

ADDENDUM Note

Please note that the Agenda for the Regular Meeting of Council to be held on June 27, 2017 has the following additions/corrections:

3. ADOPTION OF MINUTES

a) Regular Meeting of Council May 30, 2017

The Regular Meeting of Council Minutes from May 30, 2017 were missed from the original Agenda package and are now included.

8. COMMITTEE, BOARDS & STAFF REPORTS

a) Coordinated Committee – June 8, 2017

The Chair Report for the Community Services Section of Coordinated Committee has been updated to reflect the correct resolution that pertains to item 3.4.1.d. iii) (Electric Elements Fee Payment Proposal).

*Please note the related minutes contained the correct resolution.

11. BY-LAWS AND CONFIRMATORY BY-LAW

By-law Number **2017-66** is now added to the Agenda as a By-law to authorize the execution of an Agreement between the Town of Wasaga Beach and Her Majesty the Queen in Right of Ontario as represented by the Minister of Tourism, Culture and Sport (Celebrate Ontario Grant 2017).



REGULAR MEETING OF COUNCIL

MINUTES

Tuesday, May 30, 2017 at 7:00 p.m.

PRESENT:

B. Smith	Mayor
N. Bifulchi	Deputy Mayor
J. Belanger	Councillor
S. Bray	Councillor
R. Ego	Councillor
B. Smith	Councillor
B. Stockwell	Councillor
G. Vadeboncoeur	Chief Administrative Officer
A. Fay	Director, Legislative Services and Clerk
L. Borland	Deputy Clerk
D. Herron	Manager of Planning
T. Jarratt	Zoning Administrator

1. CALL TO ORDER

Mayor Smith called the meeting to order at 7:00 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

There were no disclosures of Pecuniary Interest made at this time.

3. ADOPTION OF MINUTES

a) Regular Meeting of Council April 25, 2017

MOVED BY R. EGO
SECONDED BY S. BRAY

RESOLUTION NO. 2017-08-01

RESOLVED THAT the Minutes of the Regular Meeting of Council held Tuesday April 25, 2017, are hereby adopted as circulated.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

b) Special Meeting of Council May 5, 2017

MOVED BY J. BELANGER
 SECONDED BY R. EGO

RESOLUTION NO. 2017-08-02

RESOLVED THAT the Minutes of the Special Meeting of Council held Friday May 5, 2017, are hereby adopted as circulated.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

c) Special Meeting of Council May 16, 2017

MOVED BY S. BRAY
 SECONDED BY R. EGO

RESOLUTION NO. 2017-08-03

RESOLVED THAT the Minutes of the Special Meeting of Council held Tuesday May 16, 2017, are hereby adopted as circulated.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

d) Special Meeting of Council May 25, 2017

MOVED BY R. EGO
 SECONDED BY J. BELANGER

RESOLUTION NO. 2017-08-04

RESOLVED THAT the Minutes of the Special Meeting of Council held Thursday May 25, 2017, are hereby adopted as circulated.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

4. DEPUTATIONS, PRESENTATIONS, PETITIONS & PUBLIC MEETINGS

a) **Public Meeting – 818 Mosley Street – Zoning By-law Amendment - 2336543 Ontario Limited (Orofino) – Z03/17**

The Mayor called the public meeting to order and indicated that the meeting related to lands legally described as Lot 57, Block D, Plan 674, Lot 94, 95, 97, 98 and Part Lot 96 Plan 837, located at 818 Mosley Street, Town of Wasaga Beach.

The purpose of the Zoning By-law Amendment is to add a commercial school to the uses permitted within the site specific Tourist Commercial Fourteenth Exception (CT-14) Zone.

The effect of the proposed Zoning By-law Amendment would modify the existing zoning to allow a commercial school as a permitted use for lands municipally addressed as 818 Mosley Street.

Notice of the Public Meeting was published in the Wasaga Sun Newspaper on May 4, 2017 and circulated to all agencies and property owners and assessed persons within 400 feet from the subject lands as prescribed in the *Planning Act*. This provided 20 days of notice for the public meeting and this meeting is therefore properly constituted as required by the Planning Act.

As a result of the circulation of the Notice of Public Meeting the following written comments were received:

Letters of Support: None

Letters of No objection: None

Letters of Concern: None

Letters of Objections: An email submitted by Antonietta Deo dated May 11, 2017 wherein she states she is opposed to the change. She provided her opinion that the use proposed may be a front for possibly other uses such as religious.

An email submitted by Joseph Deo dated May 15, 2017 who states concerns that the change could set a precedent for multiple zoning in a strip mall, the size of the use seems excessive, and that the application could be a front for other organized operations.

The Director, Legislative Services and Clerk advised that no further letters or correspondence in regard to this matter have been received.

Ms. Kristine Loft of Loft Planning Inc. presented to Council an overview of the proposal and intended use for a private high school facility. The Manager of Planning and the Zoning Administrator were also present at this time.

Mayor Smith thanked Ms. Loft and asked if any members of the public wished to provide input either in support of, or in opposition to, the proposed amendment. There were no members of the public that came forward to comment.

