



**Township of East Garafraxa  
Special Electronic Council Meeting Agenda  
Tuesday, September 28, 2021 at 2:00 P.M.**

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1. **Opening of Meeting**
2. **Added Items (late Submissions – if any)**
3. **Approval of Agenda**
4. **Disclosure of Pecuniary Interest and General Nature Thereof**
5. **Approval of Minutes**
  - 5.1. Special Electronic Council Meeting Minutes for September 14, 2021
  - 5.2. Business arising from Minutes
6. **Public Question Period 2:10 p.m.**

\*Questions to be sent by email to Jessica Kennedy, Deputy Clerk  
[jkennedy@eastgarafraxa.ca](mailto:jkennedy@eastgarafraxa.ca) no later than Monday, September 27, 2021 at noon.
7. **Delegation(s)/Presentation(s) – Nothing at this time.**
8. **Public Meeting(s) – Nothing at this time.**
9. **Unfinished Business**
  - 9.1. **COVID-19 (Coronavirus) Update**
    - 9.1.1. Conference Call/Zoom Meeting Updates
    - 9.1.2. COVID-19 Vaccination Policy
      - 9.1.2.1. Ministry of Health News Release - Ontario Releasing Guidance to Support Proof of Vaccination Policy – September 14, 2021
      - 9.1.2.2. Ministry of Municipal Affairs and Housing – Ontario Proof of Vaccination Guidance for Business and Organizations – September 17, 2021
      - 9.1.2.3. Wellington Dufferin Guelph Public Health Unit Instructions Regarding Proof of Vaccination Requirements for Persons Entering Facilities Used for Sports and Recreational Fitness Activities – September 23, 2021
    - 9.1.3. Other
  - 9.2. **Truth and Reconciliation Commission**
    - 9.2.1. Township of Mulmur Report
    - 9.2.2. Summary of TRC – Calls to Action Directed at Municipal Governments
  - 9.3. **Inclusion of Prostate Blood Testing in Medical Care**

- 9.3.1. Town of Cochrane
- 9.3.2. Township Resolution of Support
- 9.4. **OPP Detachment Board Composition**
- 9.4.1. Town of Mono Resolution

10. **Planning Department**

- 10.1. **Development Update(s)**
- 10.2. **Ministry of Municipal Affairs and Housing**
- 10.2.1. Site Plan Control Guide Letter – September 9, 2021
- 10.3. **Municipal Comprehensive Review Update**
- 10.3.1. Agricultural System Mapping
- 10.3.2. Growth Allocation
- 10.4. **County of Dufferin**
- 10.4.1. Building Permit Listing Uploaded to MPAC – August 2021
- 10.5. **Tariff of Fees for Planning Matters Discussion**
- 10.5.1. [By-Law 17-2015](#), as amended by [By-Law 19-2021](#) and [By-Law 37-2021](#) (please refer to By-Law 37-2021 for Schedule "A" Fees and Deposits)
- 10.6. **Surplus Farm Dwelling Severance Conditions Discussion**
- 10.7. **Planning Brochures Discussion (updated brochures to follow)**

11. **Public Works Department**

- 11.1. **Director of Public Works Report(s)**
- 11.2. **OSIM Bridge Inspection Report**
- 11.2.1. Bridge Sufficiency Index Costs
- 11.3. **Town of Caledon**
- 11.3.1. Notice of Online Public Information Centre - Winston Churchill Boulevard Class Environmental Assessment Study Beechgrove Sideroad to Caledon East Garafraxa Townline

12. **Treasury and Accounts**

- 12.1. **Treasurer Report(s)**
- 12.2. **Bills and Accounts**
- 12.3. **Municipal Modernization Program Intake 3 Funding Discussion**
- 12.4. **Orton Community Association**
- 12.4.1. Financial Statement

13. **County Council Business**

- 13.1. **County Council Meeting(s)**
- 13.1.1. [September 9, 2021 Council Meeting Video \(YouTube\)](#)

**13.2. Service Delivery Review**

**13.2.1. Discussion/Follow Up**

**13.3. EV Charging Station Installation**

**14. Committees**

**14.1. Grand Valley and District Community Centre Board**

**14.1.1. Agreement Correspondence**

**14.1.1.1. Second Draft Inter-Municipal Agreement**

**14.2. Grand Valley and District Fire Board**

**14.2.1. April 19, 2021 Minutes**

**14.3. Grand Valley and District Community Centre Board**

**14.3.1. June 28, 2021 Minutes**

**14.4. Planning Advisory Committee (PAC)**

**14.4.1. Surplus Farm Dwelling Severance Applications Discussion**

**14.5. CTC Source Protection Region Committee**

**14.5.1. Highly Vulnerable Aquifer Workshop Minutes August 26, 2021**

**14.5.2. HVA Workshop Summary Email – September 15, 2021**

**14.6. Lake Erie Region Municipal Implementation Working Group**

**14.6.1. September 22, 2021 Meeting Agenda**

**14.6.2. Summary of Meeting – June 23, 2021**

**15. General Business and Correspondence**

**15.1. Association of Municipalities of Ontario (AMO)**

**15.1.1. [Indigenous Community Awareness Training October 28<sup>th</sup>, November 4<sup>th</sup> & 18<sup>th</sup>](#)**

**15.1.2. [Policy Update – Vaccine Certification](#)**

**15.2. Town of Mono**

**15.2.1. Press Release: Council Appoints New Mayor and Deputy Mayor – September 3, 2021**

**15.3. Municipality of Trent Lakes**

**15.3.1. OHIP Eye Care**

**15.4. Northumberland County**

**15.4.1. Capital Gains Tax on Primary Residence**

**15.5. Township of Scugog**

**15.5.1. Structure Inventory and Inspections**

**16. Added Items (Late Submission – if any)**

**17. New Business**

**17.1. 2022 Municipal and School Board Elections Update**

**17.2. Filming and Special Events By-Law 8-2016 Discussion**

**18. Closed Meeting**

Pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s):

- 18.1. **Labour relations or employee negotiations**
- 18.2. **Personal matters about an identifiable individual, including municipal or local board employees.**
- 18.3. **Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.**
- 18.4. **Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.**
- 18.5. **Closed Meeting Minutes**

**19. By-Law(s)**

**Notice of intention to pass the following By-Law(s)**

- 19.1. **Being a By-Law to authorize the execution of an agreement between Intelivote Systems Inc. and the Corporation of the Township of East Garafraxa**
- 19.2. **Being a By-Law to authorize the execution of a transfer payment agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects between Her Majesty the Queen Right of Ontario and the Corporation of the Township of East Garafraxa**

**20. Confirming By-Law**

**21. Adjournment**

To Meet again for the Special Electronic Council Meeting Wednesday, October 13, 2021, at 2:00 p.m., or at the call of the Mayor.



The Council of the Township of East Garafraxa held a Special Electronic Meeting of Council by video conference at 2:00 p.m. on September 14, 2021. Councillors Tom Nevills, Fran Pinkney, Lenora Banfield (Councillor Banfield arrived at 3:40 p.m.), and Deputy Mayor John Stirk (Deputy Mayor Stirk arrived at 3:15 p.m.) were in attendance with Mayor Guy Gardhouse presiding. Susan Stone, CAO/Clerk-Treasurer, Jessica Kennedy, Deputy Clerk, Dave Knight, Director of Public Works, and Alan Selby, Treasurer were also in attendance.

### 1. Opening of Meeting

Meeting called to order.

### 2. Added Items

Motion passed to amend agenda pursuant to added item.

Added Item:

#### 1. **Robinson Aggregate Pit Licence 3635 (A Line)**

- 1.1. Ministry of Northern Development, Mines, Natural Resources and Forestry Email Correspondence dated September 11, 2021

### 3. Approval of Agenda

Motion passed to approve agenda as amended.

### 4. Disclosure of Pecuniary Interest and General Nature Thereof – Nothing at this time.

### 5. Approval of Minutes

- 5.1. Special Electronic Council Meeting Minutes for August 10, 2021 – Motion passed to approve as circulated.

- 5.2. Business arising from Minutes – Nothing at this time.

### 6. Public Question Period 2:10 p.m. – Nothing at this time.

### 7. Delegation(s)/Presentation(s)

- 7.1. **4:30 p.m. Closed Meeting – Township Solicitor, Jeff Wilker, Partner, Thomson Rogers Lawyers** - Pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s):
  - 7.1.1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
  - 7.1.2. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

### 8. Public Meeting(s) – 4:00 p.m. – Nothing at this time.

### 9. Unfinished Business

The following was received and/or dealt with:

- 9.1. **COVID-19 (Coronavirus) Update**
  - 9.1.1. Conference Call/Zoom Meeting Updates
  - 9.1.2. COVID-19 Vaccination Policies
  - 9.1.3. Administration Office Open by Appointment
  - 9.1.4. Marsville Hall Reopening Discussion
  - 9.1.5. Other

CAO provided summary of discussions that occurred during bi-weekly Emergency Management meetings, and regular CAO meetings, all virtual. County of Dufferin, and other municipalities, working on Covid-19 Vaccination Policies. Council in agreement to wait for County Policy which will include legal review, and to follow their lead.

Marsville Community Hall to remain closed and matter deferred until January, 2022.

Grand Valley Fire Board held first in person meeting on September 13, 2021, where everyone wore masks, tables adequately distanced and sanitizing required.

#### 9.2. **Truth and Reconciliation Commission**

- 9.2.1. Township of Mulmur Report

- 9.2.2. Summary of TRC – Calls to Action Directed at Municipal Governments
- 9.2.3. [AMO Policy – Draft Resolution for Municipal Recognition of September 30<sup>th</sup> as National Day for Truth and Reconciliation, and New Municipal Resources Materials](#)
- 9.2.4. Township of Amaranth Resolution
- 9.2.5. County of Dufferin Email – Resolution

Motion passed in support of recognizing September 30, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day).  
Staff to bring back Truth and Reconciliation Report for Council endorsement.

- 9.3. **Community Living Dufferin**
- 9.3.1. Flagpole Installation

CLD installing 3 flagpoles.

## 10. Planning Department

The following were received and/or dealt with:

### 10.1. **Development Update(s)**

CAO updated Council on ongoing matters. Marsville Joint Servicing Report under review by Township Engineers and Consultants. Estate Subdivision development proceeding, and numerous planning enquiries and applications being received and dealt with.

Council suggestion that discussion on surplus farm dwelling severance conditions, including park dedication and surveying, be placed on next agenda, and staff to do some research accordingly. Also, further discussion regarding the Tariff of Fees for Planning Matters, and pre-consultation process.

### 10.2. **Municipal Comprehensive Review Update**

- 10.2.1. Agricultural System Mapping Report
- 10.2.2. Growth Allocation

### 10.3. **RSSB Canada Site Plan SPA1-16**

- 10.3.1. Cancellation of Annual Event – Tuesday, September 14, 2021

### 10.4. **Town of Erin**

- 10.4.1. Notice Town-Initiated Zoning By-Law Amendment Z21-02; to add zoning provisions for Agriculture-related Uses and On-farm Diversified Uses, which includes Agri-Tourism
- 10.4.2. Draft Zoning By-Law

### 10.5. **Town of Grand Valley**

- 10.5.1. Notice of Consent and Zoning By-Law Amendment files B5-2021 and Z7-2021; a Consent to Sever and Zoning By-Law Amendment to facilitate a Surplus Farm Dwelling Severance

### 10.6. **Town of Orangeville**

- 10.6.1. Notice of Adoption of Official Plan Amendment and Notice of Passing of Zoning By-Law Amendment – 60 and 62 Broadway

### 10.7. **County of Dufferin**

- 10.7.1. Building Permit Listing Uploaded to MPAC – July 2021

### 10.8. **Tariff of Fees for Planning Matters**

- 10.8.1. Resident Request for Return of Pre-Consultation Fee and Deposit – August 29, 2021

CAO reported that the deposit was fully utilized for the costs incurred for the Planning Consultant's involvement, in fact, costs to date exceed the deposit amount. The residents were provided numerous emails with information regarding the Official Plan and Zoning Bylaw, and the severance requirements contained in the Official Plan for the Rural designation, including the minimum lot size of 10 ha., for which there was not fee required, in advance of their request for a pre-consultation with respect to a proposed small lot severance. Further to the pre-consultation meeting, the residents were again advised of the possibility for a 10 ha. severance. Residents also advised to retain the services of a professional

planning consultant to assist them with their proposal and planning process. Discussion ensued, and it was suggested that there be improved information on the Township website to help the public to better understand the planning process, which can be confusing; however, in this situation, there was general agreement that adequate planning information had been provided, and request for waiving of the Pre-Consultation Fee and Deposit was not approved.

**10.9. Site Alteration 151100 12<sup>th</sup> Line**

**10.9.1. Resident Request to Waive Fee for Installation of a Silt Pond for Existing Pond**

Discussion ensued, and motion passed to approve the site alteration request, subject to a reduced fee of \$500, and deposit of \$2,500.

**10.10. Marsville Unopened Road Allowance**

**10.10.1. Resident Request**

Discussion ensued in Closed Meeting, this being a proposed or pending acquisition or disposition of land by the municipality or local board, and subject to provisions of the Municipal Act, and the Township Acquisition/Disposition Bylaw.

**10.11. Greenwood Construction Aggregate Pit – East Half Lot 2, Concession 17, West Half Lot 2 (Licence 10606)**

**10.11.1. Ministry of Northern Development, Mines, Natural Resources and Forestry Site Plan Amendment Letter dated August 17, 2021**

**10.11.2. Operation and Notes Site Plan**

Discussion ensued in Closed Meeting, this being a matter covered by Solicitor Client Privilege, and for which Mr. Wilker, Township Solicitor, in attendance.

**11. Public Works Department**

The following were received and/or dealt with:

**11.1. Director of Public Works Report(s)**

Weather related maintenance issues being dealt with, such as road wash outs, and trees down. Ongoing maintenance occurring such as ditching, bridges washed, culvert installations, centre line painting on 10<sup>th</sup> Line, removal of dead Ash trees, Nature's Landing Park parking area constructed, grading, winter sand in dome tomorrow, shoulder grass cutting next week, seasonal operator posting for 2021/2022 being extended, Bridge 7 follow up inspection and deficiencies identified and to be dealt with, Rayburn Meadows Park playground equipment removed and waiting on ICIP funding confirmation and agreement in order to proceed with replacement, though deadline of September, 2021 to commence project now extended to 2023.

Discussion ensued regarding additional trees on the trailway on the Rayburn Meadows side, which will be considered for 2022.

Pilons located at bridges on 8<sup>th</sup> and 9<sup>th</sup> Lines were placed in response to increased traffic flow, including large trucks, due to construction occurring on County Road.

It was also noted that there is a large bump at County Road 3 and 10<sup>th</sup> Line, which is signed. Director to follow up with County to confirm when it will be fixed.

**11.2. Bryan's Fuel**

**11.2.1. Fuel Contract Extension**

Motion passed to extend propane and fuel contracts for additional year.

**11.3. Bridge 14 (10 Sideroad)**

**11.3.1. Repairs**

Repairs have been completed and will be inspected by Township Engineer next week.

**11.4. Rayburn Meadows Park**

**11.4.1. Park Request for Proposal**

**11.4.2. Park Trees**

Replacement of trees in park, as requested by resident adjacent to the park, will occur this Fall, and next year.

**11.5. Orton Park**

**11.5.1. Playground Equipment**

Replacement parts for slide on order, approximate cost \$800., with 10 year warranty.

Council indicated that Township needs to further consider financial support for Orton Community Association (OCA), similar to last year's shared arrangement with the Town of Erin. Staff to follow up with OCA regarding updated financial statement and confirmation of their needs, and also regarding possibility of an agreement to provide repayment of financial contributions by the municipalities should OCA dispose of the Hall property.

**12. Treasury and Accounts**

The following were received and/or dealt with:

**12.1. Treasurer Report(s)**

Mayor Gardhouse welcomed Alan Selby, Township Treasurer. Mr. Selby with indicated that he has had a long standing relationship with the Township Mayor, through his previous County Treasurer role, and with the CAO and Deputy Clerk through the Dufferin Municipal Officers' Association (DMOA) over the years, and looks forward to working with the Township. He advised that he was at Southgate the past 10 months, and developed their Asset Management Plan, and will be working more directly on the Township's Asset Management Plan requirements, also he is working on budget summary for 2021, for an upcoming council meeting, and will be starting on the 2022 budget process shortly. He discussed the benefits of an earlier budget process, especially from capital project approvals and tendering aspect, and that Council might consider that surpluses and deficits be put into and taken from reserves, as opposed to being budgeted, though it was noted that while that approach might be fine in principle, it has been a challenge building reserves in the past, especially in the past few years.

Deputy Treasurer joined the meeting.

**12.2. Orangeville Fire Call for Motor Vehicle Accident**

**12.2.1. Invoice 21422 – Request to Waive Cost**

Matter to be further considered if additional information received. However, in prior situations, the cost was not waived, but ability to pay over time was offered, as is the case in this situation.

**12.3. Ministry of Municipal Affairs and Housing**

**12.3.1. Municipal Modernization Program Funding Acceptance Letter – August 13, 2021**

**12.4. Investing in Canada Program (ICIP)**

**12.4.1. Amendments to the Integrated Bilateral Agreement (IBA)**

**12.5. Funding Programs**

**12.5.1. [Community Building Fund – Capital Stream](#)**

**12.5.2. Rural Economic Development (RED) Program Funding**

**12.5.3. Municipal Modernization Program Intake 3 Letter and Program Guidelines**

Intake 3 of MMAH funding discussed. Staff indicated that the Township has only just received confirmation of funding approval for Intake 2, and are still waiting on the funding agreement so that the Digitizing Township Records Project can proceed, which will require a lot of staff time, and monitoring and reports; also, there are no pending initiatives that would meet the Intake 3 criteria. However, it was suggested that the Intake 3 funding could possibly be utilized to improve/streamline the planning process, and develop better range of public information documents.

Staff to review Intake 3 guidelines and criteria and report back to the next council meeting accordingly. Mayor Gardhouse to forward copies of examples from other municipalities/agencies regarding planning information provided to the public.

### 13. County Council Business

The following were received and/or dealt with:

13.1. **County Council Meeting(s)**

13.1.1. [September 9, 2021 Council Meeting Agenda](#)

13.1.2. [September 9, 2021 Council Meeting Agenda Addendum](#)

13.2. **Economic Development**

13.2.1. [Agricultural Roundtable - Getting to Know the Dufferin Rural Water Quality Program September 15, 2021 \(Register via Eventbrite\)](#)

13.3. **Dufferin Transit Feasibility Study**

13.3.1. [IBI Group Stakeholder Meeting #1 Minutes – August 18, 2021](#)

13.3.2. [IBI Group Meeting Presentation](#)

13.4. **Service Delivery Review**

13.4.1. Discussion/Follow Up

Mayor Gardhouse indicated that the County has now hired a new Director whose duties include County Planning, who will start in October, 2021, and then recruitment for other positions, including the shared Planner position with the Township, will proceed.

### 14. Committees

The following were received and/or dealt with:

Councillor Banfield joined the meeting.

14.1. **Grand Valley and District Community Centre Board**

14.1.1. September 9, 2021 Meeting Agenda

14.1.2. Agreement Correspondence

14.1.2.1. Agreement dated December 13, 2017

14.1.2.2. Draft Inter-Municipal Agreement

Discussion ensued regarding draft Agreement, and questions arose regarding Board's share of the new position's salary, which should be less than previously paid to the Arena Manager, since the arena work will only constitute a portion of the full time position; monitoring and reporting of the time sheets; Arena Manager position to remain on the Grand Valley Salary Grid for comparison purposes, and need for a termination clause, similar to what is in the Grand Valley Fire Board agreement. Staff to provide comments to Grand Valley.

14.2. **Grand Valley and District Fire Board**

14.2.1. September 13, 2021 Meeting Agenda

14.3. **Grand Valley and District Public Library**

14.3.1. June 9, 2021 Meeting Minutes

14.4. **Grand River Conservation Authority**

14.4.1. Summary of General Membership Meeting – August 27, 2021

### 15. General Business and Correspondence

The following were received and/or dealt with:

15.1. **Association of Municipalities of Ontario (AMO)**

15.1.1. [Annual Report](#)

15.1.2. [Policy Update – MTO Regulatory Amendments, Changes to \*Municipal Act\*, 2021 and \*Rowan's Law\* Timing](#)

15.1.3. [Watchfile – August 19, 2021](#)

15.1.4. [Watchfile – September 9, 2021](#)

15.2. **Inclusion of Prostate Blood Testing in Medical Care**

15.2.1. Town of Cochrane

15.2.2. Township of Larder Lake

15.2.3. Township of Huron-Kinloss

Resolution of support for next meeting.

15.3. **Bill 177 Stronger, Fairer Ontario Act**

15.3.1. City of Toronto

15.3.2. County of Northumberland

15.4. **Town of Mono**

15.4.1. New Release – Resignation of Mayor Laura Ryan

15.5. **City of Toronto**

15.5.1. Early Learning and Child Care System Toronto Needs

15.6. **Municipality of Leamington**

15.6.1. Joint and Several Liability

15.7. **Town of Plympton-Wyoming**

15.7.1. Rising Costs of Building Materials

15.8. **Ministry of Environment, Conservation and Parks (MECP)**

15.8.1. Guidance on Submitting Requests for Minister ‘exceptions’ Under the Conservation Authorities Act

**16. Added Items**

16.1. **Robinson Aggregate Pit Licence 3635 (A Line)**

16.1.1. Ministry of Northern Development, Mines, Natural Resources and Forestry Email Correspondence dated September 11, 20219

Matter has been referred to the Township Aggregate Planning Consultant for input.

**17. New Business**

17.1. **Olympus Animal Control**

17.1.1. Pound Service Rate Increase as of August 1, 2021

Council requested that the administration charge be deferred until January, 2022, as there was no prior notice provided, and the charge was not budgeted in 2021.

17.2. **Society for the Prevention of Cruelty to Animals (SPCA)**

17.2.1. Orangeville and District Animal Centre Pound Keeping Services Letter

Staff to request proposal.

17.3. **Hillsburgh Snow Roamers Snowmobile Club**

17.3.1. Request for Permission to Run a Section of Trial on Township Property Location Concession 16 West Part Lot 13

Motion passed to approve, and to request confirmation of insurance.

**18. Closed Meeting – 4:30 p.m. to 5:30 p.m. – Motion passed to go into Closed Pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s):**

18.1. **Labour relations or employee negotiations.**

18.2. **Personal matters about an identifiable individual, including municipal or local board employees.**

18.3. **Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.**

18.4. **Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.**

18.5. **A proposed or pending acquisition or disposition of land by the municipality or local board.**

18.6. **Closed Meeting Minutes**

Township Solicitor, Jeff Wilker, in attendance for Items 18.3 and 18.4.

Motion passed to adjourn Closed Meeting at 5:30 p.m. Staff instructed in accordance with Closed Meeting discussions.

Motion passed to receive the Township Solicitor's report dated September 13, 2021 with respect to 204058 County Road 109; And further direct the Township Solicitor and staff to proceed accordingly with the removal of the Court Order dated January 8, 2002, provided the Applicant (Owner) reimburses the Township for its expenses, including the reimbursement of Township legal fees, incurred in processing and responding to the Applicant (Owner's) request.

#### **19. By-Laws**

##### **Notice of intention to pass the following By-Law(s)**

##### **19.1. Being a By-Law to Provide for the Appointment of a CAO/Clerk for the Corporation of the Township of East Garafraxa**

Motion and By-Law 53-2021 passed.

##### **19.2. A By-law to Amend By-Law 45-2021 Being a By-Law to Grant Final Approval of a Plan of Subdivision on lands described as Part of Lot 1, Concession 'B', Township of East Garafraxa (Forest Hill Estates Plan of Subdivision)**

Motion and By-Law 54-2021 passed.

#### **20. Confirming By-Law**

Motion and By-Law 55-2021 passed.

#### **21. Adjournment**

To Meet again for the Special Electronic Council Meeting Tuesday, September 28, 2021, at 2:00 p.m., or at the call of the Mayor.

Motion passed to adjourn.

The following resolutions were passed:

##### **MOVED BY PINKNEY, SECONDED BY NEVILLS**

**BE IT RESOLVED THAT** The agenda be amended as follows:

Added Item:

1. **Robinson Aggregate Pit Licence 3635 (A Line)**
  - 1.1. Ministry of Northern Development, Mines, Natural Resources and Forestry Email Correspondence dated September 11, 2021. **CARRIED**

##### **MOVED BY NEVILLS, SECONDED BY PINKNEY**

**BE IT RESOLVED THAT** The agenda be approved as amended. **CARRIED**

##### **MOVED BY PINKNEY, SECONDED BY NEVILLS**

**BE IT RESOLVED THAT** the minutes of the Special Electronic Council Meeting held August 10, 2021 be adopted as circulated. **CARRIED**

##### **MOVED BY NEVILLS, SECONDED BY PINKNEY**

**BE IT RESOLVED THAT WHEREAS** the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

**AND WHEREAS** the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

**AND WHEREAS** all Canadians and all orders of government have a role to play in reconciliation;

**AND WHEREAS** Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;



**AND WHEREAS** the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;

**THEREFORE, BE IT RESOLVED THAT** the Council of the Township of East Garafraxa does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities. **CARRIED**

**MOVED BY PINKNEY, SECONDED BY NEVILLS**

**BE IT RESOLVED THAT** Council do hereby extend the propane fuel contract with Bryan's Fuel for an additional year at the contract price of \$0.639 per litre, plus applicable taxes, pursuant to Propane Fixed Price Offer and Agreement – 2021/22 Season dated September 2, 2021;

And further that the additional fuel contracts with Bryan's Fuel be extended for an additional year. **CARRIED**

**MOVED BY BANFIELD, SECONDED BY STIRK**

**BE IT RESOLVED THAT** Council do hereby grant the Hillsburgh Snow Roamers Snowmobile Club permission to run a section of trail on the Township property located at Concession 16, West Part Lot 13, for the up coming season for a period of 1 year;

And further that staff be directed to execute and return the Land Use Permission form accordingly. **CARRIED**

**MOVED BY BANFIELD, SECONDED BY STIRK**

**BE IT RESOLVED THAT** Council move to a Closed Meeting pursuant to Section 239 of the Municipal Act, 2001, as amended for the following reason(s): Personal matters about an identifiable individual, including municipal or local board employees; A proposed or pending acquisition or disposition of land by the municipality or local board; Labour relations or employee negotiations; Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and Closed Meeting minutes. **CARRIED**

**MOVED BY BANFIELD, SECONDED BY STIRK**

**BE IT RESOLVED THAT** Council do now rise and report from Closed Meeting, and resume regular business. **CARRIED**

**MOVED BY STIRK, SECONDED BY BANFIELD**

**BE IT RESOLVED THAT** Council do hereby receive the Township Solicitor's report dated September 13, 2021 with respect to 204058 County Road 109;

And further direct the Township Solicitor and staff to proceed accordingly with the removal of the Court Order dated January 8, 2002, provided the Applicant (Owner) reimburses the Township for its expenses, including the reimbursement of Township legal fees, incurred in processing and responding to the Applicant (Owner's) request. **CARRIED**

**MOVED BY PINKNEY, SECONDED BY NEVILLS**

**BE IT RESOLVED THAT** Further to the request submitted by Elizabeth Sinclair for the construction of a silt/catchment pond for an existing pond at 151100 12<sup>th</sup> Line, East Garafraxa, dated August 19, 2021;

Council is satisfied that, pursuant to Schedule "A" Section 1. (o) of the Township's Site Alteration By-Law 14-2015, as amended, the applicant has responded to requirements, including reasons for not needing to submit the studies indicated on Schedule "A", and hereby approve the application for the construction of a silt/catchment pond for the existing pond on the subject property;

And further the fee be reduced to \$500.00, and the deposit be \$2,500.00. **CARRIED**

**MOVED BY BANFIELD, SECONDED BY STIRK**

**BE IT RESOLVED THAT** Leave be given to introduce a by-law to provide for the appointment of a CAO/Clerk for the Corporation of the Township of East Garafraxa and that it be given the necessary readings and passed and numbered 53-2021. **CARRIED**

**MOVED BY PINKNEY, SECONDED BY STIRK**

**BE IT RESOLVED THAT** Leave be given to introduce a by-law to amend by-law 45-2021 being a by-law to grant final approval of a Plan of Subdivision on lands described as Part of Lot 1, Concession 'B', Township of East Garafraxa (Forest Hill Estates Plan of Subdivision) and that it be given the necessary readings and be passed and numbered 54-2021. **CARRIED**



**MOVED BY STIRK, SECONDED BY BANFIELD**

**BE IT RESOLVED THAT** Leave be given to introduce a by-law to confirm the Special Electronic Meeting of Council of the Township of East Garafraxa for September 14, 2021 and that it be given the necessary readings and be passed and numbered 55-2021. **CARRIED**

**MOVED BY STIRK, SECONDED BY BANFIELD**

**BE IT RESOLVED THAT** Council now adjourn to meet again for the Special Electronic Council Meeting Tuesday, September 28, 2021, at 2:00 p.m., or at the call of the Mayor. **CARRIED**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Head of Council

DRAFT

**From:** Ontario News <[newsroom@ontario.ca](mailto:newsroom@ontario.ca)>

**Sent:** September 14, 2021 1:19 PM

**Subject:** Ontario Releasing Guidance to Support Proof of Vaccination Policy



## NEWS RELEASE

# Ontario Releasing Guidance to Support Proof of Vaccination Policy

Province Continues to Expand Third Dose Eligibility for Those at Highest Risk of COVID-19

**September 14, 2021**

[Ministry of Health](#)

TORONTO — As the province continues to respond to the fourth wave of the pandemic driven by the highly transmissible Delta variant, the government is further protecting Ontarians through continued actions that encourage every eligible person to get vaccinated and help stop the spread of COVID-19.

