**
 Seconded By: **Councillor Winter**

THAT this special meeting of Council be adjourned at 9:25 pm.
CARRIED

Al Strathdee, Mayor

Brent Kittmer, CAO/Clerk



**MINUTES
OF THE COMMITTEE OF THE WHOLE DAY 1 & 2
Tuesday, February 9, 2016
5:30 P.M.
Council Chambers, Town Hall**

Councillors Present:

Mayor Al Strathdee
Councillor Bill Osborne
Councillor Don Van Galen
Councillor Tony Winter
Councillor Carey Pope
Councillor Lynn Hainer
Councillor Jim Craigmile

Staff Present:

B. Kittmer, CAO/Clerk
T. McKibbin, Director of Corporate Services/Deputy Clerk
G. Brouwer, Director of Building and Development Services
J. Kelly, Director of Public Works
S. Ische, Director of Community Services
J. Brown, Director of Finance/Treasurer
S. Sword, Library CEO
L. Lawrence, Manager of Human Resources
S. Luckhardt, Planning Coordinator

1. **CALL TO ORDER**

Mayor Strathdee called the meeting to order at 5:30 p.m.

2. **DECLARATIONS OF PECUNIARY INTEREST**

None.

3. **APPROVAL OF AGENDA**

Moved By: Councillor Craigmile
Seconded By: Councillor Pope

THAT the February 9, 2016 Committee of the Whole Day 1 and Day 2 meeting agenda be approved.

CARRIED

4. DELEGATIONS

4.1 Canadian Baseball Hall of Fame and Museum – funding Request for New Museum Project

Mr. Adam Stephens and Ms. Tammy Adkin, representing the Canadian Baseball Hall of Fame and Museum (CBHFM), provided a presentation to Committee regarding the CBHFM's proposal for a new museum project, and the associated grant request of the Town. Mr. Stephens and Ms. Adkin responded to questions from members of Council.

The CBHFM Strategic Master Plan document was circulated by the CBHFM to members of Council, the Press, and filed with the Clerk for the public record. It was confirmed by CBHFM representatives that the document could be posted on the Town website.

Mayor Strathdee thanked Mr. Stephens and Ms. Adkin for their presentation and indicated that Committee would be deliberating a staff report related to their grant request under item 5.1.1 of the agenda.

4.2 Mr. Barry Brebner – Quarry High Dive

Councillor Pope excused herself from the meeting.

Mr. Barry Brebner provided a presentation regarding the Quarry High Dive and responded to questions from members of Council. Mr. Brebner's recommendations regarding the diving structure were deferred to the Recreation Department staff for review.

Mr. Brebner requested that the Town provide a response back to him.

Councillor Pope returned to the meeting.

5. DEPARTMENT MONTHLY AND FORMAL REPORTS

5.1 Administration & Human Resources

5.1.1 CAO 04-2016 Administration and Human Resources Monthly Report – February 2016

B. Kittmer and L. Lawrence provided the Administration and Human Resources Monthly Report February 2016 and responded to questions from members of Council.

Moved By: Councillor Craigmile

Seconded By: Councillor Pope

THAT Committee of the Whole on behalf of Council receive Report CAO 04-2016 Administration and Human Resources February 2016 Monthly Update.

CARRIED

5.1.2 CAO 05-2016 – Canadian Baseball Hall of Fame and Museum Funding Request

B. Kittmer presented the staff report regarding the Canadian Baseball Hall of Fame and Museum funding request and responded to questions from members of Council.

Councillor Hainer requested a recorded vote on the following motion:

Moved By: Councillor Craigmile

Seconded By: Councillor Pope

THAT Committee of the Whole receives report CAO 05-2016 – Canadian Baseball Hall of Fame and Museum Funding Request: and further,

THAT Committee of the Whole recommends to Council:

THAT Council refers the CBHFM funding request for business plan, financial plan, and legal due diligence and a report from staff.

MEMBER OF COUNCIL	SUPPORT	OPPOSE
Councillor Craigmile	X	
Councillor Van Galen		X
Councillor Pope	X	
Mayor Strathdee	X	
Councillor Hainer (requestor)	X	
Councillor Osborne	X	
Councillor Winter	X	
TOTAL OF VOTES	6	1
CARRIED	X	DEFEATED

CARRIED

Council took a recess at 7:05 pm. Mayor Strathdee called the meeting back to order at 7:10 pm.

5.2 Corporate Services

5.2.1 COR 04-2016 Corporate Services Department Monthly Report – February 2016

T. McKibbin provided the Corporate Services Department Monthly Report February 2016 and responded to questions from Council.

Moved By: Councillor Craigmile

Seconded By: Councillor Pope

THAT Committee of the Whole on behalf of Council receive Report COR 04-2016 Corporate Services February 2016 Monthly Update.

CARRIED

5.3 Finance

5.3.1 FIN 05-2016 Finance Department Monthly Report – February 2016

J. Brown provided the Finance Department Monthly Report February 2016 and responded to questions from Council.

Moved By: Councillor Pope
Seconded By: Councillor Van Galen

THAT Committee of the Whole on behalf of Council receive Report FIN 05-2016 Finance Department February 2016 Monthly Update.

CARRIED

5.4 Fire Department

B. Kittmer provided a verbal report of the activities of the Fire Department and responded to questions from Council.

Staff was asked to provide a further report on the debrief process regarding the methane issue of February 2, 2016.

5.5 Building and Development Services

5.5.1 DEV 07-2016 Building and Development Services Department Monthly Report – February 2016

G. Brouwer provided the Building and Development Services Department Monthly Report – February 2016 and responded to questions from members of Council.

Moved By: Councillor Van Galen
Seconded By: Councillor Craigmile

THAT Committee of the Whole on behalf of Council receive Report DEV 07-2016 Building and Development Services February 2016 Monthly Update.

CARRIED

5.6 Community Services

5.6.1 DCS 01-2016 Community Services Department Monthly Report – February 2016

S. Ische provided the Community Services Department Monthly Report February 2016 and responded to questions from Council.

Moved By: Councillor Van Galen
Seconded By: Councillor Craigmile

THAT Committee of the Whole on behalf of Council receive Report DCS 01-2016 Community Services February 2016 Monthly Update.

CARRIED

5.6.2 DCS 02-2016 Child Care Funding Agreement with the County of Middlesex

S. Ische provided a report regarding the Child Care Funding Agreement with the County of Middlesex and responded to questions from Council.

Moved By: Councillor Van Galen
Seconded By: Councillor Craigmile

THAT Committee of the Whole recommends to Council:

THAT Council authorizes the Mayor and Clerk to sign the agreement for Child Care Funding with the County of Middlesex.

CARRIED

5.7 Public Works

5.7.1 PW 01-2016 Public Works Monthly Report – February 2016

J. Kelly provided the Public Works Monthly Report February 2016 and responded to questions from Council.

It was requested that staff look into the removal of dead trees on the eastern shore of the “Old” quarry.

Moved By: Councillor Van Galen
Seconded By: Councillor Craigmile

THAT Committee of the Whole on behalf of Council receive Report PW 01-2016 Public Works February 2016 Monthly Update.

CARRIED

6. OPERATIONAL BOARD REPORTS

6.1 Bluewater Recycling – Councillor Craigmile

Councillor Craigmile reported on Bluewater Recycling.

Moved By: Councillor Pope

Seconded By: Councillor Craigmile

THAT Committee of the Whole on behalf of Council receive the Bluewater Recycling Association January 2016 meeting highlights.

CARRIED

6.2 Library Board – Councillors Osborne, Winter

Councillor Winter reported on the Library Board.

6.3 Municipal Liaison Committee – Mayor Strathdee, Councillor Winter

Councillor Winter reported on the Municipal Liaison Committee.

Moved By: Councillor Pope

Seconded By: Councillor Craigmile

THAT Committee of the Whole on behalf of Council receive the November 19, 2015 Municipal Liaison Committee meeting minutes.

CARRIED

6.4 Perth District Health Unit – Councillor Osborne

Councillor Osborne responded to questions regarding the Perth District Health Unit.

Councillor Craigmile reported on the Perth District Health Unit January 2016 meeting.

Moved By: Councillor Pope
Seconded By: Councillor Craigmile

THAT Committee of the Whole on behalf of Council receive the December 12, 2015 Perth District Health Unit meeting minutes.

CARRIED

6.5 Police Services Board – Mayor Strathdee, Councillor Van Galen

Councillor Van Galen reported on the Police Services Board.

6.6 Spruce Lodge Board – Councillors Pope, Van Galen

Councillor Pope reported on the Spruce Lodge Board.

Moved By: Councillor Hainer
Seconded By: Councillor Osborne

THAT Committee of the Whole on behalf of Council receive the December 16, 2015 Spruce Lodge Board meeting minutes.

CARRIED

6.7 UTRCA Board of Directors

Council discussed the UTRCA Board of Director meeting minutes.

Moved By: Councillor Hainer
Seconded By: Councillor Osborne

THAT Committee of the Whole on behalf of Council receive the November 24, 2105 UTRCA Board of Directors meeting minutes.

CARRIED

7. ADVISORY AND AD-HOC COMMITTEE REPORTS

7.1 Accessibility Advisory Committee – Councillor Hainer

Councillor Hainer reported on the Accessibility Advisory Committee.

Moved By: Councillor Osborne
Seconded By: Councillor Hainer

THAT Committee of the Whole on behalf of Council receive the January 11, 2016 Accessibility Advisory Committee DRAFT meeting minutes.

CARRIED

7.2 Business Improvement Area – Councillor Pope

Councillor Pope reported on the Business Improvement Area meeting.

Moved By: Councillor Osborne
Seconded By: Councillor Hainer

THAT Committee of the Whole on behalf of Council receive the January 11, 2016 Business Improvement Area DRAFT meeting minutes.

CARRIED

7.3 CBHFM – Councillor Hainer

Councillor Hainer spoke to the CBHFM minutes and noted that she was not in attendance at the meeting.

Moved By: Councillor Osborne
Seconded By: Councillor Hainer

THAT Committee of the Whole on behalf of Council receive the December 18, 2015 Canadian Baseball Hall of Fame and Museum Board meeting minutes.

CARRIED

7.4 Economic Development Committee – Councillor Pope

Councillor Pope reported on the Economic Development Committee.

Moved By: Councillor Osborne
Seconded By: Councillor Hainer

THAT Committee of the Whole on behalf of Council receive the January 11, 2016 and January 25, 2016 Economic Development Advisory Committee DRAFT meeting minutes.

CARRIED

7.5 Heritage St. Marys – Councillor Pope

Councillor Pope reported on Heritage St. Marys.

Moved By: Councillor Osborne

Seconded By: Councillor Hainer

THAT Committee of the Whole on behalf of Council receive the January 6, 2016 Heritage St. Marys DRAFT meeting minutes.

CARRIED

7.6 Museum Board – Councillor Winter

Councillor Winter reported on the Museum Board.

7.7 Heritage Conservation District Advisory Committee – Councillor Winter

Councillor Winter reported on the Heritage Conservation District Advisory Committee.

Moved By: Councillor Osborne

Seconded By: Councillor Hainer

THAT Committee of the Whole on behalf of Council receive the January 18, 2016 Heritage Conservation District Advisory Committee DRAFT meeting minutes.

CARRIED

7.8 Senior Services Board – Councillor Craigmile

Councillor Craigmile reported on the Senior Services Board.

Moved By: Councillor Osborne

Seconded By: Councillor Hainer

THAT Committee of the Whole on behalf of Council receive the January 16, 2016 Senior Services Board meeting minutes.

CARRIED

7.9 Huron Perth Healthcare Local Advisory Committee – Councillor Hainer

Councillor Hainer reported that there has not been a meeting.

8. NOTICE OF MOTION

8.1 Notice of Motion from Councillor Craigmile

Councillor Craigmile presented his Notice of Motion regarding a Terms of Reference for a Recreation Advisory Committee.

Members of Council discussed the idea of a Recreation Advisory Committee.

Moved By: Councillor Craigmile

Seconded By: Councillor Osborne

THAT staff be directed to prepare a Terms of Reference for a Recreation Advisory Committee and report back to Council.

The following amendment was proposed to the preceding motion:

Moved By: Councillor Van Galen

Seconded By: Councillor Pope

THAT the motion be amended to rename the committee as a “Task Force”, with the purpose to make recommendations to Council on the scope of a Recreation Master Plan, and to investigate and make recommendations to Council on strategies to manage recreation costs and revenues.