The Mayor then asked if there were any comments from the members of Council. Ms. Loft responded to the questions brought forward by members of Council.

Mayor Smith advised that the comments received today will be referred back to Development Services Section of Coordinated Committee where a decision will be made whether to recommend the proposed Zoning By-Law Amendment to proceed further through the approval process.

Anyone receiving Notice of the Public Meeting will receive Notice of the Decision of Council in this matter. If you did not receive the Notice and would like to receive a copy of the Notice of Decision for the proposed Zoning By-law Amendment, please make a written request to the Clerk of the Town of Wasaga Beach.

The Public meeting portion of the Agenda adjourned at 7:19 p.m.

5. COMMENT PERIOD

“A fifteen (15) minute session wherein persons in attendance at the Regular Meeting of Council have an opportunity to make a comment pertaining to items that are listed on the agenda to be dealt with by Council. Comments will be received for Council consideration but will not be discussed or debated at this time.”

Burt Jeffreys – Fawndale Crescent

- Owned a trailer and kept it in a trailer park years ago
- I don't agree with this amendment. I don't mind a person bringing the trailer into load and unload, but this looks disgusting when they are here longer.

Susan Rankine 99 Royal Beech Drive

- Opposed to changing the parking of vehicles by-law as it is fine just the way it is. I would never leave my 38 foot fifth wheel in our driveway as it looks terrible. To back out of our driveway and not possibly hit a child is very dicey because in our area they come whipping by the driveway and this is a huge concern let alone just the aesthetics.
- The units are only getting bigger, so they should be able to afford to park them properly off site somewhere.

Mary Bird – Knox Road West

- I agree with the previous comments made. These big units are ugly and I do not feel they should be allowed in residential areas. I don't want to see any big vehicles or storage units in residential areas.

Diane Raino 29 Fawndale Crescent

- I Concur with the last comments. I am totally against the amendment as it corrupts the streets aesthetically. There is no pride of homeownership and the house no longer exists from the street.
- Let's be sensible on this if we want to return to the old beach community.
- We want to encourage neighborhoods where people have respect and pride in home ownership.
- I am 100% against this.

Albert I

- Questions about the dredging at the mouth of the river. Sand is being washed in – river bed is shallower. I have the answer to fix it and if the money is there we need to fix it once and for all.
- Mayor Smith advised Albert to speak with the Director of Public Works, Kevin Lalonde as he sits on the River Resource Committee and might best answer his questions.

Colette Rayakovich - 56 White Sands Way

- I would like to inform Council and the public that my husband and I do not support recreational vehicles in driveways in residential areas especially in subdivisions. A longer driveway in a country is different.
- They are an eye sore for neighbours. Some are parked in front yards and become even more of an eye sore.
- When people are outdoors these large vehicles block the view.
- Wasaga is no longer a little village with few homes; it has grown and had many homes/subdivisions added. It does not portray a good view to potential new residents to have these vehicles here. They are distasteful to look at.

6. UNFINISHED BUSINESS – None**7. CORRESPONDENCE – Received for Information****a) Minister of Municipal Affairs – Letter to Council Re: Proposed Building Code – Septic System Pump Out Requirement**

MOVED BY S. BRAY

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2017-08-05

RESOLVED THAT Council receive the letter from the Minister of Municipal Affairs, dated May 11, 2017, for information.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

b) Simcoe County – Letter to the Clerk Re: School board Trustee Appointment of Rob North (English Language Public) for Township of Tiny and Towns of Wasaga Beach and Penetanguishene

MOVED BY N. BIFOLCHI

SECONDED BY J. BELANGER

RESOLUTION NO. 2017-08-06

RESOLVED THAT Council receive the letter from Simcoe County, dated May 2, 2017, for information.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea

Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

CORRESPONDENCE – Requiring Action**a) Great Lakes Mayors – Letter to the Minister of Environment and Climate Change Re: Opposing Ontario Power Generation’s proposed Deep Geologic Repository (DGR)**

Councillor Bray spoke to this item and requested it be referred back to staff for review and further information. Council members had further discussion and made comments on the history of this item. It was then;

MOVED BY	S. BRAY
SECONDED BY	N. BIFOLCHI

RESOLUTION NO. 2017-08-07

RESOLVED THAT the Council of the Town of Wasaga Beach refer the request to have a letter addressed to the Minister of Environment and Climate Change under the signature of the Mayor with respect to the plan to construct a Nuclear Waste Repository on the shore of Lake Huron in Kincardine, Ontario at the Bruce Nuclear site, back to staff for further review and information.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

b) 2017 National Access Awareness Week – Proclamation

MOVED BY	S. BRAY
SECONDED BY	J. BELANGER

RESOLUTION NO. 2017-08-08

RESOLVED THAT the Council of the Town of Wasaga Beach does hereby proclaim May 28 – June 3, 2017 as National Access Awareness Week in the Town of Wasaga Beach.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