Today the government released [the regulations](#) and [guidance](#) for businesses and organizations to support them in implementing [proof of vaccination requirements](#), which take effect on September 22, 2021. Requiring proof of vaccination will help increase vaccination rates, protect individuals in higher-risk indoor settings, and keep businesses open.

“High rates of vaccination against COVID-19 are critical to helping protect our communities and hospital capacity while keeping Ontario schools and businesses safely open,” said Christine Elliott, Deputy Premier and Minister of Health. “As we continue our last mile push to increase vaccination rates, requiring proof of immunization in select settings will encourage even more Ontarians to receive the vaccine and stop the spread of COVID-19. If you haven’t received your first or second dose of the COVID-19 vaccine, please sign up today.”

In advance of September 22, all Ontarians can print or download their vaccination receipt from the [provincial booking portal](#). The Ministry is working on additional supports and services to assist Ontario residents who need help obtaining proof of vaccination, including requesting a copy be sent by mail. Those who need support obtaining a copy of their vaccination receipt including those who do not have access to a computer or printer can call the Provincial Vaccine Contact Centre at 1-833-943-3900.

Ontario is developing an enhanced vaccine certificate with a unique QR code to make it safer, more secure and convenient to show that you have been vaccinated, when required to do so. The enhanced vaccine certificate and verification app will be available by October 22, 2021. Ontario's proof of vaccination guidance will be updated to reflect the new processes.

"Businesses need a smart, quick and safe solution to verify vaccination," said Kaleed Rasheed, Associate Minister of Digital Government. "The made-in-Ontario enhanced vaccine certificate for the public and the verification app for businesses are tools to confirm that an individual has been vaccinated while protecting Ontarians' health data."

The [proof of vaccination policy](#) has resulted in a marked increase in vaccination rates. Between September 1 and September 8, 2021, the seven-day average for first doses administered increased by more than 29 per cent, from over 11,400 doses to over 14,700 doses. During that time, more than 90,000 first doses and 102,000 second doses were administered in Ontario to individuals aged 18 to 59.

To further increase vaccine uptake, the province is continuing its [last mile strategy](#) to reach eligible individuals who have yet to receive a first or second dose. This includes:

- The provincial call centre booking or rebooking more than 135,000 appointments;
- The GO-VAXX bus administering more than 3,700 doses with 50 per cent being first doses, since launching on August 7, 2021;
- Setting up a Provincial Vaccine Confidence Line that individuals can call to speak with an experienced agent or health specialist about COVID-19 vaccine questions; and
- Supporting more than 550 vaccination clinics in or nearby elementary, secondary and post-secondary schools that are currently operational or planned for the near future.

"As we continue to see cases of COVID-19 in our communities, we must keep up the fight against the transmission of this virus and its variants to create a safer environment for ourselves, our families and our communities," said Solicitor General Sylvia Jones. "The best defense against COVID-19 is getting a vaccine and encouraging everyone who is eligible to get vaccinated too. Wearing a mask and practising physical distancing where possible are public health measures we all must continue to follow."

To further protect those who face the highest risk from COVID-19 and the Delta variant, the government, in consultation with the Chief Medical Officer of Health is following the evidence and recommendations from the National Advisory Committee on Immunization and will begin offering third doses of the COVID-19 vaccine to [additional groups](#), such as individuals with moderate or severe primary

immunodeficiency, individuals receiving active treatment for significantly immunosuppressive conditions and those with acquired immunodeficiency syndrome. Locations and timing for third doses will vary by public health unit and high-risk population based on local planning and considerations.

“Getting fully vaccinated is the most important step you can take to protect yourself and others,” said Dr. Kieran Moore, Chief Medical Officer of Health. “To provide the best protection to some of our more vulnerable populations, we are offering a third dose to additional groups of immunocompromised people who are more likely to have had a less than adequate immune response to the initial two dose COVID-19 vaccine series. I continue to strongly encourage anyone eligible who hasn’t already come forward to get their COVID-19 shot, to do so today to do their part to help keep themselves, their loved ones and our communities safe.”

## Quick Facts

- Those who have questions about COVID-19 vaccines and would like to speak to an experienced agent or health specialist are encouraged to call the Provincial Vaccine Confidence Line that can be accessed through the Provincial Vaccine Contact Centre: 1-833-943-3900 (TTY for people who are deaf, hearing-impaired or speech-impaired: 1-866-797-0007). The Provincial Vaccine Contact Centre is available in more than 300 languages, seven days a week from 8:00 a.m. to 8:00 p.m.
- Ontarians who received their first or second dose of the [COVID-19 vaccine out of province](#) should contact their local [public health unit](#) to have their information verified and recorded so they can receive an Ontario receipt that they can access or print from the [provincial booking portal](#).
- The province will continue to work with the federal government to ensure the integration and interoperability with a national vaccine passport for the purposes of international travel.
- On [July 16, 2021](#), the province [moved into Step Three](#) of the [Roadmap to Reopen](#). Face coverings in indoor public settings and physical distancing requirements remain in place throughout Step Three.
- COVID-19 vaccines are currently available at over 3,150 locations across the province, including more than 2,500 pharmacies and more than 1,000 currently operational mass immunization clinics, hospitals, primary care settings and pop up and mobile clinics.
- A key component of Ontario’s last mile strategy is getting vaccines to people, wherever they are located. If you need your first or second shot, keep an eye out for the [GO-VAXX mobile clinics](#).
- Anyone with symptoms or who is a known close contact of someone with COVID-19, and other groups that meet provincial testing eligibility criteria, should make an appointment at an assessment centre, participating pharmacy

or specimen collection centre. Please visit [Ontario.ca/covidtest](https://ontario.ca/covidtest) to find a testing location and for eligibility criteria to be tested.

## Additional Resources

- [Using your Vaccination Receipt: Frequently Asked Questions](#)
- [Expanded Eligibility for Third Doses of the COVID-19 Vaccine](#)
- [Ontario to Require Proof of Vaccination in Select Settings](#)
- [Ontario Deploying Last Mile Strategy to Further Increase Vaccination Rates](#)
- [Ontario Makes COVID-19 Vaccination Policies Mandatory for High-Risk Settings](#)
- [Ontario Working with Public Health Units to Run COVID-19 Vaccination Clinics in Schools](#)
- [COVID-19: Health, safety and operational guidance \(2021-22\)](#)
- For public inquiries, please contact the Provincial Vaccine Contact Centre at 1-833-943-3900 (TTY for people who are deaf, hearing-impaired or speech-impaired: 1-866-797-0007).
- For resources in multiple languages to help local communication efforts in responding to COVID-19, visit Ontario's [COVID-19 communication resources webpage](#).
- Visit Ontario's [website](#) to learn more about how the province continues to protect the people of Ontario from COVID-19.

## Media Contacts

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We have recently updated Ontario Newsroom Subscription. You may receive additional emails. If you would like to update your subscription preferences or unsubscribe, click the 'manage your subscriptions' or 'unsubscribe' links down below.

**September 17, 2021**

**MEMORANDUM TO:** Municipal Chief Administrative Officers and Clerks

**SUBJECT:** Ontario Proof of Vaccination Guidance for Businesses and Organizations

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As the province continues to respond to the fourth wave of the pandemic driven by the highly transmissible Delta variant, the government is further protecting Ontarians through continued actions that encourage every eligible person to get vaccinated and help stop the spread of COVID-19.

On September 14, 2021 the government released [the regulations](#) under the *Reopening Ontario (A Flexible Response to COVID-19) Act* (ROA) and [guidance for businesses and organizations](#) to support them in implementing proof of vaccination requirements, which take effect on September 22, 2021. Requiring proof of vaccination will help increase vaccination rates, protect individuals in higher-risk indoor settings, and keep businesses open.

This requirement focuses on higher-risk indoor (unless otherwise stated) public settings:

- Indoor areas of restaurants, bars, and other food and drink establishments without dance facilities
- Indoor and outdoor areas of food or drink establishments with dance facilities, including nightclubs and restaurants, clubs and other similar establishments
- Indoor areas of meeting and event spaces
- Indoor areas of facilities used for sports and recreational fitness activities, including waterparks, and personal physical fitness training with limited exemptions
  - Includes gyms, fitness/sporting/recreational facilities, pools, leagues, sporting events, waterparks, and indoor areas of facilities where spectators watch events
- Indoor areas of casinos, bingo halls, and other gaming establishments
- Indoor areas of concert venues, theatres, and cinemas
- Indoor areas of bathhouses, sex clubs and strip clubs
- Indoor areas of horse racing tracks, car racing tracks and other similar venues
- Indoor areas where commercial film and TV productions take place with studio audiences

In addition to the guidance, there is a [questions and answers document](#) to help clarify the requirements for businesses and organizations.

Businesses can contact Stop the Spread information line at 1-888-444-3659 if they have any questions about the guidance.

### **Compliance and Enforcement**

Businesses and organizations are responsible for ensuring they meet the requirements regarding proof of vaccination outlined in the ROA, [O. Reg. 364/20](#) (Step 3).

Patrons are required to ensure that any information provided to the business or organization to demonstrate proof of vaccination or proof of identification is complete and accurate.

Failure of a business or organization or a patron to comply with the requirements in [O. Reg. 364/20](#) is an offence under the [Reopening Ontario \(A Flexible Response to COVID-19\) Act, 2020](#).

As a reminder, for offences under the ROA, police and other provincial offences officers, including First Nation Constables, special constables, and municipal by-law officers, have discretion to either issue tickets to individuals for set fine amounts or issue a summons under Part I of the Provincial Offences Act (POA) or to proceed under Part III of the POA by laying an information.

The 1-800 Enforcement Support Line (1-866-389-7638) and dedicated enforcement email address (EssentialWorkplacesSupport.SolGen@ontario.ca) are intended to provide guidance to policing personnel and other enforcement personnel in relation to the enforcement of provincial orders.

I strongly encourage our municipal partners to work closely with provincial enforcement officers and public health officers to coordinate compliance activities in your communities. To identify opportunities for and to plan coordinated compliance activities in your community, please email Stephen Wilson at: [Stephen.J.Wilson@ontario.ca](mailto:Stephen.J.Wilson@ontario.ca).

Thank you for your support and for joining our shared commitment to work together to protect the health and well-being of Ontarians.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Manson-Smith".

Kate Manson-Smith  
Deputy Minister

## INSTRUCTIONS FROM THE MEDICAL OFFICER OF HEALTH

**Subject:** Medical Officer of Health Instructions regarding proof of vaccination requirements for persons entering facilities used for sport and recreational fitness activities.

**Date:** September 23, 2021

**To:** **All Owners, Operators and Persons Responsible for facilities used for sports and recreational fitness activities that include an indoor area located in the Wellington-Dufferin-Guelph Health Unit.**

**From:** Dr. Nicola Mercer, Medical Officer of Health and CEO

**Effective Date of Implementation:** September 23, 2021

We are now experiencing a fourth wave of the COVID-19 pandemic<sup>1</sup> and seeing a rise in cases locally and across the province. In a report published by Public Health Ontario (covering the period from December 20, 2020 to August 7, 2021), the rate of COVID-19 cases in unvaccinated individuals was consistently higher compared to fully vaccinated individuals.<sup>2</sup> COVID-19 will continue to pose a threat in our community as long as a significant number of people remain unvaccinated.

We need to remain vigilant to prevent the transmission of COVID-19 as much as possible. The new provincial proof-of-vaccination requirements, effective this week, apply to a number of high-risk settings including the indoor areas of facilities used for sports and recreational fitness activities. [Ontario Regulation 364/20](#) now mandates that you require proof of identification and proof of being fully immunized (or proof of being entitled to an exemption) for:

1. Each patron, 18 years of age and older, who enters solely for the purpose of actively participating in an organized sport; and
2. Each patron, 12 years of age and older, who enters for any other reason (e.g., as a spectator).

Additional information about the provincial proof-of-vaccination requirements can be found in the Ministry of Health's [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#).



Certain individuals, such as volunteers, coaches, instructors, and sport officials, are currently excluded from provincial proof-of-vaccination requirements. Because these individuals are necessary for the operation of organized sports, they will have close and prolonged contact with vulnerable youth who are unvaccinated. As a result, and by way of this Letter of Instruction, I am requiring proof of vaccination for individuals who support indoor organized sports (including recreational fitness activities), in addition to the individuals prescribed by provincial regulation. Requiring these individuals to be fully vaccinated provides enhanced protection for our community and further curbs the local risk associated with indoor organized sports.

**AS MEDICAL OFFICER OF HEALTH FOR THE WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT, I AM ISSUING THE FOLLOWING INSTRUCTIONS PURSUANT TO SCHEDULE 1, SECTION 2 (2.1) OF ONTARIO REGULATION 364/20: RULES FOR AREAS IN STEP 3 AND AT THE ROADMAP EXIT STEP - OF THE *REOPENING ONTARIO (A FLEXIBLE RESPONSE TO COVID-19) ACT, 2020, S.O. 2020, c. 17***

All Owners, Operators and Persons Responsible for facilities used for sports and recreational fitness activities that include an indoor area located in the Wellington-Dufferin-Guelph Health Unit, are instructed to:

1. Require proof of identification and proof of being fully vaccinated (or proof of being entitled to a medical exemption) for all individuals, 12 years of age and older, who support an indoor organized sport or recreational fitness activity, prior to or upon arrival at the facility. For greater certainty, this includes all volunteers, coaches, instructors, coordinators, trainers, officials, and organizers.
2. Develop a proof of vaccination plan that describes the measures and procedures which have been implemented or will be implemented in the facility, to ensure compliance with the proof of vaccination requirements listed above or as otherwise required by O. Reg. 364/20.

It is expected that Owners, Operators, and Persons Responsible for facilities will already have systems in place to confirm proof of vaccination for patrons, including athletes/participants and spectators, in accordance with O. Reg. 364/20.

Further, it is expected that all Owners, Operators, and Persons Responsible for facilities will continue to comply with all other public health measures including, but not limited to screening, physical distancing and use of personal protective equipment, as outlined in O. Reg. 364/20.

For the purpose of these instructions, the following definitions apply:

**Person Responsible** means the holder of a permit/rental agreement to use the facility or designated individual which may include, but is not limited to, a coach, instructor, coordinator, trainer, organizer, or other person responsible for the compliance with public health measures related to COVID-19.

**Facilities used for sport and recreational fitness activities** include gyms, fitness/sporting/recreational facilities, dance studios, yoga studios, gymnastic centres, dojos/martial art studios, tennis clubs, pools, waterparks, and other premises where sporting events are played or spectated or where recreational fitness activities or personal fitness training occurs.

**Organized sport** means sports and recreational fitness activities including, but not limited to, sports leagues, organized pick-up sports, fitness classes, dance classes, yoga classes, gymnastics, martial arts and swimming classes, or as otherwise described in the Ministry of Health's [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#).

**Identification** means a form of identification with the name of the identification holder and the holder's date of birth; it does not necessarily mean photo identification. Additional details can be found in the [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#).

**Medical exemption** means an exemption confirmed by an individual who provides a written document, completed, and supplied by a physician or registered nurse in the extended class, that sets out, in accordance with the Ministry of Health's [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#):

- (i) a documented medical reason for not being fully vaccinated against COVID-19, and
- (ii) the effective time-period for the medical reason.

**Proof of being fully vaccinated** means proof that an individual has received all required doses of a COVID-19 vaccine at least 14 days previously, in accordance with the Ministry of Health's [Proof of Vaccination Guidance for Businesses and Organizations under the Reopening Ontario Act](#).

**FAILURE** to comply with the said Regulation under the *Reopening Ontario (A Flexible Response to Covid-19) Act, 2020* is an offence for which either the patron or the business or organization may be liable, on conviction, to a fine of \$750 for individuals and \$1,000.00 for corporations, for every day or part of each day on which the offence occurs or continues. Maximum penalties based on prosecution under Part I or Part III of the [Provincial Offences Act, R.S.O. 1990, c.P.33](#) (POA), includes fines of up to

\$100,000 and up to one year in jail for an individual; up to \$500,000 and up to one year in jail for an individual who is a director or officer of a corporation; and up to \$10 million for a corporation.

**Dr. Nicola Mercer**  
**Medical Officer of Health**  
**Wellington-Dufferin-Guelph Public Health**  
**160 Chancellors Way**  
**Guelph, ON N1G 0E1**

Questions about these instructions can be directed to the Wellington-Dufferin-Guelph Public Health COVID-19 Call Centre at 519-822-2715 ext. 4020.

<sup>1</sup> Science Table: COVID-19 Advisory for Ontario. Update on COVID-19 Projections: Science Advisory and Modelling Consensus Tables. September 1, 2021. Retrieved from: [https://covid19-sciencetable.ca/wp-content/uploads/2021/09/Update-on-COVID-19-Projections\\_2021.09.01\\_English-1.pdf](https://covid19-sciencetable.ca/wp-content/uploads/2021/09/Update-on-COVID-19-Projections_2021.09.01_English-1.pdf)

<sup>2</sup> Ontario Agency for Health Protection and Promotion (Public Health Ontario). Confirmed cases of COVID-19 following vaccination in Ontario: December 14, 2020 to August 7, 2021. Toronto, ON: Queen's Printer for Ontario; 2021. Retrieved from: <https://www.publichealthontario.ca/-/media/documents/ncov/epi/covid-19-epi-confirmed-cases-post-vaccination.pdf?la=en>

**Appendix: Application of O. Reg. 364/20 and this  
Letter of Instruction to individuals in various contexts**

Category		Age 11 years old or younger	Age 12 to 17 years old	Age 18 years old or older
Patrons	Athletes/participants who are present solely for the purpose of actively participating in an organized sport	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.
	All other athletes/participants	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.	Required to provide proof of vaccination by O. Reg. 364/20.
	Spectators	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.	Required to provide proof of vaccination by O. Reg. 364/20.
	Parents/guardians who are accompanying athletes/participants or spectators	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by O. Reg. 364/20.	Required to provide proof of vaccination by O. Reg. 364/20.
	Patrons attending solely for a reason listed in O. Reg. 364/20, Schedule 1, section 2.1 (3) (e.g., to use a washroom)	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.
Individuals Supporting Organized Sport and Recreational Fitness Activities	Coaches, instructors, or trainers	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by this Letter of Instruction.	Required to provide proof of vaccination by this Letter of Instruction.
	Sport officials (e.g., referees) and organizers	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by this Letter of Instruction.	Required to provide proof of vaccination by this Letter of Instruction.
	Any other individuals (e.g., volunteers) who are not patrons but who participate in the sport or fitness activity	Exempt from proof-of-vaccination requirements.	Required to provide proof of vaccination by this Letter of Instruction.	Required to provide proof of vaccination by this Letter of Instruction.
Other Staff and Contractors	Any other staff employed by the facility who do not participate in a sport or fitness activity	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.
	Delivery workers, repair workers, or other external contractors performing work who are not employed by the facility and who do not participate in a sport or fitness activity	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.	Exempt from proof-of-vaccination requirements.



## **STAFF REPORT**

**TO:** Council  
**FROM:** Roseann Knechtel, Deputy Clerk  
**MEETING DATE:** September 1, 2021  
**SUBJECT:** Calls to Action: Truth and Reconciliation Report

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### **PURPOSE:**

The purpose of this report is to advise Council of the Calls to Action that pertain to municipal government and actions that can be taken to accomplish those calls.

### **BACKGROUND:**

The Truth and Reconciliation Commission released 94 Calls to Action in June 2015, urging all levels of government to work together to change policies and programs in a concerted effort to repair the harm caused by residential schools and move forward with reconciliation. To date, the majority of actions have not been accomplished. As remains continue to be discovered at former residential school sites, there is a renewed need for the Calls to Action to be addressed. There are 13 actions that call upon municipal government for completion.

A copy of the TRC's Calls to Action can be found as Schedule A.

### **ANALYSIS:**

**Action #3: We call upon all levels of government to fully implement Jordan's Principle.**

**WHAT IS IT?** Jordan's Principle is named in honour of Jordan River Anderson, a First Nations boy from Norway House Cree Nation in northern Manitoba, who spent his entire life in hospital caught in a jurisdictional dispute between the governments of Canada and Manitoba, which both refused to pay for the in-home medical care necessary for Jordan to live in his home and community.

Jordan's Principle is a legal requirement resulting from the Orders of the Canadian Human Rights Tribunal (CHRT). Jordan's Principle states that any public service ordinarily available to all other children must be made available to First Nations children without delay or denial. Any government-provided service available to all other children, is included in Jordan's Principle coverage. Examples of the services covered by Jordan's Principle include, but are not limited to:

- Health: Mobility aids, Wheelchair ramps, Services from Elders, Assessments and screenings, Medical supplies and equipment, Mental health services

- Social: Social worker, Land-based activities, Respite care (individual or group), Specialized programs based on cultural beliefs and practices, Personal support worker
- Education: School supplies, Tutoring services, Teaching assistants, Psycho-educational assessments, Assistive technology and electronics

**RECOMMENDED ACTION:** THAT Council address the Truth and Reconciliation Commission's Call to Action #3 as cases arise that relate to a service offered by the municipality.

**Action #17: We call upon all levels of government to enable residential school Survivors and their families to reclaim names changed by the residential school system by waiving administrative costs for a period of five years for the name-change process and the revision of official identity documents, such as birth certificates, passports, driver's licenses, health cards, status cards, and social insurance numbers.**

**Recommended Action:** THAT Council permanently waives all administrative fees related to name changes and revision of official documents for residential school survivors, including but not limited to for commissioning, photocopies, facsimile etc.

**Action #23: We call upon all levels of government to:**

- Increase the number of Aboriginal professionals working in the health-care field.**
- Ensure the retention of Aboriginal health-care providers in Aboriginal communities.**
- Provide cultural competency training for all healthcare professionals.**

**Recommended Action:** THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #23 to increase the number of Aboriginal professionals working in the healthcare field, ensure retention of Aboriginal healthcare providers in Aboriginal communities, and provide cultural competency training for all healthcare professionals;

AND THAT this motion be forwarded to the Premier of Ontario, Ministry of Health and Long-Term Care, Central West Local Health Integration Network, Dufferin Caledon MPP Sylvia Jones, Dufferin County, and all Ontario municipalities.

**Action #40: We call on all levels of government, in collaboration with Aboriginal people, to create adequately funded and accessible Aboriginal-specific victim programs and services with appropriate evaluation mechanisms.**

**Recommended Action:** THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #40 to create adequately funded and accessible Aboriginal-specific victim programs and services with appropriate evaluation mechanisms;

AND THAT this motion be forwarded to the Premier of Ontario, Ministry of the Attorney General, Dufferin Caledon MPP Sylvia Jones, Dufferin County, and all Ontario municipalities.

**Action #43: We call upon federal, provincial, territorial, and municipal governments to fully adopt and implement the *United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)* as the framework for reconciliation.**

**WHAT IS IT?** UNDRIP is a legally non-binding resolution passed by the United Nations in 2007. It defines individual and collective rights, protection of intellectual and cultural property, prohibits discrimination and promotes participation in matters that concern the right to remain distinct. The goal of the declaration is to encourage governments to work alongside indigenous peoples to solve issues such as development, multicultural democracy and decentralization.

In 2020 the Federal Government passed Bill C-15, The United Nations Declaration on the Rights of Indigenous Peoples Act to establish a legal framework and timeline to bring Canadian law into alignment with UNDRIP. Bill C-15 only imposes obligations on the federal government, and at present British Columbia is the only province to pass legislation to implement UNDRIP provincially. The Province of Ontario introduced UNDRIP Bill 76 in 2019. It has since been stalled at the Standing Committee of General Government following the Second Reading, with the Premier taking no action since March 2019.

**Recommended Action:** THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #43 and move forward with passing Bill 76, the United Nations Declaration on the Rights of Indigenous People Act;

AND THAT this motion be forwarded to the Premier of Ontario, Ministry of Indigenous Affairs, Dufferin Caledon MPP Sylvia Jones, Dufferin County, and all Ontario municipalities.

**Action #47: We call upon federal, provincial, territorial, and municipal governments to repudiate concepts used to justify European sovereignty over Indigenous peoples and lands, such as the Doctrine of Discovery and *terra nullius*, and to reform those laws, government policies, and litigation strategies that continue to rely on such concepts.**

**WHAT IS IT?** The Doctrine of Discovery provided a framework for Christian explorers, in the name of their sovereign, to lay claim to vacant lands (*terra nullius*) uninhabited by Christians. If the lands were vacant, they could then be defined as "discovered" and sovereignty claimed.



**Recommended Action:** THAT the Council direct staff to initiate discussions with the Metis Nation of Ontario to develop a protocol for consultation on proposed or pending, acquisitions or dispositions of land.

**Action #55: We call upon all levels of government to provide annual reports or any current data requested by the National Council for Reconciliation so that it can report on the progress towards reconciliation. The reports or data would include, but not be limited to:**

- i. The number of Aboriginal children—including Métis and Inuit children—in care, compared with non-Aboriginal children, the reasons for apprehension, and the total spending on preventive and care services by child-welfare agencies.
- ii. Comparative funding for the education of First Nations children on and off reserves.
- iii. The educational and income attainments of Aboriginal peoples in Canada compared with non-Aboriginal people.
- iv. Progress on closing the gaps between Aboriginal and non-Aboriginal communities in a number of health indicators such as: infant mortality, maternal health, suicide, mental health, addictions, life expectancy, birth rates, infant and child health issues, chronic diseases, illness and injury incidence, and the availability of appropriate health services.
- v. Progress on eliminating the overrepresentation of Aboriginal children in youth custody over the next decade.
- vi. Progress on reducing the rate of criminal victimization of Aboriginal people, including
- vii. data related to homicide and family violence victimization and other crimes.
- viii. Progress on reducing the overrepresentation of Aboriginal people in the justice and correctional systems.

**Recommended Action:** THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #55 to provide annual reports or any current data requested by the National Council for Reconciliation including but not limited to data on child-welfare, comparative funding for education, educational and income attainments, health indicators, children in youth custody, criminal victimization, homicide and family violence, and overrepresentation in the justice and correctional systems;

AND THAT this motion be forwarded to the Premier of Ontario, Ministry of Children, Community and Social Services, Ministry of the Solicitor General, Ministry of Health and Long-Term Care, Ministry of Education, Dufferin Caledon MPP Sylvia Jones, Dufferin County, and all Ontario municipalities.



**Action #57: We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.**

**Recommended Action:** THAT Council provide skill-based training and/or information sessions including but not limited to intercultural competency, conflict resolution, human rights and anti-racism in the month of June each year for all elected officials and staff at the Township of Mulmur in recognition of National Indigenous History Month.

**Action #64: We call upon all levels of government that provide public funds to denominational schools to require such schools to provide an education on comparative religious studies, which must include a segment on Aboriginal spiritual beliefs and practices developed in collaboration with Aboriginal Elders.**

**Recommended Action:** THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #64 to provide an education on comparative religious studies, which includes a segment on Aboriginal spiritual beliefs and practices developed in collaboration with Aboriginal Elders;

AND THAT this motion be forwarded to the Premier of Ontario, Ministry of Education, Dufferin Caledon MPP Sylvia Jones, Dufferin County, and all Ontario municipalities.

**Action #75: We call upon the federal government to work with provincial, territorial, and municipal governments, churches, Aboriginal communities, former residential school students, and current landowners to develop and implement strategies and procedures for the ongoing identification, documentation, maintenance, commemoration, and protection of residential school cemeteries or other sites at which residential school children were buried. This is to include the provision of appropriate memorial ceremonies and commemorative markers to honour the deceased children.**

**Recommended Action:** No action to be taken by Mulmur Township.

**Action #77: We call upon provincial, territorial, municipal, and community archives to work collaboratively with the National Centre for Truth and Reconciliation to identify and collect copies of all records relevant to the history and legacy of the residential school system, and to provide these to the National Centre for Truth and Reconciliation.**

**Recommended Action:** THAT Council of the Township of Mulmur calls upon the County of Dufferin and the Museum of Dufferin to initiate discussions with the National Centre for

Truth and Reconciliation to identify and provide copies of all relevant and requested archival records relating to the Truth and Reconciliation Commission's Call to Action #77.