CARRIED

Amended motion:

Moved By: Councillor Craigmile

Seconded By: Councillor Osborne

THAT staff be directed to prepare a Terms of Reference for a Recreation Task Force, with the purpose to make recommendations to Council on the scope of a Recreation Master Plan, and to investigate and make

recommendations to Council on strategies to manage recreation costs and revenues; and

THAT staff report back to Council.

CARRIED

9. UPCOMING MEETINGS

Mayor Strathdee announced the upcoming meetings as noted on the agenda.

10. ADJOURNMENT

Moved By: Councillor Osborne

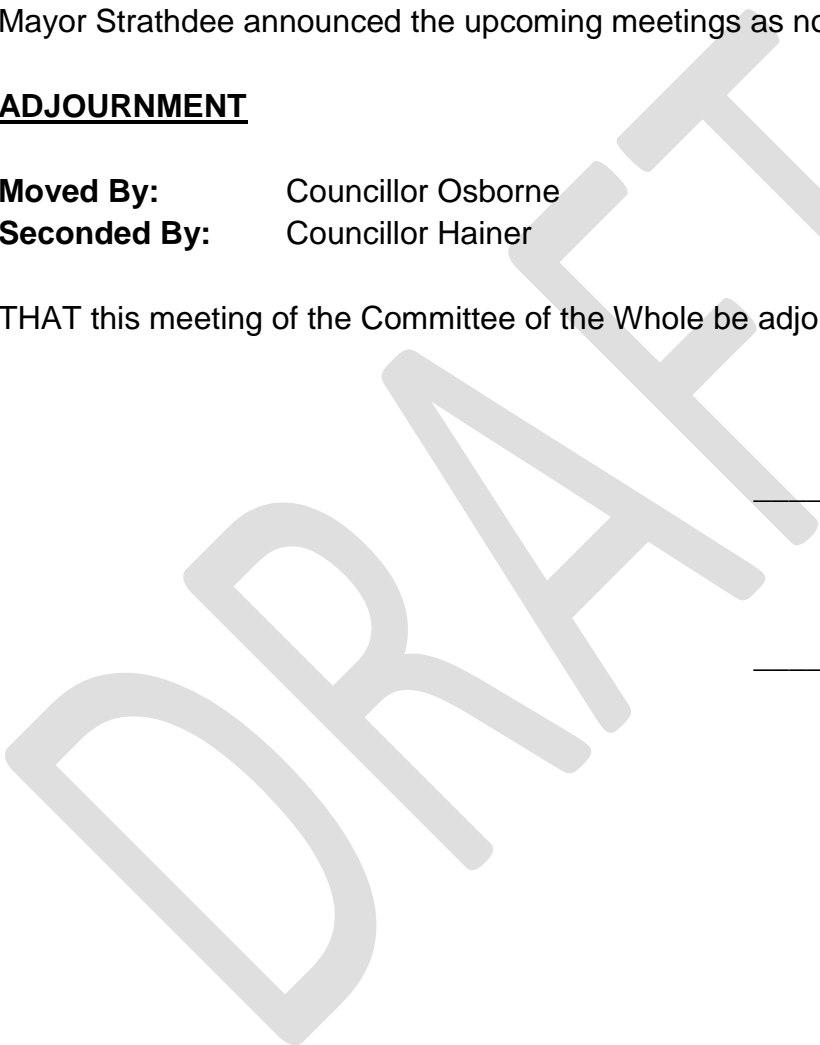
Seconded By: Councillor Hainer

THAT this meeting of the Committee of the Whole be adjourned at 8:27 p.m.

CARRIED

Al Strathdee, Mayor

Brent Kittmer, CAO/Clerk





**MINUTES:
OF A SPECIAL MEETING OF THE COUNCIL
OF THE TOWN OF ST. MARYS**

**2016 Budget
Tuesday, February 16, 2016
4:30 P.M.
Municipal Operations Centre**

Councillors Present:

Mayor Strathdee
Councillor Winter
Councillor Pope
Councillor Hainer (arrived at 5:00 pm)
Councillor Osborne
Councillor Van Galen

Regrets:

Councillor Jim Craigmile

Staff Present:

B. Kittmer, CAO/Clerk
T. McKibbin, Director of Corporate Services/Deputy Clerk
S. Ische, Director of Community Services
G. Brouwer, Director of Building and Development Services
J. Kelly, Director of Public Works
J. Brown, Director of Finance/Treasurer
D. Blake, Supervisor of Water, Wastewater, Environmental
Services
L. Lawrence, Manager of Human Resources
S. Sword, Library CEO
S. Luckhardt, Planning Coordinator

1. CALL TO ORDER

Mayor Strathdee called the meeting to order at 4:30 p.m.

4. CLOSED SESSION (4:30 pm)

2016-02-16-01

**Moved By:
Seconded By:**

**Councillor Osborne
Councillor Van Galen**

THAT Council move into a session at 4:31 pm that is closed to the public under the Municipal Act Section 239 (2) (d) – labour relations or employee negotiations.

CARRIED

2016-02-16-02 **Moved By:** **Councillor Van Galen**
 Seconded By: **Councillor Osborne**

THAT Council rise from closed session at 5:40 pm.

CARRIED

Mayor Strathdee provided the following report:

“A closed session was held. One matter was considered related to employee relations. There is nothing further to report.”

Council took a recess at 5:42 pm. Mayor Strathdee called the meeting back to order at 6:02 pm.

2. DECLARATIONS OF PECUNIARY INTEREST

Councillor Van Galen declared pecuniary interest with respect to Agenda Item 7.1.

3. APPROVAL OF THE AGENDA

2016-02-16-03 **Moved By:** **Councillor Van Galen**
 Seconded By: **Councillor Pope**

THAT the agenda for the February 16, 2016 Special Meeting of Council – 2016 Budget be accepted as presented.

CARRIED

5. QUESTION & COMMENT PERIOD – 2016 DRAFT BUDGET

Bruce Barnes, Eclectic Treasures enquired about the budget decrease for policing. Councillor Van Galen provided a response to Mr. Barnes.

Bruce Barnes enquired about the decrease to the Museum Budget. T. McKibbin, Director of Corporate Services/Deputy Clerk provided a response to Mr. Barnes.

Bruce Barnes enquired about the allocation of wages. B. Kittmer, CAO/Clerk provided a response to Mr. Barnes.

2016-02-16-07 **Moved By:** **Councillor Hainer**
 Seconded By: **Councillor Osborne**

THAT the Mill Dam By-Pass Gate Replacement and Floodwall Toe Protection projects be included in the 2016 budget.

CARRIED

7.3.2 Public Works Fleet Capital Budget

J. Kelly presented an updated Public Works Fleet Capital Budget and responded to questions from Council.

2016-02-16-08 **Moved By:** **Councillor Hainer**
 Seconded By: **Councillor Pope**

THAT the Public Works fleet capital request to refurbish the street sweeper be pre-approved for the 2016 budget.

CARRIED

2016-02-16-09 **Moved By:** **Councillor Van Galen**
 Seconded By: **Councillor Osborne**

THAT the Public Works fleet capital request to replace the T30 single axle plow truck be included in the 2016 budget.

CARRIED

2016-02-16-10 **Moved By:** **Councillor Pope**
 Seconded By: **Councillor Van Galen**

THAT the Public Works fleet capital request to replace the existing landfill compactor be included in the 2016 budget pending further decisions by Council regarding the environmental assessment for the future operation of the landfill site.

CARRIED

7.3.3 PW 02-2016 Wastewater Treatment Plant Capital Needs

J. Kelly spoke to the wastewater treatment plant capital needs and responded to questions from Council.

2016-02-16-11 **Moved By:** **Councillor Pope**
 Seconded By: **Councillor Hainer**

THAT the 2016 wastewater treatment plant capital expenditures be pre-approved as presented in report RW 02-2016.

CARRIED

2016-02-16-15 **Moved By: Councillor Winter**
(as amended) **Seconded By: Councillor Pope**

THAT Council supports the Save VIA grant request for 2016 in the amount of \$13,000.

CARRIED

2016-02-16-17 **Moved By: Councillor Winter**
Seconded By: (none received)

That Council approve the Little Falls Public School Forest School Program 2016 grant request.

MOTION FAILED

2016-02-16-18 **Moved By: Councillor Van Galen**
Seconded By: Councillor Osborne

THAT the Stratford Perth Community Foundation Regional Development Initiative 2016 grant request be approved.

CARRIED

2016-02-16-19 **Moved By: Councillor Osborne**
Seconded By: Councillor Van Galen

THAT the St. Marys Beautification Committee 2016 grant request be approved.

CARRIED

2016-02-16-20 **Moved By: Councillor Osborne**
Seconded By: Councillor Winter

THAT the River Rock Music, Food and Arts Festival 2016 grant request be approved.

CARRIED

2016-02-16-21 **Moved By: Councillor Van Galen**
Seconded By: Councillor Pope

THAT the grant requests from Little Falls Public School, The St. Marys Skating Club, Holy Name of Mary Catholic School, and the St. Marys Ringette Association be denied and the requestors be informed of Council's decision.

CARRIED

Council reviewed the "Town Initiative" grant programs:

2016-02-16-22 **Moved By:** **Councillor Pope**
 Seconded By: **Councillor Osborne**

THAT Council approve the 2016 grant contributions to the St. Marys High School Scholarship; the St. Marys United Way; and the Community Meal.
CARRIED

Council requested that staff arrange for a representative of the St. Marys Hospital Foundation to attend the March 1, 2016 meeting to review their 2016 grant request.

Mayor Strathdee confirmed that Council had now reviewed all budget materials for the 2016 draft operating and capital budget. Staff confirmed that the remaining budget follow-up reports would form part of the March 1, 2016 Regular Council Meeting Agenda.

Mayor Strathdee asked if Council was prepared to set a Public Meeting for the 2016 budget. It was the consensus of Council that the Public Meeting be scheduled for March 8 at 7:00 pm in the Town Hall Auditorium, and that the Committee of the Whole Day 1 & 2 meeting be moved to March 15, 2016.

8. ADJOURNMENT

2016-02-16-23 **Moved By:** **Councillor Van Galen**
 Seconded By: **Councillor Hainer**

THAT this Special Meeting of Council be adjourned at 9:57 pm.
CARRIED

Al Strathdee, Mayor

Brent Kittmer, CAO/Clerk



FORMAL REPORT

Town of St. Marys

Report To:	Regular Council Meeting
Date of Meeting:	1 March 2016
Department:	Administration
Status:	Open Meeting
Subject:	CAO 06-2016 Authorize OCIF Funding Agreement

PURPOSE:

This report presents a funding agreement for Authorization. The Town has received \$198,450 in funding under the Ontario Community Infrastructure Fund (OCIF) infrastructure funding program for the Water Street Bridge rehabilitation project. The Province requires the Town to pass a by-law accepting the funding and execute the agreement by March 11, 2016.

RECOMMENDATION:

THAT by-law 07-2016, being a by-law to authorize a funding agreement with the Province of Ontario for the Ontario Community Infrastructure Fund funding program, be approved, and

THAT the Mayor and the Clerk be authorized to sign the OCIF funding agreement.

BACKGROUND:

On July 28, 2015, the Ontario government announced its continuing support for communities by launching a second intake of the permanent Ontario Community Infrastructure Fund (OCIF). This program provides \$100 million per year to small, rural, and northern communities to support critical core infrastructure projects. It includes \$50 million in formula-based funding and \$50 million in application-based funding.

The Town submitted an expression of interest under the program for funding for the Water Street Bridge rehabilitation project, and was successful in proceeding to the formal application stage of the funding program. The Town asked for 1/3 of eligible costs funding for the project, or \$198,450.

On February 5, 2016 the Town received notice that our funding application was successful and that the Province would be committing \$198,450 towards the project.

REPORT:

The Province requires the Town to pass a by-law accepting the funding and execute the agreement by March 11, 2016. This report presents the contribution agreement that the Province requires the Town to sign so the funds can be provided. The form of agreement is attached to this report, and is the standard form that the Province uses for

funding programs. The funding agreement requires regular reporting from the Town as well as acknowledgment of the Province's generous contribution in all project materials.

