

CAPITAL PLANNING REGION O/A WINNIPEG METROPOLITAN REGION

Board Meeting #2: Thursday June 15, 2023

START TIME: 8:30 a.m.

LOCATION: Canad Inns Polo Park - 1405 St Matthews Ave (Ambassador K)

BOARD MEMBER	POSITION		PRESENT (In person or Zoom)	REGRETS
Michael Moore	Chair			
Elisabeth Saftiuk	Vice Chair			
Mayor Scott Gillingham	Past Chair Executive	City of Winnipeg		
Reeve Brad Erb	Director Executive	RM of Macdonald		
Mayor Debbie Fiebelkorn	Director Executive	RM of St. Clements		
Mayor Chris Ewen	Director	RM of Ritchot		
Mayor Armand Poirier	Director	RM of Taché		
Mayor Carla Devlin	Director	RM of East St. Paul		
Reeve Christa Vann Mitchell	Director	RM of Cartier		
Reeve Delmer Nott	Director	RM of St. Francois Xavier		
Mayor Jim Robson	Director	RM of Headingley		
Councillor John Buffie	Director	City of Selkirk		
Mayor Joy Sul	Director	RM of St. Andrews		
Reeve Ken Mulligan	Director	RM of Rosser		
Mayor Myron Dyck	Director	Town of Niverville		
Mayor Patrick Therrien	Director	RM of Springfield		
Mayor Peter Truijen	Director	RM of West St. Paul		
Mayor Rick Gamble	Director	Village of Dunnottar		
Mayor Sandra Smith	Director	Town of Stonewall		
Reeve Wes Taplin	Director	RM of Rockwood		
STAFF				
Colleen Sklar	Executive Director	WMR		
Jennifer Freeman	Program Manager	WMR		
GUESTS				
Deputy Minister Bruce Gray		Province of Manitoba		
Dr. Robert Murray	Interlocutor	Dentons		
Bradley Madison		Pitblado		

Marissa Warshawski		Warshawski Consulting		
Nicole Magas		Province of Manitoba		

1. OPENING – CALL TO ORDER

Action: Declaration Lead: Chair Moore

2. MEETING AGENDA

Action: Approval Lead: Chair Moore

Approval of meeting agenda for June 15, 2023, as presented.

Motion: To approve the meeting agenda for June 15, 2023, as presented.

Moved: Seconded: Carried.

3. MEETING MINUTES

Action: Approval Lead: Chair Moore

Approve [Board meeting minutes for April 26, 2023](#) (meeting #1) as presented.

Motion: To approve the Board meeting minutes for April 26, 2023, as presented.

Moved: Seconded: Carried.

4. WELCOMING REMARKS & PRESENTATION ON REGIONAL PLAN ADOPTION PROCESS

Action: Information Lead: Deputy Minister Bruce Gray, Municipal Relations

Presentation on the Plan20-50 adoption process as per legislation and regulation. Documents provided for information:

4.1 [Memo dated June 1, 2023](#) establishing the Plan20-50 Technical Advisory Committee (TAC)

4.2 [Terms of Reference](#) for TAC

4.3 [Letter dated June 5, 2023](#) to Board Chair regarding Plan20-50 adoption process

5. PRESENTATION ON FIDUCIARY DUTY

Action: Information Lead: Bradley Madison, Legal Counsel, Pitblado

Presentation on obligations as a statutory corporation Board Member

6. CONSENT AGENDA

Action: Approval of Consent Agenda Lead: Chair Moore

6.1. Approval of [Executive Committee meeting minutes for May 18, 2023](#) as presented.

6.2. Receive for information - Provincial Funding Agreement [Briefing Note](#) and [Agreement 6.2.1](#)

6.3. Receive for information - [Financial Report](#)

6.4. Receive for information - [Briefing Note](#) on Transition Progress Report (including confirmed board meeting schedule) together with [Transition Progress Report 6.4.1](#)

Motion: To approve the Consent Agenda, as presented.

Moved: Seconded: carried.

Board Meeting Minutes

Capital Planning Board – Inaugural Meeting

Wednesday, April 26, 2023, 1:30 PM – 2:45 PM

Canads Inns Destination Centre Polo Park – 1405 St. Matthews Ave, Winnipeg, MB

Board Member	Position	Present/Regrets
Michael Moore	Board Chair	Present
Elisabeth Saftiuk	Board Vice Chair	Present
Mayor Scott Gillingham City of Winnipeg	Past Chair	Present
Mayor Armand Poirier RM of Taché	Board Member	Present
Reeve Brad Erb RM of Macdonald	Board Member	Present
Mayor Carla Devlin RM of East St. Paul	Board Member	Present
Mayor Chris Ewen RM of Ritchot	Board Member	Present
Reeve Christa Vann Mitchell RM of Cartier	Board Member	Present
Mayor Debbie Fiebelkorn RM of St. Clements	Board Member	Present
Reeve Delmer Nott RM of St. Francois Xavier	Board Member	Present
Mayor Jim Robson RM of Headingley	Board Member	<i>Regrets</i>
Councillor John Buffie City of Selkirk	Board Member	Present
Mayor Joy Sul RM of St. Andrews	Board Member	<i>Regrets</i>
Reeve Ken Mulligan RM of Rosser	Board Member	Present
Mayor Myron Dyck Town of Niverville	Board Member	Present
Mayor Patrick Therrien RM of Springfield	Board Member	Present
Mayor Peter Truijen RM of West St. Paul	Board Member	Present
Mayor Rick Gamble Village of Dunnottar	Board Member	Present
Mayor Sandra Smith Town of Stonewall	Board Member	Present
Reeve Wes Taplin RM of Rockwood	Board Member	Present

Colleen Sklar	WMR Executive Director	Present
Jennifer Freeman	WMR Program Manager	Present
GUESTS		
Dr. Bob Murray	Dentons	Present
Brad Madison	Pitblado	Present
Marissa Warshawski	Warshawski Consulting	Present
Nicole Magas	Province of Manitoba	Present

<p>1. Opening</p> <p>1.1 Minister Opening Remarks – 1:30 p.m. <i>Action: Information</i> <i>Lead: Minister Andrew Smith, Municipal Relations</i></p> <p>1.2 Designation of Board Chair and Vice Chair <i>Action: Declaration</i> <i>Lead: Minister Andrew Smith, Municipal Relations</i></p> <p>1.3 Meeting called to order at 1:35 by Chair Michael Moore <i>Action: Declaration</i> <i>Lead: Chair Moore</i></p> <p>1.4 Board Introductions <i>Action: Information</i> <i>Lead: Chair Moore</i></p>
<p>2 Approval of Meeting Agenda for April 26, 2023 <i>Action: Approval</i> <i>Lead: Chair Moore</i></p> <p>Motion: That the Capital Planning Board approve the Meeting Agenda for April 26, 2023, as presented:</p> <p>Moved: Scott Gillingham Seconded: Wes Taplin Carried.</p>
<p>3 Procedural Bylaw Discussion and Adoption [Briefing Note and Bylaw provided] <i>Action: Approval</i> <i>Lead: Chair Moore</i></p> <p>Interlocutor, Dr. Robert Murray, introduced the Procedural Bylaw and confirmed the Bylaw followed provincial regulation and legislation.</p> <p>Motion: That the Capital Planning Board approve the Procedural Bylaw as presented. Moved: Sandra Smith Seconded: Chris Ewen Carried.</p>

4 Statutory Corporation Name Change [Briefing note provided]

Action: Approval
Lead: Chair Moore

Motion: That the Capital Planning Board approve the public facing name change of the statutory corporation from *Capital Planning Region* to *Winnipeg Metropolitan Region*.

A recorded vote was requested:

- Chair Michael Moore – yes
- Vice Chair Elisabeth Saftiuk – yes
- Scott Gillingham – yes
- Armand Poirier – yes
- Brad Erb – yes
- Carla Devlin – yes
- Chris Ewen – yes
- Christa Vann Mitchell – yes
- Debbie Fiebelkorn – yes
- Ken Mulligan – yes
- Myron Dyck – yes
- Patrick Therrien – yes
- Peter Truijen – yes
- Rick Gamble – yes
- Sandra Smith – yes
- Wes Taplin – yes
- John Buffie – no
- Delmer Nott – no

Motion was carried by 16 votes.

IN CAMERA (Aside from Dr. Bob Murray and Marissa Warshawski, non board members left the room)

Motion: To move in camera

Moved: Rick Gamble Seconded: Myron Dyck Carried.

5 Asset Transfer from existing Province of Manitoba to the Capital Planning Board
[Briefing Note and Transition Agreement provided]

Action: Approval
Lead: Chair Moore

Motion: That the Capital Planning Board accept the transfer of assets as detailed in the Transition Agreement.

Moved: Sandra Smith Seconded: Delmer Nott Carried.

IN CAMERA

6 Staff Transfer from WMR to Capital Planning Board
[Briefing Note and Legal Opinion provided]

Action: Approval
Lead: Chair Moore

Motion: That the Capital Planning Board accept the transfer of staff as outlined in the opinion from Thompson Dorfman Sweatman LLP.

Moved: Rick Gamble Seconded: Ken Mulligan Carried.

Motion: To move out of camera

Moved: Peter Truijen Seconded: Carla Devlin Carried.

(Non board members returned to the room)

7 Officers Appointment [Briefing Note provided]

Action: Approval

Lead: Chair Moore

Motion: That the Capital Planning Board appoint Chair Michael Moore, Vice Chair Elisabeth Saftiuk, Scott Gillingham, Brad Erb and Debbie Fiebelkorn as officers of the company under subsections (2) and (3) of *The Corporations Act*.

Moved: Christa Vann Mitchell Seconded: Chris Ewen Carried.

8 Budget and Finance

8.1 2023 Budget [Briefing Note and Budget provided]

Action: Approval

Lead: Chair Moore

Note: There was discussion about the 2023 budget and the balance of outstanding member fees to the Winnipeg Metropolitan Region.

Motion: That the Capital Planning Board approve the 2023 budget for the Winnipeg Metropolitan Region.