**Action #87: We call upon all levels of government, in collaboration with Aboriginal peoples, sports halls of fame, and other relevant organizations, to provide public education that tells the national story of Aboriginal athletes in history.**

**Recommended Action:** THAT Council direct staff, in consultation with the Museum of Dufferin, Indigenous Sport & Wellness Ontario, and/or other applicable agencies, to aim to feature a story, athlete and/or sport in the monthly June newsletter each year.

**Action #88: We call upon all levels of government to take action to ensure long-term Aboriginal athlete development and growth, and continued support for the North American Indigenous Games, including funding to host the games and for provincial and territorial team preparation and travel.**

**Recommended Action:** THAT Council direct staff to amend the Community Grant Policy to include a section to support Aboriginal athletic development/growth and support for the North American Indigenous Games.

#### **STRATEGIC PLAN ALIGNMENT:**

2. Growing a Connected Mulmur: Communication with and social connectivity within the Mulmur community.
3. Growing a Supportive Mulmur: Providing local services to support the needs of Mulmur residents and businesses.

#### **FINANCIAL IMPACTS:**

The loss of potential administrative revenue related to name changes and revision of official documents for residential school survivors; and minor costs associated with annual training for staff and elected officials.

#### **RECOMMENDATION:**

WHEREAS the Truth and Reconciliation Commission released 94 Calls to Action to redress the legacy of residential school and advance the process of reconciliation;

AND WHEREAS the Council of the Township of Mulmur has reviewed the Calls to Action directed at municipal government;

NOW THEREFORE Council approve the following recommended actions:

THAT Council address the Truth and Reconciliation Commission's Call to Action #3 as cases arise that relate to a service offered by the municipality;

AND THAT Council permanently waives all administrative fees related to name changes and revision of official documents for residential school survivors, including but not limited to commissioning, photocopies, facsimile etc;

AND THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #23 to increase the number of Aboriginal professionals working in the healthcare field, ensure retention of Aboriginal healthcare providers in Aboriginal communities, and provide cultural competency training for all healthcare professionals;

AND THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #40 to create adequately funded and accessible Aboriginal-specific victim programs and services with appropriate evaluation mechanisms;

AND THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #43 and move forward with passing Bill 76, the United Nations Declaration on the Rights of Indigenous People Act;

AND THAT the Council direct staff to initiate discussions with the Metis Nation of Ontario to develop a protocol for consultation on proposed or pending, acquisitions or dispositions of land;

AND THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #55 to provide annual reports or any current data requested by the National Council for Reconciliation including but not limited to data on child-welfare, comparative funding for education, educational and income attainments, health indicators, children in youth custody, criminal victimization, homicide and family violence, and overrepresentation in the justice and correctional systems;

AND THAT Council provide skill-based training and/or information sessions including but not limited to intercultural competency, conflict resolution, human rights and anti-racism in the month of June each year for all elected officials and staff at the Township of Mulmur in recognition of National Indigenous History Month;

AND THAT Council of the Township of Mulmur calls for the Ontario Government to take action on the Truth and Reconciliation Commission's Call to Action #64 to provide an education on comparative religious studies, which includes a segment on Aboriginal spiritual beliefs and practices developed in collaboration with Aboriginal Elders;

AND THAT Council of the Township of Mulmur calls upon the County of Dufferin and the Museum of Dufferin to initiate discussions with the National Centre for Truth and Reconciliation to identify and provide copies of all relevant and requested archival records relating to the Truth and Reconciliation Commission's Call to Action #77;

AND THAT Council direct staff, in consultation with the Museum of Dufferin, Indigenous Sport & Wellness Ontario, and/or other applicable agencies, to aim to feature a story, athlete and/or sport in the monthly June newsletter each year.

AND THAT Council direct staff to amend the Community Grant Policy to include a section to support Aboriginal athletic development/growth and support for the North American Indigenous Games.

AND FURTHER THAT this motion be forwarded to the Premier of Ontario, Ministry of the Attorney General, Ministry of Children, Community and Social Services, Ministry of Education, Ministry of Health and Long-Term Care, Ministry of Indigenous Affairs, Ministry of the Solicitor General, Dufferin Caledon MPP Sylvia Jones, Central West Local Health Integration Network, Dufferin Family and Child Services, Museum of Dufferin, County of Dufferin, and all Ontario municipalities.

Respectfully submitted,

*Roseann Knechtel*

Roseann Knechtel, Deputy Clerk

# SCHEDULE A



Truth and  
Reconciliation  
Commission of Canada

## **Truth and Reconciliation Commission of Canada: Calls to Action**



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**2015**

Truth and Reconciliation Commission of Canada, 2012

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# Calls to Action

In order to redress the legacy of residential schools and advance the process of Canadian reconciliation, the Truth and Reconciliation Commission makes the following calls to action.

## Legacy

### CHILD WELFARE

1. We call upon the federal, provincial, territorial, and Aboriginal governments to commit to reducing the number of Aboriginal children in care by:
  - i. Monitoring and assessing neglect investigations.
  - ii. Providing adequate resources to enable Aboriginal communities and child-welfare organizations to keep Aboriginal families together where it is safe to do so, and to keep children in culturally appropriate environments, regardless of where they reside.
  - iii. Ensuring that social workers and others who conduct child-welfare investigations are properly educated and trained about the history and impacts of residential schools.
  - iv. Ensuring that social workers and others who conduct child-welfare investigations are properly educated and trained about the potential for Aboriginal communities and families to provide more appropriate solutions to family healing.
  - v. Requiring that all child-welfare decision makers consider the impact of the residential school experience on children and their caregivers.
2. We call upon the federal government, in collaboration with the provinces and territories, to prepare and

publish annual reports on the number of Aboriginal children (First Nations, Inuit, and Métis) who are in care, compared with non-Aboriginal children, as well as the reasons for apprehension, the total spending on preventive and care services by child-welfare agencies, and the effectiveness of various interventions.

3. We call upon all levels of government to fully implement Jordan's Principle.
4. We call upon the federal government to enact Aboriginal child-welfare legislation that establishes national standards for Aboriginal child apprehension and custody cases and includes principles that:
  - i. Affirm the right of Aboriginal governments to establish and maintain their own child-welfare agencies.
  - ii. Require all child-welfare agencies and courts to take the residential school legacy into account in their decision making.
  - iii. Establish, as an important priority, a requirement that placements of Aboriginal children into temporary and permanent care be culturally appropriate.
5. We call upon the federal, provincial, territorial, and Aboriginal governments to develop culturally appropriate parenting programs for Aboriginal families.

### EDUCATION

6. We call upon the Government of Canada to repeal Section 43 of the *Criminal Code of Canada*.
7. We call upon the federal government to develop with Aboriginal groups a joint strategy to eliminate

educational and employment gaps between Aboriginal and non-Aboriginal Canadians.

8. We call upon the federal government to eliminate the discrepancy in federal education funding for First Nations children being educated on reserves and those First Nations children being educated off reserves.
9. We call upon the federal government to prepare and publish annual reports comparing funding for the education of First Nations children on and off reserves, as well as educational and income attainments of Aboriginal peoples in Canada compared with non-Aboriginal people.
10. We call on the federal government to draft new Aboriginal education legislation with the full participation and informed consent of Aboriginal peoples. The new legislation would include a commitment to sufficient funding and would incorporate the following principles:
  - i. Providing sufficient funding to close identified educational achievement gaps within one generation.
  - ii. Improving education attainment levels and success rates.
  - iii. Developing culturally appropriate curricula.
  - iv. Protecting the right to Aboriginal languages, including the teaching of Aboriginal languages as credit courses.
  - v. Enabling parental and community responsibility, control, and accountability, similar to what parents enjoy in public school systems.
  - vi. Enabling parents to fully participate in the education of their children.
  - vii. Respecting and honouring Treaty relationships.
11. We call upon the federal government to provide adequate funding to end the backlog of First Nations students seeking a post-secondary education.
12. We call upon the federal, provincial, territorial, and Aboriginal governments to develop culturally appropriate early childhood education programs for Aboriginal families.

#### **LANGUAGE AND CULTURE**

13. We call upon the federal government to acknowledge that Aboriginal rights include Aboriginal language rights.

14. We call upon the federal government to enact an Aboriginal Languages Act that incorporates the following principles:
  - i. Aboriginal languages are a fundamental and valued element of Canadian culture and society, and there is an urgency to preserve them.
  - ii. Aboriginal language rights are reinforced by the Treaties.
  - iii. The federal government has a responsibility to provide sufficient funds for Aboriginal-language revitalization and preservation.
  - iv. The preservation, revitalization, and strengthening of Aboriginal languages and cultures are best managed by Aboriginal people and communities.
  - v. Funding for Aboriginal language initiatives must reflect the diversity of Aboriginal languages.
15. We call upon the federal government to appoint, in consultation with Aboriginal groups, an Aboriginal Languages Commissioner. The commissioner should help promote Aboriginal languages and report on the adequacy of federal funding of Aboriginal-languages initiatives.
16. We call upon post-secondary institutions to create university and college degree and diploma programs in Aboriginal languages.
17. We call upon all levels of government to enable residential school Survivors and their families to reclaim names changed by the residential school system by waiving administrative costs for a period of five years for the name-change process and the revision of official identity documents, such as birth certificates, passports, driver's licenses, health cards, status cards, and social insurance numbers.

#### **HEALTH**

18. We call upon the federal, provincial, territorial, and Aboriginal governments to acknowledge that the current state of Aboriginal health in Canada is a direct result of previous Canadian government policies, including residential schools, and to recognize and implement the health-care rights of Aboriginal people as identified in international law, constitutional law, and under the Treaties.
19. We call upon the federal government, in consultation with Aboriginal peoples, to establish measurable goals to identify and close the gaps in health outcomes



between Aboriginal and non-Aboriginal communities, and to publish annual progress reports and assess long-term trends. Such efforts would focus on indicators such as: infant mortality, maternal health, suicide, mental health, addictions, life expectancy, birth rates, infant and child health issues, chronic diseases, illness and injury incidence, and the availability of appropriate health services.

20. In order to address the jurisdictional disputes concerning Aboriginal people who do not reside on reserves, we call upon the federal government to recognize, respect, and address the distinct health needs of the Métis, Inuit, and off-reserve Aboriginal peoples.
21. We call upon the federal government to provide sustainable funding for existing and new Aboriginal healing centres to address the physical, mental, emotional, and spiritual harms caused by residential schools, and to ensure that the funding of healing centres in Nunavut and the Northwest Territories is a priority.
22. We call upon those who can effect change within the Canadian health-care system to recognize the value of Aboriginal healing practices and use them in the treatment of Aboriginal patients in collaboration with Aboriginal healers and Elders where requested by Aboriginal patients.
23. We call upon all levels of government to:
  - i. Increase the number of Aboriginal professionals working in the health-care field.
  - ii. Ensure the retention of Aboriginal health-care providers in Aboriginal communities.
  - iii. Provide cultural competency training for all health-care professionals.
24. We call upon medical and nursing schools in Canada to require all students to take a course dealing with Aboriginal health issues, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, and Indigenous teachings and practices. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

## JUSTICE

25. We call upon the federal government to establish a written policy that reaffirms the independence of the

Royal Canadian Mounted Police to investigate crimes in which the government has its own interest as a potential or real party in civil litigation.

26. We call upon the federal, provincial, and territorial governments to review and amend their respective statutes of limitations to ensure that they conform to the principle that governments and other entities cannot rely on limitation defences to defend legal actions of historical abuse brought by Aboriginal people.
27. We call upon the Federation of Law Societies of Canada to ensure that lawyers receive appropriate cultural competency training, which includes the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.
28. We call upon law schools in Canada to require all law students to take a course in Aboriginal people and the law, which includes the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.
29. We call upon the parties and, in particular, the federal government, to work collaboratively with plaintiffs not included in the Indian Residential Schools Settlement Agreement to have disputed legal issues determined expeditiously on an agreed set of facts.
30. We call upon federal, provincial, and territorial governments to commit to eliminating the overrepresentation of Aboriginal people in custody over the next decade, and to issue detailed annual reports that monitor and evaluate progress in doing so.
31. We call upon the federal, provincial, and territorial governments to provide sufficient and stable funding to implement and evaluate community sanctions that will provide realistic alternatives to imprisonment for Aboriginal offenders and respond to the underlying causes of offending.
32. We call upon the federal government to amend the Criminal Code to allow trial judges, upon giving reasons, to depart from mandatory minimum sentences and restrictions on the use of conditional sentences.

33. We call upon the federal, provincial, and territorial governments to recognize as a high priority the need to address and prevent Fetal Alcohol Spectrum Disorder (FASD), and to develop, in collaboration with Aboriginal people, FASD preventive programs that can be delivered in a culturally appropriate manner.
34. We call upon the governments of Canada, the provinces, and territories to undertake reforms to the criminal justice system to better address the needs of offenders with Fetal Alcohol Spectrum Disorder (FASD), including:
  - i. Providing increased community resources and powers for courts to ensure that FASD is properly diagnosed, and that appropriate community supports are in place for those with FASD.
  - ii. Enacting statutory exemptions from mandatory minimum sentences of imprisonment for offenders affected by FASD.
  - iii. Providing community, correctional, and parole resources to maximize the ability of people with FASD to live in the community.
  - iv. Adopting appropriate evaluation mechanisms to measure the effectiveness of such programs and ensure community safety.
35. We call upon the federal government to eliminate barriers to the creation of additional Aboriginal healing lodges within the federal correctional system.
36. We call upon the federal, provincial, and territorial governments to work with Aboriginal communities to provide culturally relevant services to inmates on issues such as substance abuse, family and domestic violence, and overcoming the experience of having been sexually abused.
37. We call upon the federal government to provide more supports for Aboriginal programming in halfway houses and parole services.
38. We call upon the federal, provincial, territorial, and Aboriginal governments to commit to eliminating the overrepresentation of Aboriginal youth in custody over the next decade.
39. We call upon the federal government to develop a national plan to collect and publish data on the criminal victimization of Aboriginal people, including data related to homicide and family violence victimization.
40. We call on all levels of government, in collaboration with Aboriginal people, to create adequately funded and accessible Aboriginal-specific victim programs and services with appropriate evaluation mechanisms.
41. We call upon the federal government, in consultation with Aboriginal organizations, to appoint a public inquiry into the causes of, and remedies for, the disproportionate victimization of Aboriginal women and girls. The inquiry's mandate would include:
  - i. Investigation into missing and murdered Aboriginal women and girls.
  - ii. Links to the intergenerational legacy of residential schools.
42. We call upon the federal, provincial, and territorial governments to commit to the recognition and implementation of Aboriginal justice systems in a manner consistent with the Treaty and Aboriginal rights of Aboriginal peoples, the *Constitution Act, 1982*, and the *United Nations Declaration on the Rights of Indigenous Peoples*, endorsed by Canada in November 2012.

## Reconciliation

### CANADIAN GOVERNMENTS AND THE UNITED NATIONS DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLE

43. We call upon federal, provincial, territorial, and municipal governments to fully adopt and implement the *United Nations Declaration on the Rights of Indigenous Peoples* as the framework for reconciliation.
44. We call upon the Government of Canada to develop a national action plan, strategies, and other concrete measures to achieve the goals of the *United Nations Declaration on the Rights of Indigenous Peoples*.

### ROYAL PROCLAMATION AND COVENANT OF RECONCILIATION

45. We call upon the Government of Canada, on behalf of all Canadians, to jointly develop with Aboriginal peoples a Royal Proclamation of Reconciliation to be issued by the Crown. The proclamation would build on the Royal Proclamation of 1763 and the Treaty of Niagara of 1764, and reaffirm the nation-to-nation relationship between Aboriginal peoples and the Crown. The proclamation would include, but not be limited to, the following commitments:

- i. Repudiate concepts used to justify European sovereignty over Indigenous lands and peoples such as the Doctrine of Discovery and *terra nullius*.
  - ii. Adopt and implement the *United Nations Declaration on the Rights of Indigenous Peoples* as the framework for reconciliation.
  - iii. Renew or establish Treaty relationships based on principles of mutual recognition, mutual respect, and shared responsibility for maintaining those relationships into the future.
  - iv. Reconcile Aboriginal and Crown constitutional and legal orders to ensure that Aboriginal peoples are full partners in Confederation, including the recognition and integration of Indigenous laws and legal traditions in negotiation and implementation processes involving Treaties, land claims, and other constructive agreements.
46. We call upon the parties to the Indian Residential Schools Settlement Agreement to develop and sign a Covenant of Reconciliation that would identify principles for working collaboratively to advance reconciliation in Canadian society, and that would include, but not be limited to:
- i. Reaffirmation of the parties' commitment to reconciliation.
  - ii. Repudiation of concepts used to justify European sovereignty over Indigenous lands and peoples, such as the Doctrine of Discovery and *terra nullius*, and the reformation of laws, governance structures, and policies within their respective institutions that continue to rely on such concepts.
  - iii. Full adoption and implementation of the *United Nations Declaration on the Rights of Indigenous Peoples* as the framework for reconciliation.
  - iv. Support for the renewal or establishment of Treaty relationships based on principles of mutual recognition, mutual respect, and shared responsibility for maintaining those relationships into the future.
  - v. Enabling those excluded from the Settlement Agreement to sign onto the Covenant of Reconciliation.
  - vi. Enabling additional parties to sign onto the Covenant of Reconciliation.

47. We call upon federal, provincial, territorial, and municipal governments to repudiate concepts used to justify European sovereignty over Indigenous peoples and lands, such as the Doctrine of Discovery and *terra nullius*, and to reform those laws, government policies, and litigation strategies that continue to rely on such concepts.

#### **SETTLEMENT AGREEMENT PARTIES AND THE UNITED NATIONS DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES**

48. We call upon the church parties to the Settlement Agreement, and all other faith groups and interfaith social justice groups in Canada who have not already done so, to formally adopt and comply with the principles, norms, and standards of the *United Nations Declaration on the Rights of Indigenous Peoples* as a framework for reconciliation. This would include, but not be limited to, the following commitments:
- i. Ensuring that their institutions, policies, programs, and practices comply with the *United Nations Declaration on the Rights of Indigenous Peoples*.
  - ii. Respecting Indigenous peoples' right to self-determination in spiritual matters, including the right to practise, develop, and teach their own spiritual and religious traditions, customs, and ceremonies, consistent with Article 12:1 of the *United Nations Declaration on the Rights of Indigenous Peoples*.
  - iii. Engaging in ongoing public dialogue and actions to support the *United Nations Declaration on the Rights of Indigenous Peoples*.
  - iv. Issuing a statement no later than March 31, 2016, from all religious denominations and faith groups, as to how they will implement the *United Nations Declaration on the Rights of Indigenous Peoples*.
49. We call upon all religious denominations and faith groups who have not already done so to repudiate concepts used to justify European sovereignty over Indigenous lands and peoples, such as the Doctrine of Discovery and *terra nullius*.

#### **EQUITY FOR ABORIGINAL PEOPLE IN THE LEGAL SYSTEM**

50. In keeping with the *United Nations Declaration on the Rights of Indigenous Peoples*, we call upon the federal government, in collaboration with Aboriginal organizations, to fund the establishment of Indigenous law institutes for the development, use, and

understanding of Indigenous laws and access to justice in accordance with the unique cultures of Aboriginal peoples in Canada.

51. We call upon the Government of Canada, as an obligation of its fiduciary responsibility, to develop a policy of transparency by publishing legal opinions it develops and upon which it acts or intends to act, in regard to the scope and extent of Aboriginal and Treaty rights.
52. We call upon the Government of Canada, provincial and territorial governments, and the courts to adopt the following legal principles:
  - i. Aboriginal title claims are accepted once the Aboriginal claimant has established occupation over a particular territory at a particular point in time.
  - ii. Once Aboriginal title has been established, the burden of proving any limitation on any rights arising from the existence of that title shifts to the party asserting such a limitation.

#### **NATIONAL COUNCIL FOR RECONCILIATION**

53. We call upon the Parliament of Canada, in consultation and collaboration with Aboriginal peoples, to enact legislation to establish a National Council for Reconciliation. The legislation would establish the council as an independent, national, oversight body with membership jointly appointed by the Government of Canada and national Aboriginal organizations, and consisting of Aboriginal and non-Aboriginal members. Its mandate would include, but not be limited to, the following:
  - i. Monitor, evaluate, and report annually to Parliament and the people of Canada on the Government of Canada's post-apology progress on reconciliation to ensure that government accountability for reconciling the relationship between Aboriginal peoples and the Crown is maintained in the coming years.
  - ii. Monitor, evaluate, and report to Parliament and the people of Canada on reconciliation progress across all levels and sectors of Canadian society, including the implementation of the Truth and Reconciliation Commission of Canada's Calls to Action.
  - iii. Develop and implement a multi-year National Action Plan for Reconciliation, which includes research and policy development, public education programs, and resources.

- iv. Promote public dialogue, public/private partnerships, and public initiatives for reconciliation.

54. We call upon the Government of Canada to provide multi-year funding for the National Council for Reconciliation to ensure that it has the financial, human, and technical resources required to conduct its work, including the endowment of a National Reconciliation Trust to advance the cause of reconciliation.
55. We call upon all levels of government to provide annual reports or any current data requested by the National Council for Reconciliation so that it can report on the progress towards reconciliation. The reports or data would include, but not be limited to:
  - i. The number of Aboriginal children—including Métis and Inuit children—in care, compared with non-Aboriginal children, the reasons for apprehension, and the total spending on preventive and care services by child-welfare agencies.
  - ii. Comparative funding for the education of First Nations children on and off reserves.
  - iii. The educational and income attainments of Aboriginal peoples in Canada compared with non-Aboriginal people.
  - iv. Progress on closing the gaps between Aboriginal and non-Aboriginal communities in a number of health indicators such as: infant mortality, maternal health, suicide, mental health, addictions, life expectancy, birth rates, infant and child health issues, chronic diseases, illness and injury incidence, and the availability of appropriate health services.
  - v. Progress on eliminating the overrepresentation of Aboriginal children in youth custody over the next decade.
  - vi. Progress on reducing the rate of criminal victimization of Aboriginal people, including data related to homicide and family violence victimization and other crimes.
  - vii. Progress on reducing the overrepresentation of Aboriginal people in the justice and correctional systems.
56. We call upon the prime minister of Canada to formally respond to the report of the National Council for Reconciliation by issuing an annual "State of Aboriginal Peoples" report, which would outline the government's plans for advancing the cause of reconciliation.

## PROFESSIONAL DEVELOPMENT AND TRAINING FOR PUBLIC SERVANTS

57. We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

## CHURCH APOLOGIES AND RECONCILIATION

58. We call upon the Pope to issue an apology to Survivors, their families, and communities for the Roman Catholic Church's role in the spiritual, cultural, emotional, physical, and sexual abuse of First Nations, Inuit, and Métis children in Catholic-run residential schools. We call for that apology to be similar to the 2010 apology issued to Irish victims of abuse and to occur within one year of the issuing of this Report and to be delivered by the Pope in Canada.
59. We call upon church parties to the Settlement Agreement to develop ongoing education strategies to ensure that their respective congregations learn about their church's role in colonization, the history and legacy of residential schools, and why apologies to former residential school students, their families, and communities were necessary.
60. We call upon leaders of the church parties to the Settlement Agreement and all other faiths, in collaboration with Indigenous spiritual leaders, Survivors, schools of theology, seminaries, and other religious training centres, to develop and teach curriculum for all student clergy, and all clergy and staff who work in Aboriginal communities, on the need to respect Indigenous spirituality in its own right, the history and legacy of residential schools and the roles of the church parties in that system, the history and legacy of religious conflict in Aboriginal families and communities, and the responsibility that churches have to mitigate such conflicts and prevent spiritual violence.
61. We call upon church parties to the Settlement Agreement, in collaboration with Survivors and representatives of Aboriginal organizations, to establish permanent funding to Aboriginal people for:
- i. Community-controlled healing and reconciliation projects.

- ii. Community-controlled culture- and language-revitalization projects.
- iii. Community-controlled education and relationship-building projects.
- iv. Regional dialogues for Indigenous spiritual leaders and youth to discuss Indigenous spirituality, self-determination, and reconciliation.

## EDUCATION FOR RECONCILIATION

62. We call upon the federal, provincial, and territorial governments, in consultation and collaboration with Survivors, Aboriginal peoples, and educators, to:
- i. Make age-appropriate curriculum on residential schools, Treaties, and Aboriginal peoples' historical and contemporary contributions to Canada a mandatory education requirement for Kindergarten to Grade Twelve students.
  - ii. Provide the necessary funding to post-secondary institutions to educate teachers on how to integrate Indigenous knowledge and teaching methods into classrooms.
  - iii. Provide the necessary funding to Aboriginal schools to utilize Indigenous knowledge and teaching methods in classrooms.
  - iv. Establish senior-level positions in government at the assistant deputy minister level or higher dedicated to Aboriginal content in education.
63. We call upon the Council of Ministers of Education, Canada to maintain an annual commitment to Aboriginal education issues, including:
- i. Developing and implementing Kindergarten to Grade Twelve curriculum and learning resources on Aboriginal peoples in Canadian history, and the history and legacy of residential schools.
  - ii. Sharing information and best practices on teaching curriculum related to residential schools and Aboriginal history.
  - iii. Building student capacity for intercultural understanding, empathy, and mutual respect.
  - iv. Identifying teacher-training needs relating to the above.
64. We call upon all levels of government that provide public funds to denominational schools to require such schools to provide an education on comparative religious studies, which must include a segment on

Aboriginal spiritual beliefs and practices developed in collaboration with Aboriginal Elders.

65. We call upon the federal government, through the Social Sciences and Humanities Research Council, and in collaboration with Aboriginal peoples, post-secondary institutions and educators, and the National Centre for Truth and Reconciliation and its partner institutions, to establish a national research program with multi-year funding to advance understanding of reconciliation.

## YOUTH PROGRAMS

66. We call upon the federal government to establish multi-year funding for community-based youth organizations to deliver programs on reconciliation, and establish a national network to share information and best practices.

## MUSEUMS AND ARCHIVES

67. We call upon the federal government to provide funding to the Canadian Museums Association to undertake, in collaboration with Aboriginal peoples, a national review of museum policies and best practices to determine the level of compliance with the *United Nations Declaration on the Rights of Indigenous Peoples* and to make recommendations.
68. We call upon the federal government, in collaboration with Aboriginal peoples, and the Canadian Museums Association to mark the 150th anniversary of Canadian Confederation in 2017 by establishing a dedicated national funding program for commemoration projects on the theme of reconciliation.
69. We call upon Library and Archives Canada to:
  - i. Fully adopt and implement the *United Nations Declaration on the Rights of Indigenous Peoples* and the *United Nations Joint-Orontlicher Principles*, as related to Aboriginal peoples' inalienable right to know the truth about what happened and why, with regard to human rights violations committed against them in the residential schools.
  - ii. Ensure that its record holdings related to residential schools are accessible to the public.
  - iii. Commit more resources to its public education materials and programming on residential schools.
70. We call upon the federal government to provide funding to the Canadian Association of Archivists to undertake, in collaboration with Aboriginal peoples, a national review of archival policies and best practices to:

- i. Determine the level of compliance with the *United Nations Declaration on the Rights of Indigenous Peoples* and the *United Nations Joint-Orontlicher Principles*, as related to Aboriginal peoples' inalienable right to know the truth about what happened and why, with regard to human rights violations committed against them in the residential schools.
- ii. Produce a report with recommendations for full implementation of these international mechanisms as a reconciliation framework for Canadian archives.

## MISSING CHILDREN AND BURIAL INFORMATION

71. We call upon all chief coroners and provincial vital statistics agencies that have not provided to the Truth and Reconciliation Commission of Canada their records on the deaths of Aboriginal children in the care of residential school authorities to make these documents available to the National Centre for Truth and Reconciliation.
72. We call upon the federal government to allocate sufficient resources to the National Centre for Truth and Reconciliation to allow it to develop and maintain the National Residential School Student Death Register established by the Truth and Reconciliation Commission of Canada.
73. We call upon the federal government to work with churches, Aboriginal communities, and former residential school students to establish and maintain an online registry of residential school cemeteries, including, where possible, plot maps showing the location of deceased residential school children.
74. We call upon the federal government to work with the churches and Aboriginal community leaders to inform the families of children who died at residential schools of the child's burial location, and to respond to families' wishes for appropriate commemoration ceremonies and markers, and reburial in home communities where requested.
75. We call upon the federal government to work with provincial, territorial, and municipal governments, churches, Aboriginal communities, former residential school students, and current landowners to develop and implement strategies and procedures for the ongoing identification, documentation, maintenance, commemoration, and protection of residential school cemeteries or other sites at which residential school children were buried. This is to include the provision of

appropriate memorial ceremonies and commemorative markers to honour the deceased children.