Council has provided budget pre-approval for this project as a part of the 2016 capital budget review. BM Ross and Associates have been provided authorization to proceed with finalizing the tender documents for the project, and to release them as soon as possible. The tender documents will be prepared to ensure that the contractor is compliant with all applicable portions of the funding contribution agreement. The proposed timing of the construction work is to have the project proceed at the same time as the Queen Street reconstruction project (April – July). The total construction period for the bridge project is estimated to be 6 – 10 weeks.

SUMMARY:

Staff is recommending that Council accept the funding agreement and provide authorization to the Mayor and the CAO/Clerk to sign the necessary contribution agreement.

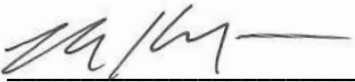
FINANCIAL IMPLICATIONS:

The 2016 capital budget includes \$588,000 for the Water Street Bridge rehabilitation project. The funding received under the OCIG programs is 1/3 of the eligible costs, or \$198,450.

OTHERS CONSULTED:

None

Respectfully submitted,



Brent Kittmer
CAO/Clerk

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT

BETWEEN:

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

(“Ontario”)

– and –

THE CORPORATION OF THE TOWN OF ST. MARYS
(the “Recipient”)

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

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

AND WHEREAS the 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 and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

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

SECTION 1
INTERPRETATION

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

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

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

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

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

“**Auditor General**” means the Auditor General of Ontario.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Parties**” means Ontario and the Recipient.

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

“**Project**” means the Project described in Schedule “A” of this Agreement.

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

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

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

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

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

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

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

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

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

Schedule

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

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

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that

Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s

operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

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

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

received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

- 4.9 *Insufficient Funds Provided By Legislature.*** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 *Ontario May Adjust The Funds.*** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.
- 4.11 *Funds Are Part Of Social Or Economic Program.*** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
 - (b) Must be directly related to the Project;
 - (c) Must be an Eligible Cost;
 - (d) Must not be an Ineligible Cost; and
 - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after July 28, 2015 and prior to the Project Completion Date.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:
- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario’s request;
 - (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario’s request; and
 - (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.
- 5.4 *Withholding Payment Of Funds.*** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

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

SECTION 6

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

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

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 *Governance.* The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

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

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

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

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

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

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

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

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

SECTION 8 INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the Project, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient’s Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual Liability coverage;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);
 - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
 - (h) A thirty (30) day written notice of cancellation, termination or material change clause.
- 8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient’s officers, servants, employees and agents arising out of or in any way related to this Agreement.
- 9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient’s own negligence or wilful misconduct, as a result of or arising out of or in relation to:

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

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

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

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

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

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

by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

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

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

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

SECTION 10 ACQUISITION OF GOODS AND SERVICES

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

under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

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

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

10.5 Contracts. The Recipient shall ensure that all Contracts:

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

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

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

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

SECTION 11 ABORIGINAL CONSULTATION

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

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

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

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

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

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

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

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

SECTION 12 COMMUNICATIONS

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

SECTION 13 REPORTS

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

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

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

SECTION 14 RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

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

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

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

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

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

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

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

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this

Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15 DEFAULT AND TERMINATION

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

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

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

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

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

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

- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

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

or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

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

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

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

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

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

Notice shall be deemed to have been received:

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

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

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

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

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

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the

Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

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

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

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

Name:	Randy Jackiw	Date	
Title:	Assistant Deputy Minister		

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

THE CORPORATION OF THE TOWN OF ST. MARYS

Name:		Date	
Title:			

AFFIX CORPORATE
SEAL

Name:		Date	
Title:			

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

The project is for the rehabilitation of the Water Street Bridge, and includes the removal and replacement of the bridge deck, masonry re-pointing, removal and replacement of the ballast walls, cleaning and painting all trusses and railings, and replacement of the pedestrian sidewalk. 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; Improved road drainage; Increased pedestrian safety.

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

PART B.1 – EFFECTIVE DATE OF AGREEMENT

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

PART B.2 – INSURANCE REQUIREMENTS

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

PART B.3 – PROJECT COMPLETION DATE

B.3.1 Project Completion Date. The Project shall be completed by September 1, 2016 or no later than December 31, 2017. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 Expiration Date Of Agreement. Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2019.

PART B.5 – NOTICE AND CONTACT

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

<p>To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Program Manager, Ontario Community Infrastructure Fund Telephone: 1-877-424-1300 Fax: 519-826-3398 Email: OCIF@ontario.ca</p>	<p>To Recipient: The Corporation of the Town of St. Marys 175 Queen Street East PO Box 998 St. Marys, Ontario, N4X 1B6</p> <p>Attention: Brent Kittmer, CAO/Clerk Telephone: 519-284-2340 Fax: Email: bkittmer@town.stmarys.on.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

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

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

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

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Hundred Ninety-Eight Thousand, Four Hundred Fifty Dollars (\$198,450.00) in Funds for Eligible Costs for the Project.

**Project’s Estimated Total Net Eligible Costs: \$598,451
(Original budget from application)**

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Thirty-Three Percent (33%) for the Term of the Agreement.

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

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 28, 2015 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to twenty-five (25) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2019.

PART C.4 – PAYMENT OF FUNDS

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

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 11, 2016
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	August 1, 2016

Milestone 3: Submission and Acceptance of Final Report	October 31, 2016
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MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
<p>Milestone 1:</p> <p>Execution of the Agreement by both Parties.</p>	<p>An amount up to fifty-five percent (55%) of the Maximum Funds</p>	<p>An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement. This Agreement shall be received by Ontario no later than March 11, 2016.</p>
<p>Milestone 2:</p> <p>Upon receipt and acceptance by Ontario of required reports.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;">or</p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report</p> <p>Revised Budget Report</p> <p>Progress Report</p>

<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than March 2, 2018.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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Part C.5 – Limit On Ontario’s Contribution Under Agreement

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

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

PART D.1 – ELIGIBLE COSTS

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

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

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

PART D.2 – INELIGIBLE COSTS

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

- (a) Costs incurred prior to July 28, 2015 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

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

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

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

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SCHEDULE “E”
ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

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

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

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

PART E.2 – RESPONSIBILITIES OF ONTARIO

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

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

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

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

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

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

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

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

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

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

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

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

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

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

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

PART E.5 – GENERAL

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

PART E.6 – NOTICE AND CONTACT

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

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

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

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

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

PART F.2 – PROJECT SIGNAGE

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

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

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

PART F.3 – MEDIA EVENTS

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

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

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

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

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

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

PART F.5 – ISSUES MANAGEMENT

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

PART F.6 – COMMUNICATING SUCCESS STORIES

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

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

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario’s views.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**SCHEDULE “G”
REPORTING REQUIREMENTS**

PART G.1 – REPORTS REQUIREMENTS

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

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2017.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by May 15 and November 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.4 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 2, 2018.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued

PART G.2 – REVISED BUDGET REPORT

REVISED BUDGET REPORT

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered. This report should not be submitted until at least seventy percent (70%) of the Project costs have been awarded and shall be submitted no later than June 30, 2017.

REVISED TOTAL PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Total	\$	\$	\$
Less Any Actual or Potential Tax Rebates	\$	\$	\$
REVISED TOTAL NET ELIGIBLE COSTS	\$	\$	\$

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget, please provide an explanation.

--

PROJECT CERTIFICATION

As the payment certifier or chief financial officer for The Corporation of the Town of St. Marys, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued

PART G.3 – PROGRESS REPORT



PROGRESS REPORT

This report is due twice a year on or before May 15 and November 15 and as part of a Milestone 2 submission.

Name of Recipient _____

Name of Project _____ **Project Number** _____

Construction Percentage Completed _____

Key Dates: _____

Date	Forecasted	Actual
First Construction Tender Awarded		
70% of Project Costs Awarded		
Start Date of Construction		
End Date of Construction		

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

SCHEDULE “G” Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
Do you need to adjust your Project Description based on Project progress? If so, explain why and by when?

Attestation:

I, (name of person who can bind the Recipient), confirm that my municipality/local services board is in compliance with the terms and conditions found in the Agreement for this Project (Project Name and Project number).

Name: _____

Title: _____

Date: _____

SCHEDULE “G” continued

PART G.4 – FINAL REPORT



FINAL REPORT

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

File No.:	Project Title:
Date:	Recipient Name:

Final Reports are to be completed and submitted to OMAFRA **within sixty (60) Business Days of the Project Completion and no later than March 2, 2018.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted in Application	Actual
Construction Start Date		
Construction End Date		

Was the Project completed as per your application and Schedule “A” or by any amending agreement??

Yes No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “A” of the Agreement or in any subsequent amendments, has your Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

SCHEDULE “G” continued

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
GROSS ELIGIBLE COST	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST*	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached please provide a chart showing the following columns:

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

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of your Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

SCHEDULE “G” continued

Project Benefits and Impacts

1. What was the primary objective of your Project?			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
2. As detailed in your asset management plan (AMP), what was the priority of the Project you just completed with this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
3. Please indicate which of the following benefits you have experienced or anticipate for your municipality/local services board as a result of the Project. Provide details where possible.			
	At Project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Please indicate the impact of this Project funding on your AMP. Provide details where possible.			
	At Project completion	Anticipated (1-2 years out)	Details
Revised targets for levels of service	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved ability to be more sustainable in financing the remaining AMP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
New measures or modified measures for this asset with respect to health and safety, longevity, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SCHEDULE “G” continued

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, Aboriginal Group(s), rural communities and the Province of Ontario.

--

Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.					
b. The report forms were easy to understand and complete.					
c. I was able to reach appropriate Ontario staff without difficulty.					
d. OMAFRA staff was knowledgeable.					
e. I received consistent advice from Ontario staff.					
f. Ontario staff was courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all

SCHEDULE “G” continued

Section 6. Aboriginal Duty to Consult

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

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project. Yes No

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

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

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts Yes No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario. Yes No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups Yes No

Section 7. Confidentiality, Certification and Signature

Confidentiality

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

Certification

I certify that:

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

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

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	



FORMAL REPORT

Town of St. Marys

Report To:	Regular Council Meeting
Date of Meeting:	1 March 2016
Department:	Administration
Status:	Open Meeting
Subject:	CAO 07-2016 Authorize Extension to Fire Dispatch Services Agreement

PURPOSE:

This report presents a housekeeping item to extend the fire dispatch services agreement with the City of Stratford.

RECOMMENDATION:

THAT by-law 08-2016, being a by-law to authorize an extension to the fire dispatch services agreement with the City of Stratford, be approved; and

THAT the Mayor and the Clerk be authorized to sign the agreement.

BACKGROUND:

Presently the City of Stratford provides fire dispatch services to the Town of St. Marys and other local municipalities in the County of Perth. In 2015, Chief Brownlee, along with his counterparts with Perth East, North Perth, and West Perth, began a joint undertaking to test the market to ensure that the current fire dispatch services arrangement was the most efficient and cost effective.

The Municipality of Perth East is leading this effort. The original schedule of events was to have seen an RFP released in the fall for dispatch services. This has not yet happened, and the current services agreement with the City of Stratford expired December 31, 2015. Prior to expiry, the City was asked to extend the contract until December 31, 2016 and they have agreed and have provided the extension agreement for execution.

REPORT:

The City continues to provide dispatch services and there has been no service interruptions. The City has asked that each municipality countersign the extension agreement that is attached to this report.

SUMMARY:

Staff is recommending that Council provide authorization to the Mayor and the CAO/Clerk to sign the extension to the fire services dispatch agreement.

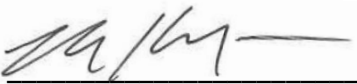
FINANCIAL IMPLICATIONS:

The 2015 contract cost for this service was \$10,760.81 + HST = \$12,159.72. The contract price for 2016 is a 2% increase to the 2015 fee.

OTHERS CONSULTED:

None

Respectfully submitted,



Brent Kittmer
CAO/Clerk



Corporate Services Department

Clerk's Office

CITY of STRATFORD
City Hall, P.O. Box 818
Stratford ON N5A 6W1

519-271-0250 Ext. 237
Fax: 519-273-5041
TTY: 519-271-5241
www.stratfordcanada.ca

January 6, 2016

Brent Kittmer, CAO/Clerk
Town of St. Marys
P.O. Box 998
St. Marys, ON N4X 1B6

Dear Mr. Kittmer:

Re: Dispatching Services Agreement 2011-2015 – Extension Request

At the December 21, 2015 Regular Council Meeting, Stratford City Council approved a one year (1) extension to the 5 year dispatching agreement (2011-2015) with The Town of St. Marys and the proposed 2016 fee (2% increase) plus HST.