A recorded vote was requested:

Chair Michael Moore – yes

Vice Chair Elisabeth Saftiuk – yes

Scott Gillingham – yes

Brad Erb – yes

Carla Devlin – yes

Chris Ewen – yes

Christa Vann Mitchell – yes

Debbie Fiebelkorn – yes

Delmer Nott – yes

Ken Mulligan – yes

Patrick Therrien – yes

Peter Truijen – yes

Rick Gamble – yes

Sandra Smith – yes

Wes Taplin – yes

Myron Dyck – no

John Buffie – no

Armand Poirier – no

Motion was carried by 15 votes.

8.2 Banking [Briefing Note and Budget provided]

Action: Approval
Lead: Chair Moore

Motion: That the Capital Planning Board resolve to: 1.) Update the bank and credit card accounts, with the Capital Planning Region statutory corporation (Winnipeg Metropolitan Region) as the account holder; 2.) Identify the officers having signing authority; and 3.) Accept the existing policy that dictates credit card usage within the organization, until such time that the new board updates the policy.

Moved: Christa Vann Mitchell Seconded: Wes Taplin Carried.

Motion: That signing authorities for the Winnipeg Metropolitan Region statutory corporation be Chair Michael Moore, Vice Chair Elisabeth Saftiuk, Brad Erb, Debbie Fiebelkorn, and Jennifer Freeman.

Moved: Chris Ewen Seconded: Armand Poirier Carried.

9 Assignment and Extension of Lease for 4-875 St. James Street [Briefing Note and Copy of Lease provided]

Action: Approval
Lead: Chair Moore

Motion: That the Capital Planning Board accept the assignment of the lease at 4-875 St. James Street from the Winnipeg Metropolitan Region and re-sign the lease agreement for a new 3-year term starting February 1, 2024.

Moved: Debbie Fiebelkorn Seconded: Brad Erb Carried.

10 Additional items for board discussion and approval

Discussion regarding the public announcement of the capital planning region.

11 Consent Agenda:

Action: Approval of the consent agenda
Lead: Chair Moore

11.1 Approve the Provincial Funding Agreement between the Province of Manitoba and the Capital Planning Board for April 1, 2023 – December 31, 2023 and direct the Board Chair to sign on behalf of the Board of Directors. [Briefing Note provided – *Agreement pending*].

11.2 Approve the 2023 Municipal Contribution Amounts [Briefing Note and Schedule provided]

11.3 Approve auditor and agent of record appointment [Briefing Note and Engagement Letter provided]

11.4 Approve pension and insurance transfer [Briefing Note and Correspondence regarding Pension and Insurance provided]

11.5 Approve the 2023-2024 Meeting and AGM Schedule [Briefing Note, Meeting Schedule and Calendar provided]

Note: Chair Moore recommended that Board meetings for May 18, 2023 and June 15, 2023 remain in the calendars as scheduled - the remainder of 2023 and all of 2024 to be confirmed.

Motion: That the next two scheduled meetings for May 18, 2023 and June 15, 2023 remain in the calendars as scheduled.

Moved: Chris Ewen Seconded: Scott Gillingham Carried.

11.6 Approve the Lake Friendly Official Mark transfer [Briefing Note and Correspondence provided]

11.7 Receive member contact list for information [Briefing Note and Contact List provided]

11.8 Receive member portal access and log-in instructions for information by individual email.

Motion: That the Capital Planning Board approve the consent agenda of April 26, 2023, as presented:

Moved: Christa Vann Mitchell Seconded: Rick Gamble Carried.

12 Adjournment

Action: Declaration

Lead: Chair Moore

Motion: To adjourn the meeting at 2:45 p.m.

Moved: Christa Van Mitchell Seconded: Ken Mulligan Carried.

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DEPARTMENT OF MUNICIPAL RELATIONS

DATE: June 1, 2023

AIMS: MRCPD23-00104

TO: Patti Rothenburger, ADM, Agriculture
Maurice Bouvier, ADM, Agriculture
Andrea Ladouceur, A/ADM,
Economic Development, Investment
and Trade
Shannon Kohler, ADM, Environment
and Climate
Elliott Brown, ADM, Environment and
Climate
Jana Schott, ADM, Natural
Resources and Northern
Development
Veronica Dyck, ADM, Sport, Culture
and Heritage
Russ Andrushuk, ADM,
Transportation and Infrastructure
Kevin McPike, ADM, Indigenous
Reconciliation and Northern
Relations
Steven Spry, ADM, Consumer
Protection and Government Services
Travis Parsons, General Manager,
Water Services Board

FROM: David Neufeld
Assistant Deputy Minister
Community Planning and
Development Division
Municipal Relations
610 - 800 Portage Ave

PHONE NO.: 204-228-1338

SUBJECT: Establishment of Plan20-50's Technical Advisory Committee (TAC)

On January 1, 2023, the Capital Planning Region (CPR) Regulation came into force establishing the CPR, a statutory corporation, which is responsible for implementing a coordinated approach to land use planning and infrastructure development for the benefit of the capital region and its 18 member municipalities.

The CPR mandate requires the Board to adopt a regional plan by-law within two years of the organization's establishment on January 1, 2023. Since 2019, the Winnipeg Metropolitan Region (WMR) Board and staff have been diligently working alongside a team of independent consultants to create a draft regional plan by-law (known as Plan 20-50) that has now been provided to the CPR Board to use as a starting point as they work towards delivering on their mandate of adopting a regional plan by-law.

The Department of Municipal Relations is responsible for coordinating the technical review of the regional plan by-law to ensure provincial priorities and interests are addressed. To support a whole of government perspective, we are requesting that your department nominate a lead manager/director to the Technical Advisory Committee (TAC) and a staff person to participate in this review process. Please provide the names of your selected representatives by **June 16, 2023**.

The technical review is expected to involve an informal interdepartmental circulation (prior to first reading of the by-law) and a formal circulation (after the second reading by-law package is submitted to the Minister). *TAC Terms of Reference* are attached for your information and review. Other departments may be added on an as required basis on certain issues within their jurisdiction.

Thank you for your assistance and collaboration on this initiative.


David Neufeld
Assistant Deputy Minister

Attachment:

- Terms of Reference for Regional Plan's interdepartmental TAC review

c. Brenda DeSerranno, DM, Agriculture

Jerin Valel, DM, Economic Development, Investment and Trade

Ryan Klos, DM, Environment and Climate

Paul McConnell, DM, Natural Resources and Northern Development

Jeff Hnatiuk, DM, Sport, Culture and Heritage

Sarah Thiele, DM, Transportation and Infrastructure

Ainsley Krone, DM, Indigenous Reconciliation and Northern Relations

Joseph Dunford, DM, Consumer Protection and Government Services

Bruce Gray, DM, Municipal Relations

Dr. Robert Murray, Interlocutor, Capital Planning Region

Michael Moore, Chair of Capital Planning Region Board

Terms of Reference for the Technical Advisory Committee's (TAC)
Review of the Capital Planning Region's Regional Plan By-law
(May 2023)

Introduction

The Department of Municipal Relations is responsible for coordinating the circulation and review of the regional plan by-law (known as Plan20-50) with key departments to obtain feedback and ensure provincial priorities and interests are addressed. Given the complexity and importance of adopting this first ever regional plan by-law for the capital region, a Technical Advisory Committee (TAC) composed of a lead manager/director and a staff person is being created to review Plan 20-50 with a whole of government perspective.

Background

In 2019, the Province of Manitoba mandated the Winnipeg Metropolitan Region (WMR) with the unique and important responsibility of coordinating the drafting of Manitoba's first regional plan. The regional plan by-law is intended to deliver better infrastructure at a lower cost, promote economic growth and ensure sustainable long-term planning for all 18 member municipalities of the capital region. [see attached map]

On January 1, 2023, the Capital Planning Region (CPR) Regulation came into force establishing the CPR, a statutory corporation, which is responsible for implementing a coordinated approach to land use planning and infrastructure development for the capital region.

The CPR Regulation mandates the CPR's Board of Directors to adopt a regional plan by-law within two years of the organization's establishment on January 1, 2023. Since 2019, the Winnipeg Metropolitan Region (WMR) Board and staff have been diligently working alongside a team of independent consultants to create draft regional plan by-law (known as Plan 20-50) that has now been provided to the CPR Board to use as a starting point as they work towards delivering on their mandate of adopting a regional plan by-law.

In accordance with the regional plan adoption process outlined in the CPR Regulation, the CPR Board must consult, in addition with other stakeholders, with the Minister of Municipal Relations and any other appropriate government departments prior to giving First Reading to the regional plan by-law. Subsequently, once the regional plan by-law is given Second Reading it must be submitted by the CPR Board to the Minister for review and potential approval (with or without alterations or conditions) prior to the CPR Board deciding whether or not to adopt the regional plan by-law by giving it Third Reading.

The regional plan must be generally consistent with the provincial land use policies (MR 81/2011). The regional plan is expected to be detailed enough to provide broad guidance for sustainable land use and the provision of regional infrastructure, services and facilities. However, the regional plan is not intended to be so detailed as to replace the need for local development plans adopted by municipalities and planning districts located within the Capital Region.

Once the regional plan is adopted, the member municipalities of the Capital Planning Region will have three years after the adoption of the regional plan by-law to review local by-laws such as development plan, secondary plans and zoning by-laws and water and wastewater management plans to ensure consistency with the regional plan.

Terms of Reference for the Technical Advisory Committee's (TAC)
Review of the Capital Planning Region's Regional Plan By-law
(May 2023)

Purpose of the TAC and Review

The purpose of establishing a TAC and performing a review is to provide an opportunity to ensure regional plan by-law reflects provincial priorities and is consistent with legislation such as the Provincial Land Use Policies. The TAC is intended to provide consolidated feedback to the CPR Board as they follow the regional plan by-law adoption process outlined in the CPR Regulation.