c) Fetal Alcohol Spectrum Disorder (FASD) Awareness Day – Proclamation

MOVED BY J. BELANGER

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2017-08-09

RESOLVED THAT the Council of the Town of Wasaga Beach does hereby proclaim September 9, 2017 as FASD Awareness Day in the Town of Wasaga Beach.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

d) St. John Ambulance Week – Proclamation

MOVED BY S. BRAY

SECONDED BY B. STOCKWELL

RESOLUTION NO. 2017-08-10

RESOLVED THAT the Council of the Town of Wasaga Beach does hereby proclaim June 19 – June 25, 2017 as St. John Ambulance Week in the Town of Wasaga Beach.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

e) Falun Dafa Month – Proclamation

MOVED BY B. STOCKWELL

SECONDED BY S. BRAY

RESOLUTION NO. 2017-08-11

RESOLVED THAT the Council of the Town of Wasaga Beach does hereby proclaim the month of May 2017 as Falun Dafa Celebration Month in the Town of Wasaga Beach.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

f) Wasaga Beach Blood Donor Clinic – World Blood Donor Day – Proclamation

MOVED BY S. BRAY
 SECONDED BY N. BIFOLCHI RESOLUTION NO. 2017-08-12

RESOLVED THAT the Council of the Town of Wasaga Beach does hereby proclaim June 14, 2017 as Wasaga Beach Blood Donor Day, in support of World Blood Donor Day, in the Town of Wasaga Beach.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

g) World Oceans Day – Proclamation

MOVED BY B. STOCKWELL
 SECONDED BY S. BRAY RESOLUTION NO. 2017-08-13

RESOLVED THAT the Council of the Town of Wasaga Beach recognizes and supports the need to protect our water, waterways and oceans for the life they give us and does hereby proclaim June 8, 2017 as World Oceans Day, in the Town of Wasaga Beach.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

CORRESPONDENCE – Referred**a) Highway of Heroes Canada 150 Tree Planting Initiative**

MOVED BY S. BRAY
 SECONDED BY B. STOCKWELL RESOLUTION NO. 2017-08-14

RESOLVED THAT the Council of the Town of Wasaga Beach receive the resolution and proposed challenge from the Town of Shelburne, dated May 15, 2017, regarding the Highway of Heroes Canada 150 Tree Planting Initiative, for consideration.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea

Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

8. COMMITTEE, BOARDS & STAFF REPORTS**a) Coordinated Committee – May 11, 2017**

MOVED BY	B. SMITH
SECONDED BY	S. BRAY

RESOLUTION NO. 2017-08-15

RESOLVED THAT Council receive the Coordinated Committee Reports of May 11 2017, as circulated and approves all actions contained therein.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

b) Committee of the Whole – May 16, 2017

MOVED BY	B. SMITH
SECONDED BY	B. STOCKWELL

RESOLUTION NO. 2017-08-16

RESOLVED THAT Council receive the Committee of the Whole Report of May 16, 2017, as circulated and approves all actions contained therein.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

c) Accounts – April 1, 2017 – April 30, 2017

MOVED BY	B. SMITH
SECONDED BY	S. BRAY

RESOLUTION NO. 2017-08-17

RESOLVED THAT Council does hereby approve the April 1, 2017 – April 30, 2017 Accounts in the amount of \$2,058,610.96

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea

Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

d) Clerk –Verbal Report – Committee Appointments

The Director, Legislative Services and Clerk spoke to the highlights of her report and recommendation. It was then;

MOVED BY	S. BRAY
SECONDED BY	N. BIFOLCHI

RESOLUTION NO. 2017-08-18

RESOLVED THAT Council hereby approves the changes to Committee Appointments by amending Schedule “B” of By-law 2014-112 by removing F. Bombardier due to a recent resignation and adding Colleen Sedgman, Caroline Duffney and Fiona Ryner under the Healthy Community Network Committee.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

e) Age Friendly Community Advisory Committee – Seniors Month Proclamation (June)

MOVED BY	N. BIFOLCHI
SECONDED BY	B. STOCKWELL

RESOLUTION NO. 2017-08-19

RESOLVED THAT the Council of the Town of Wasaga Beach hereby proclaim June as Seniors Month in Wasaga Beach.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

9. NOTICES OF MOTION - None**10. MOTIONS – WHERE NOTICE HAS BEEN PREVIOUSLY GIVEN - None****11. BY-LAWS AND CONFIRMATORY BY-LAW**

MOVED BY	J. BELANGER
SECONDED BY	B. STOCKWELL

RESOLUTION NO. 2017-08-20

RESOLVED THAT a By-law to appoint a Director of Finance and Treasurer for the Town of Wasaga Beach and to repeal by-law 2011-80, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-46.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

MOVED BY J. BELANGER
 SECONDED BY B. STOCKWELL

RESOLUTION NO. 2017-08-21

RESOLVED THAT a By-law to set the Tax Rates and to Levy Taxes for the year 2017, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-47.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

MOVED BY B. STOCKWELL
 SECONDED BY J. BELANGER

RESOLUTION NO. 2017-08-22

RESOLVED THAT a By-law to appoint a Director, Recreation, Events and Facilities for the Town of Wasaga Beach and to repeal by-law 1992-34, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-48.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