Enclosed, are four original copies of the Agreement for a one year (1) extension of certain fire dispatching services by the Fire Department of Stratford to The Town of St. Marys. Would you please arrange for the signing of these Agreements and return two fully executed copies to our office and retain two for your records.

Also enclosed, is an original copy of our By-law 169-2015 authorizing the entering into and execution of this Agreement, for your records.

Should you have any questions about this Agreement, please contact John Paradis, Fire Chief of the Stratford Fire Department at (519)-271-3212.

Sincerely,

Joan Thomson
City Clerk

/cg

Cc: John Paradis, Fire Chief
Copy of Agreement and By-law



**BY-LAW NUMBER 169-2015
OF
THE CORPORATION OF THE CITY OF STRATFORD**

BEING a By-law to authorize the entering into and execution of an extension agreement with The Corporation of the Town of St. Marys for the provision of fire alarm dispatching services by the Stratford Fire Department for a one-year extension.

WHEREAS The Corporation of the Town of St. Marys continues to provide fire protection and suppression services in certain parts of St. Marys;

AND WHEREAS by-laws have been duly enacted by the corporate parties pursuant to the provisions of the *Fire Protection & Prevention Act*, 1997, S.O. 1997, c.4, to authorize an agreement between the said parties relative to the use of certain communications equipment of Stratford for the use of the residents of St. Marys;

AND WHEREAS The Corporation of the City of Stratford and The Corporation of the Town of St. Marys entered into an agreement dated the 12th of October, 2010 to provide for certain fire dispatching services by the Stratford Fire Department;

AND WHEREAS the Parties to the said Agreement have agreed to an extension and Council of The Corporation of the City of Stratford has agreed to a one-year extension of the said agreement in accordance with the terms and conditions set out in the extension agreement;

NOW THEREFORE BE IT ENACTED by Council of The Corporation of the City of Stratford as follows:

1. That the extension agreement dated the 21st day of December, 2015 between The Corporation of the City of Stratford and The Corporation of the Town of St. Marys with respect to the provision of fire alarm dispatching services for a one-year extension be entered into, and the Mayor and Clerk or their respective delegates be and are hereby authorized to execute the said agreement on behalf of and for this Corporation, and to affix the corporate seal thereto.

Read a FIRST, SECOND and THIRD time and

FINALLY PASSED this 21st day of December, 2015.

Deputy Mayor – Martin Ritsma

Clerk – Joan Thomson

THIS AGREEMENT made this 21st day of December, 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF STRATFORD

Hereinafter referred to as "Stratford"

- and -

THE CORPORATION OF THE TOWN OF ST. MARYS

Hereinafter referred to as "St. Marys"

WHEREAS by agreement dated the 12th day of October, 2010 The Corporation of the City of Stratford and The Corporation of the Town of St. Marys hereto, agreed to the provision of certain fire dispatching services by the Fire Department of Stratford to St. Marys;

AND WHEREAS the said Agreement expires December 31, 2015;

AND WHEREAS St. Marys has requested an extension of the said Agreement;

AND WHEREAS Council of The Corporation of the City of Stratford has authorized a one-year extension to the said agreement under the same terms and conditions with the exception of the following set out below:

NOW THEREFORE IN CONSIDERATION of the covenants and mutual covenants contained in this agreement, the Parties agree as follows:

1. The Agreement dated the 12th day of October, 2010 ("the Agreement") between The Corporation of the City of Stratford and The Corporation of the Town of St. Marys shall be extended for a one (1) year term to the 31st day of December, 2016 under the terms and conditions as set out in the Agreement and as provided for in this Extension Agreement.
2. Schedule "B" to the Agreement shall be amended by adding the following to Schedule "B":

"Dispatching Fee Schedule

<u>Year</u>	<u>Annual Fee</u>	<u>Total Annual Payment</u>
2016	2015 Total Annual Payment	Plus 2% increase to the 2015 Total Annual Payment plus HST"
3. All other terms and conditions of the Agreement shall remain in full force and effect, subject to the terms and conditions of this Extension Agreement.

IN WITNESS WHEREOF the Parties have hereunto set their hands and corporate seals duly authorized by the proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

) **THE CORPORATION OF THE CITY OF**
) **STRATFORD**

) 
) _____
) Deputy Mayor – Martin Ritsma

) 
) _____
) Clerk – Joan Thomson

) **THE CORPORATION OF THE TOWN OF**
) **ST. MARYS**

) _____
) Mayor – Al Strathdee

) _____
) CAO/Clerk – Brent Kittmer



FORMAL REPORT

Town of St. Marys

Report To:	Regular Council Meeting
Date of Meeting:	1 March 2016
Department:	Community Services/Corporate Services
Status:	Open Meeting
Subject:	St. Marys Daycare Partnership Proposal with Holy Name of Mary School

PURPOSE:

This report presents information to Council regarding a partnership with the Huron Perth Catholic District School Board, and specifically Holy Name of Mary School, regarding a proposal to relocate the St. Marys Early Learning Centre to Holy Name of Mary School.

RECOMMENDATION:

THAT the Town proceed with the relocation of the Early Learning Centre to the Holy Name of Mary site; and

THAT staff be directed to negotiate an agreement with the Huron Perth Catholic School Board to relocate the Early Learning Centre services to Holy Name of Mary School; and

THAT staff report back on the options for selling 121 Ontario Street South as an option to fund the Town's portion of capital costs associated with the relocation, and include a discussion of the heritage implications.

BACKGROUND:

The St. Marys Early Learning Program is a municipally operated child care and early learning program that has been providing quality child care to the residents of St. Marys since 1979. The operation runs out of four locations – the main Early Learning Centre located in a dedicated facility at 121 Ontario Street, and three satellite locations located at Holy name of Mary Elementary School, Little Falls Public School and the Pyramid Recreation Centre.

Located at 121 Ontario Street South, this is the main child care centre and is licensed for a total of 65 children. Childcare is provided from 6:45am to 5:30pm.

- One Room of 10 JK/SK (44 months to 67 months) – Teacher ratio 10:1
- One Room of 15 Toddlers (18 months to 30 months) – Teacher ratio 5:1
- One room of 16 Preschoolers (ages 2.5 to 3 years) – Teacher ratio 8:1
- One room of 24 Preschoolers (ages 3 to 4 years) – Teacher ratio 8:1

The building at 121 Ontario Street was originally constructed in 1865 and through the years has received two additions (the first Early Learning Service addition was in 1979 and a second occurred in 2006). The current floor plan, décor and age of the Early Learning Centre present a major challenge in reaching, and maintaining maximum enrolment numbers.

There are a number of current challenges/deficiencies with the existing site which include:

Legislative

Child Care facilities are regulated under the:

- Child Care and Early Years Act, 2014
- Building Code Act, 1992 and O. Reg. 403/97
- Ontarians with Disabilities Act (ODA), 2001
- Accessibility for Ontarians with Disabilities Act, 2004
- Safe Drinking Water Act, 2002
- Canadian Standard for Children’s Playscapes and Equipment (CSA)

The facility is currently grandfathered in under the Planning & Design Guidelines for Child Care Centre as it does not meet the current standards for Daycare Facilities. A further concern is that funding from the City of Stratford, Social Services Department – Child Care Division may be affected in the immediate future as they may not wish to continue to finance an aging and non-complying building.

Significant capital upgrades are required for the general upkeep and maintenance of the building but also to bring the site up to current legislative requirements.

Issue	Current Location	Holy Name Location
Accessibility	<p>The direct entrance from the facility to the secured playground is not accessible.</p> <p>Staff/Public washrooms are located in the basement level of the building and are accessed by a flight of stairs.</p>	<p>The new facility, and playground, is accessed at ground level, and contains no stairs or other obstructions.</p>
Infant Care	<p>No room currently meets licensing requirements for Infant Care – this includes washrooms and a sleep room.</p>	<p>The new location will include an infant room for up to 10 infants. It will fulfill all licensing requirements.</p>
Staff Facilities	<p>Inadequate meeting space for prospective parents, resource consultant, occupational therapist, third party partners.</p> <p>Inadequate staff room.</p> <p>Staff washroom is currently located in the basement of the facility.</p> <p>Inadequate Office space for the Supervisor of Early Learning Services.</p>	<p>The new location will include a meeting room for prospective parents, resource consultant, occupational therapist, third party partners.</p> <p>The meeting room can be used as a staff room along with the ability to share the existing school staff room with the Holy Name staff.</p> <p>An office space for the Supervisor of Early Learning Services is included.</p>
Playground	<p>Current playground is in need of upgrade and replacement.</p> <p>Accessibility from the building to the playground is an</p>	<p>A new playground will be designed to meet all legislative and licensing requirements.</p>

	issue.	
Security	Improvements are required to enhance the control at the current site.	The new location will include a secure entrance with a buzzer system and a front desk that will allow staff to control access to the facility.
Washrooms	The current program washrooms are located off the two main hallways. They are not accessible directly from the classroom. The use of the washroom must be scheduled to comply with ratio as well as the needs of the children.	The washrooms at Holy Name will be accessible from each classroom, allowing for optimal usage and compliance with current licensing standards.

REPORT:

In 2015 the Town of St. Marys was approached by the Huron Perth Catholic District School Board with a proposal to relocate the Early Learning Centre from 121 Ontario Street South to space located within Holy Name of Mary School at 161 Peel Street North.

At the November 10, 2015 Committee of the Whole meeting staff presented a report to Council to further explore and gather information on the possible partnership with the Huron Perth Catholic District School Board. Council supported this proposal and directed staff to report back with full details of the proposal. Town Staff have had multiple meetings and/or discussions with Huron Perth Catholic District School Board representatives, the project architect, Stratford Social Services, and the Program Advisor (Licensing) Ministry of Education to discuss the details of this proposal.

The Huron Perth Catholic District School Board has a Ministry of Education grant in the amount of \$483,000 that they are willing to contribute to this project. The scope of the partnership and project include:

Scope of Project

- The scope of the project would include a renovation of the south wing of the second floor of the school to an Early Learning Centre to be used exclusively by the Town.
- Within this new design there will be 6 classrooms (located in the south wing) that would accommodate all early learning programs.
- The program capacity for Early Learning programs would be 67.
- The proposed design includes an infant room.
- The Before and After school program, which already operates in the school by Early Learning Services, will relocate to this new space.
- The Blanshard Nursery School (Wednesday & Friday, 9am – 11am), which already operates in the school by Early Learning Services, will relocate to this new space.
- Construction of a new playground, to be used exclusively by the Early Learning Centre.
- The Town would continue to operate, program, and staff the services, and would simply be a tenant in the school building.

For comparative purposes, the capacity of the current facility and the new facility are shown below:

Program	Current Facility (121 Ontario Street South)	New Facility
Toddler (18 months to 30 months)	15	15
Toddler (18 months to 30 months)	10	15
Preschoolers (ages 2.5 to 3 years)	16	16
Preschoolers (ages 2.5 to 3 years)	24	16
Infant Care	0	10
Total:	65	72
**Blanshard Nursery School		16
**Before and After School Program		20

** The Blanshard Nursery School Program and Before and After School Programs are currently delivered by the Town's Early Learning Services Department at Holy Name of Mary School.

Staff have been working towards a finalized lease agreement with the school board that will articulate the relationship between the Town and the Board for the capital upgrades and leasing of the facility by the Town. The agreement has not yet been finalized, and will be returned to Council for approval when it is in final form. Please find below key components of the current draft:

- This agreement is effective as of the 1st day of September, 2016, and shall continue in full force until the 31st day of August, 2026 (the "Term"), unless terminated. The Agreement may be extended by mutual agreement.
- The Town may operate the program on a year-round basis including Christmas, March Break, PA days, summer holidays and inclement weather.
- Custodial Services will be provided by the Board. The Board will only be responsible for cleaning the Premises. The Board will not be responsible for cleaning furniture and equipment.
- The Board will provide snow removal, grass cutting, maintenance and inspection of life-safety equipment (fire extinguishers, sprinklers) and air conditioning. The associated costs will be billed in the monthly billing under maintenance based on the square footage occupied by the Program.
- The Board will provide parking spaces for the Town's staff. Parking is available between the Church and the School and on the side streets, if necessary.
- The Board will provide information technology Wi-Fi and telephone lines for the Town.
- The Board will provide use of its staff room for the Town should staff wish to utilize it.