Timelines

The technical review is expected to involve an informal interdepartmental circulation (prior to first reading of the by-law) and a formal circulation (after the second reading by-law package is submitted to the Minister). The Department estimates that for each circulation the TAC representatives will have roughly 6 to 8 weeks to perform a technical review of the regional plan and consolidate the feedback of their department. Timing is still to be confirmed.

Scope of Review

The review of Plan20-50 should ensure consistency with the Provincial Land Use Policies (MR81/2011). However, TAC representatives are also encouraged to provide comments regarding other Provincial legislation and/or strategic priorities that the regional plan should take into consideration.

The regional plan by-law will be circulated with accompanying background documents prepared to support the creation of the regional plan by-law.

Next Steps

In the coming weeks, Municipal Relations will coordinate meetings with TAC representatives to provide an overview of the legislative context surrounding the establishment of the Capital Planning Region, the CPR's mandate and the adoption and review processes associated with the regional plan by-law.

Once the CPR Board initiates the adoption process for Plan 20-50, Municipal Relations will circulate Plan 20-50 to TAC members to receive written comments from each departmental representative. Subsequently, Municipal Relations will consolidate received feedback into one submission for the consideration of the Minister of Municipal Relations.



Municipal Relations

Deputy Minister's Office
Room 311 Legislative Building
Winnipeg MB Canada R3C 0V8
General Office: 204-945-5568
www.manitoba.ca

June 5, 2023

Michael Moore
Board Chair
Capital Planning Region
Mmoore723@outlook.com

Dear Michael Moore:

Congratulations for a successful first meeting of the new board. It is exciting to see this important initiative launched successfully. As the board's attention shifts to the next steps in adopting a regional planning by-law by January 1, 2025, I want to offer the technical support of my department.

The formal adoption process has a number of discrete steps and I am attaching for the board's information a flow chart that outlines key milestones and timing as described in the Capital Planning Region (CPR) Regulation.

As a first step in the adoption process, a minimum 60-day consultation process is required before the board gives First Reading to the by-law. During this time period the board, in its newly constituted form, must provide notice and hold one or more public consultations with any interested persons on the proposed regional planning by-law. The board also is required to consult with each of the regional member municipalities and with any other organization, group or stakeholder that the regional planning board considers appropriate as well as consult with the province before First Reading.

To coordinate provincial input and advice at critical points in the adoption process, the department is establishing an interdepartmental Technical Advisory Committee that is comprised of experts from departments with land use perspectives. The TAC will be chaired by Erin McCleery, Manager Winnipeg Office, Community Planning Branch. If your staff have any questions they should feel free to reach out to Erin, at 204 945-1143 or at erin.mccleery@gov.mb.ca.

Another important item for board members to receive basic training on being a member of a provincial statutory corporation. It is focussed on fundamentals and can be completed within a few hours. We would be pleased to work with the Interlocutor and WMR staff to arrange the best times for this training.

The Department is ready and willing to provide assistance, and I look forward to seeing the CPR Board move forward toward adopting Manitoba's first regional plan by-law.

Sincerely,

Bruce Gray
Deputy Minister

- c. Robert Murray, Interlocutor, CPR/WMR
David Neufeld, Assistant Deputy Minister of Community Planning and Development
Stephen Walker, Director of Community Planning

Regional Plan Adoption Process (step by step)

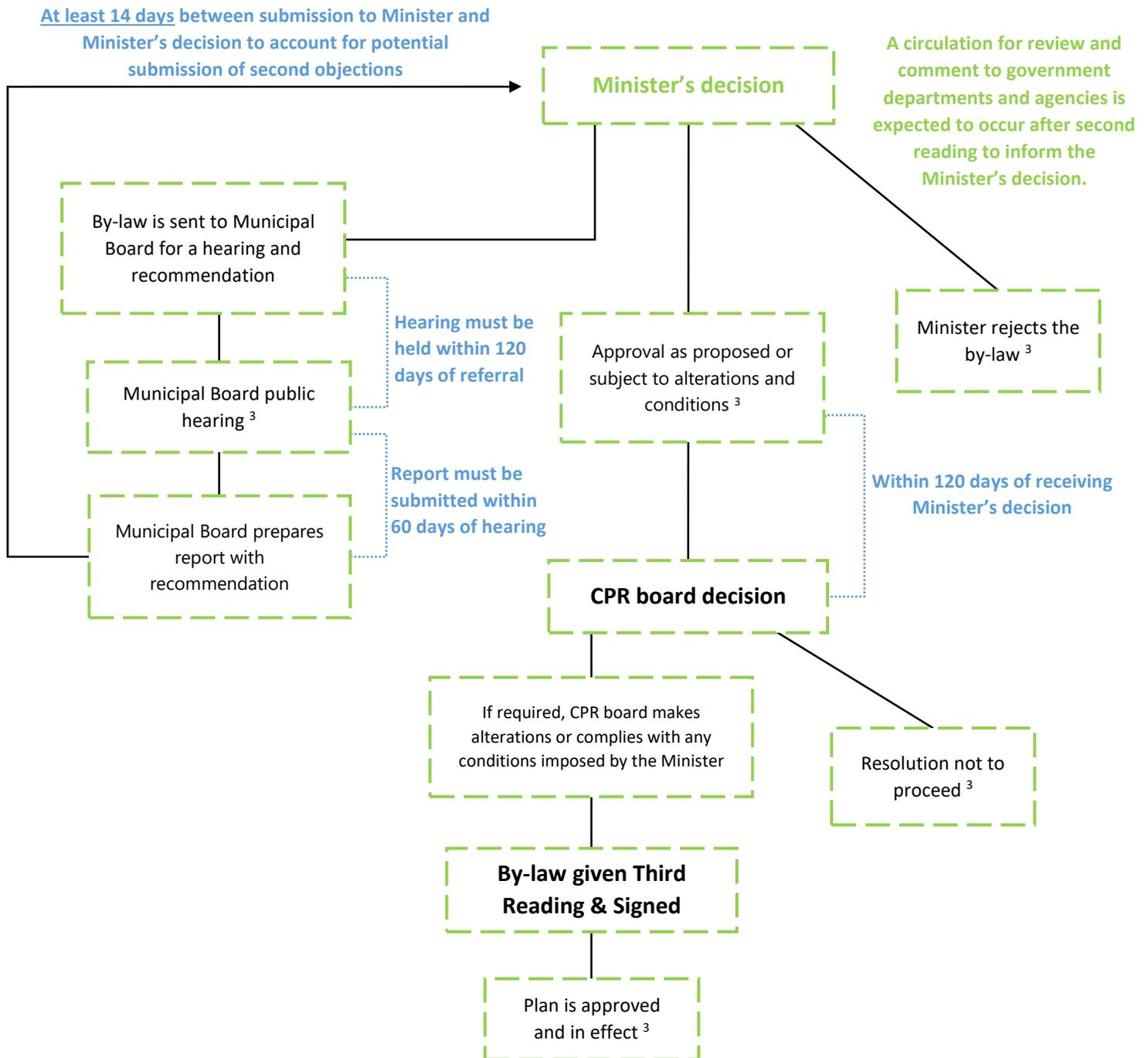


¹ Public consultations are distinct from public hearings - Part 11: Division 2 of *The Planning Act* does not apply to public consultations

² Refer to s. 33(2) of the Capital Planning Region Regulation regarding notice requirements for public consultations and public hearings (public hearings are also subject to s. 22)

³ Notice required, reference Capital Planning Region Regulation regarding notice requirements

Regional Plan Adoption Process (step by step)



¹ Public consultations are distinct from public hearings - Part 11: Division 2 of *The Planning Act* does not apply to public consultations

² Refer to s. 33(2) of the Capital Planning Region Regulation regarding notice requirements for public consultations and public hearings (public hearings are also subject to s. 22)

³ Notice required, reference Capital Planning Region Regulation regarding notice requirements

**CAPITAL PLANNING REGION O/A WINNIPEG METROPOLITAN REGION
EXECUTIVE COMMITTEE MEETING
Thursday May 18, 2023**

START TIME: 8:30 a.m.
END TIME: 10:45 a.m.
LOCATION: 4-875 St. James Street

BOARD MEMBER	POSITION		PRESENT (In person or Zoom)	REGRETS
Michael Moore	Chair		✓ in person	
Elisabeth Saftiuk	Vice Chair		✓ in person	
Mayor Scott Gillingham	Past Chair Executive	City of Winnipeg	✓ in person	
Reeve Brad Erb	Director Executive	RM of Macdonald	✓ in person	
Mayor Debbie Fiebelkorn	Director Executive	RM of St. Clements	✓ in person	
Colleen Sklar		WMR Executive Director	✓ in person	
GUEST				
Dr. Robert Murray	Interlocutor	Dentons	✓ Zoom	
Marissa Warshawski		Warshawski Consulting	✓ Zoom	

1. OPENING

Action: Declaration Lead: Chair Moore

Meeting called to order by Chair Moore at 8:35 a.m.

2. EXECUTIVE COMMITTEE MEETING AGENDA

Action: Approval Lead: Chair Moore

Approval of Executive Committee meeting agenda for May 18, 2023 as presented.

Motion: To approve the Executive Committee meeting agenda for May 18, 2023 as presented.

Moved: Scott Gillingham Seconded: Debbie Fiebelkorn Carried.

3. EXECUTIVE COMMITTEE MEETING MINUTES – N/A

4. FINANCIALS

Action: Information Lead: WMR Executive Director, Colleen Sklar

- All invoices have been sent out for member contributions.
- Budget to actual provided to the Executive Committee. This will be updated to reflect a May 31, 2023 date for the June Board Meeting.

Action: Information Lead: Dr. Bob Murray

- An update on *Provincial Funding Agreement* was provided by Dr. Bob Murray. A draft is anticipated for review by the beginning of June, further updates will be provided to the Board Chair.

5. BYLAWS, POLICIES AND GOVERNANCE DOCUMENTS

Action: Information Lead: Chair Moore

- Updated policies and procedures in progress - anticipated for the Board meeting in June.

6. REGIONAL PLAN PROCESS

Action: Information Lead: Chair Moore

- A variety of proposed Plan20-50 draft adoption processes (as per legislation and regulations) will be drafted and provided to the Chair and Executive Committee for feedback and refinement in preparation for the June Board Meeting.