76. We call upon the parties engaged in the work of documenting, maintaining, commemorating, and protecting residential school cemeteries to adopt strategies in accordance with the following principles:
- i. The Aboriginal community most affected shall lead the development of such strategies.
  - ii. Information shall be sought from residential school Survivors and other Knowledge Keepers in the development of such strategies.
  - iii. Aboriginal protocols shall be respected before any potentially invasive technical inspection and investigation of a cemetery site.

#### **NATIONAL CENTRE FOR TRUTH AND RECONCILIATION**

77. We call upon provincial, territorial, municipal, and community archives to work collaboratively with the National Centre for Truth and Reconciliation to identify and collect copies of all records relevant to the history and legacy of the residential school system, and to provide these to the National Centre for Truth and Reconciliation.
78. We call upon the Government of Canada to commit to making a funding contribution of \$10 million over seven years to the National Centre for Truth and Reconciliation, plus an additional amount to assist communities to research and produce histories of their own residential school experience and their involvement in truth, healing, and reconciliation.

#### **COMMEMORATION**

79. We call upon the federal government, in collaboration with Survivors, Aboriginal organizations, and the arts community, to develop a reconciliation framework for Canadian heritage and commemoration. This would include, but not be limited to:
- i. Amending the Historic Sites and Monuments Act to include First Nations, Inuit, and Métis representation on the Historic Sites and Monuments Board of Canada and its Secretariat.
  - ii. Revising the policies, criteria, and practices of the National Program of Historical Commemoration to integrate Indigenous history, heritage values, and memory practices into Canada's national heritage and history.

- iii. Developing and implementing a national heritage plan and strategy for commemorating residential school sites, the history and legacy of residential schools, and the contributions of Aboriginal peoples to Canada's history.

80. We call upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to honour Survivors, their families, and communities, and ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process.
81. We call upon the federal government, in collaboration with Survivors and their organizations, and other parties to the Settlement Agreement, to commission and install a publicly accessible, highly visible, Residential Schools National Monument in the city of Ottawa to honour Survivors and all the children who were lost to their families and communities.
82. We call upon provincial and territorial governments, in collaboration with Survivors and their organizations, and other parties to the Settlement Agreement, to commission and install a publicly accessible, highly visible, Residential Schools Monument in each capital city to honour Survivors and all the children who were lost to their families and communities.
83. We call upon the Canada Council for the Arts to establish, as a funding priority, a strategy for Indigenous and non-Indigenous artists to undertake collaborative projects and produce works that contribute to the reconciliation process.

#### **MEDIA AND RECONCILIATION**

84. We call upon the federal government to restore and increase funding to the CBC/Radio-Canada, to enable Canada's national public broadcaster to support reconciliation, and be properly reflective of the diverse cultures, languages, and perspectives of Aboriginal peoples, including, but not limited to:
- i. Increasing Aboriginal programming, including Aboriginal-language speakers.
  - ii. Increasing equitable access for Aboriginal peoples to jobs, leadership positions, and professional development opportunities within the organization.
  - iii. Continuing to provide dedicated news coverage and online public information resources on issues of concern to Aboriginal peoples and all Canadians,

including the history and legacy of residential schools and the reconciliation process.

85. We call upon the Aboriginal Peoples Television Network, as an independent non-profit broadcaster with programming by, for, and about Aboriginal peoples, to support reconciliation, including but not limited to:
  - i. Continuing to provide leadership in programming and organizational culture that reflects the diverse cultures, languages, and perspectives of Aboriginal peoples.
  - ii. Continuing to develop media initiatives that inform and educate the Canadian public, and connect Aboriginal and non-Aboriginal Canadians.
86. We call upon Canadian journalism programs and media schools to require education for all students on the history of Aboriginal peoples, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations.

#### **SPORTS AND RECONCILIATION**

87. We call upon all levels of government, in collaboration with Aboriginal peoples, sports halls of fame, and other relevant organizations, to provide public education that tells the national story of Aboriginal athletes in history.
88. We call upon all levels of government to take action to ensure long-term Aboriginal athlete development and growth, and continued support for the North American Indigenous Games, including funding to host the games and for provincial and territorial team preparation and travel.
89. We call upon the federal government to amend the Physical Activity and Sport Act to support reconciliation by ensuring that policies to promote physical activity as a fundamental element of health and well-being, reduce barriers to sports participation, increase the pursuit of excellence in sport, and build capacity in the Canadian sport system, are inclusive of Aboriginal peoples.
90. We call upon the federal government to ensure that national sports policies, programs, and initiatives are inclusive of Aboriginal peoples, including, but not limited to, establishing:
  - i. In collaboration with provincial and territorial governments, stable funding for, and access to, community sports programs that reflect the diverse

cultures and traditional sporting activities of Aboriginal peoples.

- ii. An elite athlete development program for Aboriginal athletes.
  - iii. Programs for coaches, trainers, and sports officials that are culturally relevant for Aboriginal peoples.
  - iv. Anti-racism awareness and training programs.
91. We call upon the officials and host countries of international sporting events such as the Olympics, Pan Am, and Commonwealth games to ensure that Indigenous peoples' territorial protocols are respected, and local Indigenous communities are engaged in all aspects of planning and participating in such events.

#### **BUSINESS AND RECONCILIATION**

92. We call upon the corporate sector in Canada to adopt the *United Nations Declaration on the Rights of Indigenous Peoples* as a reconciliation framework and to apply its principles, norms, and standards to corporate policy and core operational activities involving Indigenous peoples and their lands and resources. This would include, but not be limited to, the following:
  - i. Commit to meaningful consultation, building respectful relationships, and obtaining the free, prior, and informed consent of Indigenous peoples before proceeding with economic development projects.
  - ii. Ensure that Aboriginal peoples have equitable access to jobs, training, and education opportunities in the corporate sector, and that Aboriginal communities gain long-term sustainable benefits from economic development projects.
  - iii. Provide education for management and staff on the history of Aboriginal peoples, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills based training in intercultural competency, conflict resolution, human rights, and anti-racism.

#### **NEWCOMERS TO CANADA**

93. We call upon the federal government, in collaboration with the national Aboriginal organizations, to revise the information kit for newcomers to Canada and its citizenship test to reflect a more inclusive history of the diverse Aboriginal peoples of Canada, including



information about the Treaties and the history of residential schools.

94. We call upon the Government of Canada to replace the Oath of Citizenship with the following:

I swear (or affirm) that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth II, Queen of Canada, Her Heirs and Successors, and that I will faithfully observe the laws of Canada including Treaties with Indigenous Peoples, and fulfill my duties as a Canadian citizen.

## Truth and Reconciliation Commission of Canada

1500-360 Main Street

Winnipeg, Manitoba

R3C 3Z3

Telephone: (204) 984-5885

Toll Free: 1-888-872-5554 (1-888-TRC-5554)

Fax: (204) 984-5915

E-mail: [info@trc.ca](mailto:info@trc.ca)

Website: [www.trc.ca](http://www.trc.ca)

## **Summary of Truth and Reconciliation Commission of Canada - Calls to action directed at municipal governments**

### **Legacy**

3. We call upon all levels of government to fully implement Jordan's Principle.

Jordan's Principle makes sure all First Nations children living in Canada can access the products, services and supports they need, when they need them. Funding can help with a wide range of health, social and educational needs, including the unique needs that First Nations Two-Spirit and LGBTQQIA children and youth and those with disabilities may have.

Jordan's Principle is named in memory of Jordan River Anderson. He was a young boy from Norway House Cree Nation in Manitoba.

[Jordan's Principle \(sac-isc.gc.ca\)](http://sac-isc.gc.ca)

### **Language and culture**

17. We call upon all levels of government to enable residential school Survivors and their families to reclaim names changed by the residential school system by waiving administrative costs for a period of five years for the name-change process and the revision of official identity documents, such as birth certificates, passports, driver's licenses, health cards, status cards, and social insurance numbers.

### **Health**

23. We call upon all levels of government to:

- i. Increase the number of Aboriginal professionals working in the health-care field.
- ii. Ensure the retention of Aboriginal health-care providers in Aboriginal communities.
- iii. Provide cultural competency training for all healthcare professionals.

### **Justice**

40. We call on all levels of government, in collaboration with Aboriginal people, to create adequately funded and accessible Aboriginal-specific victim programs and services with appropriate evaluation mechanisms.

## **Canadian Governments and the United Nations Declaration on the Rights of Indigenous People**

43. We call upon federal, provincial, territorial, and municipal governments to fully adopt and implement the United Nations Declaration on the Rights of Indigenous Peoples as the framework for reconciliation

### **Royal Proclamation and Covenant of Reconciliation**

47. We call upon federal, provincial, territorial, and municipal governments to repudiate concepts used to justify European sovereignty over Indigenous peoples and lands, such as the Doctrine of Discovery and terra nullius, and to reform those laws, government policies, and litigation strategies that continue to rely on such concepts.

### **National Council for Reconciliation**

55. We call upon all levels of government to provide annual reports or any current data requested by the National Council for Reconciliation so that it can report on the progress towards reconciliation.

The reports or data would include, but not be limited to:

- i. The number of Aboriginal children—including Métis and Inuit children—in care, compared with non-Aboriginal children, the reasons for apprehension, and the total spending on preventive and care services by child-welfare agencies.
- ii. Comparative funding for the education of First Nations children on and off reserves.
- iii. The educational and income attainments of Aboriginal peoples in Canada compared with non-Aboriginal people.
- iv. Progress on closing the gaps between Aboriginal and non-Aboriginal communities in a number of health indicators such as: infant mortality, maternal health, suicide, mental health, addictions, life expectancy, birth rates, infant and child health issues, chronic diseases, illness and injury incidence, and the availability of appropriate health services.
- v. Progress on eliminating the overrepresentation of Aboriginal children in youth custody over the next decade.
- vi. Progress on reducing the rate of criminal victimization of Aboriginal people, including data related to homicide and family violence victimization and other crimes.
- vii. Progress on reducing the overrepresentation of Aboriginal people

## **Professional Development and Training for Public Servants**

57. We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

## **Education for reconciliation**

64. We call upon all levels of government that provide public funds to denominational schools to require such schools to provide an education on comparative religious studies, which must include a segment on Aboriginal spiritual beliefs and practices developed in collaboration with Aboriginal Elders.

## **Museums and Archives**

75. We call upon the federal government to work with provincial, territorial, and municipal governments, churches, Aboriginal communities, former residential school students, and current landowners to develop and implement strategies and procedures for the ongoing identification, documentation, maintenance, commemoration, and protection of residential school cemeteries or other sites at which residential school children were buried. This is to include the provision of appropriate memorial ceremonies and commemorative markers to honour the deceased children.

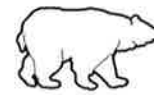
## **National Centre for Truth and Reconciliation**

77. We call upon provincial, territorial, municipal, and community archives to work collaboratively with the National Centre for Truth and Reconciliation to identify and collect copies of all records relevant to the history and legacy of the residential school system, and to provide these to the National Centre for Truth and Reconciliation.

## **Sports and Reconciliation**

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88. We call upon all levels of government to take action to ensure long-term Aboriginal athlete development and growth, and continued support for the North American Indigenous Games, including funding to host the games and for provincial and territorial team preparation and travel.



"Via Email: [justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

June 24th, 2021

The Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON  
K1A 0A2

Dear Prime Minister Trudeau:

**Re: Motion to Include the PSA Test for Men into the Medical Care**

This will serve to advise you that Council, at its regular meeting held Tuesday, June 22<sup>nd</sup>, 2021, passed the following resolution:

**"Resolution No. 182-2021**

**Moved By: Robert Hutchinson**

**Seconded By: Daniel Belisle**

**WHEREAS** the male population has been made to pay for prostate blood test and whereas 11 Canadian men will die of prostate cancer every day and

**WHEREAS** 1.5 million Canadian men are not seeking the early detection PSA testing and

**WHEREAS** prostate cancer is the most common cancer in men and

**WHEREAS** when detected early the survival rate is close to 100% and detected late 3 of 4 men will be lost and

**WHEREAS** men who wish to have this test done have to pay \$33.00 for the test

1/2



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**THEREFORE** I Robert Hutchinson move that both the Federal and Provincial Governments move to have this test included in the national health care system and that it be made available for all Canadian men at no charge and further that the Government make every effort to have this become a reality sooner than later as stated above every day that goes by another 11 men will die of this avoidable disease and

**FURTHERMORE** that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

**Carried"**

Your attention to this matter is greatly appreciated!

Yours Truly,

**THE CORPORATION OF THE TOWN OF COCHRANE**



Alice Mercier  
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,  
Hon. Patty Hajdu, Minister of Health (Canada)  
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)  
All Municipalities  
All First Nation Communities



The Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2

June 21<sup>st</sup> 2021

**Re: Motion to Include the PSA Test for Men into the Medical Care**

Please be advised that on July 14<sup>th</sup> 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Town of Cochrane's motion (attached) requesting that the Federal and Provincial Governments move to have the PSA Test for men included in the national health care system and that it be made available for all Canadian men at no charge.

**Motion 6**

*Moved by Mike Vasey, Seconded by Gary Atkinson that Council support item 'm' of correspondence from The Town of Cochrane regarding a motion to Include the PSA Test for Men into the Medical Care.*

***Motion Carried.***

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [ekwarciak@plympton-wyoming.ca](mailto:ekwarciak@plympton-wyoming.ca).

Sincerely,

Erin Kwarciak

Clerk

Town of Plympton-Wyoming

Cc: (via e-mail)

Hon. Doug Ford Premier of Ontario,

Hon. Patty Hajdu, Minister of Health (Canada)

Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)

All Municipalities

All First Nation Communities

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**The Corporation of the Town of Plympton-Wyoming**

P.O Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0

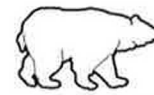
Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939

[www.plympton-wyoming.com](http://www.plympton-wyoming.com)



**THE TOWN OF COCHRANE**

171 Fourth Avenue  
Cochrane, Ontario, Canada, P0L 1C0  
T: 705-272-4361 | F: 705-272-6068  
E: townhall@cochraneontario.com



ONTARIO, CA  
**COCHRANE**  
WONDERFULLY UNEXPECTED

"Via Email: [justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

June 24th, 2021

The Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON  
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1/2



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**FURTHERMORE** that this motion be distributed to Right Honourable Justin Trudeau Prime Minister of Canada, Honourable Doug Ford Premier of Ontario, Minister of Health (Canada) Honourable Patty Hajdu, Deputy Premier and Minister of Health (Ontario) Honourable Christine Elliott, all municipalities, and all First Nation Communities .

**Carried"**

Your attention to this matter is greatly appreciated!

Yours Truly,

**THE CORPORATION OF THE TOWN OF COCHRANE**



Alice Mercier  
Clerk

/am

c.c.: Hon. Doug Ford Premier of Ontario,  
Hon. Patty Hajdu, Minister of Health (Canada)  
Hon. Christine Elliott, Deputy Premier and Minister of Health (Ontario)  
All Municipalities  
All First Nation Communities

**Jessica Kennedy**

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**Subject:** FW: Status of OPP Detachment Board Proposal - Dufferin OPP Detachment

---

**From:** Mark Early

**Sent:** Wednesday, September 15, 2021 11:51 AM

**Subject:** Status of OPP Detachment Board Proposal - Dufferin OPP Detachment

Good Morning,

During last nights Council Meeting, the following resolution was approved:

Moved by Martin Seconded by Manktelow

THAT after further discussion and consideration of the OPP Detachment Boards Proposal put forth by the Town of Grand Valley on July 20, 2021, and to support a made in Dufferin proposal, supported by all municipalities in Dufferin;

THAT Mono Council hereby supports the proposal which will consist of four OPP Police Services Boards as follows:

- 1 – Town of Orangeville
- 2 – Town of Shelburne
- 3 – Townships of Melancthon and Mulmur and the Town of Mono
- 4 – Township of Amaranth and East Garafraxa and the Town of Grand Valley “Carried”

We have consensus! Meghan will be preparing the submission to SOLGEN on their portal. Thank you Meghan for bringing this together.

**Mark Early, CMO, RPP, MCIP**

*Chief Administrative Officer*

Town of Mono

519.941.3599, 226



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify [mark.early@townofmono.com](mailto:mark.early@townofmono.com).

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre  
777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



234-2021-4132

September 9, 2021

Dear Head of Council:

Our government believes everyone deserves a safe and affordable place to call home. Inadequate supply and high housing costs have made housing unattainable for too many people in Ontario. We want to reduce red tape and streamline development approvals so that we can help to put affordable home ownership in reach of more Ontario families, and provide more people with the opportunity to live closer to where they work.

That is why I am pleased to provide you with this [Site Plan Control Guide](#). This guide provides an overview of site plan control and shares best practices from some communities across Ontario which municipalities may consider implementing to make the site plan process more efficient.

The Site Plan Control Guide also works to support The Provincial Policy Statement, 2020 and other recent changes to the land use planning system – including changes to the *Planning Act* through Bill 108, the *More Homes, More Choice Act, 2019* and to A Place to Grow: Growth Plan for the Greater Golden Horseshoe. Collectively, these changes support key government priorities of increasing housing supply, supporting job creation and reducing red tape – while continuing to protect Ontarians' health and safety and the environment, including the Greenbelt.

If you have any questions about the Site Plan Control Guide, please email the Ministry at [provincialplanning@ontario.ca](mailto:provincialplanning@ontario.ca).

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark  
Minister

c: Chief Administrative Officer

**Dufferin County**  
**Permits Submitted to MPAC [Date of Submission]**  
**From: 9/9/2021 To: 9/16/2021**

Permit #                      Type                      Parcel #

Last Sent                      Date Issued                      Date Occupancy                      Revoked                      Final Inspection

East Garafraxa							
	PRAD202100460	Addition	220100000220200	231380 COUNTY ROAD 24, East Garafraxa, ON			Permit(s) Issued
	Sep-13-21	Aug-17-21					
	PRDK202100502	Deck	220100000210900	22159 ERIN - EAST GARAFRAXA TLINE, East Garafraxa, ON			Permit(s) Issued
	Sep-13-21	Aug-13-21					

**WINSTON CHURCHILL BOULEVARD CLASS ENVIRONMENTAL ASSESSMENT STUDY  
BEECHGROVE SIDEROAD TO CALEDON EAST GARAFRAXA TOWN LINE**

**The Study**

The Town of Caledon is currently assessing improvements to Winston Churchill Boulevard, from Beechgrove Sideroad to Caledon East Garafraxa Town Line.

The purpose of this Schedule "B" Municipal Class Environmental Assessment is to identify the required improvements to the roadway including considerations for pedestrians, cyclist activities and drainage.

As part of the study, a Public Meeting will be held to present and obtain information on the key issues and constraints within the study area. Subsequent to a review of comments received during and after the Public Meeting, the Town will move forward with the development and evaluation of alternative solutions and the determination of a preferred solution.



**Online Public Information Centre**

Due to continuing efforts to contain the spread of COVID-19 and to protect individuals, we invite you to join us for an Online Public Information Centre on **Thursday, October 14 at 6 p.m.** via WebEx webinar. The webinar will allow the project team to share information and receive input from the public on the study to date, including the problem / opportunity, existing conditions, alternative solutions, and the preliminary recommended solution. A Question-and-Answer period will follow to conclude at 7 p.m.

To listen to the Meeting, you may call **1-416-216-5643**, Meeting Access Code: **2632 270 5945**

To watch the meeting through WebEx online and to learn more about the project, visit: [caledon.ca/notices](http://caledon.ca/notices).

**Contact**

To be added to the project mailing list, and for any questions, comments or concerns, please contact:

**Town of Caledon**

Shun H. Cheung, P.Eng., PMP  
Project Manager, Engineering Services  
Tel: 905.584.2272 x 4040  
E-mail: [shun.cheung@caledon.ca](mailto:shun.cheung@caledon.ca)

**McIntosh Perry Consulting Engineers Ltd.**

Mehemed Delibasic, P.Eng., M.Sc.  
Project Manager  
Tel: 289.319.3112  
E-mail: [m.delibasic@mcintoshperry.com](mailto:m.delibasic@mcintoshperry.com)

This notice was first issued September 16, 2021.

\*Information collected will be used in accordance with the Freedom of Information and Protection Privacy Act. With the exception of personal information, all comments will become part of the public record

## Accounts Payable

ALL ACCOUNTS PAYABLE Aug 10/21 to Sept 24/21 SUMMARY

Vendor 000000 Through 999999

Invoice Entry Date 08/10/2021 to 09/24/2021 Paid Invoices Cheque Date 08/10/2021 to 09/24/2021

Account	Vendor Number Name	Invoice Number Item Description	Invoice Date	Entry Date	Chq Nb Item Amount
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### Department Summary

01-0119	DEVELOP.DEPOSITS + Other Recoverables	43,860.14
01-0123	ACCOUNTS PAYABLE & ACCRUED CHA	33,169.72
01-0161	GENERAL GOVERNMENT	86,505.19
01-0162	PROTECTION TO PERSONS/PROPERTY	37,431.93
01-0163	TRANSPORTATION SERVICES	224,901.41
01-0164	ENVIRONMENTAL SERVICES	2,739.85
01-0165	HEALTH SERVICES	1,695.00
01-0167	RECREATIONAL & COMMUNITY SERVICES	12,121.04
01-0168	PLANNING & DEVELOPMENT	6,550.73
Report Total		448,975.01

## Jessica Kennedy

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**Subject:** FW: Orton Community Association (OCA) Financial Statements

---

**From:** Coote, Stephen J.

**Sent:** Friday, September 24, 2021 3:29 PM

**Subject:** RE: Orton Community Association (OCA) Financial Statements

Hi Susan,

Hope all are safe, yep that's an oldie alright!

The financial statements for costs related to the building were \$20120.29 for May 1 2020 to April 30 2021 and yes we are more than willing to enter into an agreement with the township to reimburse if the property is sold.

FYI the funds did not make it to the OCA in time for our fiscal year end, thankfully we received two donations from private residents of \$5000 each that helped us get through 2020-2021 YE.

Below are the actuals for this past fiscal YE, Please also note that the telephone was disconnected this summer also as recommended through council concerns and our insurance costs reflect a combination of old and new policy, the new rate is approx. \$3800

Thanks

Hydro	<b>\$2,341.88</b>
Furnace Oil	<b>\$5,400.87</b>
Insurance	<b>\$5,695.64</b>
Telephone	<b>\$1,535.39</b>
Property Taxes	<b>\$2,308.57</b>
Repairs & Maintenance	<b>\$2,769.29</b>
Office Supplies	<b>\$68.65</b>



Steve Coote  
Director, Operations Support, Field Services



## Jessica Kennedy

---

**Subject:** FW: EV Station Update + Contact

---

**From:** Sara Wicks

**Sent:** Monday, September 20, 2021 12:15 PM

**Subject:** EV Station Update + Contact

Good afternoon,

I have an update on the EV charging station project and a draft construction schedule. As of now, it looks like the civil work installation at East Garafraxa Office will occur in a window between **October 26-27**, and the electrical work will happen between **November 3-8**.

Our contractor for the project, Ferguson Electric, is looking for a person at each location that they may contact directly. I'll still be the main contact for the project, but given I can't be on location all the time, they're looking for someone locally on site. This will also be the person I can give updates to as needed. Can you let me know who would be best for that?

Thanks,

Sara

**Sara Wicks (she/her) | Manager of Climate and Energy | Public Works Department**

**County of Dufferin** | 519.941.2816 x2624 | [swicks@dufferincounty.ca](mailto:swicks@dufferincounty.ca) | 30 Centre Street, Orangeville, ON L9W 2X1

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## Jessica Kennedy

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**Subject:** FW: Community Centre Agreement - draft 2  
**Attachments:** Agreement 2021 draft 2.pdf

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**From:** Meghan Townsend  
**Sent:** Thursday, September 23, 2021 1:23 PM  
**Subject:** Community Centre Agreement - draft 2

Hello East Garafraxa, Amaranth and Grand Valley,  
Attached, please find attached a second draft inter-municipal agreement for the Community Centre.

The 2<sup>nd</sup> and 3<sup>rd</sup> pages are quite different from the first draft, following the comments/concerns from East Garafraxa, as follows:

“At East Garafraxa’s council meeting held Tuesday, September 14, 2021, the attached draft Agreement was discussed, and the following comments/concerns were raised by Council:

1. Salary grid going forward will need to continue to include the position of “Arena Manager” in order that the salary for that position is clearly stated, and the salary going forward for which the Board would be responsible should be less than the current Arena Manager’s salary for which the Board has been responsible, as opposed to what is stated in Clause 4) c. which states “The Parties hereto agree that the annual cost to the Board for reimbursement shall not exceed the annual salary that had been paid to the previous Manager, factoring in cost-of-living increases, that would have been applicable had the position remained exclusively an Arena Manager position.”. Council feels that as the position is currently, or has been, full time, and now the person in that position will not be full time for the arena, the salary for which the Board will be responsible would have to be less than previous.”
2. A termination clause needs to be added (similar to what is in the GBFB Agreement), that will set out terms for opting out of the Agreement, and distribution of the various asset of the Board;”
3. The time sheets will need to be monitored, and information provided to the Board, for proper time management and control of the arena manager duties and corresponding payment or salary.”

If all three Councils could review this second draft at their next Council meeting, it would be appreciated to keep the work going on this amended agreement.

Of note are the sections regarding manager pay and “full time” work. I feel it should be noted that the current manager, Brian, was a salaried employee. His job was to run the arena at the number of hours per week required of him to run the arena. I have not seen anything stating he was a “35 hour per week” or “40 hour per week” employee. The only thing on record is a statement that he agreed to work more than 8 hours per day and 48 hours per week, subject to the overtime policy. He worked as many hours as needed, be it 60, 20 or something else, and his weekly pay did not change based on hours worked. This scenario will change for the new person, who is scheduled to work as an hourly employee, “40 hours per week,” and not salaried. Overtime hours will be accrued as lieu time, just like other Town employees. It is therefore difficult to say that the new manager will work “less hours” at the arena than Brian did, since Brian didn’t submit timesheets, record his hours, accumulate lieu time, or any of those things because he was a salaried employee. Hopefully this explanation is helpful.

I hope this second draft will be satisfactory to all three municipalities. If your council agrees to this draft, it would be great if they could pass a resolution to be shared with the other two municipalities. Then, if additional changes are

required, a third and final version can be circulated. Otherwise, if there are no changes required after your council meetings, this 2<sup>nd</sup> version could go back to subsequent council meetings for acceptance by by-law.

Please reach out before or after your next council meeting to discuss if needed.

Thank you,



Meghan Townsend, MPS, BSc, Dipl.M.A. | CAO/Clerk-Treasurer

Town of Grand Valley | 5 Main Street North, Grand Valley, ON L9W 5S6

Tel: (519) 928-5652 | Fax: (519) 928-2275 | [mtownsend@townofgrandvalley.ca](mailto:mtownsend@townofgrandvalley.ca)

# **Inter-Municipal Agreement for Operations of the Grand Valley and District Community Centre**

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

## **BETWEEN**

The Corporation of the Town of Grand Valley (hereinafter referred to as the Party of the First Part)

AND

The Corporation of the Township of Amaranth, The Corporation of the Township of East Garafraxa (hereinafter referred to as the Parties of the Second Part).

**WHEREAS** the Party of the First Part is the owner of lands described as Part of the East Part of Lot 30, Concession 3, in the Town of Grand Valley and known municipally as 90 Main Street North, on which is situation a Community Centre comprised of an arena and auditorium, and is desirous of continuing its operation to the benefit of the above Parties under the provisions of the *Community Recreation Centres Act*;

**NOW THEREFORE this agreement witnesses that in consideration of the mutual covenants, herein contained, the Parties hereto covenant and agree as follows:**

- 1) The Community Centre, known as the Grand Valley and District Community Centre, has been established and maintained under the provisions of the *Community Recreation Centres Act* and is jointly used by the residents of the municipalities of the Parties hereto.
- 2) Management of the Community Centre:
  - a. The said Community Centre shall be managed by a Board of Directors, hereinafter called the Board, to be known as the Grand Valley and District Community Centre Management Board, to be appointed by Council and will hold office for a term concurrent with the term of Council and will be composed as follows:
    - i) From the Party of the First Part: 4 members (2 shall be Councilors)
    - ii) From the Party of the Second Part: 2 members from each (1 from each shall be a Councillor)
  - b. Confirmation of the appointments to the Board shall be indicated by a certified copy of a resolution being delivered to the Secretary of the Board from all Parties hereto.
- 3) Operating and Maintenance Deficits:
  - a. All operating and/or maintenance deficits of the Community Centre, in any given year, as established by the Annual Audit and included in the ensuing year's Community Centre Budget, shall have percentage sharing, and that percentage sharing will be in accordance with the total assessment in the area defined in the Grand Valley and District Fire Department Fire Areas for each Municipality.
  - b. The sharing rates shall be adjusted annually to reflect the new assessments following the Audit and at the time of the approval of the new year's budget for operating and maintenance expenses. The assessment totals shall be confirmed to the Secretary of the Board by all of the Parties hereto.
  - c. The Parties hereto agree to pay their respective shares of the budget on the following basis:
    - i. Monthly payments from January to May based on the previous year's budget.
    - ii. June payment calculated at fifty per cent (50%) of the approved budget less previous payments made from January to May.
    - iii. July to December equal monthly payments based on fifty percent (50%) of the approved budget.
- 4) The Parties hereto agree that the manager of the Community Centre shall be the Recreation Facilities Manager of the Party of the First Part, and that this Manager shall

report to the Board for all matters pertaining to activities on the Community Centre lands and facilities. The salary of the Manager pertaining to managing the activities of the Community Centre shall be reimbursed to the Party of the First Part upon receipt of requests for reimbursement.