- The Town will assume full financial responsibility for the Program. Costs include, but are not limited to set up costs, staff salaries, benefits, furnishings, activity consumables, toys, food and telephone (other than utilities, maintenance and custodial services provided by the Board).
- The Town will be required to pay a fee based on actual costs incurred by the Board and square footage occupancy for operating costs.
- The Town will be required to pay its share of capital/renewal costs based on the square footage occupancy. The board will provide 12 months' notice to the Town should there be a capital project under consideration at the school.
- Town will be provided with controlled access on the south entrance to the Child Daycare. Fob access will be provided to the Town's staff. The school will not access this area unless required to do so for Emergency purposes.

Heritage Implications

This proposed relocation does have Heritage implications. The St. Marys Heritage Committee is aware that the oldest school building in St. Marys, the pre-Confederation limestone West Ward School, is facing a change. During the December, 2015 and the January and February, 2016 meetings of the Heritage Committee the topic of the West Ward School, and its possible vacancy was discussed.

The Heritage Committee believes that considering its age (a pre-Confederation building), its almost continuous use for 150 years as a facility for the instruction of children of various ages, its landmark status in the community, its surviving architectural features showing local limestone masonry and its association with generations of local teachers and pupils, West Ward School is a property very worthy of heritage designation. However, at this time there has not been a formal recommendation from the Committee to designate the building.

As a part of our recommendation. Staff is suggesting that a follow-up report be presented to Council regarding the options to sell the building and the heritage implications (including the Heritage Committee's Statement of Cultural Heritage Significance for the building).

SUMMARY:

This report presents information to Council regarding a partnership with the Huron Perth Catholic District School Board, and specifically Holy Name of Mary School, regarding a proposal to relocate the St. Marys Early Learning Centre to Holy Name of Mary School.

It is staff's recommendation that the Town should pursue this opportunity. There is the potential to address the challenges/deficiencies with the current daycare building (121 Ontario Street South) identified previously in this report with a modern Childcare Centre located at Holy Name of Mary School. Based on the costs analysis presented below, it appears to be more cost effective to pursue relocation of the ELC to the Holy Name site rather than to continue to operate at the existing site.

The school has a deadline for the funds to be spent by August 2016. Should Council support this proposed project the next steps/timeline for the project would include;

- March, 2016 - Approval by St. Marys Town Council
- Finalize the Lease agreement with the Huron Perth Catholic District School Board.

- Final approval of the proposed floor plan. This will include final sign off from the Ministry.
- Release of Tender by Huron Perth Catholic District School Board

Spring &
Summer, 2016 – Construction/Renovation

- Fall, 2016
- Relocation of Early Learning Services to Holy Name of Mary School.
 - Once the Early Learning services have vacated 121 Ontario Street the sale of the property can close.

FINANCIAL IMPLICATIONS:

Capital Costs

Over the next five years the Early Learning Centre is forecasting capital expenses for the current building at 121 Ontario Street in the amount of \$275,000 as shown below. These costs do not include any of the unexpected expenses that may arise (ex: broken windows, leaks, etc).

Capital Items	Cost Estimates Included in the 2016, five year budget forecast
Boiler	15,000
HVAC Replacement	100,000
Flooring	20,000
Millwork	10,000
Repointing	25,000
Insulation	25,000
Replace doors	10,000
Window replacement	15,000
Interior Painting	15,000
New Roof	40,000
Total capital costs over the next 5 years	<u>275,000</u>

Funding for the Capital Costs of this project include a number of funding streams. The Huron Perth District Catholic School Board has a Ministry allocation which would be allotted to this project in the amount of \$483,000. Stratford Social Services has grant funds allocated for the project in the amount of \$109,635 for the Blanshard Nursery School Room and \$53,204 for Infant Room Equipment and Furnishings. It is staff's intention to seek out additional grant funding for such expenses as the Playground.

The Town would be responsible for funding the balance of the capital costs. The Town funding can be achieved through the sale of the current 121 Ontario Street property, and through sourcing potential grants.

The net costs to the Town are summarized below.

*Total estimated project cost:	\$952,286 *
Less Ministry of Education Funding	(\$483,000)
Less Stratford Social Services Funding	(\$53,204)
Less Blanshard Nursery Funding	<u>(\$109,635)</u>
Net costs to the Town prior to the sale of property	\$306,447.00

*HST excluded

*The total estimated project costs include renovation, playground/fencing costs, IT/fibre and phone hookup, and equipment.

The net capital cost for this proposal is a reasonable cost to upgrade the ELC to a modern facility. For comparative purposes, a new build for a facility like this could cost in the order of \$150 - \$200/square foot. With a total square footage of 5,566 this would be a capital cost in the range of \$835,000 - \$1.1M. From a capital cost perspective, this partnership makes good financial sense.

Operating Costs

The relocation of the Early Learning Centre to Holy Name of Mary School would have a direct impact of reducing the annual operating expenses of this service. Annual operations and maintenance costs of the building would be shared on a proportionate basis with Holy Name of Mary School, based on a square footage calculation.

Based on the calculation included in the draft User Agreement the proposed operating costs for using the space at Holy Name of Mary School would be \$35,889 annually. In 2015 the annual operating costs for the existing Ontario Street facility were \$61,829.93. These costs are shown in the chart below.

Description	2013	2014	2015	Proposed budget for Operating Cost Share with Holy Name School
Janitorial Payroll	\$33,239.46	\$35,103.44	\$34,307.97	
Regular Maintenance/Contracted Services Expense	\$23,967.91	\$31,630.77	\$27,521.96	
Total	\$57,207.37	\$66,734.21	\$61,829.93	\$35,889.00

From an operating cost perspective, this partnership makes good financial sense. Based on the current projections, operating costs will decrease by \$25,940 per year.

Project Funding

The net capital cost of \$306,447 can be funded in several ways. Funding can be accomplished via the capital cost-avoidances of \$275,000 if the Town were to remain at our current site.

The project could also be funded from the operating costs savings. Within 5 years it is anticipated the Town will save approximately \$129,704 in operating costs.

The Town could also consider selling the current location and using the proceeds of that sale to help fund this project. As noted, staff are recommending that we present a further report on the building sale option.

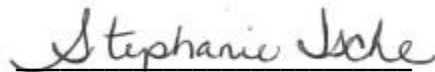
OTHERS CONSULTED:

- Brent Kittmer, CAO/Clerk
- Jim Brown, Treasurer
- Grant Brouwer, Director of Development
- Jed Kelly, Director of Public Works
- Barb Hobson, Manager of Child Care, City of Stratford

Respectfully submitted,



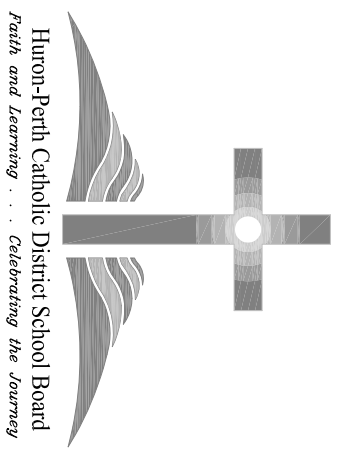
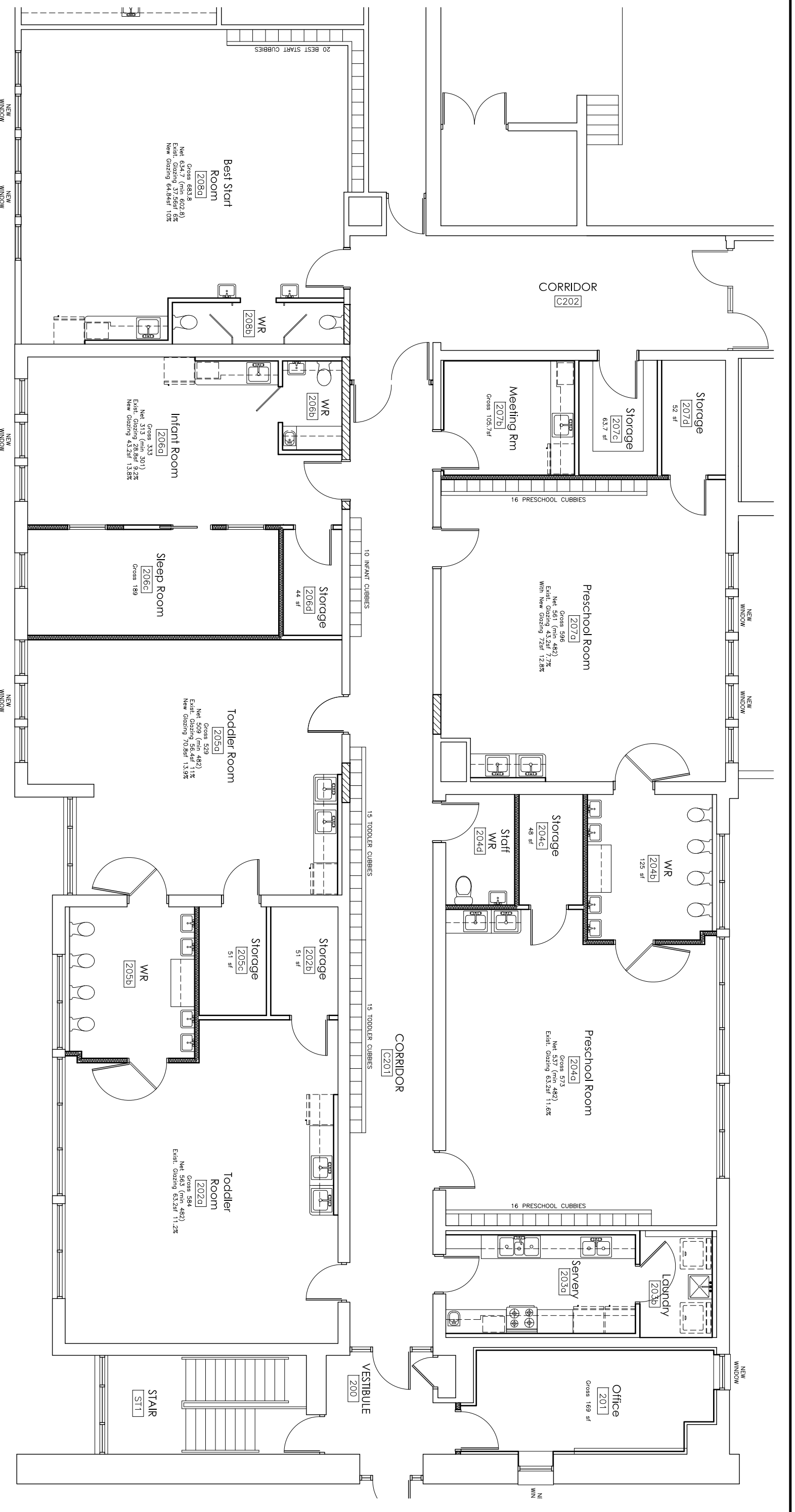
Trisha McKibbin
Director of Corporate Services



Stephanie Ische
Director of Community Services

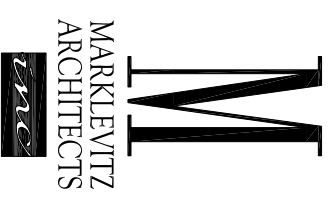


Brent Kittmer
CAO/Clerk



Proposed Childcare Center Holy Name of Mary School

2016.02.24 Not To Scale





FORMAL REPORT

Town of St. Marys

Report To:	Regular Council Meeting
Date of Meeting:	1 March 2016
Department:	Planning and Development
Status:	Open Meeting
Subject:	DEV 09-2016 Value for Service (Planning)

PURPOSE:

The purpose is to follow up from Council's direction from its meeting on January 26, 2016 where it directed:

2016-01-26-17 THAT staff be directed to prepare a report which analyzes the current contractual relationship with the County of Perth Planning Services Department and the Town of St. Marys; and further

THAT staff examine the value for service, and the possibility of cost savings through the engagement of alternate service providers; and further

THAT this report shall become part of the budget considerations for planning services.

RECOMMENDATION:

THAT Staff be directed to prepare a Request for Proposal (RFP) for Planning Services, and report back to Council with a recommended service provider.