7. STAFF CONTRACTS, EXECUTIVE DIRECTOR SEARCH & PROVINCIAL DIRECTORS

Action: Information Lead: Chair Moore

- All staff contracts have been updated and signed as per the transition agreement.
- The process for the Executive Director search was reviewed and it was agreed that Vice Chair would lead the search committee.
 - The draft job description to be sent to the Executive Committee for comment and refinement. All edits to be sent in by May 25, 2023.
 - The Executive Committee will be engaging a search firm to undertake the executive search.
 - Contact information for Harris Leadership Strategies (search service) to be sent to Search Committee as well letter confirming credit transfer.
 - Vice Chair Saftiuk, Dr. Murray and Marissa Warshawski (Search Committee) to engage the search firm immediately.

8. NEW BUSINESS

- Discussion on arrangement for JohnQ Public Inc. to enter into a *Shared Rent Agreement* with the Winnipeg Metropolitan Region (WMR) was presented. It was agreed that Dr. Murray would review the Shared Rent Agreement with the Province. Draft Agreement to be provided for review and consideration. WMR Board Chair and JohnQ Board Chair will meet with Dr. Murray to develop a path forward. If possible, the agreement will be included in the June Board Meeting.

9. WMR MEETING DATES

- Executive Committee Meetings (in person or Zoom) to be planned on a regular basis related to the Executive Director search process and updates on the transition process.

- Board members to be canvassed in advance of the June Board Meeting regarding 2023/2024 schedule for board meetings. Program Manager Jennifer Freeman to coordinate. Current schedule below.

2023

- Thursday June 15, 2023, at 8:30am-12:00 (Canad Inns, Polo Park)
- Thursday September 14, 2023, at 9:00am – 12:00 pm (location TBD)
- Thursday October 19, 2023 at 9:00am – 12:00 pm (location TBD)
- **AGM** - Thursday November 16 at 9:00am – 12:00 pm (location TBD)

2024

- Thursday January 18, 2024 at 9:00am – 12:00 pm (location TBD)
- Thursday March 21, 2024 at 9:00am – 12:00 pm (location TBD)
- Thursday May 16, 2024 at 9:00am – 12:00 pm (location TBD)
- Thursday June 20, 2024 at 9:00am – 12:00 pm (location TBD)
- Thursday September 19, 2024 at 9:00am – 12:00 pm (location TBD)
- **AGM** - Thursday November 21, 2024 at 9:00am – 12:00 pm (location TBD)

10. MEETING ADJOURNED

Motion to adjourn meeting at 10:45 a.m.

Moved: Debbie Fiebelkorn Seconded: Elisabeth Saftiuk carried.

AGENDA ITEM 6.2 – Consent Agenda

WINNIPEG METROPOLITAN REGION - CAPITAL PLANNING REGION

Briefing Note

PROVINCIAL FUNDING AGREEMENT

RATIONALE

As per the *Capital Planning Region Regulation Section 12* Annual Budget, each member municipality must contribute funds to meet the expenses of the Capital Planning Region. The Province of Manitoba has committed to providing additional funding in the amount of \$540,000 for the first year, with a prorated amount equaling \$405,000 for the nine months for April 2023 through December 2023, to achieve the directives of the *Capital Planning Region Regulation*.

ACTION

Board Chair to review and sign the Funding Agreement between the Province of Manitoba and the Capital Planning Region.

SUPPORTING DOCUMENT

Agenda Item 6.2

Attachment 6.2.1: Provincial Funding Agreement including attached Schedules:

- Schedule “A” Deliverables and Payment Requirements
- Schedule “B” Conflict of Interest Policy Guidelines

**COMMUNITY DEVELOPMENT PROGRAM
CONTRIBUTION AGREEMENT**

BETWEEN:

THE GOVERNMENT OF MANITOBA
as represented by The Minister of Municipal Relations,

(called "**Manitoba**"),

- and -

CAPITAL PLANNING REGION

(called the "**Recipient**").

WHEREAS MANITOBA, through the Department of Municipal Relations, is committed to a regional approach to land use planning in Manitoba;

AND WHEREAS the RECIPIENT is a statutory corporation established by The Planning Amendment and City of Winnipeg Charter Amendment Act S.M. 2021, c. 36;

AND WHEREAS the Capital Planning Region Regulation MR 161/2022 establishes the operating rules and responsibilities of the Capital Planning Region a non-share capital corporation consisting of the members of its board;

AND WHEREAS the RECIPIENT has a mandate to enhance economic and social development by improving and coordinating sustainable land use and development in the region by adopting a regional plan, facilitating and promoting the regional considerations in the provision of infrastructure and services, leading the development of regional responses to planning issues and identifying and promoting opportunities for regional cooperation in the development of infrastructure and provision of services;

AND WHEREAS MANITOBA is committed to support the RECIPIENT in this regard and has acknowledged that for the Capital Planning Region to achieve its full potential, efforts must be coordinated and well planned;

AND WHEREAS, the Capital Planning Region Board of Directors is responsible for managing, or supervising the management of, the business and affairs of the planning region in accordance with its mandate;

AND WHEREAS the RECIPIENT is required to contribute revenues to support Operating Costs and Activities described in this Agreement;

AND WHEREAS MANITOBA has approved funding in the amount of up to **\$540,000.00** in Fiscal Year 2023/24 to assist the RECIPIENT with Eligible Costs to support the RECIPIENT in fulfilling its legislative mandate;

AND WHEREAS the parties wish to fully set out their respective rights and obligations in respect of the funding by entering into this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises made in this Agreement by each party to the other, MANITOBA and the RECIPIENT agree as follows:

SECTION 1: AGREEMENT

- 1.1 This Agreement shall come into effect upon execution by the parties and remain in effect for the duration of the Agreement, subject to earlier termination in accordance with this Agreement.
- 1.2 The following documents form the entire Agreement between Manitoba and the Recipient:
 - (a) the main body of this Agreement;
 - (b) Eligible Costs attached hereto as Schedule "A"
 - (c) Conflict of Interest Policy Guidelines attached hereto as Schedule "B"
- 1.3 Where there is a conflict between any provision in the main body of this Agreement and any provision of any of the Schedules, the main body of this Agreement shall prevail.

- 1.4 There are no undertakings, representations, or promises, expressed or implied, other than those contained in this Agreement.

SECTION 2: DEFINITIONS

- 2.1 For the purposes of this Agreement:
- (a) "Contribution" or "Manitoba's Contribution" means a financial contribution, in the amount of up to **\$540,000**, that Manitoba agrees to make available to the RECIPIENT in accordance with and subject to the terms and conditions of this Agreement;
 - (b) "Eligible Costs" means those costs, excluding Federal Goods and Services Tax, described as operating and activity costs of the Recipient in Schedule "A";
 - (c) "Fiscal Year" means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;
 - (d) "Third Party" means any person, corporation, organization or entity other than Manitoba or the Recipient.

SECTION 3: FINANCIAL CONTRIBUTION BY MANITOBA

- 3.1 Subject to the terms and conditions of this Agreement, Manitoba agrees to provide the Contribution to the Recipient, solely to support the Recipient to fulfill its legislative mandate.
- 3.2 Manitoba will pay its Contribution to the Recipient in two instalments.
- 3.3 Manitoba's undertaking to pay the Contribution or any instalment thereof is subject to and conditional upon:
- (a) the Legislature of the Province of Manitoba duly appropriating the funds payable by Manitoba in each Fiscal Year in which they are to be paid; and
 - (b) the Recipient strictly complying with all of its obligations and undertakings under this Agreement.

SECTION 4: REPRESENTATIONS AND WARRANTIES OF THE RECIPIENT

- 4.1 The Recipient represents and warrants that:
- (a) the execution, delivery and performance of this Agreement have been properly authorized, and the individuals executing this Agreement on behalf of the Recipient have authority to do so; and
 - (b) it possesses, and shall continue to possess, all rights, interests, powers and expertise necessary to properly carry out, manage and complete its mandate and to perform its obligations under this Agreement.

SECTION 5: OBLIGATIONS AND UNDERTAKINGS OF THE RECIPIENT

- 5.1 The Recipient undertakes to do all things necessary to ensure it meets the requirements set out in legislation, in accordance with this Agreement.
- 5.2 The Recipient shall:
- (a) obtain such licences, permits, approvals and other authorizations as may be required by statute, regulation, by-law or governmental policy to carry out its legislative requirements;
 - (b) comply with all applicable legislation and standards, whether federal, provincial or municipal, including (without limitation) labour, environmental and human rights legislation;
 - (c) be responsible for its overall budget, including any deficit.
- 5.3 The Recipient shall use Manitoba's Contribution solely for the purposes of Operating

Expenses and for payment of Eligible Costs, in accordance with this Agreement. It is understood and agreed that the Recipient may seek revenues and funding from other sources. Any such revenues and funding will not impact Manitoba's Contribution to the Recipient, including the calculation of any Surplus.

- 5.4 If the work of the Recipient involves interacting with vulnerable persons or youth under the age of eighteen (18), the Recipient must have/adopt and enforce a policy requiring all individuals who will or may have direct or indirect contact with those vulnerable persons or youth to obtain:
- (a) a criminal record check, including a vulnerable sector search, which does not reveal a criminal conviction that prohibits or disqualifies that individual from working or volunteering with vulnerable persons or youth;
 - (b) a child abuse registry check, which confirms that the individual does not appear on that Registry; and
 - (c) an adult abuse registry check, which confirms that the individual does not appear on that Registry.
- 5.5 The policy referenced in subsection 5.4 of this Agreement must further require that:
- (a) any required searches / checks are conducted prior to or as soon as reasonably possible after an individual begins working (whether as an employee, contractor or subcontractor) or volunteering;
 - (b) where the required searches / checks have not been conducted prior to the date an individual begins working or volunteering, that he or she is monitored by an employee(s); and
 - (c) all workers and volunteers must immediately disclose to the Recipient being charged or convicted of a criminal offence, or placed on either the child or adult abuse registries.