- a. Such reimbursement shall be in accordance with the annual cost of living increase established for the Town of Grand Valley and any step increases on the pay equity grid until the Manager reaches Job Rate on that grid (when applicable).
  - b. The Manager shall be required to submit timesheets documenting hours worked for the Board, versus hours worked for Town of Grand Valley recreation matters. Information on time sheets submissions shall be provided to the Board as directed by the Board.
  - c. The Parties hereto agree that the annual cost to the Board for reimbursement shall not exceed the annual salary that had been paid to the previous salaried Arena Manager, factoring in cost-of-living increases, that would have been applicable had the position remained exclusively an Arena Manager position. The pay grid for the Party of the First Part shall continue to include the position of "Arena Manager" as a vacant position to ensure that the salary for that position is clearly stated.
- 5) Capital expenditures (being major capital expenditures and/or Construction and/or Re-construction) shall be negotiated from time to time as required by a separate resolution of each Council confirming participation and are not included in this agreement.
- 6) This agreement shall be reviewed once per term of municipal council, or more frequently if required.
- 7) In the event of any dispute between the parties to this Agreement, or any of the parties, with respect to any matter contained in the Agreement including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990, c.M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provision so that Act, then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act*, R.S.O. 1990 c.A.24 or pursuant to any successor legislation.
- 8) In the event that any Party wishes to cease participating in the Board, they may do so provided that:
  - a. One (1) year's written notice be given to the Board and to the other parties. Any written notice given as aforesaid shall terminate this Agreement as of the 31<sup>st</sup> of December of the year following the year in which notice is given.
  - b. Any debt incurred by the Party for Board purposes shall remain the responsibility of the Party.
  - c. Any assets, including reserves contributed by the Party to the Community Centre, shall remain the property of the Community Centre.
- 9) In the event that the Community Centre Board is completely dissolved, and assets of the Board are to be sold off or otherwise distributed, those assets shall be split between the Parties based on the formula established in Section 3 of this Agreement, acknowledging that the Community Centre building and land is owned by the Town of Grand Valley and therefore is not an asset of the Board.
- 10) It is agreed that, with respect to matters not dealt with in this Agreement, the Board may formulate policies for and relating to the administration and operation of the Community Centre unless otherwise prohibited by any applicable statute or regulation passed thereunder.
- 11) Upon the execution of this Agreement by all Parties, any previous Inter-Municipal Agreements for the operation and maintenance of the Community Centre shall forthwith become null and void.
- 12) In the event that any covenant, provision or terms of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the

remainder of this Agreement, which shall remain in full force and effect mutatis mutandis.

13) This agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns, and shall not be revoked, altered or amended without the consent of the participating municipalities to this agreement, except as required in Section 3(b) of this agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their respective corporate seals, duly attested to by the hands of their respective proper officers in that behalf.

THE CORPORATION OF THE TOWN OF GRAND VALLEY

PER: \_\_\_\_\_

Mayor

PER: \_\_\_\_\_

Clerk

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

PER: \_\_\_\_\_

Mayor

PER: \_\_\_\_\_

Clerk

THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA

PER: \_\_\_\_\_

Mayor

PER: \_\_\_\_\_

Clerk



**GRAND VALLEY & DISTRICT FIRE DEPARTMENT  
BOARD OF MANAGEMENT**

*Serving the Townships of Amaranth & East Garafraxa  
and the Town of Grand Valley*

**MINUTES**

**April 19, 2021**

**Video Conference via Webex @ 7.15 pm**

**MEMBERS PRESENT:** *John Stirk, Tom Nevills, Stephen Miles, Heather Foster, Deputy Chief Mike Agar, Deputy Chief Dave Stevenson, Chief Kevin McNeilly, Klaudia Mirska Secretary/Treasurer*

**MEMBERS ABSENT:** *Phillip Rentsch, Chris Gerrits*

**1. Call Meeting to order**

Chair Miles called the meeting to order at 7.15pm.

**2. Approval of Agenda**

**#2021-04-01**

Moved By: J. Stirk

Seconded By: H. Foster

**BE IT RESOLVED THAT** the February 11, 2021 regular meeting agenda be approved as amended.

- Add 11.1 Desk-side report: Disposing of 1996 FL80 Truck.

Carried.

**3. Disclosure of pecuniary interest**

None

**4. Adoption of Minutes**

4.1. February 11, 2021

**#2021-04-02**

Moved By: T. Nevills

Seconded By: J. Stirk

**BE IT RESOLVED THAT** the February 11, 2021 meeting minutes of the Grand Valley and District Fire Board be adopted as circulated.

Carried.

**5. Deputations/Presentations**

None



**6. Unfinished Business**

6.1 Town of Grand Valley burning by-law enforcement.

Chief McNeilly is not in favor of the Fire Department enforcing the by-law. The Board discussed that a fire permit should be required to allow an open fire in a residential area. Chair Miles will let the Council know about the Board's concerns.

**7. Financials**

7.1. Bills and Accounts

February 2021-April 2021

**#2021-04-03**

Moved By: T. Nevills

Seconded By: J. Stirk

**BE IT RESOLVED THAT** the Bills and Accounts for February, March and April 2021 in the amount of \$ 69,882.46 be approved and paid from the General Account.

Carried.

7.2. 2020 Financial Report

The Board would like to look into the cost of a higher-level audit, for example like the one that applies to municipalities.

**#2021-04-04**

Moved By: J. Stirk

Seconded By: T. Nevills

**BE IT RESOLVED THAT** the Grand Valley & District Fire Department Board approves the 2020 Financial Statements from RLB Chartered Professional Accountants as presented.

Carried.

**8. Grand Valley Fire Fighters Association Report**

None

**9. Correspondence**

9.1. Town of Grand Valley- 2021 Budget acceptance.

9.2. Town of Grand Valley- OFC.

9.3. Town of Grand Valley- Fire Safety Grant.

9.4. Dufferin County - Rescue Calls Policy.

The Board has received the correspondence.

**10. New Business**

10.1 Fitness membership.

The Grand Valley Firefighters Association signed a contract with Erin Fitness for 9 annual memberships. The Board decided to look into the current membership subsidy policy and review it at the next meeting.

## 11. Fire Chief's Report

### 11.1 Desk-side report: Disposing of 1996 FL80 Truck.

Chief McNeilly submitted a report to the Board regarding a firetruck that needs to be disposed as it was replaced in 2019. A local business has approached the Fire Department and has offered \$12k for the truck in as is condition which, according to the Chief, is a very good offer. The Board discussed advertising the mentioned truck online first, as it is stated in the Purchasing Policy and Procedure and decided to follow the Chief's recommendation to sell it without doing so.

The Chief has reported to the Board, that the Fire Department pick up truck will need a replacement and he will be submitting Requests for Proposal.

The Fire Department tanker is being serviced due to a malfunction; the cost of the repair is unknown at this time.

11 new officers have completed their training, any further training will be completed remotely due to the lock-down.

## 12. Confirming Resolution and Adjournment

**#2021-04-05**

Moved By: T. Nevills

Seconded By: H. Foster

**BE IT RESOLVED THAT** all actions of the Board Members and Officers of the Grand Valley & District Fire Board, with respect to every matter addressed and/or adopted by the Board on the above date are hereby adopted, ratified and confirmed.

**AND FURTHER THAT** each motion, resolution and other actions taken by the Board members and/or Officers at the meeting held on the above date are hereby adopted, ratified and confirmed.

**BE IT RESOLVED THAT** the Board adjourn to meet again at the call of the Chairperson.  
Carried.

**#2021-04-06**

Moved By: J. Stirk

Seconded By: T. Nevills

***BE IT RESOLVED THAT*** the Board adjourn to meet again on September 13<sup>th</sup> , 2021  
at 7.15pm.

Carried.

---

Stephen Miles, Chair

---

Klaudia Mirska, Secretary

# GRAND VALLEY & DISTRICT COMMUNITY CENTRE

## 90 MAIN ST. N.

*Serving the Townships of Amaranth & East Garafraxa and Town of Grand Valley*  
Mailing Address ARENA: 519-928-2830  
90 MAIN STREET N. E-Mail: [bcook@townofgrandvalley.ca](mailto:bcook@townofgrandvalley.ca)  
GRAND VALLEY, ON L9W 5S7 OFFICE: 519-928-5652  
E-Mail: [kmirska@townofgrandvalley.ca](mailto:kmirska@townofgrandvalley.ca)

## MINUTES

June 28, 2021 @ 4:30pm  
Via Webex Video Conference

**Members present:** Lenora Banfield, Rick Taylor, Clinton Taylor, Deb Halls, Gail Little, Brian Cook- Arena Manager, Klaudia Mirska-Secretary Treasurer

### 1. Call to order

Chair called the meeting to order at 4.42pm.

### 2. Agenda Approval

#2021-06-01

Moved By: C. Taylor

Seconded By: D. Halls

**BE IT RESOLVED THAT** the June 28, 2021 regular meeting agenda be approved as circulated.

Carried.

### 3. Disclosure of Pecuniary Interest

### 4. Minutes of Previous Meetings

#2021-06-02

Moved By: D. Halls

Seconded By: R. Taylor

**BE IT RESOLVED THAT** the minutes of May 10 and May 17, 2021, be adopted as circulated.

Carried.

**5. Business arising from minutes**

6. None

**7. Deputations/Presentations**

None

**8. Financial Reports**

8.1. Accounts Payable

**#2021-06-03**

Moved By: D. Halls

Seconded By: R. Taylor

***BE IT RESOLVED THAT THAT*** the Grand Valley and District Community Centre Board approve the accounts payable for May and June of 2021 in the amount of \$9,018.72 and request that the Town of Grand Valley pay these accounts at their next meeting.

Carried.

8.2. Accounts Receivable

**#2021-06-04**

Moved By: D. Halls

Seconded By: R. Taylor

***BE IT RESOLVED THAT THAT*** the receipts for May and June of 2021 in the amount of \$58,432.87 have been deposited into the Community Centre bank account and are hereby approved.

Carried.

8.3. Budget variance

The Board revied and discussed the budget variance report.

**9. Correspondence**

9.1. Grand Valley Agricultural Society.

**#2021-06-05**

Moved By: G. Little

Seconded By: R. Taylor

***BE IT RESOLVED THAT THAT*** the Grand Valley & District Community Centre Board agrees to rent out the kitchen and boardroom space to the Grand Valley Agricultural Society on July 17<sup>th</sup>, August 21<sup>st</sup>, 2021 at a rate of \$200 (incl. HST) and on September 25<sup>th</sup>, 2021 as a complimentary event as per agreement.

Carried.

## 9.2. Consultation Obligations with Canada's Indigenous Peoples

### 10. Arena Manager's Report

The Arena Manager updated the Board on steps taken to prepare for 2021 Summer Camp. Five new staff members were employed through the Canada Summer Jobs grant, they have all received their "High Five" certificates and job orientation.

### 11. Unfinished Business

#### 11.1. Renovation project.

The Board awaits a final confirmation from the Town of Grand Valley that the grant has been processed.

#### 11.2. Arena/Recreational Manager hiring process.

The recruitment posting will take place in mid to late July.

#### 11.3. 2021 Summer Camp

Secretary/Treasurer updated the Board on the status of registrations for the Summer Camp. The month of July is almost entirely booked and there are a lot of inquiries about the month of August.

### 12. New Business

None

### 13. Confirmation of Meeting

**#2021-06-06**

Moved By: R. Taylor

Seconded By: G. Little

***BE IT RESOLVED THAT*** leave be given to confirm the proceedings of the June 28th, 2021 Grand Valley & District Community Centre Board Meeting.

Carried.

#### **14. Adjournment**

**#2021-06-06**

Moved By: D. Halls

Seconded By: R. Taylor

***BE IT RESOLVED THAT*** we do now adjourn this meeting to meet again on September 13<sup>th</sup>, 2021 at 4:30pm or at the call of the Chair.

Carried.

**CTC Source Protection Region**  
**HIGHLY VULNERABLE AQUIFER WORKSHOP**

**MINUTES**

Thursday, August 26, 2021

9:30 a.m. – 12:00 p.m.

Meeting held via MS Teams

TIME	AGENDA
9:30 a.m.	Welcome & introductions – CTC
9:40 a.m.	Overview of current CTC HVA mapping (background, methods, challenges) – Don F.
10:00 a.m.	HVA mapping update (methods, results?) – Durham Region
10:30 a.m.	HVA updates/considerations – Peel Region, York Region, Toronto
11:00 a.m.	Discussion <ul style="list-style-type: none"><li>a. Alternatives for completing CTC-wide HVA mapping update</li><li>b. Next steps</li></ul>
11:50 a.m.	Summary/wrap-up
<b>ADJOURN</b>	

**Attendees:** Jan Ivey (CTC-JI), Colin Hall (Durham-CH), Dan Banks (Halton-DB), Daniela McLeod (TRCA-DM), Danielle Walker (Centre Wellington-DW), Don Ford (TRCA-DF), Emily Vandermeulen (Centre Wellington-EV), Therese Estephan (Peel-TE), Hayley Pankhurst (Halton-HP), Fred Carpio (CLOCA-FC), Erin Ihnat (Peel-EI), James Partridge (Durham-JP), Luis Lasso (Peel-LL), Scott Lister (York-SL), Angelika Masotti (York-AM), Maureen Bianchet (Durham-MB), Micheal Takeda (Geoprocess-MT), Kerry Mulchansingh (CVC-KM), Stephanie Charity (Burnside-SC), Steve Holysh (ORMGP-SH), Bill Snodgrass (Toronto-BS)

**Notes by:** Jan Ivey

**1. Welcome and Introductions**

Roundtable introductions were made.

**2. Overview of current CTC HVA mapping (Don Ford)**

Don Ford provided a verbal summary of mapping of Highly Vulnerable Aquifers (HVA) completed for the CTC Source Protection Region, highlighting issues and challenges identified by municipal and conservation authority staff.

- Original HVA work done under ORMCP plan – delineation of HVAs on the moraine, done by YRP groundwater team (now ORMGP), around 2004, they developed a methodology that was well-based (similar to Intrinsic Susceptibility Index (ISI), applied a numeric calculation well by well and interpolated between wells in the database. Published as part of the ORM work across all the CAs, used in municipal official plans.
- Then Clean Water Act work began in late 2004, for CTC we decided to update the HVAs using the interpolated surfaces from the underlying geologic model for the CTC, provides a more uniform interpolation of aquifers/aquitards and allows some professional judgement on whether the aquifer exists or not; used an Aquifer Vulnerability Index (AVI) approach.
- Concern is with what layers were chosen as aquifers; there were 8 layers in the geologic model; layers 1, 3, 5, 7 generally considered aquifers; layers 2, 4, 6, 8 aquitards; in this work layer 1 was chosen as an aquifer but it includes a lot of surfaces/sediments and is poorly defined



geologically; at the time HVAs were a way of protecting the general landscape; end result was a large area protected.

- Issues – very spotty, similar to what was originally generated by ORMGP (looked like paint splatter); consultants have flagged places where aquifers don't appear to be present (drilling) despite mapped as HVA; much of Toronto is mapped as HVA but not very helpful; if everything is vulnerable (i.e., all HVA) then you haven't protected anything (i.e., not everything can be priority #1); municipalities have raised that they have HVAs under SWP and also vulnerable aquifers under the ORMCP – products are similar but not the same – creates issues of consistency, credibility, confusion.
- A few years ago, CTC staff decided we should consider updating the HVAs and consider a consistent product that could be used on and off the moraine and be more defensible.

#### Comments/questions:

- JI – also the wide extent of HVAs has posed a challenge for some municipalities for implementing CTC Source Protection Plan (SPP) policies for moderate and low threats (e.g., SAL-10 salt management plans, education/outreach for DNAPL, OS)
- DF – York Region has an Official Plan policy requiring risk management plans for some activities in HVAs (above and beyond CTC SPP policies)
- LL – what about SGRAs?
- DF – SGRA mapped in a different methodology and haven't had any issues/concerns brought up, so not proposed to update at this point, would have to see if MECP would support
- SH – Don's note that consultants' sometimes drill and can't find aquifers in areas mapped as HVAs; note that drilling always trumps mapping so need to be flexible
- DF – agree, but would like to improve mapping to ensure credibility (as good as we can make it)
- DF – Durham region and consultants have used new numerical model for Durham to update HVA mapping; Peel and York considered but didn't undertake HVA mapping; we want to bring to everyone's attention and start discussion on where we could go (Questions: Is there an appetite to update HVA mapping across CTC? If so, what method should be used? How would it be funded – potential gap from MECP funding?)

### 3. HVA Mapping Update – Durham Region

Michael Takeda from Geoprocess presented an update on recent groundwater modelling and HVA updates for Durham Region.

- Used updated regional model that Geoprocess is in process of finalizing; he will present some results of modelling and updated HVA mapping
- Goal – unified regional model for hydrologic/hydrogeologic systems; use for SWP – WHPA, vulnerability scoping, cone of influence, SGRAs, HVAs; ensure availability of model inputs/outputs for use by Region and partners
- Partners – ORMGP, Region of Durham, 5 CAs (LSRCA, Kawartha, Otonabee, CLOCA, Ganaraska), SS Papadopoulos and Associates, GeoProcess (Mike and Peter Thompson, senior hydrogeologist)
- Presentation – will share HVA mapping approach and results; will compare new/old HVA mapping
- Numerical modelling suite produced: PRMS hydrologic model (provided recharge mapping); Leapfrog geologic model (12-layer stratigraphic model down to top of bedrock; interpreted as aquifers/aquitards); MODFLOW-NWT groundwater flow model (2018)
- 5 major aquifers identified in geologic model: MIS/ORAC, channel aquifer, inter-newmarket, Thorncliffe, scarborough/bedrock

- Used SAAT approach – surface to aquifer advection time to delineate HVAs
- Technical rules require consideration of deep and shallow aquifers
- Unlike an index-based approach, with SAAT you're estimating the travel time and deriving vulnerability based on travel times (a little more information than a relative score)
- SAAT = unsaturated zone advection time (UZAT) + water table to aquifer advection time (WAAT)
- Approach allows for better ability to characterize uncertainty
- UZAT can only be applied where depth to water table > 3m
- WAAT – did not include the surface (layer 1) as an aquifer (with reference to Don's earlier comment)
- Forward particle tracking: particles have 3 fates (particles that don't travel to the target aquifer, particles that travel to target aquifer, particles that are released directly into the target aquifer – i.e., at water table), then estimate travel time; process repeated for each of the aquifers; benefit is this approach provides travel time for each aquifer on its own which is useful information
- Composite WAAT map produced using smallest travel time for each cell (accounts for shallow and intermediate aquifers) i.e., using most conservative value
- Add WAAT and UZAT for SAAT; then HVA vulnerability scores assigned; high vulnerability where SAAT travel time < 5 years
- An alternative is to consider only WAAT (not UZAT); For Durham, considering only the WAAT would produce a more conservative result (SAAT 24% of Durham, WAAT 48%); Durham chose SAAT approach – 24% of Durham Region designed HVA
- Comparison of 2001, 2010 and 2021 HVA mapping for Durham Region.
- 2010 work – different methods/models for each CA jurisdiction in Durham; change from 2010 to 2021 – the unified conceptual model has used a single approach across the region

#### Questions:

- LL – did you use the most up to date geologic mapping from the OGS?
- MT – sort of, used OGS surficial geologic mapping as an input to PRMS model; when building geologic surfaces for groundwater model, it's informed by the surficial geology but it's not a direct input
- BS - I presume that you did not incorporate a layer for storm sewer systems in urban areas, or in rural tile drained area. Do you have any sense of how such a layer would affect your HVA delineation results?
  - o MT – correct assumption. In urban areas the main impact is imperviousness and water is moved to storm sewers, with a reduction of recharge. That is captured in groundwater recharge estimates from hydrologic model since land cover is an input (captured in Q term in UZAT calculation). Tile drainage is not in the model – would expect higher unsaturated zone (more protection) but would have to determine if contaminants would be captured by tile and routed to surface water rather than groundwater (conceptual question).
  - o DF – good question, but may not have data, capacity to address that
- FC - We occasionally receive inquiries about water quality from private well owners. This product will only be a useful tool to answer the inquiries if supported by particle tracking. Will particle tracking layer for each aquifer be provided as well?

#### **4. HVA updates/considerations from other municipalities**

This agenda item was combined with the discussion summarized below.

## 5. Discussion

- DF – New HVA mapping covers smaller extent than 2010 for Durham; questions – so what? Is there an interest in updating and is it worth it? Is there a beneficial outcome? Note that this affects low/moderate threat policies (voluntary implementation) because can't have a significant threat in an HVA.
- DF – how do Peel/York feel about expanding this work?
- TE – (TBC) – HVA coverage or reduction in area is one thing – but does this translate in confidence that there is an aquifer present as mapped going back to Don's intro with credibility. Are there gains in this regard or site-specific investigation would still be necessary?
  - o MT – yes, with this method we are actually mapping the groundwater capture area for high vulnerability aquifers; not just protecting where aquifer is, but also the areas affecting the aquifers
  - o BS – this method more appropriately addresses the actual vulnerability
  - o DF – the current AVI method generates mapping that doesn't capture these areas; AVI is a strictly vertical analysis
- LL – also important to look at SGRAs
- BS – HVA mapping – a fair bit had till units as surficial units with clay; mapping doesn't seem to reflect what we think is really there; need a consistent overhaul across York/Peel/TO
- KM - Mapping in the AR all have the caveat that site-based analyses / mapping trumps the regional mapping...re: Bill's "difficulties", could not be used as a basis to "disregard" current HVA mapping where the site study shows a different interpretation?
- SH - Salt management plans shouldn't necessarily be omitted/discouraged in non HVA areas - right. My feeling is that prudent/reasonable salt management everywhere shouldn't be frowned upon. Saves money and is better for streams etc. Am I missing something - how onerous is salt management?
- SL - I agree. We are trying to require them more often, starting where we can, such as near our wells, and hopefully it will expand to other areas in the future, but salt management changes are difficult to achieve in the short term, liability issues play a big role.
- SL – impact from current HVAs minimal to York and developers; don't implement SAL-10 outside of the WHPAs; require risk plans for bulk chemicals in HVA (but don't see many of them so low workload for staff and low cost for developers); have new wells requiring updates to WHPAs (potentially Nobleton and also some in LSRCA) over the next 2-3 years; HVAs not a priority but want to support improvements in science/mapping and would participate and want to be consistent; will take information back to their group and figure out an answer to the question
- EV – for wellington/erin – don't have a lot of development in that area; have found it useful to suggest the county does use SAL-10 and request salt management plans because they have some larger residential developments in Erin and we don't have a lot of policies to ensure salty water not recharging; area has a lot of SGRAs too and don't want to recharge salty water in those areas; like the policy and like using HVAs to implement because it's protective; on board with accurate mapping; don't have a lot of time/resources to contribute but happy to receive updated mapping
- TE - Peel region update – AquaInsight has taken Earthfx regional model but only local refinement is planned for WHPAs at this time (i.e., not completing regional scale update – more work might be required for that)
- SL – York – added a well and removed a well, updated WHPAs for Aurora/Newmarket; hired Golder; found needed changes/update to the model so as a result the WHPAs decreased in size;

now adding a couple of new wells to the north of that WHPA, will have to update the WHPAs again (may be more changes); also looking at new well in Ballantrae, Mount Albert may have to re-do; Nobelton new well will need new WHPAs; felt it may be too difficult to update model region-wide so doing piecemeal (also reflects timing issues); HVAs not discussed specifically (talked more about whether to update Tier 3 model regionally but decided against); HVA mapping could inform when

- DM - would existing modelling for York and Toronto be sufficient to expand Durham's methodology?
  - o SH - York modelling is slightly out of date - especially the YT3 modelling in areas outside of York Region where the focus was reduced. Peel Region's updated model might be better suited given it is under construction.

## 6. Summary

To move forward, we need to determine if there is municipal support for updating HVAs across the CTC region. If yes, there are a number of potential options: 1) apply SAAT across CTC to comprehensively update HVAs (best science, expensive, likely no MECP funding); 2) CTC consider using updated geologic framework and re-do AVI across CTC outside of Durham (GIS, less costly, unclear if MECP would fund); 3) municipal-specific updates (SAAT or AVI) where there is support.

Poll: Do municipal staff feel HVA updates are necessary (or strongly desirable)? 43% yes, 57% no (7 responses)

- Yes – Toronto
- Interest in discussing further/being kept in the loop: Peel Region (not necessity but consistency/currency important), Halton Region (more internal discussion needed); Emily – happy to have one on one but don't expect an update to result in a big impact

Poll: do you favor the Durham (SAAT) approach for updating HVAs (as opposed to updating AVI)? 67% yes, 8% no, maybe 25% (12 responses)

ACTION – All municipalities to take these questions back for further discussion and provide a response to Jan Ivey (via email or at next Municipal Implementation Working Group meeting):

- Does the municipality want HVAs updated?
- If yes, what methodology is preferred?
- If yes, might the municipality consider incorporating the HVA update into its source water work plans?
- Engage municipal planners – is overlap/duplication of mapped features is an issue? (e.g., highly vulnerable aquifers (HVAs) delineated under the Clean Water Act vs. the previously mapped “areas of high aquifer vulnerability” under the Oak Ridges Moraine Conservation Plan)?

Adjourned: 11:41 am

## Jessica Kennedy

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**Subject:** FW: CTC HVA workshop - Summary  
**Attachments:** DOC\_20210826\_HVAworkshopMinutes\_FNL.pdf

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**From:** Stephanie Charity  
**Sent:** Wednesday, September 15, 2021 11:24 AM  
**Subject:** CTC HVA workshop - Summary

Hi Sue,

I just wanted to give you a summary of the Highly Vulnerable Aquifer Workshop run by the CTC Source Protection Region that I attended on August 26, 2021.

The purpose of the workshop was to discuss potential updates to current HVA mapping within the CTC Source Protection Region area.

Issues with the current mapping were identified for a variety of reasons (spotty, not consistent across CTC region, identifies large areas within Toronto). A new modelling method was presented by Durham Region which resulted in a more focused and reliable mapping of HVAs. It was then discussed whether there would be municipal support for updating HVAs across CTC Region using a similar method to Durham Region.

The following questions were posed to the municipalities for discussing at next implementation working group.

- Does the municipality want HVAs updated?
- If yes, what methodology is preferred?
- If yes, might the municipality consider incorporating the HVA update into its source water work plans?
- Engage municipal planners – is overlap/duplication of mapped features an issue? (e.g., highly vulnerable aquifers (HVAs) delineated under the Clean Water Act vs. the previously mapped “areas of high aquifer vulnerability” under the Oak Ridges Moraine Conservation Plan)?

East Garafraxa RMO perspective: There are no policies for HVAs that apply to lands within East Garafraxa therefore updating the HVAs would not have a significant impact on planning approvals/implementation of Clean Water Act within the Township.

Dwight or I will attend the next CTC Implementation working group meeting and provide answers to the CTC regarding the above questions on behalf of the Township.

Regards,

Stephanie

**Stephanie Charity, P.Geo.**  
Hydrogeologist

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**LAKE ERIE SOURCE PROTECTION REGION  
SOURCE PROTECTION PLAN IMPLEMENTATION WORKING GROUP**

**AGENDA**

**Zoom Meeting  
September 22, 2021  
9:30 a.m. – 11:30 a.m.**

**9:30 a.m.**

**Welcome**

- Introductions

**Source Protection Program**

- Provincial update

**Plan Implementation and Reporting**

- Proposed changes to the Director's Technical Rules: presentation and discussion about proposed impervious surface area data sets
- Proposed draft hydrocarbon pipelines policies for Lake Erie Region

**Member Updates**

- Noteworthy updates, e.g., ideas, anecdotes, valuable information, questions, etc.