BACKGROUND:

Perth County has been providing planning services to the Town since 1980. As long as this relationship has been in existence, there has been no set contract, other than a gentleman's agreement. When I became the Chief Building Official in 2004, I maintained the Planning portfolio how it was turned over to me. At the time Perth County charged St Marys the straight cost for employee time. In approx. 2008, Perth County changed their formula for calculating planning service at a rate of employee time plus 300%. In general terms the Town was billed for 358hrs in 2014 and 197hrs in 2015

Perth County works primarily on a time and material basis for all the work they do for us, including, planning applications review, attending meetings, developing staff reports, official plans review, etc.

REPORT:

To complete this task in a timely manner, I contacted our current service provider, two other service providers, as well as a look at an additional staff member. When speaking with the City of Stratford and Professional Planning Consultant, both were fairly confident that the majority of work would be completed by the Senior Planner.

Provider	Manager	Senior Planner	Junior Planner / GIS	Clerk
County of Perth	N/A	\$147/hr	\$102/hr	N/A
City of Stratford	\$92/hr	\$58/hr	N/A	\$45/hr
Professional Planning Consultant	\$130/hr	\$80/hr	N/A	\$50/hr
Hire Own Planning Staff	We polled other municipalities and found that the low end of the scale was \$65k for an entry level position, to \$114k for a senior planner at the highest end. If we moved forward with this option, the potential employee would fall under Band 4 (\$83k - \$103k per year). **these figures include benefits.			

SUMMARY:

With direction from Council to examine the value for service in the area of planning, Staff have solicited preliminary quotes from a number of possible service providers. Based on our preliminary review, it appears there may be some opportunity for savings in this area. However, with the varying prices received, it is difficult to complete a full cost analysis in the short turn around that Council has requested for this report.

To provide a proper review of the market for these services, and to best solicit a new service provider, it is staff's recommendation that Staff be directed to prepare a Request for Proposal (RFP) and report back to Council when the process has been completed. It is anticipated this process would be completed in the summer of 2016. During this time the Town will continue to work with the status quo, with its current planning provider Perth County.

The advantage of this approach is that staff can take time to develop a detailed scope of work for the Town's planning needs, have all service providers provide a quote on this scope of work, and then prepare a more accurate and detailed comparison of who will provide the best value for service.

FINANCIAL IMPLICATIONS:

There is \$40,000 in the 2016 budget for planning services. Historically, the Town has paid following amounts in the last three years:

- 2013 \$17,000
- 2014 \$58,838
- 2015 \$34,119


There is an additional \$20,000 in the 2016 operating budget for the County Planning services to complete the Official Plan review.

OTHERS CONSULTED:

Brent Kittmer, CAO.



Grant Brouwer
Director of Development



Brent Kittmer
CAO/Clerk



FORMAL REPORT

Town of St. Marys

Report To:	Regular Council Meeting
Date of Meeting:	1 March 2016
Department:	Operations
Status:	Open Meeting
Subject:	Queen Street Reconstruction Budget

PURPOSE:

To Update council with current budget projects for the Queen Street reconstruction project with detailed specifics regarding project creep and projected overages from 2016 budget as proposed.

RECOMMENDATION:

That Council approves the new restated budget and funding structure for Queen St. Downtown reconstruction.

BACKGROUND:

This report is in response to council resolution from Jan 11, 2016 requesting updated Queen St. Downtown reconstruction Budget projections

The last full re-construction of Queen St. was in 1972. Presently much of the underground infrastructure is only at 50% of its consumed life expectancy. Queen Street is an arterial road in St. Marys; is the only viable continuous east to west crossing; and considered to be our "Main Street". The road surface is in need of improvement, as it is severely distressed.

In addition to the road resurfacing, water services continue to fail at an accelerated rate compared to other lateral underground infrastructure. Replacement of 58 Water Services with new materials should ensure underground infrastructure could last beyond the next resurfacing requirement. Removal of the majority of sidewalks will be required to install replacement water services. This creates an opportunity to upgrade the sidewalks and improve accessibility into downtown storefronts along with accessible intersection ramp upgrades.

As noted in the Town's 2015 bridge inspection, the asphalt and water proofing membrane on the Victoria Bridge requires replacement in the immediate future. Combining these two projects would offer an economy of scale in savings. As a result, in November 2015 Council approved combining this project with the Queen Street reconstruction

Camera Inspections have revealed that some minor spot repairs to sanitary service connections are required as a part of the construction project, but overall the storm and sanitary appears to be in very good condition.

Existing Traffic controllers are end of Life and require replacements, which have been deferred from prior years to be included with full reconstruction project.

REPORT:

Construction Budget for Original Scope of Work

The original Queen Street reconstruction budget for 2016 was listed in the budget capital sheets \$1,001,000 including \$73,000 for engineering. The capital budget worksheet detailed \$929,000 for construction. Unfortunately a cost breakdown of the project using BM Ross' pricing index of Aug 2015, put total construction at \$1,188,000 including Engineering and Contingency and this appears to have been missed when former staff submitted the budget sheets. Total project cost for the 2016 budget should have restated the total project costs at \$1,188,000 in the capital sheet.

BM Ross has recently closed other similar projects scheduled for the 2016 construction season and have noted that unit prices have increased slightly. As a result, the engineering firm has updated their internal pricing index and applied the updated projections against the Queen Street cost breakdown. This has further increased the budget approximately 10%. This unit price increase could be due to commodity pricing, weak Canadian dollar and or market saturation of available contracts

Additional Items to Original Project Scope

Since the original scope of work was developed, there have been a number of additions to this project. The price impact of these changes are discussed below, and summarized in a chart at the end of this report.

Through planning and design it was identified there is a need for 3 replacement traffic signal light controllers. The existing configuration uses 2 controllers, with 1 being twinned to run Water & Wellington St. intersections. The original project scope only included 1 controller to run all three signaled Queen St. intersections. This existing configuration has been deemed as substandard by the current maintenance vendor, and not possible to replicate using current standards which employ 1 controller for each intersection. Furthermore historically the controllers would enter a flash mode during the night to maintain traffic movement for East & West traffic. This feature is no longer available, and the recommendation from the current vendor is to install semi activated controls to maintain the prominence of East - West traffic. Upgrading to semi activated controls also accommodates installation of AODA complaint pedestrian control signaling. The total cost of traffic control upgrades is \$197,000.

Council approved inclusion of Event Power between Water St. & Church St. and the installation of low voltage duct structures for future consideration within the project scope. Several solutions have been evaluated after closely examining current needs. The most compatible solution to meet event power needs and duct structure is completed at a cost of approximately \$80,000. This will allow for less cabling in the street, more stable power supply, secure access to power units during events and provide a pathway for eventual Wi-Fi or fiber optic expansion. It should be noted that the event power solution is offsetting the traffic controller installation by \$15,000 and not requiring an additional meter base.

In consultation with Festival hydro, the planning process for this project has also identified a hazard in removing the copper water service to the water meter base. Historically electrical service installation relied on the municipal drinking water distribution system to provide grounding to the individual electrical service panels. With the relatively short water service runs in the downtown core, the decision was made to eliminate all copper service pipes in order to improve longevity. Although this action should guard against future service leaks, it effectively eliminates the existing building grounding approach (through the municipal water distribution system). Town staff, through Runge and Associates (electrical engineers), have been in contact with Electrical Safety Authority (ESA) representatives. The recommendation is that grounding for electrical services affected by the construction project should be changed to

current standards with separate grounding installed at each location. These modifications will have to be performed by a qualified contractor, for a total approximate cost of \$25,000.

Project Contingency and Engineering Costs

The original budget included a component for engineering contract administration for a 50 day project at \$73,250. Additional items added to the scope of work have expanded the project timeline to a 70 day project, which brings an additional cost of \$29,300 in construction supervision costs.

Provisional items are also included in the budget to ensure there is an allowance for any unforeseen subsurface construction issues. These include: rock excavation, storm water routing & connection, as well as granular placement for building access. These items will be performed as required, and should be minimal to the overall cost.

After review, a project contingency appears to have not been included in the original 2016 capital budget worksheet. Town staff is recommending 5% of total cost, this represents an added cost of \$96,678.

SUMMARY:

The table below summarizes costs to date, restated projections of the construction cost, and project creep items originally out of scope.

Construction Budget				
Total Budget	Item Amount	Percentage over Org. Budget	Date	Remarks
\$929,000			Sept ,2015	Total Original proposed Project Amount 1,001,000 including engineering of 72K, construction amount 929K
1,181,000	\$180,000	21.5%	Nov, 2015	New projections from BM Ross using Aug 2015 Price index Note: Capital Budget Worksheet not updated
\$1,311,000	\$382,000	41%	Feb, 2016	Applied 2016 Pricing Index to Cost Breakdown worksheet
Additional Items to Original Project Scope				
1,508,000	\$197,000	21%	Feb, 2016	Traffic Controller Upgrades <ul style="list-style-type: none"> • Additional Traffic Controllers • Semi Activated Controlling • AODA Pedestrian Signaling

1,591,000	\$80,000	6%	Feb, 2016	Installation of Event power Includes: <ul style="list-style-type: none">• Low voltage communication ducts• Redirection of Existing Sound System• Power for New Traffic Signal
1,619,450	28,450	3%	Feb 2016	Provisional Items as required Includes: <ul style="list-style-type: none">• Rock Excavation• Storm Drain Reconnections• Granular placement as required
1,644,450	\$25,000	2.7%	Feb, 2016	ESA recommendations to install new ground for electrical services due to proximity of water main to façade
Contingency and Engineering				
1,821,018	91,018	10%		Design, Consultation, Contractor Prequalification Engineering Cost to Jan 2016
1,831,018	10,000	1%		Electrical Engineering - Event Power, Traffic Control power
1,904,268	73,250.00	8%		Eng. Contract Administration (Proposal 50 days)
1,933,568	29,300.00	1%		Additional Eng. Contract Administration due to scope creep (20 days)
2,020,246	96,678	5%		Contingency 5% of Total Cost
Cost Incurred to Date				
2,037,246	17,000	2%		Camera Inspection work of all Sanitary & Storm Infrastructure in construction area.
2,113,453	76,207	8%		Design & Consultation work 2015
2,150,649	37,196	1.76%		HST Net of Rebate

As of Feb 22, 2016, with latest costing index and additional project creep items a total project cost forecast of **\$2,150,649** should be used in all future considerations. This total project cost will be confirmed once the construction tender is closed.

At this point in time, staff is recommending that the project continue to proceed in 2016. It is our expectation that construction costs will not decrease by delaying the project by a year.

FINANCIAL IMPLICATIONS:

With projected total budget much higher than originally stated in the 2016 budget, after consultation with the Director of Finance the following funding structure is being proposed to fund \$2,150,649 total cost (which includes 2015 amnd 2016 costs)

Amount	Source
\$70,711	2016 OCIF Funding
\$553,000	Federal Gas Tax
\$262,000	Downtown Revitalization Reserve
\$368,459	Water Reserve
\$9648	Sanitary Repairs Funding
\$500,000	2015 Surplus
\$358,129	Road & Other Tax Levy
\$2,121,947	Total 2016 Funding Allocation

Note, funding sources identified above are for the projected 2016 costs, hence the difference from the overall project budget of \$2,150,649.