SECTION 6: FINANCIAL RECORDS

- 6.1 The Recipient shall establish and maintain during the term of this Agreement, and for a further period of at least seven (7) years after the termination or completion of the Agreement, such accounting and other records as are necessary for the proper financial management, in accordance with generally accepted accounting principles.
- 6.2 The Recipient shall submit required financial documents, as set out in the legislation.

SECTION 7: NON-LIABILITY OF MANITOBA

- 7.1 Manitoba's responsibility is limited to providing the Contribution to the Recipient in accordance with the terms and conditions set out in this Agreement.
- 7.2 Manitoba shall not be liable for any injury to or loss or damage suffered or caused by the Recipient, or the Recipient's directors, officers, employees, volunteers, agents or contractors, including (without limitation) death or economic loss, in any way related to the performance of this Agreement or the operations of the Recipient.
- 7.3 Nothing in this Agreement creates any undertaking, commitment or obligation by Manitoba respecting additional or future funding for the Recipient.

SECTION 8: THIRD PARTY CONTRACTS

- 8.1 The Recipient shall ensure that all contracts entered into with any Third Party shall:
- (a) be subject to tendering in accordance with good business practices, and any requirements that may be stipulated by Manitoba;
 - (b) be consistent with the provisions of this Agreement;
 - (c) provide that the Third Party shall:
 - (i) establish and maintain, until at least seven (7) years after the conclusion of the Agreement, such accounting and other records (including supporting

documents) as are necessary for proper financial management;

- (ii) permit Manitoba to monitor and to inspect and audit accounting and other records respecting the Agreement seven (7) years after completion; and
 - (iii) comply with all applicable legislation and standards, whether federal, provincial or municipal, including (without limitation) labour, environmental and human rights legislation; and
- (d) provide that the Third Party shall be solely responsible for and shall save harmless and indemnify Manitoba and its ministers, officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to any injury to persons (including, without limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
- (i) the performance of the contract or the breach of any term or condition of the contract by the Third Party or its directors, officers, employees or agents; and
 - (ii) any omission or any willful or negligent act of the Third Party or its directors, officers, employees or agents.

8.2 Upon request by Manitoba, the Recipient shall provide a copy of any contract entered into with a Third Party.

8.3 The Recipient shall, at the request of Manitoba, carry out such inspections and audits of the accounts and records of a Third Party as Manitoba may reasonably require from time to time, and shall provide and release such inspections and audits to Manitoba at no cost to Manitoba.

SECTION 9: INDEMNIFICATION BY RECIPIENT

9.1 The Recipient must use due care in carrying out its duties in complying with its obligations under this Agreement, and must use reasonable efforts to ensure the safety of individuals, and that property and rights are protected and upheld, while carrying out its operations.

9.2 The Recipient shall be solely responsible for and shall save harmless and indemnify Manitoba, its Ministers, officers, employees and agents from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the performance of this Agreement or the breach or any term or condition of this Agreement by the Recipient, or its directors, officers, employees, agents or contractors; and
- (b) any omission or wrongful or negligent act of the Recipient, or its directors, officers, employees, agents or contractors.

SECTION 10: INSURANCE

10.1 The Recipient agrees to obtain and maintain, at its cost, throughout the term of this Agreement:

- (a) commercial general liability insurance against claims for personal and bodily injury, death or damage to property, arising out of any negligent acts or omissions of the Recipient or its officers, employees, subcontractors or agents, including non-owned automobile liability, with coverage of not less than five million dollars (\$5,000,000) per occurrence;
- (b) non-profit organization directors' and officers' liability insurance with limits not less than two million dollars (\$2,000,000) aggregate;
- (c) where any portion of Manitoba's Contribution is being applied to capital costs, property insurance against all perils normally covered in an "all risks" policy, for the full replacement value of all chattels, fixtures and structures located on the land on which the Recipient is located, and which are owned by the Recipient or for which

it is liable;

- (d) by contract ensure that all professionals, as designated by legislation, working for the Recipient maintain errors and omissions liability insurance for negligent acts, errors or omissions, through their membership in a professional association or by a separate professional liability insurance policy, with coverage of not less than one million (\$1,000,000) per occurrence or claim. Said coverage is to be maintained for a minimum period of twelve (12) months following completion of this Agreement, or the policy shall be endorsed to allow for a twelve (12) month claim reporting period following completion of this Agreement; and
 - (e) comprehensive dishonesty, disappearance and destruction coverage including "Insuring Agreement 1 – Employee Dishonesty Coverage Form A" subject to minimum limits of twenty-five thousand dollars (\$25,000), and naming Manitoba on the "Service Company Operations Endorsement".
- 10.2 The Recipient acknowledges that the above are minimum insurance requirements intended to provide basic coverage and it is the responsibility of the Recipient and its insurance advisors to determine whether higher limits or additional insurance coverage are required. Without limiting or restricting the generality of subsection 10.1 above, such insurance shall:
- (a) name Manitoba, its Ministers, officers, employees and agents as additional insureds pursuant to this Agreement;
 - (b) be underwritten by insurers licensed in Canada, with an A.M. Best financial strength rating of "A-" or higher, or an equivalent rating by alternate insurance credit rating agency; and
 - (c) require the insurer to give Manitoba at least thirty (30) days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.
- 10.3 The Recipient shall submit a Certificate of Insurance as written evidence of the required insurance, upon request by Manitoba. The Certificate(s) of Insurance shall state that the insurer(s) will not cancel, materially alter or cause the policy(ies) to lapse without giving thirty (30) days' prior notice, in writing, to Manitoba.
- 10.4 The Recipient agrees that it will not cancel, materially alter, cause or allow the insurance coverage required under this Agreement to lapse without giving 30 days prior written notice to Manitoba.
- 10.5 The Recipient shall ensure that any subcontractors engaged by the Recipient to perform the services under this Agreement are insured under the Recipient's policies, or alternatively, the Recipient shall ensure that any subcontractor engaged by the Recipient to perform the services under the Agreement obtain and maintain comparable coverage.

SECTION 11: TERMINATION

- 11.1 If at any time Manitoba is of the opinion that the Recipient has failed to comply with, or is about to fail to comply with, any of its obligations or undertakings under this Agreement, Manitoba may, without restricting any other remedies under this Agreement or otherwise, notify the Recipient in writing of the default or failure. The Recipient shall remedy the default or failure to the satisfaction of Manitoba within 90 days of the date of the notice, and any payments due during this period may be reduced, suspended or withheld by Manitoba. If the Recipient fails to remedy the default or failure to the satisfaction of Manitoba within this 90-day period, Manitoba may terminate this Agreement in writing, effective immediately.
- 11.2 Upon providing notice of termination of this Agreement:
- (a) Manitoba shall be under no obligation to make further payments to the Recipient;
 - (b) Manitoba's Contribution, in whole or in part, which has been advanced by Manitoba but that has not been expended by the Recipient, shall become immediately returnable or repayable to Manitoba, on demand, and such amount shall constitute a debt due and owing to Manitoba; and
 - (c) in Manitoba's sole discretion, Manitoba may require the Recipient to repay any other amount of the Contribution, and such amount shall constitute a debt due and owing to Manitoba.

SECTION 12: PUBLIC ANNOUNCEMENTS AND RECOGNITION

- 12.1 Either party may issue news releases, make public announcements and hold official ceremonies and events, provided that party makes best efforts to provide the other with reasonable prior notice of same.

SECTION 13: GENERAL

- 13.1 All reports, accountings, statements, documents, plans and other materials to be provided by the Recipient to Manitoba under this Agreement shall be in writing and shall be satisfactory to Manitoba in form and content.
- 13.2 The Recipient shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the prior written consent of Manitoba.
- 13.3 This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Recipient.
- 13.4 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.
- 13.5 Sections 4, 6, 8, 9, subsections 3.3, 10.1(c), 11.2 and 13.5 and any other provisions containing obligations that by their very nature are intended to survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.
- 13.6 Nothing in this Agreement:
- (a) makes or may be construed to make the Recipient an agent of, or partner with, Manitoba; or
 - (b) authorizes the Recipient to enter into a contract on behalf of Manitoba, act as Manitoba's agent, or otherwise obligate Manitoba.
- 13.7 Any waiver by Manitoba of any failure, default or breach under this Agreement shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or any other failure, default or breach.
- 13.8 Every provision of this Agreement is intended to be severable and if any provision of this Agreement is determined to be invalid or illegal for any reason whatsoever, such invalidity or legality does not affect the validity of the remainder of this Agreement. The other provisions remain in force and continue to be binding on the parties as though the invalid provision had never been included in this Agreement.
- 13.9 This Agreement shall be construed, interpreted, performed and enforced in accordance with the laws of Manitoba and of Canada as applicable in Manitoba.
- 13.10 This Agreement may be executed in counterparts, each of which will be deemed an original and all of which when taken together will be deemed to constitute one and the same instrument. Delivery of this Agreement (including an executed signature page) by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

SECTION 14: CONFLICT OF INTEREST

- 14.1 The Recipient agrees to abide by its Conflict of Interest Policy, which shall be disclosed to Manitoba upon request in writing. The Recipient acknowledges that its Conflict of Interest Policy, at a minimum, meets or exceeds Manitoba's Conflict of Interest Policy Guidelines (modified as necessary to fit the Recipient's organizational structure), the relevant portions of which are attached hereto as Schedule "B".

SECTION 15: NOTICES

- 15.1 Any notice or other communication under this Agreement shall be in writing and shall be delivered, sent by email transmission, or sent by registered mail postage prepaid, as follows:

To Manitoba: Community Planning and Development
Municipal Relations
6th Floor 800 Portage Avenue
Winnipeg MB R3G 0N4
Telephone: 204-945-3379
Email: MRCPD@gov.mb.ca

To the Recipient: Capital Planning Region
Chair Michael Moore
4 – 875 St. James Street
Winnipeg MB R3G 0V9
Telephone: 204-989-2048 or 204-781-7346
Email: mmoore723@outlook.com

15.2 Email transmission is the preferred form of communication under this agreement. Any notice or other communication may also be sent by ordinary mail postage prepaid.