MOVED BY B. STOCKWELL
 SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2017-08-23

RESOLVED THAT a By-law to amend By-law 2016-143 being a by-law to appoint members to the Age Friendly Community Committee, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-49.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

MOVED BY B. STOCKWELL
 SECONDED BY J. BELANGER

RESOLUTION NO. 2017-08-24

RESOLVED THAT a By-law to amend By-law No. 2005-71, being a by-law to establish rates and regulations for the parking of vehicles within the Town of Wasaga Beach, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-50.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

MOVED BY R. EGO
 SECONDED BY J. BELANGER

RESOLUTION NO. 2017-08-25

RESOLVED THAT a By-law to amend By-law No. 2016-177 being a by-law to establish fees and charges to be collected by the Town, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-51.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

MOVED BY B. SMITH
 SECONDED BY R. EGO

RESOLUTION NO. 2017-08-26

RESOLVED THAT a By-law to amend By-law No. 2007-38 being a by-law to licence, regulate and govern businesses carried on within the Municipality, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-52.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea

Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

Deputy Mayor Bifulchi and Councillor Bray made comments in regard to this item. It was then;

MOVED BY B. STOCKWELL
 SECONDED BY B.SMITH

RESOLUTION NO. 2017-08-27

RESOLVED THAT a By-law to authorize the execution of a Lease Agreement between the Town of Wasaga Beach and Spirit Apparel Inc. o/a Shore Store for a Commercial Lease at 13 First Street, Units 3 and 4, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-53.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Nay
Councillor Bray	Nay
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

Councillor Bray made a comment in regard to this item. It was then;

MOVED BY B. STOCKWELL
 SECONDED BY B. SMITH

RESOLUTION NO. 2017-08-28

RESOLVED THAT a By-law to authorize the execution of a Lease Agreement between the Town of Wasaga Beach and Gil Mechaly in Trust for a company to be incorporated for a commercial lease at 14 First Street Unit 1, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-54.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Nay
Councillor Bray	Nay
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

Members of Council made comments and asked questions in regards to this item feeling the item should be referred back to staff for further review. The Manager of Planning addressed questions of Council. It was then;

MOVED BY B. SMITH
 SECONDED BY B. STOCKWELL

RESOLUTION NO. 2017-08-29

RESOLVED THAT the Council of the Town of Wasaga Beach refer the proposed By-law to amend Zoning By-law 2003-60 related to Section 3.41 the Parking of Special Vehicles back to staff for further review and recommendation.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

RESOLVED THAT a By-law to amend Zoning By-law 2003-60 related to Section 3.41 the Parking of Special Vehicles, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-55.

REFERRED

MOVED BY	R. EGO	
SECONDED BY	B. SMITH	RESOLUTION NO. 2017-08-30

RESOLVED THAT a By-law to amend By-law 2013-25 being a By-law to establish a wage grid and ladder chart for non-union employees, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-56.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

The Director, Legislative Services and Clerk advised the following item is tabled tonight for Council consideration as it is a time sensitive matter. It was then;

MOVED BY	N.BIFOLCHI	
SECONDED BY	B. STOCKWELL	RESOLUTION NO. 2017-08-31

RESOLVED THAT a By-law to authorize the execution of an Agreement between the Town of Wasaga Beach and Her Majesty the Queen in Right of Ontario (Seniors Community Grant), be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-58.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

The Director, Legislative Service and Clerk advised the following item was brought to May 16, 2017 Committee of the Whole and approved and is now being tabled for ratification tonight. It was then;

MOVED BY B. STOCKWELL
 SECONDED BY R. EGO

RESOLUTION NO. 2017-08-32

RESOLVED THAT a By-law to authorize an Interim Control By-law to limit the use of certain lands within the boundaries of the Town of Wasaga Beach, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-59.

Councillor Belanger	Yea	
Deputy Mayor Bifulchi		Nay
Councillor Bray		Nay
Councillor Ego	Yea	
Councillor Smith	Yea	
Councillor Stockwell	Yea	
Mayor Smith	Yea	

CARRIED

MOVED BY B. STOCKWELL
 SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2017-08-33

RESOLVED THAT a By-law to confirm the proceedings of the Council of the Corporation of the Town of Wasaga Beach at its regular meeting held Tuesday May 30, 2017, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2017-57.

Councillor Belanger	Yea
Deputy Mayor Bifulchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

12. CALLING OF COMMITTEE MEETINGS

Coordinated Committee	June 8	8:30 a.m.
Committee of the Whole	June 20	4:00 p.m.
Council	June 27	7:00 p.m.

13. QUESTION PERIOD

“A fifteen (15) minute session wherein persons in attendance at the Regular Meeting of Council have an opportunity to raise questions pertaining to items that were dealt with by Council on the evening’s Agenda.”

Linda Benson – 99 28th Street North

- For the July 25th and July 18th meetings will Council consider looking for a venue change?
- Mayor Smith advised that staff are looking into that and will advise the public.