OTHERS CONSULTED:

Jim Brown , Director of Finance
Darren Alexander, P Eng., BM Ross

Respectfully submitted,



Jed Kelly
Director of Public Works



Brent Kittmer
CAO/Clerk

**Town of St. Marys
Tax Impact Residential Single Family Home
2016 Draft Budget**

Overall Impact

	Total Assessment		Change	
	2015	2016	\$	%
Tax Levy Requirement	\$ 10,957,994	\$ 11,176,500	\$ 218,506	1.99%
Weighted Assessment	883,616,245	908,363,831	24,747,586	2.80%
St. Marys Residential Tax Rate	0.0124013	0.01230399	-0.00009731	-0.78%

Impact on Average Home

	Residential Assessment		Change	
	2015	2016	\$	%
Average Single Family Home	\$ 232,750	\$ 237,000	\$ 4,250	1.83%

	Tax Rates		Taxes		Change	
	2015	2016	2015	2016	\$	%
St Marys Taxes	0.0124013	0.01230399	\$ 2,886	\$ 2,916	\$ 30	1.04%

	Phase-in	Growth
Residential	1.1%	2.0%
Multi-Residential	0.7%	4.6%
Commercial	1.1%	1.2%
Industrial	0.3%	3.1%

Version 2

**Town of St. Marys
Operation Budget Revisions
2016 Draft Budget**

	2015 Budget	Version #1	Revisions		Version #2	Change 2015 Budget vs Version #2
			Payroll	Adjust		
TAX LEVY FUNDED						
CORPORATE	1,516,900	1,561,650	(42,425)	247,985 (2)	1,767,210	(250,310)
DAYCARE	53,868	130,436	(34,037)	-	96,399	(42,531)
HERITAGE	38,003	54,740	(34,037)	-	20,703	17,300
MUSEUM	213,130	153,311	(31,430)	-	121,881	91,249
TAXATION	(10,985,822)	(11,279,975)	-	-	(11,279,975)	294,153
COUNCIL	135,436	132,318	-	2,000 (3)	134,318	1,118
EXTERNAL TRANSFERS	1,454,948	1,555,522	-	(44,280) (4)	1,511,242	(56,294)
POLICE	1,175,826	1,166,487	-	1,500 (5)	1,167,987	7,839
TREASURY	429,298	486,120	8,732	15,000 (6)	509,852	(80,554)
FIRE	293,782	307,236	(44,963)	22,027 (7)	284,300	9,482
HR & BENEFIT ADMIN	302,091	298,988	28,789	-	327,777	(25,686)
IT	274,897	269,997	(51,402)	-	218,595	56,302
LIBRARY	295,326	340,262	-	(3,375) (8)	336,887	(41,561)
OPERATIONS						
PUBLIC WORKS	626,152	525,132	(15,574)	-	509,558	116,594
ROADS	768,053	778,573	(2,000)	-	776,573	(8,520)
STREET LIGHTS	148,500	115,425	-	-	115,425	33,075
FLEET	-	-	(160)	160 (9)	-	-
WASTE & LEAF COLLECTION, RECYCLING	166,992	185,455	85	-	185,540	(18,548)
STORM	52,948	39,432	110	-	39,542	13,406
FORESTRY, TRAILS & OPEN SPACES	202,513	189,210	(575)	-	188,635	13,878
BLDG/PROPERTY STANDARDS	83,696	59,704	-	5,000 (10)	64,704	18,992
ECONOMIC DEVELOPMENT	348,310	485,234	55,497	(105,000) (11)	435,731	(87,421)
FACILITIES	1,238,168	1,146,956	-	-	1,146,956	91,212
HOME SUPPORT	35,886	36,917	4,725	(4,842) (12)	36,800	(914)
RECREATION	1,131,099	1,260,870	22,490	-	1,283,360	(152,261)
	-	-	(136,175)	136,175	-	-
SELF FUNDING SERVICES						
LANDFILL	-	-	(513)	513 (13)	-	-
WASTE WATER	-	-	24,385	(24,385) (13)	-	-
WATER	-	-	24,383	(24,383) (13)	-	-
	-	-	48,255	(48,255)	-	-
	-	-	(87,920) (1)	87,920	-	-

Notes:

- (1) Results of 2016 reorganization both with staff reductions and new positions. New hires in 2016 have been factored in at less than a full year cost. Fire Prevention Officer position revised with a mid year start date.
- (2) Net impact of revisions offset with an increase in transfer to reserve. Does not impact the 2016 levy.
- (3) 2015 actuals indicated a budget increase is required for cell phone costs.
- (4) 2016 shared services cost initially budgeted under new weighted assessment basis. As new agreement has yet to be approved by all parties have reverted back to original costing formula.
- (5) Printing of supply of parking tickets anticipated to be a 2015 expense where delay until 2016.
- (6) Increase in anticipated consultant fees to \$25K total for review of Canadian Baseball Hall of Fame and Museum proposal.
- (7) Reduce FPO position from full year to a mid year hire date.
- (8) Miscellaneous adjustment from Library which were reflected in Board presentation.
- (9) Balancing adjustment.
- (10) Increase of advertising budget for 2016 Queen St. Core Area reconstruction project.
- (11) Removal of Façade Grant program increase. Costs have now been included in project tender.
- (12) Changes made to match late notification of funding from Ministry.
- (13) Transfers to reserves to net departments to zero.

**Town of St. Marys
Department Consolidation
2016 Budget Draft**

	2015		2016	Unfav (Fav) Budget Changes 2015 to 2016
	Actual	Budget		
	TAX LEVY FUNDED			
CORPORATE	1,505,542	1,516,900	1,767,210	250,310
DAYCARE	(12,456)	53,868	96,399	42,531
HERITAGE	60,957	38,003	20,703	(17,300)
MUSEUM	201,805	213,130	121,881	(91,249)
TAXATION	(11,114,351)	(10,985,822)	(11,279,975)	(294,153)
COUNCIL	134,474	135,436	134,318	(1,118)
EXTERNAL TRANSFERS	1,446,532	1,454,948	1,511,242	56,294
POLICE	1,172,210	1,175,826	1,167,987	(7,839)
TREASURY	431,910	429,298	509,852	80,554
FIRE	236,919	293,782	284,300	(9,482)
HR & BENEFIT ADMIN	261,629	302,091	327,777	25,686
IT	283,173	274,897	218,595	(56,302)
LIBRARY	299,907	295,326	336,887	41,561
OPERATIONS				
PUBLIC WORKS	660,358	626,152	509,558	(116,594)
ROADS	596,965	768,053	776,573	8,520
STREET LIGHTS	153,390	148,500	115,425	(33,075)
FLEET	3,936	--	--	--
WASTE & LEAF				
COLLECTION, RECYCLING	179,145	166,992	185,540	18,548
STORM	62,123	52,948	39,542	(13,406)
FORESTRY, TRAILS & OPEN				
SPACES	210,004	202,513	188,635	(13,878)
BLDG/PROPERTY STANDARDS	67,922	83,696	64,704	(18,992)
ECONOMIC DEVELOPMENT	277,304	348,310	435,731	87,421
FACILITIES	1,179,535	1,238,168	1,146,956	(91,212)
HOME SUPPORT	38,434	35,886	36,800	914
RECREATION	1,155,479	1,131,099	1,283,360	152,261
	(507,154)	--	--	--
SELF FUNDING SERVICES				
LANDFILL	--	--	--	--
WASTE WATER	--	--	--	--
WATER	--	--	--	--
	(507,154)	--	--	--

**Town of St. Marys
Capital Budget Revisions
2016 Draft Budget**

	Funding Sources Affected by Budget Revisions							Capital Reserves
	Capital Expenditures	Debtenture	OCIF	Federal Gas Tax	Downtown Revitalization	PW Equip	Capital Reserves	
Totals per Draft Budget Version #1	7,239	278	71	364	239	400	3,737	
Deferrals to 2017 or Completed in 2015	(142)						(142)	
Budget Revisions								
Cemetery Columbarium (2015 cfwd)	53						53	
MOC, Record Mgmt Bldg/PW/WW Shelving	20						20	
Museum, Storage Shelving (2015 cfwd)	10						10	
Library, Needs Study	37						37	
PW Equip, Refurbish Sweeper								
Original Budgeted Replacement	250							
Revised to Refurbishment	55						(195)	
Replacement of Landfill Compactor	325						325	
Replace T-30 Sterling Truck								
Original Budget	150							
Revised Replacement Cost	240						90	
Pre-Construction Cost Wellington St Bridge								
Original Budget	15							
Revised Budget	150						135	
Queen St. Core Area Reconstruction								
Original Budget	1,001							
Revised Budget	2,122						909	
WWTP Methane Gas Compressor Replacement								
Original Budget	100							
Revised Budget	180						100	
WWTP Reline Primary Digester								
Original Budget	180							
Revised Budget	180						(198)	
Water St. Bridge								
Original Budget	180							
Revised Budget	198						220	
Total Budget Revisions	1,734	180	198	189	23	220	924	
Totals per Draft Budget Version #2	8,973	458	269	553	262	620	4,661	

Includes anticipated 2015 surplus of \$500,000.

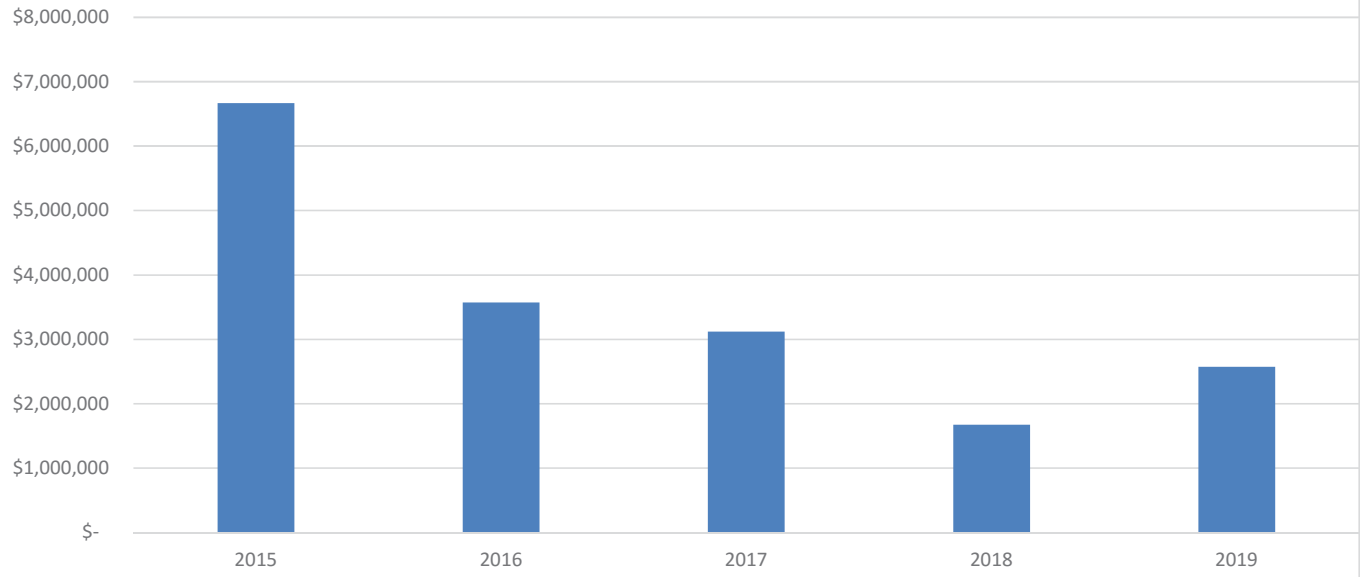
**Town of St. Marys
2016 Draft Capital Budget**