**11:30 a.m.**

**Adjourn**

**Next Meeting Dates:**

**SPC:** December 2, 2021 at 1:00pm – Zoom meeting

**IWG:** October 27, 2021 at 9:30am – Zoom meeting

## Jessica Kennedy

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**Subject:** FW: AGENDA: Lake Erie Region Municipal Implementation Working Group - September 22, 2021  
**Attachments:** SPC-21-09-02 Hydrocarbon Pipeline Draft Policies.pdf; Memo to IWG - Generating an Updated Impervious Surface Layer.pdf; Draft Hydrocarbon Pipeline Policy -Cost Recovery.pdf; Memo to IWG - Generating an Updated Impervious Surface Layer.pdf; Memo to IWG - Generating an Updated Impervious Surface Layer.pdf; Memo to IWG - Generating an Updated Impervious Surface Layer.pdf; Memo to IWG - Generating an Updated Impervious Surface Layer.pdf

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**From:** Emily Hayman

**Sent:** Friday, September 17, 2021 10:58 AM

**Subject:** RE: AGENDA: Lake Erie Region Municipal Implementation Working Group - September 22, 2021

As promised, meeting materials for the Implementation Working Group meeting on September 22, 2021 are attached to this e-mail. Context on each attached document is provided below. We look forward to any comments or suggestions that members may have regarding the attached.

**Memo – Generating an Updated Impervious Surface Layer**

A proposed method for generating an updated watershed-wide layer of impervious surfaces (de-icing material application areas) is presented, along with recommended data inputs. This layer is intended as a useful base layer for any upcoming % impervious surface area recalculation work.

**SPC Report – Liquid Hydrocarbon Pipeline Threat Policy Update**

An updated liquid hydrocarbon pipeline threats assessment and policy approaches were brought to the IWG meeting in February 2021. Since that time, Lake Erie Region staff consulted with the County of Brant, the City of Brantford and Haldimand County when developing draft liquid hydrocarbon pipeline policies, as they are the most directly impacted municipalities. These policies were brought to the Source Protection Committee meeting on September 9, 2021.

**Draft Cost Recovery Policy for Liquid Hydrocarbon Pipeline Threat**

In addition to the draft pipeline policies in the attached SPC report, Lake Erie Region staff and Haldimand County are proposing a draft policy for cost recovery of any work undertaken by the municipality as a result of a liquid hydrocarbon pipeline threat, either required by a regulator or supported through due diligence or best practices.

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**From:** Ilona Feldmann <[ifeldmann@grandriver.ca](mailto:ifeldmann@grandriver.ca)>

**Sent:** September 3, 2021 10:14 AM

**Subject:** AGENDA: Lake Erie Region Municipal Implementation Working Group - September 22, 2021

**To:** Implementation Working Group Members,

Please find attached the agenda for the IWG Zoom meeting on September 22, 2021 and notes from the June 23, 2021 meeting.

Additional meeting materials will be circulated closer to the 22<sup>nd</sup>.

Regards,

Ilona Feldmann  
Source Protection Program Assistant  
Grand River Conservation Authority

400 Clyde Road  
Cambridge, Ontario N1R 5W6  
P: (519) 621-2761 ext. 2318  
[www.grandriver.ca](http://www.grandriver.ca)





## Draft pipeline policy Haldimand – cost recovery

To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act ceases to be or never becomes a significant / moderate or low drinking water threat, where the activity is or would be a significant / moderate or low drinking water threat, pipeline owners should, upon request by the municipality, reimburse costs borne by the municipality where work in relation to this activity is required by a regulator with regards to protecting drinking water sources, or where the work identified by the drinking water system owner is supported based on due diligence and best practices as it relates to source protection and the protection of public health.

(existing and future)

## Memorandum

**To:** Lake Erie Source Protection Region Implementation Working Group

**From:** Lake Erie Source Protection Staff

**Date:** September 2021

**RE:** Generating an Updated Impervious Surface Layer

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### **Purpose:**

Proposed changes to the Clean Water Act, 2006 Technical Rules and the Tables of Drinking Water Threats will likely trigger a need to calculate / recalculate percent impervious surface area data in some areas of the Lake Erie Source Protection Region (LESPR). Knowledge on the location of surfaces where de-icing material is likely to be applied is a necessary input for this work. For some drinking water systems, detailed data on such surfaces may be available; in others, manual digitization from orthoimagery may be a feasible alternative. However, there are many cases where either of these approaches may not be available. For such instances, LESPR staff are researching the possibility of creating a surrogate layer of such surfaces that covers the entire region and can be used where needed. This report presents findings on the best data sources and a proposed methodology for creating this layer, in order to generate comments and feedback from concerned parties.

### **Data Sources:**

In reviewing possible sources, staff have considered the accuracy, currency, and suitability of the data for the proposed work – both in terms of the spatial and non-spatial attributes of the data.

#### **Roads**

Because they are a key surface where de-icing material can be applied, the quality of road input data is perhaps more important than any other – and staff have reviewed a number of possible sources. Some land-cover (raster) layers include the location of roads, but it was found that the accuracy of these tends to be limited by the cell-size of the raster (with road widths often exaggerated).

Staff have also found that road data is available in road-network line layers – with the two key options being the Ontario Road Network (ORN) layer and the National Road Network layer from [open.canada.ca](https://open.canada.ca). A spot check of 70 random

points was undertaken with the latest Google Earth imagery to check the location and attribute information (surface type, number of lanes, etc.) of both layers. Although neither layer is perfect, both have been found to be accurate enough for the proposed work. We propose to use the National Road Network layer as the best option because it includes information on the number of lanes. This can be used to estimate road widths that are more accurate than those provided in the land-cover layers.

It is worth noting that the application rate of de-icing material on roads often varies (with busier roads often being salted more frequently). Although this is a useful factor to consider, staff have found that such data tends to be only available in certain areas, and will be too difficult to acquire across the entire region.

### Other Surfaces

De-icing material is also often applied on other surfaces such as driveways, parking lots, sidewalks, trails and airport runways. In order to generate a layer that is complete, it is important to consider these surfaces as well. Most useful would be a source that already accurately delineates such surfaces, but staff have found that this is not available for the entire region. A second option is to use orthoimagery to delineate such areas manually or using an automated image classification process, but this is likely to be too time-consuming or costly.

Therefore, staff have concluded that the most feasible option is to use land-cover layer information, and estimate the proportion of surfaces where de-icing material can be applied using a sampling method, for each of the land categories therein. For this purpose, staff have reviewed four prospective source layers: SOLRIS, AAFC Annual Crop Inventory, ESRI Land Cover layer, and GRCA's LandCover2017 layer (provided by 4DM). Similar to the road layers, 100 random points were generated and each layer was compared to the latest Google Earth imagery to get a sense of their accuracy and currency.

Based on this analysis, staff are proposing the LandCover2017 layer as the best option. Although both the AAFC and ESRI layers are more current, the LandCover2017 layer has the advantage of having separate categories for residential and commercial/industrial land uses. This is a distinction that staff believe is useful to make, and is not provided in the other layers. In addition, the LandCover2017 layer was determined to be the most accurate based on the random spot check analysis. It should be noted that this layer is available only in the Long Point Region and Grand River Source Protection Areas. It is proposed that the ESRI Land Cover layer be used in its place, for the Catfish Creek and Kettle Creek Source Protection Areas.

## **Methodology**

The proposed methodology, outlined below, has been designed in consideration of the available source data discussed above. It is intended to provide a standardized layer of de-icing material application areas across the entire LESPR, using a method that is a reasonable compromise between accuracy and cost.

The method for generating an updated impervious surface layer includes the following steps:

1. The road line-work from the National Road Network layer will be buffered based on the number of lanes multiplied by a typical width per lane. Staff currently propose a lane width of 3.5 metres for this purpose, but are open to other suggestions. Some road classes where de-icing material is not likely to be applied, (e.g. “alleyway / lane”), may be removed from the layer.
2. The existing road cells in the LandCover2017 raster layer will be removed using the nibble tool in ArcGIS, which will replace them with the non-road categories of the adjacent land uses (e.g. residential, commercial/industrial, etc.). This will take care of the fact that in many cases the road cells as shown in the layer extend beyond the width of the buffered line layer that will be replacing them. The raster will then be converted into a polygon and the roads from the buffered National Road Network layer will be inserted, replacing the existing land cover values wherever they overlap.
3. The land-use categories in the resulting layer will then be grouped into four classes: Roads, Residential, Commercial/Industrial, and Other. The last category will consist of those land uses where de-icing material is unlikely to be applied (e.g. grasslands, forests, barren lands, etc.). However, due to minor data inaccuracy, it is possible that they could contain a few de-icing application areas. Therefore, it will be worthwhile considering such land uses – but not individually.
4. For the road category, the proportion of de-icing material application area will be assumed as 100%. For the others, a random point sampling approach will be used to generate an estimate. This will be done using the CreateRandomPoints tool in ArcGIS, and generating 500 random points within each of the three categories. Based on a [sample size equation for dichotomous values](#), 500 points for each category will provide a margin of error of less than 5%, at a 95% confidence level.
5. Using the SWOOP 2020 orthoimagery (to be made available in the fall of 2021), a manual check will determine whether each point falls on a de-icing material application area. Then, for each category, the proportion of the points falling in de-icing material application areas versus non-application areas will be used to generate an estimate of the proportion for the entire category.

Once this is complete, the layer will be ready for % impervious surface area calculations, and further work at that time will help determine what aggregation method is best (e.g. 200 x 200 m window, window moving average approach, aggregation by vulnerable scoring area, etc.). The proportion of de-icing material application area estimated for each land-use category (e.g. roads = 100%, etc.) will be used to weight the surface area of each category in each aggregation area.

# Lake Erie Region Source Protection Committee

**Report number:** SPC-21-09-02

**Date:** September 9, 2021

**To:** Members of the Lake Erie Region Source Protection Committee

**Subject:** Liquid Hydrocarbon Pipeline Threat Policy Update

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## **Recommendation:**

THAT the Lake Erie Region Source Protection Committee receives report SPC-21-09-02 – Liquid Hydrocarbon Pipeline Threat Policy Update – for information, and

THAT the Lake Erie Region Source Protection Committee support Lake Erie Region staff to work with municipalities to continue to develop and finalize draft liquid hydrocarbon pipeline policies.

## **Summary:**

In Lake Erie Source Protection Region (LESPR) the establishment and operation of a liquid hydrocarbon pipeline was originally identified as a local threat. Two significant liquid hydrocarbon pipeline drinking water threats were identified in the County of Brant within Wellhead Protection Areas (WHPAs) at the Paris and St. George Wellfields. Lake Erie Region source protection plans have non-legally binding policies to address these threats.

In 2018, the Ministry of the Environment, Conservation and Parks (MECP) revised the Ontario Regulation 287/07 to include “the establishment and operation of a liquid hydrocarbon pipeline” as a prescribed drinking water threat. As a result of these changes, Lake Erie Region staff conducted an analysis of where the new prescribed threat poses a significant, moderate or low drinking water threat. In addition to the already identified significant hydrocarbon pipeline threats, moderate and low hydrocarbon threats were identified in WHPAs, IPZs and HVAs.

Lake Erie Region staff have been working with municipalities most impacted by liquid hydrocarbon pipeline threats to develop a revised set of draft hydrocarbon pipeline policies. As the hydrocarbon pipeline industry is heavily regulated both federally and provincially, the source protection policies are proposed to focus on the need of operation, maintenance and response to emergencies related to pipelines including consideration for drinking water systems that could be impacted and the location of the drinking water system to be identified in emergency planning zones.

Proposed draft hydrocarbon pipeline policies are in Table 1 and Table 2 of Appendix B. The proposed policies would be for significant, moderate and low hydrocarbon pipeline drinking water threats within WHPAs and IPZs. Lake Erie

Region staff will continue to work on developing hydrocarbon pipeline policies with the support of municipalities in Lake Erie Region. A set of refined and municipally supported draft hydrocarbon pipeline policies will be brought to a future Source Protection Committee meeting for inclusion into the four source protection plans in Lake Erie Region.

## **Report:**

### **Background**

During the initial round of source protection planning, liquid hydrocarbon pipelines were not included in regulation as a prescribed drinking water threat. For threats relating to oil pipelines, the Lake Erie Region Source Protection Committee applied to the Director of the Source Protection Programs Branch to consider a request to add this as a local threat. The application was made in February 2011 and the Director approved the conveyance of oil by way of underground pipeline in June 2011 as a local threat in the Grand River, Long Point Region, Catfish Creek and Kettle Creek source protection areas.

Through the local threat initiative, two significant drinking water threats were identified in the Grand River watershed within the County of Brant. They are located in the Paris North and St. George Wellhead Protection Areas (WHPAs).

In July 2018, the “establishment and operation of a liquid hydrocarbon pipeline” was added as a prescribed drinking water threat to General Regulation (O. Reg. 287/07) under the *Clean Water Act* to consistently require the assessment of risk that liquid hydrocarbon pipelines pose to sources of drinking water across all source protection areas.

Lake Erie Region (LER) staff have been working closely with municipalities directly impacted by liquid hydrocarbon pipelines (County of Brant, City of Brantford and Haldimand County) to develop draft policies in light of the establishment and operation of a liquid hydrocarbon pipeline being added as a prescribed threat.

### **Technical Review of Drinking Water Threat Liquid Hydrocarbon Pipelines**

LER staff updated the risk assessment using the threats approach to identify existing pipelines and whether they would be a significant, moderate or low drinking water threat given the new circumstances provided by the province, and determine the vulnerable areas where new pipelines would be a potential significant, moderate or low threat to drinking water sources.

There are multiple companies that transport liquid hydrocarbon products in pipelines through the Lake Erie Source Protection Region. They cross the drinking water vulnerable areas of: WHPAs, intake protection zones (IPZs) and highly vulnerable aquifers (HVAs). Significant groundwater recharge areas (SGRAs) are not considered in water quality risk assessments.

Table 1 below presents a summary of the threats risk assessment of liquid hydrocarbon pipelines in the Lake Erie Region. Map 1 through Map 3 are included in Appendix A. Map 1 shows the locations of the current known liquid

hydrocarbon pipelines in LESPR. Map 2 and Map 3 show liquid hydrocarbon pipelines that cross through WHPAs and IPZs in Lake Erie Region.

**Table 1: Summary of Risk Assessments of Liquid Hydrocarbon Pipelines in the Lake Erie Source Protection Region**

<b>Risk Level</b>	<b>Vulnerable Area, Vulnerability Score</b>	<b>Existing Pipelines</b>
Significant	<ul style="list-style-type: none"> <li>• WHPA-B St. George, score 10</li> <li>• WHPA-B Paris North, score 10</li> </ul>	There are two <b>existing</b> locations where liquid hydrocarbon pipelines cross over WHPAs in the County of Brant. These threats were confirmed in the first round of planning.
Moderate / Low	<ul style="list-style-type: none"> <li>• WHPA-B&amp;C St. George, score 8</li> <li>• WHPA-B&amp;C Paris North, score 8</li> <li>• WHPA-C St. George, score 6</li> <li>• WHPA-B, C, D Paris North, score 6</li> <li>• IPZ-3 Brantford, Dunnville Emergency Intake, Ohsweken, score 5&amp;6</li> <li>• IPZ-1 Nanticoke, score 5</li> <li>• HVAs, score 6 (all)</li> </ul>	<p>There are multiple <b>existing</b> liquid hydrocarbon pipelines that cross WHPAs, IPZs and HVAs.</p> <p>Pipelines cross HVAs in the central region of the Grand River SPA.</p> <p>SGRAs are not considered in the threats assessment per the <i>Clean Water Act</i>.</p>

### **Hydrocarbon Pipeline Regulatory Bodies**

There are both federal and provincial bodies that are responsible for assessment and regulation of oil pipelines in Ontario. At a federal level, the Impact Assessment Agency of Canada assesses the impacts of major Canadian projects, including pipelines that transport liquid hydrocarbons. Regulatory responsibilities associated with pipeline and oil and gas transmissions (i.e., transportation) fall under the jurisdiction of the Canada Energy Regulator (the replacement agency for the former National Energy Board). At a provincial level, the Ontario Energy Board is responsible for any pipeline wholly contained within Ontario.



## **Policies for Liquid Hydrocarbon Pipelines**

### **Current Approved Policies for Liquid Hydrocarbon Pipeline**

In January 2011, the Lake Erie Region Source Protection Committee decided not to include policies for low and moderate drinking water threats in the first source protection plans due to having a large scope of mandatory work (Report SPC-11-01-03 Optional Policies for Source Protection Plan). To date, there are no low and moderate drinking water threat policies in Lake Erie Region Source Protection Plans, including for liquid hydrocarbon pipeline threats.

The current Lake Erie Region's source protection plan (SPP) policies for significant liquid hydrocarbon pipeline threats are non-legally binding (Appendix B, Table 1). These policies apply to significant liquid hydrocarbon pipeline threats only, including the pipeline in the WHPA-B of the St. George Wellfield and in the WHPA-B of the Paris North Wellfield (both located in the County of Brant).

### **Policy Approach for Liquid Hydrocarbon Pipeline**

Within Lake Erie Region hydrocarbon pipelines cross the Grand River upstream of several surface water intakes (Dunnville Emergency Intake, Brantford Intake, and Ohsweken Intake). The pipeline crossings are in an area of low vulnerability, therefore no policies are currently applied to these drinking water threats. Although the likelihood of a pipeline rupture is low, the consequences of a rupture could have significant impacts on downstream drinking water intakes. Due to the likely high impacts in case of a hydrocarbon pipeline rupture Lake Erie Region staff recommend that moderate and low policies be developed for both existing and future hydrocarbon pipelines within WHPAs and IPZs.

At this time, staff recommend low and moderate policies for hydrocarbon pipeline threats only, and any low and moderate threat policies for other prescribed drinking water threats would be considered on a case by case basis. Hydrocarbon pipeline policies would not be developed for highly vulnerable areas (HVAs) as the Source Protection Program focuses on municipal drinking water systems.

When developing revised source protection policies for liquid hydrocarbon pipelines the following factors were considered:

- There are limited source protection plan policy tools available for this provincially/federally regulated activity, and the *Clean Water Act* does not include prescribed instruments specific to liquid hydrocarbon pipelines.
- The hydrocarbon pipeline industry is already heavily regulated.
- Strive for policy consistency across source protection regions/areas impacted by liquid hydrocarbon pipelines.

Since the legal effect of both significant and low/moderate threat policies for liquid hydrocarbon pipelines are the same (non-legally binding), staff recommend the same policies for both.

Proposed liquid hydrocarbon pipeline policy approaches for significant, moderate and low drinking water threats are as follows:

1. Modify current approved policy for a new proposed pipeline to ensure the Canada Energy Regulator or Ontario Energy Board notifies the source protection authority and municipality of any new proposed pipeline and that the source protection authority documents any new proposed pipeline in the annual report
2. Managing existing and future liquid hydrocarbon pipelines identified as significant/moderate/low threats by requesting the Canada Energy Regulator, Ontario Energy Board, and TSSA ensure drinking water source protection is included as a risk factor in their regulatory decision making framework
3. Managing existing and future liquid hydrocarbon pipelines identified as significant/moderate/low threats by requesting pipeline owners to use best available source protection information when developing, operating and maintaining liquid hydrocarbon pipelines, including developing and updating emergency planning zones (EPZs).

LER staff are proposing to remove the existing Risk Management Plan (RMP) policy in the County of Brant chapter of the Grand River Source Protection Plan as it would be difficult to negotiate an RMP for a pipeline that spans over many properties and is not owned by the property owner. The County of Brant supports the removal of the RMP policy.

### **Proposed Draft Liquid Hydrocarbon Pipeline Policies**

Proposed draft policies for significant, moderate and low hydrocarbon pipeline drinking water threats are shown in Table 1 and Table 2, Appendix B. Staff at the County of Brant, City of Brantford and Haldimand County have been consulted with and are in support of the proposed hydrocarbon pipeline policies. Lake Erie Region staff will continue to engage with municipalities to develop liquid hydrocarbon pipeline policies.

LER staff recommend that the proposed policies for new (future) pipelines would apply to all municipal chapters in the Lake Erie Region source protection plans. Proposed policies for existing pipelines would apply in the County of Brant and Haldimand County source protection plan chapters.

### **Next Steps**

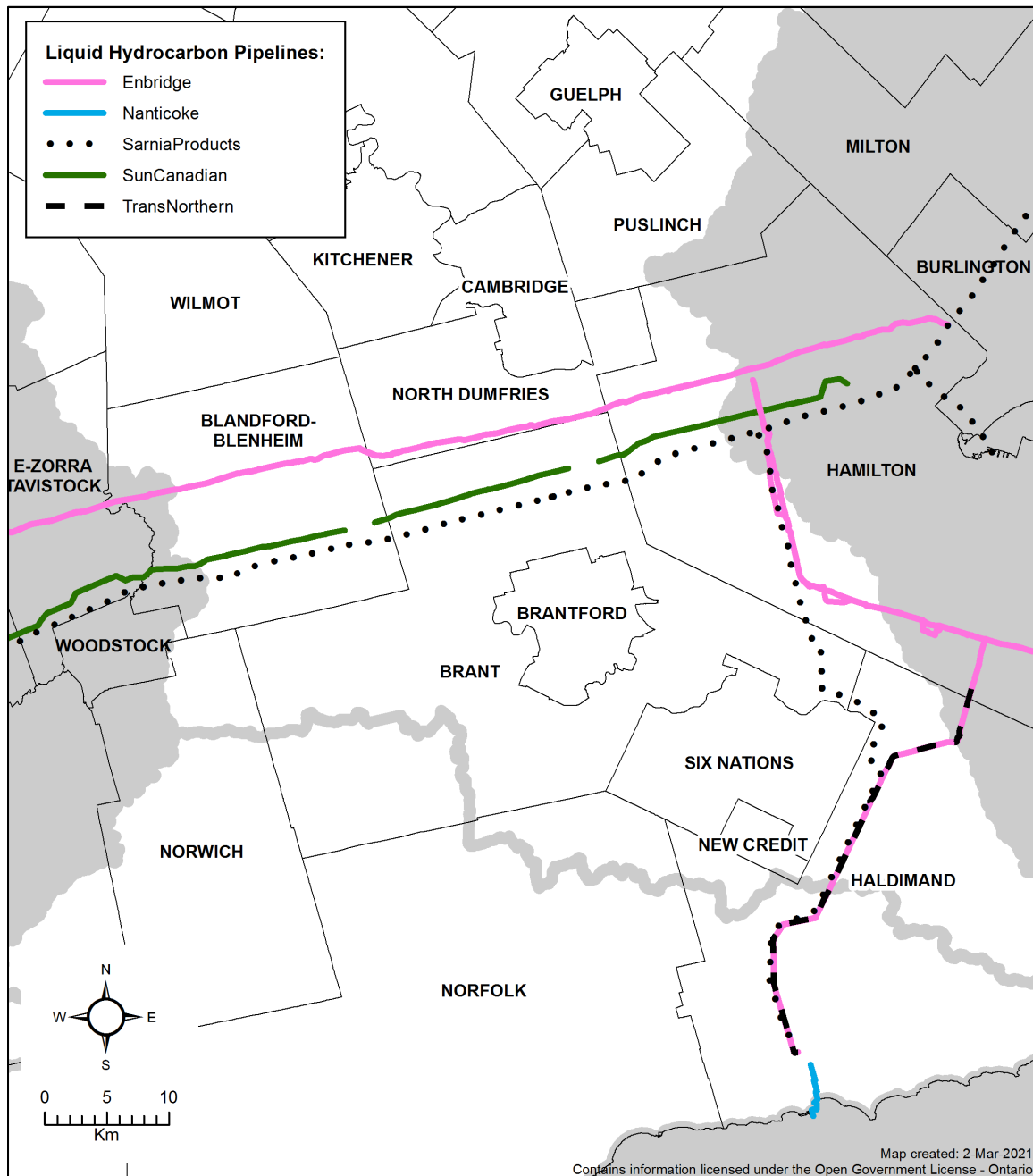
The proposed next steps are:

- Continue to work with municipalities in Lake Erie Region to develop draft liquid hydrocarbon pipeline policies.
- Continue to consult with other Source Protection Regions to strive for policy consistency across source protection regions/areas impacted by liquid hydrocarbon pipelines.
- Bring a set of draft hydrocarbon pipeline policies that municipalities support to a future Source Protection Committee meeting for inclusion into the four source protection plans in Lake Erie Region

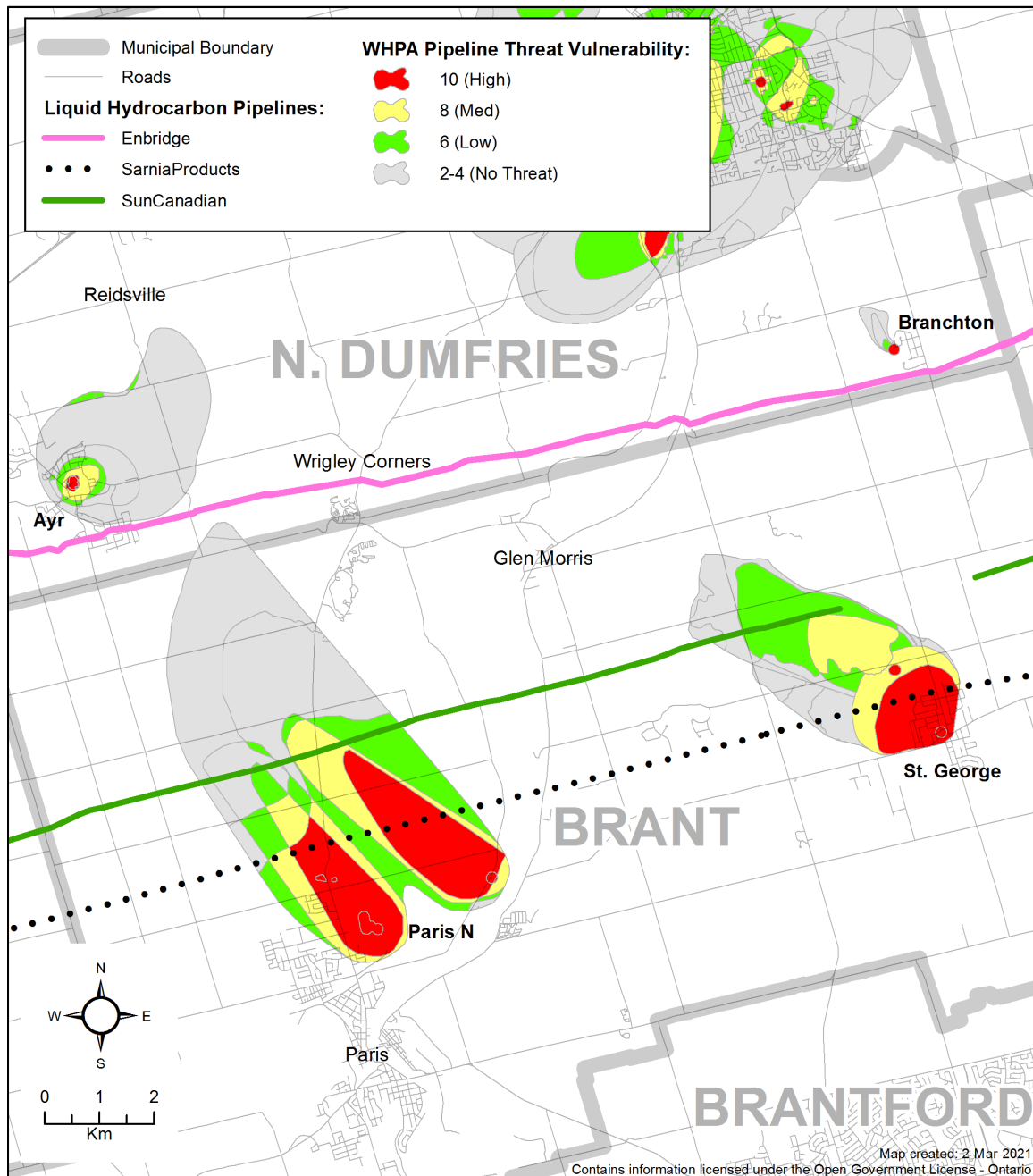
<b><u>Prepared by</u></b>	<b><u>Approved by:</u></b>
Emily Hayman Source Water Hydrogeologist	Martin Keller Source Protection Program Manager

**Appendix A: Maps detailing the locations of currently known liquid hydrocarbon pipelines in Lake Erie Source Protection Region and those which cross through WHPAs and IPZs**