Shawn Wilson - 21 Elm Drive

- Regarding the procedure to check on soil contaminants at Beach and Main, could you also test the soil across the street in the vacant lot as it may be there as well?
- Mayor Smith advised that the vacant NW corner lot is privately owned and the Town could not conduct testing on private property.

Mary Bird – Knox Road West

- You should phone Etobicoke Council as they dealt with the parking of special vehicles.
- Residential areas are not business areas; just tell people to put it somewhere where it's a business.
- Nuclear waste area is already a done deal; it's going to be put through.

14. CLOSED SESSION (as required) - None

15. REPORTS FROM CLOSED SESSION

a. Special Meeting of Council – May 5, 2017 – Closed Session Minutes

MOVED BY B. STOCKWELL

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2017-08-34

RESOLVED THAT Council does hereby adopt the Special Meeting of Council Closed Session Minutes dated May 5, 2017, as circulated.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea
Mayor Smith	Yea

CARRIED

b. Coordinated Committee – May 11, 2017 – Closed Session Minutes

MOVED BY N. BIFOLCHI

SECONDED BY R. EGO

RESOLUTION NO. 2017-08-35

RESOLVED THAT Council does hereby adopt the Coordinated Committee Closed Session Minutes dated May 11, 2017, as circulated.

Councillor Belanger	Yea
Deputy Mayor Bifolchi	Yea
Councillor Bray	Yea
Councillor Ego	Yea
Councillor Smith	Yea
Councillor Stockwell	Yea

Mayor Smith Yea
CARRIED

c. Committee of the Whole – May 16, 2017 – Closed Session Minutes

MOVED BY R. EGO
SECONDED BY B. STOCKWELL RESOLUTION NO. 2017-08-36

RESOLVED THAT Council does hereby adopt the Committee of the Whole Closed Session Minutes dated May 16, 2017, as circulated.

Councillor Belanger Yea
Deputy Mayor Bifulchi Yea
Councillor Bray Yea
Councillor Ego Yea
Councillor Smith Yea
Councillor Stockwell Yea
Mayor Smith Yea
CARRIED

d. Special Meeting of Council – May 25, 2017 – Closed Session Minutes

MOVED BY R. EGO
SECONDED BY N. BIFOLCHI RESOLUTION NO. 2017-08-37

RESOLVED THAT Council does hereby adopt the Special Meeting of Council Closed Session Minutes dated May 25, 2017, as circulated.

Councillor Belanger Yea
Deputy Mayor Bifulchi Yea
Councillor Bray Yea
Councillor Ego Yea
Councillor Smith Yea
Councillor Stockwell Yea
Mayor Smith Yea
CARRIED

16. ADJOURNMENT

Mayor Smith adjourned the meeting at 8:35 p.m.

Andrea Fay
Director, Legislative Services and Clerk

COMMITTEE CHAIR REPORT



TO: Council

FROM: Councillor Joe Belanger, Chair
Community Services Section Coordinated Committee Meeting

SUBJECT: Actions from June 8, 2017 Community Services Section Coordinated Committee Meeting

DATE: June 27, 2017

RECOMMENDATION

That Council adopt the Community Services Section of Coordinated Committee Meeting dated June 8, 2017, as circulated, and approve all the actions contained therein.

BACKGROUND

Listed below are the actions resulting from the Community Services Section of Coordinated Committee meeting held on June 8, 2017. They are before Council for consideration.

ACTIONS

Exemption letter Request Firearms By-law

Resolution No. CS2017-06-01

Re: Request for exemption under Firearms By-law 1999-20 BE IT RESOLVED THAT the Coordinated Committee refer item 3.1 a) to staff for review and a follow up staff report.

CARRIED

OPP

Resolution No. CS2017-06-02

RESOLVED THAT the Community Services Section of Coordinated Committee does hereby receive the April 2017 Police Services Board Report for information.

CARRIED

Fire Department Report

Resolution No. CS2017-06-03

RESOLVED THAT the Community Services Section of Coordinated Committee does hereby receive the June 2017 Fire Department Report, for information.

CARRIED

Consent Agenda**Resolution No. CS2017-06-04**

RESOLVED THAT the Community Services Section of Coordinated Committee does hereby receive the June 8, 2017 Consent Agenda Items 3.4 through to 3.4.3, and that all the recommendations contained therein be adopted as amended.

CARRIED

Events, Facilities and Recreation Department Report

Resolved That the Community Services Section of Coordinated Committee does hereby receive the Events, Facilities and Recreation monthly activity report as information.

Wasaga Beach Fire Works Displays Request for Quote

Resolved That the Community Services Section of Coordinated Committee recommend to Council that Firemaster Productions be awarded the Town of Wasaga Beach Fireworks displays for the 2017 Canada Day Celebrations, 2017 Memories of Summer and Snowman Mania at an inclusive cost of \$22,570.00.

Departmental Accounts

Resolved That the departmental accounts for the month May 2017, as reviewed by the Community Services Section of Coordinated Committee, are hereby confirmed.