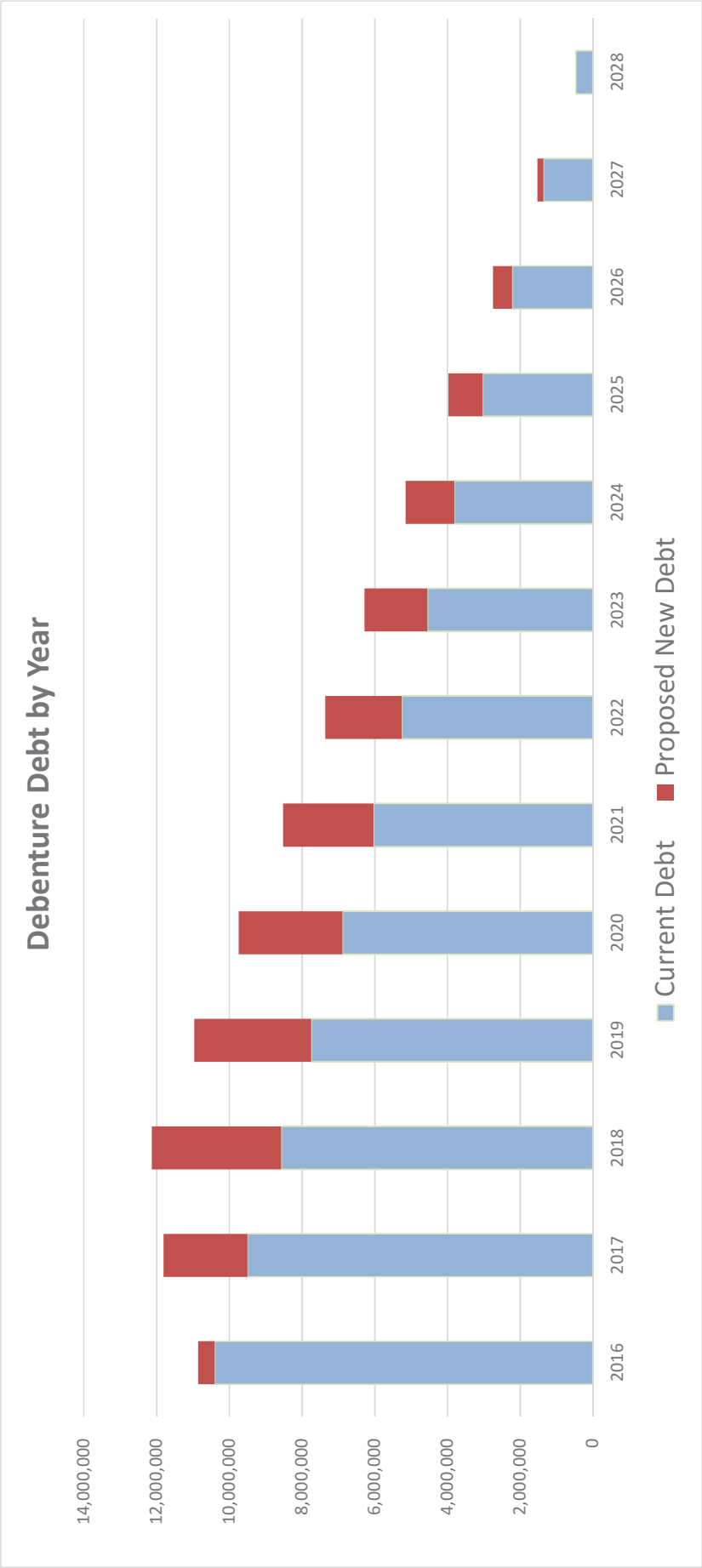
	Debt/ure	Developer	Grants	OCIF	UTRCA	Res Fd - Dev Charges	Res Fd - Fed Gas Tax	Res Fd - Parkland	Reserve - Downtown Revit	Reserve - Fire Equipment	Reserve - General Capital	Reserve - Info Technology	Reserve - Landfill	Reserve - Library	Reserve - Munn Facilities	Reserve - PW Equipment	Reserve - Recreation	Reserve - Roads	Reserve - Storm	Reserve - Waste Water	Reserve - Water	Total
Admin											53											53
Records Management - Storage, Mobile Storage Carriages (Phase Two)																						
Cem															53							53
Cemetery, Columbarium (additional units)																						
Facilities																						
All facilities, Energy Efficiency Upgrades															50							50
Cemetery Chapel, General Building Repair (approved 2015 cfwd)2															10							10
ELC, ELC Exterior Front & Rear Door Replace															10							10
ELC, Insulation															25							25
ELC, Repointing															10							10
Fire hall, Condition Assessment															15							15
Junction station, Doors & Windows			36												25							25
Junction station, Water install															25							25
Library, Library Front Porch Portico															18							18
Library, Library Window Replacements on Addition															18							18
Library, Roof Replacement-back half of building2															18							18
MOC, Accessible Counter Remodel															15							15
MOC, Record Management Bldg/PW/Reserve - Water/WW Shelving															20							20
Museum, Main House Furnace															10							10
Museum, Storage Shelving cfwd 2015											300				10							300
Town Hall Carry forward to 2016, Bell Tower Repair															15							15
Town Hall, Air Handlers															10							10
Town Hall, Chimney Inspection- Queen Street															10							10
Town Hall, Sign															20							20
Town Hall, Theatre Upgrades-Town's portion of Trillium grant for Com Players															10							10
Via, Chimney inspection & Repairs																						
Fire																						
Aerial Truck - Used										500												500
Apparatus Bottles											10											10
Portable Pumps											5											5
Portable Radios											2											2
Radio Repeater											4											4
IT																						
Hardware (Computers, Scanners, Printers, etc)												15										15
Telephone Replacement Solution												30										30
Landfill													167									167
Environmental Assessment & EPA Approvals, Waste Management Improvements																						
Library																						
Annual Circulating Collection Purchase							10															10
Library, Study of Library Facility and Service Level														48								48
														37								37

**Town of St. Marys
2016 Draft Capital Budget**

	Debt/ure	Developer	Grants	OCIF	UTRCA	Res Fd - Dev Charges	Res Fd - Fed Gas Tax	Res Fd - Parkland	Reserve - Downtown Revit	Reserve - Fire Equipment	Reserve - General Capital	Reserve - Info Technology	Reserve - Landfill	Reserve - Library	Reserve - Mun Facilities	Reserve - PW Equipment	Reserve - Recreation	Reserve - Roads	Reserve - Storm	Reserve - Waste Water	Reserve - Water	Total
Parks								50			25						40					75
PARKS, Cadzow Playground																						40
PARKS, Quarry Fencing																						25
PARKS, Quarry Guard Chairs															25							35
PW Equipment																						
Refurbish, J-40 - 2000 Sweeper																55						55
Replacement, J-70 - 1986 Caterpillar (landfill compactor)																325						325
Replacement, T-30 - 2003 Sterling (approved 2015 cfwd)																240						240
Recreation																						
PRC, Community Centre Painting & Flooring - Hall & Entrance										90					80							80
PRC, Ice Re-Surfacier (Zamboni, Olympia)															12							12
PRC, Nobles 24' scrubber															8							8
PRC, Olympia Ice Edger										180					25							180
PRC, PRC Pool Roof															24							25
PRC, Protective Netting around Ice Pad															24							24
PRC, RTAC 4 (Roof Top Air Conditioner/Heater) approved 2015 cfwd																						70
Quarry Pool, Quarry Upgrades (diving, floatables, etc TBD)																						
Roads																						
Reconstruction & Ext. of Glass St., Emily St. (Overpass to 220m west of Thamesview)		1,071																1,023			145	2,239
Reconstruction, Warner St.(Queen to Egin) Jones St. (Warner to Salina)																		64				64
Reconstruction, Surface asphalt in 2016., St. Maria / Wellington / Washington St.																		126				126
Replace Bridge, Wellington St. Bridge																		150				150
Replace deck and floor beams, re-coat trusses, Water St. Bridge				198							390											588
Water Services, Surface, Sidewalks, Queen St. (Peel to Thomas)				71			553		262									858		10	368	2,122
Storm																						
Replace Millrace & West Bypass Gates, Dam Repairs																				77		77
Toe Protection - Section 3 & 8, Floodwall Repairs					126																	126
Waste/Reserve - Water																					25	25
Determine Sanitary Work Required , Sanitary Sewer Inspection Pre Reconstruction																						
WWTP																						
Methane gas compressor WWTP	180																				100	100
Reline Primary Digester WWTP	31																				180	180
Waste Water Treatment Plant Loading Pump Biosolids	45																					31
Waste Water Treatment Plant OS Study Completion	195																					45
Waste Water Treatment Plant Roofs	451	1,071	36	269	126	10	553	50	262	500	1,129	45	167	85	578	620	75	2,221	77	135	513	8,973
Total																						

Town of St. Marys Total Capital Reserves





**Town of St. Marys
2016 Draft Budget
Grant Requests**

	2014		2015		2016	
	Requested	Approved	Requested	Approved	Requested	Approved
Grant Requests						
Canadian Baseball Hall of Fame <i>Induction Festivities</i>	7,100	4,800	6,700	6,700	5,900	5,900
St. Marys Goals Program <i>School Breakfast Program</i>	1,815	1,815			6,000	6,000
Stratford Perth Business Centre	4,000	4,000				
Canada Day Parade			420	420	425	425
St. Marys Mobility - <i>Fish Fry Fundraiser</i>			815	815		
Save VIA			5,500	5,500	20,000	13,000
Little Falls Public School <i>Forest School Program</i>	1,500		1,000	1,000	1,000	--
Canadian Tire Jump Start			2,000	2,000		
St. Marys Skating Club - <i>2016-2017 Season Rate Reduction</i>					5,000	--
Holy Name of Mary Catholic School - <i>Natural Outdoor Playground</i>					9,200	--
St. Marys Ringette Association - <i>Referee Clinic</i>					283	--
Stratford Perth Community Foundation - <i>Regional Development Initiative</i>					2,500	2,500
St. Marys Beautification Committee - <i>Purchase and Maintain Flowers</i>					2,500	2,500
River Rock Music, Food and Arts Festival - <i>Support Festival</i>					3,009	3,009
	<u>14,415</u>	<u>10,615</u>	<u>16,435</u>	<u>16,435</u>	<u>55,817</u>	<u>33,334</u>
					Proposed	
Town Initiative						
St. Marys High School Scholarship	1,000	1,000	1,000	1,000	1,500	1,500
St. Marys Hospital Foundation	50,000	50,000	50,000	50,000	50,000	50,000
United Way	5,500	5,500	5,500	5,500	5,500	5,500
Community Meal	1,000	1,000	1,000	1,000	1,000	1,000
	<u>57,500</u>	<u>57,500</u>	<u>57,500</u>	<u>57,500</u>	<u>58,000</u>	<u>58,000</u>
Total	<u>71,915</u>	<u>68,115</u>	<u>73,935</u>	<u>73,935</u>	<u>113,817</u>	<u>91,334</u>

Version 2

**BY-LAW NUMBER 07 OF 2016
THE CORPORATION OF THE TOWN OF ST. MARYS**

Being a by-law to authorize the Signing of an Agreement between the Corporation of the Town of St. Marys and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Agriculture, Food, and Rural Affairs (“Ontario”)

WHEREAS The Corporation of the Town of St. Marys applied for and has received funding (“the grant funds”) from Ontario under the Ontario Community Infrastructure Fund for the Water Street Bridge Rehabilitation;

AND WHEREAS Ontario requires all recipients to sign a Contribution Agreement (the “Agreement”) which sets out the terms and conditions for the use of the grant funds, and the Corporation of the Town of St. Marys deems it expedient to enter into said agreement;

THEREFORE The Council of the Corporation of the Town of St. Marys enacts:

1. That the Mayor and Clerk / CAO are authorized to sign the Agreement with Ontario on behalf of the Corporation of the Town of St. Marys; and further
2. That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-Law, and to affix to the Agreement the Corporate Seal of the Corporation of the Town of St. Marys.
3. This By-Law comes into force and takes effect this final day of passing thereof.

Read a first and second time this 1st day of March, 2016.

Read a third and final time and passed this 1st day of March, 2016.

Mayor Al Strathee

Brent Kittmer, CAO/Clerk

**BY-LAW NUMBER 08 OF 2016
THE CORPORATION OF THE TOWN OF ST. MARYS**

Being a by-law to authorize the Signing of an Agreement between the Corporation of the Town of St. Marys and the Corporation of the City of Stratford (the “City”);

WHEREAS The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with the City for the purpose of providing fire dispatch services; and,

AND WHEREAS The Corporation of the Town of St. Marys deems it expedient to enter into an Agreement with the City for the purpose of clarifying and delineating their respective rights, obligations, payments and billing arrangements of and for the fire dispatch services;

THEREFORE The Council of the Corporation of the Town of St. Marys enacts:

1. That the Mayor and Clerk / CAO are authorized to sign the Agreement with the City on behalf of the Corporation of the Town of St. Marys; and further
2. That a copy of the said Agreement is attached hereto and designated as Schedule A to this By-Law, and to affix to the Agreement the Corporate Seal of the Corporation of the Town of St. Marys.
3. This By-Law comes into force and takes effect this final day of passing thereof.

Read a first and second time this 1st day of March, 2016.

Read a third and final time and passed this 1st day of March, 2016.

Mayor Al Strathdee

Brent Kittmer, CAO/Clerk

BY-LAW 09 OF 2016

THE CORPORATION OF THE TOWN OF ST. MARYS

Being a By-Law to confirm all actions and proceedings of the Council of the Corporation of the Town of St. Marys at its regular meeting held on March 1, 2016.

WHEREAS: The *Municipal Act, 2001, S.O. 2001, c.25*, as amended, Section 5(3), as amended provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS: The Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;

THEREFORE: The Council of the Town of St. Marys enacts:

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its regular meeting held on the 1st day of March, 2016 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.
2. This by-law comes into force on the final passing thereof.

Read a first and second time this 1st day of March, 2016.

Read a third and final time and passed this 1st day of March, 2016.

Mayor Al Stratthdee

Brent Kittmer, CAO/Clerk