- 15.3 Any notice or communication shall be deemed to have been received:
- (a) on the day delivered, if delivered on a business day of the addressee, and if not delivered on a business day, on the next business day of the addressee;
 - (b) on the day the email is transmitted, if sent on a business day of the addressee, and if not sent on a business day, on the next business day of the addressee; or
 - (c) on the third business day following the date of mailing, if sent by prepaid registered mail.

THIS COMMUNITY DEVELOPMENT PROGRAM CONTRIBUTION AGREEMENT has been executed on behalf of The Government of Manitoba by the Minister of Municipal Relations (or delegate), and by the Recipient's authorized representative(s), on the dates noted below.

FOR THE GOVERNMENT OF MANITOBA

Minister of Municipal Relations (or delegate)

Date: _____

SIGNED IN THE PRESENCE OF:

FOR THE RECIPIENT

Witness

Per: _____
Name:
Position:

Witness

Per: _____
Name:
Position:

Date: _____

We are employees or officers of the Recipient and have authority to bind it

SCHEDULE “A”

Organization Name: Capital Planning Region

Community Development Program Contribution: up to \$540,000

Start Date: April 1, 2023

End Date: March 31, 2024

MANDATE:

The CPR mandate is to enhance economic and social development by improving and coordinating sustainable land use and development in the capital region by:

1. Adopting a regional plan
2. Facilitating and promoting the regional considerations in the provision of infrastructure and services
3. Leading the development of regional responses to planning issues
4. Identifying and promoting opportunities for regional cooperation in the development of infrastructure and provision of services

ACTIVITIES:

The Recipient will address the following activities in accordance with legislation and regulations:

- Proceed towards adoption of the regional plan
- Lead regional responses and advocate for strong coordinated regional land use planning practices in the capital planning region with business, industry, governments, and other key stakeholders

ELIGIBLE COSTS:

The following costs are Eligible Costs:

- Operating costs and activities including operational costs (e.g. rent, utilities, phone, and internet), administrative costs (e.g. audit fees, and insurance) program costs (e.g. supplies, and meeting expenses), staffing costs (e.g. salaries and benefits), consulting fees, and legal costs directly associated with the mandate.

DELIVERABLES AND PAYMENT REQUIREMENTS:

Payment	Funding Amount	Deliverable(s) Required from Recipient	Deliverable Deadline
Initial Payment	80% of Manitoba's Contribution (as determined by Manitoba, in its discretion)	Signed Contribution Agreement	After April 1, 2023
Final Payment	Up to the Balance of Manitoba's Contribution – 20%	Copy of CPR's most recent audited financial statements for FY 2023	No later than March 31, 2024

The Recipient must also submit the following to Manitoba in a timely manner:

- Electronic copies of organizational audited financial statements with any management letters and appendices attached, including for fiscal year 2023/24.
- An electronic copy of a Compensation Disclosure report as per *The Public Sector Compensation Disclosure Act*

CONFLICT OF INTEREST POLICY GUIDELINES

A conflict of interest is any situation in which a board member or employee of an external agency has an employment, business or personal interest which results or appears to result in:

- (i) an improper material interest or an advantage by virtue of the person's position;
- (ii) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situation where a board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

The following guidelines are to be followed:

1. Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit, which accrues from or is based upon their official position or authority or upon confidential or non-public information that they gain by reason of such position or authority.
2. Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
3. Board members and employees shall not act in any official matter where there is a personal interest that is incompatible with an unbiased exercise of official judgement.
4. Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favours on their part.
5. Members of the boards of directors and employees of external agencies are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential for a conflict of interest and shall disclose in writing to the board of directors or request to have entered in the minutes of meetings of the board of directors, the nature and extent of his/her interest.
6. Where a conflict of interest has been found to exist, the board member or employee, if necessary, will be required to take steps to remove themselves from the conflict of interest. As well, where a perceived or potential conflict situation may exist, the board member or employee will be provided with advice on what steps need to be taken to remove the perception of or other potential for a conflict of interest.
7. No board member or employee shall be present during any discussions of the board or vote on any matter where it has been decided that a material interest exists. The minutes of the board meeting shall in each case record the member's disclosure of interest and the fact they took no part in the discussion or decision.

Winnipeg Metropolitan Region Inc. (Capital Planning Region)
Profit and Loss
April 2023

	April 1-31 Actual Total	April 1- Dec 31 Budget total	Actual Spending %	
INCOME				
Provincial funding		405,000	0%	1
Membership fees	202,050	202,050	100%	2
International Institute of Sustainable Development (IISD)		35,740	0%	
Manitoba Habitat Heritage Corporate (MHHC)		15,000	0%	
Fire Department Reporting System (FRS)		25,838	0%	
Plan 20-50 Adoption Working Group Reserve		65,000	0%	3
Total Revenue	202,050	748,628	27%	
Transition budget	0	108,356	0%	
Total Income	202,050	856,984	24%	
EXPENSES				
Human Resources				
Executive Director salary	12,083	131,250	9%	
Staff wages	21,787	272,250	8%	
CPP & EI	2,475	18,157	14%	
Pension plan	1,413	32,634	4%	
Payroll processing fees	33	300	11%	
WCB expense	0	1,200	0%	
Professional development & services	0	12,625	0%	
Total Human Resources	37,791	468,416	8%	
Office expense				
Rent, maintenance, security and cleaning	3,633	33,750	11%	
Insurance	3,130	3,000	104%	4
Office supplies	441	1,500	29%	
Photocopier & printing production	741	7,500	10%	
Utilities: hydro, water, internet	685	7,350	9%	
Phone allowance	100	2,250	4%	
Computer hardware & equipment	544	11,250	5%	
Bank fees	4	75	5%	
Total Office Expense	9,277	66,675	14%	
Professional Fees/Services				
Accounting and audit	0	30,000	0%	
Legal fees	0	40,000	0%	
Digital maintenance & support	0	11,250	0%	
Professional fees other	0	3,000	0%	
Communication support	0	3,750	0%	
Total Professional Fees/Services	0	88,000	0%	
Software and Subscriptions				
Software subscription	0	18,750	0%	
Website hosting & maintenance	2,754	45,000	6%	
Total Software and Subscriptions	2,754	63,750	4.32%	
Meeting Expenses				
Board executive expenses	2,451	11,250	22%	
Consultation & notification expense	0	15,000	0%	
Travel & conference expense	11	7,500	0%	

Dues, memberships & sponsorships	255	7,500	3%
Total Meeting Expenses	2,717	41,250	7%
Project Expenses			
FRS	10,175	25,838	39%
Resiliency	7,500	11,250	67%
IISD	7,937	26,805	30%
Plan 20-50 adoption & strategic projects	0	65,000	0%
Total Special Projects	25,612	128,893	20%
Transition Expense	18,586		
Total Expenses	96,737	856,983	11%
PROFIT	105,313	0	

Note:

1. Provincial funding will be released once the funding agreement is signed
2. Membership fee covers period April -Dec 2023 - all invoices have been sent
3. \$243,490 remaining in the Provincial Plan20-50 Working Group Reserve
4. Insurance charged annually

AGENDA ITEM 6.4 – Consent Agenda

WINNIPEG METROPOLITAN REGION - CAPITAL PLANNING REGION

Briefing Note

TRANSITION PROGRESS REPORT

RATIONALE

The *Transition Progress Report* has been created to keep the Board updated on the action items arising from the Winnipeg Metropolitan Region – Inaugural Capital Planning Region Board meeting held on April 26, 2023.

Regular updates will be provided to the board during the transition towards statutory corporation status.

ACTION

Receive the Progress Report as presented.

SUPPORTING DOCUMENT

Agenda Item 6.4 - Attachment 6.4.1: Progress on Tasks Report

TRANSITION PROGRESS REPORT

Progress on Tasks - Transition & Other

1. Assignment of Lease

- Signed proposal letter sent to Shindico – **complete**
 - Letter confirmed the terms and extension of lease past the contract date.
- Lease to be assigned to the Capital Planning Region o/a Winnipeg Metropolitan Region. Shindico currently preparing an assignment of lease – **in process**

2. Transfer of Assets - Software Licenses

- *Consent to Assignment* (legal agreements prepared by DD West LLP) sent to all applicable companies to transfer software licenses. Currently awaiting responses – **complete**

3. Banking

- New signing authorities in place for the statutory corporation – **complete**
- Signing authorities, as approved by the board, include:
 - Michael Moore, Chair
 - Elisabeth Saftiuk, Vice Chair
 - Brad Erb, Director
 - Debbie Fiebelkorn, Director
 - Jennifer Freeman, Program Manager

4. Statutory corporation business

- As per resolution approved at the meeting of the Board on April 26, 2023, Heartland CPAs will handle activities related to establishing the Capital Planning Region statutory corporation known as Winnipeg Metropolitan Region (WMR).
- WMR has provided the appropriate documentation to Heartland to move forward with the business number registration and CRA account transfer – **complete**
- Heartland working to obtain the business number registration and complete the CRA account transfer – **in process**
- Heartland as official auditor confirmed – **complete**

5. Lake Friendly Official Mark transfer

- DD West LLP working to complete the legal transfer of the Official Mark Lake Friendly Mark – **in process**

6. Employee contracts

- Received by all employees. Fully executed contracts for all employees have been sent to Marissa Warshawski, Warshawski Consulting - **complete**

7. WMR website

The WMR website is currently being updated with pages that more clearly provide the information required by the *Capital Planning Region Regulation*. The work is expected to be completed mid-June – **in process**

This includes:

- Public Board Meeting page
- Public notices page
- Financial records page
- Organization bylaw page
- Improved navigation to find annual reports

8. Announcement of the Board

- The Province of Manitoba has confirmed that they will lead the announcement as soon as all board positions have been finalized.