Library Board Minutes

Resolved That the Community Services Section of Coordinated Committee receive the April 2017 Library Board Minutes, for information.

Age-Friendly Community Advisory Committee Minutes

Resolved That the Community Services Section of Coordinated Committee receive the April 2017 and May 2017 Age-Friendly Community Advisory Committee Minutes, for information.

Chamber of Commerce Report

Resolved That the Community Services Section of Coordinated Committee receive the April 2017 Chamber of Commerce Report, for information.

Community Policing Report

Resolved That the Community Services Section of Coordinated Committee receive the April 2017 Community Policing Minutes, for information.

OPP Municipal Policing Bureau Correspondence

Resolved That the Community Services Section of Coordinated Committee receive OPP Municipal Policing Bureau Correspondence, for information.

Wasaga Beach Canada Day Celebrations**Resolution No. CS2017-06-05**

RESOLVED THAT the Community Services Section of Coordinated recommend to Council that Guy Puccini and The Beacon Wasaga Beach Holdings Ltd. be awarded the Special Occasions Permit (SOP) for Saturday, July 1st, 2017 as part of the Town of Wasaga Beach Canada Day Celebrations.

CARRIED

Special Events Report**Resolution No. CS2017-06-06**

RESOLVED THAT the Community Services Section of Coordinated receive the May Special Events report for information.

CARRIED

Earth Productions Proposed Events**Resolution No. CS2017-06-07**

RESOLVED THAT the Community Services Section of Coordinated recommend to Council that it provide direction to the Special Events Coordinator to work with organizers of Earth Productions to bring three large scale events to the Wasaga Sports Park for a five year term commencing in 2018, subject to the event organizers submitting an event application form and following the event consideration process.

CARRIED

Electric Elements Fee Payment Proposal**Resolution No. CS2017-06-08**

Re: 3.4.1 d) iii Electric Elements fee payment proposal BE IT RESOLVED THAT the Coordinated Committee refer item 3.4.1 d) iii to staff for further review and a follow up report.

And Further that the event organizers be required to pay \$10, 675.94 as an interim amount and that staff discuss with the promoter the ticket sales to confirm the number sold.

CARRIED

Respectfully Submitted,

Councillor Joe Belanger,
Chair, Community Services Committee

THE CORPORATION OF THE TOWN OF WASAGA BEACH

BY-LAW 2017-66

A By-law to authorize the execution of an Agreement between the Town of Wasaga Beach and Her Majesty the Queen in Right of Ontario as represented by the Minister of Tourism, Culture and Sport (Celebrate Ontario Grant 2017)

WHEREAS Section 9 of the *Municipal Act*, 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS pursuant to section 8 (1) of the Municipal Act, 2001, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Council wishes to enter into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Tourism, Culture and Sport.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF WASAGA BEACH HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk are hereby authorized to execute the Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Tourism, Culture and Sport related to a grant under the Celebrate Ontario 2017 Fund (\$35,500.00) and attached hereto as Schedule "A".
2. That the Mayor's and the Clerk's authority and direction to execute the above noted Agreement and documents extend to any renewal agreements or administrative amendments to the Agreements and documents.

3. That this By-law shall come into force and effect on the final passage thereof.

BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27TH DAY OF JUNE 2017.

THE CORPORATION OF THE TOWN OF WASAGA BEACH

Brian Smith, Mayor

Andrea Fay, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT
Celebrate Ontario 2017 Case # 2016-10-1-485649127

THE AGREEMENT, effective as of the 3rd day of April, 2017 (the “**Effective Date**”)

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Tourism, Culture and Sport

(the “**Province**”)

- and -

Town of Wasaga Beach

(the “**Recipient**”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports, and

any amending agreement entered into as provided for below,

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

2.0 COUNTERPARTS

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

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Tourism, Culture and Sport**

Date

Name: Debbie Jewell
Title: Director (Acting)
Investment and Development Office

Authorized Signing Officer

Town of Wasaga Beach

Date

Name: Brian Smith
Title: Mayor

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions referred to in section A9.1 and as specified in Schedule "B".

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

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A14.1.

"Expiry Date" means the date on which the Agreement will expire and is the date provided for in Schedule "B".

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

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

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0, Article A13.0, or Article A14.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A13.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

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

A4.7 Rebates, Credits, and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

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

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with the timelines and content requirements provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 FURTHER CONDITIONS

A9.1 Additional Provisions. The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

A10.0 INDEMNITY

A10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

A11.0 INSURANCE

A11.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) State that the insured party is the recipient organization with whom the Province has contracted;
- (c) Identify the Ministry of Tourism, Culture and Sport as an additional insured, represented in the following language, "*Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees*";
- (d) Identify the date of coverage;
- (e) Identify the type and amount of coverage (Commercial General Liability insurance is listed and is on an occurrence basis for \$2 million). The policy must include:
 - i. Third party bodily injury;

- ii. Personal injury;
 - iii. Property damage;
 - iv. A cross-liability clause; and
 - v. Contractual liability coverage;
- (f) Include a statement that the certificate holder (the Province) will be notified of any cancellation or material change in writing within 30 days; and
- (g) Include the signature of an authorized insurance representative.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
- (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

A13.0 TERMINATION WHERE NO APPROPRIATION

A13.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A13.2(b).