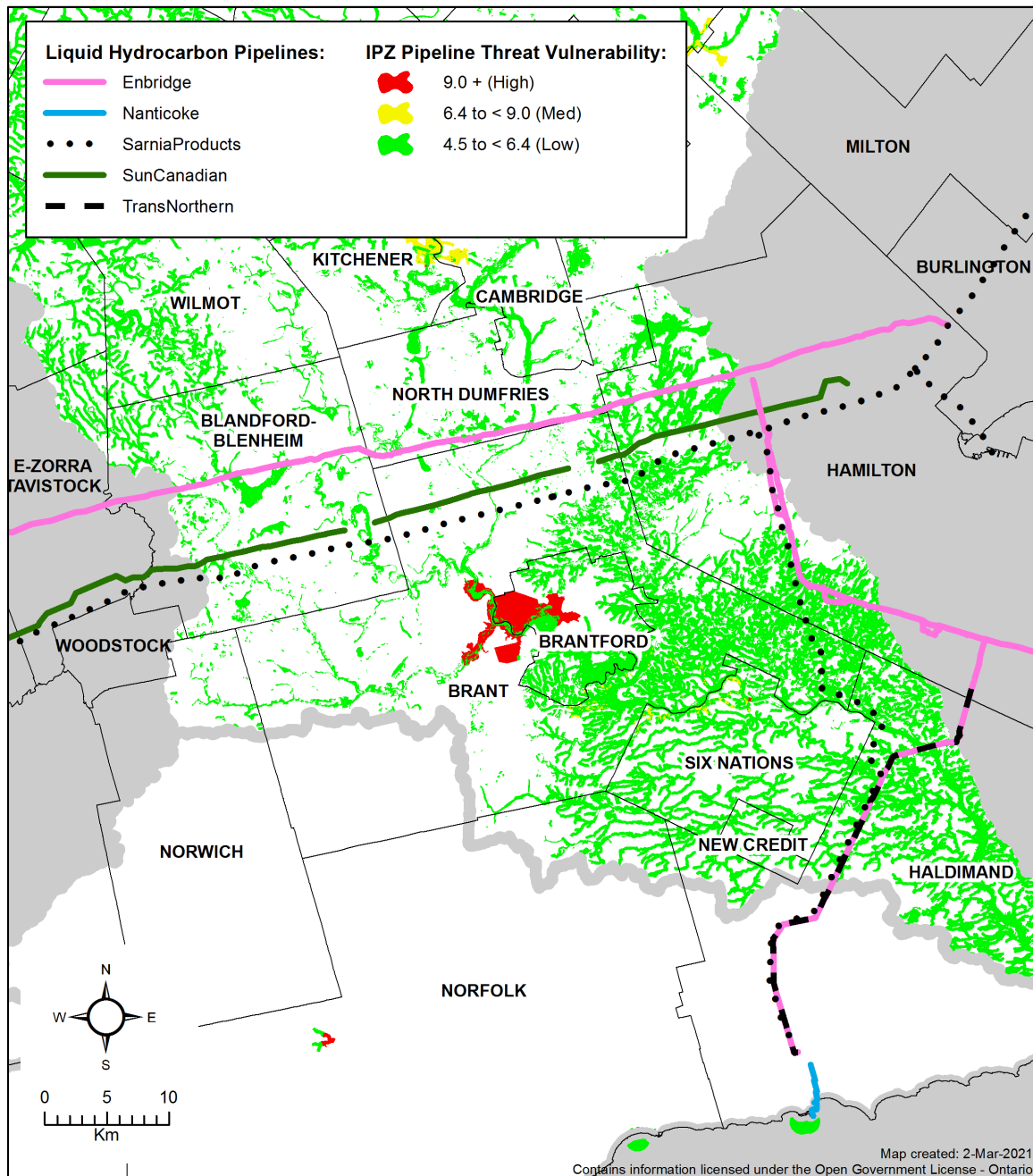
**Map 1: Location of the Current Known Liquid Hydrocarbon Pipelines in Lake Erie Source Protection Region**



**Map 2: Location of the Current Known Liquid Hydrocarbon Pipelines in Wellhead Protection Areas in Lake Erie Region**



**Map 3: Location of the Current Known Liquid Hydrocarbon Pipelines in Intake Protection Zones in Lake Erie Region**



## **Appendix B: Proposed draft liquid hydrocarbon pipeline policies**



**Table 1: Significant Drinking Water Threat Policies for Liquid Hydrocarbon Pipelines in Lake Erie Region**

Policy Approach	Policy Applicability	Current Approved Policies	Proposed Draft Policies
Ensure Drinking Water Source Protection is considered in decisions by regulators	Existing and/or Future Specify Action WHPA-A v.10 WHPA-B v.10 WHPA-E v.9 IPZ-1 v.9&10 IPZ-2 v.9	N/A	To reduce the risks to drinking water from the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act, where the activity is or would be a significant drinking water threat, the Canada Energy Regulator, Ontario Energy Board, and Technical Standards and Safety Authority (TSSA) <u>should ensure</u> that drinking water source protection is considered as a risk factor in their regulatory decision making framework.
Ensure pipeline owners use best available source protection information	Existing and/or Future Specify Action WHPA-A v.10 WHPA-B v.10 WHPA-E v.9 IPZ-1 v.9&10 IPZ-2 v.9	N/A	To reduce the risks to drinking water from the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act, where the activity is or would be a significant drinking water threat, pipeline owners <u>should ensure</u> that best available source protection information is used such as up to date vulnerable areas in assessment

Policy Approach	Policy Applicability	Current Approved Policies	Proposed Draft Policies
			reports when developing, operating and maintaining liquid hydrocarbon pipelines, including developing and updating emergency planning zones (EPZs).
Ensure Source Protection Authority is notified of new proposed pipelines	Existing and/or Future Specify Action WHPA-A v.10 WHPA-B v.10 WHPA-E v.9 IPZ-1 v.9&10 IPZ-2 v.9	<p>To reduce the risks to drinking water from the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act, where the activity is or would be a significant drinking water threat, the Canada Energy Regulator Ontario Energy Board, and the pipeline proponent are encouraged to provide the Source Protection Authority and the County the location of any new proposed pipeline within the County and/or Source Protection Area.</p> <p>The Source Protection Authority should document in the annual report the number of new pipelines proposed within vulnerable areas if a pipeline has been proposed and/or application has been received.</p>	<p>To reduce the risks to drinking water from the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act, where the activity is or would be a significant drinking water threat, the Canada Energy Regulator Ontario Energy Board, and the pipeline proponent <u>should ensure</u> that the Source Protection Authority and the County are provided the location of any new proposed pipeline.</p> <p>The Source Protection Authority should document in the annual report the number of new pipelines proposed within vulnerable areas if a pipeline has been proposed and/or application has been received.</p>

Policy Approach	Policy Applicability	Current Approved Policies	Proposed Draft Policies
Manage liquid hydrocarbon pipelines through S.58 Risk Management Plans (RMP)	Existing Specify Action WHPA-A v.10 WHPA-B v.10	<p>To reduce the risk to drinking water from the establishment and operation of a liquid hydrocarbon pipeline where the activity would be a significant drinking water threat, this activity shall be designated for the purpose of Section 58 of the Clean Water Act, 2006 and a Risk Management Plan shall be required. The Risk Management Plan may include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Evaluation of existing Spills Prevention Plans/ Spill Contingency Plans;</li> <li>b. An evaluation of communication plans and training protocols with respect to management of a spill;</li> <li>c. Additional measures to reduce the likelihood that a spill or leak would be a risk to drinking water sources; and</li> <li>d. Ensure all applicable provisions of Ontario Regulations O. Reg. 210/01</li> <li>e. Ensure the protection of drinking water sources by including the following; <ul style="list-style-type: none"> <li>i. Best Management Practices for spill management;</li> <li>ii. proof of ability to pay for clean-up of potential contamination; and</li> </ul> </li> </ul>	Remove

Policy Approach	Policy Applicability	Current Approved Policies	Proposed Draft Policies
		iii. the appropriate frequency of inspections.	

**Table 2: Moderate and Low Drinking Water Threat Policies for Liquid Hydrocarbon Pipelines in Lake Erie Region**

Policy Approach	Policy Applicability	Current Approved Policies	Proposed Draft Policies
Ensure Drinking Water Source Protection is considered in decisions by regulators	Existing and/or Future Specify Action  WHPA-B v.6&8 WHPA-C v.6&8 WHPA-D v.6 WHPA-E v.4.5-<9 IPZ-3 v.4.5-<9	N/A	To reduce the risks to drinking water from the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act, where the activity is or would be a moderate or low drinking water threat, the Canada Energy Regulator, Ontario Energy Board, and Technical Standards and Safety Authority (TSSA) <u>should ensure</u> that drinking water source protection is considered as a risk factor in their regulatory decision making framework.
Ensure pipeline owners use best available source protection information	Existing and/or Future Specify Action  WHPA-B v.6&8 WHPA-C v.6&8 WHPA-D v.6 WHPA-E v.4.5-<9 IPZ-3 v.4.5-<9	N/A	To reduce the risks to drinking water from the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act, where the activity is or would be a moderate or low drinking water threat, pipeline owners <u>should ensure</u> that best available source protection information is used such as up to date vulnerable areas in assessment reports when developing, operating and maintaining liquid hydrocarbon pipelines,

Policy Approach	Policy Applicability	Current Approved Policies	Proposed Draft Policies
			including developing and updating emergency planning zones (EPZs).
Ensure Source Protection Authority is notified of new proposed pipelines	Existing and/or Future Specify Action WHPA-B v.6&8 WHPA-C v.6&8 WHPA-D v.6 WHPA-E v.4.5-<9 IPZ-3 v.4.5-<9	N/A	<p>To reduce the risks to drinking water from the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act, where the activity is or would be a moderate or low drinking water threat, the Canada Energy Regulator Ontario Energy Board, and the pipeline proponent <u>should ensure</u> that the Source Protection Authority and the County are provided the location of any new proposed pipeline.</p> <p>The Source Protection Authority should document in the annual report the number of new pipelines proposed within vulnerable areas if a pipeline has been proposed and/or application has been received.</p>

## **LAKE ERIE SOURCE PROTECTION REGION SOURCE PROTECTION PLAN IMPLEMENTATION WORKING GROUP**

### **Summary of Meeting Wednesday June 23, 2021**

#### **Working Group Members Present:**

Charity, Stephanie – Amaranth and East Garafraxa	Kontrec, Irena – Town of Orangeville
Davis, Evan – Wellington County	Krauss, Bob – Oxford County
Dickson, Linda – Chair	McIntosh, Rebecca, Region of Waterloo
Feldmann, Ilona – Lake Erie Source Protection Region	Pankhurst, Hayley – Halton Region
Hayman, Emily – Lake Erie Source Protection Region	Rider, Peter – City of Guelph
Ivey, Janet – CTC Source Protection Region	Sutherland, Stewart – Lake Erie Source Protection Region
Jacques, Craig – CTC Source Protection Region	Svensson, Tiffany – Municipality of Bayham / Town of Grand Valley
Keller, Martin – Lake Erie Source Protection Region	VanDalen, Shannon – Haldimand County
Kim-Brisson, Muriel - Municipality of Bayham and Town of Grand Valley	Vega, Carmen – City of Hamilton
	Vandermeulen, Emily – County of Wellington
	Woodend, Belinda – City of Brantford

#### **Welcome**

L. Dickson opened the meeting at 9:33am by welcoming everyone. A round table of introductions followed.

#### **Source Protection Program**

##### *Provincial update*

M. Keller shared that a regulatory proposal (phase 1) under the *Conservation Authorities Act, 1990*, has been released by the ministry and is in public consultation. Comments on the proposal are due June 27, 2021. A report on the proposed regulations will be presented to the GRCA board on June 25, 2021.

The ministry hosted a Source Protection Committee chairs meeting on June 14, 2021. Topics of discussion included the ministry's guidance for drinking water systems not addressed under the *Clean Water Act, 2006* (CWA). The Best Practices guide is expected to be released soon and will be shared with the Implementation Working Group (IWG) once it is available. The status of the Phase II changes to the Director's Technical Rules was mentioned briefly and is also anticipated to be released shortly.

T. Svensson asked if drinking water systems not addressed under the CWA refers to non-municipal systems, for example, small systems included in reg. 170 under the *Safe Drinking Water Act 2002* (SDWA). M. Keller replied that the guidance is for any non-municipal system which could include private wells as well. T. Svensson asked if using the guidance will be voluntary? M. Keller replied that use of the guidance will be voluntary.

**Action Item:** I. Feldmann will circulate the link to the June 25, 2021 Grand River Conservation Authority board agenda package that includes a report about the [regulatory proposal under the Conservation Authorities Act](#), to members.

### **Plan Implementation and Reporting**

*Proposed changes to the Director's Technical Rules: continued discussion about impervious surface area calculations*

M. Keller reminded Implementation Working Group (IWG) members that an impervious surface area memo was presented for discussion at the last IWG meeting.

The ministry is proposing to reduce the threshold for impervious surface areas from 80% to 30% as part of the changes to the Phase II Director's Technical Rules. This change will likely trigger an increased number of Significant Drinking Water Threats (SDWTs) for road salt application activities. The proposed changes also allow for more flexibility as to how impervious surface areas are calculated.

S. Sutherland presented three different methods for calculating impervious surface areas: grid, WHPAVSA and moving window average. For demonstration purposes, all three methods used the same underlying data from 2015.

#### Grid

Smaller grids provided more extreme values; larger grids provide increasingly average values. Data accuracy is very important with smaller grids, and it is possible that the public could potentially check the results with grid sizes less than 50m, e.g., property owner could use Google Earth to do their own rough calculations.

#### WHPAVSA

Upside of this method: it is very easy to implement; downside: because the areas are so large it is hard to get any values above the 30% threshold. Also, vulnerable areas are not always the same size so the percentages are not necessarily reflective of actual impervious surface areas. Dividing the areas further into urban versus rural results in higher values in urban areas.

#### Moving window average

This method is similar to the grid method but finer. The approach calculates impervious surface area for each grid cell and moving window. Upside of this method: more realistically models the impact of impervious surface areas on any given location; downside: finer grid is not as implementable. Percentage values above 30% start to appear as the grid size is reduced. Pros and cons are similar to the grid method.

A weighted technique was also added to the moving window average. The technique resulted in more areas with 30% or higher.

S. Sutherland explained the WHPAVSA method in more detail as per T. Svensson's request. P. Rider noted that the 2015 data may not be reflective of the current landscape. S. Sutherland replied that Lake Erie Region staff are looking into acquiring more recent data and hoping that municipalities have data suggestions. P. Rider felt that consistent methodology across Lake Erie Region municipalities was important. M. Keller commented that the flexibility in the proposed changes to the Director's Technical Rules allows Regions to figure out local solutions. E. Vandermeulen agreed with M. Keller, shared that Wellington County will likely want to use a small grid size (200mx200m or smaller), and suggested using the National Roads Network data. T. Svensson commented that Lake Erie Region should consider layering the National Roads



Network data with other factors, e.g., curb and gutter features. M. Keller asked how accessible curb and gutter data would be. T. Svensson thought that it may be a municipal data set. E. Vandermeulen suggested layering provincial or national road network data with local data. M. Keller commented that it would take a concerted effort to increase data accuracy in urban areas, and that it may not be worth the effort in the fringes. It could be a local decision to acquire better data.

M. Keller welcomed feedback from the IWG on the different methods presented. Lake Erie Region staff to look into sources for the best available data as a next step.

*Case study: DNAPL policy options for properties with small quantities of chemicals*

T. Svensson provided background on the case study. M. Keller asked how Mississippi-Rideau Source Protection Region was able to not identify DNAPLs outside of a vulnerability score of 10 as SDWTs. T. Svensson replied that the Risk Management Plan (RMP) DNAPL policy was specifically for activities associated with auto-body shops. E. Vandermeulen commented that Mississippi-Rideau Source Protection Region has not removed DNAPLs as a SDWT below a vulnerability score of 10, but rather have chosen to address them through education and outreach. T. Svensson responded that E. Vandermeulen's summary was correct.

J. Ivey commented that CTC Region is reviewing their DNAPL policies and exploring the idea of a threshold. CTC policies currently include exemptions for incidental quantities. M. Keller added that Wellington County recently added a 25L threshold to their policies. T. Svensson commented that DNAPL policy discussions among municipalities and source protection regions is in response to the lack of clarity and direction provided by the provincial DNAPL working group.

**Action Item:** I. Feldmann will circulate the Mississippi-Rideau SPC report that includes rationale and proposed revisions to the Region's DNAPL policies.

**Member Updates**

Wellington County

E. Vandermeulen shared that the County recently hired a source protection coordinator.

Lake Erie Region

M. Keller reported that Lake Erie Region has completed the s.34 "Wellington/ROW" Grand River Source Protection Plan update. The plan update will be presented to the Grand River Source Protection Authority June 25, 2021 for submission to the ministry. M. Keller thanked all those involved. M. Keller also shared that staff have also just started public consultation for the s.34 "Grand Valley" Grand River Source Protection Plan update.

**Adjourn**

L. Dickson concluded the meeting at 10:43am.



FOR IMMEDIATE RELEASE

### **Council Appoints New Mayor & Deputy Mayor**

MONO, ON (September 3, 2021) – During a Special Council Meeting held on September 3<sup>rd</sup>, Town of Mono Council formally received Mayor Laura Ryan's letter of resignation and declared the Mayor's Office vacant as required by the Municipal Act.

Following deliberations, Council elected to appoint a replacement as opposed to calling a bi-election, noting there will be a Municipal Election in just over a year.

Council voted unanimously to appoint Deputy Mayor Creelman as Mayor for the remainder of the current term. Council then declared the Deputy Mayor's seat vacant and appointed Councillor Fred Nix as the new Deputy Mayor.

As for the councillor seat left vacant by Nix becoming Deputy Mayor, Council will receive nominations from eligible candidates. Those wishing to apply have until 2 p.m. on Thursday October 7<sup>th</sup> to submit their nomination package to the Town Clerk. Full details on how to apply will be posted to the Town's website in the coming days.

Fred Simpson

Clerk

[fred.simpson@townofmono.com](mailto:fred.simpson@townofmono.com)

(519) 941-3599, 234



760 Peterborough County Road 36, Trent Lakes, ON K0M 1A0 Tel 705-738-3800 Fax 705-738-3801

September 9, 2021

**Via email only**

To: Premier Doug Ford – [doug.fordco@pc.ola.org](mailto:doug.fordco@pc.ola.org)  
Ontario Minister of Health Christine Elliott – [christine.elliott@pc.ola.org](mailto:christine.elliott@pc.ola.org)  
Dave Smith, MPP Peterborough-Kawartha – [dave.smith@pc.ola.org](mailto:dave.smith@pc.ola.org)  
David Piccini, MPP Northumberland-Peterborough South –  
[david.piccini@pc.ola.org](mailto:david.piccini@pc.ola.org)  
Laurie Scott, MPP Haliburton-Kawartha Lakes-Brock – [laurie.scott@pc.ola.org](mailto:laurie.scott@pc.ola.org)  
Ontario Association of Optometrists – [oaoinfo@optom.on.ca](mailto:oaoinfo@optom.on.ca)

**Re: OHIP Eye Care Resolution R2021-593**

Please be advised that during their Regular Council meeting held September 7, 2021, Council passed the following resolution:

Resolution No. **R2021-425**

Moved by Councillor Lambshead  
Seconded by Councillor Franzen

**Whereas** routine eye care is critical in early detection of eye diseases like glaucoma, cataracts, and macular degeneration, and the health of eyes is critical to overall health and quality of life; and

**Whereas** conditions that may be detected with an annual eye exam include Diabetes mellitus, Glaucoma, Cataract, Retinal disease, Amblyopia (lazy eye), Visual field defects (loss of part of the usual field of vision), Corneal disease, Strabismus (crosses eyes), Recurrent uveitis (an inflammation of the uvea, the middle layer of the eye that consists of the iris, ciliary body and choroid), Optic pathway disease; and

**Whereas** payments from OHIP have only increased 9% over the last 30 years, which has not come close to matching inflation of costs (which include rent, staff, utilities, equipment, taxes and supplies); and

**Whereas** the lack of funding makes it difficult to invest in modern technology, and newer technology means earlier detection of eye disease; and

**Whereas** the Provincial government's refusal to formally negotiate with Optometrists for more than 30 years has forced the Optometrists to absorb approximately 173 Million dollars annually in the cost to deliver eye care to Ontarians; and

**Whereas** the 2021 Ontario Budget did not address OHIP-insured eye care, Ontario Optometrists took action and voted to withdraw OHIP services starting

September 1, 2021, unless the government agrees to legally-binding negotiations to fund these services at least to the cost of delivery; and

**Whereas** this job action will jeopardize good eyecare for those who need the care of an optometrist the most and will have the greatest impact on the most vulnerable groups. Children, who's lifetime ability to learn and develop depends on good vision and to the elderly, who are at the greatest risk for vision-threatening ocular diseases;

**Now Therefore**, be it resolved that the Municipality of Trent Lakes requests that the Provincial government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and further

**That** the Provincial government address the OHIP-insured eye care immediately and enter into legally-binding negotiations with Ontario Optometrists to fund these services at least to the cost of delivery, prior to any job action taking place; and further

**That** a copy of this resolution be forwarded to Premier Ford, Ontario Minister of Health Christine Elliot, MPP Dave Smith, MPP David Piccini, MPP Laurie Scott, to the Ontario Association of Optometrists, and to all municipalities in Ontario.

Carried.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Clark'.

Jessie Clark, Director of Corporate Services/Clerk

cc: Ontario Municipalities

## Finance & Audit Committee Resolution

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Committee Meeting Date: August 31, 2021

Agenda Item: 6.g

Resolution Number: 2021-08-31- S89

Moved by: R. Crate

Seconded by: B. OStrander

Council Meeting Date: September 15, 2021

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"That the Finance and Audit, having previously supported the resolution from the City of Sarnia regarding 'Capital Gains Tax on Primary Residence', recommend that the correspondence from the Town of Niagara Lake, Town of LaSalle, Town of Greater Napanee, and the Municipality of Shuniah be received for information; and

**Further That** the Committee recommend that County Council support the correspondence items regarding this issue; and

**Further That** the Committee recommend that County Council direct staff to forward a copy of this resolution to the Right Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Doug Ford, Premier of Ontario, MP Phillip Lawrence (Northumberland-Peterborough South), the Honourable David Piccini (Northumberland-Peterborough South), and all Ontario Municipalities."

Carried   
Committee Chair's Signature

Defeated \_\_\_\_\_  
Committee Chair's Signature

Deferred \_\_\_\_\_  
Committee Chair's Signature

## Council Resolution

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Moved By J. Henderson

Seconded By B. Ostrander

Agenda  
Item 10.

Resolution Number  
2021-09-15-627

Council Date: September 15, 2021

"That County Council adopt all recommendations from the six Standing Committees, as contained within the Committees' Minutes (August 30, 31, and September 1, 2021 meetings), with the exception of the items noted within the agenda which require separate discussion, and, any items identified by Members which require separate discussion."

Recorded Vote  
Requested by

Councillor's Name

Deferred

Warden's Signature

Carried

Warden's Signature

Defeated

Warden's Signature



Department of Corporate Services  
1593 Four Mile Creek Road  
P.O. Box 100, Virgil, ON L0S 1T0  
905-468-3266 • Fax: 905-468-2959

[www.notl.org](http://www.notl.org)

June 24, 2021

**SENT ELECTRONICALLY**

Town of Fort Erie  
1 Municipal Centre Drive  
Fort Erie ON, L2A 2S6

Attention: Carol Scholfield, Dip.M.A., Manager  
Legislative Services/Clerk

Dear Ms. Schofield:

**RE: Capital Gain Tax on Primary Residence**

Please be advised the Council of The Corporation of The Town of Niagara-on-the Lake, at its regular meeting held on June 21, 2021 approved the following resolution:

*BE IT RESOLVED that Council endorse the correspondence from the Town of Fort Erie for the resolution regarding Capital Gains Tax on Primary Residence dated June 1, 2021.*

If you have any questions or require further information, please contact our office at 905-468-3266.

Yours sincerely,

Colleen Hutt  
Acting Town Clerk



## Community Services

### Legislative Services

June 1, 2021  
File #120203

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON K1A 0A6  
[Justin.trudeau@parl.gc.ca](mailto:Justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Honourable and Dear Sirs:

**Re: Capital Gains Tax on Primary Residence**

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

**Whereas** primary residences are currently exempt from a capital gains tax, and

**Whereas** currently secondary and additional non-primary properties are subject to capital gains, and

**Whereas** the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

**Whereas** smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

**Whereas** many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

**Whereas** a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

**Whereas** the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

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Mailing Address:

The Corporation of the Town of Fort Erie  
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: [www.forterie.ca](http://www.forterie.ca)



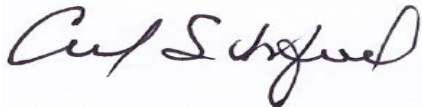
**Now therefore be it resolved,**

**That:** The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

**That:** A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.  
Manager, Legislative Services/Clerk

[cschofield@forterie.ca](mailto:cschofield@forterie.ca)

CS:dlk

c.c. All Members of Parliament  
All Members of Provincial Parliament  
The Regional Municipality of Niagara  
Ontario Municipalities



## Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario N9H 1S4  
Phone: 519-969-7770 Fax: 519-969-4029 [www.lasalle.ca](http://www.lasalle.ca)

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July 20, 2021

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON K1A 0A6  
[justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queens Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

RE: Fort Erie Resolution Regarding Capital Gains Tax on Primary Residence

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Honourable and Dear Sirs:

At the July 13, 2021 Regular Meeting of Council, Town of LaSalle Council gave consideration to correspondence received from the Town of Fort Erie, dated June 1, 2021, regarding Capital Gains Tax on Primary Residence.

At the Meeting, the following motion was passed:

That correspondence received from Fort Erie dated June 1, 2021 regarding Capital Gains on Primary Residence be received; and endorsed.

Correspondence received from the Town of Fort Erie is attached for your convenience.

Yours truly,

Linda Jean  
Deputy Clerk  
Town of LaSalle  
[ljean@lasalle.ca](mailto:ljean@lasalle.ca)

cc. All Members of Parliament  
All Members of Provincial Parliament  
The Town of Fort Erie  
Ontario Municipalities





## Community Services

### Legislative Services

June 1, 2021  
File #120203

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON K1A 0A6  
[Justin.trudeau@parl.gc.ca](mailto:Justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Honourable and Dear Sirs:

**Re: Capital Gains Tax on Primary Residence**

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

**Whereas** primary residences are currently exempt from a capital gains tax, and

**Whereas** currently secondary and additional non-primary properties are subject to capital gains, and

**Whereas** the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

**Whereas** smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

**Whereas** many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

**Whereas** a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

**Whereas** the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

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Mailing Address:

The Corporation of the Town of Fort Erie  
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: [www.forterie.ca](http://www.forterie.ca)

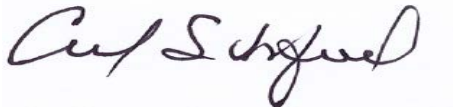
**Now therefore be it resolved,**

**That:** The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

**That:** A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.  
Manager, Legislative Services/Clerk

[cschofield@forterie.ca](mailto:cschofield@forterie.ca)

CS:dlk

c.c. All Members of Parliament  
All Members of Provincial Parliament  
The Regional Municipality of Niagara  
Ontario Municipalities

July 7, 2021

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON K1A 0A6  
[justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Honourable and Dear Sirs:

**Re: Correspondence received from the Town of Fort Erie regarding Capital Gains tax on Primary Residence**

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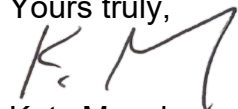
Please be advised that at the meeting held on June 22, 2021, the Council of the Town of Greater Napanee adopted the following resolution of support:

**RESOLUTION #321/21: Pinnell/Norrie**

That the correspondence from the Township of Scugog - June 10, 2021 be received;  
And further, That Council provide a letter of support to the Town of Fort Erie regarding Capital Gains Tax on Primary Residence. CARRIED.

Thank you for your attention in this matter.

Yours truly,



Katy Macpherson  
Legal Services Coordinator

Encl.

cc: All Ontario Municipalities



June 10, 2021

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON K1A 0A6  
Sent via email to: [Justin.trudeau@parl.gc.ca](mailto:Justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

**Re: Correspondence received from the Town of Fort Erie regarding Capital Gains tax on Primary Residence**

---

Honourable and Dear Sirs:

At the last regular General Purpose and Administration Committee meeting of the Township of Scugog held June 7, 2021, the Committee received and endorsed correspondence from the Town of Fort Erie dated June 1, 2021 with respect to Capital Gains Tax on Primary Residence. Attached please find a copy of the Town of Fort Erie's correspondence dated June 1, 2021.

Please be advised that Committee approved the following recommendation:

**"THAT** the correspondence received from the Town of Fort Erie regarding Capital Gains Tax on Primary Residence, be endorsed."

Please note that all recommendations made by the Committee are subject to ratification at the next Council meeting of the Township of Scugog, scheduled to take place on June 28, 2021.

Should you have any concerns, please do not hesitate to contact the undersigned.

Yours truly,

A handwritten signature in black ink that reads 'Becky Jamieson'.