9. Other tasks arising from Meeting #1 - April 26, 2023

- Copies of the *Confidentiality Agreements* signed at the April 26th meeting have been email to all attendees - **complete**
- Invoices for prorated current member contributions (April 1, 2023 – December 31, 2023 sent out Friday May 8, 2023 - **complete**

10. WMR Meeting Dates for the remainder of 2023 & 2024

As per regulation, all Capital Planning Region Board meetings dates, including the AGM, must be planned to the end of year, and provided to board. These dates were scheduled based on careful consideration of all council meetings and other special meetings in all municipalities.

Board meeting members were canvassed to allow for input on the board schedule. After feedback was collected it was determined that the schedule works for the majority of board members. Those unable to join in person also have the option to join via Zoom. Please provide advance notice.

Program Manager, Jennifer Freeman, will have these dates sent out via Outlook Calendar invitation. Full schedule on page 3.

CONFIRMED		
CAPITAL PLANNING REGION BOARD MEETING SCHEDULE 2023 & 2024		
Date	Time	Location
2023		
Thursday June 15, 2023	8:30am – 12:00pm	Canad Inns Polo Park or Zoom
<i>No meetings in July and August</i>		
Thursday September 14, 2023	9:00am to 12:00pm	TBA
Thursday October 19, 2023	9:00am to 12:00pm	TBA
AGM Thursday November 16	9:00am to 12:00pm	TBA
<i>No meeting in December</i>		
2024		
Thursday January 18, 2024	9:00am to 12:00pm	TBA
Thursday March 21, 2024	9:00am to 12:00pm	TBA
Thursday May 16, 2024	9:00am to 12:00pm	TBA
Thursday June 20, 2024	9:00am to 12:00pm	TBA
Thursday September 19, 2024	9:00am to 12:00pm	TBA
AGM November 21	9:00am to 12:00pm	TBA
<i>2024 – no meetings February, April, July, August and December</i>		

AGENDA ITEM 7 – Policy and Procedure Manual

WINNIPEG METROPOLITAN REGION - CAPITAL PLANNING REGION

Briefing Note

POLICY AND PROCEDURE

REGULATION AND LEGISLATION

The purpose and legislative requirements are outlined on the first page of each policy.

RATIONALE

Policies and procedures are intended to regulate all key decisions, actions, and principles of a corporation. In line with best practice, policies in the *Policy and Procedure Manual* for the Winnipeg Metropolitan Region - Capital Planning Region have been designed to ensure regulatory compliance, board and operational requirements, and ongoing effectiveness. WaytoGo Consulting was engaged to facilitate policy formation, in consultation with the Province of Manitoba and staff of the Winnipeg Metropolitan Region. These policies have been reviewed and vetted by B. Madison of Pitblado.

The policies listed below will be included in the manual. The purpose and legislative requirements are outlined at the beginning of each policy.

SUPPORTING DOCUMENTATION

Agenda Item 7 – Attachments as follows:

- 7.1 Procurement Policy
- 7.2 Member Contribution Policy
- 7.3 Financial Reporting & Budgeting Policy

Capital Planning Region Policy and Procedure Manual	Policy Number:
Adopted by Resolution #	Date Approved:
Title: Procurement Policy	Date Last Reviewed by Management:

PURPOSE:

To conduct the procurement activities of the Capital Planning Region (the “CPR”) in the most effective, fair, open and transparent manner possible.

LEGISLATIVE REQUIREMENTS

Canadian Free Trade Agreement

- Article 504 3(b) sets threshold limits for procurements that require an open, non-biased, tendering process including requirements for public advertising. The threshold limits are regularly adjusted for inflation and the 2023 threshold limits are:
 - o \$ 121,200 or greater for goods or services, excluding construction; or
 - o \$ 302,900 or greater for construction.

DEFINITIONS

“Construction” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering work.

“Director” means a director of the Board of Directors of CPR.

“Goods” mean all types of personal property, including, without limitation, machinery, granular material, office supplies, computer hardware.

“Procurement” means the purchase, lease, rental or use of Goods and Services, including the acquisition of Goods by Construction.

“Proposal” means a competitive offer received from a bidder in response to a oral or written RFQ or RFP or a tender.

“RFP” means request for proposal.

“RFQ” means request for quotation.

“Services” mean all types of services, including without limitation, consulting, engineering and design, accounting and auditing services, legal services, maintenance, operation and repair of buildings, machines or equipment, etc.

RESPONSIBILITIES:

The Executive Director is responsible for:

- ensuring that Goods, Services and Construction are procured in accordance with this policy up to the Executive Director's authorized procurement limit specified in this policy; and
- ensuring that the procurement of Goods, Services and Construction in amounts exceeding the Executive Director's authorized procurement limit are conducted in accordance with this policy and that a report with recommendations is first provided to the Board of Directors.

The CPR Board of Directors is responsible for ensuring that the procurement of Goods, Services and Construction in amounts exceeding the Executive Director's authorized procurement limit is approved in advance by resolution of the Board and conducted in accordance with this policy.

PROCEDURES:

1. Purchasing Limits

- a. The Executive Director has authority to purchase Goods, Services and Construction in amounts that are included in the CPR annual budget, up to a value of Fifty Thousand Dollars (\$50,000).
- b. The Executive Director, at their discretion, may provide written (including electronic) authorization to a CPR staff member to approve specific procurements of any Goods, Services or Construction up to a value of Ten Thousand Dollars (\$10,000).
- c. Procurement of any Goods, Services or Construction in amounts that exceed Fifty Thousand Dollars (\$50,000) or are not included in the annual CPR budget, must be approved in advance by resolution of the Board of Directors.

2. Methods of Procurement

- a. The CPR may obtain prices for the provision of Goods, Services and Construction in the following manner:
 - i. through pricing lists or orally, by directly contacting known supplier;
 - ii. in writing by directly contacting known suppliers;
 - iii. by RFQ or RFP; or
 - iv. by a tender process.

3. Thresholds for Procurement Processes

- a. The total dollar value of any particular procurement will be deemed to be a combination of “like items” (e.g. a screen, keyboard, and processor shall be deemed to be a computer) and under no circumstances are items to be separated or split into two or more contracts to circumvent this policy.
- b. For purchases of any Goods, Services or Construction with an estimated total value between \$500 and \$5,000 three (3) prices should be obtained through pricing lists or orally by directly contacting known suppliers, except where only one supplier is able to meet the requirements of a procurement, in which case the Executive Director may sole source the purchase.
- c. For purchases of any Goods, Services or Construction with an estimated total value between \$5,000 and \$20,000 a minimum of three (3) prices must be obtained in writing by directly contacting known suppliers.
- d. For purchases of any Goods, Services or Construction with an estimated total value between \$20,000 and \$75,000 an RFQ or RFP is required to be undertaken in accordance with this policy.
- e. For purchases of any Goods, Services or Construction with an estimated total value over \$75,000 a formal tender process is required to be undertaken in accordance with this policy.

4. RFQ or RFP

- a. An RFQ or RFP from the CPR will:
 - i. describe the Goods, Services or Construction that is being requested and provide information on the RFQ or RFP process including the method of awarding the RFP or RFQ to the successful bidder;
 - ii. request all potential bidders to provide a Proposal that describes the potential Goods, Services or Construction, their approach to delivery and how they can address and/or meet the needs of the CPR in addition to any other relevant details;
 - iii. require bidders to provide a price for all Goods, Services and Construction;
 - iv. be delivered to a minimum of three (3) potential bidders; and
 - v. be posted on the CPR website in addition to any other advertising that the Executive Director may deem appropriate.
- b. At no time will any Director or CPR officers, employees or contractors imply any commitment of any kind to any bidder until such time as the Executive Director or designate has provided formal notifications to bidders.

- c. Any information that is given to one bidder will be given to all bidders and information will be disseminated via written notification by means of mailed letters or by comparable electronic notification.
- d. The award of a Goods, Services or Construction contract solicited through an RFQ or RFP will be given to the bidder whose Proposal is determined to be the most advantageous to the CPR based on the evaluation criteria set out in the RFQ or RFP and applied to all Proposals.
- e. The CPR is not required to accept a Proposal if it decides not to proceed with the procurement, determines all Proposals are too high, or that none meet the needs of the CPR. The CPR may reject the lowest or any bid.
- f. The CPR will determine the form of any contract to be entered into with the successful bidder.

5. Tenders

- a. The tender process is a formal, competitive sealed bidding process.
- b. Evaluation criteria may include a short-listing process, qualifying or minimum scores, required presentations or demonstrations, interviews or references, and their weighting and impact on the eligibility or ranking of bidders.
- c. Subject to subsection 5.d. below, tenders must be listed on the CPR website and sent to a minimum of four (4) potential bidders, in addition to any other tender advertising that the Executive Director deems relevant including listing the tender on Manitoba's electronic tendering system (MERX) (<http://www.merx.com/>).
- d. Tenders for the procurement of Goods or Services greater than \$121,200 and for Construction projects greater than \$302,900 must be advertised on Manitoba's electronic tendering system (MERX) (<http://www.merx.com/>).
- e. Any information that is given to one bidder will be given to all bidders in the tendering process via written notification by means of mailed letters or by comparable electronic notification.
- f. All information acquired through the tender process will be held in the strictest confidence in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*.
- g. Details of tender submissions will not be discussed with any bidder other than the awarded bidder in relation to their submission.
- h. Formal tender openings will be open to the public.
- i. At no time will any Director or CPR officers, employees or contractors imply any commitment of any kind to any bidder until such time as the Board of Directors has passed a resolution to formally award the tender.

- j. Typically, the award of any contract will be made to the bidder meeting the specifications, evaluated as offering the best value in accordance with the evaluation criteria.
- k. The Executive Director will prepare a report for the Board of Directors with a recommendation for award of the tender.
- l. Official award of the tender will be by resolution of the Board of Directors.
- m. The CPR will determine the form of any contract to be entered into with the successful bidder.

Capital Planning Region Policy And Procedure Manual	Policy Number:
Adopted By Resolution #	Date Approved:
Title: Municipal Member Contributions	Date Last Reviewed by Management:

PURPOSE:

To establish the process for municipal funding of the Capital Planning Region (the “CPR”).