A13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A14.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such

that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A14.3 Opportunity to Remedy. If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A14.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A14.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A15.0 FUNDS AT THE END OF A FUNDING YEAR

A15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A14.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A16.0 FUNDS UPON EXPIRY

A16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A17.0 REPAYMENT

A17.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A18.0 NOTICE

A18.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A18.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A18.3 Postal Disruption. Despite section A18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A20.0 SEVERABILITY OF PROVISIONS

- A20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A21.0 WAIVER

- A21.1 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 in Article A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A22.0 INDEPENDENT PARTIES

- A22.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A24.0 GOVERNING LAW

- A24.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions

or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A25.0 FURTHER ASSURANCES

A25.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A26.0 JOINT AND SEVERAL LIABILITY

A26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A27.0 RIGHTS AND REMEDIES CUMULATIVE

A27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A28.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A29.0 SURVIVAL

A29.1 Survival. The following Articles and sections, and all applicable cross-

referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Total Maximum Funds: \$35,500
Expiry Date	February 1, 2018
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Ministry of Tourism, Culture and Sport 2284 Nursery Road Midhurst, ON L9X 1N8</p> <p>Attention: Christine Dodd Email: Christine.Dodd@ontario.ca Phone: 705-739-6695</p>
Contact information for the purposes of Notice to the Recipient	<p>Town of Wasaga Beach 30 Lewis St. P.O. Box 110 Wasaga Beach, ON L9Z 1A1</p> <p>Attention: Bryan Peter Email: grants@wasagabeach.com Phone: 705-429-3844 (2256)</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT DESCRIPTION

ENHANCEMENT PROJECT

BACKGROUND

The Province will provide Maximum Funds of up to \$35,500 in enhancement Project support to the Recipient to support Main Street Market, to be held in Wasaga Beach.

PROJECT OBJECTIVE

The Recipient anticipates that the Project will attract 29,700 attendees, including 26,400 tourists with the following geographic origin:

- Other Ontario — 16,500;
- Other Canada —2,200;
- United States — 6,600; and
- International —1,100

PROJECT SCOPE

Main Street Market will activate the Historical Main Street and Heart of Wasaga Beach with programming all summer long. The project include programming enhancements to offer higher calibre of artists and performances, free movies to encourage more visitors and create a unique experience, interactive art installations, buskers and local food vendors.

The Project will have the following components:

- Programming Enhancements:
 - Karaoke
 - Free outdoor movie screenings
 - Additional night of live music
 - Increased calibre of Friday and Saturday night performances
 - Additional live music feature on Sunday afternoon
- Visitor Experience Enhancements”
 - Face painting
 - Improved Visitor Services
- Site Enhancements:
 - Movie screening equipment
 - Covered stage area
 - Chairs and Umbrellas
- Research:

- Audience Research
- Marketing:
 - Emphasis on GTA and Quebec market through print, digital, radio and TV.

TIMELINES

The Main Street Market will run from June 30, 2017 to September 4, 2017.

SCHEDULE “D” BUDGET

Enhancement Project

The Ministry of Tourism, Culture and Sport will provide Maximum Funds of \$35,500 to the Recipient to carry out the Town of Wasaga Beach’s Enhancement Project.

These Funds may be used to support the Project funded expenses detailed in the Table 2 of this Budget.

Maximum Funds will not exceed the maximum level of funding of:

- 50% of the enhancement Project cash operating expenses, or
- 25% of base event cash operating expenses.

Whichever of those two amounts is less, to a maximum threshold depending on the funding category, as outlined in the [Celebrate Ontario 2017 Application Guide](#).

The Recipient's base event cash operating expenses without the enhancement project are detailed in Table 1 below:

TABLE 1 — CASH OPERATING EXPENSES FOR BASE EVENT WITHOUT THE ENHANCEMENT PROJECT

ITEM	PLANNED BASE EVENT EXPENSES
	<u>Without</u> the Enhancement Project
Programming	\$30,000
Visitor Experience	\$5,000
Site Enhancements (seating, tables, decore)	\$3,000
Administration	\$35,000
Wages	\$45,000
Marketing and Advertising	\$4,000
Site Work	\$10,000
Utilities	\$3,000
Portable Toilets	\$2,000
Miscellaneous	\$5,000
TOTAL	142,000

The Recipient's enhancement project cash operating expenses and Project funded expenses are detailed in Table 2 below.