Becky Jamieson  
Director of Corporate Services/Municipal Clerk  
Encl.

cc: Carol Schofield, Dipl.M.A. Manager, Town of Fort Erie, Manager, Legislative  
Services/Clerk  
All Members of Parliament  
All Members of Provincial Parliament  
The Regional Municipality of Niagara  
Ontario Municipalities



## Community Services

### Legislative Services

June 1, 2021  
File #120203

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON K1A 0A6  
[Justin.trudeau@parl.gc.ca](mailto:Justin.trudeau@parl.gc.ca)

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
[premier@ontario.ca](mailto:premier@ontario.ca)

Honourable and Dear Sirs:

**Re: Capital Gains Tax on Primary Residence**

The Municipal Council of the Town of Fort Erie at its meeting of May 31, 2021 passed the following resolution:

**Whereas** primary residences are currently exempt from a capital gains tax, and

**Whereas** currently secondary and additional non-primary properties are subject to capital gains, and

**Whereas** the Federal Government is currently looking into a primary residence capital gains tax as they have recognized that affordable housing has become a serious issue in Canada, and

**Whereas** smaller communities including the Town of Fort Erie are seeing unprecedented higher selling prices that are outpacing prices in larger cities, and

**Whereas** many hard-working Canadians who have only a primary residence with no additional non-primary homes count on their home equity as financial aid to apply to upsizing or downsizing their home depending on their personal situation, and

**Whereas** a change in taxation to primary residences would be a significant financial blow to Canadians and would create an unfair, two-tiered taxation which could lead to depleted savings, inter-generational disparities, disparities among diverse groups such as seniors who may have a significant portion of their savings vested in their primary residence, as well as, reducing the ability of home ownership thereby a further, higher need for rentals, and

**Whereas** the Federal government could look at other means to slow down the rapidly escalating housing costs to improve housing affordability;

...2

Mailing Address:

The Corporation of the Town of Fort Erie  
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: [www.forterie.ca](http://www.forterie.ca)



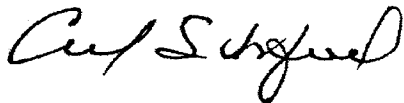
**Now therefore be it resolved,**

**That:** The Federal Government cease further consideration of eliminating capital gains tax exemptions on primary residences, and further

**That:** A copy of this resolution be circulated to The Right Honourable Justin Trudeau, The Honourable Doug Ford, Premier of Ontario, All Members of Parliament, All Members of Provincial Parliament, The Regional Municipality of Niagara, and all Municipalities, for their support.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.  
Manager, Legislative Services/Clerk

[cschofield@forterie.ca](mailto:cschofield@forterie.ca)

CS:dlk

c.c. All Members of Parliament  
All Members of Provincial Parliament  
The Regional Municipality of Niagara  
Ontario Municipalities

July 19, 2021

The Right Honourable Justin Trudeau  
Prime Minister  
House of Commons  
Ottawa, ON, K1A 0A6  
Justin.trudeau@parl.gc.ca

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1  
premier@ontario.ca

Dear Prime Minister Trudeau and Premier Ford,

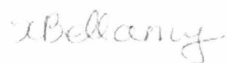
**RE: Support Resolution – Capital Gains Tax on Primary Residence**

Please be advised that, at its meeting on July 14, 2021, the Council of the Municipality of Shuniah resolved as follows:

That correspondence from the Town of Fort Erie regarding Capital Gains Tax on Primary Residence, be supported.

A copy of the above noted resolution is enclosed for your reference and consideration. We kindly request your support and endorsement for the Capital Gains Tax on Primary Residence.

Yours truly,



Kerry Bellamy  
Clerk

Cc: All members of Parliament  
All members of Provincial Parliament  
The Regional Municipality of Niagara  
Ontario Municipalities

## COUNCIL RESOLUTION

Resolution No.: 244-21

Date: Jul 14, 2021

Moved By: ~~Ron Giardetti~~ Don Smith Donna Blunt

Seconded By: Meghan Chomut

THAT Council hereby receives the following correspondence

- a. Board of Health minutes for meetings held May 19, 2021
- b. City of Port Colborne Resolution – Capital Gains Tax on Primary Residence
- c. Elimination of LPAT Resolution 2021-0115
- d. Letter from Premier Ford et al Re: Land Transfer Tax
- e. Letter to Prime Minister Trudeau re Capital Gains Tax Exemptions on Primary Residences
- f. LRCA comments on ERO Posting 019-2986, June 23, 2021
- g. Updating Environmental Assessment Requirements for Transmission Lines
- h. TBDSSAB Board Meeting Regular Session Minutes May 20, 2021
- i. Resolution 21-111 Scott Aitchison, MP Parry Sound Muskoka Support for 988 Crisis Line
- j. CP Remedial Program Notification
- k. Mississauga's Resolution
- l. TC Energy Investigation Expense Dig Notification
- m. Township of Scugog Correspondence re: Williams Point Road and Beacock Road School Bus Turnarounds

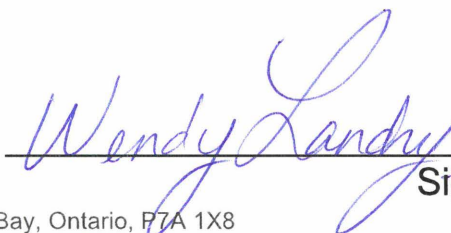
and the same be filed at the Clerk's Office.

☒ **Carried**

☐ **Defeated**

☐ **Amended**

☐ **Deferred**



Signature



September 17, 2021

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

sent via email: [premier@ontario.ca](mailto:premier@ontario.ca)

**Re: Structure Inventory and Inspections**

---

Dear Premier:

At the last regular General Purpose and Administration Committee meeting held September 13, 2021 the above captioned matter was discussed.

I wish to advise that the following resolution was passed which will be going forward for ratification at the September 27, 2021 Township of Scugog Council meeting:

**THAT** Report PWIS-2021-027, 2021 Structure Inventory and Inspections, be received;

**THAT** the Township of Scugog 2021 Ontario Structure Inspection Manual Inventory and Inspection Summary Report, prepared by Planmac Engineering Inc., be received;

**THAT** as part of the annual budget process, the Township continue to increase the amount of funding available for bridges and culverts through the continuation of Roads and Other Infrastructure Levy;

**THAT** as part of the annual budget process, the Township continue to increase the investment in bridge and culvert maintenance and repair through other means including identifying efficiencies and cost savings and applying for grants through other levels of government for major bridge and culvert replacements;

**THAT** the Township follow the principles of Asset Management and prioritize preventative maintenance such as waterproofing decks, repaving decks, repair concrete soffits, parapet walls, abutments and wingwalls, etc.

**THAT** the Province of Ontario and the Government of Canada be encouraged to provide more funding to rural municipalities to support infrastructure projects related to major bridge and culvert replacements; and

**THAT** a copy of the staff report and resolution be forwarded to the Premier of Ontario, Provincial Minister of Finance, Federal Finance Minister, MP Erin O'Toole, MPP Lindsey Park, AMO, Durham Region and all Ontario municipalities."

Should you require anything further in this regard, please do not hesitate to contact Kevin Arsenault, Capital Projects Technologist at 905-985-7346 ext. 138.

Yours truly,



Becky Jamieson  
Director of Corporate Services/Municipal Clerk  
Encl.

cc:

Kevin Arsenault, Capital Projects Technologist	<a href="mailto:karsenault@scugog.ca">karsenault@scugog.ca</a>
Honourable Chrystia Freeland, Federal Minister of Finance	<a href="mailto:chrystia.freeland@fin.gc.ca">chrystia.freeland@fin.gc.ca</a>
Honourable Peter Bethenfalvy, Ontario Minister of Finance	<a href="mailto:Minister.fin@ontario.ca">Minister.fin@ontario.ca</a>
Lindsey Park, MPP, Durham	<a href="mailto:Lindsey.park@pc.ola.org">Lindsey.park@pc.ola.org</a>
Erin O'Toole, MP	<a href="mailto:Erin.OToole@parl.gc.ca">Erin.OToole@parl.gc.ca</a>
Ralph Walton, Regional Clerk, The Regional Municipality of Durham	<a href="mailto:clerks@durham.ca">clerks@durham.ca</a>
Association of Municipalities of Ontario (AMO)	<a href="mailto:amo@amo.on.ca">amo@amo.on.ca</a>
All Ontario Municipalities	

# **THE CORPORATION OF TOWNSHIP OF EAST GARAFRAXA**

## **BY-LAW NUMBER 8-2016**

### **BEING A BY-LAW TO REGULATE FILMING OR SPECIAL EVENTS IN THE TOWNSHIP**

**NOW THEREFORE**, the Council of the Corporation of the Township of East Garafraxa hereby enacts as follows:

#### **Definitions**

1. In this By-law:
  - a. "Filming" means the activities required for the preparation or production of film cinematographic purposes outside a studio or film laboratory and includes the production of commercials and videos, but does not include current affairs, news casts, street interviews or home movies;
  - b. "Highway" means any public highway, road or street under the jurisdiction of the Township and shall include any bridge, sidewalk, boulevard, median, lane, alley, square or thoroughfare;
  - c. "Park" means any land owned or used by the Township as a public municipal park;
  - d. "Property" means any real property in the Township;
  - e. "Township" means the Corporation of the Township of East Garafraxa.

#### **Approval Required**

2. No person shall occupy any portion of a highway, property or park in the Township for filming purposes except in accordance with an approval issued pursuant to this By-law.

#### **Application for Approval**

3. Any person desiring to occupy a portion of highway, property or park for filming purposes shall apply for approval to the Clerk of the Township.

#### **Permit Required**

4. To obtain special event, or road occupancy permit, as applicable, the applicant shall agree to, or provide the following:
  - a. To comply with this By-law and any other by-laws of the Township;
  - b. To indemnify and save harmless the Township from any action, claim, damage or loss whatsoever and pay legal fees reasonably incurred by the Township arising from the issuance of the approval or the use of the highway, property or park;
  - c. To provide a certificate of insurance, satisfactory to the Township Solicitor, showing a comprehensive policy of public liability and property damage insurance for the filming event in respect to any one accident, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property in a minimum amount of \$5,000,000.00;
  - d. To provide a \$5,000.00 security deposit or an amount satisfactory to the Township Treasurer to ensure that the highway, property or park is restored to the condition it was in prior to its use or occupation.
  - e. The applicant shall accept full responsibility for traffic control, crowd control, barricades, safety precautions and clean-up.
  - f. Shall be responsible for signage, notifying Emergency Management System, including OPP and residents of the closure and/or event. Proof from the Emergency Service and OPP acknowledging the event must be provided.

#### **Revocation or Suspension of Approval for Non-Compliance**

5. The Clerk may revoke or suspend the approval forthwith without notice if an applicant fails to comply with the provisions of this By-law, any agreement entered into pursuant to this By-law or any approval issued pursuant to this By-law.

#### **Rights of Approval Holder**

6. Despite any other by-law of the Township, where an approval has been issued under this By-law, the holder of it may use the highway, property or park or part of it named in the approval for the purposes and during the period specified in the approval, upon the terms and conditions set out in the approval and as contained any agreement entered into pursuant to this By-law.

### Temporary Closure of Highways

7. The Township's Director of Public Works or designate may authorize the temporary closure of a highway, or portion of it, during the period specified in an approval issued pursuant to this By-law, and where a highway or portion of it has been temporarily closed under this section, no person shall use the highway or portion of it during the period of closure except for pedestrian traffic, emergency vehicles or under authority of the approval.

### Penalties

8. Any person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine in such amount as provided for by s. 61 of the *Provincial Offences Act*.

### General

9. The provisions of this By-law shall come into force and take effect upon its final passing.

BY-LAW READ A FIRST AND SECOND TIME THIS 8<sup>th</sup> DAY OF MARCH 2016

BY-LAW READ A THIRD TIME AND PASSED THIS 8<sup>th</sup> DAY OF MARCH 2016

*Original Signed by Susan Stone*

*Original Signed by Guy Gardhouse*

\_\_\_\_\_  
SUSAN M. STONE, CAO/CLERK-TREASURER

\_\_\_\_\_  
GUY GARHDOUSE, HEAD OF COUNCIL

**CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA**

**BY-LAW NUMBER XX-2021**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF AN  
AGREEMENT BETWEEN INTELIVOTE SYSTEM INC. AND  
THE CORPORATION OF THE TOWNSHIP OF EAST  
GARAFRAXA**

**WHEREAS** it is deemed expedient and desirable that the Township of East Garafraxa enter into an agreement with Intelivote Systems Inc. for the purpose of providing electronic voting services for the 2022 Municipal and School Board Elections.

**NOW THEREFORE** THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA BY THE MUNICIPAL COUNCIL ENACTS AS FOLLOWS:

1. That the Clerk be authorized to execute the agreement in the same form or substantially the same form as attached hereto as Schedule "A" which forms part of this By-Law.

BY-LAW READ A FIRST AND SECOND TIME THIS 28<sup>th</sup> DAY OF SEPTEMBER 2021

BY-LAW READ A THIRD TIME AND PASSED THIS 28<sup>th</sup> DAY OF SEPTEMBER 2021

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
HEAD OF COUNCIL



## MUNICIPAL VOTING CONTRACT

**Agreement for eVoting Services** made and effective this 26th day of August, 2021

BETWEEN:

**TOWNSHIP OF EAST GARAFRAXA**

Of 065371 Dufferin County Road 3, Unit 2, East Garafraxa, ON L9W 7J8  
(herein called "the Municipality")

- and -

**INTELIVOTE SYSTEMS INC.**

Of 202 Brownlow Avenue, Suite 900, Dartmouth, Nova Scotia, B3B 1T5  
(herein called "ISI")

**WHEREAS** ISI has developed application software, procedures and expertise to provide an electronic voting service incorporating voting through secure wireless, telephone and internet connections, in conjunction with mail-in votes and ballots cast in person at polling stations ("the ISI Service");

**AND WHEREAS** the Municipality wishes to obtain from ISI the use of the ISI Service to conduct its Election on the Election Date(s) defined in Article 1 below;

**AND WHEREAS** ISI and the Municipality wish to set forth the terms applicable to the use of the ISI Service for the Municipality's Election on the Election Date(s);

**NOW THEREFORE FOR** the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

### 1. Definitions

- 1.1 "Auditor" – means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.
- 1.2 "Candidate" means the same as the definition provided in the Municipal Elections Act, 1996, S.O. 1996, CHAPTER 32.
- 1.3 "Candidates' Agents" – means persons accredited by the Municipality as a candidate, or agent or scrutineer of a candidate.

- 1.4 “Candidate Reports”- means an electronic record in an agreed upon format produced and made available to Candidates’ Agents during the Voting Period at times agreed upon in advance between the Municipality and ISI showing the name or other identifier for each Eligible Elector recorded on the ISI Service for each Eligible Elector and which of those Eligible Electors have voted.
- 1.5 “Consulting Services”- means the services described in Schedule “A” hereof which are to be rendered by ISI.
- 1.6 “Contract Administrator”- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.
- 1.7 “Control Centre”- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.
- 1.8 “Election Date(s)”- means the following days: Monday, October 17, 2022 until Sunday, October 23, 2022 and October 24, 2022.
- 1.9 “Election Officials”- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Election, including the usual powers and authority of a Chief Electoral Officer (CEO) and/or returning officer, whose rulings ISI shall be compelled to comply with.
- 1.10 “Eligible Elector”- means a person who the Municipality has determined is eligible to vote in the Election and to whom a PIN has been provided.
- 1.11 “Interactive Voice Response” and “IVR”- means the capability for electors to listen to voting options and to cast a vote(s) through a telephone system including wireless phones.
- 1.12 “Internet Enabled Connection Service”- means the capability for electors to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.
- 1.13 “PIN”- means a unique personal identification number assigned to each Eligible Elector.
- 1.14 “Telephone Voting Number”- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a telephone including a wireless telephone and cast their votes.
- 1.15 “Voting Decision”- means one or more slates of candidates in which the elector is entitled to vote in a predetermined manner and any number of questions on which the elector is entitled to vote.

- 1.16 "Voting Period"- means the hours designated by the Municipality during the Election Date(s) during which Eligible Electors are entitled to cast their vote.
- 1.17 "Website Voting Address"- means a secure Internet Protocol address to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a web browser and cast their votes.

## **2. Provision of ISI Services**

- 2.1 ISI hereby agrees to provide the use of the ISI Service to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

## **3. Specifications**

- 3.1 The ISI Service shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI Service and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.
- 3.2 The ISI Service shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- 3.3 The ISI Service shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.
- 3.4 Access to the ISI Service via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Period unless directed by the Election Officials to extend or reduce the Voting Period.

- 3.5 The ISI Service shall enable the Auditor to access the ISI Service and cast auditing votes during the Voting Period which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI Service is functioning properly.
- 3.6 The ISI Service shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Period.
- 3.7 The ISI Service shall enable ISI personnel to shutdown the ISI Service and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- 3.8 The ISI Service shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

#### **4. Contract Administration**

- 4.1 Each party shall designate the name, address, telephone, fax and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:

Name: Dean Smith  
Telephone: (902) 481-1156  
Email: Dean.smith@intelivote.com

The primary Contract Administrator for the Municipality shall be:

Name: Jessica Kennedy  
Telephone: (226) 259-9400  
Email: jkennedy@eastgarafraxa.ca

- 4.2 Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.
- 4.3 The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Eastern Time, excluding lunch hours and a reasonable number of days spent out of the office and shall respond within one (1) business day of the receipt of any request for information or request for decisions that are communicated between the Contract Administrators.

- 4.4 Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.
- 4.5 Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.
- 4.6 If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

## **5. Obligations of the Municipality**

- 5.1 The Municipality shall:
  - 5.1.1. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
  - 5.1.2. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI Service as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.
  - 5.1.3. Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.
  - 5.1.4. Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, Voter Help Centres.
  - 5.1.5. Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

## **6. Obligations of ISI**

- 6.1 ISI shall:

- 6.1.1. Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.2. Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;
- 6.1.3. Provide the ISI Service functioning in accordance with the Specifications set out in Clause 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Period;
- 6.1.4. Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";
- 6.1.5. Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI Service providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI Service;
- 6.1.6. Ensure that the voting instructions are available on the ISI Service during the Voting Period;
- 6.1.7. Make available online to the Election Official and/or Auditor at the end of the Voting Period the results of votes cast for each candidate and question; and
- 6.1.8. Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.

## **7. Fee and Payment Terms**

- 7.1 The Municipality agrees to pay to ISI:
  - 7.1.1. A base services fee equal to \$1.35 per Eligible Elector being the number of eligible and enumerated electors in the ISI Service on Election Day(s);
  - 7.1.2. A services and postage fee equal to \$1.35 per Eligible Elector for the creation, printing and distribution of Voter Instruction Letters;

- 7.1.3. Any fees for additional consulting services described in Schedule “B”;
- 7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
  - a) 30% of the base services fee of \$1.35 per Eligible Elector on execution of this Agreement, based on the number of Eligible Electors as determined by the previous list of electors used for the most recent Election held in the Municipality, when invoiced by ISI;
  - b) The services and postage fee of \$1.35, for each Voter Instruction Letter to be sent to each Eligible Elector when invoiced by ISI (typically 30 days prior to letter printing) and,
  - c) the balance of the service fee immediately after the Election Date, when invoiced by ISI;
- 7.1.5. The Municipality shall pay in addition to the fees stated above Harmonized Sales Tax (HST) and any other taxes applicable to the provision of such services.
- 7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

## **8. Ownership and Rights**

- 8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI Service and the Municipality is only entitled to the data concerning the Election generated by the ISI Service and the Municipality shall have no other rights in or further use of the ISI Service.

## **9. Representations and Warranties**

- 9.1 ISI represents and warrants that:
  - 9.1.1. Use of the ISI Service as described in this Agreement does not infringe the intellectual property rights of any person;
  - 9.1.2. ISI has and will have full and sufficient right to supply the use of the ISI Service during the Voting Period;
  - 9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and



- 9.1.4. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
  - 9.1.5. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
  - 9.1.6. If any Provincial or Federal Government Authority postpones the 2022 Municipal and School Board Elections scheduled for October 24, 2022, as a result of Covid-19 pandemic, ISI will continue to provide the obligated services described in Article 6 at no additional cost other than those already described in Article 7 of this Agreement.
- 9.2 The Municipality represents and warrants that:
- 9.2.1. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI Service for its Municipal Election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

## **10. Remedies**

- 10.1 If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three (3) business days of receipt of the notice or such other reasonable period in relation to the default, the defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.
- 10.2 If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all out-of-pocket expenses incurred for the planning and delivery of the Municipal Election in addition to the installments payable pursuant to clauses 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in section 7.1.4(a) are payable. The services and postage fee, for the Voter Instruction Letter is not required as there will be no service or postage required and thus it will not be billed to the municipality.
- 10.3 If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI Service had been employed for the



Municipal Election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.

- 10.4 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

## **11. Force Majeure**

- 11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or postal carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

## **12. Limitation of Liability**

- 12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

## **13. Miscellaneous**

- 13.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
- 13.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.
- 13.3 No delay or admission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.
- 13.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement

and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.

- 13.5 Time is of the essence to the performance of the party's obligations under this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.7 This Agreement may not be assigned to any other party without the written consent of the other party.

**TOWNSHIP OF EAST GARAFRAXA**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**INTELIVOTE SYSTEMS INC.**

Per: \_\_\_\_\_  
Dean Smith, President and Founder

**SCHEDULE “A”**  
**Base Services**

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

- a) Develop and manage a critical path plan for required activities in coordination with the Municipality;
- b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station, if offered by the municipality. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration;
- c) Attending organizational committee meetings with the Municipality, online via Zoom, or in person if ISI staff are in-province;
- d) Assist in the development by the Municipality of educational materials for electors including creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process;
- e) Assistance in the management of the electors list;
- f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible elector information to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of Voter Instruction Letters;
- g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the Municipal Election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out Voter Instruction Letters, then ISI will be responsible for the costs of preparing and mailing out the Voter Instruction Letters;
- h) Technical consultation to address specialized system requirements;
- i) Development and recording of voice scripts for the Election;
- j) Website development and design including generation of a customized webpage for voters to link from to vote;
- k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification;
- l) Customization and development of all activity associated with configuring the Election such as: district/ward setup; candidate assignment; voice script recording;

- Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality;
- m) Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials;
  - n) Training for Election HelpLine staff, Auditors, Election Officials (Returning Officer);
  - o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event;
  - p) Municipality specific consulting by ISI staff to work with the Municipality, at a date and time agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A". Where possible, and at ISI's discretion, ISI staff may be available to travel to the Municipality during the engagement and provide training or assistance, on site. Zoom coordinated training will be done in person with a live consultant providing the training to facilitate a more meaningful session and to address any municipality specific questions, prior to and during the election as required.

#### **SCHEDULE "B"**

##### **Consulting Services**

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes  
All travel and living expenses will be reimbursed to ISI at cost.

**CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA**

**BY-LAW NUMBER XX-2021**

**A BY-LAW TO AUTHORIZE THE EXECUTION OF A TRANSFER  
PAYMENT AGREEMENT FOR THE INVESTING IN CANADA  
INFRASTRUCTURE PROGRAM (ICIP): COVID-19 RESILIENCE  
INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE  
STREAM PROJECTS BETWEEN HER MAJESTY THE QUEEN  
RIGHT OF ONTARIO AND THE CORPORATION OF THE  
TOWNSHIP OF EAST GARAFRAXA**

**WHEREAS** it is deemed expedient and desirable that the Township of East Garafraxa enter into a transfer payment agreement for the investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects.

**NOW THEREFORE** THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA BY THE MUNICIPAL COUNCIL ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute the agreement in the same form or substantially the same form as attached hereto as Schedule "A" which forms part of this By-Law.

BY-LAW READ A FIRST AND SECOND TIME THIS 28<sup>th</sup> DAY OF SEPTEMBER 2021

BY-LAW READ A THIRD TIME AND PASSED THIS 28<sup>th</sup> DAY OF SEPTEMBER 2021

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
HEAD OF COUNCIL

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Township of East Garafraxa**

**(CRA# 108132309)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a COVID-19 Resilience Infrastructure Stream – Local Government Intake stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the 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 Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
  - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

### **2.0 CONFLICT OR INCONSISTENCY**

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
  - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
  - (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
  - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### 3.0 **EXECUTION, DELIVERY AND COUNTERPARTS**

- 3.1 **One and the Same Agreement.** 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.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or



- (iv) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Project;
  - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and 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;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be 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); and

(h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[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 Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Paramjit Kaur, Director  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**TOWNSHIP OF EAST GARAFRAXA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A.1.0 INTERPRETATION AND DEFINITIONS**

#### **A.1.1 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 background and headings do not form part of the Agreement; they are for information and 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;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### **A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, 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 is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation,

storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved the Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“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 or the Expiration Date, whichever comes first.

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

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs in respect of the Project that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

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

**“Ontario’s Maximum Contribution”** means the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

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

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Financial Assistance”** means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any 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;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:



- (i) To support COVID-19 response and economic recovery efforts.
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 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, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) 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;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) 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.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

**A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

**A.3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before December 31, 2024.

#### A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
  - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
  - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and

- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds 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.

**A.4.9 Recipient's Acknowledgement of Responsibility for the Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the

Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

#### **A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded; and
- (b) attests to:
  - (i) following value-for-money procurement processes for materials and sub-contracts; and
  - (ii) following its own policies and procedures.

- A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:
- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
  - (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
  - (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
    - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
    - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

**A.5.6 Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of

the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and

- (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;



(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

**A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

**A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

**A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

**A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

**A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

**A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, 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 or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained

from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

- A.10.1 **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 \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

## **A.11.0 TERMINATION ON NOTICE**

**A.11.1 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.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

## **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) 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

- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, 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 from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(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 Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless

the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **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 at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay 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.

## **A.15.0 NOTICE**

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **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 delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

## **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

**A.17.1 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.

#### **A.18.0 WAIVER**

**A.18.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

**A.18.2 Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

**A.18.3 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 A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

**A.19.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

**A.19.2 No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the



Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

A.21.1 **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.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) 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.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **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.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **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, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions)

and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (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), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

**A.27.2 Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

## **A.28.0 ABORIGINAL CONSULTATION**

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
  - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
    - (i) Aboriginal Communities have been notified and, if applicable, consulted;
    - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
    - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
    - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
    - (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
    - (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and

- (iii) any other Reports requested by the Province in the format specified; and
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
  - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments).

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

#### **END OF GENERAL TERMS AND CONDITIONS**

**[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

## SCHEDULE “B”

### SPECIFIC INFORMATION

#### B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **December 31, 2025.**

#### B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

#### B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3  Attention: Manager, Program Delivery Unit  <b>Email:</b> ICIPCOVID@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> Chief Administrative Officer/Clerk-Treasurer <b>Address:</b> 065371 Dufferin County Road 3, ON, East Garafraxa, L9W7J8  <b>Email:</b> sstone@eastgarafraxa.ca

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

## **SCHEDULE “C”**

### **PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

#### **C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Recipient will carry out the Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for the Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for the Project does not occur by September 30, 2023, the Province may cancel the Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for the Project.

#### **C.2.0 PROJECT STANDARDS**

**C.2.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

#### **C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.3.1 Province’s and Canada’s Consent.** Any change to the Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.



**SUB-SCHEDULE “C.1”  
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) Project Overview and Financial Information**

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-12-1-1469245819	Rayburn Meadows Park Upgrade Project	05/03/2021	\$100,000.00	\$80,000.00	80%	\$20,000.00	20%

**(b) Project Description**

The Recipient will upgrade equipment so that it meets safety and accessibility standard. It will provide the community with an opportunity for activity and make it more attractive to use.

The project activities consist of replacement of existing play equipment with equipment that meets current day standards and accessibility as well as meeting all of the community needs. Additional features include benches and ground preparation to enhance the property to be more useful for the community.

The project will serve the community and generate more opportunity for activity in a safe accessible manner.

**[SCHEDULE “D” – REPORTS FOLLOWS]**

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## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject any other information the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to the Project:

- a. Estimated total Eligible Expenditures;
- b. Total Eligible Expenditures to date;
- c. Progress tracker (e.g. percent completed);
- d. Construction Start and end dates (forecasted/actual); and
- e. Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report includes a Claim Report, that Eligible Expenditures have been Incurred in accordance with the Agreement.

- (b) **Claim Reports.** The Recipient, with respect to the Project, will submit a request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement;
- (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and
- (iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province’s sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D1.1(a), if such submission complies with all other terms and conditions of the Agreement.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
- (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;

- (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (iv) a summary of any Communications Activities made for the Project; and,
  - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]**

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

**E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for the Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

**E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2024;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for a terminated or cancelled Project;
- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:

- (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure;
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**



## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;  
and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for the Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the 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 Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of the Project or the ICIP.

## **G.8.0 SIGNAGE**

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

**“Aboriginal Community”**, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

**“Aboriginal Consultation Plan”** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of the Project.

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES  
FOLLOWS]**



## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 DEFINITION**

- J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### **J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

- J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b) , the Recipient will notify the Province that no claim is being submitted for that period.

### **J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

- J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

### **J.4.0 PAYMENTS OF FUNDS**

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support

and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
- (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments of Funds).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.5.1 **Timing.** The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of the Project’s Substantial Completion.

J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of the Project.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** Following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

J.7.1 **Holdback.** The Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

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## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).