LEGISLATIVE REQUIREMENTS

The Planning Act:

- 10.15(1) annual budget must be submitted to each regional member municipality and the Minister of Municipal Relations.
- 10.15(2) fiscal year is the calendar year.

Capital Planning Region Regulation:

- 1(2) the population of a municipality is based on the most recent census taken and available under the *Statistics Act* (Canada).
- 12(1) CPR must prepare and approve an annual budget in each fiscal year.
- 13(1) unless otherwise agreed by the regional member municipalities, each regional member municipality in the CPR must annually contribute funds to meet expenses of the CPR in at least the minimum amount set forth in the schedule attached to the Regulation based on the population of such municipality, with Winnipeg required to contribute an amount at least equal to the total contributed by all other regional member municipalities.
- 13(2) regional member municipalities may not agree to contribute less than the amount required under subsection 13(1).
- regional member municipalities in the CPR must contribute in accordance with subsection 13(1) if no agreement is otherwise reached between the regional member municipalities

DEFINITIONS

"CRP Regulation" means the *Capital Planning Region Regulation*, as amended from time to time.

“Municipality Population” means the population of a CPR regional member municipality based on the most recent census taken and available under the *Statistics Act* (Canada).

RESPONSIBILITIES:

The CPR annual budget prepared by the Executive Director in accordance with the Financial Reporting & Budgeting Policy must stipulate revenue from municipal contributions from each CPR regional member municipality.

PROCEDURES:

1. Establishing Proposed Minimum Annual Contribution Amounts

In preparing the draft budget, the Executive Director will:

- a. determine anticipated revenues and expenditures, including the estimated funding required from each regional member municipality in order to establish a balanced budget;
- b. determine the minimum annual contribution of each regional member municipality by:
 - i. determining the appropriate range of Municipal Population that each such regional member municipality (other than the City of Winnipeg) falls within, as set forth in column 1 of the table in the schedule in the CPR Regulation, and then having reference to the adjacent minimum annual contribution of such regional member municipality set forth in column 2 of such table; and then
 - ii. calculating the minimum annual contribution of the City of Winnipeg, being an amount equal to the aggregate minimum annual contributions of other regional member municipalities;
- c. notwithstanding subsection 1.b. above, if all regional member municipalities have agreed, in writing and in accordance with the provisions of the CPR Regulation, to determine the minimum annual contributions of each regional member municipality by other means, the Executive Director shall determine such minimum annual contributions by such means;
- d. if funding budgeted from regional member municipalities exceeds the total amount calculated under subsection 1.b or 1.c. above, the balance of funding required will be calculated as follows:
 - i. the City of Winnipeg shall contribute 50% of the additional required funding; and
 - ii. the remaining 50% of the additional required funding shall be provided by each regional member municipality (other than the City of Winnipeg), with each such regional member municipality contributing an amount proportional to its Municipality Population in relation to the total Municipality Population of all such regional member municipalities (other than the City of Winnipeg).

2. Board Approval of Minimum Annual Contribution Amounts

- a. The Executive Director will submit the draft budget with a listing of the proposed minimum annual contribution of each regional member municipality to the Board of Directors in accordance with the Financial Reporting & Budgeting Policy.
- b. The Board of Directors will review the budget and any adjustments made to the minimum annual contribution of each regional member municipality will comply with section 1 of this policy.

3. Requisition of Regional Member Municipalities

- a. Upon approval of the draft budget by resolution of the Board of Directors, in accordance with the Financial Reporting & Budgeting Policy, the Executive Director will prepare and issue an individual requisition invoice to each of the CPR regional member municipalities and provide the specific requisition calculation of the minimum annual contribution amount for each respective regional member municipality.
- b. The requisition invoice shall indicate the date of issue and include a formal notice statement advising regional member municipalities that the terms of remittance require full payment of the requisition within 60 days.
- c. Should any regional member municipality fail to remit the requisitioned minimum annual contribution funds by the due date, the Executive Director shall send a written reminder notice to the Chief Administrative Officer of the regional member municipality, requesting remittance within 30 days.
- d. At the first regular Board of Directors meeting 90 days after issue of the requisition invoice:
 - i. the Executive Director will place on the agenda a report on the status of remittance for each CPR regional member municipality and record in the minutes those regional member municipalities with unpaid requisitions; and
 - ii. the Board of Directors will consider what other steps are appropriate to take to collect payment of unpaid CPR regional member municipal requisitions within the parameters set by *The Municipal Act* and the CPR Regulation.

Capital Planning Region Policy and Procedure Manual	Policy Number:
Adopted by Resolution #	Date Approved:
Title: Financial Reporting & Budgeting	Date Last Reviewed by Management:

PURPOSE:

To ensure the Capital Planning Region (the “CPR”) Board of Directors, the regional member municipalities within the CPR, and the Province of Manitoba receive regular, timely and accurate financial information on CPR financial activities.

LEGISLATIVE REQUIREMENTS

The Planning Act:

- 10.15(1) annual budget must be submitted to each regional member municipality and the Minister of Municipal Relations.
- 10.15(2) fiscal year is the calendar year.
- 10.16(1) CPR must establish financial management and information systems to enable it to prepare financial statements in accordance with generally accepted accounting principles as set out in CPA Canada Handbooks.
- 10.16(2) CPR must appoint an independent auditor to audit the records, accounts and financial transactions of the CPR each year.
- 10.16(3) CPR must make its annual budget and annual audit available to the public by publishing them on the CPR website.
- 10.17 CPR must prepare an annual report on its operations within six months after the end of each fiscal year, and must provide a copy of such annual report to each regional member municipality and the Minister of Municipal Relations.

Capital Planning Region Regulation:

- 12(1) CPR must prepare and approve an annual budget in each fiscal year.
- 12(2) CPR must provide the Minister of Municipal Relations with a copy of the annual budget before the start of that year.
- 16(1) CPR website must be publicly accessible.
- 16(3) CPR must publish, amongst other things, annual budgets, financial statements, audits and annual report on its operations on the CPR website as soon as reasonably practicable after the records are available.

RESPONSIBILITIES:

Annual Budget

The Executive Director is responsible for the preparation and presentation of an annual budget to the Board of Directors for review and approval of the Board.

Quarterly Financial Statements

The Executive Director is responsible for the preparation and presentation of financial statements on a fiscal year quarterly basis for review and approval of the Board of Directors.

Appointment of Auditor

The Board of Directors will appoint auditors to prepare annual audited financial statements in accordance with Canadian Public Sector Auditing Standards.

Annual Audited Financial Statements and Annual Report

The Executive Director or designate must prepare an annual report on operations of the CPR which must be approved by resolution of the Board of Directors.

The annual audited financial statements must be received by the Board of Directors and approved by resolution each year.

By June 30 each year, the Board of Directors must approve the annual report on operations for the prior year together with the annual audited financial statements. On approval by the Board, the annual report on operations and the annual audited financial statements will be forwarded to the Minister of Municipal Relations and regional member municipalities of the CPR and posted to the CPR website.

PROCEDURES:

1. Annual Budget

- a. The Executive Director is responsible for the preparation of an annual budget prepared in accordance with Canadian public sector accounting standards.
- b. The annual budget will take into account operating requirements of the CPR, strategic priorities of the Board of Directors and impact on funding requirements from regional member municipalities.
- c. The annual budget for the next succeeding year will be presented to the Board of Directors by November 30 each year.
- d. The annual budget for the next succeeding year will be approved by resolution of the Board of Directors by December 31 each year.
- e. Upon approval of the annual budget by resolution, the Executive Director will:

- i. forward a copy of the annual budget no later than December 31 to the Minister of Municipal Relations and all regional member municipalities of the CPR; and
- ii. post a copy of the annual budget on the CPR website.

2. Quarterly Financial Statements

- a. The Executive Director is responsible for the preparation and fair presentation of quarterly financial statements in accordance with Canadian public sector accounting standards.
- b. The Executive Director is responsible for such internal controls as management, in consultation with the duly appointed auditors, determines are necessary to enable the preparation of financial statements that are free from material misstatement.
- c. Quarterly financial statements shall:
 - i. include prior year actual, current year budget, and year to date amounts in addition to such other data as the Executive Director or the Board of Directors deem relevant;
 - ii. for the quarters ending June 30 and September 30, shall also include forecast to year end amounts;
 - iii. be available to the Board of Directors no later than 30 days after each quarter end, excepting the quarter ending December 31 which shall be available no later than 60 days after December 31;
 - iv. be included in the Board of Directors agenda package at the next regular Board meeting to be presented for adoption by resolution; and
 - v. include a report detailing the financial status of larger projects and any significant variances from budget that exceed \$10,000 or 20% of the budgeted amount.

3. Appointment of Auditor

- a. The Executive Director will submit a report to the Board of Directors detailing the process to select an independent audit firm of chartered professional accountants authorized to provide public accounting services in accordance with *The Chartered Professional Accountants Act* to undertake an annual audit of the financial records of the CPR in accordance with Canadian public sector accounting standards.
- b. The Board will by resolution appoint auditors for a term of one year.
- c. In each year, the Executive Director will commence the process to select and recommend to the board an audit firm as detailed in subsection 3. a. above.

4. Annual Audited Financial Statements and Annual Operations Report

- a. The Executive Director shall place the annual audited financial statements for the prior year, along with the report from the auditor, on the regular meeting agenda for the auditor to report to the Board at a regular Board meeting no later than June 30 each year.
- b. The Executive Director shall no later than June 30 each year submit an annual operations report to the Board of Directors for the prior year that includes information on the CPR strategic plan and steps taken to achieve desired outcomes.
- c. The Board of Directors will review the audited financial statements and annual operations report and present the statements and report for adoption by resolution of the Board.
- d. The Executive Director shall no later than June 30 each year:
 - i. forward the Board approved annual operations report and audited financial statements for the prior year to the Minister of Municipal Relations and all regional member municipalities of the CPR; and
 - ii. post a copy of the Board approved annual operations report and audited financial statements for the prior year on the CPR website.