TABLE 2 — CASH OPERATING EXPENSES AND PROJECT FUNDED EXPENSES FOR THE ENHANCEMENT PROJECT ONLY

ITEM	PLANNED EXPENSES	CELEBRATE ONTARIO ENHANCEMENT PROJECT FUNDED EXPENSES
	Enhancement Project <u>only</u>	Enhancement Project <u>only</u>
Celebrate Ontario 2017 Project <u>ELIGIBLE</u> Cash Expenses		
Programming	\$40,000	\$20,000
Visitor Enhancement	\$20,000	\$10,000
Research	\$5,000	\$2,500
Marketing	\$6,000	\$3,000
TOTAL	\$76,000	\$35,500

Marketing Expenses

Marketing activities targeting overnight out-of-province audiences and audiences beyond 100 km from the event location

Marketing Activities	Planned Celebrate Ontario Funded Expenses
Print Media	\$1,000
Transit/out-of-home	\$XXX
Digital	\$2,000
Radio	\$XXX
Television	\$XXX
Other (please specify)	\$XXX
TOTAL	\$3,000

NOTE

Decreases to either of the base event cash operating expenses or the enhancement project cash operating expenses may result in an adjustment to the Maximum Funds provided for the Enhancement Project.

Maximum Funds that the Province will provide the Recipient under the Agreement may be adjusted accordingly as per Article 4, section 2 c.

As part of the Final Report requirements detailed in Schedule "F", the Recipient is required to report on final total event cash operating expenses and revenues, and enhancement Project expenditures.

ENHANCEMENT PROJECT INELIGIBLE EXPENSES INCLUDE:

- Website development used to create and maintain an online presence, including web-based marketing, promotion-based activities, booking and packaging.
- Printing of publications, production of television programming, videos, compact discs, and mobile application development.
- Core administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, computers, utilities, maintenance costs, and any operational expenses related to an organization's ongoing activities).
- Permanent staff salaries and travel costs.
- Legal, audit or interest fees.
- Consulting or other services that support the development of an operations or marketing plan.
- Any costs incurred for events held outside Ontario.
- Budget deficits.
- Capital costs related to permanent structures or acquisitions (e.g., materials, labour, motorized vehicles, land acquisition, purchase of equipment for project construction, computers, etc.).
- Harmonized Sales Tax or refundable expenses (e.g., security deposits, etc.).
- Marketing costs targeting tourists making overnight stays who are in-province, overnight audiences of less than 100 kilometres from the event.

- Competition prizes, prize money, and monies paid to competition participants.
- Alcohol.
- Advertising creative costs.

Eligible Marketing Expenses include:

Eligible marketing costs are only for marketing activities targeting tourists making overnight stays who are in-province overnight audiences at least 100 kilometres from the event, or out-of-province overnight audiences beyond Ontario (i.e., Other Canada, United States, international).

Eligible marketing costs may include, but are not limited to the following:

- Placement of paid advertising — broadcast, electronic or print advertising.
- Distribution costs for printed materials (Printing costs are ineligible, per the following list of ineligible expenses).
- Translation costs for advertising materials.
- Out-of-home ad space (e.g., billboard, transit shelter space purchase, etc.).
- Geo-targeted digital advertising.
- Other costs deemed reasonable.

SCHEDULE "E"
PAYMENT PLAN

The Province will provide Maximum Funds to the Recipient in two installments, as outlined in the following table.

PAYMENT DATE OR MILESTONE	AMOUNT
Upon execution of this Agreement by both parties	\$28,400
Upon submission of the Project Final Report by November 3, 2017 and approval by the Province	\$7,100

SCHEDULE "F" REPORTS

Name of Report	Due Date
Project Final Report	03/November/2017

REPORT DETAILS

The Celebrate Ontario 2017 Project Final Report is to be downloaded, completed and submitted online through the Grants Ontario System.

Additional Requirements

All Recipients must attach the following materials in the Grants Ontario System:

1. Confirmation of Actual Expenses document
2. A summary of all invoices for your funded project and marketing campaign as laid out in Schedule "D" of your TPA. The summary should include date, amount, payee and description of expense.
3. A summary of all Government of Ontario acknowledgements made using the Ontario logo associated with your Celebrate Ontario grant.
4. Reports and publication produced as part of your funded project/marketing, including media summaries, economic impact studies, visitor surveys.
5. Financial Statements:
 - a) *For recipients of a Celebrate Ontario grant of \$75,000 or more:*
Audited financial statements or review engagement reports clearly indicating total event expenditures and revenues and Project / Marketing expenditures.
 - b) *For recipients of a Celebrate Ontario grant of less than \$75,000:*
Board-endorsed or treasurer-certified financial statements clearly indicating total event expenditures and revenues and Project/Marketing expenditures.

NOTE: The Auditor, Board of Directors or Treasurer (depending on your level of funding per above) must confirm the Celebrate Ontario funded expenditures and provide an opinion on the eligibility of the expenses, with a statement such as the following:

"In our opinion, the statement of Provincial revenue and expenditures of [org. name] for [event name] for the period [dates that statement covers] is prepared, in all material respects, in accordance with the financial reporting provisions in Article 7 of the Ministry

of Tourism, Culture and Sport Agreement dated [date of Agreement] between [org. name] and Her Majesty the Queen in right of Ontario.”

If financial statements are not ready when filing your Final Report, provide a signed letter by your most senior financial officer indicating the date they will be available and forwarded to the Ministry.

6. Any other details or documents that may be requested by the Province.